



**AGENDA
CITY COUNCIL REGULAR MEETING
COUNCIL CHAMBERS
SEPTEMBER 21, 2023
6:30 PM**

The Joshua City Council will hold a Work Session at 6:30 p.m. A Regular Meeting will be held immediately following the Work Session in the Council Chambers at the Joshua City Hall, located at 101 S. Main St., Joshua, Texas, on September 21, 2023. This meeting is subject to the open meeting laws of the State of Texas.

Individuals may attend and participate in the meeting in person or access the meeting via videoconference or telephone conference call.

Join Zoom Meeting:

<https://us02web.zoom.us/j/84104443436?pwd=Y2hZNDAwUVBUemxGN21xUTRiMIJnQT09>

Meeting ID:841 0444 3436 Passcode: 511233 or dial 346-248-7799

A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

B. PLEDGE OF ALLEGIANCE

1. United States of America
2. Texas Flag

C. INVOCATION

D. 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.

E. WORK SESSION

1. Review and discuss questions related to the budget report and financial statement for August 2023. (Staff Resource: M. Peacock)
2. Discuss and give directions on a proposed park dedication located in Joshua Meadows Phase 3C.
3. Discussion on refuse and recycling service survey results.
4. Discussion on the current Food Truck Ordinance.

F. PUBLIC FORUM, PRESENTATION, AND RECOGNITION:

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

1. Proclamation recognizing September 17-23, 2023, as Constitution Week.

G. CONSENT AGENDA

1. Discuss, consider, and possible action on the meeting minutes of August 12, 2023, and August 17, 2023.
2. Discuss, consider, and possible action on an addendum to Vertosoft, LLC Master Services Agreement.
3. Discuss, consider, and possible action on development agreements.
4. Discuss, consider, and possible action on a resolution amending the Capitalization Policy.
5. Discuss, consider, and possible action on an ordinance amending the City's current subdivision ordinance relative to adequate public facilities, additional and revised definitions, clarifying plat processing applications, revising both preliminary and final plat submittal requirements, plan views for water distribution and wastewater collection systems, and the approval of water and wastewater improvements by JCSUD and BWSC.

H. REGULAR AGENDA

1. Public hearing on the proposed budget for the fiscal year beginning October 1, 2023, and ending September 30, 2023. (Staff Resource: M. Peacock)
2. Discuss, consider, and possible action on an Ordinance approving the annual budget for fiscal year beginning October 1, 2023, and ending September 30, 2024. (Staff Resource: M. Peacock)
3. Public hearing on a proposal to adopt the Ad Valorem Property Tax Rate for Tax Year 2023. (Staff Resource: M. Peacock)
4. Discuss, consider, and possible action on an ordinance adopting the City of Joshua 2023 Property Tax Rate. (Staff Resource: M. Peacock)
5. Public hearing on a request to amend subsection C, "Public Hearing and Notice," of section 3.1.4, "Amendments, Changes and Procedures," of the City's Zoning Ordinance, found in Chapter 14, "Zoning," of the code of ordinances of the City of Joshua, Texas, by providing for notices relative to a change in a zoning regulation that could result in a nonconforming use consistent with Senate Bill 929; Amending section 4.1.11, "Amortization," of Article 4, "Nonconformities," of the City's Zoning Ordinance, found in Chapter 14, "Zoning," of the code of Ordinances of the city of Joshua, Texas, providing for Amortization procedures consistent with Senate Bill 929; Providing for a penalty; Providing a severability clause; Providing for Publication; and providing an effective date. (Staff Resource: A. Maldonado)
6. Discuss, consider, and possible action on approving an ordinance amending subsection C, "Public Hearing and Notice," of section 3.1.4, "Amendments, Changes and Procedures," of the City's Zoning Ordinance, found in Chapter 14, "Zoning," of the code of ordinances of the City of Joshua, Texas, by providing for notices relative to a change in a zoning regulation that could result in a nonconforming use consistent with Senate Bill 929; Amending section 4.1.11, "Amortization," of Article 4, "Nonconformities," of the City's Zoning Ordinance, found in Chapter 14, "Zoning," of the code of Ordinances of the city of Joshua, Texas, providing for Amortization procedures consistent with Senate Bill 929; Providing for a penalty; Providing

a severability clause; Providing for Publication; and providing an effective date. (Staff Resource: A. Maldonado)

7. Discuss, consider, and possible action on a resolution authorizing the execution, on behalf of the City, of a Financing/Use Agreement between the City and the Joshua Type B Economic Development Corporation; resolving other matters incident and related thereto; and providing an effective date. (Staff Resource: A. Holloway)
8. Discuss, consider, and possible action on an ordinance authorizing the issuance of “City of Joshua, Texas Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2023”; providing for the payment of said Certificates by the levy of an ad valorem tax upon all taxable property within the City; authorizing the execution of any necessary engagement agreement with the City’s financial advisors and/or bond counsel; and resolving other matters incident and related to the issuance, payment, security, sale, and delivery of said Certificates. (Staff Resource: A. Holloway)
9. Discuss, consider, and possible action on amendment to the Radio Communications System Agreement. (Staff Resource: D. Gelsthorpe)
10. Discuss, consider, and possible action on an Interlocal Cooperation Agreement with Johnson County to house Class "C" Misdemeanor Prisoners for the Joshua Fire Department for FY 2023-24. (Staff Resource: T. Griffith)
11. Discuss, consider, and possible action on the renewal of the Johnson County ESD Contract for Fire and Emergency Services. (Staff Resource: A. Holloway)
12. Discuss, consider, and possible action on a Proposal from Brycer, LLC. for use of their Compliance Engine system. (Staff Resource: T. Griffith)
13. Discuss, consider, and possible action on board appointments. (Staff Resource: A. Holloway)

I. STAFF REPORT

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

J. EXECUTIVE SESSION

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

1. Pursuant to Section 551.071 of the Texas Government Code to consult with the City Attorney relating to pending litigation, to wit: ZL & SYK, LLC, and Mountain Valley Country Club, Inc. vs. City of Joshua, Civil Action No. 3:22-cv-00182-E.

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

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.

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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 September 15, 2023, by 12:00 pm on the official bulletin board at Joshua City Hall, 101 S. Main, Joshua, Texas.

Alice Holloway
City Secretary

City of Joshua
Financial Statement (General Fund, Departmental Summary, Unaudited)
As of August 31, 2023

% OF YEAR COMPLETED: 91.63

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
REVENUE SUMMARY							
Non-Departmental							
Tax Revenue	323,276.71	316,222.39	(7,054.32)	4,752,797.63	4,740,109.00	100.27%	(12,688.63)
Charges for Services	33,850.62	34,016.87	166.25	276,817.93	403,680.00	68.57%	126,862.07
Licenses, Permits & Fees	117,967.36	59,828.90	(58,138.46)	412,593.50	746,915.00	55.24%	334,321.50
Fines & Forfeitures	25,832.13	18,118.00	(7,714.13)	179,118.52	217,500.00	82.35%	38,381.48
Grants & Contributions	1,601.00	791.66	(809.34)	9,867.52	5,750.00	171.61%	(4,117.52)
Intergovernmental Revenues	34,500.00	133,246.14	98,746.14	352,124.41	1,418,983.00	24.82%	1,066,858.59
Investment Earnings	6,406.02	1,583.30	(4,822.72)	43,942.79	10,000.00	439.43%	(33,942.79)
Miscellaneous	11,505.45	4,165.00	(7,340.45)	62,366.93	50,000.00	124.73%	(12,366.93)
Transfers In	342,734.91	227,328.58	(115,406.33)	640,491.91	1,497,771.00	42.76%	857,279.09
TOTAL REVENUES	897,674.20	795,300.84	(102,373.36)	6,730,121.14	9,090,708.00	74.03%	2,360,586.86
EXPENDITURE SUMMARY							
Community Service							
Utilities	4,438.18	3,748.50	(689.68)	45,551.73	45,000.00	101.23%	(551.73)
Supplies	0.00	2,500.00	2,500.00	18,493.17	15,000.00	123.29%	(3,493.17)
Community Events	0.00	(2,500.00)	(2,500.00)	16,739.76	45,000.00	37.20%	28,260.24
Contract & Professional Services	0.00	15,618.75	15,618.75	111,831.17	187,500.00	59.64%	75,668.83
Miscellaneous	5,070.90	10,252.09	5,181.19	54,053.20	56,945.00	94.92%	2,891.80
TOTAL Community Service	9,509.08	29,619.34	20,110.26	246,669.03	349,445.00	70.59%	102,775.97
Non-Departmental							
Personnel	0.00	100.00	100.00	5,835.69	4,200.00	138.95%	(1,635.69)
Employee Events	3,416.90	2,916.67	(500.23)	30,897.74	35,000.00	88.28%	4,102.26
Contract & Professional Services	8,315.40	8,193.39	(122.01)	152,787.85	150,285.00	101.67%	(2,502.85)
Debt Service	0.00	400.00	400.00	3,442.03	4,000.00	86.05%	557.97
Miscellaneous	12,152.58	177,967.30	165,814.72	1,273,990.05	1,194,749.00	106.63%	(79,241.05)
Transfers Out	0.00	5,642.75	5,642.75	4,153,207.56	67,713.00	6133.55%	(4,085,494.56)
TOTAL Non-departmental	23,884.88	195,220.11	171,335.23	5,620,160.92	1,455,947.00	386.01%	(4,164,213.92)

City of Joshua
Financial Statement (General Fund, Departmental Summary, Unaudited)
As of August 31, 2023

% OF YEAR COMPLETED: 91.63

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Mayor & Council							
Personnel	14,766.50	15,176.91	410.41	166,834.35	186,123.00	89.64%	19,288.65
Supplies	258.73	2,124.84	1,866.11	14,338.26	19,500.00	73.53%	5,161.74
Contract & Professional Services	12.98	416.66	403.68	6,624.98	5,000.00	132.50%	(1,624.98)
Miscellaneous	1,107.50	875.00	(232.50)	9,334.06	10,500.00	88.90%	1,165.94
TOTAL Mayor & Council	16,145.71	18,593.41	2,447.70	197,131.65	221,123.00	89.15%	23,991.35
Administration							
Personnel	69,883.15	72,308.89	2,425.74	774,877.69	827,314.00	93.66%	52,436.31
Supplies	1,654.96	1,772.20	117.24	16,769.33	21,275.00	78.82%	4,505.67
Repair & Maintenance	1,940.13	1,582.77	(357.36)	23,370.53	18,000.00	129.84%	(5,370.53)
Contract & Professional Services	11,614.57	934.62	(10,679.95)	67,391.04	82,730.00	81.46%	15,338.96
Utilities	2,472.37	2,713.17	240.80	20,114.01	32,570.00	61.76%	12,455.99
Debt Service	0.00	833.33	833.33	0.00	10,000.00	0.00%	10,000.00
Miscellaneous	762.85	541.45	(221.40)	1,915.44	6,500.00	29.47%	4,584.56
TOTAL Administration	88,328.03	80,686.43	(7,641.60)	904,438.04	998,389.00	90.59%	93,950.96
Police Department							
Personnel	118,001.73	130,479.00	12,477.27	1,447,053.07	1,667,035.00	86.80%	219,981.93
Supplies	6,461.13	8,311.79	1,850.66	53,317.62	70,679.00	75.44%	17,361.38
Repair & Maintenance	11,126.46	6,289.18	(4,837.28)	68,430.17	75,500.00	90.64%	7,069.83
Contract & Professional Services	12,810.75	2,149.52	(10,661.23)	134,653.74	138,400.00	97.29%	3,746.26
Utilities	1,969.58	1,999.20	29.62	15,595.46	24,000.00	64.98%	8,404.54
Capital Outlay	0.00	0.00	0.00	15,054.98	15,605.00	96.48%	550.02
Debt Service	0.00	11,151.78	11,151.78	65,380.61	133,875.00	48.84%	68,494.39
Miscellaneous	0.00	166.64	166.64	0.00	1,500.00	0.00%	1,500.00
TOTAL Police Department	150,369.65	160,547.11	10,177.46	1,799,485.65	2,126,594.00	84.62%	327,108.35

City of Joshua
Financial Statement (General Fund, Departmental Summary, Unaudited)
As of August 31, 2023

% OF YEAR COMPLETED: 91.63

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Public Works							
Personnel	29,030.43	30,438.99	1,408.56	341,541.49	408,700.00	83.57%	67,158.51
Supplies	17,485.63	17,576.30	90.67	181,092.84	211,000.00	85.83%	29,907.16
Repair & Maintenance	13,118.01	7,563.66	(5,554.35)	82,814.66	90,800.00	91.21%	7,985.34
Contract & Professional Services	405.33	1,757.62	1,352.29	6,790.57	21,100.00	32.18%	14,309.43
Utilities	365.87	641.41	275.54	4,336.60	7,700.00	56.32%	3,363.40
Micellaneous	0.00	833.33	833.33	9,871.97	10,000.00	98.72%	128.03
Capital Outlay	0.00	547.08	547.08	132,912.04	139,895.00	95.01%	6,982.96
Debt Service	0.00	4,525.27	4,525.27	19,220.04	54,325.00	35.38%	35,104.96
TOTAL Public Works	60,405.27	63,883.66	3,478.39	778,580.21	943,520.00	82.52%	164,939.79
Municipal Court							
Personnel	5,585.97	5,750.15	164.18	72,704.92	77,075.00	94.33%	4,370.08
Supplies	28.95	154.10	125.15	1,843.66	1,850.00	99.66%	6.34
Contract & Professional Services	2,156.44	2,917.16	760.72	27,516.84	35,020.00	78.57%	7,503.16
Miscellaneous	0.00	83.30	83.30	839.28	1,000.00	83.93%	160.72
TOTAL Municipal Court	7,771.36	8,904.71	1,133.35	102,904.70	114,945.00	89.53%	12,040.30
Development Services							
Personnel	19,024.26	18,286.18	(738.08)	252,464.60	295,349.00	85.48%	42,884.40
Supplies	0.00	524.79	524.79	3,530.96	6,300.00	56.05%	2,769.04
Repair & Maintenance	557.20	1,024.59	467.39	8,635.44	12,300.00	70.21%	3,664.56
Contract & Professional Services	22,092.97	16,061.20	(6,031.77)	142,680.89	192,740.00	74.03%	50,059.11
Utilities	460.54	442.45	(18.09)	3,357.20	5,310.00	63.22%	1,952.80
Debt Service	0.00	3,136.24	3,136.24	10,528.80	37,650.00	27.96%	27,121.20
TOTAL Development Services	42,134.97	39,475.45	(2,659.52)	421,197.89	549,649.00	76.63%	128,451.11

City of Joshua
Financial Statement (General Fund, Departmental Summary, Unaudited)
As of August 31, 2023

% OF YEAR COMPLETED: 91.63

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Animal Control							
Personnel	12,427.03	15,561.68	3,134.65	162,509.75	203,226.00	79.97%	40,716.25
Supplies	1,485.65	3,142.26	1,656.61	17,825.38	37,715.00	47.26%	19,889.62
Repair & Maintenance	2,528.79	4,673.96	2,145.17	23,167.27	56,110.00	41.29%	32,942.73
Contract & Professional Services	379.38	1,212.84	833.46	10,045.83	14,560.00	69.00%	4,514.17
Debt Service	0.00	867.92	867.92	7,347.73	10,415.00	70.55%	3,067.27
Utilities	1,390.55	1,377.78	(12.77)	14,126.06	16,540.00	85.41%	2,413.94
TOTAL Animal Control	<u>18,211.40</u>	<u>26,836.44</u>	<u>8,625.04</u>	<u>235,022.02</u>	<u>338,566.00</u>	<u>69.42%</u>	<u>103,543.98</u>
Fire Department							
Personnel	49,731.65	69,999.32	20,267.67	730,039.34	899,782.00	81.14%	169,742.66
Supplies	14,559.16	9,115.18	(5,443.98)	88,691.02	106,423.00	83.34%	17,731.98
Repair & Maintenance	13,906.94	8,881.22	(5,025.72)	125,739.78	103,615.00	121.35%	(22,124.78)
Contract & Professional Services	1,410.95	2,821.20	1,410.25	38,794.92	33,868.00	114.55%	(4,926.92)
Utilities	4,595.01	2,998.80	(1,596.21)	36,959.64	36,000.00	102.67%	(959.64)
Debt Service	0.00	1,827.18	1,827.18	20,823.85	21,935.00	94.93%	1,111.15
Capital Outlay	0.00	8,520.83	8,520.83	54,326.03	102,250.00	53.13%	47,923.97
Miscellaneous	132.16	1,291.15	1,158.99	14,266.83	15,500.00	92.04%	1,233.17
TOTAL Fire Department	<u>84,335.87</u>	<u>105,454.88</u>	<u>21,119.01</u>	<u>1,109,641.41</u>	<u>1,319,373.00</u>	<u>84.10%</u>	<u>209,731.59</u>
Park Maintenance							
Personnel	8,737.85	19,752.13	11,014.28	184,536.82	230,265.00	80.14%	45,728.18
Supplies	1,685.53	1,457.77	(227.76)	16,091.95	17,500.00	91.95%	1,408.05
Repair & Maintenance	1,311.62	1,645.22	333.60	20,790.04	19,750.00	105.27%	(1,040.04)
Contract & Professional Services	1,091.55	169.93	(921.62)	3,407.05	2,040.00	167.01%	(1,367.05)
Utilities	20,605.98	18,077.26	(2,528.72)	79,203.69	76,930.00	102.96%	(2,273.69)
Debt Service	0.00	3,210.83	3,210.83	12,362.89	38,530.00	32.09%	26,167.11
Capital Outlay	0.00	1,276.75	1,276.75	3,705.00	15,325.00	24.18%	11,620.00
TOTAL Park Maintenance	<u>33,432.53</u>	<u>45,589.89</u>	<u>12,157.36</u>	<u>320,097.44</u>	<u>400,340.00</u>	<u>79.96%</u>	<u>80,242.56</u>

**City of Joshua
Financial Statement (General Fund, Departmental Summary, Unaudited)
As of August 31, 2023**

% OF YEAR COMPLETED: 91.63

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Fire Marshal							
Personnel	6,048.90	4,997.18	(1,051.72)	73,785.12	107,695.00	68.51%	33,909.88
Supplies	75.36	382.98	307.62	4,631.77	8,600.00	53.86%	3,968.23
Contract & Professional Services	0.00	(480.10)	(480.10)	0.00	0.00	#DIV/0!	0.00
Utilities	0.00	83.30	83.30	11.54	1,000.00	1.15%	988.46
Miscellaneous	0.00	(41.67)	(41.67)	0.00	0.00	#DIV/0!	0.00
TOTAL Fire Marshal	<u>6,124.26</u>	<u>4,941.69</u>	<u>(1,182.57)</u>	<u>78,428.43</u>	<u>117,295.00</u>	<u>66.86%</u>	<u>38,866.57</u>
TOTAL EXPENDITURES	<u>540,653.01</u>	<u>779,753.12</u>	<u>239,100.11</u>	<u>11,813,757.39</u>	<u>8,935,186.00</u>	<u>132.22%</u>	<u>(2,878,571.39)</u>
TOTAL REVENUES OVER/UNDER EXPENDITURES	<u>357,021.19</u>	<u>15,547.72</u>	<u>(341,473.47)</u>	<u>(5,083,636.25)</u>	<u>155,522.00</u>		<u>5,239,158.25</u>



Item 2.







**MEMORANDUM**

TO: Mayor and Members of the City Council

FROM: Mike Peacock, City Manager

DATE: September 7, 2023

SUBJECT: **Parkland Dedication**

The proposed section of land intended to be for a park in Joshua Meadows is almost completely reserved as a water detention pond. The area that could be used as a park is minimal and would only create more work on the part of the city to maintain the detention pond.

The property has also been offered to the Joshua Meadows HOA, who has indicated that they have no interest in obtaining the property, citing the same reasons.

There is a possibility to have additional land available in the final phase, and I am in discussions with Scott Sandlin currently on that property.

The detention pond in place and nearing completion, has been the subject of multiple complaints from residents outside the city, who have had flooding issues on their property from water flowing from the detention pond. Staff has been working with the City Engineer, the developers Engineer, and the property owners, in hopes of finding a solution. I am reluctant to take ownership of this property given the problems it has created and the possibility of future problems.

The city is under no legal obligation to accept the property as parkland, and I would recommend that we continue to work with Mr. Sandlin on the piece of property in the final phase for use as a park.



**City Council Agenda
September 21, 2023**

Minutes Resolution

Discussion Item

Agenda Description:

Discussion on refuse and recycling service survey results.

Background Information:

The Council requested that the City poll the residents to get their opinion of the proposed changes.

Financial Information:

N/A

City Contact and Recommendations:

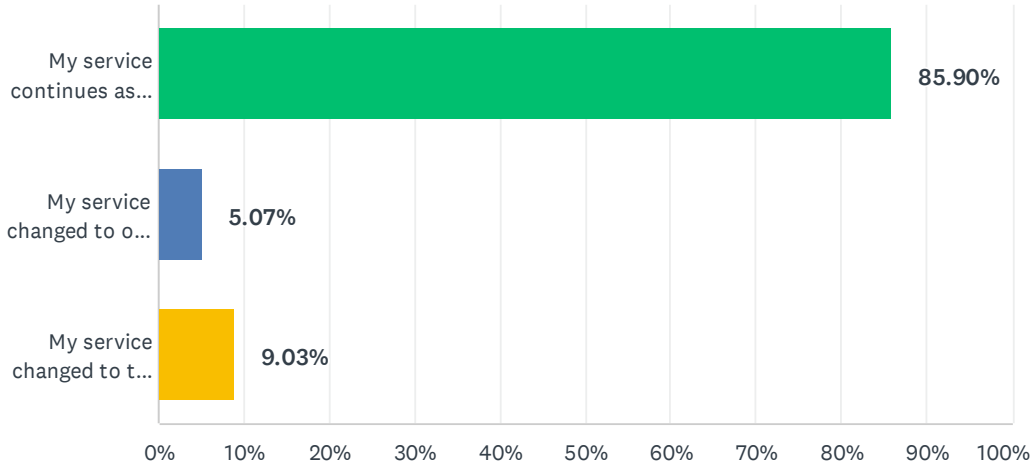
Amber Bransom, Staff requests direction.

Attachments:

- Survey Results

Q1 Which ONE of the following Trash/Recycle Collection options would you prefer?

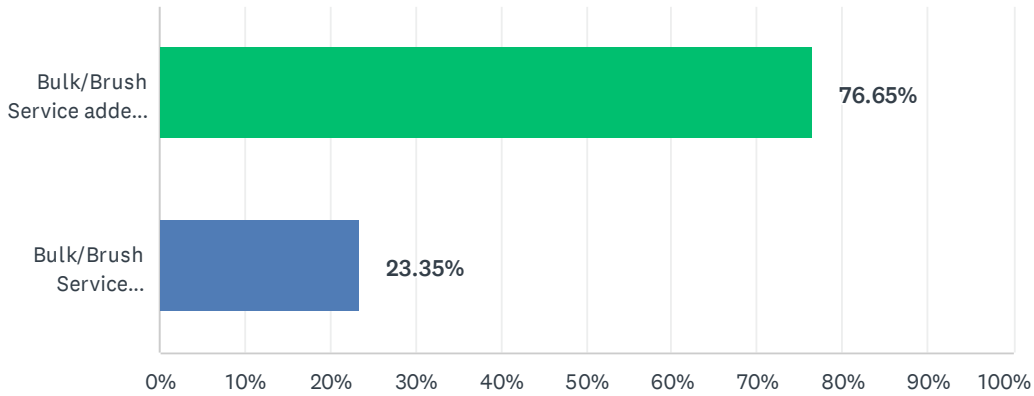
Answered: 454 Skipped: 0



ANSWER CHOICES	RESPONSES
My service continues as is with no change in collection or cost. The current cost for trash service is \$11.30 per month, and recycle service is \$2.76 per month, including bulk service every Thursday, a total of \$14.06 monthly. No rolling trash tote provided. (Please note that the current price is subject to change at the end of the contract in 2024)	85.90% 390
My service changed to one (1) Trash and one (1) Recycle collection per week (instead of 2 trash), with rolling trash and recycle tote (1 each) provided at the cost of 14.05 per month with bulk service not included in the monthly fee. Extra totes are available at \$6.00 each per month.	5.07% 23
My service changed to two (2) Trash and one (1) Recycle collections per week, with rolling trash and recycle tote (1 each) provided at the cost of \$17.44 per month, with bulk service not included in the monthly fee. Extra totes are available at \$6.00 each per month.	9.03% 41
TOTAL	454

Q2 If the service is changed, please choose the Bulk Service you prefer.

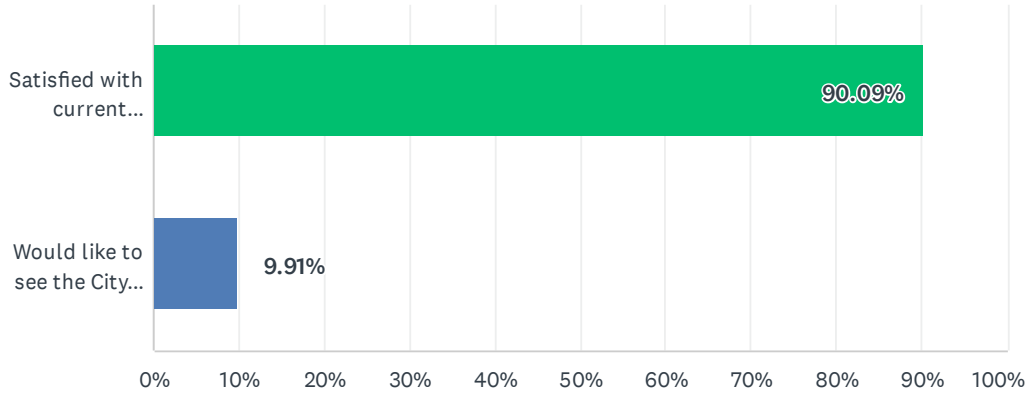
Answered: 454 Skipped: 0



ANSWER CHOICES	RESPONSES
Bulk/Brush Service added for the entire city 1x per month with a mandatory fee added of \$3 per home. Each resident will be required to pay the fee regardless of use.	76.65% 348
Bulk/Brush Service provided by residents contracting (as needed) with collection company for the cost of \$35 per yard.	23.35% 106
TOTAL	454

Q3 Are you satisfied with our current collection company, or would you like to see the City solicit bids from other companies?

Answered: 454 Skipped: 0



ANSWER CHOICES	RESPONSES	
Satisfied with current collection company	90.09%	409
Would like to see the City solicit bids from other collection companies	9.91%	45
TOTAL		454

Q4 Please list other comments or concerns you have regarding the current Trash/Recycle or Bulk/Brush Service.

Answered: 454 Skipped: 0

Q5 Please provide your name and address

Answered: 454 Skipped: 0

ANSWER CHOICES	RESPONSES	
Name	100.00%	454
Company	0.00%	0
Address	100.00%	454
Address 2	0.00%	0
City/Town	100.00%	454
State/Province	0.00%	0
ZIP/Postal Code	0.00%	0
Country	0.00%	0
Email Address	100.00%	454
Phone Number	100.00%	454



MEMORANDUM

TO: Mayor and Members of the City Council

FROM: Mike Peacock,

DATE: September 5, 2023

SUBJECT: **Food Truck Ordinance Article 5 Section 5.7**

Staff has been asked to provide information and recommendations to the council regarding Food Trucks operating within the City Limits. At issue, is regulations currently in effect in the Zoning Ordinance **Article 5 “Permitted Uses” Section 5.7 Food Trucks**

A (2) - Food Trucks shall be located on an individual private parcel, where an existing permanent business operates in a building with a Certificate of Occupancy.

A (5) – Food Trucks shall be located within five hundred (500) feet of an entrance of a primary building that holds the Certificate of Occupancy.

A (6) – No Food Truck shall be located on a vacant lot.

A (11) – Food Trucks shall be removed from the parcel on a daily basis and may only operate during the business hours of the primary business and may not be parked longer than twelve (12) hours.

Additionally, a Food Truck must comply all the requirements of Section 228.221 of the Texas Food Establishment Regulations. Listed as one of the requirements, Subchapter H “Requirements Applicable to Certain Establishments” Section 228.221 “Mobile Food Units” (11) “Toilet Rooms, Convenience and Accessibility”. Toilet rooms shall be conveniently located and accessible to employees during all hours of operation.

By removing the requirement of Food Trucks operating only on property with an existing business with a Certificate of Occupancy, and allowing on a vacant lot, the state requirements of a restroom would remain a requirement. Even if the 500’ rule were agreed to meet the “conveniently located” standard in Subchapter H, it is unclear if we would be increasing the ability to offer more opportunities for Food Trucks, with less restrictive ordinance regulations.

Additionally, with less restrictive location requirements, we could be allowing some unwanted concerns from local businesses, who have invested money in creating dine in establishments, increased staff time

for inspections, enforcing time restraints to avoid permanent placement, trash collection, parking regulations, fire lanes, and traffic concerns just to mention a few.

Staff has reviewed regulations from surrounding cities, as well as one provided to staff from San Angelo, all have the Section 228.221 requirement. Time frames range from 6 hours to 36 hours before removal from the property and only during permitted special events in the city.

Staff Recommendation:

No recommendation.

Staff will prepare ordinance amendments as directed by council and present to council for action in October 2023 or as directed.



Mayoral Proclamation

Whereas, THE CONSTITUTION OF THE UNITED STATES OF AMERICA, THE GUARDIAN OF OUR LIBERTIES, EMBODIES THE PRINCIPLES OF LIMITED GOVERNMENT IN A REPUBLIC DEDICATED TO RULE BY LAW; AND

Whereas, SEPTEMBER 17TH, 2023, MARKS THE 236TH ANNIVERSARY OF THE FRAMING OF THE CONSTITUTION OF THE UNITED STATES OF AMERICA BY THE CONSTITUTIONAL CONVENTION; AND

Whereas, IT IS FITTING AND PROPER TO ACCORD OFFICIAL RECOGNITION TO THIS MAGNIFICENT DOCUMENT AND ITS MEMORABLE ANNIVERSARY, AND TO THE PATRIOTIC CELEBRATIONS THAT WILL COMMEMORATE IT; AND

Whereas, PUBLIC LAW 915 GUARANTEES THE ISSUING OF A PROCLAMATION EACH YEAR BY THE PRESIDENT OF THE UNITED STATES OF AMERICA DESIGNATING SEPTEMBER 17TH THROUGH 23RD AS CONSTITUTION WEEK.

Now, Therefore, I, SCOTT KIMBLE, MAYOR OF THE CITY OF JOSHUA, TEXAS, DO HEREBY PROCLAIM THE WEEK OF SEPTEMBER 17TH- 23RD, 2023, AS

Constitution Week

IN THE CITY OF JOSHUA. FURTHER, I ASK OUR CITIZENS TO REAFFIRM THE IDEALS THE FRAMERS OF THE CONSTITUTION HAD IN 1787 BY VIGILANTLY PROTECTING THE FREEDOMS GUARANTEED TO US THROUGH THIS GUARDIAN OF OUR LIBERTIES.

In Witness Whereof, I HAVE HEREUNTO SET MY HAND AND CAUSED THE SEAL OF THE CITY OF JOSHUA TO BE AFFIXED THIS THE 21ST DAY OF SEPTEMBER 2023.



SCOTT KIMBLE, MAYOR
CITY OF JOSHUA, TEXAS



MINUTES
CITY COUNCIL SPECIAL MEETING
JOSHUA FIRE DEPARTMENT
AUGUST 12, 2023
9:00 AM

PRESENT

Mayor Scott Kimble
 Councilmember Shelly Anderson
 Councilmember Merle Breitenstein
 Councilmember Angela Nichols

ABSENT

Councilmember Mike Kidd
 Councilmember Dakota Marshall
 Councilmember Johnny Waldrip

STAFF

City Manager Mike Peacock
 City Secretary Alice Holloway
 Court Administrator Carla Bonham
 Asst. City Manager Amber Bransom
 Dev. Services Dir. Aaron Maldonado
 EDC Director Molly Martin
 Police Chief David Gelsthorpe
 Animal Services Manager Kelley Gelsthorpe
 Parks Supervisor Kenny Jaskolowski
 HR Manager Brittany Grounds
 Finance Director Marcie Freelen
 Fire Chief Tom Griffith
 Captain Jay White
 Public Works Director Kristin Hubacek

The Joshua City Council held a Work Session at 9:00 am in the training room at the Joshua Fire Department, located at 770 N. Main St., Joshua, Texas. This meeting is subject to the open meeting laws of the State of Texas, on August 12, 2023.

A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

Mayor Kimble announced a quorum and called the meeting to order at 9:28 am.

B. WORK SESSION

1. Discussion on the City's Strategic Plan and Goal Setting for Fiscal Year 2024.

Paulette Hartman, Deputy City Manager of North Richland Hills introduced herself and stated that she will be serving as the facilitator for the Planning Session.

The following topics were discussed:

Purpose of a Municipality

- 1) Provide for the safety and security of the community
- 2) Maintain infrastructure
- 3) Plan for orderly growth and sustainability

Roles and Responsibilities

The council sets the vision and prioritizes the goals and objectives to determine where City resources should be focused to reach the vision.

List projects that went well in the last year:

- 1) Going fully staff at the fire department-they met the goals they were given
- 2) Economic Development- Business Recruitment, Downtown area, starting chamber backup
- 3) Overall city doing well, outstanding staff that is fully supported.
- 4) Grants for police and fire department
- 5) Informational Technology, infrastructure improvements
- 6) Community Outreach, Christmas event, and Joshua United
- 7) Communication
- 8) Community Communication-Website, newsletter, social media,
- 9) Improving collaboration with outside agencies- JCSUD, School District
- 10) Employee Recruitment

What projects that did not go well?

- 1) Streets, Utility relocates, Dragged out projects, and Natural Springs
- 2) Drainage Issues
- 3) Bond Election, lack of info/education
- 4) FM 917 Project, delayed facility decisions
- 5) IT Infrastructure improvements, past bad decisions
- 6) Issues with zoning and codes
- 7) State Legislative Session
- 8) Lack of development

Challenges and Opportunities

- 1) Streets-cost to maintenance and improvements, communication to community, data-driven conditions
- 2) Development - infrastructure, cost of infrastructure
- 3) Balancing the need for bond/debt with rising costs and needs
- 4) Communicating with the public
- 5) Overcrowding in city hall and police department

6) Dealing with legislative decisions-unfunded maintenance, constraints on city revenues, city code, unresponsive legislators.

Opportunities

- 1) Growth
- 2) Lack of middle housing
- 3) FM 917 strategy, land use plan / vision, consider mixed use
- 4) Community events and outreach
- 5) Grantworks relationship
- 6) Continue working on ISD/Police Department relationship
- 7) MVCC Opportunity
- 8) Continue downtown development

Threats

- 1) Texas Legislature
- 2) Constrained revenues
- 3) Drainage Issues
- 4) Change in leadership
- 5) Change in council
- 6) Change in staff
- 7) Neighboring cities
- 8) Political Climate
- 9) Economy recession
- 10) Limits on local control

City Manager Peacock gave an update on the 2022 set goals.

Department heads gave a brief description of their departments.

Paulette Hartman asked each councilmember to rank ongoing projects with the handout provided by the city manager.

Discussion for staff to send out a citizen's survey regarding how they want to see the city move forward.

Mayor Kimble thanked everyone for coming.

C. ADJOURNMENT

Mayor Kimble adjourned the meeting at 12:54 pm.

Item 1.

Scott Kimble, Mayor

Alice Holloway, City Secretary

Approved: September 21, 2023



MINUTES
CITY COUNCIL REGULAR MEETING
COUNCIL CHAMBERS
AUGUST 17, 2023
6:30 PM

PRESENT

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

STAFF

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

ABSENT

NA

The Joshua City Council held a Budget Workshop at 6:30 pm. A Work Session and Regular Meeting will be held immediately following the Work Session in the Council Chambers at the Joshua City Hall, located at 101 S. Main St., Joshua, Texas, on August 17, 2023. This meeting is subject to the open meeting laws of the State of Texas.

Individuals may attend the meeting in person or access the meeting via videoconference or telephone conference call.

Join Zoom Meeting:

<https://us02web.zoom.us/j/87124183434?pwd=cGVZdXJvU3VKdDE2MWM3WnRHS0trUT09>

Meeting ID: 87124183434 Passcode: 973799

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 led the Pledge of Allegiance.

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

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

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

NA

C. INVOCATION

The invocation was led by Payton Carter, Pastor of Joshua Methodist Church.

D. BUDGET WORKSHOP

1. Discussion on the FY 2023-2024 Proposed Budget. (Staff Resource: M. Peacock)

City Manager Peacock presented the proposed budget. Mr. Peacock stated that the recently approved homestead exception is reflected in the budget.

City Manager Peacock briefly explained his letter in the budget. In addition, he noted what was and what was not in the budget that was requested.

Mayor Kimble asked if we are about to get rid of the homemade computers. City Manager Peacock answered yes and stated that in the budget there is a replacement budget for most.

Mayor Kimble asked if we are still having computer issues. City Manager Peacock answered that most of the items are rectified.

Mayor Kimble asked regarding the benefits package, what is the increase amount. City Manager Peacock stated that staff don't have the percentage at this time but noted that some benefits were reduced to offset the cost.

Mike Peacock, salaries are always a challenge, and the proposed budget includes bringing several positions to neighboring cities.

Councilmember Kidd asked if the two patrol sergeants are in addition, Police Chief Gelsthorpe answered yes.

Councilmember Breitenstein asked if staff ever figured out how to use hotel tax funds. City Manager Peacock stated that we are looking at some areas, but too early to speak on.

Councilmember Kidd asked why the fire marshal's office needs three AK15s. City Manager Peacock stated that there are three members of the fire department that is certified, but noted that the guns are not funded in the budget.

2. Discuss and give directions regarding future budget workshop dates.

Council directed staff to post special meeting, budget workshop Sept 7, 2023.

E. WORK SESSION

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

City Manager Peacock stated there was no unusual expenditures.

2. Discuss and receive updates on the recommendation of the Food Truck Ordinance.

City Manager Peacock asked to move this item to September. The City Council agreed.

- 3. Discuss and receive the final report from the Strategic Planning Session.

City Manager Peacock gave a brief description of the outcome of the planning session.

Councilmember Kidd stated that he did not see a lot of street repairs listed in the budget. City Manager Peacock stated that we only budget \$500,000 each year for street repairs. Councilmember Kidd asked if we buy new equipment, can we handle it. City Manager Peacock stated this is the first-time public works has been fully staffed.

F. 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.

Councilmember Kidd noted that he attended the downtown Burleson event, and it was very nice. Asst. City Manager Bransom stated that the Movies in the Park will be held on August 26th.

G. PUBLIC FORUM, PRESENTATION, AND RECOGNITION:

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

NA

H. CONSENT AGENDA

Mayor Kimble announced the Consent Agenda will be separated out.

- 1. Discuss, consider, and possible action on the July 20, 2023, meeting minutes. (Staff Resource: A. Holloway)

Motion made by Councilmember Anderson to approve the July 20, 2023, meeting minutes. Seconded by Councilmember Kidd.

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

- 2. Discuss, consider, and possible action on Interlocal Cooperation Agreement with Johnson County for Dispatching Services (Fire Department) for the budget year 2023 – 2024. (Staff Resource: T. Griffith)

Motion made by Councilmember Waldrip to approve the Johnson County Dispatch Service Agreement. Seconded by Councilmember Marshall.

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

- 3. Discuss, consider, and possible action on approving Development Agreements. (Staff Resource: A. Holloway)

Motion made by Councilmember Kidd to approve the Development Agreements. Seconded by Councilmember Nichols.

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

I. REGULAR AGENDA

1. Discuss, consider, and possible action on a resolution proposing the adoption of an Ad Valorem Tax Rate and schedule a public hearing subject to all public hearing requirements of the Texas Property Tax Code. (Staff Resources: M. Peacock)

Motion made by Councilmember Waldrip to approve a resolution setting the proposed tax rate at 0.651229 per \$100. Seconded by Councilmember Marshall.

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

2. Discuss, consider, and possible action on an Ordinance amending the Joshua Subdivision Ordinance to be in full compliance and meet all House Bill No 3699 requirements. (Staff Resource: A. Holloway)

City Attorney Welch stated that during the last legislature session, they changed the requirements and the definition of when a plat is filed.

Motion made by Councilmember Breitenstein to approve an Ordinance amending the Joshua Subdivision to be in full compliance and meet all HB 3699 requirements. Seconded by Councilmember Anderson.

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

3. 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 a joint election; and resolving other matters incident and related to such election. (Staff Resource: A. Holloway)

City Manager Peacock stated that he wanted to make sure that everyone knew that if the debt is issued, a 12 cents tax rate increase.

Ryan Cunningham with Samco, stated that he is available to answer questions. Councilmember Anderson asked what is staff's commitment? City Manager Peacock stated we will do everything we possibly can.

Councilmember Kidd asked if the bond could be paid off early. Mr. Cunningham answered yes, normally 10 years to pay off or refinance.

Mayor Kimble asked with the school having a bond election, would it be wiser to put off until May.

After much discussion, the City Council directed staff to add the bond election to the January 2024 Agenda.

4. Discuss, consider, and possible action on approving the 2023/2024 employee benefits package with United Healthcare, New York Life, and Ameriflex. (Staff Resource: B. Grounds)

Motion made by Councilmember Waldrip to approve the 2023/24 employee benefits packet (removing the MetLife Plan). Seconded by Councilmember Breitenstein.

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

- 5. Discuss, consider, and possible action on approving a Camera System and Wi-Fi Project using ARPA funds. (Staff Resource: A. Bransom)

Motion made by Councilmember Kidd to approve the Camera System and Wi-Fi using ARMPA Funds. Seconded by Councilmember Waldrip.

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

J. STAFF REPORT- JULY 2023

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

K. EXECUTIVE SESSION

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

- 1. In accordance with the Texas Government Code Section 551.071 and 551.074, consultation with the City Attorney regarding personnel matters and all matters incident and related thereto.
- 2. In accordance with the Texas Government Code, Section 551.074, to deliberate regarding the appointment, employment, and evaluation of a public officer or employee.

Mayor Kimble announced that the City Council will recess into Executive Session at 8:05 pm.

L. RECONVENE INTO REGULAR SESSION

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

Mayor Kimble reconvened the meeting into the regular session at 8:37 pm.

No action taken as the result of the Executive Session.

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

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

NA

N. ADJOURNMENT

Mayor Kimble adjourned the meeting at 8:38 pm.

Scott Kimble, Mayor

Alice Holloway, City Secretary

Approved: September 21, 2023



**Consent Agenda
September 21, 2023**

Action Item

Agenda Description:

Discuss, consider, and possible action on Addendum to Vertosoft, LLC Master Services Agreement

Background Information:

Addendum was not included with the Master Services Agreement signed earlier this year.

Financial Information:

No additional cost to city in addendum

City Contact and Recommendations:

David Gelsthorpe, Chief of Police

Recommend approval of agreement

Attachments:

Addendum to Vertosoft, LLC Master Services Agreement

**City of Joshua CONTRACT TERMS
ADDENDUM TO VERTOSOFT, LLC MASTER SERVICES AGREEMENT**

The Joshua City Council Finds, and the Parties Agree, as Follows:

1.1

This **Addendum** is part of an Agreement between City of Joshua, **TEXAS**, a political subdivision of the State of Texas, (hereinafter referred to as “Joshua” or “City” and referred to as ‘**CLIENT**’ in certain documents put forth by **VERTOSOFT, LLC and / or SOMA GLOBAL INC.** **VERTOSOFT, LLC** may be referred to herein as “**VERTOSOFT**”. **SOMA GLOBAL, INC.** may be referred to herein as “**SOMA GLOBAL**” or “**SOMA**”. The term “**COMPANY**” as used herein may refer to **VERTOSOFT, LLC and SOMA GLOBAL, INC., singularly, or both, as may be applicable.** Certain documents put forth by **VERTOSOFT, LLC or SOMA GLOBAL, INC.** may refer to **VERTOSOFT, LLC or SOMA GLOBAL, INC.** as “**WE**” or “**US**”. **City of Joshua, VERTOSOFT, LLC and SOMA GLOBAL, INC.,** singularly or jointly, as may be applicable, may be collectively identified as the “**Parties**” or each individually as a “**Party**”. This Addendum is part of the Agreement with **VERTOSOFT, LLC and SOMA GLOBAL, INC.** and is intended to modify (as set forth in this Addendum) all documents, including the Proposal and any acceptance of the Proposal put forth by **VERTOSOFT, LLC and SOMA GLOBAL, INC.** This Addendum modifies (as set forth in this Addendum) the **VERTOSOFT, LLC MASTER SERVICE AGREEMENT and the GOVERNMENT SOLUTIONS DISTRIBUTION AGREEMENT, Agreement Number V 2022-0716,** and any other document (including but not limited to Order Forms and Invoices) proffered to City of Joshua by **VERTOSOFT, LLC or SOMA GLOBAL, INC.** or their agents and other documents defining the Agreement between City of Joshua, **TEXAS** and **VERTOSOFT, LLC and / or SOMA GLOBAL, INC.**

1.2

This Addendum is part of the Agreement with **VERTOSOFT, LLC** and is intended to modify (as set forth in this Addendum) **ALL** documents, including the **VERTOSOFT, LLC MASTER SERVICES AGREEMENT** put forth by **VERTOSOFT, LLC,** including Statement of Work, Scope of Work, or Order forms and documents put forth subsequent to the execution of this Addendum.

1.3

This Agreement and the expenditure of funds hereunder constitute **Other Covid 19 Health Expenses.** The cloud software, services and technology acquired through this Agreement will facilitate and enable agencies county-wide to coordinate actions and

responses and be proactive in preventing future pandemic emergency health events.

1.4

SOMA will perform the services and work and provide products to City as described in ADDENDUM EXHIBIT D STATEMENT OF WORK v03 30 23.

1.5

Any refence to or requirement of a “CONSORTIUM” is hereby deleted.

1.6

The Parties intend and expect the purchase of the products and services contemplated by this Agreement will be made by way of and pursuant to the Contract Number 220105 with The Interlocal Purchasing System (TIPS-USA) purchasing cooperative with City of Joshua as a Member and VERTOSOFT as a Vendor in order to satisfy competitive purchasing requirements.

2.1

This Agreement will be governed by and construed according to the laws of the **State of Texas**. Venue for any action or claim arising out of the Agreement must be in the state district courts in Johnson County, Texas or the federal district courts in Dallas County, Texas. Any provision stating that the City agrees to waive any right to trial by jury is hereby deleted.

2.2

Limitations for the right to bring an action, regardless of form, shall be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code §16.070, as amended, and any provision to the contrary is hereby deleted.

2.3

Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, any term which provides for such a claim is hereby deleted. City of Joshua will, upon request of a party to the contract, certify the funds available to fulfill the terms of this Agreement.

3.1

The Parties agree that under the Constitution and laws of the State of Texas, City of Joshua cannot enter into an agreement whereby City of Joshua agrees to indemnify or hold harmless any other party; therefore, all references of any kind to City of Joshua indemnifying and holding harmless any individuals or entities for any reason whatsoever are hereby deleted.

3.2

Article XI, Section 7(a) of the Texas constitution provides in relevant part:

... But no debt for any purpose shall ever be incurred in any manner by any city or county unless provision is made, at the time of creating the same, for levying and collecting a sufficient tax to pay the interest thereon and provide at least two per cent

(2%) as a sinking fund, except as provided by Subsection (b) ...

This provision is interpreted with respect to contractual obligations of Texas county and city government entities to prohibit such government entities from entering into an indemnity agreement and to nullify such agreement provisions.

4.1

The Parties agree and understand that City is a political subdivision of the State of Texas, and therefore has certain governmental immunity, sovereign immunity and limitations on liability, and that City's general liability and vehicle insurance coverage is with the Texas Municipal League Intergovernmental Risk Pool and said "insurance coverage" is limited to the statutory maximum limits of the Texas Tort Claims Act; therefore, any provisions to the contrary are hereby deleted. The Parties agree and understand that the City does not waive any of its common law, statutory or constitutional defenses to which it may be entitled.

4.2

The Parties agree and understand that City will not agree to waive any rights and remedies available to City under the Uniform Commercial Code ("UCC"); therefore, any provision to the contrary is hereby deleted.

4.3

The Parties agree and understand that City will not agree to be responsible for any sales tax, use tax, or any other taxes, fees, fines, or penalties that may be imposed, levied, or assessed by any federal, state, or local government or agency which relates to the Agreement, the equipment, or its use; therefore, any provision to the contrary is hereby deleted.

4.4

The Parties agree and understand that City will provide statutory workers compensation for its employees; however, City does not agree to include a waiver of subrogation, and therefore any provisions to the contrary are hereby deleted.

5.1

Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment by a governmental entity under a contract is overdue on the 31st day after the later of:

- a. the date the governmental entity receives the goods under the contract.
- b. the date the performance of the service under the contract is completed; or
- c. the date the governmental entity receives an invoice for the goods or service.

Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment begins to accrue interest on the date the payment becomes overdue. The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of: (1) one percent; and (2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding

fiscal year that does not fall on a Saturday or Sunday. Interest on an overdue payment stops accruing on the date the governmental entity or vendor mailed or electronically transmits the payment. Therefore, all provisions to the contrary are hereby deleted.

6.1

No officer, member or employee of City, and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this Agreement which affects his/her personal interest, have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

6.2

To the extent, if any, that any provision in this Agreement is in conflict with Texas Government Code §552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that the City of Joshua, its officers, and employees may request advice, decisions, and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act. In the event of a request for documents or materials pursuant to the Texas Public Information Act (Texas Government Code Chapter 552) or similar law pertaining to documents or information City reasonably believes that COMPANY might lawfully seek to claim as confidential, then City will forward the request to COMPANY. It shall be the obligation of COMPANY to prepare and submit to the Texas Attorney General's Office any claim and supporting brief or materials necessary to assert a claim that the documents or materials may be withheld pursuant to Texas Government Code Chapter 552 or other applicable law. City will cooperate with City in making such a submission to the Texas Attorney General's Office. **COMPANY acknowledges and understands that contracts, agreements, payment, and revenue of a political subdivision of the State of Texas are public information and are not confidential.**

6.3

Services and products provided under the Agreement shall be provided in accordance with all applicable state and federal laws.

6.4

Under the Constitution and laws of the State of Texas, public property is exempt from forced sales and liens may not attach thereto.

6.5

It is understood and agreed that City of Joshua will not be subject to arbitration; therefore, any paragraph or provision requiring arbitration is hereby deleted.

6.6

City of Joshua shall be responsible for the acts or failure to act of its employees, agents, or servants, provided; however, its responsibility shall be subject to the terms, provisions and limitations of the Constitution and laws of the State of Texas, particularly the Texas Tort Claims Act.

7.1

If the Agreement provides for the continuation of this Agreement from year to year, then continuation is subject to current funds available for the Agreement, the allocation of funds to meet the terms of this Agreement, and subject to the approval of the City of Joshua City Council. However, this Agreement need not be specifically identified in the annual budget or budget process. Utilization of the equipment or services provided by **COMPANY** pursuant to the terms of this Agreement by City will constitute the City's action and intent to continue this Agreement barring a specific written notice to the contrary. **Notwithstanding the foregoing, in no event shall this Agreement continue for a period exceeding 84 months from the date of execution of this Addendum without additional specific consideration and approval by the City Council of City of Joshua, TEXAS.**

7.2

At any time following the expiration of 2 YEARS from the execution of the contract, City may terminate the contract and cancel payment obligations at City's discretion, without charges for unutilized term, or penalty of any kind payable by City, by giving COMPANY 90 days written notice of such termination. City does not waive any provision existing at law providing for the termination of the Agreement.

7.3

At the termination of this Agreement, to the extent VERTOSOFT or SOMA possesses or controls access to City of Joshua data, VERTOSOFT or SOMA (depending on which entity has actual control and access to the data) must copy the data to a storage medium in common use at the time or as agreed to by the Information Technology Department of City of Joshua and deliver such medium and data to City of Joshua INFORMATION TECHNOLOGY DEPARTMENT. VERTOSOFT and SOMA recognize such data as data of the State of Texas or a political subdivision thereof and must be maintained according to the laws of the State of Texas governing the retention and storage of such data. Destruction of such data contrary to law and contrary to the rules promulgated by the Texas State Library and Archives Commission may be subject to criminal prosecution and civil liability.

7.4

The parties hereto understand that records are being assimilated and maintained for purposes of law enforcement including criminal investigation and prosecution and the records may contain materials of a sexually explicit or graphically violent nature and must be maintained for law enforcement purposes.

7.5

No provision or determination by VERTOSOFT or SOMA may limit or prohibit sharing of data by government entities or agencies acting in their official capacities or in performance of their government duties.

7.6

VERTOSOFT's or SOMA's Reservation of Rights set out in Section 6.1 of the Master Services Agreement and elsewhere DOES NOT include the right to withhold data or records of City of Joshua or "CLIENT" from City of Joshua or "CLIENT".

7.8.1

Other entities for whom the City of Joshua is providing funding in support of the acquisition of VERTOSOFT or SOMA services or technology are **NOT** part of this Agreement and **NOT parties** to this Agreement between VERTOSOFT and SOMA and City of Joshua.

7.8.2

ADDENDUM EXHIBIT B – City of Joshua ANTICIPATED FUNDING ALLOCATION is attached hereto and incorporated herein to show intention of funding allocation by City of Joshua. Obligation and disbursement of such funds by City of Joshua is dependent on each independent political subdivision contracting with VERTOSOFT and SOMA.

7.8.3

JOHNSON COUNTY anticipates paying the **onboarding fees** and the **Year 1 Annual subscription and support fees** for each of the non-Johnson County political subdivisions to such political subdivision for payment to VERTOSOFT following such subdivisions execution of an Agreement with VERTOSOFT and SOMA and execution of an MOU and Sub-recipient Agreement with City of Joshua.

7.8.4

JOHNSON COUNTY anticipates providing funding, as described in the attached **ADDENDUM EXHIBIT B – JOHNSON COUNTY ANTICIPATED FUNDING ALLOCATION**, to the listed political subdivisions and public safety agencies (by way of their respective political subdivisions) contingent upon the named political subdivisions and public safety agencies (by way of their respective political subdivisions) entering agreements similar to this Agreement with VERTOSOFT and SOMA along with an MOU and Sub-recipient Agreement with City of Joshua .

7.8.5

JOHNSON COUNTY will pay to VERTOSOFT the **onboarding** and the **subscription and support fees** for the Johnson County Sheriff's Office; Johnson County Constables Offices

1,2,3, and 4; the Johnson County Attorney's Office; the Johnson County District Attorney's Office (these Offices are part of the political subdivision JOHNSON COUNTY, TEXAS) and the STOP-Special Crimes Unit

7.8.6

Entities that are not part of the political subdivision City of Joshua, TEXAS, are responsible for any additional onboarding and subscription and support fees in excess of those described or enumerated in this Addendum or attached Exhibits.

7.8.7

ADDENDUM EXHIBIT C – PRICE BREAKDOWN BY AGENCY YEARS 2-5 is attached hereto and incorporated herein to show costs to be paid by JOHNSON COUNTY for the Johnson County Sheriff's Office, Johnson County Constable Offices 1, 2, 3, and 4, the Johnson County District Attorney's Office, the Johnson County Attorney's Office, and the STOP Special Crime Unit.

7.8.8

JOHNSON COUNTY will not pay or be liable for the subsequent licenses and support services for years 2-5 or subsequently for political subdivisions or public service agencies other than the Johnson County Sheriff's Office; Johnson County Constables Offices 1,2,3, and 4; the Johnson County Attorney's Office; and, the Johnson County District Attorney's Office (These Offices are part of the political subdivision JOHNSON COUNTY, TEXAS) and the STOP Special Crime Unit. The above political subdivisions of Johnson County obligation of payment for subsequent licenses and support services including required interfaces are not due and shall not become due until 60 days after successful "Go-Live" as defined by the Statement of Work has been achieved for all products and services and has been confirmed in writing by the Johnson County Sheriff and the Director of the Johnson County Information Technology Department and submitted to the Johnson County Commissioners Court. Such confirmation shall not be unreasonably withheld. Such confirmation shall be submitted to the Johnson County Commissioners Court with, or prior to, request to the Commissioners Court to approve "Year 2" payment for software and subscription services. Successive annual payments for services and subscription fees shall be due and payable on the anniversary of the date the Year 2 payment is made by JOHNSON COUNTY.

8.1

All provisions of the agreement are modified such that in no event would City of Joshua have less than 120 days from notice of termination of the Agreement to secure any data or records in a useable and readable format. City of Joshua's securing of such data or records is intended to be done and will be allowed to be accomplished in a common and economically efficient method extant at the time of extracting, copying, and securing such data and records.

8.2

COMPANY certifies that pursuant to Section 231.006 of the Texas Family Code that the individual or business entity named in this contract is not ineligible to receive the specified payment(s) and acknowledges that this contract may be terminated, and payment may be withheld if this certification is inaccurate. COMPANY states that it is not ineligible to receive State or Federal funds due to child support arrearages

8.3

COMPANY verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term “boycott Israel” is as defined by Texas Government Code Section 808.001, effective September 1, 2017. COMPANY further verifies that it is not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term “foreign terrorist organization” means an organization designated as foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

8.4

COMPANY verifies that it complies with Texas Government Code Chapter 2274 and further verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

8.5

COMPANY verifies that it complies with Texas Government Code Chapter 2274 and further verifies that it:

- (1) does not boycott energy companies; and
- (2) will not boycott energy companies during the term of the contract.

In this provision:

- (1) “Boycott energy company” has the meaning assigned by Section 809.001.
- (2) “Company” has the meaning assigned by Section 809.001, except that the term does not include sole proprietorship.
- (3) “Governmental entity” has the meaning assigned by Section 2251.001.

8.6

SOMA Global, Inc. certifies by signature of its authorized representative on this document that it does and will so long as this Agreement is in effect comply fully with Section 889 of the National Defense Authorization Act for Fiscal Year 2019 (NDAA FY19) and Section 5949 of the National Defense Authorization Act for Fiscal Year 2023 (NDAA FY23) and with any additional existing and future “China Tech Prohibitions” promulgated or enacted by the United States Government.

SOMA Global, Inc. certifies by signature of its authorized representative on this document that it complies with the China Tech Prohibitions and any products used during the professional services will also comply with the “China Tech Prohibitions”.

Further, SOMA Global, Inc certifies by signature of its authorized representative on this document that it will not use any products or equipment on this project that does not comply with the “China Tech Prohibitions”.

8.7

VERTOSOFT, LLC certifies by signature of its authorized representative on this document that it does and will so long as this Agreement is in effect comply fully with Section 889 of the National Defense Authorization Act for Fiscal Year 2019 (NDAA FY19) and Section 5949 of the National Defense Authorization Act for Fiscal Year 2023 (NDAA FY23) and with any additional existing and future “China Tech Prohibitions” promulgated or enacted by the United States Government.

VERTOSOFT, LLC certifies by signature of its authorized representative on this document that it complies with the China Tech Prohibitions and any products used during the professional services will also comply with the “China Tech Prohibitions”.

Further, VERTOSOFT, LLC certifies by signature of its authorized representative on this document that it will not use any products or equipment on this project that does not comply with the “China Tech Prohibitions”.

8.8

The terms and provisions of the attached **ADDENDUM EXHIBIT A – REQUIRED STATE AND FEDERAL PROVISIONS** shall be incorporated herein and shall take precedence where required to give those terms and provisions effect.

8.9

The terms and provisions of the attached **ADDENDUM EXHIBIT B – City of Joshua ANTICIPATED FUNDING ALLOCATION** shall be incorporated herein and shall take precedence where required to give those terms and provisions effect.

8.10

The terms and provisions of the attached **ADDENDUM EXHIBIT C – PRICE BREAKDOWN BY AGENCY YEARS 2-5** shall be incorporated herein and shall take precedence where required to give those terms and provisions effect.

8.11

The terms and provisions of the attached **ADDENDUM EXHIBIT D – STATEMENT OF WORK** shall be incorporated herein and shall be completed and scoped according to agency requirements including milestone completion and acceptance forms.

8.12

The terms and provisions of the attached **ADDENDUM EXHIBIT E – MILESTONE COMPLETION AND ACCEPTANCE** shall be incorporated herein and shall take precedence where required to give those terms and provisions effect.

8.13

The terms and provisions of the attached **ADDENDUM EXHIBIT F – VERTOSOFT SOMA GLOBAL QUOTE 04-21-2023** shall be incorporated herein.

8.14

VERTOSOFT and SOMA agree that all rights and benefits (except for payment of commissions) granted by **SOMA Global to VERTOSOFT pursuant to the Government Solutions Distribution Agreement No. V 2022-0716 signed by Mike Mattson and Jay Colavita with an effective date of July 1, 2022**, hereafter identified as the “Government Distribution Agreement” shall inure to the benefit of the City of Joshua.

9.1

Notwithstanding any other provisions contained in the contract documents, any amendment to the terms of the contract must be specifically approved by the City Council of the City of Joshua and signed by the mayor.

9.2

Notwithstanding any other provision in this Addendum or the associated documents, to the extent COMPANY is being contracted to provide information technology and services or to maintain and make available information for use by City of Joshua and the public, including documents, data, content and records then said documents, data, content and records are and shall be the exclusive property of City of Joshua , TEXAS or the State of Texas, or a political subdivision thereof.

9.3

The parties will comply with all requirements of CJIS, NCIC, TCIC, TLETS, HIPAA, and Texas Health and Safety Code Chapter 181 Medical Records Privacy.

9.4

All contract obligations on the part of City of Joshua are contingent upon VERTOSOFT and SOMA receiving CJIS and TLETS access for each required agency within Johnson County, Texas from the Texas Department of Public Safety.

10.1

In the event of any conflict between the terms and provisions of this Addendum and the terms and provisions of those contractual provisions tendered to City of Joshua in the Master Services Agreement, this Addendum shall control and amend the contractual provisions of the Agreement and any provision to the contrary is hereby deleted. *THE TERMS OF THIS ADDENDUM SHALL BE FULLY OPERATIVE AND HAVE PRIORITY OVER ALL OTHER DOCUMENTS AND TERMS PUT FORTH BY VERTOSOFT or SOMA AND ANY TERM TO THE CONTRARY IN OTHER DOCUMENTS PUT FORTH BY VERTOSOFT or SOMA IS HEREBY DELETED.*

APPROVED AS TO FORM AND CONTENT:

City of Joshua:

City of Joshua ADDENDUM to VERTOSOFT SOMA MSA- v7A
JOSHUA, JOHNSON COUNTY, TEXAS

Page 11.

Scott Kimble
As Mayor, City of Joshua

Date:

Attest:

City Secretary, City of Joshua

Date

VERTOSOFT, LLC:

Authorized Representative of
VERTOSOFT, LLC

Date

Printed Name: _____

Title: _____

SOMA GLOBAL, INC:

Authorized Representative of
SOMA GLOBAL, INC

Date

Printed Name: _____

Title: _____



**City Council Agenda
September 21, 2023**

Minutes Resolution

Action Item

Agenda Description:

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

Background Information:

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

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

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

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

The following addresses have been approved by the property owners

916 Oak Lane Dr

1029 Cr 705

1031 Cr 705

1035 Cr 705

4925 Cr 803

1104 Cr 910

5029 Cr 803

1015 Cr 705

4941 Cr 803

Financial Information:

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

City Contact and Recommendations:

Alice Holloway, City Secretary

Attachments:

1. Blank Agreement (same for all property owners)

STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

DEVELOPMENT AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third-party beneficiaries by entering into this Agreement.

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

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

CITY OF JOSHUA, TEXAS

By: _____
Mike Peacock, City Manager

Date: _____

STATE OF TEXAS)
)
COUNTY OF JOHNSON)

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

Notary Public, State of Texas

My Commission Expires:

Landowner

By: _____

Date: _____

STATE OF TEXAS)
)
COUNTY OF JOHNSON)

This instrument was acknowledged before me on the ____ day of _____, 2023, by _____.

Notary Public, State of Texas

My Commission Expires:

Landowner

By: _____

Date: _____

STATE OF TEXAS)
)
COUNTY OF JOHNSON)

This instrument was acknowledged before me on the ____ day of _____, 2023, by _____.

Notary Public, State of Texas

My Commission Expires:

EXHIBIT A

Description of the Property

JCAD #:
Address:
Abst Tr
Being acre(s)



**City Council Agenda
September 21, 2023**

Resolution

Action Item

Agenda Description:

Discuss, consider, and possible action on a resolution amending the Capitalization Policy.

Background Information:

This update to the Capitalization Policy amends the dollar thresholds of inclusion. It also provides additional information related to capital assets.

Financial Information:

N/A

City Contact and Recommendations:

Marcie Freelen, Finance Director

Staff recommends approval of amended Capitalization Policy.

Attachments:

1. Resolution
2. Capitalization Policy



City of Joshua, Texas
Capitalization Policy
September 21, 2023

**City of Joshua, Texas
Capitalization Policy
September 21, 2023**

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City of Joshua, Texas
Capitalization Policy
September 21, 2023

Purpose

The purpose of this policy is to ensure adequate control and appropriate use of City of Joshua (City) capital assets. The procedures are intended to define capital assets and to establish guidelines for budgeting, financial reporting, depreciating, and disposing of capital assets. These assets must be accounted for at historical cost or estimated historical cost and fairly represented in the City's Annual Comprehensive Financial Report (ACFR) in accordance with current standards as established by the Governmental Accounting Standards Board (GASB).

Responsibility

It is the policy of the City that capital assets be used for appropriate City purposes and be properly accounted for. It is the responsibility of the Finance Department to ensure capital assets will be inventoried on a periodic basis and accounted for by asset category. It is the responsibility of the Department Heads to ensure that proper budgeting and purchasing guidelines are followed and that capital assets are adequately secured.

Capital Asset Classification

Capital assets are major assets that are used in governmental operations and that benefit more than a single fiscal period. These assets are not intentionally acquired for resale, nor are they readily converted to cash. The identifying characteristics of a capital asset are "significant value" and "useful life". Capital assets are categorized into several major classes. These classes provide the structure for the capital asset accounts and define processing requirements for the different types of assets. Major asset classes include:

- Land
- Buildings

- Improvements
- Infrastructure
- Construction in progress
- Right-to-use leased equipment
- Equipment

Land acquired and intended for public use by the City will be capitalized. The amount to be capitalized is the actual cost at the time of acquisition. Actual cost includes purchase price and any fees for related services such as commissions, surveying fees, appraisal and negotiation fees, professional fees of engineers, attorneys, appraisers and financial advisors, damage payments, title preparation costs, site preparation costs, cost to demolish unwanted structures (less salvage) and property removal (relocation or reconstruction) of others. For donated land, the fair market value of the land as of the date of acquisition will be capitalized.

A building is a structure that is permanently attached to the land, has a roof, and is partially or completely enclosed by walls. Capitalized original cost on a constructed building will include the cost of constructing the asset, architects' fees, engineers' fees, permits, insurance, and administrative costs during construction.

Improvements are considered assets built, installed, or established to enhance the quality or facilitate the use of land for a specific purpose. Improvements include fencing, landscaping, parking lots, recreation areas, and pavilions.

Infrastructure is usually considered stationary and can be preserved for a significantly greater number of years than most capital assets. It is often linear and continuous in nature. Examples of infrastructure are streets, curbs, gutters, sidewalks, fire hydrants, bridges, tunnels, drainage facilities, radio towers, light systems, and signage.

Construction in progress is used to account for amounts expended on an incomplete asset. Once the asset is complete, related costs are transferred from the construction in progress class to the applicable asset class.

Right-to-use leased equipment is equipment that the City has the right to use over the life of a lease. The value is determined by the lease liability plus any lease payments made to the lessor at or before lease commencement, less any lease incentives received, plus any initial direct costs incurred by the City.

Equipment is fixed or movable tangible assets to be used for operations that the life of at least two years. Examples of equipment are vehicles, off-road equipment, office equipment, computer equipment, furniture, and fixtures. Equipment assets are valued at actual cost including ancillary charges. Ancillary costs considered in determining the value of these assets include transportation charges, installation costs and extended warranty contracts or any other normal or necessary costs required to place the asset in its intended location and condition for use.

Capitalization Threshold

The City has determined that an asset of significant value shall be defined as an item with an acquisition cost of \$5,000 or greater. If an asset meets the threshold test of significant value and has a useful life of at least 2 years, it shall be classified as a capital asset. Capital assets are recorded at actual or estimated historical cost or, in the case of donated assets, at fair market value on the date of acquisition. The cost of an asset should include ancillary charges that are directly attributable to asset acquisition and necessary to place the asset into its intended location and condition for use.

Maintenance

Maintenance expenses are incurred to keep assets in normal operating condition and to help maintain the original use of the asset. Maintenance expenses do not extend the life of the asset beyond the expected useful life at acquisition or increase the future service potential of the asset. Maintenance costs are incurred to keep the asset operational throughout its useful life. Therefore, the replacement of roofs, plumbing/electrical systems and carpet are typically classified as maintenance costs. It does not extend the life of the asset longer than originally intended, so the costs are expensed. Regardless of the dollar amount, maintenance costs are expensed and not capitalized. The costs are recorded to repairs and maintenance expense.

Depreciation

Depreciation shall be computed using the straight-line method over the estimated useful life of the capital asset. Land is not depreciated since it is considered not to have a limited useful life and its salvage value is unlikely to be less than its acquisition cost. Construction in progress is also not depreciated. The following table identifies classes of capital assets and their expected useful lives in years.

Asset Class	Useful Life in Years
Land	N/A
Buildings	20-50
Improvements	10-50
Infrastructure	15-50
Construction in progress	N/A
Right-to-use leased equipment	2-20
Equipment	2-20

Disposal

All capital assets are City property and may not be donated, discarded, or transferred to another owner without direct authorization from the City Manager. Departments must notify the Finance Department of all surplus capital assets and any other surplus items that are ready for disposition. Once notice has occurred, the Finance Department will coordinate with departments to verify that all necessary information has been received from the department. After all necessary information has been received, the Finance Department will schedule the auction. The disposition of the capital assets the City purchased with federal, state, or other grant funds must follow federal guidelines. The guidelines of the specific grant, or general federal guidelines, will dictate the duration of time that the asset must remain City property. The guidelines also will indicate the disposition of the proceeds from the sale of the asset.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS AMENDING THE CAPITALIZATION POLICY FOR CAPITAL ASSETS OF THE CITY OF JOSHUA, TEXAS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, there is a need to amend the capitalization policy for budgeting and auditing purposes; and

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

SECTION 1. Capital assets categories and thresholds will be:

Land	Any Amount
Construction in progress	Any Amount
Buildings	\$ 5,000.00
Improvements	\$ 5,000.00
Infrastructure	\$ 5,000.00
Equipment	\$ 5,000.00
Right-to-use lease equipment	\$ 5,000.00

SECTION 2. For clarification purposes of this policy the above items are generally defined as, but not expressly limited to the following definitions:

Land acquired and intended for public use by the City will be capitalized. The amount to be capitalized is the actual cost at the time of acquisition. Actual cost includes purchase price and any fees for related services such as commissions, surveying fees, appraisal and negotiation fees, professional fees of engineers, attorneys, appraisers and financial advisors, damage payments, title preparation costs, site preparation costs, cost to demolish unwanted structures (less salvage) and property removal (relocation or reconstruction) of others.

Construction in progress is used to account for amounts expended on an incomplete asset. Once the asset is complete, related costs are transferred from the construction in progress class to the applicable asset class.

A building is a structure that is permanently attached to the land, has a roof, and is partially or completely enclosed by walls. Capitalized original cost on a constructed building will include the cost of constructing the asset, architects’ fees, engineers’ fees, permits, insurance, and administrative costs during construction.

Improvements are considered assets built, installed, or established to enhance the quality or facilitate the use of land for a specific purpose. Improvements include fencing, landscaping, parking lots, recreation areas, and pavilions.

Infrastructure is usually considered stationary and can be preserved for a significantly greater number of years than most capital assets. It is often linear and continuous in nature. Examples of infrastructure are streets, curbs, gutters, sidewalks, fire hydrants, bridges, tunnels, drainage facilities, radio towers, light systems, and signage.

Equipment is fixed or movable tangible assets to be used for operations that the life of at least two years. Examples of equipment are vehicles, off-road equipment, office equipment, computer equipment, furniture, and fixtures. Equipment assets are valued at actual cost including ancillary charges. Ancillary costs considered in determining the value of these assets include transportation charges, installation costs and extended warranty contracts or any other normal or necessary costs required to place the asset in its intended location and condition for use.

Right-to-use leased equipment is equipment that the City has the right to use over the life of a lease. The value is determined by the lease liability plus any lease payments made to the lessor at or before lease commencement, less any lease incentives received, plus any initial direct costs incurred by the City.

This resolution shall take effect immediately after its passage on the date shown below.

PASSED, APPROVED AND ADOPTED this 21st day of September, 2023.

Scott Kimble
Mayor

ATTEST:

Alice Holloway
City Secretary

CITY OF JOSHUA, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, AMENDING SUBSECTION A, “GENERALLY,” OF SECTION 10.1.3 “ADEQUATE PUBLIC FACILITIES,” OF ARTICLE 1, “GENERAL”; AMENDING THE DEFINITION OF “ADMINISTRATIVE OFFICIAL” AND “FILING DATE,” AND ADDING A DEFINITION OF “PLAN VIEW,” CONTAINED IN SUBSECTION B, “DEFINITIONS,” OF SECTION 10.1.7, “DEFINITIONS,” OF ARTICLE 1, “GENERAL”; AMENDING SECTION 10.4.2, “DOCUMENTS REQUIRED FOR PROCESSING APPLICATIONS,” OF ARTICLE 4, “REQUIREMENTS FOR PLAT SUBMITTAL”; AMENDING SUBSECTION F, “PRELIMINARY WATER AND WASTEWATER UTILITY PLANS,” OF SECTION 10.4.3, “PRELIMINARY PLAT SUBMITTAL REQUIREMENTS,” OF ARTICLE 4, “REQUIREMENTS FOR PLAT SUBMITTAL”; AMENDING SUBPART (5) OF SUBSECTION C, “DOCUMENTATION AND ADDITIONAL PLANS TO ACCOMPANY FINAL PLAT APPLICATION,” OF SECTION 10.4.6, “FINAL PLAT — APPLICATION SUBMITTAL REQUIREMENTS,” OF ARTICLE 4, “REQUIREMENTS FOR PLAT SUBMITTAL”; AMENDING SUBPARTS (3)(C) AND (D) OF SUBSECTION B, “SPECIFICALLY,” OF SECTION 10.4.8, “CONSTRUCTION PLANS FOR PUBLIC IMPROVEMENTS,” OF ARTICLE 4, “REQUIREMENTS FOR PLAT SUBMITTAL”; AMENDING SUBPART A OF SUBSECTION A, “REQUIREMENTS,” OF SECTION 10.5.6, “RECORDING OF PLAT,” OF ARTICLE 5, “PROCEDURES FOR PLAT APPROVAL;” AMENDING SUBSECTION A, “APPROVAL REQUIRED BY JOHNSON COUNTY SPECIAL UTILITY DISTRICT OR BETHESDA WATER SUPPLY CORPORATION,” OF SECTION 10.8.1, “WATER AND WASTEWATER IMPROVEMENTS,” OF ARTICLE 8, “WATER, WASTEWATER AND DRAINAGE IMPROVEMENTS;” RELATED TO SUBDIVISIONS AND PLATS, TO CONFORM WITH HOUSE BILL NO. 3699 AND IMPROVE THE CITY’S ABILITY TO MEET STATE MANDATED TIME LINES AND CONDITIONS RELATED THERETO, ALL CONTAINED IN THE CITY’S SUBDIVISION ORDINANCE, EXHIBIT “A” TO ARTICLE 10.02.001, “SUBDIVISION ORDINANCE,” OF CHAPTER 10, “SUBDIVISION REGULATION,” OF THE CODE OF ORDINANCES OF THE CITY OF JOSHUA, TEXAS; PROVIDING FOR SEVERABILITY, SAVINGS AND REPEALING CLAUSES; PROVIDING FOR PENALTIES; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City of Joshua, Texas (“City”), is a home-rule municipality under the laws of the State of Texas and is duly incorporated; and

WHEREAS, the City possesses the full power of self-government, as authorized by the Texas Constitution and the City’s duly adopted Charter; and

WHEREAS, the 88th Legislature recently passed House Bill No. 3699, which Bill was signed by the Governor, providing for amendments to Chapter 212, “Municipal

Regulation of Subdivisions and Property Development”, of the Texas Local Government Code; and

WHEREAS, the following additional, technical amendments to the City’s Subdivision Ordinance are in full compliance with the requirements of House Bill No. 3699, and the City Council of the City has determined that the adoption of these new provisions is in the best interests of the citizens of the City and will promote the public health, safety and general welfare; and

WHEREAS, the City Council, on behalf of Joshua and its citizens, further has determined that the following amendments will promote the orderly, safe and efficient growth of the City and the City’s extraterritorial jurisdiction.

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

SECTION 1

All of the above findings are hereby found to be true and correct and are hereby incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2

From and after the effective date of this Ordinance, Subsection A, “Generally,” Section 10.1.3 “Adequate Public Facilities,” of Article 1, “General,” of the City’s Subdivision Ordinance, contained in Exhibit “A” to Article 10.02.001, “Subdivision Ordinance,” of Chapter 10, “Subdivision Regulation,” of the Code of Ordinances of the City of Joshua, Texas, is hereby amended to read as follows:

“SEC. 10.1.3 ADEQUATE PUBLIC FACILITIES.

A. Generally. Land proposed to be subdivided must be served adequately by essential public facilities and services, including water and sanitary sewer facilities, roadway and pedestrian facilities, drainage facilities and park facilities. An application for a plat or development may be denied unless adequate public facilities necessary to support and serve the development exist or provision has been made for the facilities to be dedicated to the City or other appropriate public agency, whether the facilities are to be located within the property being platted or offsite. Since water and wastewater services are not provided by the City of Joshua, the City’s approval of a Plat does not represent acceptance of related public improvements nor availability of such services.

Dedication of rights-of-way and easements for public works improvements to support new development should occur at the earliest stage of the development process.

* * *

SECTION 3

From and after the effective date of this Ordinance, Section 10.1.7 “Definitions,” of Article 1, “General,” of the City’s Subdivision Ordinance, contained in Exhibit “A” to Article 10.02.001, “Subdivision Ordinance,” of Chapter 10, “Subdivision Regulation,” of the Code of Ordinances of the City of Joshua, Texas, is hereby amended to read as follows:

“SEC. 10.1.7 DEFINITIONS.

B. Definitions. For the purpose of this Ordinance, certain words or terms applicable hereto are defined as hereinafter provided. Words and terms used in this Ordinance, but not defined in this Ordinance shall have the meanings ascribed thereto in the Zoning Ordinance of the City. Words and terms defined in both ordinances shall be read in harmony unless there exists an irreconcilable conflict, in which case the definition contained in this Ordinance shall control.

* * *

Administrative Official – The City Manager, or the City Manager’s designated representative, authorized to enforce the terms of this Ordinance. The Administrative Official is also authorized, in the event there is not sufficient time for either the Planning and Zoning Commission or City Council review, to approve, approve with conditions or deny any plat referenced in this Ordinance. Any requirement in these subdivision regulations for the signature of the Planning and Zoning Commission Chair shall be replaced with the Administrative Official’s signature when the Administrative Official has undertaken such actions as authorized in these subdivision regulations.

* * *

Filing Date - The Filing Date means the date a preliminary plat, replat or final plat, along with a completed application and applicable fees, and other requirements as prescribed by or under Texas Local Government Code § 212.004, as amended, are submitted to the City.

* * *

Plan View – A two dimensional drawing showing the location and size of proposed improvements and appurtenances.”

SECTION 4

From and after the effective date of this Ordinance, Section 10.4.2, “Documents Required for Processing Applications, of Article 4, “Requirements for Plat Submittal”, of Article 4, “Requirements for Plat Submittal,” of the City’s

Subdivision Ordinance, contained in Exhibit "A" to Article 10.02.001, "Subdivision Ordinance," of Chapter 10, "Subdivision Regulation," of the Code of Ordinances of the City of Joshua, Texas, is hereby amended to read as follows:

"SECTION 10.4.2 DOCUMENTS REQUIRED FOR PROCESSING APPLICATIONS.

A. Requirements for Processing Applications. Every application for approval of a plat or plan for development shall include the following:

* * *

4. Payment of all fees incurred with the review and processing of the application.

* * *

D. Incomplete Application. The processing of an application by any City employee that is not a completed application or does not contain applicable fees, or other requirements as prescribed by or under Texas Local Government Code § 212.004, as amended, shall not be binding on the City as the official acceptance of the application and/or fees for filing.

* * *

SECTION 5

From and after the effective date of this Ordinance, Subsection F, "Preliminary Water and Wastewater Utility Plans," of Section 10.4.3, "Preliminary Plat Submittal Requirements," of Article 4, "Requirements for Plat Submittal," of the City's Subdivision Ordinance, contained in Exhibit "A" to Article 10.02.001, "Subdivision Ordinance," of Chapter 10, "Subdivision Regulation," of the Code of Ordinances of the City of Joshua, Texas, is hereby amended to read as follows:

"SECTION 10.4.3 PRELIMINARY PLAT SUBMITTAL REQUIREMENTS.

* * *

F. Preliminary Water and Wastewater Utility Plans. The applicant shall submit a preliminary water and wastewater utility plan. This plan shall indicate the general location and approximate sizes of all existing and proposed public water and wastewater utilities, including offsite facilities and/or oversized mains. The proposed water and wastewater plans shall be designed in accordance with the requirements established by the Johnson County Special Utility District (JCSUD) or Bethesda Water Supply Corporation (BWSC).

* * *

SECTION 6

From and after the effective date of this Ordinance, Subpart (5) of Subsection C, "Documentation and Additional Plans to Accompany Final Plat Application," of Section 10.4.6, "Final Plat — Application Submittal Requirements," of Article 4, "Requirements for Plat Submittal," of the City's Subdivision Ordinance, contained in Exhibit "A" to Article 10.02.001, "Subdivision Ordinance," of Chapter 10, "Subdivision Regulation," of the Code of Ordinances of the City of Joshua, Texas, is hereby amended to read as follows:

"SECTION 10.4.6 FINAL PLAT – APPLICATION SUBMITTAL REQUIREMENTS.

* * *

C. Documentation and Additional Plans to Accompany Final Plat Application. An application of a final plat shall be accompanied with the following documentation in order for the plat to be officially approved and recorded:

* * *

5. Approval letter from Johnson County Special Utility District (JCSUD) or Bethesda Water Supply Corporation (BWSC) stating they are in receipt of construction plans for water/wastewater for the development. No Final Plat shall be recorded with the County Clerk by the City unless JCSUD or BWSC has certified that it has approved such construction plans.

* * *"

SECTION 7

From and after the effective date of this Ordinance, Subparts (3)(c) and (d) of Subsection B, "Specifically," of Section 10.4.8, "Construction Plans for Public Improvements," of Article 4, "Requirements for Plat Submittal," of the City's Subdivision Ordinance, contained in Exhibit "A" to Article 10.02.001, "Subdivision Ordinance," of Chapter 10, "Subdivision Regulation," of the Code of Ordinances of the City of Joshua, Texas, is hereby amended to read as follows:

"SECTION 10.4.8 CONSTRUCTION PLANS FOR PUBLIC IMPROVEMENTS.

* * *

B. Specifically.

* * *

3. Each sheet shall show the seal and signature of the engineer who prepared the plans and shall include the following, unless specifically approved otherwise by the Administrative Official:

* * *

c) A Plan View of the proposed wastewater collection system with pipe sizes indicated and showing locations of manholes, cleanouts, and other appurtenances.

d) A Plan View of the proposed water distribution system showing pipe sizes and location of valves, fire hydrants, fittings and other appurtenances.

* * *"

SECTION 8

From and after the effective date of this Ordinance, Subpart A of Subsection A, "Requirements," of Section 10.5.6, "Recording of Plat," of Article 5, "Procedures for Plat Approval," of the City's Subdivision Ordinance, contained in Exhibit "A" to Article 10.02.001, "Subdivision Ordinance," of Chapter 10, "Subdivision Regulation," of the Code of Ordinances of the City of Joshua, Texas, is hereby amended to read as follows:

"SECTION 10.5.6. RECORDING OF PLAT.

A. Requirements. For a plat to be recorded after approval, all conditions of approval must be satisfied, including, but not limited to, the following:

* * *

14. It shall be the policy of the City of Joshua that all water and wastewater improvements shall be in accordance with the JCSUD or BWSC regulations. No plat will be recorded without a final approval letter from JCSUD or BWSC.

* * *"

SECTION 9

From and after the effective date of this Ordinance, Subsection A, "Approval Required by Johnson County Special Utility District or Bethesda Water Supply Corporation," of Section 10.8.1, "Water and Wastewater Improvements," of Article 8, "Water, Wastewater and Drainage Improvements," of the City's Subdivision Ordinance, contained in Exhibit "A" to Article 10.02.001, "Subdivision Ordinance," of Chapter 10, "Subdivision Regulation," of the Code of Ordinances of the City of Joshua, Texas, is hereby amended to read as follows:

“SECTION 10.8.1 WATER AND WASTEWATER IMPROVEMENTS.

A. Approval required by Johnson County Special Utility District or Bethesda Water Supply Corporation. All water and wastewater improvements shall conform to the Johnson County Special Utility District or Bethesda Water Supply Corporation regulations.”

SECTION 10

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 11

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

SECTION 12

Any person, firm, corporation or business entity violating this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be subject to a fine not to exceed the sum of Five Hundred Dollars (\$500.00), and each and every day such violation shall continue shall constitute a separate offense.

SECTION 13

This Ordinance shall become effective from and after its passage and publication.

DULY PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, ON THIS 21ST DAY OF SEPTEMBER, 2023.

Scott Kimble, Mayor

ATTEST:

Alice Holloway, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, City Attorney

CITY OF JOSHUA
NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Council of the City of Joshua, Texas will hold a public hearing on September 21, 2023, at 6:30 p.m. in the City Council Chamber located in City Hall, 101 South Main Street, Joshua, Texas. The purpose of the public hearing is for consideration of the adoption of the proposed budget for the fiscal year beginning October 1, 2023, and ending September 30, 2024.

During the public hearing, all citizens of the City of Joshua will have the opportunity to provide written or oral comments regarding the proposed budget. Copies of the proposed budget are available for review at the City Secretary's Office and on the City website at www.cityofjoshuatx.us.

This budget is estimated to raise **less revenue** from property taxes compared to last year, with a **decrease** of \$131,067. This represents a 4.455% percent increase from the previous year's budget. Additionally, the estimate for property tax revenue raised from new properties added to the roll this year is \$253,752.

We encourage all residents of the City of Joshua to attend the public hearing to voice their opinions and provide feedback on the proposed budget.



PROPOSED ANNUAL BUDGET

For the Fiscal Year

Beginning October 1, 2023

Ending September 30, 2024

This budget is estimated to raise more revenue from property taxes than last year's budget by an amount of \$224,764 which is a 6.59% increase from last year's budget. The estimate property tax revenue to be raised from new property added to the roll this year is \$255,148.



September 21, 2023

To the Honorable Mayor and Members of the City Council:

In accordance with the Civil Statutes of the State of Texas, I present the following document for the Proposed Annual Budget for the Fiscal Year 2023-24. This proposed budget is designed to provide you with the overall financial plan to provide city services for the upcoming year. In addition, this proposed budget provides the funding for planned expenditures, contingency appropriations for operating funds that total \$8.2 M.

The FY 2023-24 Proposed Budget is balanced with the use of fund balance reserves of \$388,000 (proceeds because of budget savings in FY 2022-23). Revenues over proposed expenditures are \$87,381. This amount could be allocated by the council as needed. The Budget is based on the Voter Approval Rate of \$0.651229 which is less than last year's rate by 0.602645 cents.

The following are the funding sources for the city.

Property Tax Revenue- based on estimations by the Tax Assessor's Office and the Johnson County Appraisal District Certified Values, an increase of \$224,764 (6.59%) is projected for FY 2023-24. The proposed Tax Rate dedicated for the operations of the city is \$0.501025/\$100 assessed valuation and, the rate dedicated to debt service is \$0.150204/\$100 assessed valuation.

Debt Service Fund- is a legally restricted fund utilized to account for revenues recognized to liquidate the debt service requirements of the City's general obligation debt and account for short-term Notes Payable. Expenditures from this fund are projected to be \$1,233,548 for FY 2023-24. Of that amount, \$185,502 will be covered by excess debt collection fees from FY 2022. The remaining debt service of \$1,048,046 is allocated by the debt service revenue in the proposed tax rate.

Capital Improvement Fund- is used to account for revenues and expenditures associated with the purchase of vehicles, equipment, and facility improvements. The goal of the city is to pursue savings and transfer all savings from fleet maintenance and the sale of any city asset by auction (excluding Facilities) to the Capital Improvement Fund.

Special Revenue Funds are used to account for revenue allocated for a restricted purpose as specified by law.

Economic Development Funds- are funds allocated to finance expanded business enterprise within the City through economic development corporations (EDC's). Type A and Type B EDC's, Corporations authorizes a city to adopt sales taxes to fund projects approved by the Local Government Code Chapters 501, 504, and 505 and authorize municipalities to adopt a sales tax in order to fund the corporations and define projects EDC are allowed to undertake.

The Type A EDC provides projected revenues of \$1,048,920, excluding the fund balance. Expenditures budgeted for FY2023-24 include business development, capital improvements, debt service, and transfers totaling \$1,048,920.

The Type B EDC/Park Board Fund will provide projected revenues of \$1,999,000, excluding fund balance. Expenditures budgeted for FY 2023-24 include park operations, construction, maintenance, and transfers totaling \$1,982,7901. Revenue over expenditures of \$13,210 are projected.

Court Technology and Building Security Funds- are established by law to assist in funding of expenditures related to purchasing or maintaining technology enhancements for municipal court. The Court Building Security Fund was also established by law to account for expenditures related to security for the municipal court. Total revenues for these funds collectively are projected to be \$17,000, with anticipated expenditures of \$10,198.

Hotel Occupancy Tax Fund- established by law to assist in funding of expenditures related to tourism and community development. Total revenues for this fund are projected to be \$37,500 and expenditures of \$189,058.

Property Taxes

New requirements in "Truth-in-Taxation" information that is required to be included in municipal budgets, such as the renamed "No New Revenue" (previously known as the "Effective Rate") and "Voter Approval" (previously known as the "Rollback Rate") tax rates and the new "De Minimus" Rate, which applies in 2020 to cities with populations of <30,000.

The Proposed "Voter Approval Rate" dedicated to general operations is \$0.501025/\$100 assessed valuation, and the rate dedicated to debt service is \$0.150204/\$100.

**City of Joshua
Fiscal Year 2023-2024 Budget
Property Tax Revenue & Proposed Tax Rates**

2023 Estimated Tax Base*	\$ 598,335,630
FY 2023-24 M&O Tax Rate	\$ 0.501025
FY 2023-24 Debt Tax Rate	\$ 0.150204
FY 2023-24 Total Tax Rate	\$ 0.651229
FY 2023-24 Tax Revenue	\$ 2,937,042

* **After exemptions, protest loss, TIF recapture(s), and frozen taxes added back.**

FY 2023-24 “No New Revenue Tax Rate”	\$0.644313
FY 2022-23 “Voter Approval Tax Rate”	\$0.651229
FY 2022-23 “De Minimus” Tax Rate	\$0.723060

The overall year-to-year increase in property tax value reflects the current growth pattern in the region primarily in part to residential development and increases in the market appraisals by the Johnson County Appraisal District. Protests in property values remain high in comparison to the past two years. Changes in the appraisal process established in the 86th Legislative session also account for differences in appraisal values.

As in 2022, it is expected that growth will continue to increase slightly lower than experienced during the last fiscal year. Residential development will continue to increase with the development of new subdivisions, additional phases in existing subdivisions however at a reduced rate because of inflation and the rising cost of materials. Commercial development in Joshua Station and Downtown continue to increase slightly.

Sales Taxes

Revenue generated from sales tax is based on a 0.01 tax rate. Sales tax is the second-largest source of revenue for the General Fund. Sales tax for FY 2023-24 is projected to be \$1,400,000, an increase of \$150,000. (12.0%) from FY 2022-23.

SUMMARY AND ACKNOWLEDGMENTS

The Proposed Fiscal Year 2023-24 Annual Operating Budget for the City of Joshua has been developed to assure that operating expenses for this budget year are financially sustainable and reflect the priorities established by the City Council. Recurring revenue sources and expenses, as well as projected revenue sources and expenses, have been considered in order to achieve the fundamental purpose of the city, which is to.

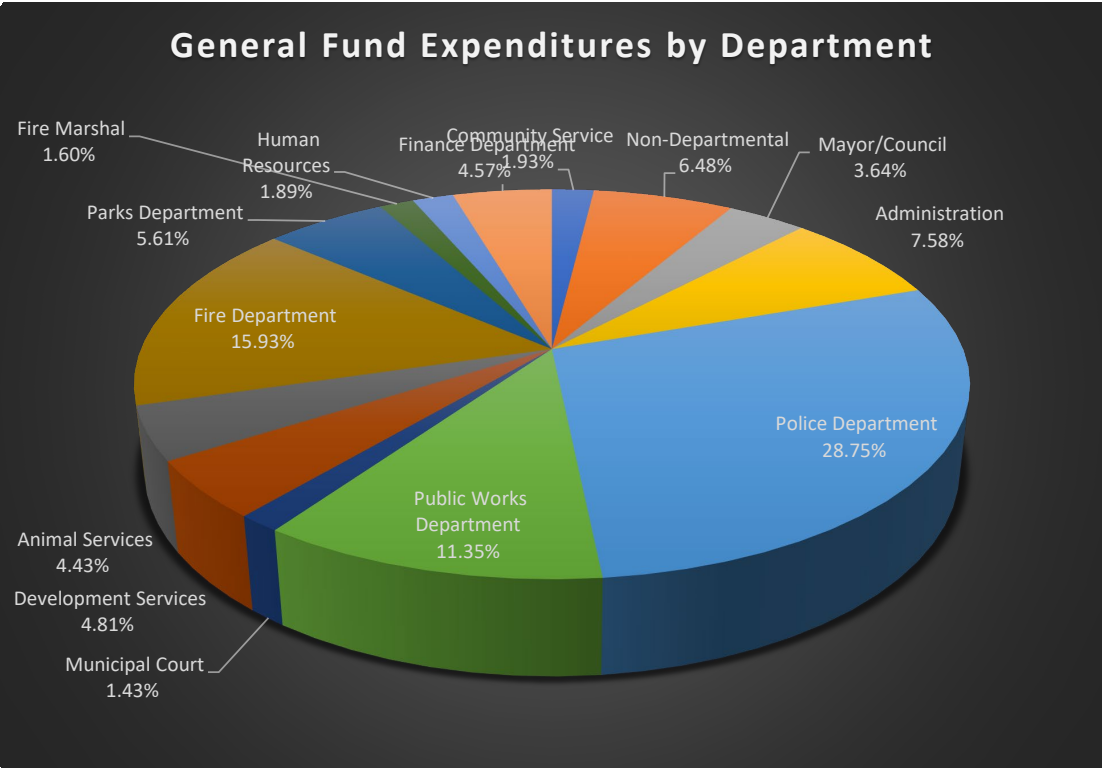
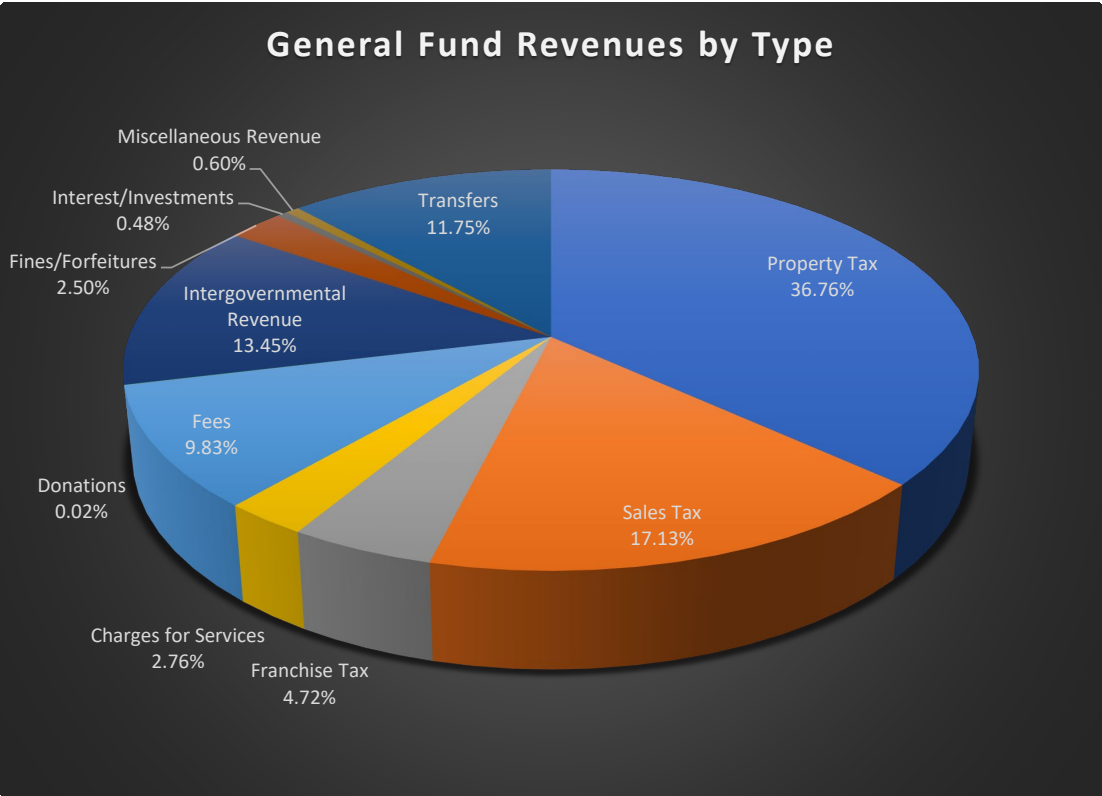
- Provide for the safety and security of the community
- Maintain and improve existing infrastructure
- Plan for orderly and responsible growth and sustainability
- Provide responsible fiscal policy

These challenges will be provided by the delivery of high-quality public services efficiently and effectively without increasing tax rates.


In preparing this FY 2023-24 Budget, I would like to acknowledge the valuable contribution and teamwork of the department heads and specifically Amber Bransom, Marcie Freelen, and Joanna McClenny who assisted in the preparation of this budget alongside myself, working as a team.

Respectfully Submitted,

Mike Peacock,
City Manager



GENERAL FUND REVENUES

	2021-2022 Audited	2022-2023 Amended Budget	2023-2024 Proposed Budget	Variance Proposed to Amended
Tax Revenue				
100-4000 GF Property Tax	\$ 2,606,576	\$ 3,068,109	\$ 2,937,042	\$ (131,067)
100-4001 GF Property Tax Penalty	\$ 33,278	\$ 11,000	\$ 33,278	\$ 22,278
100-4002 GF Property Tax Interest	\$ 14,487	\$ 7,500	\$ 14,487	\$ 6,987
100-4003 City Sales Taxes	\$ 1,379,266	\$ 1,250,000	\$ 1,400,000	\$ 150,000
100-4005 Mixed Beverage Tax	\$ 11,333	\$ 12,000	\$ 20,000	\$ 8,000
100-4006 Franchise Taxes	\$ 382,055	\$ 391,500	\$ 391,500	\$ -
100-4010 TIF Revenue	\$ 57,236	\$ -	\$ 62,000	\$ 62,000
Total Tax Revenue	\$ 4,484,232	\$ 4,740,109	\$ 4,858,307	\$ 118,198
Charges for Services				
100-4008 ESD Contract Fee	\$ 156,000	\$ 194,000	\$ 218,773	\$ 24,773
100-4008.02 ESD Incentive	\$ 16,267	\$ 5,000	\$ 5,000	\$ -
100-4008.03 ESD Fuel Stipend	\$ 9,360	\$ 3,120	\$ 3,120	\$ -
100-4008.04 ESD Personnel Stipend	\$ 4,680	\$ 1,560	\$ 1,560	\$ -
100-4108 Trash Collection Service Charges	\$ 350,903	\$ 200,000	\$ -	\$ (200,000)
Total Charges for Services	\$ 537,210	\$ 403,680	\$ 228,453	\$ (175,227)
Fees				
100-4100 Permits/Fees	\$ 524,358	\$ 650,000	\$ 550,000	\$ (100,000)
100-4102 Rabies Vouchers	\$ 1,890	\$ 1,600	\$ 1,600	\$ -
100-4105 Gas Well Fees	\$ 26,600	\$ 30,000	\$ 50,000	\$ 20,000
100-4106 Development Fees/Reimbursements	\$ 198,859	\$ -	\$ 200,000	\$ 200,000
100-4109 Utility Penalties	\$ -	\$ 5,600	\$ -	\$ (5,600)
100-4110 Utility Admin Fees	\$ 13,999	\$ 13,215	\$ -	\$ (13,215)
100-4112 Pet Adoption Fees	\$ -	\$ 44,000	\$ 10,000	\$ (34,000)
100-4113 Pet Microchip Fees	\$ -	\$ 2,500	\$ 3,000	\$ 500
Total Fees	\$ 765,705	\$ 746,915	\$ 814,600	\$ 67,685
Donations				
100-4200 Fire Dept Donations	\$ 500	\$ 500	\$ 500	\$ -
100-4201 Animal Services Donations	\$ 3,153	\$ 2,000	\$ 500	\$ (1,500)
100-4202 Police Dept Donations	\$ -	\$ 2,000	\$ 500	\$ (1,500)
100-4203 General Fund Donations	\$ 1,800	\$ 1,250	\$ 500	\$ (750)
Total Donations	\$ 5,453	\$ 5,750	\$ 2,000	\$ (3,750)
Intergovernmental Revenue				
100-4400 Police Department Grants	\$ 400	\$ 19,994	\$ 20,000	\$ 6
100-4401 FD Grants	\$ 152,183	\$ 150,183	\$ 150,183	\$ -
100-4402 ESD Grant	\$ -	\$ 169,000	\$ 195,000	\$ -
100-4404 LEOSE/Continuing Education	\$ 1,154	\$ 1,500	\$ 1,500	\$ -
100-4407 ARPA Funding	\$ 432,603	\$ 1,078,306	\$ 747,962	\$ (330,344)
Total Intergov't Revenue	\$ 586,340	\$ 1,418,983	\$ 1,114,645	\$ (304,338)
Fines & Forfeitures				
100-4101 Fines/Court Fees	\$ 233,280	\$ 210,000	\$ 200,000	\$ (10,000)
100-4115 Local Truancy and Prevention	\$ 8,981	\$ 6,000	\$ 6,000	\$ -
100-4116 Municipal Jury Fund	\$ 179	\$ 500	\$ 500	\$ -
100-4117 Time Payment Reimbursement	\$ 2,254	\$ 1,000	\$ 1,000	\$ -
Total Fines & Forfeitures	\$ 244,694	\$ 217,500	\$ 207,500	\$ (10,000)
Interest Income				
100-4600 Interest Income	\$ 1,343	\$ 10,000	\$ 40,000	\$ 30,000
Total Interest Income	\$ 1,343	\$ 10,000	\$ 40,000	\$ 30,000




	2021-2022 Audited	2022-2023 Amended Budget	2023-2024 Proposed Budget	Variance Proposed to Amended
Miscellaneous				
100-4901 Misc. Revenue	\$ (13,608)	\$ 50,000	\$ 50,000	\$ -
Total Miscellaneous	\$ (13,608)	\$ 50,000	\$ 50,000	\$ -
Sale of Assets				
100-4904 Proceeds from Disposal	\$ 137,855	\$ -	\$ -	\$ -
Total Sale of Assets	\$ 137,855	\$ -	\$ -	\$ -
Transfers				
100-4917 Transfer from Type A	\$ 55,000	\$ 78,210	\$ 125,286	\$ 47,076
100-4918 Transfer from Type B	\$ 383,338	\$ 419,561	\$ 460,669	\$ 41,108
100-4902 Proceeds from Debt	\$ 238,006	\$ 1,000,000	\$ -	\$ (1,000,000)
100-4903 Unrestricted Reserves	\$ -	\$ -	\$ 388,000	\$ -
Total Transfers	\$ 676,344	\$ 1,497,771	\$ 973,955	\$ (523,816)
Total Revenues	\$ 7,425,568	\$ 9,090,708	\$ 8,289,460	\$ (801,248)

GENERAL FUND EXPENSES




	2021-2022 Audited	2022-2023 Amended Budget	2023-2024 Proposed Budget	Variance Proposed to Amended
Expenditures				
Community Service	\$ 526,462	\$ 349,445	\$ 158,603	\$ (190,842)
Non-Departmental	\$ 872,531	\$ 1,455,947	\$ 532,559	\$ (923,388)
Mayor/Council	\$ 4,742	\$ 221,123	\$ 299,367	\$ 78,244
Administration	\$ 819,848	\$ 998,389	\$ 622,469	\$ (375,920)
Police Department	\$ 1,547,729	\$ 2,126,594	\$ 2,362,550	\$ 235,956
Public Works Department	\$ 1,225,791	\$ 943,520	\$ 933,014	\$ (10,506)
Municipal Court	\$ 102,226	\$ 114,945	\$ 117,724	\$ 2,779
Development Services	\$ 445,606	\$ 549,649	\$ 395,101	\$ (154,548)
Animal Services	\$ 260,681	\$ 338,566	\$ 364,167	\$ 25,601
Fire Department	\$ 758,016	\$ 1,319,373	\$ 1,309,253	\$ (10,120)
Parks Department	\$ 380,659	\$ 400,340	\$ 460,669	\$ 60,329
Fire Marshal	\$ 103,964	\$ 117,295	\$ 131,090	\$ 13,795
Human Resources	\$ -	\$ -	\$ 155,175	\$ 155,175
Finance Department	\$ -	\$ -	\$ 375,338	\$ 375,338
Total Operating Expenses	\$ 7,048,258	\$ 8,935,186	\$ 8,217,079	\$ (718,107)
Revenue to Expenditure	\$ 377,310	\$ 155,522	\$ 72,381	\$ (83,141)


COMMUNITY SERVICES EXPENSES

	2021-2022 Audited	2022-2023 Amended Budget	2023-2024 Proposed Budget	Variance Proposed to Amended
100-01-5404 CS Solid Waste Services	\$ 371,034	\$ 187,500	\$ -	\$ (187,500)
100-01-5711 CS Street Lights	\$ 52,447	\$ 45,000	\$ 57,000	\$ 12,000
100-01-5800 CS Community Events	\$ 27,891	\$ 45,000	\$ 35,000	\$ (10,000)
100-01-5801 CS Christmas Tree & Décor	\$ -	\$ 15,000	\$ 5,000	\$ (10,000)
100-01-5900 CS JISD Library Operating Expense	\$ 23,075	\$ 21,300	\$ 21,300	\$ -
100-01-5902 CS CleTran	\$ -	\$ 7,145	\$ 6,803	\$ (342)
100-01-5903 CS City Cleanup	\$ 8,883	\$ 12,500	\$ 17,500	\$ 5,000
100-01-5905 CS Quarterly Newsletter	\$ 13,132	\$ 15,000	\$ 15,000	\$ -
100-01-5906 CS Crud Cruiser	\$ -	\$ 1,000	\$ 1,000	\$ -
100-01-5945 COVID-19	\$ 30,000	\$ -	\$ -	\$ -
Total Expenses	\$ 526,462	\$ 349,445	\$ 158,603	\$ (190,842)


NON-DEPARTMENTAL EXPENSES

	2021-2022 Audited	2022-2023 Amended Budget	2023-2024 Proposed Budget	Variance Proposed to Amended
100-02-5150 ND Training & Travel	\$ 345	\$ 1,200	\$ -	\$ (1,200)
100-02-5160 ND Dues/Memberships	\$ 5,078	\$ 3,000	\$ 3,000	\$ -
100-02-5401 ND IT Services	\$ -	\$ 25,200	\$ 25,200	\$ -
100-02-5402 ND Legal Services	\$ 44,784	\$ 55,000	\$ 55,000	\$ -
100-02-5403 ND Ordinance Codification	\$ 6,565	\$ 10,650	\$ -	\$ (10,650)
100-02-5420 ND Central Appraisal District	\$ 42,548	\$ 46,435	\$ 46,435	\$ -
100-02-5421 ND County Assessor/Collector	\$ 5,165	\$ 5,500	\$ 5,500	\$ -
100-02-5500 ND Debt Service & Reports	\$ 3,050	\$ 4,000	\$ 4,000	\$ -
100-02-5800 ND Employee Events	\$ -	\$ 35,000	\$ 35,000	\$ -
100-02-5840 ND 380 Agreement Expenses	\$ 12,670	\$ 40,000	\$ 40,000	\$ -
100-02-5865 ND TIF1 Expenses	\$ 82,157	\$ 872,314	\$ 100,000	\$ (772,314)
100-02-5940 ND Liability Insurance	\$ 29,509	\$ 52,840	\$ 68,071	\$ 15,231
100-02-5941 ND Property Insurance	\$ 29,247	\$ 38,595	\$ 30,353	\$ (8,242)
100-02-5942 ND Unrestricted Reserves	\$ 20,499	\$ -	\$ -	\$ -
100-02-5943 ND Technology Replacements	\$ 122,642	\$ 50,000	\$ 50,000	\$ -
100-02-5944 ND Website Maintenance	\$ 2,691	\$ 7,500	\$ -	\$ (7,500)
100-02-5945 ND COVID-19	\$ 65,550	\$ 140,000	\$ -	\$ (140,000)
100-02-5946 ND Records Management	\$ 251	\$ 1,000	\$ -	\$ (1,000)
100-02-5979 Transfer to Capital	\$ -	\$ 67,713	\$ 70,000	\$ 2,287
Total Expenses	\$ 472,750	\$ 1,455,947	\$ 532,559	\$ (923,388)


MAYOR/COUNCIL/CITY SECRETARY EXPENSES

	2021-2022 Audited	2022-2023 Amended Budget	2023-2024 Proposed Budget	Variance Proposed to Amended
100-03-5110 M/C Salaries	\$ -	\$ 152,062	\$ 164,749	\$ 12,687
100-03-5111 M/C Overtime	\$ -	\$ -	\$ 1,000	\$ 1,000
100-03-5112 M/C Worker's Comp	\$ -	\$ 385	\$ 464	\$ 79
100-03-5117 M/C Longevity Pay	\$ -	\$ 540	\$ 828	\$ 288
100-03-5120 M/C Payroll Taxes	\$ -	\$ 2,231	\$ 2,433	\$ 202
100-03-5130 M/C Benefits	\$ -	\$ 17,224	\$ 16,145	\$ (1,079)
100-03-5140 M/C TMRS	\$ -	\$ 8,881	\$ 10,028	\$ 1,147
100-03-5150 M/C Training & Travel	\$ 1,294	\$ 4,000	\$ 7,200	\$ 3,200
100-03-5160 M/C Dues/Memberships	\$ -	\$ 800	\$ 1,200	\$ 400
100-03-5213 M/C Uniforms	\$ 1,579	\$ 2,000	\$ 2,000	\$ -
100-03-5220 M/C Office Supplies	\$ 1,481	\$ 1,500	\$ 1,500	\$ -
100-03-5222 M/C Postage	\$ -	\$ 500	\$ 800	\$ 300
100-03-5240 M/C Election Expenses	\$ -	\$ 6,000	\$ 20,000	\$ 14,000
100-03-5250 M/C Office Equip. & Furniture	\$ -	\$ 8,000	\$ 5,000	\$ (3,000)
100-03-5262 M/C Events & Awards	\$ 388	\$ 1,500	\$ 1,500	\$ -
100-03-5402 M/C IT Services	\$ -	\$ 1,000	\$ 11,000	\$ 10,000
100-03-5403 M/C Ordinance Codification	\$ -	\$ -	\$ 10,000	\$ 10,000
100-03-5404 M/C Contract Services	\$ -	\$ -	\$ 28,020	\$ 28,020
100-03-5410 M/C Software Maintenance	\$ -	\$ 4,000	\$ 1,500	\$ (2,500)
100-03-5909 M/C Miscellaneous	\$ -	\$ 500	\$ 1,000	\$ 500
100-03-5931 M/C Publishing & Filing Fees	\$ -	\$ 10,000	\$ 12,000	\$ 2,000
100-03-5946 M/C Records Retention	\$ -	\$ -	\$ 1,000	\$ 1,000
Total Expenses	\$ 4,742	\$ 221,123	\$ 299,367	\$ 78,244


ADMINISTRATION EXPENSES

	2021-2022 Audited	2022-2023 Amended Budget	2023-2024 Proposed Budget	Variance Proposed to Amended
100-04-5110 AD Salaries	\$ 500,298	\$ 663,831	\$ 459,407	\$ (204,424)
100-04-5110 AD Overtime	\$ -	\$ 1,000	\$ 600	\$ (400)
100-04-5112 AD Worker's Comp	\$ 1,302	\$ 1,805	\$ 1,394	\$ (411)
100-04-5117 AD Longevity Pay	\$ 2,460	\$ 7,872	\$ 3,384	\$ (4,488)
100-04-5120 AD Payroll Taxes	\$ 7,312	\$ 9,812	\$ 6,755	\$ (3,057)
100-04-5130 AD Benefits	\$ 45,912	\$ 90,201	\$ 32,119	\$ (58,082)
100-04-5140 AD TMRS	\$ 30,186	\$ 39,093	\$ 27,860	\$ (11,233)
100-04-5150 AD Training & Travel	\$ 2,968	\$ 5,000	\$ 5,000	\$ -
100-04-5160 AD Dues/Memberships	\$ 3,866	\$ 3,500	\$ 2,000	\$ (1,500)
100-04-5161 AD Surety Bonds	\$ 100	\$ 200	\$ -	\$ (200)
100-04-5190 AD Human Resources	\$ 4,946	\$ 5,000	\$ -	\$ (5,000)
100-04-5212 AD Reference Materials	\$ 100	\$ 500	\$ 500	\$ -
100-04-5213 AD Uniforms	\$ 1,270	\$ 2,000	\$ 1,000	\$ (1,000)
100-04-5220 AD Office Supplies	\$ 5,735	\$ 5,000	\$ 4,000	\$ (1,000)
100-04-5221 AD Printing	\$ 1,561	\$ 2,000	\$ 1,000	\$ (1,000)
100-04-5222 AD Postage	\$ 1,816	\$ 1,775	\$ 1,500	\$ (275)
100-04-5240 AD Election Expenses	\$ 2,920	\$ -	\$ -	\$ -
100-04-5250 AD Office Equip. & Furniture	\$ 20,584	\$ 10,000	\$ 2,500	\$ (7,500)
100-04-5310.01 AD Fuel, Oil & Service	\$ -	\$ 1,000	\$ -	\$ (1,000)
100-04-5330 AD Bldg Repair & Maint	\$ 21,173	\$ 15,000	\$ 15,000	\$ -
100-04-5350 AD Office Equip Repair & Maint	\$ (8,035)	\$ 2,000	\$ 2,000	\$ -
100-04-5402 AD IT Services	\$ 10,289	\$ 11,220	\$ 7,380	\$ (3,840)
100-04-5403 AD Accounting & Audit Expense	\$ 38,625	\$ 30,000	\$ -	\$ (30,000)
100-04-5404 AD Contract Services	\$ 78,722	\$ 20,000	\$ 20,000	\$ -
100-04-5410 AD Software Maintenance	\$ 12,101	\$ 21,510	\$ -	\$ (21,510)
100-04-5605 AD Lease Payments	\$ -	\$ 10,000	\$ -	\$ (10,000)
100-04-5710 AD Utilities	\$ 20,360	\$ 30,000	\$ 25,000	\$ (5,000)
100-04-5750 AD Mobile Technology	\$ 2,955	\$ 2,570	\$ 2,570	\$ -
100-04-5909 AD Miscellaneous	\$ 3,157	\$ 1,500	\$ 1,500	\$ -
100-04-5931 AD Publishing & Filing Fees	\$ 7,166	\$ 5,000	\$ -	\$ (5,000)
Total Expenses	\$ 819,848	\$ 998,389	\$ 622,469	\$ (375,920)


POLICE DEPARTMENT EXPENSES

	2021-2022 Audited	2022-2023 Amended Budget	2023-2024 Proposed Budget	Variance Proposed to Amended
100-05-5110 PD Salaries	\$ 1,037,496	\$ 1,305,766	\$ 1,414,745	\$ 108,979
100-05-5111 PD Overtime	\$ 17,063	\$ 27,500	\$ 27,500	\$ -
100-05-5112 PD Worker's Compensation	\$ 33,154	\$ 39,565	\$ 52,860	\$ 13,295
100-05-5117 PD Longevity Pay	\$ 4,160	\$ 9,312	\$ 11,952	\$ 2,640
100-05-5120 PD Payroll Taxes	\$ 15,893	\$ 19,639	\$ 21,266	\$ 1,627
100-05-5130 PD Benefits	\$ 101,925	\$ 172,240	\$ 170,794	\$ (1,446)
100-05-5140 PD TMRS	\$ 62,895	\$ 78,138	\$ 87,543	\$ 9,405
100-05-5150 PD Training & Travel	\$ 11,770	\$ 12,500	\$ 18,600	\$ 6,100
100-05-5160 PD Dues/Memberships	\$ 1,267	\$ 1,775	\$ 2,500	\$ 725
100-05-5161 PD Surety Bonds	\$ 100	\$ 100	\$ 100	\$ -
100-05-5180 PD Citizens Police Academy	\$ -	\$ 500	\$ 1,000	\$ 500
100-05-5213 PD Uniforms	\$ 10,408	\$ 10,500	\$ 10,500	\$ -
100-05-5215 PD Law Enforcement Supplies	\$ 3,151	\$ 9,585	\$ 9,500	\$ (85)
100-05-5217 PD Criminal Investigation	\$ 6,329	\$ 3,200	\$ 3,700	\$ 500
100-05-5218 PD Awards/Medals/Badges	\$ 888	\$ 4,000	\$ 2,000	\$ (2,000)
100-05-5219 PD Public Relations	\$ 136	\$ 150	\$ 500	\$ 350
100-05-5220 PD Office Supplies	\$ 2,626	\$ 3,500	\$ 3,500	\$ -
100-05-5222 PD Shipping & Postage	\$ 612	\$ 750	\$ 750	\$ -
100-05-5250 PD Equipment and Furniture	\$ 972	\$ 5,000	\$ 5,200	\$ 200
100-05-5260 PD Vests/Safety Equipment	\$ 10,158	\$ 29,994	\$ 12,000	\$ (17,994)
100-05-5285 PD Code Enforcement Supplies	\$ -	\$ 4,000	\$ 4,000	\$ -
100-05-5310 PD Vehicle Repair & Maint	\$ 8,927	\$ 10,500	\$ 10,500	\$ -
100-05-5310.01 PD Fuel, Oil & Service	\$ 53,388	\$ 50,000	\$ 55,000	\$ 5,000
100-05-5320 PD Equipment Repair & Maint	\$ 473	\$ 1,000	\$ 1,500	\$ 500
100-05-5330 PD Bldg Repair & Maint	\$ 11,661	\$ 14,000	\$ 15,000	\$ 1,000
100-05-5351 PD Copier/Support	\$ 4,397	\$ -	\$ -	\$ -
100-05-5402 PD IT Services	\$ 13,756	\$ 14,280	\$ 14,280	\$ -
100-05-5403 PD Code Enforcement Software	\$ -	\$ 2,760	\$ 3,130	\$ 370
100-05-5404 PD Contract Services	\$ 83,422	\$ 90,860	\$ 123,000	\$ 32,140
100-05-5406 PD Nuisance Abatement	\$ -	\$ 3,000	\$ 3,000	\$ -
100-05-5408 PD Reporting System	\$ 13,660	\$ 27,500	\$ 30,000	\$ 2,500
100-05-5601 PD Capital Outlay > \$5,000.	\$ 15,978	\$ -	\$ 68,755	\$ 68,755
100-05-5602 PD Capital Outlay < \$5,000.	\$ -	\$ 6,000	\$ 9,000	\$ 3,000
100-05-5605 PD Lease Payments	\$ 4,270	\$ 133,875	\$ 140,375	\$ 6,500
100-05-5611 PD Principal Payments	\$ -	\$ 9,255	\$ -	\$ (9,255)
100-05-5612 PD Interest Expense	\$ 0	\$ 350	\$ -	\$ (350)
100-05-5710 PD Utilities	\$ 12,551	\$ 15,000	\$ 17,000	\$ 2,000
100-05-5750 PD Mobile Technology	\$ 4,187	\$ 9,000	\$ 10,000	\$ 1,000
100-05-5909 PD Miscellaneous	\$ 56	\$ 1,000	\$ 1,000	\$ -
100-05-5910 PD Property Liens	\$ -	\$ 500	\$ 500	\$ -
100-05-5915 PD Donations	\$ -	\$ -	\$ -	\$ -
Total Expenses	\$ 1,547,730	\$ 2,126,594	\$ 2,362,550	\$ 235,956


PUBLIC WORKS EXPENSES

	2021-2022 Audited	2022-2023 Amended Budget	2023-2024 Proposed Budget	Variance Proposed to Amended
100-06-5110 PW Salaries	\$ 234,172	\$ 307,850	\$ 329,670	\$ 21,820
100-06-5111 PW Overtime	\$ 2,364	\$ 2,500	\$ 2,500	\$ -
100-06-5112 PW Worker's Compensation	\$ 13,525	\$ 15,410	\$ 17,374	\$ 1,964
100-06-5117 PW Longevity	\$ 1,060	\$ 2,472	\$ 3,132	\$ 660
100-06-5120 PW Payroll Taxes	\$ 5,111	\$ 4,590	\$ 4,915	\$ 325
100-06-5130 PW Benefits	\$ 27,486	\$ 51,672	\$ 50,626	\$ (1,046)
100-06-5140 PW TMRS	\$ 13,721	\$ 18,206	\$ 20,185	\$ 1,979
100-06-5150 PW Training & Travel	\$ 1,659	\$ 6,000	\$ 1,000	\$ (5,000)
100-06-5213 PW Uniforms	\$ 7,739	\$ 9,000	\$ 9,000	\$ -
100-06-5220 PW Office Supplies	\$ 135	\$ 1,000	\$ 1,000	\$ -
100-06-5261 PW Equipment Rentals	\$ 9,769	\$ 1,000	\$ 6,000	\$ 5,000
100-06-5270 PW Street Supplies & Materials	\$ 737,292	\$ 200,000	\$ 200,000	\$ -
100-06-5310 PW Vehicle Repair & Maint	\$ 44,947	\$ 20,000	\$ 20,000	\$ -
100-06-5310.01 PW Fuel, Oil & Service	\$ 22,242	\$ 25,000	\$ 25,000	\$ -
100-06-5320 PW Equipment Repair & Maint	\$ 29,264	\$ 25,000	\$ 25,000	\$ -
100-06-5330 PW Bldg Repair & Maint	\$ 6,832	\$ 13,000	\$ 13,000	\$ -
100-06-5331 PW Sign Repair & Maint	\$ 5,930	\$ 5,800	\$ 5,800	\$ -
100-06-5332 PW Minor Tools	\$ 433	\$ 500	\$ 500	\$ -
100-06-5350 PW Office Equip R & M	\$ 1,039	\$ 1,500	\$ 1,500	\$ -
100-06-5402 PW IT Services	\$ 1,965	\$ 2,040	\$ 2,040	\$ -
100-06-5404 PW Contract Services	\$ 14,374	\$ 19,060	\$ 19,060	\$ -
100-06-5600 PW Capital Outlay >\$5,000.	\$ 9,048	\$ 6,565	\$ 32,000	\$ 25,435
100-06-5605 PW Lease Payments	\$ 20,017	\$ 54,325	\$ 29,958	\$ (24,367)
100-06-5611 PW Principal Payments	\$ (79)	\$ 123,025	\$ 75,825	\$ (47,200)
100-06-5612 PW Interest Expense	\$ 78	\$ 10,305	\$ 20,229	\$ 9,924
100-06-5670 PW Drainage Utility	\$ 10,866	\$ 10,000	\$ 10,000	\$ -
100-06-5710 PW Building Utilities	\$ 3,902	\$ 5,000	\$ 5,000	\$ -
100-06-5750 PW Mobile Technology	\$ 900	\$ 2,700	\$ 2,700	\$ -
Total Expenses	\$ 1,225,791	\$ 943,520	\$ 933,014	\$ (10,506)


MUNICIPAL COURT EXPENSES

	2021-2022 Audited	2022-2023 Amended Budget	2023-2024 Proposed Budget	Variance Proposed to Amended
100-07-5110 MC Salaries	\$ 53,327	\$ 58,032	\$ 60,895	\$ 2,863
100-07-5111 MC Overtime	\$ 839	\$ 600	\$ 600	\$ -
100-07-5112 MC Worker's Comp	\$ 136	\$ 155	\$ 180	\$ 25
100-07-5117 MC Longevity Pay	\$ 1,185	\$ 2,988	\$ 3,132	\$ 144
100-07-5120 MC Payroll Taxes	\$ 1,352	\$ 902	\$ 946	\$ 44
100-07-5130 MC Benefits	\$ 7,297	\$ 8,612	\$ 8,010	\$ (602)
100-07-5140 MC TMRS	\$ 3,288	\$ 3,586	\$ 3,891	\$ 305
100-07-5150 MC Training & Travel	\$ 665	\$ 2,000	\$ 2,000	\$ -
100-07-5160 MC Dues/Memberships	\$ 55	\$ 100	\$ 100	\$ -
100-07-5161 MC Surety Bond	\$ 100	\$ 100	\$ 100	\$ -
100-07-5220 MC Office Supplies	\$ 214	\$ 200	\$ 200	\$ -
100-07-5221 MC Printing	\$ 288	\$ 650	\$ 650	\$ -
100-07-5222 MC Postage	\$ 902	\$ 1,000	\$ 1,000	\$ -
100-07-5350 MC Office Equipment R&M	\$ 1,477	\$ -	\$ -	\$ -
100-07-5401 MC IT Services	\$ 925	\$ 1,020	\$ 1,020	\$ -
100-07-5402 MC Legal	\$ 4,558	\$ 6,000	\$ 6,000	\$ -
100-07-5404 MC Contract Service	\$ 23,000	\$ 26,000	\$ 26,000	\$ -
100-07-5410 MC Warrant Collection Fee	\$ 1,920	\$ 2,000	\$ 2,000	\$ -
100-07-5910 MC Warrant Entry Fees	\$ 699	\$ 1,000	\$ 1,000	\$ -
Total Expenses	\$ 102,226	\$ 114,945	\$ 117,724	\$ 2,779


DEVELOPMENT SERVICES EXPENSES

	2021-2022 Audited	2022-2023 Amended Budget	2023-2024 Proposed Budget	Variance Proposed to Amended
100-08-5110 DS Salaries	\$ 217,476	\$ 235,334	\$ 209,379	\$ (25,955)
100-08-5111 DS Overtime	\$ 486	\$ 500	\$ 750	\$ 250
100-08-5112 DS Worker's Comp	\$ 1,302	\$ 1,135	\$ 1,087	\$ (48)
100-08-5117 DS Longevity Pay	\$ 960	\$ 1,260	\$ 1,200	\$ (60)
100-08-5120 DS Payroll Taxes	\$ 3,301	\$ 3,474	\$ 3,091	\$ (383)
100-08-5130 DS Benefits	\$ 22,755	\$ 34,448	\$ 26,339	\$ (8,109)
100-08-5140 DS TMRS	\$ 13,282	\$ 13,798	\$ 12,722	\$ (1,076)
100-08-5150 DS Training & Travel	\$ 2,642	\$ 4,800	\$ 4,800	\$ -
100-08-5160 DS Dues/Memberships	\$ 330	\$ 300	\$ 300	\$ -
100-08-5161 DS Surety Bonds	\$ 100	\$ 300	\$ 300	\$ -
100-08-5213 DS Uniforms	\$ 805	\$ 1,000	\$ 1,000	\$ -
100-08-5220 DS Office Supplies	\$ 1,350	\$ 2,000	\$ 3,500	\$ 1,500
100-08-5221 DS Printing	\$ 874	\$ 1,500	\$ 1,500	\$ -
100-08-5222 DS Postage	\$ 330	\$ 400	\$ 400	\$ -
100-08-5250 DS Office Equipment & Furniture	\$ 3,128	\$ 1,400	\$ 6,400	\$ 5,000
100-08-5310 DS Vehicle R&M	\$ 875	\$ 500	\$ 500	\$ -
100-08-5310.01 DS Fuel, Oil & Service	\$ 1,039	\$ 1,800	\$ 1,800	\$ -
100-08-5330 DS Building R&M	\$ 4,118	\$ 10,000	\$ 10,000	\$ -
100-08-5402 DS IT Services	\$ 3,108	\$ 3,060	\$ 3,840	\$ 780
100-08-5403 DS Permits Software	\$ 3,859	\$ 4,055	\$ 4,382	\$ 327
100-08-5404 DS Contract Services	\$ 4,139	\$ 6,500	\$ 8,500	\$ 2,000
100-08-5605 DS Lease Payments	\$ 10,967	\$ 37,650	\$ 8,001	\$ (29,649)
100-08-5710 DS Utilities	\$ 1,912	\$ 3,800	\$ 3,800	\$ -
100-08-5750 DS Mobile Technology	\$ 1,139	\$ 1,510	\$ 1,510	\$ -
100-08-5932 DS Engineering Services	\$ 101,594	\$ 96,370	\$ 40,000	\$ (56,370)
100-08-5933 DS Planning	\$ 17,738	\$ 52,755	\$ 10,000	\$ (42,755)
100-08-5934 DS Gas Well Inspections	\$ 26,000	\$ 30,000	\$ 30,000	\$ -
Total Expenses	\$ 445,606	\$ 549,649	\$ 395,101	\$ (154,548)


ANIMAL SERVICES EXPENSES

	2021-2022 Audited	2022-2023 Amended Budget	2023-2024 Proposed Budget	Variance Proposed to Amended
100-09-5110 AS Salaries	\$ 109,026	\$ 150,920	\$ 158,576	\$ 7,656
100-09-5111 AS Overtime	\$ 5,862	\$ 2,000	\$ 5,500	\$ 3,500
100-09-5112 AS Worker's Comp	\$ 4,435	\$ 5,535	\$ 7,136	\$ 1,601
100-09-5117 AS Longevity Pay	\$ 995	\$ 2,832	\$ 420	\$ (2,412)
100-09-5120 AS Payroll Taxes	\$ 1,626	\$ 2,294	\$ 2,421	\$ 127
100-09-5130 AS Benefits	\$ 16,061	\$ 25,836	\$ 24,206	\$ (1,630)
100-09-5140 AS TMRS	\$ 6,942	\$ 8,784	\$ 9,546	\$ 762
100-09-5150 AS Training & Travel	\$ 1,972	\$ 4,325	\$ 4,325	\$ -
100-09-5160 AS Dues/Memberships	\$ 150	\$ 300	\$ 300	\$ -
100-09-5161 AS Surety Bond	\$ 200	\$ 400	\$ 400	\$ -
100-09-5213 AS Uniforms	\$ 1,747	\$ 2,000	\$ 2,000	\$ -
100-09-5220 AS Office Supplies	\$ 1,016	\$ 750	\$ 750	\$ -
100-09-5222 AS Postage	\$ 823	\$ 1,000	\$ 1,000	\$ -
100-09-5250 AS Office Equip & Furniture	\$ 6,119	\$ 5,000	\$ 8,143	\$ 3,143
100-09-5262 AS Misc Shelter Equipment	\$ -	\$ 15,150	\$ 20,394	\$ 5,244
100-09-5283 AS Staff Immunizations	\$ -	\$ 3,015	\$ 3,015	\$ -
100-09-5280 AS Micro Chips	\$ 2,206	\$ 3,000	\$ 3,000	\$ -
100-09-5282 AS Medical Supplies	\$ 5,590	\$ 7,000	\$ 7,000	\$ -
100-09-5284 AS Rabies Vouchers	\$ 280	\$ 800	\$ 800	\$ -
100-09-5310 AS Vehicle R&M	\$ 881	\$ 4,510	\$ 7,810	\$ 3,300
100-09-5310.01 AS Fuel, Oil & Service	\$ 7,132	\$ 3,000	\$ 3,000	\$ -
100-09-5330 AS Building R&M	\$ 30,477	\$ 45,000	\$ 45,000	\$ -
100-09-5330.01 AS Animal Food	\$ 3,746	\$ 3,500	\$ 3,500	\$ -
100-09-5350 AS Office Equipment R&M	\$ -	\$ 100	\$ 100	\$ -
100-09-5402 AS IT Services	\$ 2,948	\$ 3,060	\$ 3,060	\$ -
100-09-5404 AS Contract Services	\$ 3,209	\$ 6,500	\$ 6,500	\$ -
100-09-5408 AS Professional Services	\$ 2,589	\$ 5,000	\$ 5,000	\$ -
100-09-5600 AS Capital Outlay >\$5,000	\$ 31,100	\$ -	\$ -	\$ -
100-09-5605 AS Lease Payments	\$ -	\$ 10,415	\$ 14,725	\$ 4,310
100-09-5710 AS Utilities	\$ 12,724	\$ 14,500	\$ 14,500	\$ -
100-09-5750 AS Mobile Technology	\$ 821	\$ 2,040	\$ 2,040	\$ -
100-09-5915 AS Donations	\$ -	\$ -	\$ -	\$ -
Total Expenses	\$ 260,681	\$ 338,566	\$ 364,167	\$ 25,601


FIRE DEPARTMENT EXPENSES

	2021-2022 Audited	2022-2023 Amended Budget	2023-2024 Proposed Budget	Variance Proposed to Amended
100-10-5110 FD Salaries	\$ 316,240	\$ 615,981	\$ 654,809	\$ 38,828
100-10-5111 FD Overtime	\$ 17,619	\$ 20,000	\$ 20,000	\$ -
100-10-5112 FD Worker's Comp	\$ 12,422	\$ 27,020	\$ 29,063	\$ 2,043
100-10-5113 FD P/T Salaries	\$ 22,410	\$ 50,000	\$ 30,000	\$ (20,000)
100-10-5117 FD Longevity Pay	\$ 245	\$ 1,464	\$ 2,388	\$ 924
100-10-5120 FD Payroll Taxes	\$ 7,137	\$ 10,754	\$ 9,918	\$ (836)
100-10-5130 FD Benefits	\$ 29,005	\$ 77,508	\$ 79,329	\$ 1,821
100-10-5140 FD TMRS	\$ 19,854	\$ 40,371	\$ 40,767	\$ 396
100-10-5150 FD Training & Travel	\$ 3,783	\$ 12,000	\$ 12,000	\$ -
100-10-5160 FD Dues & Subscriptions	\$ 3,640	\$ 3,684	\$ 3,500	\$ (184)
100-10-5180 FD Incentive	\$ 26,413	\$ 28,000	\$ 23,000	\$ (5,000)
100-10-5181 FD Staff Immunizations, Testing, & Recruitment	\$ 2,487	\$ 6,000	\$ 8,100	\$ 2,100
100-10-5182 FD Insurance (VFIS)	\$ 4,908	\$ 7,000	\$ 3,600	\$ (3,400)
100-10-5213 FD Uniforms	\$ 7,550	\$ 11,000	\$ 8,000	\$ (3,000)
100-10-5218 FD Awards	\$ 1,685	\$ 1,500	\$ 1,500	\$ -
100-10-5220 FD Office Supplies	\$ 2,367	\$ 2,000	\$ 2,000	\$ -
100-10-5222 FD Postage	\$ 633	\$ 600	\$ 600	\$ -
100-10-5250 FD Office Equipment & Furniture	\$ -	\$ -	\$ 9,449	\$ 9,449
100-10-5262 FD Equipment	\$ 17,422	\$ 27,823	\$ 33,359	\$ 5,536
100-10-5264 FD Radios & Mics	\$ 554	\$ 4,000	\$ 3,500	\$ (500)
100-10-5290 FD Fire Fighting Supplies & Tools	\$ 8,185	\$ 8,500	\$ 11,080	\$ 2,580
100-10-5291 FD EMS Supplies	\$ 8,179	\$ 11,000	\$ 13,031	\$ 2,031
100-10-5293 FD Personal Protective Equip	\$ 12,826	\$ 40,000	\$ 35,325	\$ (4,675)
100-10-5310 FD Vehicle R&M	\$ 46,578	\$ 40,000	\$ 50,000	\$ 10,000
100-10-5310.01 FD Fuel, Oil & Service	\$ 19,180	\$ 15,000	\$ 15,000	\$ -
100-10-5320 FD Equip Repair & Maint	\$ 3,408	\$ 18,615	\$ 16,220	\$ (2,395)
100-10-5330 FD Building R&M	\$ 26,541	\$ 28,000	\$ 10,000	\$ (18,000)
100-10-5350 FD Office Equipment R&M	\$ 11,587	\$ 2,000	\$ 2,000	\$ -
100-10-5402 FD IT Services	\$ 10,808	\$ 4,500	\$ 11,520	\$ 7,020
100-10-5404 FD Contract Services	\$ 18,784	\$ 29,368	\$ 29,400	\$ 32
100-10-5600 FD Capital Outlay >\$5,000	\$ 31,880	\$ 95,440	\$ 22,156	\$ (73,284)
100-10-5601 FD Capital Outlay <\$5,000	\$ -	\$ 6,810	\$ -	\$ (6,810)
100-10-5605 FD Lease Payments	\$ -	\$ 21,935	\$ 18,926	\$ (3,009)
100-10-5611 FD Principal Payments	\$ -	\$ -	\$ 42,773	\$ 42,773
100-10-5612 FD Interest Payments	\$ -	\$ -	\$ 8,320	\$ 8,320
100-10-5710 FD Utilities	\$ 35,484	\$ 30,000	\$ 25,000	\$ (5,000)
100-10-5750 FD Mobile Technology	\$ 6,251	\$ 6,000	\$ 6,400	\$ 400
100-10-5908 FD Emergency Management	\$ 21,162	\$ 15,000	\$ 16,520	\$ 1,520
100-10-5909 FD Miscellaneous	\$ 793	\$ 500	\$ 700	\$ 200
100-10-5915 FD Donations	\$ -	\$ -	\$ -	\$ -
Total Expenses	\$ 758,016	\$ 1,319,373	\$ 1,309,253	\$ (10,120)


PARKS & RECREATION EXPENSES

	2021-2022 Audited	2022-2023 Amended Budget	2023-2024 Proposed Budget	Variance Proposed to Amended
100-11-5110 PK Salaries	\$ 166,302	\$ 169,839	\$ 225,984	\$ 56,145
100-11-5111 PK Overtime	\$ 3,822	\$ 3,000	\$ 3,000	\$ -
100-11-5112 PK Worker's Comp	\$ 2,799	\$ 5,310	\$ 5,625	\$ 315
100-11-5117 PK Longevity Pay	\$ 545	\$ 504	\$ 832	\$ 328
100-11-5120 PK Payroll Taxes	\$ 1,158	\$ 7,075	\$ 9,763	\$ 2,688
100-11-5130 PK Benefits	\$ 23,687	\$ 34,448	\$ 34,430	\$ (18)
100-11-5140 PK TMRS	\$ 10,565	\$ 10,089	\$ 13,835	\$ 3,746
100-11-5150 PK Training & Travel	\$ 140	\$ -	\$ 1,500	\$ 1,500
100-11-5213 PK Uniforms	\$ 2,139	\$ 4,000	\$ 4,000	\$ -
100-11-5220 PK Office Supplies	\$ 275	\$ 1,000	\$ 1,000	\$ -
100-11-5250 PK Office Equipment & Furniture	\$ -	\$ 500	\$ 500	\$ -
100-11-5270 PK Parks Supplies & Materials	\$ 39,399	\$ 12,000	\$ 12,000	\$ -
100-11-5275 PK Field Supplies & Materials	\$ 2,492	\$ 4,000	\$ 4,000	\$ -
100-11-5310 PK Vehicle Repair & Maint	\$ 3,735	\$ 500	\$ 500	\$ -
100-11-5310.01 PK Fuel, Oil & Service	\$ 3,413	\$ 2,500	\$ 2,500	\$ -
100-11-5320 PK Equipment R&M	\$ 1,501	\$ 1,500	\$ 2,500	\$ 1,000
100-11-5330 PK Building R&M	\$ 6,309	\$ 3,000	\$ 3,000	\$ -
100-11-5331 PK Minor Tools	\$ 113	\$ 250	\$ 250	\$ -
100-11-5335 PK Dept Building R&M	\$ 1,254	\$ 1,000	\$ 2,000	\$ 1,000
100-11-5340 PK Irrigation R&M	\$ 555	\$ 7,000	\$ 5,000	\$ (2,000)
100-11-5402 PK IT Services	\$ 1,965	\$ 2,040	\$ 1,920	\$ (120)
100-11-5404 PK Contract Services	\$ 13	\$ -	\$ -	\$ -
100-11-5600 PK Capital Outlay >\$5,000	\$ 40,748	\$ 9,715	\$ 29,500	\$ 19,785
100-11-5601 PK Capital Outlay <\$5,000	\$ -	\$ 5,610	\$ -	\$ (5,610)
100-11-5605 PK Lease Payments	\$ 11,578	\$ 38,530	\$ 20,100	\$ (18,430)
100-11-5710 PK Dept Utilities	\$ 4,596	\$ 6,000	\$ 6,000	\$ -
100-11-5715 PK Park Utilities	\$ 50,948	\$ 70,000	\$ 70,000	\$ -
100-11-5750 PK Mobile Technology	\$ 607	\$ 930	\$ 930	\$ -
100-11-5915 PK Donations	\$ -	\$ -	\$ -	\$ -
Total Expenses	\$ 380,659	\$ 400,340	\$ 460,669	\$ 60,329


FIRE MARSHAL EXPENSES

	2021-2022 Audited	2022-2023 Amended Budget	2023-2024 Proposed Budget	Variance Proposed to Amended
100-12-5110 FM Salaries	\$ 77,243	\$ 81,783	\$ 69,298	\$ (12,485)
100-12-5111 FM Overtime	\$ 341	\$ 2,000	\$ 2,000	\$ -
100-12-5112 FM Worker's Comp	\$ 3,905	\$ 3,065	\$ 2,934	\$ (131)
100-12-5117 FM Longevity Pay	\$ 475	\$ 1,524	\$ 384	\$ (1,140)
100-12-5120 FM Payroll Taxes	\$ (202)	\$ 1,246	\$ 1,049	\$ (197)
100-12-5130 FM Benefits	\$ 6,537	\$ 8,612	\$ 8,010	\$ (602)
100-12-5140 FM TMRS	\$ 4,783	\$ 4,965	\$ 4,315	\$ (650)
100-12-5150 FM Training & Travel	\$ 455	\$ 2,500	\$ 2,500	\$ -
100-12-5160 FM Dues & Subscriptions	\$ 306	\$ 2,000	\$ 2,600	\$ 600
100-12-5215 FM Law Enforcement Supplies	\$ 4,320	\$ 4,000	\$ 4,000	\$ -
100-12-5217 FM Fire Investigations	\$ -	\$ 2,600	\$ 3,000	\$ 400
100-12-5285 FM Code Enforcement	\$ 1,071	\$ -	\$ -	\$ -
100-12-5296 FM Fire Prevention Program	\$ 175	\$ 2,000	\$ 2,500	\$ 500
100-12-5403 FM Code Enforcement Software	\$ 2,756	\$ -	\$ -	\$ -
100-12-5406 FM Nuisance Abatement	\$ 1,500	\$ -	\$ -	\$ -
100-12-5601 FM Capital Outlay	\$ -	\$ -	\$ 17,000	\$ 17,000
100-12-5605 FM Lease Payments	\$ -	\$ -	\$ 10,000	\$ 10,000
100-12-5750 FM Mobile Technology	\$ 300	\$ 1,000	\$ 1,000	\$ -
100-12-5910 FM Property Liens	\$ -	\$ 500	\$ 500	\$ -
Total Expenses	\$ 103,964	\$ 117,795	\$ 131,090	\$ 13,295


HUMAN RESOURCES EXPENSES

	2021-2022 Audited	2022-2023 Amended Budget	2023-2024 Proposed Budget	Variance Proposed to Amended
100-13-5110 HR Salaries	\$ -	\$ -	\$ 101,925	\$ 101,925
100-13-5110 HR Overtime	\$ -	\$ -	\$ 1,000	\$ 1,000
100-13-5112 HR Worker's Comp	\$ -	\$ -	\$ 287	\$ 287
100-13-5117 HR Longevity Pay	\$ -	\$ -	\$ 144	\$ 144
100-13-5120 HR Payroll Taxes	\$ -	\$ -	\$ 1,504	\$ 1,504
100-13-5130 HR Benefits	\$ -	\$ -	\$ 8,186	\$ 8,186
100-13-5140 HR TMRS	\$ -	\$ -	\$ 6,205	\$ 6,205
100-13-5150 HR Training & Travel	\$ -	\$ -	\$ 6,304	\$ 6,304
100-13-5151 HR Tuition Reimbursement	\$ -	\$ -	\$ 1,000	\$ 1,000
100-13-5160 HR Dues/Memberships	\$ -	\$ -	\$ 1,753	\$ 1,753
100-13-5190 HR Employee Morale	\$ -	\$ -	\$ 1,900	\$ 1,900
100-13-5213 HR Uniforms	\$ -	\$ -	\$ 200	\$ 200
100-13-5220 HR Office Supplies	\$ -	\$ -	\$ 1,000	\$ 1,000
100-13-5222 HR Postage	\$ -	\$ -	\$ 150	\$ 150
100-13-5250 HR Office Equip. & Furniture	\$ -	\$ -	\$ 1,000	\$ 1,000
100-13-5350 HR Office Equip Repair & Maint	\$ -	\$ -	\$ 500	\$ 500
100-13-5402 HR IT Services	\$ -	\$ -	\$ 960	\$ 960
100-13-5403 HR Legal Services	\$ -	\$ -	\$ 1,000	\$ 1,000
100-13-5404 HR Contract Services	\$ -	\$ -	\$ 12,530	\$ 12,530
100-13-5410 HR Software Maintenance	\$ -	\$ -	\$ 6,147	\$ 6,147
100-13-5750 HR Mobile Technology	\$ -	\$ -	\$ 480	\$ 480
100-13-5909 HR Miscellaneous	\$ -	\$ -	\$ 500	\$ 500
100-13-5931 HR Advertising	\$ -	\$ -	\$ 500	\$ 500
Total Expenses	\$ -	\$ -	\$ 155,175	\$ 155,175


FINANCE DEPARTMENT EXPENSES

	2021-2022 Audited	2022-2023 Amended Budget	2023-2024 Proposed Budget	Variance Proposed to Amended
100-14-5110 FI Salaries	\$ -	\$ -	\$ 257,045	\$ 257,045
100-14-5110 FI Overtime	\$ -	\$ -	\$ 1,000	\$ 1,000
100-14-5112 FI Worker's Comp	\$ -	\$ -	\$ 732	\$ 732
100-14-5117 FI Longevity Pay	\$ -	\$ -	\$ 4,368	\$ 4,368
100-14-5120 FI Payroll Taxes	\$ -	\$ -	\$ 3,832	\$ 3,832
100-14-5130 FI Benefits	\$ -	\$ -	\$ 31,322	\$ 31,322
100-14-5140 FI TMRS	\$ -	\$ -	\$ 15,797	\$ 15,797
100-14-5150 FI Training & Travel	\$ -	\$ -	\$ 5,600	\$ 5,600
100-14-5160 FI Dues/Memberships	\$ -	\$ -	\$ 600	\$ 600
100-14-5161 FI Surety Bonds	\$ -	\$ -	\$ 200	\$ 200
100-14-5213 FI Uniforms	\$ -	\$ -	\$ 600	\$ 600
100-14-5220 FI Office Supplies	\$ -	\$ -	\$ 1,000	\$ 1,000
100-14-5221 FI Printing	\$ -	\$ -	\$ 3,000	\$ 3,000
100-14-5222 FI Postage	\$ -	\$ -	\$ 1,500	\$ 1,500
100-14-5250 FI Office Equip. & Furniture	\$ -	\$ -	\$ 2,000	\$ 2,000
100-14-5350 FI Office Equip Repair & Maint	\$ -	\$ -	\$ 500	\$ 500
100-14-5402 FI IT Services	\$ -	\$ -	\$ 2,880	\$ 2,880
100-14-5403 FI Accounting & Audit Expense	\$ -	\$ -	\$ 30,000	\$ 30,000
100-14-5410 FI Software Maintenance	\$ -	\$ -	\$ 12,862	\$ 12,862
100-14-5909 FI Miscellaneous	\$ -	\$ -	\$ 500	\$ 500
Total Expenses	\$ -	\$ -	\$ 375,338	\$ 375,338


TYPE A ECONOMIC DEVELOPMENT

	2021-2022 Audited	2022-2023 Amended Budget	2023-2024 Proposed Budget	Variance Proposed to Amended
REVENUES				
200-4003 Sales Tax	\$ 685,900	\$ 625,000	\$ 700,000	\$ 75,000
200-4600 Interest Income	\$ 1,289	\$ 500	\$ 20,000	\$ 19,500
200-4904 Proceeds from Disposal	\$ 400,752	\$ -	\$ -	\$ -
TOTAL REVENUES	\$ 1,087,941	\$ 625,500	\$ 720,000	\$ 94,500
EXPENDITURES				
Joshua Station Development				
200-00-5860 Joshua Station Development	\$ 1,710	\$ 15,000	\$ 15,000	\$ -
200-00-5860.01 Joshua Station Utilities	\$ 22,474	\$ 20,000	\$ 26,000	\$ -
200-00-5860.02 Station 1-7-4	\$ -	\$ -	\$ 63,315	\$ 63,315
	\$ 24,184	\$ 35,000	\$ 104,315	\$ 63,315
Expand Business				
200-00-5840 380 Agreement Expenses	\$ 6,335	\$ 9,800	\$ 10,000	\$ 200
200-00-5880 Façade Grant Funding	\$ -	\$ 100,000	\$ 95,000	\$ (5,000)
200-00-5853 Joshua Area Chamber of Commerce	\$ -	\$ 18,000	\$ 18,000	\$ -
200-00-5920 Downtown Infrastructure	\$ 37,701	\$ -	\$ 350,000	\$ 350,000
200-00-5930 Advertising & Promotions	\$ 6,993	\$ 40,000	\$ 40,000	\$ -
	\$ 51,029	\$ 167,800	\$ 513,000	\$ 345,200
Administrative				
200-00-5150 Training & Travel	\$ -	\$ 7,000	\$ 7,000	\$ -
200-00-5160 Dues & Subscriptions	\$ -	\$ 4,125	\$ 4,500	\$ 375
200-00-5213 Uniforms	\$ -	\$ -	\$ 500	\$ 500
200-00-5909 Miscellaneous	\$ 526	\$ 500	\$ 1,500	\$ 1,000
200-00-5955 Administrative	\$ 5,936	\$ 25,000	\$ 25,000	\$ -
	\$ 6,462	\$ 36,625	\$ 38,500	\$ 1,875
Debt Service				
200-00-5574.01 2018 Revenue Bonds -Principal	\$ 70,000	\$ 70,000	\$ 75,000	\$ 5,000
200-00-5574.02 2018 Revenue Bonds - Interest	\$ 70,159	\$ 67,870	\$ 65,407	\$ (2,463)
200-00-5580.01 Series 2022 Note - Principal	\$ -	\$ -	\$ 70,499	\$ 70,499
200-00-5580.02 Series 2022 Note - Interest	\$ -	\$ -	\$ 41,913	\$ 41,913
	\$ 140,159	\$ 137,870	\$ 252,819	\$ 114,949
Capital Improvements				
200-00-5600 Capital Outlay	\$ 196,610	\$ 30,000	\$ -	\$ (30,000)
	\$ 196,610	\$ 30,000	\$ -	\$ (30,000)
Community Events				
200-00-5800 Community Events	\$ -	\$ -	\$ 15,000	\$ 15,000
	\$ -	\$ -	\$ 15,000	\$ 15,000
Transfers				
200-02-5975 Transfer to General Fund	\$ 55,000	\$ 78,210	\$ 125,286	\$ 47,076
200-02-5979 Transfer to Capital Improvement Fund	\$ 130,705	\$ -	\$ -	\$ -
	\$ 185,705	\$ 78,210	\$ 125,286	\$ 47,076
TOTAL EXPENDITURES	\$ 267,380	\$ 317,635	\$ 1,048,920	\$ 731,285
REV OVER (UNDER) EXP	\$ 820,561	\$ 307,865	\$ (328,920)	\$ (636,785)

TYPE B ECONOMIC DEVELOPMENT

	2021-2022 Audited	2022-2023 Amended Budget	2023-2024 Proposed Budget	Variance Proposed to Amended
REVENUES				
300-4003 Sales Tax	\$ 685,900	\$ 625,000	\$ 700,000	\$ 75,000
300-4600 Interest Income	\$ 768	\$ 500	\$ 15,000	\$ 14,500
300-4660 Pavillion Rental Fees	\$ 945	\$ 1,000	\$ 1,000	\$ -
300-4670 JBA Use Fees	\$ 11,872	\$ 13,000	\$ 13,000	\$ -
300-4901 Miscellaneous Revenue	\$ 1,200	\$ 5,000	\$ 5,000	\$ -
300-4902 Proceeds from Debt	\$ -	\$ -	\$ 1,265,000	\$ -
TOTAL REVENUE	\$ 700,685	\$ 644,500	\$ 1,999,000	\$ 89,500
EXPENDITURES				
Administrative				
300-00-5955 Administrative	\$ 10,508	\$ -	\$ 15,000	\$ 15,000
	\$ 10,508	\$ -	\$ 15,000	\$ 15,000
Business Development				
300-00-5600 Capital Outlay	\$ 34,208	\$ -	\$ 36,444	\$ 36,444
300-00-5840 380 Agreement Expenses	\$ 6,334	\$ 30,000	\$ 30,000	\$ -
300-00-5902 Banners for Entryway Signs	\$ -	\$ 1,000	\$ 3,000	\$ 2,000
300-00-5920 Downtown Infrastructure	\$ 1	\$ -	\$ -	\$ -
300-00-5930 Advertising	\$ 6,992	\$ 10,000	\$ 10,000	\$ -
	\$ 47,535	\$ 41,000	\$ 79,444	\$ 38,444
Community Events				
300-00-5800 Community Events	\$ -	\$ -	\$ 20,000	\$ 20,000
	\$ -	\$ -	\$ 20,000	\$ 20,000
Debt Service				
300-00-5581.01 2023 CO Bonds - Principal	\$ -	\$ -	\$ 105,000	\$ 105,000
300-00-5581.02 2023 CO Bonds - Interest	\$ -	\$ -	\$ 37,677	\$ 37,677
	\$ -	\$ -	\$ 142,677	\$ 142,677
Park Planning & Maintenance				
300-00-5685 Park Improvements	\$ -	\$ -	\$ 1,265,000	\$ 1,265,000
	\$ -	\$ -	\$ 1,265,000	\$ 1,265,000
Transfers				
300-02-5975 Transfer to General Fund	\$ 383,338	\$ 419,561	\$ 460,669	\$ 41,108
300-02-5976 Transfer to Debt Service	\$ 155,038	\$ -	\$ -	\$ -
300-02-5979 Transfer to CIP	\$ -	\$ 150,000	\$ -	\$ (150,000)
	\$ 538,376	\$ 569,561	\$ 460,669	\$ (108,892)
TOTAL EXPENDITURES	\$ 596,418	\$ 610,561	\$ 1,982,790	\$ (55,448)
REV OVER (UNDER) EXP	\$ 104,266	\$ 33,939	\$ 16,210	\$ 144,948

MUNICIPAL COURT SECURITY FUND


	2021-2022 Audited	2022-2023 Amended Budget	2023-2024 Proposed Budget	Variance Proposed to Amended
REVENUES				
400-4103 Court Security Fees	\$ 9,019	\$ 9,000	\$ 9,000	\$ -
TOTAL REVENUES	\$ 9,019	\$ 9,000	\$ 9,000	\$ -
EXPENDITURES				
400-05-5950 Court Bailiff	\$ -	\$ 3,000	\$ 3,000	\$ -
400-05-5962 Metal Detector	\$ -	\$ -	\$ 3,500	\$ 3,500
TOTAL EXPENDITURES	\$ -	\$ -	\$ 6,500	\$ 3,500
REV OVER (UNDER) EXP	\$ 9,019	\$ 9,000	\$ 2,500	\$ (3,500)

MUNICIPAL COURT SECURITY FUND




	2021-2022 Audited	2022-2023 Amended Budget	2023-2024 Proposed Budget	Variance Proposed to Amended
REVENUES				
500-4101 Court Technology Fees	\$ 7,476	\$ 8,000	\$ 8,000	\$ -
TOTAL REVENUES	\$ 7,476	\$ 8,000	\$ 8,000	\$ -
EXPENDITURES				
500-07-5952 Court Software	\$ 3,532	\$ 3,419	\$ 3,698	\$ (279)
TOTAL EXPENDITURES	\$ 3,532	\$ 3,419	\$ 3,698	\$ (279)
REV OVER (UNDER) EXP	\$ 3,944	\$ 4,581	\$ 4,302	\$ 279


HOTEL OCCUPANCY FUND

	2021-2022 Audited	2022-2023 Amended Budget	2023-2024 Proposed Budget	Variance Proposed to Amended
REVENUES				
550-4011 Hotel Occupancy Tax	\$ 26,000	\$ 35,000	\$ 35,000	\$ 9,000
550-4600 Interest Income	\$ 96	\$ -	\$ 2,500	
TOTAL REVENUE	\$ 26,096	\$ 35,000	\$ 37,500	\$ 9,000
EXPENDITURES				
500-00-5600 Capital Outlay > \$5,000	\$ -	\$ -	\$ 189,058	\$ -
TOTAL EXPENDITURES	\$ -	\$ -	\$ 189,058	\$ -
REV OVER (UNDER) EXP	\$ 26,096	\$ 35,000	\$ (151,558)	\$ 9,000

DEBT SERVICE FUND

	2021-2022 Audited	2022-2023 Amended Budget	2023-2024 Proposed Budget	Variance Proposed to Amended
REVENUES				
600-4000 Property Taxes - Current	\$ 853,464	\$ 850,000	\$ 1,233,548	\$ 383,548
600-4001 Property Taxes - Penalty	\$ 10,896	\$ 4,000	\$ 5,000	\$ 1,000
600-4002 Property Taxes - Interest	\$ 7,285	\$ 2,800	\$ 2,800	\$ -
600-4902 Proceeds from Debt	\$ 1,385,000	\$ -	\$ -	\$ -
600-4918 Transfer from Type B	\$ 155,038	\$ -	\$ -	\$ -
600-4923 Transfer from TIF	\$ -	\$ 157,738	\$ -	\$ (157,738)
600-4600 Interest Income	\$ -	\$ -	\$ -	\$ -
600-4802 Bond Proceeds	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUES	\$ 2,411,684	\$ 1,014,538	\$ 1,241,348	\$ 226,810
EXPENDITURES				
600-00-5500 Bond Issuance Costs	\$ 54,610	\$ -	\$ -	\$ -
600-00-5515.01 2012 GO Bonds - Principal	\$ 110,000	\$ -	\$ -	\$ -
600-00-5515.02 2012 GO Bonds - Interest	\$ 1,650	\$ -	\$ -	\$ -
600-00-5516.01 2012 CO Bonds - Principal	\$ 230,000	\$ 240,000	\$ 250,000	\$ 10,000
600-00-5516.02 2012 CO Bonds - Interest	\$ 80,075	\$ 75,475	\$ 70,675	\$ (4,800)
600-00-5575.01 2019 GO Refunding Bonds - Principal	\$ 230,000	\$ 230,000	\$ 240,000	\$ 10,000
600-00-5575.02 2019 GO Refunding Bonds - Interest	\$ 38,916	\$ 34,684	\$ 30,360	\$ (4,324)
600-00-5576.01 2020 GO Bonds - Principal	\$ 100,000	\$ 135,000	\$ 160,000	\$ 25,000
600-00-5576.02 2020 GO Bonds - Interest	\$ 92,500	\$ 87,800	\$ 81,900	\$ (5,900)
600-00-5577.01 2021 GO Refunding Bonds - Principal	\$ -	\$ 130,000	\$ 130,000	\$ -
600-00-5577.02 2021 GO Refunding Bonds - Interest	\$ 15,441	\$ 20,856	\$ 18,802	\$ (2,054)
600-00-5578.01 Tax Notes 2022 - Principal	\$ -	\$ 170,000	\$ 110,000	\$ (60,000)
600-00-5578.02 Tax Notes 2022 - Interest	\$ -	\$ 15,630	\$ 9,303	\$ (6,327)
600-00-5579.01 Tax Notes 2022A - Principal	\$ -	\$ 310,000	\$ 110,000	\$ (200,000)
600-00-5579.02 Tax Notes 2022A - Interest	\$ -	\$ 23,796	\$ 22,508	\$ (1,288)
600-00-5598 Advanced Refunding Escrow	\$ 34,660	\$ -	\$ -	\$ -
600-00-5599 Payment to Bond Escrow Agent	\$ 1,330,390	\$ -	\$ -	\$ -
TOTAL EXPENDITURES	\$ 2,318,242	\$ 1,473,241	\$ 1,233,548	\$ 239,693
REVENUES OVER/(UNDER) EXPENDITURES	\$ 93,442	\$ (458,703)	\$ 7,800	\$ (466,503)

CAPITAL IMPROVEMENTS FUND

	2021-2022 Audited	2022-2023 Amended Budget	2023-2024 Proposed Budget	Variance Proposed to Amended
REVENUES				
700-4600 Interest Income	\$ 3,249	\$ 1,000	\$ 10,000	\$ 9,000
TOTAL REVENUE	\$ 3,249	\$ 1,000	\$ 10,000	\$ 9,000
OTHER USES				
700-4407 ARPA Funds	\$ -	\$ 122,733	\$ -	\$ (122,733)
700-4902 Proceeds from Debt	\$ 860,000	\$ 278,001	\$ 255,000	\$ (23,001)
700-4915 Transfer from General Fund	\$ -	\$ 67,713	\$ 70,000	\$ 2,287
700-4917 Transfer from Type A	\$ 130,705	\$ -	\$ -	\$ -
700-4918 Transfer from Type B	\$ -	\$ 150,000	\$ -	\$ (150,000)
TOTAL OTHER USES	\$ 990,705	\$ 618,447	\$ 325,000	\$ (293,447)
TOTAL REVENUE AND OTHER USES	\$ 993,954	\$ 619,447	\$ 335,000	\$ (284,447)
EXPENDITURES				
700-00-5500 Bond Issuance Cost	\$ 40,000	\$ -	\$ -	\$ -
700-00-5657 Joshua Meadows Running Brook Project	\$ -	\$ -	\$ 75,000	\$ 75,000
700-00-5658 North Main St/Hwy 174 Project	\$ -	\$ -	\$ 125,000	\$ 125,000
700-00-5660 Street Improvements	\$ 164,257	\$ 3,855,291	\$ 2,595,628	\$ (1,259,663)
700-00-5685 Park Improvements	\$ -	\$ 150,000	\$ -	\$ (150,000)
700-00-5956 Joshua Station Development	\$ 130,705	\$ -	\$ -	\$ -
700-05-5925 PD Equipment	\$ -	\$ -	\$ 80,000	\$ 80,000
700-06-5330 Minor Street R&M (chip seal)	\$ -	\$ 249,820	\$ -	\$ (249,820)
700-06-5404 PW Contract Services	\$ -	\$ -	\$ 13,224	\$ 13,224
700-06-5925 PW Equipment	\$ 21,687	\$ 278,001	\$ 255,000	\$ (23,001)
700-09-5922 AC Vehicle Box	\$ 27,679	\$ -	\$ -	\$ -
700-10-5250 FD Equipment & Furniture	\$ 32,870	\$ -	\$ -	\$ -
700-10-5295 FD Fire Truck Purchase	\$ 625,895	\$ -	\$ -	\$ -
700-10-5921 FD Building & Facilities	\$ -	\$ 51,915	\$ -	\$ (51,915)
700-10-5296 FD Emergency Management	\$ -	\$ 70,815	\$ -	\$ (70,815)
TOTAL EXPENDITURES	\$ 1,043,094	\$ 4,655,842	\$ 3,143,852	\$ (1,511,990)
REV OVER (UNDER) EXP	\$ (49,139)	\$ (4,036,395)	\$ (2,808,852)	\$ (1,227,543)

2023 Tax Rate Calculation Worksheet

Taxing Units Other Than School Districts or Water Districts

City of Joshua	817-558-7447
Taxing Unit Name	Phone (area code and number)
101 South Main St. Joshua, Texas 76058	https://www.cityofjoshuatx.us
Taxing Unit's Address, City, State, ZIP Code	Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements*.

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	2022 total taxable value. Enter the amount of 2022 taxable value on the 2022 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17). ¹	\$ 603,290,725
2.	2022 tax ceilings. Counties, cities and junior college districts. Enter 2022 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2022 or a prior year for homeowners age 65 or older or disabled, use this step. ²	\$ 106,559,979
3.	Preliminary 2022 adjusted taxable value. Subtract Line 2 from Line 1.	\$ 496,730,746
4.	2022 total adopted tax rate.	\$ 0.711493 /\$100
5.	2022 taxable value lost because court appeals of ARB decisions reduced 2022 appraised value.	
	A. Original 2022 ARB values: \$ 0	
	B. 2022 values resulting from final court decisions: - \$ 0	
	C. 2022 value loss. Subtract B from A. ³	\$ 0
6.	2022 taxable value subject to an appeal under Chapter 42, as of July 25.	
	A. 2022 ARB certified value: \$ 0	
	B. 2022 disputed value: - \$ 0	
	C. 2022 undisputed value. Subtract B from A. ⁴	\$ 0
7.	2022 Chapter 42 related adjusted values. Add Line 5C and Line 6C.	\$ 0

¹ Tex. Tax Code §26.012(14)
² Tex. Tax Code §26.012(14)
³ Tex. Tax Code §26.012(13)
⁴ Tex. Tax Code §26.012(13)

Line	No-New-Revenue Tax Rate Worksheet	Amount	Item 2.
8.	2022 taxable value, adjusted for actual and potential court-ordered adjustments. Add Line 3 and Line 7.	\$ 496,730,746	
9.	2022 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2022. Enter the 2022 value of property in deannexed territory. ⁵	\$ 3,898,854	
10.	2022 taxable value lost because property first qualified for an exemption in 2023. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in 2023 does not create a new exemption or reduce taxable value. A. Absolute exemptions. Use 2022 market value: \$ 1,129,100 B. Partial exemptions. 2023 exemption amount or 2023 percentage exemption times 2022 value: + \$ 4,231,279 C. Value loss. Add A and B. ⁶	\$ 5,360,379	
11.	2022 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2023. Use only properties that qualified in 2023 for the first time; do not use properties that qualified in 2022. A. 2022 market value: \$ 56,440 B. 2023 productivity or special appraised value: - \$ 227 C. Value loss. Subtract B from A. ⁷	\$ 56,213	
12.	Total adjustments for lost value. Add Lines 9, 10C and 11C.	\$ 9,315,446	
13.	2022 captured value of property in a TIF. Enter the total value of 2022 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which 2022 taxes were deposited into the tax increment fund. ⁸ If the taxing unit has no captured appraised value in line 18D, enter 0.	\$ 18,129,762	
14.	2022 total value. Subtract Line 12 and Line 13 from Line 8.	\$ 469,285,538	
15.	Adjusted 2022 total levy. Multiply Line 4 by Line 14 and divide by \$100.	\$ 3,338,933	
16.	Taxes refunded for years preceding tax year 2022. Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2022. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2022. This line applies only to tax years preceding tax year 2022. ⁹	\$ 5,157	
17.	Adjusted 2022 levy with refunds and TIF adjustment. Add Lines 15 and 16. ¹⁰	\$ 3,344,090	
18.	Total 2023 taxable value on the 2023 certified appraisal roll today. This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled. ¹¹ A. Certified values: \$ 650,403,875 B. Counties: Include railroad rolling stock values certified by the Comptroller's office: + \$ C. Pollution control and energy storage system exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: - \$ 241,297 D. Tax increment financing: Deduct the 2023 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2023 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 23 below. ¹² - \$ 20,379,091 E. Total 2023 value. Add A and B, then subtract C and D.	\$ 629,783,487	

⁵ Tex. Tax Code §26.012(15)
⁶ Tex. Tax Code §26.012(15)
⁷ Tex. Tax Code §26.012(15)
⁸ Tex. Tax Code §26.03(c)
⁹ Tex. Tax Code §26.012(13)
¹⁰ Tex. Tax Code §26.012(13)
¹¹ Tex. Tax Code §26.012, 26.04(c-2)
¹² Tex. Tax Code §26.03(c)

Line	No-New-Revenue Tax Rate Worksheet	Amount	Item 2.
19.	<p>Total value of properties under protest or not included on certified appraisal roll. ¹³</p> <p>A. 2023 taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. ¹⁴..... \$ 45,545,242</p> <p>B. 2023 value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. ¹⁵..... + \$ 0</p> <p>C. Total value under protest or not certified. Add A and B. \$ 45,545,242</p>		
20.	2023 tax ceilings. Counties, cities and junior colleges enter 2023 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2022 or a prior year for homeowners age 65 or older or disabled, use this step. ¹⁶	\$ 117,132,876	
21.	2023 total taxable value. Add Lines 18E and 19C. Subtract Line 20. ¹⁷	\$ 558,195,853	
22.	Total 2023 taxable value of properties in territory annexed after Jan. 1, 2022. Include both real and personal property. Enter the 2023 value of property in territory annexed. ¹⁸	\$ 214,439	
23.	Total 2023 taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in 2022. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2022 and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for 2023. ¹⁹	\$ 38,965,065	
24.	Total adjustments to the 2023 taxable value. Add Lines 22 and 23.	\$ 39,179,504	
25.	Adjusted 2023 taxable value. Subtract Line 24 from Line 21.	\$ 519,016,349	
26.	2023 NNR tax rate. Divide Line 17 by Line 25 and multiply by \$100. ²⁰	\$ 0.644313 /\$100	
27.	COUNTIES ONLY. Add together the NNR tax rates for each type of tax the county levies. The total is the 2023 county NNR tax rate. ²¹	\$ _____ /\$100	

SECTION 2: Voter-Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

- Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
- Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
28.	2022 M&O tax rate. Enter the 2022 M&O tax rate.	\$ 0.522031 /\$100
29.	2022 taxable value, adjusted for actual and potential court-ordered adjustments. Enter the amount in Line 8 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 496,730,746

¹³ Tex. Tax Code §26.01(c) and (d)
¹⁴ Tex. Tax Code §26.01(c)
¹⁵ Tex. Tax Code §26.01(d)
¹⁶ Tex. Tax Code §26.012(6)(B)
¹⁷ Tex. Tax Code §26.012(6)
¹⁸ Tex. Tax Code §26.012(17)
¹⁹ Tex. Tax Code §26.012(17)
²⁰ Tex. Tax Code §26.04(c)
²¹ Tex. Tax Code §26.04(d)

Line	Voter-Approval Tax Rate Worksheet	Amount	Item 2.
30.	Total 2022 M&O levy. Multiply Line 28 by Line 29 and divide by \$100	\$ 2,593,088	
31.	Adjusted 2022 levy for calculating NNR M&O rate.		
	<p>A. M&O taxes refunded for years preceding tax year 2022. Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2022. This line applies only to tax years preceding tax year 2022. + \$ 3,891</p> <p>B. 2022 taxes in TIF. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2023 captured appraised value in Line 18D, enter 0. - \$ 88,664</p> <p>C. 2022 transferred function. If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. +/- \$ 0</p> <p>D. 2022 M&O levy adjustments. Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function. \$ -84,773</p> <p>E. Add Line 30 to 31D.</p>	\$ 2,508,315	
32.	Adjusted 2023 taxable value. Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 519,016,349	
33.	2023 NNR M&O rate (unadjusted). Divide Line 31E by Line 32 and multiply by \$100.	\$ 0.483282 /\$100	
34.	Rate adjustment for state criminal justice mandate. ²³ If not applicable or less than zero, enter 0.		
	<p>A. 2023 state criminal justice mandate. Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. \$ 0</p> <p>B. 2022 state criminal justice mandate. Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies. - \$ 0</p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100. \$ 0 /\$100</p> <p>D. Enter the rate calculated in C. If not applicable, enter 0.</p>	\$ 0 /\$100	
35.	Rate adjustment for indigent health care expenditures. ²⁴ If not applicable or less than zero, enter 0.		
	<p>A. 2023 indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2022 and ending on June 30, 2023, less any state assistance received for the same purpose. \$ 0</p> <p>B. 2022 indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2021 and ending on June 30, 2022, less any state assistance received for the same purpose. - \$ 0</p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100. \$ 0 /\$100</p> <p>D. Enter the rate calculated in C. If not applicable, enter 0.</p>	\$ 0 /\$100	

²² [Reserved for expansion]

²³ Tex. Tax Code §26.044

²⁴ Tex. Tax Code §26.0441

Line	Voter-Approval Tax Rate Worksheet	Amount	Item 2.
36.	<p>Rate adjustment for county indigent defense compensation. ²⁵ If not applicable or less than zero, enter 0.</p> <p>A. 2023 indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2022 and ending on June 30, 2023, less any state grants received by the county for the same purpose..... \$ <u>0</u></p> <p>B. 2022 indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2021 and ending on June 30, 2022, less any state grants received by the county for the same purpose..... \$ <u>0</u></p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100..... \$ <u>0</u> /\$100</p> <p>D. Multiply B by 0.05 and divide by Line 32 and multiply by \$100..... \$ <u>0</u> /\$100</p> <p>E. Enter the lesser of C and D. If not applicable, enter 0.</p>	\$ <u>0</u> /\$100	
37.	<p>Rate adjustment for county hospital expenditures. ²⁶ If not applicable or less than zero, enter 0.</p> <p>A. 2023 eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2022 and ending on June 30, 2023. \$ <u>0</u></p> <p>B. 2022 eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2021 and ending on June 30, 2022. \$ <u>0</u></p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100..... \$ <u>0</u> /\$100</p> <p>D. Multiply B by 0.08 and divide by Line 32 and multiply by \$100..... \$ <u>0</u> /\$100</p> <p>E. Enter the lesser of C and D, if applicable. If not applicable, enter 0.</p>	\$ <u>0</u> /\$100	
38.	<p>Rate adjustment for defunding municipality. This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code Section 26.0444 for more information.</p> <p>A. Amount appropriated for public safety in 2022. Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year \$ <u>0</u></p> <p>B. Expenditures for public safety in 2022. Enter the amount of money spent by the municipality for public safety during the preceding fiscal year \$ <u>0</u></p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100 \$ <u>0</u> /\$100</p> <p>D. Enter the rate calculated in C. If not applicable, enter 0.</p>	\$ <u>0</u> /\$100	
39.	<p>Adjusted 2023 NNR M&O rate. Add Lines 33, 34D, 35D, 36E, and 37E. Subtract Line 38D.</p>	\$ <u>0.483282</u> /\$100	
40.	<p>Adjustment for 2022 sales tax specifically to reduce property taxes. Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in 2022 should complete this line. These entities will deduct the sales tax gain rate for 2023 in Section 3. Other taxing units, enter zero.</p> <p>A. Enter the amount of additional sales tax collected and spent on M&O expenses in 2022, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent \$ <u>0</u></p> <p>B. Divide Line 40A by Line 32 and multiply by \$100 \$ <u>0</u> /\$100</p> <p>C. Add Line 40B to Line 39.</p>	\$ <u>0.483282</u> /\$100	
41.	<p>2023 voter-approval M&O rate. Enter the rate as calculated by the appropriate scenario below.</p> <p>Special Taxing Unit. If the taxing unit qualifies as a special taxing unit, multiply Line 40C by 1.08.</p> <p>- or -</p> <p>Other Taxing Unit. If the taxing unit does not qualify as a special taxing unit, multiply Line 40C by 1.035.</p>	\$ <u>0.500196</u> /\$100	

²⁵ Tex. Tax Code §26.0442

²⁶ Tex. Tax Code §26.0443

Line	Voter-Approval Tax Rate Worksheet	Amount	Item 2.
D41.	<p>Disaster Line 41 (D41): 2023 voter-approval M&O rate for taxing unit affected by disaster declaration. If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of</p> <p>1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, or</p> <p>2) the third tax year after the tax year in which the disaster occurred</p> <p>If the taxing unit qualifies under this scenario, multiply Line 40C by 1.08. ²⁷ If the taxing unit does not qualify, do not complete Disaster Line 41 (Line D41).</p>	\$ 0	/\$100
42.	<p>Total 2023 debt to be paid with property taxes and additional sales tax revenue. Debt means the interest and principal that will be paid on debts that:</p> <p>(1) are paid by property taxes,</p> <p>(2) are secured by property taxes,</p> <p>(3) are scheduled for payment over a period longer than one year, and</p> <p>(4) are not classified in the taxing unit's budget as M&O expenses.</p> <p>A. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here. ²⁸</p> <p>Enter debt amount \$ 1,233,548</p> <p>B. Subtract unencumbered fund amount used to reduce total debt. - \$ 0</p> <p>C. Subtract certified amount spent from sales tax to reduce debt (enter zero if none) - \$ 0</p> <p>D. Subtract amount paid from other resources - \$ 0</p> <p>E. Adjusted debt. Subtract B, C and D from A. \$ 1,233,548</p>		
43.	Certified 2022 excess debt collections. Enter the amount certified by the collector. ²⁹	\$ 185,502	
44.	Adjusted 2023 debt. Subtract Line 43 from Line 42E.	\$ 1,048,046	
45.	<p>2023 anticipated collection rate.</p> <p>A. Enter the 2023 anticipated collection rate certified by the collector. ³⁰ 125.00 %</p> <p>B. Enter the 2022 actual collection rate. 121.00 %</p> <p>C. Enter the 2021 actual collection rate. 132.00 %</p> <p>D. Enter the 2020 actual collection rate. 123.00 %</p> <p>E. If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. ³¹</p>	125.00	%
46.	2023 debt adjusted for collections. Divide Line 44 by Line 45E.	\$ 838,436	
47.	2023 total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 558,195,853	
48.	2023 debt rate. Divide Line 46 by Line 47 and multiply by \$100.	\$ 0.150204	/\$100
49.	2023 voter-approval tax rate. Add Lines 41 and 48.	\$ 0.650400	/\$100
D49.	<p>Disaster Line 49 (D49): 2023 voter-approval tax rate for taxing unit affected by disaster declaration. Complete this line if the taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D41.</p> <p>Add Line D41 and 48.</p>	\$ _____	/\$100

²⁷ Tex. Tax Code §26.042(a)
²⁸ Tex. Tax Code §26.012(7)
²⁹ Tex. Tax Code §26.012(10) and 26.04(b)
³⁰ Tex. Tax Code §26.04(b)
³¹ Tex. Tax Code §§26.04(h), (h-1) and (h-2)

Line	Voter-Approval Tax Rate Worksheet	Amount	Item 2.
50.	COUNTIES ONLY. Add together the voter-approval tax rates for each type of tax the county levies. The total is the 2023 county voter-approval tax rate.	\$ 0 /\$100	

SECTION 3: NNR Tax Rate and Voter-Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
51.	Taxable Sales. For taxing units that adopted the sales tax in November 2022 or May 2023, enter the Comptroller's estimate of taxable sales for the previous four quarters. ³² Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November 2022, enter 0.	\$ 0
52.	Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. ³³ Taxing units that adopted the sales tax in November 2022 or in May 2023. Multiply the amount on Line 51 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. ³⁴ - or - Taxing units that adopted the sales tax before November 2022. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$ 0
53.	2023 total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 558,195,853
54.	Sales tax adjustment rate. Divide Line 52 by Line 53 and multiply by \$100.	\$ 0 /\$100
55.	2023 NNR tax rate, unadjusted for sales tax. ³⁵ Enter the rate from Line 26 or 27, as applicable, on the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0.644313 /\$100
56.	2023 NNR tax rate, adjusted for sales tax. Taxing units that adopted the sales tax in November 2022 or in May 2023. Subtract Line 54 from Line 55. Skip to Line 57 if you adopted the additional sales tax before November 2022.	\$ 0.644313 /\$100
57.	2023 voter-approval tax rate, unadjusted for sales tax. ³⁶ Enter the rate from Line 49, Line D49 (disaster) or Line 50 (counties) as applicable, of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.650400 /\$100
58.	2023 voter-approval tax rate, adjusted for sales tax. Subtract Line 54 from Line 57.	\$ 0.650400 /\$100

SECTION 4: Voter-Approval Tax Rate Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
59.	Certified expenses from the Texas Commission on Environmental Quality (TCEQ). Enter the amount certified in the determination letter from TCEQ. ³⁷ The taxing unit shall provide its tax assessor-collector with a copy of the letter. ³⁸	\$ 0
60.	2023 total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 558,195,853
61.	Additional rate for pollution control. Divide Line 59 by Line 60 and multiply by \$100.	\$ 0 /\$100
62.	2023 voter-approval tax rate, adjusted for pollution control. Add Line 61 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties) or Line 58 (taxing units with the additional sales tax).	\$ 0.650400 /\$100

³² Tex. Tax Code §26.041(d)
³³ Tex. Tax Code §26.041(i)
³⁴ Tex. Tax Code §26.041(d)
³⁵ Tex. Tax Code §26.04(c)
³⁶ Tex. Tax Code §26.04(c)
³⁷ Tex. Tax Code §26.045(d)
³⁸ Tex. Tax Code §26.045(i)

SECTION 5: Voter-Approval Tax Rate Adjustment for Unused Increment Rate

Item 2.

The unused increment rate is the rate equal to the difference between the adopted tax rate and voter-approval tax rate adjusted to remove the unused increment rate for the prior three years.³⁹ In a year where a taxing unit adopts a rate by applying any portion of the unused increment rate, the portion of the unused increment rate must be backed out of the calculation for that year.

The difference between the adopted tax rate and adjusted voter-approval tax rate is considered zero in the following scenarios:

- a tax year before 2020;⁴⁰
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a);⁴¹ or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval.⁴²

Individual components can be negative, but the overall rate would be the greater of zero or the calculated rate.

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit.⁴³

Line	Unused Increment Rate Worksheet	Amount/Rate
63.	Year 3 component. Subtract the 2022 actual tax rate and the 2022 unused increment rate from the 2022 voter-approval tax rate.	
	A. Voter-approval tax rate (Line 67).....	\$ 0.717950 /\$100
	B. Unused increment rate (Line 66).....	\$ 0.006457 /\$100
	C. Subtract B from A.....	\$ 0.711493 /\$100
	D. Adopted Tax Rate.....	\$ 0.711493 /\$100
	E. Subtract D from C.....	\$ 0.000000 /\$100
64.	Year 2 component. Subtract the 2021 actual tax rate and the 2021 unused increment rate from the 2021 voter-approval tax rate.	
	A. Voter-approval tax rate (Line 67).....	\$ 0.717950 /\$100
	B. Unused increment rate (Line 66).....	\$ 0.000000 /\$100
	C. Subtract B from A.....	\$ 0.717950 /\$100
	D. Adopted Tax Rate.....	\$ 0.711493 /\$100
	E. Subtract D from C.....	\$ 0.006457 /\$100
65.	Year 1 component. Subtract the 2020 actual tax rate and the 2020 unused increment rate from the 2020 voter-approval tax rate.	
	A. Voter-approval tax rate (Line 65).....	\$ 0.755612 /\$100
	B. Unused increment rate (Line 64).....	\$ 0.000000 /\$100
	C. Subtract B from A.....	\$ 0.755612 /\$100
	D. Adopted Tax Rate.....	\$ 0.761240 /\$100
	E. Subtract D from C.....	\$ -0.005628 /\$100
66.	2023 unused increment rate. Add Lines 63E, 64E and 65E.	\$ 0.000829 /\$100
67.	Total 2023 voter-approval tax rate, including the unused increment rate. Add Line 66 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax) or Line 62 (taxing units with pollution control).	\$ 0.651229 /\$100

³⁹ Tex. Tax Code §26.013(a)

⁴⁰ Tex. Tax Code §26.013(c)

⁴¹ Tex. Tax Code §§26.0501(a) and (c)

⁴² Tex. Local Gov't Code §120.007(d), effective Jan. 1, 2022

⁴³ Tex. Tax Code §26.063(a)(1)

⁴⁴ Tex. Tax Code §26.012(8-a)

⁴⁵ Tex. Tax Code §26.063(a)(1)

SECTION 6: De Minimis Rate

Item 2.

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise \$500,000, and the current debt rate for a taxing unit.⁴⁴ This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit.⁴⁵

Line	De Minimis Rate Worksheet	Amount/Rate
68.	Adjusted 2023 NNR M&O tax rate. Enter the rate from Line 39 of the <i>Voter-Approval Tax Rate Worksheet</i>	\$ 0.483282 /\$100
69.	2023 total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 558,195,853
70.	Rate necessary to impose \$500,000 in taxes. Divide \$500,000 by Line 69 and multiply by \$100.	\$ 0.089574 /\$100
71.	2023 debt rate. Enter the rate from Line 48 of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.150204 /\$100
72.	De minimis rate. Add Lines 68, 70 and 71.	\$ 0.723060 /\$100

SECTION 7: Voter Approval Tax Rate Adjustment for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.⁴⁶

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(d), in the prior year, it must also reduce its voter-approval tax rate for the current tax year.⁴⁷

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago. This section will apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
73.	2022 adopted tax rate. Enter the rate in Line 4 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0.711493 /\$100
74.	Adjusted 2022 voter-approval tax rate. Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. If a disaster occurred in 2022 and the taxing unit calculated its 2022 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2022 worksheet due to a disaster, complete the applicable sections or lines of Form 50-856-a, <i>Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> . - or - If a disaster occurred prior to 2022 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2022, complete the separate <i>Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> to recalculate the voter-approval tax rate the taxing unit would have calculated in 2022 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the year(s) following the disaster. ⁴⁸ Enter the final adjusted 2022 voter-approval tax rate from the worksheet. - or - If the taxing unit adopted a tax rate above the 2022 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year's worksheet.	\$ 0 /\$100
75.	Increase in 2022 tax rate due to disaster. Subtract Line 74 from Line 73.	\$ 0 /\$100
76.	Adjusted 2022 taxable value. Enter the amount in Line 14 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 469,285,538
77.	Emergency revenue. Multiply Line 75 by Line 76 and divide by \$100.	\$ 0
78.	Adjusted 2023 taxable value. Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 519,016,349
79.	Emergency revenue rate. Divide Line 77 by Line 78 and multiply by \$100. ⁴⁹	\$ 0 /\$100

⁴⁶ Tex. Tax Code §26.042(b)

⁴⁷ Tex. Tax Code §26.042(f)

⁴⁸ Tex. Tax Code §26.042(c)

⁴⁹ Tex. Tax Code §26.042(b)

Line	Emergency Revenue Rate Worksheet	Amount	Item 2.
80.	2023 voter-approval tax rate, adjusted for emergency revenue. Subtract Line 79 from one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax), Line 62 (taxing units with pollution control) or Line 67 (taxing units with the unused increment rate).	\$ 0.651229 /\$100	

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

- No-new-revenue tax rate.** \$ 0.644313 /\$100
 As applicable, enter the 2023 NNR tax rate from: Line 26, Line 27 (counties), or Line 56 (adjusted for sales tax).
 Indicate the line number used: 26
- Voter-approval tax rate.** \$ 0.651229 /\$100
 As applicable, enter the 2023 voter-approval tax rate from: Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (adjusted for sales tax), Line 62 (adjusted for pollution control), Line 67 (adjusted for unused increment), or Line 80 (adjusted for emergency revenue).
 Indicate the line number used: 67
- De minimis rate.** \$ 0.723060 /\$100
 If applicable, enter the 2023 de minimis rate from Line 72.

SECTION 9: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in the Tax Code.⁵⁰

print here ▶ Scott Porter, TAC
 Printed Name of Taxing Unit Representative

sign here ▶ 
 Taxing Unit Representative

7/27/23
 Date

⁵⁰ Tex. Tax Code §§26.04(c-2) and (d-2)

CITY OF JOSHUA, TEXAS**ORDINANCE NO.**

AN ORDINANCE OF THE CITY OF JOSHUA, TEXAS, APPROVING AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024, AND MAKING APPROPRIATIONS FOR EACH DEPARTMENT, PROJECT, AND ACCOUNT; REPEALING CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Joshua, Texas (hereinafter referred to as the “City”), is a Home Rule municipality located in Johnson County, created in accordance with the provisions of Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the City Manager of the City submitted a budget proposal to the City Council prior to the beginning of the fiscal year, and in said budget proposal set forth the estimated revenues and expenditures; and

WHEREAS, the City Manager of the City has filed with the City Secretary a budget outlining all proposed expenditures of the government of the City for the fiscal year beginning October 1, 2023, and ending September 30, 2024 (hereinafter referred as the “Budget”); and

WHEREAS, the Budget, a copy of which is attached hereto as Attachment “A” and incorporated herein for all purposes, specifically sets forth each of the various projects for which appropriations are delineated, and the estimated amount of money carried in the Budget for each of such projects; and

WHEREAS, the Budget has been filed with the City Secretary for at least thirty (30) days before the date the City Council made its tax levy for the fiscal year and such Budget has been available for inspection by any taxpayer; and

WHEREAS, the public notice of a public hearing on the proposed Budget, stating the date, time, place and subject matter of said public hearing, was given as required by the laws of the State of Texas; and

WHEREAS, such public hearing was held, prior approval of such date being hereby ratified and confirmed by the City Council, and those wishing to speak on the Budget were heard, and provided an opportunity to present their views on the proposed Budget; and

WHEREAS, the City Council has studied the Budget and listened to the comments of the taxpayers at the public hearing and has determined that the Budget attached hereto is in the best interests of the City and that same should be approved and adopted;

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

SECTION 1

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

SECTION 2

The Budget (Attachment "A") of the revenues of the City and the expenses of conducting the affairs thereof for the ensuing fiscal year beginning October 1, 2023 and ending September 30, 2024, as modified by the City Council, be and the same is, in all things adopted and approved as the Budget of the City of Joshua for the fiscal year beginning October 1, 2023, and ending September 30, 2024, and there is hereby appropriated from the funds indicated such projects, operations, activities, purchases and other expenditures as proposed in the Budget.

SECTION 3

The City Council shall file or cause to be filed a true and correct copy of this Ordinance, along with the approved Budget attached hereto, and any amendments thereto, with the City Secretary. The City Secretary shall file or cause to be filed a true and correct copy of this Ordinance, along with the approved Budget attached hereto, and any amendments thereto, in the office of the County Clerk of Johnson County, Texas, as required by State law.

SECTION 4

The revised figures, prepared and submitted by the City Manager for the 2023/2024 budget, be and the same are hereby, in all things, approved and appropriated, and any necessary transfers between accounts and departments are hereby authorized, approved and appropriated.

SECTION 5

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by

the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 6

This Ordinance shall be in full force and effect from and after its passage and it is so ordained.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, ON THIS THE 21st DAY OF SEPTEMBER 2023.

APPROVED:

Scott Kimble, Mayor

ATTEST:

Alice Holloway, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, City Attorney

EXHIBIT "A"

NOTICE OF PUBLIC HEARING ON TAX INCREASE

Item 3.

A tax rate of \$0.651229 per \$100 valuation has been proposed by the governing body of City of Joshua.

PROPOSED TAX RATE	\$0.651229 per \$100
NO-NEW-REVENUE TAX RATE	\$0.644313 per \$100
VOTER-APPROVAL TAX RATE	\$0.651229 per \$100

The no-new-revenue tax rate is the tax rate for the 2023 tax year that will raise the same amount of property tax revenue for City of Joshua from the same properties in both the 2022 tax year and the 2023 tax year.

The voter-approval rate is the highest tax rate that City of Joshua may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that City of Joshua is proposing to increase property taxes for the 2023 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON September 21, 2023 AT 6:30 pm AT Joshua City Hall, 101 South Main Street, Joshua, TX 76058.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, City of Joshua is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the City Council of City of Joshua at their offices or by attending the public hearing mentioned above.

YOUR TAXES OWED UNDER ANY OF THE RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS:

$$\text{Property tax amount} = (\text{tax rate}) \times (\text{taxable value of your property}) / 100$$

FOR the proposal:	Scott Kimble	Johnny Waldrip
	Mike Kidd	Angela Nichols
	Merle Breitenstein	Dakota Marshall
	Shelly Anderson	

AGAINST the proposal: None

PRESENT and not voting: None

ABSENT: None

Visit [Texas.gov/PropertyTaxes](https://www.texas.gov/PropertyTaxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by City of Joshua last year to the taxes proposed to be imposed on the average residence homestead by City of Joshua this year.

	2022	2023	Change

Total tax rate (per \$100 of value)	\$0.711493	\$0.651229	decrease of -0.060264, or -8.47%	<i>Item 3.</i>
Average homestead taxable value	\$232,778	\$260,517	increase of 27,739, or 11.92%	
Tax on average homestead	\$1,656.20	\$1,696.56	increase of 40.36, or 2.44%	
Total tax levy on all properties	\$3,410,369	\$3,635,133	increase of 224,764, or 6.59%	

For assistance with tax calculations, please contact the tax assessor for City of Joshua at 817-558-0122 or jcto@johnsoncountytexas.org, or visit <https://johnson.truthintaxes.com> for more information.

**CITY OF JOSHUA, TEXAS
ORDINANCE NO.**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, ADOPTING THE CITY OF JOSHUA 2023 PROPERTY TAX RATE; LEVYING TAXES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024, AT THE RATE OF \$_____ PER ONE HUNDRED DOLLARS (\$100.00) ASSESSED VALUE ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF JOSHUA, TEXAS, IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF ON THE CITY’S HOME PAGE OF ITS WEBSITE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Joshua, Texas (hereinafter referred to as the “City”), hereby finds that the tax for the fiscal year beginning October 1, 2023, and ending September 30, 2024, hereinafter levied for current expenditures of the City and the general improvements of the City and its property, must be levied to provide revenue requirements for the budget for the ensuing year; and

WHEREAS, the City Council has approved by separate ordinance, adopted on the 21st day of September 2023, the budget for the fiscal year beginning October 1, 2023, and ending September 30, 2024; and

WHEREAS, all statutory and constitutional requirements concerning the levying and assessing of ad valorem taxes have been complied with by the City.

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

SECTION 1

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

SECTION 2

The City Council of the City of Joshua, Texas, does hereby adopt and levy the following tax rate of \$0._____per \$100 assessed valuation for the City for tax year 2023 as follows:

\$0._____for the purpose of maintenance and operation; and

\$0._____for payment of principal and interest on debt service.

SECTION 3

The rate adopted is higher than the no-new-revenue rate and not higher than the voter approval rate as calculated according to the Truth in Taxation provisions of the Texas Tax Code, as amended, and the total levy for maintenance and operations exceeds last year’s levy for same.

This budget is estimated to raise less revenue from property taxes compared to last year, with a decrease of \$131,067. This represents a 4.455% percent increase from the previous year's budget. Additionally, the estimate for property tax revenue raised from new properties added to the roll this year is \$253,752.

The City’s website shall reflect the foregoing statements, pursuant to applicable provisions of the Texas Tax Code, as amended.

SECTION 4

The Tax Assessor-Collector for Johnson County is hereby authorized to assess and collect the taxes of the City of Joshua in accordance with this Ordinance. The City shall have all rights and remedies provided by the law for the enforcement of the collection of taxes levied under this ordinance.

SECTION 5

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

SECTION 6

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION 7

This Ordinance shall become effective from and after its adoption and publication, as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, BY A VOTE OF ___ FOR AND ___ AGAINST, ON THIS THE 21st DAY OF SEPTEMBER 2023.

APPROVED:

Scott Kimble, Mayor

ATTEST:

Alice Holloway, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, City Attorney



**City Council Agenda
September 21, 2023**

Minutes Resolution

Action Item

Agenda Description:

Public hearing on a request for amending subsection C, “Public Hearing and Notice,” of section 3.1.4, “Amendments, Changes and Procedures,” of the City’s Zoning Ordinance, found in Chapter 14, “Zoning,” of the code of ordinances of the City of Joshua, Texas, by providing for notices relative to a change in a zoning regulation that could result in a nonconforming use consistent with Senate Bill 929; Amending section 4.1.11, “Amortization,” of Article 4, “Nonconformities,” of the City’s Zoning Ordinance, found in Chapter 14, “Zoning,” of the code of Ordinances of the city of Joshua, Texas, providing for Amortization procedures consistent with Senate Bill 929; Providing for a penalty; Providing a severability clause; Providing for Publication; And Providing an effective date.

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

Background Information:

This is a city-related bill that passed the 2023 session.

Financial Information:

The cost associated with amending the zoning ordinance request is the publication expense.

City Contact and Recommendations:

Aaron Maldonado, Development Services Director

The Planning & Zoning Board has made their recommendation for approval at the September 5th meeting.

Attachments:

Item 5.

1. Publication Notice

Notice of Public Hearing

Notice is hereby given that the City of Joshua’s Planning and Zoning Commission and City Council will conduct public hearings to consider the request for amending subsection C, “Public Hearing and Notice,” of section 3.1.4, “Amendments, Changes and Procedures,” of the City’s Zoning Ordinance, found in Chapter 14, “Zoning,” of the code of ordinances of the City of Joshua, Texas, by providing for notices relative to a change in a zoning regulation that could result in a nonconforming use consistent with Senate Bill 929; Amending section 4.1.11, “Amortization,” of Article 4, “Nonconformities,” of the City’s Zoning Ordinance, found in Chapter 14, “Zoning,” of the code of Ordinances of the city of Joshua, Texas, providing for Amortization procedures consistent with Senate Bill 929; Providing for a penalty; Providing a severability clause; Providing for Publication; And Providing an effective date.

The Planning and Zoning Commission will conduct its public hearing on September 5, 2023, at 6:30 PM, and the City Council will conduct its public hearing and consideration on September 21, 2023, at 6:30 PM. Both meetings will be held in the City Council Chambers at Joshua City Hall, 101 South Main Street, Joshua, TX 76058.



**City Council Agenda
September 21, 2023**

Ordinance

Action Item

Agenda Description:

Discuss, consider, and possible action on approving an ordinance amending subsection C, “Public Hearing and Notice,” of section 3.1.4, “Amendments, Changes and Procedures,” of the City’s Zoning Ordinance, found in Chapter 14, “Zoning,” of the code of ordinances of the City of Joshua, Texas, by providing for notices relative to a change in a zoning regulation that could result in a nonconforming use consistent with Senate Bill 929; Amending section 4.1.11, “Amortization,” of Article 4, “Nonconformities,” of the City’s Zoning Ordinance, found in Chapter 14, “Zoning,” of the code of Ordinances of the city of Joshua, Texas, providing for Amortization procedures consistent with Senate Bill 929; Providing for a penalty; Providing a severability clause; Providing for Publication; And Providing an effective date.

Background Information:

This is a city-related bill that passed the 2023 session.

City Contact and Recommendations:

Aaron Maldonado, Development Services Director

Staff recommends approval.

Attachments:

1. Ordinance

CITY OF JOSHUA, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, AMENDING SUBSECTION C, "PUBLIC HEARING AND NOTICE," OF SECTION 3.1.4, "AMENDMENTS, CHANGES AND ADMINISTRATIVE PROCEDURES," OF ARTICLE 3, "PROCESSES AND PROCEDURES," OF THE CITY'S ZONING ORDINANCE, FOUND IN CHAPTER 14, "ZONING," OF THE CODE OF ORDINANCES OF THE CITY OF JOSHUA, TEXAS, BY PROVIDING FOR NOTICES RELATIVE TO A CHANGE IN A ZONING REGULATION THAT COULD RESULT IN A NONCONFORMING USE, CONSISTENT WITH SENATE BILL 929; AMENDING SECTION 4.1.11, "AMORTIZATION," OF ARTICLE 4, "NONCONFORMITIES," OF THE CITY'S ZONING ORDINANCE, FOUND IN CHAPTER 14, "ZONING," OF THE CODE OF ORDINANCES OF THE CITY OF JOSHUA, TEXAS, PROVIDING FOR AMORTIZATION PROCEDURES CONSISTENT WITH SENATE BILL 929; PROVIDING FOR A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the 88th Legislature recently passed Senate Bill 929 relative to nonconforming uses of property and notice to property owners, and it is the desire of the City Council to fully comply with such legislation; and

WHEREAS, after public notice and public hearing as required by law, the Planning and Zoning Commission of the City of Joshua, Texas, has recommended amending the City's Zoning Ordinance to encompass those amendments as set forth herein; and

WHEREAS, after public notice and public hearing as required by law, and upon due deliberation and consideration of the recommendation of said Planning and Zoning Commission and of all testimony and information submitted during said public hearing, the City Council of the City of Joshua, Texas, has determined that it is in the public's best interest and in furtherance of the health, safety, morals, and general welfare of the citizens of the City to amend the City's Zoning Ordinance as set forth herein.

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

SECTION 1

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

SECTION 2

From and after the effective date of this Ordinance, Subsection C, "Public Hearing

and Notice,” of Section 3.1.4, “Amendments, Changes and Administrative Procedures,” of Article 3, “Processes and Procedures,” of the City’s Zoning Ordinance, found in Chapter 14, “Zoning,” of the Code of Ordinances of the City of Joshua, Texas, is hereby amended by adding a new Subpart (4) to read as follows:

“3.1.4 AMENDMENTS, CHANGES AND ADMINISTRATIVE PROCEDURES

* * *

C. Public Hearing and Notice. Upon filing of an application for an amendment to the zoning ordinance and/or map, the Planning and Zoning Commission shall call a public hearing on said application:

* * *

- 4. In addition to the foregoing notice, the City shall provide written notice of each public hearing regarding any proposed adoption of or change to a zoning regulation or boundary under which a current conforming use of a property is a nonconforming use if the regulation or boundary is adopted or changed. The notice shall:
 - (a) be mailed by United States mail to each owner of real or business personal property where the proposed nonconforming use is located as indicated by the most recently approved municipal tax roll and each occupant of the property not later than the 10th day before the hearing date;
 - (b) contain the time and place of the hearing; and
 - (c) include the following text in bold 14-point type or larger: “THE CITY OF JOSHUA IS HOLDING A HEARING THAT WILL DETERMINE WHETHER YOU MAY LOSE THE RIGHT TO CONTINUE USING YOUR PROPERTY FOR ITS CURRENT USE. PLEASE READ THIS NOTICE CAREFULLY.”

SECTION 3

From and after the effective date of this Ordinance, Section 4.1.11, “Amortization,” of Article 4, “Nonconformities,” of the City’s Zoning Ordinance, found in Chapter 14, “Zoning,” of the Code of Ordinances of the City of Joshua, Texas, is hereby amended to read as follows:

“4.1.11 AMORTIZATION

The City Council may request that the Zoning Board of Adjustment establish a compliance date for discontinuance of a nonconformity in accordance with this Section.

In determining whether to initiate an amortization proceeding, the Zoning Board of Adjustment may consider the character of the surrounding area, the degree of incompatibility of the nonconformity to the zoning district in which it is located, the effect of the nonconformity on the surrounding area, the effect of cessation of the nonconformity on the area, any other danger or nuisance to the public caused by the nonconformity, and any other factors the Zoning Board of Adjustment considers relevant. If the Zoning Board of Adjustment determines that there is no public necessity for establishing a compliance date, the Zoning Board of Adjustment shall notify the City Council of same.

The Zoning Board of Adjustment shall, in accordance with Section 211.019 of the Texas Local Government Code, as amended, utilize the procedures and owner or lessee compensation criteria contained in said Section in the event the City determines that a nonconforming use of property shall cease.”

SECTION 4

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 5

All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, and any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6

Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished by fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense.

SECTION 7

This Ordinance shall become effective from and after its adoption and publication as required by law; however, the provisions of this Ordinance shall not be applicable to any residential development or tract of land for which one or more final plats has been approved by the City as of the effective date of this Ordinance.

DULY PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, ON THIS ____ DAY OF SEPTEMBER, 2023.

Scott Kimble, Mayor

ATTEST:

Alice Holloway, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, City Attorney

RESOLUTION

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS AUTHORIZING THE EXECUTION, ON BEHALF OF THE CITY, OF A FINANCING/USE AGREEMENT BETWEEN THE CITY AND THE JOSHUA 4B ECONOMIC DEVELOPMENT CORPORATION; RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Joshua 4B Economic Development Corporation (the “Corporation”) was created by the City of Joshua, Texas (the “City”), pursuant to the provisions of The Development Corporation Act of 1979, as amended, Article 5190.6, Vernon’s Annotated Texas Civil Statutes, now codified as Chapter 505, Texas Local Government Code, as amended and to the extent applicable, Chapter 501, Texas Local Government Code, as amended (the “Act”), and an election held on May 5, 2001 (the “Election”) at which the qualified voters of the City approved the levy an additional sales and use tax of one half percent (1/2 of 1%) (the “Corporation Sales Tax”) for authorized purposes of the Corporation; and

WHEREAS, the City Council of the City (the “City Council”) levied and, after registering the Election proceedings with the Comptroller of Public Accounts for the State of Texas, began collecting the Corporation Sales Tax on October 1, 2001; and

WHEREAS, the Corporation intends to participate in “Projects”, as defined in the Act, including (1) constructing, acquiring, purchasing, renovating, enlarging, and improving the City’s parks and recreation facilities, (2) the purchase of materials, supplies, equipment, digital signage, machinery, landscaping, land, and rights-of-way for authorized needs and purposes relating to the aforementioned improvements; and (3) payment for professional services relating to the design, construction, project management, and financing of the aforementioned projects; and

WHEREAS, the Corporation intends to undertake the Projects pursuant to Section 505.152 of the Act (“Section 505.152”) and as authorized pursuant to the Election; and

WHEREAS, in accordance with the Act, including Section 505.158 and Section 501.073(a) of the Act, the Council previously approved of all programs and expenditures of the Corporation; and

WHEREAS, the City can obtain financing for the construction of the Projects on more favorable terms than could the Corporation, and contemplates the issuance on September 21, 2023 of obligations designated as “City of Joshua, Texas Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2023” (the “Certificates”) for the purpose of paying a portion of the Projects and other capital improvements in the City; and

WHEREAS, the Corporation and the City shall enter into a certain interlocal agreement as authorized under Chapter 791, as amended, Texas Government Code (the “Financing/Use Agreement”), attached hereto as Exhibit A, by which the Corporation shall agree to transfer a

portion of the proceeds of the Corporation Sales Tax for the benefit of the City in consideration of its issuance of the Certificates to finance the Projects; and

WHEREAS, the Corporation has previously approved the execution of the Financing/Use Agreement; and

WHEREAS, the approval of the Financing/Use Agreement is found and determined to be in the best interest of the citizens of the City and the Corporation; now, therefore

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

SECTION 1: The Financing/Use Agreement by and between the City and the Corporation in relation to the Projects attached hereto as Exhibit A and incorporated by reference as a part of this resolution for all purposes, with respect to the obligations of the City and Corporation during the time the Certificates are outstanding, is hereby approved as to form and substance and the Mayor and the City Secretary are hereby authorized to execute and deliver the Financing/Use Agreement for and on behalf of the City and as the act and deed of this Council. Furthermore, the Mayor and the City Secretary and the other officers of the City are hereby authorized, jointly and severally, to execute and deliver such endorsements, instruments, certificates, documents, or papers necessary and advisable to carry out the intent and purposes of this resolution.

SECTION 2: The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this resolution for all purposes and are adopted as a part of the judgment and findings of the Council.

SECTION 3: All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this resolution are hereby repealed to the extent of such conflict, and the provisions of this resolution shall be and remain controlling as to the matters resolved herein.

SECTION 4: This resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 5: If any provision of this resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and this Council hereby declares that this resolution would have been enacted without such invalid provision.

SECTION 6: It is officially found, determined, and declared that the meeting at which this resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 7: This resolution shall be in force and effect from and after its passage on the date shown below.

[The remainder of this page intentionally left blank.]

PASSED AND ADOPTED, this September 21, 2023.

CITY OF JOSHUA, TEXAS

Mayor

ATTEST:

City Secretary

(CITY SEAL)

EXHIBIT A

Financing/Use Agreement

See Tab No. __

FINANCING/USE AGREEMENT

This Financing/Use Agreement (this *Financing/Use Agreement*) is made to be effective as of September 21, 2023, by and between the City of Joshua, Texas (the *City*), a duly incorporated and existing municipal corporation, home rule municipality, and political subdivision of the State of Texas and Joshua 4B Economic Development Corporation (the *Corporation*), a non-profit development corporation organized and existing under the laws of the State of Texas, including The Development Corporation Act of 1979, as amended, Article 5190.6, Vernon's Annotated Texas Civil Statutes, now codified as Chapter 505, Texas Local Government Code, as amended and to the extent applicable, Chapter 501, Texas Local Government Code, as amended (collectively, the *Act*).

R E C I T A L S

WHEREAS, the Corporation in cooperations with the City is to finance *Projects*, as defined in the Act (and with respect to such projects, associated *Costs*), including (1) constructing, acquiring, purchasing, renovating, enlarging, and improving the City's parks and recreation facilities, (2) the purchase of materials, supplies, equipment, digital signage, machinery, landscaping, land, and rights-of-way for authorized needs and purposes relating to the aforementioned improvements; and (3) payment for professional services relating to the design, construction, project management, and financing of the aforementioned projects (collectively, the *Project*); and

WHEREAS, such financing contemplates the issuance and sale of debt obligations of the City in the principal amount of \$ _____, the proceeds of which sale are to be used by the City to finance the Project; and

WHEREAS, the City will own the Project and the Corporation will transfer lawfully available proceeds of the ½ of 1% Sales Tax (the *4B Sales Tax*) belonging to the Corporation to the City to pay all or a portion of the debt service on the Certificates; and

WHEREAS, under the current policies and procedures established by the Comptroller of Public Accounts of the State of Texas (the *Comptroller*) the 1.00% sales and use tax belonging to the City (the *City Sales Tax*) and the 4B Sales Tax belonging to the Corporation are collected, commingled, and remitted directly to the City in undivided interests and without allocations or notations of ownership as between the City and the Corporation; and

WHEREAS, in order to enhance the marketability of the proposed Certificates, it is appropriate and necessary that the City and the Corporation adopt formal procedures by which the City Sales Tax and the 4B Sales Tax are collected, deposited, held, identified, allocated, and transferred to or for the benefit of the City and Corporation, and

WHEREAS, this Financing/Use Agreement is intended to constitute an interlocal cooperative agreement as authorized pursuant to the provisions of Chapter 791, as amended, Texas Government Code, and the adoption of this Financing/Use Agreement is found and determined to be in the best interest of the citizens of the City and the Corporation.

A G R E E M E N T

SECTION 1: Duties of the City; Financing of the Project: For and in consideration of the Corporation's covenants and agreements herein contained and subject to the terms contained herein, the City hereby agrees to perform the following duties:

(1) The City will issue and sell a series of obligations to be known as "City of Joshua, Texas Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2023" (the *Certificates*), and deposit the proceeds of sale of the Certificates to a construction fund or account to be designated by the City in the ordinance (the *Ordinance*) authorizing the issuance of the Certificates, and the City and the Corporation hereby agree and covenant that all proceeds of sale deposited to the credit of such construction fund or account are to be maintained at the City's depository bank and shall be used solely to pay the Costs of the Project or otherwise expended as provided in the Ordinance. The City shall be solely responsible for making the annual payments of principal and interest on this indebtedness pursuant to the terms and conditions for the issuance of the Certificates.

(2) The City will own the Project and is responsible for all aspects of the acquisition, construction, reconstruction, improvement, and expansion of the Project and in connection therewith and shall comply with applicable law relating to the construction of public works, including, without limitation, the provisions of Chapter 2253, as amended, Texas Government Code (pertaining to public works performance and payment bonds).

(3) Any 4B Sales Tax proceeds transferred by the Corporation to the City shall not be pledged to pay any indebtedness of the City in accordance with the provisions of Section 231.506, as amended, Texas Tax Code. Upon receipt of any 4B Sales Tax proceeds from the Corporation pursuant to the terms of this Financing/Use Agreement, the City shall deposit an equal amount of unencumbered funds to the Certificate Fund (as defined in the Ordinance) to pay on an annual basis the principal and interest payments on the Certificates when they become due.

SECTION 2: Duties of the Corporation. For and in consideration of the City's agreement to undertake the actions set forth in Section 1 hereof, the Corporation hereby agrees to perform the following duties:

(1) The Corporation will, subject to the determination of the Board of Directors of the Corporation that any and all Annual Obligations (hereinafter defined) have been provided for or otherwise satisfied, transfer to the City on an annual basis lawfully available 4B Sales Tax proceeds on or before February 1 of each year (the *Annual Transfer Obligation*) in accordance with the following schedule:

(the remainder of this page intentionally left blank.)

Year	Amounts (\$)
2024	
2025	
2026	
2027	
2028	
2029	
2030	
2031	
2032	
2033	
2034	
Total Amount	

In the event the City defeases, refunds, or otherwise modifies or extends the term or the amount of debt service payable on the Certificates in any year, the Corporation’s Annual Transfer Obligation shall continue in accordance with the the terms of this Financing/Use Agreement unless otherwise modified pursuant to Section 9 hereof.

The term *Annual Obligations* means all payment obligations of the Corporation coming due within a fiscal year, including (but not limited to) its administrative expenses, all debt service requirements on any indebtedness issued thereby, and any funding requirements for debt service reserve or other funds created in any resolution authorizing the issuance of any Corporation indebtedness. Accordingly, any transfer of 4B Sales Tax proceeds to the City by the Corporation to satisfy its Annual Transfer Obligation shall constitute the transfer of surplus 4B Sales Tax proceeds.

(2) In any year in which the Corporation’s 4B Sales Tax receipts are insufficient to fully satisfy both its Annual Obligations and Annual Transfer Obligation, the Corporation shall transfer to the City on or before February 1 of that year an amount equal to the sum of the Corporation’s 4B Sales Tax less the Corporation’s Annual Obligations, and the amount remaining to be paid in order to satisfy the Corporation’s Annual Transfer Obligation for that year shall carry over into the immediately succeeding year, constituting an Annual Transfer Obligation for that immediately succeeding year, and be paid in addition to any amount due and owing pursuant to this Financing/Use Agreement for that immediately succeeding year until the Total Amount shown in the schedule above has been transferred by the Corporation to the City.

SECTION 3: Limitation on Use of 4B Sales Tax Proceeds. The City and the Corporation expressly recognize and covenant that any 4B Sales Tax proceeds transferred to the City by the Corporation may only be expended to pay appropriate “costs” (as defined in Section 501.152 of the Act) of the Project, or to reimburse the City for the payment of appropriate “costs” of the Project as provided in the Act and applicable law.

SECTION 4: Use of the Project. Until all the Certificates have been fully paid, discharged and retired, the upkeep, operation, and maintenance of the Project will be the responsibility of the City with respect to the operation, upkeep, leasing, and maintenance of the Project; provided,

however, that the Corporation may utilize, or transfer to the City, authorized proceeds of the 4B Sales Tax to maintain and operate the Project, in accordance with the Act.

SECTION 5: Collection and Transfer of Undivided Sales Tax Receipts. The City hereby requires and orders that all remittances of commingled sales and use tax collections belonging to the City and the Corporation in undivided interests (the *Undivided Sales Tax Receipts*) shall be deposited as received, or transmitted by the Comptroller directly, to the depository account of the City held and maintained by the City at its official depository bank (the *Depository Bank*) designated from time to time by the City Council, and the City shall request the Comptroller to transmit such funds by the earliest available and feasible means under the policies of the Comptroller in effect from time to time.

Immediately upon receipt of the Undivided Sales Tax Receipts from the Comptroller, the City Manager, or his designee shall determine the share of the Undivided Sales Tax Receipts belonging to the Corporation, in accordance with the Act. Such person shall in writing certify the determined amount to the Depository Bank, and shall, by facsimile transmission provide a copy of such certification to the Corporation.

Within twenty-four hours, or during the next succeeding business day, whichever is later, after receipt, the Depository Bank, based in reliance upon such certification, shall transfer to the Corporation, in immediately available funds for deposit in the depository bank of the Corporation, the amount of Undivided Sales Tax Receipts so certified by such person constituting the 4B Sales Tax revenues.

The Depository Bank shall not have any responsibility to verify or determine the accuracy of the amounts certified to it from time to time according to this Section.

SECTION 6: Receipt and Transfer of 4B Sales Tax Proceeds. The Corporation agrees, in cooperation with the City, to take such actions as are required to cause the 4B Sales Tax revenues received from the Comptroller for and on behalf of the Corporation to be transferred and deposited immediately upon receipt by the Corporation to the credit of the banking or monetary fund maintained at the depository designated by the Corporation.

SECTION 7: Acceptance of Depository Responsibilities. The City Manager is authorized and directed to develop procedures pursuant to which the requirements of this Financing/Use Agreement are met, including the incorporation of this Financing/Use Agreement by the City into and as part of the bidding procedures by which the City designates and selects its Depository Bank or Banks from time to time.

Each Depository Bank, by its acceptance of its designation as depository of the City, agrees to abide by the terms and provisions of this Financing/Use Agreement.

All reasonable costs, if any, of the Depository Bank associated with the administration of the terms and provisions of this Financing/Use Agreement shall be paid for by the Corporation as an administrative expense and shall be paid by the Corporation upon receipt of statements therefor from the Depository Bank. Such costs, if any, shall never constitute a cost, liability, or obligation of the City.

SECTION 8: Effect of Agreement. The City and the Corporation acknowledge that the Certificates issued under the Ordinance will be purchased in reliance upon timely and diligent compliance with the terms and requirements of this Financing/Use Agreement.

SECTION 9: Amendments and Modifications. This Financing/Use Agreement shall be binding upon the City and the Corporation and their respective successors and legal representatives and shall inure solely to the benefit of the City and Corporation and their successors and legal representatives. Furthermore, no alteration, amendment, or modification of any provision of this Financing/Use Agreement shall be effective unless (i) prior written consent of such alteration, amendment, or modification shall have been obtained from the parties hereto, and (ii) such alteration amendment, or modification is in writing and signed by the parties hereto. The City and the Corporation may amend this Financing/Use Agreement to address the construction or financing of other projects (other than the hereinbefore defined Project) upon compliance with the provisions of the Act and applicable law.

SECTION 10: Entire Agreement. This Financing/Use Agreement contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior agreements and understandings between the parties pertaining to such subject matter.

SECTION 11: Counterparts. This Financing/Use Agreement may be executed in several counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Financing/Use Agreement.

SECTION 12: Severability. If a court of competent jurisdiction determines any provision of this Financing/Use Agreement is invalid or unenforceable, the remainder of this Financing/Use Agreement shall nonetheless remain in full force and effect.

SECTION 13: Applicable Law. This Financing/Use Agreement shall in all respects be governed by, and construed in accordance with, the substantive federal laws of the United States and the laws of the State of Texas.

SECTION 14: Captions. The section headings appearing in this Financing/Use Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Financing/Use Agreement to be effective as of the date and year first above written.

JOSHUA 4B ECONOMIC
DEVELOPMENT CORPORATION

President, Board of Directors

ATTEST:

Secretary, Board of Directors

(CORPORATION SEAL)

CITY OF JOSHUA, TEXAS

Mayor

ATTEST:

City Secretary

(CITY SEAL)

DRAFT

ORDINANCE

AN ORDINANCE AUTHORIZING THE ISSUANCE OF “CITY OF JOSHUA, TEXAS COMBINATION TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2023”; PROVIDING FOR THE PAYMENT OF SAID CERTIFICATES BY THE LEVY OF AN AD VALOREM TAX UPON ALL TAXABLE PROPERTY WITHIN THE CITY AND FURTHER SECURING SAID CERTIFICATES BY A LIEN ON AND PLEDGE OF THE PLEDGED REVENUES OF THE SYSTEM; PROVIDING THE TERMS AND CONDITIONS OF SAID CERTIFICATES AND RESOLVING OTHER MATTERS INCIDENT AND RELATING TO THE ISSUANCE, PAYMENT, SECURITY, SALE, AND DELIVERY OF SAID CERTIFICATES; AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND A PURCHASE AND INVESTMENT LETTER; AUTHORIZING THE EXECUTION OF ANY NECESSARY ENGAGEMENT AGREEMENT WITH THE CITY’S FINANCIAL ADVISORS AND/OR BOND COUNSEL; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Joshua, Texas (the *City*) has caused notice to be given of its intention to issue certificates of obligation in the maximum principal amount of \$1,265,000 as provided pursuant to the provisions of the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code, Section 271.041 through 271.064, for the purpose of paying contractual obligations of the City to be incurred for making permanent public improvements and for other public purposes, to-wit: (1) constructing, acquiring, purchasing, renovating, enlarging, and improving the City’s parks and recreation facilities, (2) the purchase of materials, supplies, equipment, digital signage, machinery, landscaping, land, and rights-of-way for authorized needs and purposes relating to the aforementioned improvements; and (3) payment for professional services relating to the design, construction, project management, and financing of the aforementioned projects. This notice has been posted on the City’s website, if available, and duly published in a newspaper hereby found and determined to be of general circulation in the City, once a week for two (2) consecutive weeks, the date of the first publication of such notice being not less than forty-six (46) days prior to the tentative date stated therein for the passage of the ordinance authorizing the issuance of such certificates of obligation; and

WHEREAS, in accordance with the provisions of Section 271.049, as amended, Texas Government Code, the City confirms that notice of the City’s intention to issue certificates of obligation was approved by resolution at a public meeting and stated (1) the then current principal of all outstanding debt of the City; (2) the then current combined principal and interest required to pay all outstanding debt obligations of the City on time and in full, based on the City’s expectations relative to the interest due on any variable rate debt obligations, as applicable; (3) the maximum principal amount of the certificates of obligation to be authorized; (4) the estimated combined principal and interest required to pay the certificates of obligation in full; (5) the estimated interest rate for the certificates of obligation or that the maximum interest rate for the certificates of

obligation may not exceed the maximum legal interest rate; and (6) the maximum maturity date of the certificates of obligation; and

WHEREAS, no petition protesting the issuance of the certificates of obligation described in this notice, signed by at least 5% of the qualified electors of the City, has been presented to or filed with the City Secretary prior to the date tentatively set in such notice for the passage of this ordinance; and

WHEREAS, the City Council hereby finds and determines that the issuance of the certificates of obligation, under the terms herein specified, is in the best interests of the City and its residents; and

WHEREAS, the City Council hereby finds and determines that certificates of obligation in the principal amount of \$ _____ described in such notice should be issued and sold at this time; now, therefore,

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

SECTION 1. Authorization - Designation - Principal Amount - Purpose. The certificates of obligation of the City shall be and are hereby authorized to be issued in the aggregate principal amount of _____ AND NO/100 DOLLARS (\$ _____), to be designated and bear the title of “CITY OF JOSHUA, TEXAS COMBINATION TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2023” (the *Certificates*), for the purpose of paying contractual obligations of the City to be incurred for making permanent public improvements and for other public purposes, to-wit: (1) constructing, acquiring, purchasing, renovating, enlarging, and improving the City’s parks and recreation facilities, (2) the purchase of materials, supplies, equipment, digital signage, machinery, landscaping, land, and rights-of-way for authorized needs and purposes relating to the aforementioned improvements; and (3) payment for professional services relating to the design, construction, project management, and financing of the aforementioned projects, pursuant to the authority conferred by and in conformity with the laws of the State of Texas, particularly the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code Section 271.041 through Section 271.064, and Chapter 1502, as amended, Texas Government Code.

SECTION 2. Fully Registered Obligations - Authorized Denominations - Stated Maturities - Interest Rates - Certificate Date. The Certificates are issuable in fully registered form only; shall be dated September 15, 2023 (the *Certificate Date*) and shall be issued in denominations of \$5,000 or any integral multiple (within a Stated Maturity) thereof, and the Certificates shall become due and payable on February 1 in each of the years and in principal amounts (the *Stated Maturities*) and bear interest on the unpaid principal amounts from the Closing Date (hereinafter defined), or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, to Stated Maturity, at the per annum rates, while Outstanding, in accordance with the following schedule:

Years of Stated Maturity	Principal Amounts (\$)	Interest Rates (%)
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		

The Certificates shall bear interest on the unpaid principal amounts from the Closing Date (anticipated to occur on October 18, 2023) or from the most recent Interest Payment Date to which interest has been paid or duly provided for, to Stated Maturity, while Outstanding, at the rates per annum shown in the above schedule (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Certificates shall be payable on February 1 and August 1 in each year (each, an *Interest Payment Date*), commencing February 1, 2024 while the Certificates are Outstanding.

SECTION 3. Payment of Certificates - Paying Agent/Registrar. The principal of, premium, if any, and interest on the Certificates, due and payable by reason of Stated Maturity, shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and such payment of principal of, premium, if any, and interest on the Certificates shall be without exchange or collection charges to the Holder (hereinafter defined) of the Certificates.

The selection and appointment of _____, _____, _____ (the *Paying Agent/Registrar*), to serve as the initial Paying Agent/Registrar for the Certificates is hereby approved and confirmed, and the City agrees and covenants to cause to be kept and maintained at the corporate trust office of the Paying Agent/Registrar books and records (the *Security Register*) for the registration, payment and transfer of the Certificates, all as provided herein, in accordance with the terms and provisions of a Paying Agent/Registrar Agreement, attached, in substantially final form, as Exhibit A hereto, and such reasonable rules and regulations as the Paying Agent/Registrar and City may prescribe. The City covenants to maintain and provide a Paying Agent/Registrar at all times while the Certificates are Outstanding, and any successor Paying Agent/Registrar shall be (i) a national or state banking institution or (ii) an association or a corporation organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise trust powers. Such Paying Agent/Registrar shall be subject to supervision or examination by federal or state authority and authorized by law to serve as a Paying Agent/Registrar.

The City reserves the right to appoint a successor Paying Agent/Registrar upon providing the previous Paying Agent/Registrar with a certified copy of a resolution or ordinance terminating such agency. Additionally, the City agrees to promptly cause a written notice of this substitution

to be sent to each Holder of the Certificates by United States mail, first-class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of, premium, if any, and interest on the Certificates, due and payable by reason of Stated Maturity, or otherwise, shall be payable only to the registered owner of the Certificates appearing on the Security Register (the *Holder* or *Holder*s) maintained on behalf of the City by the Paying Agent/Registrar as hereinafter provided (i) on the Record Date (hereinafter defined) for purposes of payment of interest thereon, (ii) on the date of surrender of the Certificates for purposes of receiving payment of principal thereof upon redemption of the Certificates or at the Certificates' Stated Maturity, and (iii) on any other date for any other purpose. The City and the Paying Agent/Registrar, and any agent of either, shall treat the Holder as the owner of a Certificate for purposes of receiving payment and all other purposes whatsoever, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary.

Principal of and premium, if any, on the Certificates shall be payable only upon presentation and surrender of the Certificates to the Paying Agent/Registrar at its corporate trust office. Interest on the Certificates shall be paid to the Holder whose name appears in the Security Register at the close of business on the fifteenth day of the month next preceding an Interest Payment Date for the Certificates (the *Record Date*) and shall be paid (i) by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, by the Paying Agent/Registrar, to the address of the Holder appearing in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested in writing by the Holder at the Holder's risk and expense.

If the date for the payment of the principal of, premium, if any, or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a day. The payment on such date shall have the same force and effect as if made on the original date any such payment on the Certificates was due.

In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a Special Record Date) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the *Special Payment Date* - which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 4. No Redemption. The Certificates are not subject to redemption prior to Stated Maturity.

SECTION 5. Execution - Registration. The Certificates shall be executed on behalf of the City by its Mayor or Mayor Pro Tem under the seal of the City reproduced or impressed thereon and attested by its City Secretary. The signature of either of said officers on the Certificates may

be manual or facsimile. Certificates bearing the manual or facsimile signatures of individuals who were, at the time of the Certificate Date, the proper officers of the City shall bind the City, notwithstanding that such individuals or either of them shall cease to hold such offices prior to the delivery of the Certificates to the Purchasers (hereinafter defined), all as authorized and provided in Chapter 1201, as amended, Texas Government Code.

No Certificate shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Certificate either a certificate of registration substantially in the form provided in Section 8C, executed by the Comptroller of Public Accounts of the State of Texas or his duly authorized agent by manual signature, or a certificate of registration substantially in the form provided in Section 8D, executed by the Paying Agent/Registrar by manual signature, and either such certificate upon any Certificate shall be conclusive evidence, and the only evidence, that such Certificate has been duly certified or registered and delivered.

SECTION 6. Registration - Transfer - Exchange of Certificates - Predecessor Certificates. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of every owner of the Certificates, or if appropriate, the nominee thereof. Any Certificate may, in accordance with its terms and the terms hereof, be transferred or exchanged for Certificates of other authorized denominations upon the Security Register by the Holder, in person or by his duly authorized agent, upon surrender of such Certificate to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender for transfer of any Certificate at the corporate trust office of the Paying Agent/Registrar, the City shall execute and the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Certificates of authorized denomination and having the same Stated Maturity and of a like interest rate and aggregate principal amount as the Certificate or Certificates surrendered for transfer.

At the option of the Holder, Certificates may be exchanged for other Certificates of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Certificates surrendered for exchange upon surrender of the Certificates to be exchanged at the corporate trust office of the Paying Agent/Registrar. Whenever any Certificates are so surrendered for exchange, the City shall execute, and the Paying Agent/Registrar shall register and deliver, the Certificates to the Holder requesting the exchange.

All Certificates issued upon any transfer or exchange of Certificates shall be delivered at the corporate trust office of the Paying Agent/Registrar, or be sent by registered mail to the Holder at his request, risk, and expense, and upon the delivery thereof, the same shall be the valid and binding obligations of the City, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Certificates surrendered upon such transfer or exchange.

All transfers or exchanges of Certificates pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange

of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Certificates cancelled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be Predecessor Certificates, evidencing all or a portion, as the case may be, of the same debt evidenced by the new Certificate or Certificates registered and delivered in the exchange or transfer therefor. Additionally, the term Predecessor Certificates shall include any Certificate registered and delivered pursuant to Section 25 in lieu of a mutilated, lost, destroyed, or stolen Certificate which shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Certificate.

SECTION 7. Initial Certificate. The Certificates herein authorized shall be issued initially either (i) as a single fully registered Certificate in the total principal amount of \$ _____ with principal installments to become due and payable as provided in Section 2 and numbered T-1, or (ii) as one (1) fully registered Certificate for each year of Stated Maturity in the applicable principal amount and denomination and to be numbered consecutively from T-1 and upward (the *Initial Certificate*) and, in either case, the Initial Certificate shall be registered in the name of the Purchasers or the designee thereof. The Initial Certificate shall be the Certificate submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the Purchasers. Any time after the delivery of the Initial Certificate to the Purchasers, the Paying Agent/Registrar, pursuant to written instructions from the Purchasers or their designee, shall cancel the Initial Certificate delivered hereunder and exchange therefor definitive Certificates of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates on the unpaid principal amounts from the Certificate Date, or from the most recent Interest Payment Date to which interest has been paid or duly provided for, to Stated Maturity, and shall be lettered "R" and numbered consecutively from one (1) upward for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the Purchasers, or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 8. Forms.

A. Forms Generally. The Certificates, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Certificates shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends in the event the Certificates, or any Stated Maturities thereof, are insured, and any reproduction of an opinion of Bond Counsel (hereinafter referenced)) thereon as may, consistent herewith, be established by the City or determined by the officers executing the Certificates as evidenced by their execution thereof. Any portion of the text of any Certificate may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Certificate.

The definitive Certificates shall be printed, lithographed, or engraved, produced by any combination of these methods, or produced in any other similar manner, all as determined by the officers executing the Certificates as evidenced by their execution thereof, but the Initial Certificate submitted to the Attorney General of the State of Texas may be typewritten or photocopied or otherwise reproduced.

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B. Form of Definitive Certificate.

REGISTERED
NO. _____

REGISTERED
PRINCIPAL AMOUNT
\$ _____

United States of America
State of Texas
County of Johnson
CITY OF JOSHUA, TEXAS
COMBINATION TAX AND LIMITED PLEDGE REVENUE
CERTIFICATES OF OBLIGATION, SERIES 2023

Certificate Date:
September 15, 2023

Interest Rate:

Stated Maturity:

CUSIP No.

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____

The City of Joshua, Texas (the *City*), a body corporate and municipal corporation in the County of Johnson, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner specified above, or the registered assigns thereof, on the Stated Maturity date specified above, the Principal Amount specified above and to pay interest on the unpaid Principal Amount hereof from the Closing Date, anticipated to occur on or about October 18, 2023 or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for until such Principal Amount has become due and payment thereof has been made or duly provided for, to Stated Maturity, while Outstanding, at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 1 and August 1 in each year (each, an *Interest Payment Date*), commencing February 1, 2024.

Principal and premium, if any, of this Certificate shall be payable to the Registered Owner hereof (the *Holder*), upon presentation and surrender, at the corporate trust office of the Paying Agent/Registrar executing the registration certificate appearing hereon or a successor thereof. Interest shall be payable to the Holder of this Certificate (or one or more Predecessor Certificates, as defined in the Ordinance hereinafter referenced) whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the fifteenth day of the month next preceding each Interest Payment Date. All payments of principal of and interest on this Certificate shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by the Holder hereof at the Holder's risk and expense.

This Certificate is one of the series specified in its title issued in the aggregate principal amount of \$ _____ (the *Certificates*) pursuant to an Ordinance adopted by the governing body of the City (the *Ordinance*), for the purpose of paying contractual obligations of the City to be incurred for making permanent public improvements and for other public purposes, to-wit: (1) constructing, acquiring, purchasing, renovating, enlarging, and improving the City's parks and recreation facilities, (2) the purchase of materials, supplies, equipment, digital signage, machinery, landscaping, land, and rights-of-way for authorized needs and purposes relating to the aforementioned improvements; and (3) payment for professional services relating to the design, construction, project management, and financing of the aforementioned projects, under and in strict conformity with the laws of the State of Texas, the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code, Section 271.041 through 271.064, and Chapter 1502, as amended, Texas Government Code.

As provided in the Ordinance, the Certificates are not subject to redemption prior to Stated Maturity.

The Certificates of this series are payable from the proceeds of an ad valorem tax levied upon all taxable property within the City, within the limitations prescribed by law, and are further payable from and secured by a lien on and pledge of the Pledged Revenues (identified and defined in the Ordinance), being a limited amount of the Net Revenues derived from the operation of the City's combined utility system (the *System*), such lien on and pledge of the limited amount of Net Revenues being subordinate and inferior to the lien on and pledge of such Net Revenues securing payment of any Prior Lien Obligations, Junior Lien Obligations, or Subordinate Lien Obligations hereafter issued by the City. The City has previously authorized the issuance of the currently outstanding Limited Pledge Obligations (identified and defined in the Ordinance) that are payable, in part, from and secured by a lien on and pledge of a limited amount of the Net Revenues of the System in the manner and as described in the ordinances authorizing the issuance of the currently outstanding Limited Pledge Obligations. In the Ordinance, the City reserves and retains the right to issue Prior Lien Obligations, Junior Lien Obligations, Subordinate Lien Obligations, and Additional Limited Pledge Obligations (all as identified and defined in the Ordinance), while the Certificates are Outstanding, without limitation as to principal amount but subject to any terms, conditions or restrictions as may be applicable thereto under law or otherwise.

Reference is hereby made to the Ordinance, a copy of which is on file in the corporate trust office of the Paying Agent/Registrar, and to all of the provisions of which the Holder by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied and the revenues pledged for the payment of the Certificates; the terms and conditions under which the City may issue Prior Lien Obligations, Junior Lien Obligations, Subordinate Lien Obligations, and Additional Limited Pledge Obligations; the terms and conditions relating to the transfer or exchange of the Certificates; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holder; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which this Certificate may be discharged at or prior to the Stated Maturity thereof, and deemed to be no longer Outstanding thereunder; and for the other terms and provisions specified in the Ordinance. Capitalized terms used herein without definition have the same meanings assigned in the Ordinance.

This Certificate, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register upon presentation and surrender at the corporate trust office of the Paying Agent/Registrar, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by the Holder hereof, or his duly authorized agent, and thereupon one or more new fully registered Certificates of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, shall treat the Holder hereof whose name appears on the Security Register (i) on the Record Date as the owner hereof for purposes of receiving payment of interest hereon, (ii) on the date of surrender of this Certificate as the owner hereof for purposes of receiving payment of principal hereof at its Stated Maturity, and (iii) on any other date as the owner hereof for all other purposes, and neither the City nor the Paying Agent/Registrar, or any such agent of either, shall be affected by notice to the contrary. In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a *Special Record Date*) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the *Special Payment Date* - which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, covenanted, and represented that all acts, conditions, and things required to be performed, exist, and be done precedent to or in the issuance of this Certificate in order to render the same a legal, valid, and binding obligation of the City have been performed, exist, and have been done, in regular and due time, form, and manner, as required by the laws of the State of Texas and the Ordinance, and that issuance of the Certificates does not exceed any constitutional or statutory limitation; and that due provision has been made for the payment of the principal of, premium if any, and interest on the Certificates by the levy of a tax and collection of Pledged Revenues as aforestated. In case any provision in this Certificate or any application thereof shall be deemed invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Certificate and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

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IN WITNESS WHEREOF, the City has caused this Certificate to be duly executed under its official seal.

CITY OF JOSHUA, TEXAS

Mayor

ATTEST:

City Secretary

(CITY SEAL)

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C. *Form of Registration Certificate of Comptroller of Public Accounts to Appear on Initial Certificate Only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER OF PUBLIC ACCOUNTS §
§
§ REGISTER NO.
§

I HEREBY CERTIFY that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this

Comptroller of Public Accounts of the State
of Texas

(SEAL)

*NOTE TO PRINTER: Do not print on Definitive Certificates.

D. Form of Certificate of Paying Agent/Registrar to Appear on Definitive Certificates Only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Certificate has been duly issued under the provisions of the within-mentioned Ordinance; the Certificate or Certificates of the above-entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

Registered this date: _____, _____, _____, as
Paying Agent/Registrar

_____ By: _____
Authorized Signature

*NOTE TO PRINTER: Print on Definitive Certificates.

E. Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee): _____ (Social Security or other identifying number): _____ the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular.

Signature guaranteed:

F. Form of Initial Certificate. The Initial Certificate shall be in the form set forth in paragraph B of this Section, except that the form of a single fully registered Initial Certificate shall be modified as follows:

- (i) immediately under the name of the Certificate the headings "Interest Rate and "Stated Maturity shall both be completed "as shown below";
- (ii) the first two paragraphs shall read as follows:

The City of Joshua, Texas (the *City*), a body corporate and municipal corporation in the County of Johnson, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above, or the registered assigns thereof, the Principal Amount specified above stated to mature on the first day of February in each of the years and in principal amounts and bearing interest at per annum rates in accordance with the following schedule:

<u>Years of Stated Maturity</u>	<u>Principal Amounts (\$)</u>	<u>Interest Rates (%)</u>
-------------------------------------	-----------------------------------	-------------------------------

(Information to be inserted from schedule in Section 2 hereof)

and to pay interest on the unpaid Principal Amounts hereof from the Closing Date (anticipated to occur on October 18, 2023) or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for until the Principal Amount has become due and payment thereof has been made or duly provided for, to Stated Maturity, at the per annum rates of interest specified above, computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 1 and August 1 in each year (each, an *Interest Payment Date*), commencing February 1, 2024.

Principal of this Certificate shall be payable to the Registered Owner hereof (the *Holder*), upon its presentation and surrender, to Stated Maturity, while Outstanding, at the corporate trust office of _____, _____, _____, (the *Paying Agent/Registrar*). Interest shall be payable to the Holder of this Certificate whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the fifteenth day of the month next preceding each Interest Payment Date. All payments of principal of and interest on this Certificate shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder hereof.

(The remainder of this page intentionally left blank)

G. Insurance Legend. If bond insurance is obtained by the City or the Purchasers for the Certificates, the Definitive Certificates and the Initial Certificate shall bear an appropriate legend as provided by the bond insurer to appear under the following header:

[BOND INSURANCE] or [STATEMENT OF INSURANCE]

SECTION 9. Definitions. For all purposes of this Ordinance (as defined below), except as otherwise expressly provided or unless the context otherwise requires: (i) the terms defined in this Section have the meanings assigned to them in this Section, and certain terms used in Sections 27 and 44 of this Ordinance have the meanings assigned to them in Sections 27 and 44 of this Ordinance, and all such terms, include the plural as well as the singular; (ii) all references in this Ordinance to designated “Sections” and other subdivisions are to the designated Sections and other subdivisions of this Ordinance as originally adopted; and (iii) the words “herein”, “hereof”, and “hereunder” and other words of similar import refer to this Ordinance as a whole and not to any particular Section or other subdivision.

A. The term *Additional Limited Pledge Obligations* shall mean (i) any bonds, notes, warrants, certificates of obligation or other evidences of indebtedness hereafter issued by the City payable, in part, from a limited pledge of and lien on Net Revenues of the System, being a lien on and pledge of Net Revenues that is subordinate and inferior to the lien thereon and pledge thereof securing the payment of any Prior Lien Obligations, Junior Lien Obligations, or Subordinate Lien Obligations hereafter issued by the City, which pledge of revenues is limited pursuant to Section 1502.052, as amended, Texas Government Code all as further provided in Section 20 of this Ordinance, and (ii) any obligations issued to refund the foregoing as determined by the City Council in accordance with any applicable law.

B. The term *Authorized Officials* shall mean the Mayor, Mayor Pro Tem, City Manager, Finance Director, and/or City Secretary.

C. The term *Certificates* shall mean the \$_____ “CITY OF JOSHUA, TEXAS COMBINATION TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2023” authorized by this Ordinance.

D. The term *Certificate Fund* shall mean the special Fund created and established by the provisions of Section 10 of this Ordinance.

E. The term *City* shall mean the City of Joshua, located in Johnson County, Texas and, where appropriate, the City Council of the City.

F. The term *Closing Date* shall mean the date of physical delivery of the Initial Certificate in exchange for the payment of the agreed purchase price for the Certificates.

G. The term *Collection Date* shall mean, when reference is being made to the levy and collection of annual ad valorem taxes, the date the annual ad valorem taxes levied each year by the City become delinquent.

H. The term *Debt Service Requirements* shall mean, as of any particular date of computation, with respect to any obligations and with respect to any period, the aggregate of the

amounts to be paid or set aside by the City as of such date or in such period for the payment of the principal of, premium, if any, and interest (to the extent not capitalized) on such obligations; assuming, in the case of obligations without a fixed numerical rate, that such obligations bear interest at the maximum rate permitted by the terms thereof and further assuming in the case of obligations required to be redeemed or prepaid as to principal prior to Stated Maturity, the principal amounts thereof will be redeemed prior to Stated Maturity in accordance with the mandatory redemption provisions applicable thereto.

I. The term *Depository* shall mean an official depository bank of the City.

J. The term *Fiscal Year* shall mean the annual financial accounting period for the System now ending on September 30 of each year; provided, however, the City Council may change such annual financial accounting period to end on another date if such change is found and determined to be necessary for accounting purposes or is required by applicable law.

K. The term *Government Securities*, as used herein, shall mean (i) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by, the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, or (iv) any additional securities and obligations hereafter authorized by the laws of the State of Texas as eligible for use to accomplish the discharge of obligations such as the Certificates.

L. The term *Gross Revenues* for any period shall mean all revenue during such period in respect or on account of the operation or ownership of the System, excluding refundable meter deposits, restricted gifts, and grants in aid of construction, but including earnings and income derived from the investment or deposit of money in any special fund or account (except the Certificate Fund) created and established for the payment or security of the Certificates.

M. The term *Holder* or *Holder*s shall mean the registered owner, whose name appears in the Security Register, for any Certificate.

N. The term *Interest Payment Date* shall mean the date interest is payable on the Certificates, being February 1 and August 1 of each year, commencing February 1, 2024, while any of the Certificates remain Outstanding.

O. The term *Junior Lien Obligations* shall mean (i) any bonds, notes, warrants, certificates of obligation or any similar obligations hereafter issued by the City that are payable in whole or in part from and equally and ratably secured by a junior and inferior lien on and pledge of the Net Revenues of the System, such pledge being junior and inferior to the lien on and pledge of the Net Revenues of the System that may be pledged to the payment of any Prior Lien

Obligations hereafter issued by the City, but prior and superior to the lien on and pledge of the Net Revenues of the System that are or will be pledged to the payment of the currently outstanding Limited Pledge Obligations, the Certificates, and any Subordinate Lien Obligations or Additional Limited Pledge Obligations hereafter issued by the City all as further provided in Section 20 of this Ordinance, and (ii) obligations hereafter issued to refund any of the foregoing that are payable from and equally and ratably secured by a junior and inferior lien on and pledge of the Net Revenues as determined by the City Council in accordance with any applicable law.

P. The term *Limited Pledge Obligations* shall mean (i) the Certificates and the outstanding and unpaid obligations of the City that are payable, in part, from and secured by a subordinate and inferior lien on and pledge of a limited amount of the Net Revenues of the System and designated as follows:

(1) “City of Joshua, Texas Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2012”, dated November 1, 2012, in the original principal amount of \$5,000,000;

and (ii) obligations hereafter issued to refund any of the foregoing as determined by the City Council in accordance with any applicable law.

Q. The term *Maintenance and Operating Expenses* shall mean all current expenses of operating and maintaining the System not paid from the proceeds of the Certificates, including (1) the cost of all salaries, labor, materials, repairs, and extensions necessary to render efficient service, but only if, in the case of repairs and extensions, they are, in the judgment of the City Council (reasonably and fairly exercised), necessary to maintain operation of the System and render adequate service to the City and the inhabitants thereof, or are necessary to meet some physical accident or condition which would otherwise impair obligations payable from Net Revenues, (2) payments to pension, retirement, health, hospitalization, and other employee benefit funds for employees of the City engaged in the operation or maintenance of the System, (3) payments under contracts for the purchase of water supply, treatment of sewage, or other materials, goods, or services for the System to the extent authorized by law and the provisions of such contract, (4) payments to auditors, attorneys, and other consultants incurred in complying with the obligations of the City hereunder, and (5) any legal liability of the City arising out of the operation, maintenance, or condition of the System, but excluding any allowance for depreciation, property retirement, depletion, obsolescence, and other items not requiring an outlay of cash and any interest on the Certificates or other bonds, notes, warrants, or similar obligations of the City payable from Net Revenues.

R. The term *Net Revenues* for any period shall mean the Gross Revenues of the System less the Maintenance and Operating Expenses of the System.

S. The term *Ordinance* shall mean this ordinance as finally passed and adopted by the City Council of the City.

T. The term *Outstanding* when used in this Ordinance with respect to the Certificates shall mean, as of the date of determination, all Certificates issued and delivered under this Ordinance, except:

(1) those Certificates cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Certificates for which payment has been duly provided by the City in accordance with the provisions of Section 29 of this Ordinance; and

(3) those Certificates that have been mutilated, destroyed, lost, or stolen and replacement Certificates have been registered and delivered in lieu thereof as provided in Section 25 of this Ordinance.

U. The term *Pledged Revenues* shall mean, while the Certificates remain Outstanding, an amount of Net Revenues not in excess of \$1,000. The Pledged Revenues shall be deposited, allocated, and expended in accordance with Section 10 of this Ordinance.

V. The term *Pledged Revenue Amount* shall mean the total amount, not to exceed \$1,000 while the Certificates are Outstanding, of Net Revenues that may be transferred in whole or in part by the City in any given Fiscal Year (however, any amounts transferred prior to the final maturity date of the Certificates may not exceed the total amount of \$1,000) to the Certificate Fund.

W. The term *Prior Lien Obligations* shall mean (i) any bonds, notes, warrants, certificates of obligation or any similar obligations hereafter issued by the City that are payable in whole or in part from and equally and ratably secured by a first and prior lien on and pledge of the Net Revenues of the System, all as further provided in Section 20 of this Ordinance, and (ii) any obligations hereafter issued to refund the foregoing if issued in a manner so as to be payable from and equally and ratably secured by a first and prior lien on and pledge of the Net Revenues of the System as determined by the City Council in accordance with any applicable law.

X. The term *Purchasers* shall mean the initial purchaser or purchasers of the Certificates named in Section 26 of this Ordinance.

Y. The term *Stated Maturity* shall mean the annual principal payments of the Certificates payable on February 1 of each year the Certificates are Outstanding as set forth in Section 2 of this Ordinance.

Z. The term *Subordinate Lien Obligations* shall mean (i) any bonds, notes, warrants, certificates of obligation, or any similar obligations hereafter issued by the City that are payable in whole or in part from and equally and ratably secured by a lien on and pledge of the Net Revenues of the System, such pledge being subordinate and inferior to the lien on and pledge of the Net Revenues of the System that may be pledged to the payment of any Prior Lien Obligations or Junior Lien Obligations hereafter issued by the City, but prior and superior to the lien on and pledge of the limited amount of the Net Revenues securing, in part, the payment of the currently outstanding Limited Pledge Obligations and the Certificates or any Additional Limited Pledge Obligations hereafter issued by the City, all as further provided in Section 20 of this Ordinance and (ii) any obligations hereafter issued to refund any of the foregoing if issued in a manner so as to be payable from and equally an ratably secured by a subordinate and inferior lien on and pledge of the Net Revenues as determined by the City Council in accordance with any applicable law.

AA. The term *System* shall mean all properties, facilities and plants currently owned, operated, and maintained by the City for the supply, treatment, and transmission of treated potable water, for the collection and treatment of wastewater, together with all future extensions, improvements, replacements and additions thereto, whether situated within or without the limits of the City and the City expressly reserves the right at its sole discretion to include additional utility, telecommunications, technology, or similar enterprise services as components of the System; provided, however, that notwithstanding the foregoing, and to the extent now or hereafter authorized or permitted by law, the term System shall not mean to include facilities of any kind which are declared not to be a part of the System and which are acquired or constructed by or on behalf of the City with the proceeds from the issuance of *Special Facilities Bonds*, which are hereby defined as being special revenue obligations of the City which are not payable from Net Revenues but which are payable from and equally and ratably secured by other liens on and pledges of any revenues, sources or payments, not pledged to the payment of the Limited Pledge Obligations including, but not limited to, special contract revenues or payments received from any other legal entity in connection with such facilities.

SECTION 10. Certificate Fund - Investments. For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption, and retirement of the Certificates, there shall be and is hereby created a special fund to be designated "COMBINATION TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2023, INTEREST AND SINKING FUND" (the *Certificate Fund*), which fund shall be kept and maintained at the Depository, and money deposited in the Certificate Fund shall be used for no other purpose and shall be maintained as provided in Section 27. Authorized Officials of the City are hereby authorized and directed to make withdrawals from the Certificate Fund sufficient to pay the purchase price or the amount of principal of, premium, if any, and interest on the Certificates as the same become due and payable and shall cause to be transferred to the Paying Agent/Registrar from money on deposit in the Certificate Fund an amount sufficient to pay the amount of principal and/or interest stated to mature on the Certificates, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the business day next preceding each interest and principal payment date for the Certificates.

The City, at its sole discretion, may deposit the Pledged Revenue Amount to the Certificate Fund. The Pledged Revenue Amount, if deposited, shall be expended annually to pay principal of and interest on the Certificates as the same become due and payable. This Pledged Revenue Amount shall be accounted for and transferred to the Paying Agent/Registrar in accordance with the provisions of the previous paragraph of this Section.

Pending the transfer of funds to the Paying Agent/Registrar, money deposited in any fund created and established by this Ordinance may, at the option of the City, be placed in time deposits, certificates of deposit, guaranteed investment contracts, or similar contractual agreements, as permitted by the provisions of the Public Funds Investment Act, as amended, Chapter 2256, Texas Government Code, secured (to the extent not insured by the Federal Deposit Insurance Corporation) by obligations of the type hereinafter described, or be invested, as authorized by any law, including investments held in book-entry form, in securities, including, but not limited to, direct obligations of the United States of America, obligations guaranteed or insured by the United States of America, which, in the opinion of the Attorney General of the United States, are backed

by its full faith and credit or represent its general obligations, or invested in indirect obligations of the United States of America, including, but not limited to, evidences of indebtedness issued, insured or guaranteed by such governmental agencies as the Federal Land Banks, Federal Intermediate Credit Banks, Banks for Cooperatives, Federal Home Loan Banks, Government National Mortgage Association, Farmers Home Administration, Federal Home Loan Mortgage Association, Small Business Administration, or Federal Housing Association; provided that all such deposits and investments shall be made in such a manner that the money required to be expended from such fund will be available at the proper time or times. All interest and income derived from deposits and investments in any fund established pursuant to the provisions of this Ordinance shall be credited to, and any losses debited to, such fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Certificates.

SECTION 11. Tax Levy. To provide for the payment of the Debt Service Requirements on the Certificates being (i) the interest on the Certificates and (ii) a sinking fund for their redemption at Stated Maturity or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied for the current year and each succeeding year thereafter while the Certificates or any interest thereon shall remain Outstanding, a sufficient tax, within the limitations prescribed by law, on each one hundred dollars valuation of taxable property in the City, adequate to pay such Debt Service Requirements, full allowance being made for delinquencies and costs of collection; said tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Certificate Fund and are thereafter pledged to the payment of the Certificates. The City Council hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay such Debt Service Requirements, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness and other obligations of the City.

The amount of taxes to be provided annually for the payment of the principal of and interest on the Certificates shall be determined and accomplished in the following manner:

A. Prior to the date the City Council establishes the annual tax rate and passes an ordinance levying ad valorem taxes each year, the City Council shall determine:

- (1) the amount of Debt Service Requirements to become due and payable on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year;
- (2) the amount on deposit in the Certificate Fund after (a) deducting therefrom the total amount of Debt Service Requirements to become due on Certificates prior to the Collection Date for the ad valorem taxes to be levied and (b) adding thereto the amount of the Pledged Revenues, if any, to be appropriated and allocated during such year to pay such Debt Service Requirements, if any, prior to the Collection Date for the ad valorem taxes to be levied; and
- (3) the amount of Pledged Revenues, if any, appropriated and set aside for the payment of the Debt Service Requirements on the Certificates between the Collection Date

for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding Fiscal Year.

B. The amount of taxes to be levied annually each year to pay the Debt Service Requirements on the Certificates shall be the amount established in paragraph (1) above less the sum total of the amounts established in paragraphs (2) and (3), after taking into consideration delinquencies and costs of collecting such annual taxes.

SECTION 12. Pledge of Revenues. The City hereby covenants and agrees that, subject to (i) any prior lien on and pledge of the Net Revenues of the System to the payment and security of any Prior Lien Obligations, Junior Lien Obligations, or Subordinate Lien Obligations hereafter issued by the City and (ii) the lien on and pledge of a limited amount of the Net Revenues to the payment and security of the currently Outstanding Limited Pledge Obligations, the Certificates, and any Additional Limited Pledge Obligations hereafter issued by the City, the Pledged Revenues are hereby irrevocably pledged to the payment of the principal of and interest on the Certificates and the pledge of Pledged Revenues herein made for the payment of the Certificates shall constitute a lien on the Pledged Revenues in accordance with the terms and provisions hereof and be valid and binding without any physical delivery thereof or further act by the City.

SECTION 13. System Fund. The City hereby covenants and agrees that all Gross Revenues derived from the operation of the System shall be kept separate and apart from all other funds, accounts and money of the City and shall be deposited as collected into the "CITY OF JOSHUA, TEXAS UTILITY SYSTEM FUND" (the *System Fund*). All money deposited in the System Fund shall be pledged and appropriated to the extent required for the following purposes and in the order of priority shown:

- First: to the payment of the reasonable and proper Maintenance and Operating Expenses of the System required by statute or ordinances authorizing the issuance of any indebtedness of the City to be a first charge on and claim against the Gross Revenues of the System;
- Second: To the payment of the amounts that must be deposited in the special funds and accounts created and established for the payment, security, and benefit of any Prior Lien Obligations hereafter issued by the City in accordance with the terms and provisions of any ordinance authorizing their issuance;
- Third: To the payment of the amounts that must be deposited in the special funds and accounts created and established for the payment, security, and benefit of any Junior Lien Obligations hereafter issued by the City in accordance with the terms and provisions of any ordinance authorizing their issuance;
- Fourth: To the payment of the amounts that must be deposited in the special funds and accounts created and established for the payment, security, and benefit of any Subordinate Lien Obligations hereafter issued by the City in accordance with the terms and provisions of any ordinance authorizing their issuance; and

- Fifth: To the payment of the amounts that may be deposited in the special funds and accounts established for the payment of the currently Outstanding Limited Pledge Obligations, including the Certificates, and any Additional Limited Pledge Obligations hereafter issued by the City in accordance with the terms and provisions of any ordinances authorizing their issuance.

Any Net Revenues remaining in the System Fund after satisfying the foregoing payments, or making adequate and sufficient provision for the payment, security and benefit thereof, may be appropriated and used for any other City purpose now or hereafter permitted by law.

SECTION 14. Deposits to Certificate Fund – Surplus Certificate Proceeds. The City hereby covenants and agrees to cause to be deposited in the Certificate Fund prior to a principal and interest payment date for the Certificates, from the Pledged Revenues in the System Fund, after the deduction of all payments required to be made to the special funds or accounts created for the payment, security, and benefit of (i) any Prior Lien Obligations, Junior Lien Obligations, or Subordinate Lien Obligations hereafter issued by the City and (ii) the currently Outstanding Limited Pledge Obligations, including the Certificates or any Additional Limited Pledge Obligations hereafter issued by the City, and any amounts budgeted to be paid therefrom in such Fiscal Year.

Accrued interest, if any, received from the Purchasers of the Certificates shall be deposited to the Certificate Fund and ad valorem taxes levied and collected for the benefit of the Certificates shall be deposited to the Certificate Fund. In addition, any surplus proceeds, including investment income therefrom, from the sale of the Certificates not expended for authorized purposes shall be deposited in the Certificate Fund, and such amounts so deposited shall reduce the sums otherwise required to be deposited in said fund from ad valorem taxes.

SECTION 15. Security of Funds. All money on deposit in the funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested as provided herein) shall be secured in the manner and to the fullest extent required by the laws of State of Texas for the security of public funds, and money on deposit in such funds shall be used only for the purposes permitted by this Ordinance.

SECTION 16. Maintenance of System - Insurance. The City covenants and agrees that while the Certificates remain Outstanding it will maintain and operate the System with all possible efficiency and maintain casualty and other insurance (including a system of self-insurance) on the properties of the System and its operations of a kind and in such amounts customarily carried by municipal corporations in the State of Texas engaged in a similar type of business and that it will faithfully and punctually perform all duties with reference to the System required by the laws of the State of Texas. All money received from losses under such insurance policies, other than public liability policies, are held for the benefit of the holders of the Certificates until and unless the proceeds are paid out in making good the loss or damage in respect of which such proceeds are received, either by replacing the property destroyed or repairing the property damaged, and adequate provision for making good such loss or damage must be made within ninety (90) days after the date of loss. The payment of premiums for all insurance policies required under the provisions hereof shall be considered Maintenance and Operating Expenses. Nothing in this Ordinance shall be construed as requiring the City to expend any funds which are derived from

sources other than the operation of the System but nothing herein shall be construed as preventing the City from doing so.

SECTION 17. Rates and Charges. The City hereby covenants and agrees with the Holders of the Certificates that rates and charges for utility services afforded by the System will be established and maintained to provide Gross Revenues sufficient at all times:

A. to pay, together with any other lawfully available funds, all operating, maintenance, depreciation, replacement, betterment, and other costs incurred in the maintenance and operation of the System, including, but not limited to, Maintenance and Operating Expenses; provided, however, that the City expressly reserves the right to utilize other lawfully available funds to pay the Maintenance and Operating Expenses;

B. to produce Net Revenues sufficient, together with any other lawfully available funds, to pay (i) the interest on and principal of any Prior Lien Obligations hereafter issued by the City as the same becomes due and payable and the amounts required to be deposited in any special fund created and established for the payment, security, and benefit thereof; (ii) the interest on and principal of any Junior Lien Obligations hereafter issued by the City as the same becomes due and payable and the amounts required to be deposited in any special fund created and established for the payment, security, and benefit thereof; (iii) the interest on and principal of any Subordinate Lien Obligations hereafter issued by the City as the same becomes due and payable and the amounts required to be deposited in any special fund created and established for the payment, security, and benefit thereof, and (iv) the amounts that may be deposited in the special funds established for the payment of the currently Outstanding Limited Pledge Obligations, the Certificates, or any Additional Limited Pledge Obligations hereafter issued by the City; and

C. to pay other legally incurred indebtedness payable from the Net Revenues of the System and/or secured by a lien on the System or the Net Revenues thereof.

SECTION 18. Records and Accounts - Annual Audit. The City further covenants and agrees that so long as any of the Certificates remain Outstanding it will keep and maintain separate and complete records and accounts pertaining to the operations of the System in which complete and correct entries shall be made of all transactions relating thereto, as provided by Chapter 1502, as amended, Texas Government Code, or other applicable law. The Holders of the Certificates or any duly authorized agent or agents of the Holders shall have the right to inspect the System and all properties comprising the same. The City further agrees that, following the close of each Fiscal Year, it will cause an audit of such books and accounts to be made by an independent firm of certified public accountants. Expenses incurred in making the annual audit of the operations of the System are to be regarded as Maintenance and Operating Expenses.

SECTION 19. Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the City covenants and agrees particularly that in the event the City (a) defaults in the payments to be made to the Certificate Fund, or (b) defaults in the observance or performance of any other of the covenants, conditions, or obligations set forth in this Ordinance, the Holders of any of the Certificates shall be entitled to seek a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing body of the City

and other officers of the City to observe and perform any covenant, condition, or obligation prescribed in this Ordinance.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedies herein provided shall be cumulative of all other existing remedies and the specification of such remedies shall not be deemed to be exclusive.

SECTION 20. Issuance of Prior Lien Obligations, Junior Lien Obligations, Subordinate Lien Obligations, and Additional Limited Pledge Obligations. The City hereby expressly reserves the right to hereafter issue bonds, notes, warrants, certificates of obligation, or similar obligations, payable, wholly or in part, as appropriate, from and secured by a pledge of and lien on the Net Revenues of the System with the following priorities, without limitation as to principal amount, but subject to any terms, conditions, or restrictions applicable thereto under existing ordinances, laws, or otherwise:

A. Prior Lien Obligations payable from and equally and ratably secured by a first and prior lien on and pledge of the Net Revenues of the System;

B. Junior Lien Obligations payable from and equally and ratably secured by a lien on and pledge of the Net Revenues that is junior and inferior to the lien on and pledge thereof securing the payment of any Prior Lien Obligations hereafter issued by the City, but prior and superior to the lien on and pledge of the Net Revenues securing, in part, the payment of the currently Outstanding Limited Pledge Obligations and the Certificates and any Subordinate Lien Obligations or Additional Limited Pledge Obligations hereafter issued by the City;

C. Subordinate Lien Obligations payable from and equally and ratably secured by a lien on and pledge of the Net Revenues that is subordinate and inferior to the lien on and pledge thereof securing the payment of any Prior Lien Obligations or Junior Lien Obligations hereafter issued by the City, but prior and superior to the lien on and pledge of the Net Revenues securing, in part, the payment of the currently Outstanding Limited Pledge Obligations, the Certificates, and any Additional Limited Pledge Obligations hereafter issued by the City; and

D. Additional Limited Pledge Obligations secured by a lien on and pledge of a limited amount of the Net Revenues in accordance with the provisions of the following paragraph.

Prior Lien Obligations, Junior Lien Obligations, or Subordinate Lien Obligations, if issued, may be payable, in whole or in part, from Net Revenues (without impairment of the obligation of contract with the holders of the currently outstanding Limited Pledge Obligations and the Certificates) upon such terms and conditions as the City Council may determine. Additional Limited Pledge Obligations, if issued and payable, in whole or in part, from Pledged Revenues (defined in the same or similar terms as provided in Section 9 of this Ordinance or in the ordinances authorizing the issuance of the currently Outstanding Limited Pledge Obligations), shall not in any event be construed to be payable from the Pledged Revenues authorized by this Ordinance or in the respective ordinances authorizing the issuance of the currently outstanding Limited Pledge Obligations to be budgeted and appropriated for the payment of the Certificates or the respective

ordinances authorizing the issuance of the currently Outstanding Limited Pledge Obligations. However, the lien on and pledge of the limited amount of Net Revenues securing, in part, the payment of the Certificates, the Limited Pledge Obligations, and any Additional Limited Pledge Obligations shall be subordinate and inferior to the pledge of and lien on the Net Revenues securing the payment of any Prior Lien Obligations, Junior Lien Obligations, or Subordinate Lien Obligations hereafter issued by the City.

SECTION 21. Special Covenants. The City hereby further covenants that:

A. it has the lawful power to pledge the Pledged Revenues supporting the Certificates and has lawfully exercised said powers under the laws of the State of Texas, including power existing under Chapter 1502, as amended, Texas Government Code, and the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code, Section 271.041 through Section 271.064;

B. other than for the payment of the currently Outstanding Limited Pledge Obligations and the Certificates, the Net Revenues of the System have not in any manner been pledged to the payment of any debt or obligation of the City or of the System;

C. as long as any Certificates or any interest thereon remain Outstanding, the City will not sell, lease or encumber (except in the manner provided in Section 20 of this Ordinance) the System or any substantial part thereof, provided that this covenant shall not be construed to prohibit the sale of such machinery, or other properties or equipment which has become obsolete or otherwise unsuited to the efficient operation of the System;

D. to the extent that it legally may, the City further covenants and agrees that, so long as any of the Certificates, or any interest thereon, are Outstanding, no franchise shall be granted for the installation or operation of any competing utility systems other than those owned by the City, and the operation of any such systems by anyone other than the City is hereby prohibited; and

E. no free service of the System shall be allowed, and should the City or any of its agents or instrumentalities make use of the services and facilities of the System, payment of the reasonable value thereof shall be made by the City out of funds from sources other than the revenues and income of the System.

SECTION 22. Application of the Covenants and Agreements of any Prior Lien Obligations, Junior Lien Obligations, or Subordinate Lien Obligations. It is the intention of the City Council and accordingly hereby recognized and stipulated that the provisions, agreements, and covenants contained herein bearing upon the management and operations of the System, and the administration and application of Gross Revenues derived from the operation thereof, shall to the extent possible be harmonized with like provisions, agreements, and covenants contained in the ordinances authorizing the issuance of any Prior Lien Obligations, Junior Lien Obligations, or Subordinate Lien Obligations hereafter issued by the City; and to the extent of any irreconcilable conflict between the provisions contained herein and in the ordinances authorizing the issuance of any Prior Lien Obligations, Junior Lien Obligations, or Subordinate Lien Obligations hereafter issued by the City, the provisions, agreements, and covenants contained therein shall prevail to the

extent of such conflict and be applicable to this Ordinance, especially the priority of rights and benefits conferred thereby to the holders of any Prior Lien Obligations, Junior Lien Obligations, or Subordinate Lien Obligations hereafter issued by the City. It is expressly recognized that prior to the issuance of any Prior Lien Obligations, Junior Lien Obligations, Subordinate Lien Obligations, or Additional Limited Pledge Obligations, the City must comply with each of the conditions precedent contained in the respective ordinances authorizing the issuance of the currently Outstanding Limited Pledge Obligations and the Certificates, as appropriate.

SECTION 23. Notices to Holders - Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first-class postage prepaid, to the address of each Holder as it appears in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Holders. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 24. Cancellation. All Certificates surrendered for payment, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Certificates previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Certificates so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Certificates held by the Paying Agent/Registrar shall be destroyed as directed by the City.

SECTION 25. Mutilated, Destroyed, Lost, and Stolen Certificates. If (1) any mutilated Certificate is surrendered to the Paying Agent/Registrar, or the City and the Paying Agent/Registrar receive evidence to their satisfaction of the destruction, loss, or theft of any Certificate, and (2) there is delivered to the City and the Paying Agent/Registrar such security or indemnity as may be required to save each of them harmless, then, in the absence of notice to the City or the Paying Agent/Registrar that such Certificate has been acquired by a bona fide purchaser, the City shall execute and, upon its request, the Paying Agent/Registrar shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Certificate, a new Certificate of the same Stated Maturity and interest rate and of like tenor and principal amount, bearing a number not contemporaneously Outstanding.

In case any such mutilated, destroyed, lost, or stolen Certificate has become or is about to become due and payable, the City in its discretion may, instead of issuing a new Certificate, pay such Certificate.

Upon the issuance of any new Certificate or payment in lieu thereof, under this Section, the City may require payment by the Holder of a sum sufficient to cover any tax or other governmental charge imposed in relation thereto and any other expenses and charges (including attorney’s fees and the fees and expenses of the Paying Agent/Registrar) connected therewith.

Every new Certificate issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Certificate shall constitute a replacement of the prior obligation of the City, whether or not the mutilated, destroyed, lost, or stolen Certificate shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Certificates.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Certificates.

SECTION 26. Sale of the Certificates at Competitive Sale; Approval of Official Statement; Proceeds of Sale. The Certificates authorized by this Ordinance are hereby sold by the City to _____, _____, _____ (the *Purchasers*, having all the rights, benefits, and obligations of a Holder), in accordance with the provisions of a Purchase and Investment Letter (the *Purchase Contract*), dated September 21, 2023 attached hereto as Exhibit B and incorporated hereby by reference as a part of this Ordinance for all purposes. The pricing and terms of the sale of the Certificates are hereby found and determined to be the most advantageous reasonably obtainable by the City. The Initial Certificate shall be registered in the name of _____. The Mayor of the City is hereby authorized and directed to execute the Purchase Contract for and on behalf of the City and as the act and deed of this City Council, and in regard to the approval and execution of the Purchase Contract, the City Council hereby finds, determines and declares that the representations, warranties, and agreements of the City contained in the Purchase Contract are true and correct in all material respects and shall be honored and performed by the City. Delivery of the Certificates to the Purchasers shall occur as soon as practicable after the adoption of this Ordinance, upon payment therefor in accordance with the terms of the Purchase Contract.

Proceeds from the sale of the Certificates shall be applied as follows:

- (1) Accrued interest, if any, received from the Purchasers shall be deposited into the Certificate Fund.
- (2) The City expects to receive a net reoffering premium from the sale of the Certificates of \$_____ which is allocated by the City in the following manner: (1) \$_____ to pay the Purchasers’ compensation, (2) \$_____ shall be deposited into the construction account established in paragraph (3) below, and (3) \$_____ to pay certain costs of issuance of the Certificates.
- (3) The balance of the proceeds derived from the sale of the Certificates (after paying costs of issuance) shall be deposited into the special construction account or accounts created for the projects to be constructed with the proceeds of the Certificates. This special construction account shall be established and maintained at the Depository and shall be invested in accordance with the provisions of Section 10 of this Ordinance. Interest

earned on the proceeds of the Certificates pending completion of construction of the projects financed with such proceeds shall be accounted for, maintained, deposited, and expended as permitted by the provisions of Chapter 1201, as amended, Texas Government Code, or as required by any other applicable law. Thereafter, such amounts shall be expended in accordance with Section 14 of this Ordinance.

SECTION 27. Covenants to Maintain Tax-Exempt Status.

A. Definitions. When used in this Section, the following terms have the following meanings:

Closing Date means the date on which the Certificates are first authenticated and delivered to the initial purchasers against payment therefor.

Code means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

Computation Date has the meaning set forth in Section 1.148-1(b) of the Regulations.

Gross Proceeds means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Certificates.

Investment has the meaning set forth in Section 1.148-1(b) of the Regulations.

Nonpurpose Investment means any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Certificates are invested and which is not acquired to carry out the governmental purposes of the Certificates.

Rebate Amount has the meaning set forth in Section 1.148-1(b) of the Regulations.

Regulations means any proposed, temporary, or final Income Tax Regulations issued pursuant to sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Certificates. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

Yield of

(1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and

(2) the Certificates means the yield as calculated pursuant to Section 1.148-4 of the Regulations.

B. Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Certificate to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Certificate, the City shall comply with each of the specific covenants in this Section.

C. No Private Use or Private Payments. Except to the extent it will not cause the Certificates to become “private activity bonds” within the meaning of section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Certificates:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Certificates, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Certificates or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

D. No Private Loan. Except to the extent it will not cause the Certificates to become “private activity bonds” within the meaning of section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Certificates to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be “loaned” to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

E. Not to Invest at Higher Yield. Except to the extent it will not cause the Certificates to become “arbitrage bonds” within the meaning of section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the

Certificates directly or indirectly invest Gross Proceeds in any Investment, if as a result of such investment the Yield of any Investment acquired with Gross Proceeds, whether then held or previously disposed of, materially exceeds the Yield of the Certificates.

F. Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Certificates to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

G. Information Report. The City shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

H. Rebate of Arbitrage Profits. Except to the extent otherwise provided in section 148(f) of the Code and the Regulations and rulings thereunder or except to the extent the Issuer complies with Subsection J of this Section:

(1) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last Outstanding Certificate is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Certificates with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Certificates until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Certificates by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall pay to the United States out of the Certificate Fund or its general fund, as permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the amount that when added to the future value of previous rebate payments made for the Certificates equals (i) in the case of a Final Computation Date as defined in Section 1.1483(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

I. Not to Divert Arbitrage Profits. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Certificates, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection H of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Certificates not been relevant to either party.

J. No Rebate Required. The City need not comply with the covenants and duties imposed by the provisions of Subsection H of this Section if:

(1) the Issuer is a governmental unit with general taxing powers;

(2) 95% of the Net Proceeds of the Certificates and all income from the investment thereof will be used for the governmental activities of the City;

(3) the aggregate face amount, within the meaning of Section 1.148-8(c)(1) of the Regulations, of all debt obligations (other than private activity bonds) issued or expected to be issued by the Issuer or any subordinate entity in the calendar year in which the Certificates are issued is not reasonably expected to exceed \$5,000,000; and

(4) the City otherwise satisfies the requirements of paragraph (4)(c) of section 148(f) of the Code and Section 1.148-8 of the Regulations and rulings thereunder.

K. Certificates Not Hedge Bonds.

(1) The City reasonably expects to spend at least 85% of the spendable proceeds of the Certificates within three years after such Certificates are issued.

(2) Not more than 50% of the proceeds of the Certificates will be invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of 4 years or more.

L. Elections. The City hereby directs and authorizes any Authorized Official, either individually or any combination of them, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Certificates, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document. Such elections shall be deemed to be made on the Closing Date.

M. Qualified Tax-Exempt Obligations. The City hereby designates the Certificates as qualified tax-exempt obligations for purposes of section 265(b) of the Code. In furtherance of

such designation, the City represents, covenants and warrants the following: (a) during the calendar year in which the Certificates are issued, the City (including any subordinate entities) has not designated nor will designate obligations, which when aggregated with the Certificates, will result in more than \$10,000,000 of “qualified tax-exempt obligations” being issued; (b) the City reasonably anticipates that the amount of tax-exempt obligations issued during the calendar year 2023 by the City (including any subordinate entities) will not exceed \$10,000,000; and the City will take such action or refrain from such action as is necessary in order that the Certificates will not be considered “private activity bonds” within the meaning of section 141 of the Code.

SECTION 28. Control and Custody of Certificates. The Mayor of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas and shall take and have charge and control of the Certificates pending their approval by the Attorney General of the State of Texas, the registration thereof by the Comptroller of Public Accounts of the State of Texas and the delivery of the Certificates to the Purchasers.

Furthermore, any Authorized Official, either individually or any combination of them, are hereby authorized and directed to furnish and execute such documents relating to the City and its financial affairs as may be necessary for the issuance of the Certificates, the approval of the Attorney General of the State of Texas and their registration by the Comptroller of Public Accounts of the State of Texas and, together with the City’s financial advisors, Bond Counsel, and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Certificate to the Purchasers and, when requested in writing by the Purchasers, the initial exchange thereof for definitive Certificates.

SECTION 29. Satisfaction of Obligation of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Certificates, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied and the lien on and pledge of the Pledged Revenues under this Ordinance and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Certificates, or any principal amount(s) thereof, shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Certificates or the principal amount(s) thereof at Stated Maturity, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, and/or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any money deposited therewith, if any, to pay when due the principal of and interest on such Certificates, or the principal amount(s) thereof, on and prior to the Stated Maturity for the Certificates. In the event of a defeasance of the Certificates, the City shall deliver a certificate from its financial advisor, the Paying Agent/Registrar, an independent accounting firm, or another qualified third party concerning the deposit of cash and/or Government Securities to pay, when due, the principal of redemption premium (if any), and interest due on any defeased Certificate. To the extent applicable, if at all, the City covenants that no deposit of money or Government Securities will be

made under this Section and no use made of any such deposit which would cause the Certificates to be treated as arbitrage bonds within the meaning of section 148 of the Code (as defined in Section 27 hereof).

Any money so deposited with the Paying Agent/Registrar, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Certificates, or any principal amount(s) thereof, or interest thereon with respect to which such money has been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Certificates and remaining unclaimed for a period of three (3) years after the Stated Maturity of the Certificates, or applicable redemption date of the Certificates, such money was deposited and is held in trust to pay shall upon the request of the City be remitted to the City against a written receipt therefor, subject to the unclaimed property laws of the State of Texas.

SECTION 30. Printed Opinion. The Purchasers' obligation to accept delivery of the Certificates is subject to their being furnished a final opinion of Bond Counsel approving certain legal matters as to the Certificates, this opinion to be dated and delivered as of the date of initial delivery and payment for such Certificates. Printing of a true and correct copy of this opinion on the reverse side of each of the Certificates, with appropriate certificate pertaining thereto executed by facsimile signature of the City Secretary of the City is hereby approved and authorized.

SECTION 31. CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Certificates shall be of no significance or effect as regards the legality thereof, and neither the City nor Bond Counsel are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Certificates.

SECTION 32. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 33. Ordinance a Contract, Amendments - Outstanding Certificates. The City acknowledges that the covenants and obligations of the City herein contained are a material inducement to the purchase of the Certificates. This Ordinance shall constitute a contract with the Holders from time to time, binding on the City and its successors and assigns, and it shall not be amended or repealed by the City so long as any Certificate remains Outstanding except as permitted in this Section. The City may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the written consent of Holders holding a majority in aggregate principal amount of the Certificates then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Ordinance; provided, however, that, without the consent of all Holders of Outstanding Certificates, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of and interest on the Certificates, reduce the principal amount thereof, the redemption price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Certificates, (2) give any preference to any Certificate over any other Certificate, or (3) reduce the aggregate

principal amount of Certificates required for consent to any such amendment, addition, or rescission.

SECTION 34. Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, Bond Counsel, Paying Agent/Registrar, and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the City, Bond Counsel, Paying Agent/Registrar, and the Holders.

SECTION 35. Inconsistent Provisions. All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters ordained herein.

SECTION 36. Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 37. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 38. Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 39. Incorporation of Preamble Recitals. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the City Council of the City.

SECTION 40. Authorization of Paying Agent/Registrar Agreement. The City Council of the City hereby finds and determines that it is in the best interest of the City to authorize the execution of a Paying Agent/Registrar Agreement concerning the payment, exchange, registration, and transferability of the Certificates. A copy of the Paying Agent/Registrar Agreement is attached hereto, in substantially final form, as Exhibit A and is incorporated by reference to the provisions of this Ordinance.

SECTION 41. Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 42. Unavailability of Authorized Publication. If, because of the temporary or permanent suspension of any newspaper, journal, or other publication, or, for any reason, publication of notice cannot be made meeting any requirements herein established, any notice

required to be published by the provisions of this Ordinance shall be given in such other manner and at such time or times as in the judgment of the City or of the Paying Agent/Registrar shall most effectively approximate such required publication and the giving of such notice in such manner shall for all purposes of this Ordinance be deemed to be in compliance with the requirements for publication thereof.

SECTION 43. No Recourse Against City Officials. No recourse shall be had for the payment of principal of, premium, if any, or interest on any Certificate or for any claim based thereon or on this Ordinance against any official of the City or any person executing any Certificate.

SECTION 44. Continuing Disclosure Undertaking.

A. Definitions.

As used in this Section, the following terms have the meanings ascribed to such terms below:

Rule means SEC Rule 15c2-12, as amended from time to time.

SEC means the United States Securities and Exchange Commission.

The Certificates are being sold pursuant to a private placement with the Purchasers, generally in denominations of \$100,000 or any integral multiple of \$5,000 in excess thereof, to less than thirty-five sophisticated investors, and therefore SEC Rule 15c2-12 is not applicable to the offering of the Certificates. Accordingly, no contract to provide continuing disclosure information after the issuance of the Certificates has been made by the City with investors.

SECTION 45. Book-Entry Only System.

The Certificates shall initially be registered so as to participate in a securities depository system (the *DTC System*) with the Depository Trust Company, New York, New York, or any successor entity thereto (*DTC*), as set forth herein. Each Stated Maturity of the Certificates shall be issued (following cancellation of the Initial Certificates described in Section 7) in the form of a single definitive Certificate. Upon issuance, the ownership of each such Certificate shall be registered in the name of Cede & Co., as the nominee of DTC, and all of the Outstanding Certificates shall be registered in the name of Cede & Co., as the nominee of DTC. The City and the Paying Agent/Registrar are authorized to execute, deliver, and take the actions set forth in such letters to or agreements with DTC as shall be necessary to effectuate the DTC System, including the Letter of Representations attached hereto as Exhibit C (the *Representation Letter*).

With respect to the Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any broker-dealer, bank, or other financial institution for which DTC holds the Certificates from time to time as securities depository (a *Depository Participant*) or to any person on behalf of whom such a Depository Participant holds an interest in the Certificates (an *Indirect Participant*). Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co.,

or any Depository Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any Depository Participant or any other person, other than a registered owner of the Certificates, as shown on the Security Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the delivery to any Depository Participant or any Indirect Participant or any other Person, other than a Holder of a Certificate, of any amount with respect to principal of, premium, if any, or interest on the Certificates. While in the DTC System, no person other than Cede & Co., or any successor thereto, as nominee for DTC, shall receive a bond certificate evidencing the obligation of the City to make payments of principal, premium, if any, and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks or drafts being mailed to the Holder, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

In the event that (a) the City determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (b) the Representation Letter shall be terminated for any reason, or (c) DTC or the City determines that it is in the best interest of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the City shall notify the Paying Agent/Registrar, DTC, and the Depository Participants of the availability within a reasonable period of time through DTC of bond certificates, and the Certificates shall no longer be restricted to being registered in the name of Cede & Co., as nominee of DTC. At that time, the City may determine that the Certificates shall be registered in the name of and deposited with a successor depository operating a securities depository system, as may be acceptable to the City, or such depository's agent or designee, and if the City and the Paying Agent/Registrar do not select such alternate securities depository system then the Certificates may be registered in whatever name or names the Holders of Certificates transferring or exchanging the Certificates shall designate, in accordance with the provisions hereof.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificate is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the manner provided in the Representation Letter.

SECTION 46. Further Procedures. The officers and employees of the City are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the initial sale and delivery of the Certificates, the Official Bid Form, the Paying Agent/Registrar Agreement, and the Official Statement. In addition, prior to the initial delivery of the Certificates, any Authorized Official and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance and as described in the Official Statement necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance, (ii) obtain a rating from any of the national bond rating agencies, or (iii) obtain the approval of the Certificates by the Texas Attorney General's office. In case any

officer of the City whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 47. Contract with Financial Advisor and/or Bond Counsel. The City Council authorizes any Authorized Official, or their designees, to take all actions necessary to execute any necessary financial advisory contracts with SAMCO Capital Markets, Inc., as the financial advisor to the City (the *Financial Advisor*). The City understands that under applicable federal securities laws and regulations that the City must have a contractual arrangement with its Financial Advisor relating to the sale, issuance, and delivery of the Certificates. In addition, the City Council also authorizes any Authorized Official, or their designees, to take all actions necessary to execute any necessary engagement agreement with Bond Counsel to the City.

SECTION 48. Accounting Reports. The City shall provide annually to the Purchasers, for so long as they are the holder of the Certificates, within 270 days after the end of each fiscal year ending in or after 2023, financial information and operating data with respect to the City; provided that such financial statements so to be provided shall be (1) prepared in accordance with the generally accepted accounting principles, or such other accounting principles as the City may be required to employ from time to time pursuant to Texas law or regulations, and (2) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall provide (1) unaudited financial statements for the applicable fiscal year within 270 days after the end of such fiscal year, and (2) audited financial statements for the applicable fiscal year to the Purchasers when and if the audit report on such statements become available.

SECTION 49. City’s Consent to Provide Information and Documentation to the Texas MAC. The Municipal Advisory Council of Texas (the *Texas MAC*), a non-profit membership corporation organized exclusively for non-profit purposes described in section 501(c)(6) of the Internal Revenue Code and which serves as a comprehensive financial information repository regarding municipal debt issuers in Texas, requires provision of written documentation regarding the issuance of municipal debt by the issuers thereof. In support of the purpose of the Texas MAC and in compliance with applicable law, the City hereby consents to and authorizes any Authorized Official, Bond Counsel to the City, and/or Financial Advisor to the City to provide to the Texas MAC information and documentation requested by the Texas MAC relating to the Certificates; provided, however, that no such information and documentation shall be provided prior to the Closing Date. This consent and authorization relates only to information and documentation that is a part of the public record concerning the issuance of the Certificates.

SECTION 50. Effective Date. Pursuant to the provisions of Section 1201.028, as amended, Texas Government Code, this Ordinance shall be effective immediately upon adoption, notwithstanding any provision in the City’s Home Rule Charter to the contrary concerning a multiple reading requirement for the adoption of ordinances.

(The remainder of this page intentionally left blank)

PASSED, APPROVED, AND ADOPTED on the 21st day of September, 2023.

CITY OF JOSHUA, TEXAS

Mayor

ATTEST:

City Secretary

(CITY SEAL)

INDEX TO EXHIBITS

Exhibit A.....Paying Agent/Registrar Agreement

Exhibit B.....Purchase Contract

Exhibit C.....DTC Letter of Representations

EXHIBIT A
PAYING AGENT/REGISTRAR AGREEMENT

See Tab No. ____

EXHIBIT B
PURCHASE CONTRACT

See Tab No. ____

EXHIBIT C

DTC LETTER OF REPRESENTATIONS

See Tab No. ____

THE STATE OF TEXAS §

KNOW ALL BY THESE PRESENTS

COUNTY OF JOHNSON §

AMENDMENT TO
COMMUNICATIONS SYSTEM AGREEMENT
EFFECTIVE OCTOBER 1, 2023

This Amendment to Communications System Agreement Effective October 1, 2023 (the "Amendment") is made and entered into by and between Johnson County, Texas, a political subdivision of the State of Texas ("County") acting herein by and through its duly authorized Commissioners Court, and the City of Joshua ("USER"), a municipal corporation, acting herein by and through its duly authorized City Council, individually referred to as a "Party," collectively referred to herein as the "Parties" and is an amendment to the Communications System Agreement (the "Agreement") between County and User currently in effect. The term County shall include all employees, directors, officials, agents, and authorized representatives of County. The term USER shall include all employees, directors, officials, agents, and authorized representatives of USER.

WHEREAS, Paragraph 14, Applicable Fees, of Exhibit A to the Agreement provides that effective October 1 of each year as long as the Agreement is in effect, USER shall pay the County an Annual Subscriber Unit Fee in a specific amount per month, per subscriber radio, payable in advance on an annual basis for all active radio IDs issued to USER at the time of the annual billing. Invoicing will occur when new Radio IDs are issued on a pro-rata basis, and thereafter, at the beginning of each County fiscal year (which is October 1). Further, at the beginning of each fiscal year of the Agreement, the County may increase the Annual Subscriber Unit Fee to offset any actual increased costs incurred by the County in the operation and maintenance of the System. There will be no refunds or credits for radios removed from service during the fiscal year; and

WHEREAS, County has determined that the Annual Subscriber Unit Fee needs to be increased to offset increases by County in the operation and management of the System.

NOW THEREFORE, COUNTY AND USER agree as follows:

1. Effective October 1, 2023 USER shall pay the County an Annual Subscriber Unit Fee in the amount of \$27.89 per month, per subscriber radio, payable in advance on an annual basis for all active radio IDs issued to USER at the time of the annual billing.
2. The person signing this agreement hereby warrants that he/she has the legal authority to execute this Amendment on behalf of the respective Party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other Party is fully entitled to rely on this warranty and representation in entering into this Amendment.
3. This Amendment shall in no way affect or modify any other terms and conditions of the aforementioned Agreement.

EXECUTED IN MULTIPLE ORIGINALS as of the dates below.

COUNTY:

By: _____
Christopher Boedeker, County Judge

Date: _____

Attest:

April Long, County Clerk

Date: _____

USER:

By: _____
Printed Name: _____
Title: _____

Date: _____

Attest:

By: _____
Printed Name: _____
City Secretary

Date: _____



**Consent Agenda
September 21, 2023**

Action Item

Agenda Description:

Discuss, consider, and possible action on Amendment to Communications System Agreement

Background Information:

Yearly agreement between City of Joshua and Johnson County for the use and maintenance of police radio communications

Financial Information:

Cost for FY 2024 is \$9,705.72 (Increase of \$1,284.12)

Cost for FY 2023 was \$8,421.60

City Contact and Recommendations:

David Gelsthorpe, Chief of Police

Recommend approval of agreement

Attachments:

Amendment to Communications System Agreement



STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

**INTERLOCAL COOPERATION AGREEMENT
FOR HOUSING CITY’S FIRE DEPARTMENT MARSHAL’S CLASS C
MISDEMEANOR PRISONERS FOR BUDGET YEAR 2023-2024**

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

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

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

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

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

**SECTION 1.
FACILITIES**

1.1 **In General.** County represents and warrants that the facilities provided for detention

of City prisoners meet the requirements of the Texas Commission on Jail Standards, and other applicable State and Federal law.

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

**SECTION 2.
GENERAL DUTIES OF COUNTY**

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

**SECTION 3.
MEDICAL SERVICES**

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

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

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

for all prisoners sought to be transferred to the County's facility under this agreement, including information regarding any special medication, diet or exercise regimen applicable to each prisoner.

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

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

**SECTION 5.
AVAILABLE JAIL SPACE**

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

violation of the constitutional rights of the prisoners housed at the facility.

**SECTION 6.
PAYMENTS**

6.1 **Per-day Rate.** The per-day rate for detention services under this Agreement is **\$69.94** per prisoner per day. A day shall constitute any time during a twenty-four (24) hour period. A portion of any day shall count as a day under this Agreement, except that the City may not be billed for two days when a prisoner is admitted after 6:00 p.m. and removed the following morning before 12:00 noon. In that situation, the County will bill for the day of arrival, but not for the day of departure. A day shall constitute any time during a twenty-four hour (24) period.

6.2 **Billing Procedure.** County shall submit an itemized invoice for the services provided each month to the City. Invoices will be submitted to the following by mail, facsimile transmission, or personal hand-delivery.

_____ Fire Department
 Name of City

_____ Street Address or P. O. Box

_____ City, State and Zip Code

_____ Fax Number

_____ Email Address

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

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

Amounts which are not timely paid in accordance with the above procedure shall bear interest at the lesser of the annual percentage rate of ten percent (10%) or the maximum legal rate applicable thereto which shall be a contractual obligation of the City under this Agreement.

**SECTION 7.
TERM**

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

**SECTION 8.
PRISONER SENTENCES**

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

SECTION 9.

CONFINEMENT PROCEDURES

- 9.1 **County Responsibilities.** The County shall notify the City's Municipal Court by facsimile once every 24 hours of all City prisoners in custody. This shall be done either by sending copies of arrest reports or a list of prisoner names, date of birth, and charges. County shall be solely in charge of all control, techniques, sequences, procedures, means, and the coordination of all work performed under the terms and conditions of this Agreement in regard to the holding and incarceration of all properly delivered prisoners. The County shall insure, dedicate and devote the full time and attention of those employees necessary for the proper execution and completion of the duties and obligation of County stated in this agreement, and give all attention necessary for such proper supervision and direction. County will process all City prisoners through its identification procedures, and may, at its option, fingerprint and photograph all City prisoners booked into the County facility.
- 9.2 **City Responsibilities.** City agrees to bring with each prisoner delivered to the County facility all packets, jail cards, classification data and other information in the possession of City regarding each prisoner, and has the duty to advise County of any known dangerous propensities of each prisoner delivered to County.

SECTION 10. **LIAISON OFFICERS**

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

"Liaison Officer" for City with and between County and City and its Fire Department Marshal Office to ensure the performance of all duties and obligations of City herein stated, and shall devote sufficient time and attention to the execution of said duties on behalf of City in full compliance with the terms and conditions of this agreement, and shall provide immediate and direct supervision of the City Fire Department Marshal Office employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms, and conditions of this Agreement for the mutual benefit of City and County.

**SECTION 11.
LIABILITY**

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

servants, agents, and/or representatives of County.

**SECTION 12.
NOTICE**

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

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

Name

Street Address or P. O. Box

City, State and Zip Code

Fax Number

Email Address

With a copy to:

Name

Street Address or P. O. Box

City, State and Zip Code

Fax Number

Email Address

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

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

With copies to:

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

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

SECTION 13. TERMINATION

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

SECTION 14. MISCELLANEOUS PROVISIONS

- 14.1** **Amendments.** This Agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties approved by the County Commissioners Court and the City Council.

- 14.2 **Prior Agreements.** This Agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.
- 14.3 **Choice of Law and Venue.** The law which shall govern this Agreement is the law of the State of Texas. All consideration to be paid and matters to be performed under this Agreement are payable and to be performed in Cleburne, Johnson County, Texas, and venue of any dispute or matter arising under this Agreement shall lie in the District Court of Johnson County, Texas.
- 14.4 **Approvals.** The City Council of the City and the Commissioners Court of Johnson County in accordance with the Interlocal Cooperation Act must approve this Agreement.
- 14.5 **Funding Source.** In accordance with the Interlocal Cooperation Act, all amounts due under the Agreement are to be paid from current revenues of City. The signature of the City Manager or Mayor below certifies that there are sufficient funds from the current revenues available to the City to meet its obligations under this Agreement.
- 14.6 **Heading.** Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 14.7 **Binding Nature of Agreement.** This Agreement is contractual and is binding upon the parties hereto and their successors, assigns and representatives.
- 14.8 **Severability.** In the event that any portion this Agreement shall be found to be contrary to law it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.
- 14.9 **Authority.** The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

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

CITY

Signature

Date: _____

Printed Name
City Manager or Mayor

Attest:

Signature

Date: _____

Printed Name
City Secretary

JOHNSON COUNTY

Christopher Boedeker, County Judge

Date: _____

Adam King, Sheriff

Date: _____

Attest:

April Long, County Clerk

Date: _____



**City Council Agenda
September 21, 2023**

Minutes Resolution

Action Item

Agenda Description:

This agreement will provide for the housing of any Class-C misdemeanor violators who are placed under arrest, in lieu of citation. The Sherrif’s Office is already required to provide housing for higher violation prisoners. It is expected that this agreement will rarely if ever be utilized.

Background Information:

The Texas Commission on Law Enforcement requires that provision for housing Class-C violators be maintained as a condition of the department’s TCOLE licensing.

Financial Information:

No expenses unless the jail is utilized. There is no change from the 2022-23 per day rate of \$69.94.

City Contact and Recommendations:

Thomas Griffith, Fire Chief
Staff recommends approval of the agreement.

Attachments:

2023-2024 Interlocal Agreement



**CONTRACT FOR PROVIDING FIRE
EXTINGUISHMENT AND EMERGENCY SERVICES
WITH A MUNICIPALITY**

**THE STATE OF TEXAS §
 §
COUNTY OF JOHNSON §**

This **CONTRACT FOR PROVIDING FIRE EXTINGUISHMENT AND OTHER EMERGENCY SERVICES** hereinafter called Contract, effective as of the 1st day of October, 2023 by and between **JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1**, hereinafter referred to as “DISTRICT”, a political subdivision of the State of Texas organized and operating pursuant to the provisions of Section 48-e, Article III of the Texas Constitution and Chapter 775, Texas Health and Safety Code, hereinafter called the “Act”, and the **CITY OF JOSHUA**, hereinafter called “Department”, duly organized and operating under the laws of the State of Texas;

Witnesseth:

WHEREAS, the DISTRICT is a duly organized emergency services district and a political subdivision of the State of Texas created for the protection of life and property and to provide emergency services, with the full authority to carry out the objects of its creation, and to that end is authorized to enter into and perform any and all necessary contracts;

WHEREAS, pursuant to Section 775.031 of the Act, the DISTRICT has the authority to enter into contracts with others, whereby fire fighting facilities and fire extinguishment and emergency services may be available to the DISTRICT, upon such terms as the governing body of the DISTRICT shall determine;

WHEREAS, the DISTRICT desires to secure fire extinguishment and emergency services for a specified area of Johnson County, Texas, hereinafter referred to as Service Area, to preserve the property located within the DISTRICT, and to preserve and to protect the public health, safety and welfare of the citizens within the DISTRICT;

WHEREAS, the DISTRICT has determined that it is in the best interests of the residents and property owners of the DISTRICT to enter into a contract for fire extinguishment and other emergency services with the DEPARTMENT which is capable of providing same at levels acceptable to the DISTRICT;

WHEREAS, the DEPARTMENT currently provides for extinguishment and emergency services and is willing to furnish such facilities and provide such services to the Service Area for the consideration hereinafter provided; and

WHEREAS, the DEPARTMENT represents and warrants that it is in full compliance with any and all DISTRICT policies, and local, federal, and state law applicable to its operations and existence as a political subdivision and an emergency service organization in the State of Texas and any other applicable law related to it:

NOW THEREFORE, for and in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree with the others as follows:

ARTICLE I **DEFINITIONS**

Section 1.01 Findings of Fact – The DISTRICT and DEPARTMENT find that the facts and statements set forth in the preamble to this Contract are true and correct for all purposes.

Section 1.02 Definitions – The following terms shall have the respective meaning assigned to them in this **Article I** wherever they are used in this Contract.

ACT – Chapter 775, Texas Health and Safety Code, Section, as amended.

AUTOMATIC AID - Refers to pre-arranged outside assistance that responds on the first alarm to certain incidents that require minimum resources such as building fires. There is no special request for aid as it is automatic.

BREACH OF CONTRACT – Shall mean an act or circumstance by either party to this contract, which violates or results in the non-compliance with this Contract or any provision herein.

CONTRACT – This Contract and any and all amendments or supplements hereto.

CURRENT DISTRICT POLICIES – District policies in effect on the date the contract is signed by both parties, or current policies recommended by the Policy Development Committee of the DISTRICT.

DEPARTMENT –**THE FIRE DEPARTMENT** of the **CITY OF JOSHUA** is duly organized and existing under the laws of the United States and the State of Texas, and in full compliance at all times with same.

DISTRICT – JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1, A political subdivision of the State of Texas created and operating pursuant to Section 48-e of Article III of the Texas Constitution and the Act.

EMERGENCY – A circumstance of urgent necessity requiring the immediate action of a party in order to protect health, safety and welfare or property of the general public and commercial interests within the Service Area and outside or subject to mutual aid upon call of another municipality, fire department, emergency medical service or 911 network.

EMERGENCY SERVICES – As a minimum, those activities which are required for and related to the control and extinguishment of fires; and to those activities required for and related to providing service as a “First Responder Organization” as defined by Chapter 773, Texas Health and Safety Code or other applicable law, rule or regulation; other requests for assistance as dispatched by the DISTRICT from time-to-time, or standing by at a designated location, or on apparatus, or nearby in a state of readiness to perform these activities. This shall **not** be construed to in any way limit the ability of the DEPARTMENT to provide specialized services in addition to those required above.

FACILITIES – The fire fighting facilities and emergency equipment reasonably required to provide the fire extinguishment and emergency services to be rendered by the DEPARTMENT pursuant to this Contract.

MUTUAL AID - Generally referred to as an agreement between two or more departments to respond to formal requests for assistance under specific conditions. An on scene or responding primary department calls for assistance that has not been pre-arranged to be automatically dispatched on the initial assignment.

SERVICE AREA - The geographic boundaries of the DEPARTMENT as assigned by the DISTRICT and as such boundaries exist at present or may hereafter be amended. Compensation may be adjusted accordingly for any amended boundaries with negotiations between the DEPARTMENT and the DISTRICT to be based on the current formula. For purpose of reference, the current boundaries of the DEPARTMENT are described in Appendix “A,” attached hereto and incorporated herein for all purposes. The DISTRICT shall provide an up-to-date map of the DISTRICT and the DEPARTMENT’S Service Area with individual boxes to allow expedited response to emergencies.

Section 1.03 Construction of Terms. If appropriate, in this Contract, words of the singular number shall be considered to include plural, words of the plural shall be considered to include the singular, and words of the masculine, feminine, and neutral gender shall be considered to include other genders.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.01 District's Representations – The DISTRICT represents that:

1. The DISTRICT is a duly constituted political subdivision of the State of Texas created and operating pursuant to Section 48-e of Article III of the Texas Constitution and the Act and has the authority to enter into this Contract and the transactions contemplated hereby and to carry out its obligations hereunder.
2. The DISTRICT is not in default under or in violation of the Constitution and/or laws of the State of Texas relevant to the consummation of the transactions contemplated by this contract and has authorized the execution and delivery of this Contract.

Section 2.02 Department's Representation and Warranties – The DEPARTMENT hereby makes the following representations and warranties as the basis for the undertakings on the part of the DEPARTMENT herein contained:

1. The DEPARTMENT, through the City, is validly existing and in good standing, and shall at all times remain so during the term of this Contract.
2. The DEPARTMENT, through the City, has full power and authority to execute and deliver this Contract and has, by proper action, duly authorized the execution and delivery of this Contract.
3. Neither the execution nor delivery of this Contract, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the terms or conditions of this Contract conflicts with or results in a breach of terms, conditions or provisions of any restriction or any agreement or instrument to which the DEPARTMENT is now a party or by which it is bound, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever on any property or assets of the DEPARTMENT.
4. The DEPARTMENT shall provide the EMERGENCY SERVICES called for by this Contract, including, but not limited to, the fighting and extinguishment of fire and the provision of other emergency services to the Service Area, including, but not limited to, First Responder Emergency Medical Services. The Contract also recognizes the DEPARTMENT'S ability to provide and receive Mutual Aid, Automatic Aid, or other aid to/or from other emergency service organizations as deemed necessary by the DEPARTMENT or DISTRICT. The DISTRICT reserves the right to be informed of any mutual, automatic, or other aid agreements between the DEPARTMENT and agencies outside the DISTRICT contractors. EMERGENCY SERVICES shall be provided by the DEPARTMENT. The DEPARTMENT shall be required to respond to a minimum of 80% of the calls for assistance that it is dispatched

to. A response shall be defined as notification made to dispatch by the department via radio, that personnel are enroute to the emergency with the appropriate equipment and apparatus within twelve minutes of “tone-out”. If during any one-month time period, the DEPARTMENT is unable to respond to more than 20% of the calls for assistance in their jurisdiction, the DISTRICT shall review the response information; meet with the DEPARTMENT Fire Chief or representative and make recommendations to improve response capabilities. Beginning with the second month and for each additional month that the DEPARTMENT fails to respond to more than 20% of the calls for assistance in their jurisdiction, the DEPARTMENT’s monthly payment amount shall be divided by the total number of calls dispatched for that month and payment made to the department(s) that were the primary responder on each call. Failure to meet the minimum response requirements for three (3) months of the contract period may result in termination of the Contract.

5. The DEPARTMENT warrants and represents that it shall comply faithfully with all provisions of the Act and all other local, state, or federal laws, rules, or regulations applicable to the DEPARTMENT and its duties under this Contract, and further shall, throughout the term of this Contract, be in compliance with all properly adopted DEPARTMENT and DISTRICT policies currently in effect.
6. The DEPARTMENT shall participate in a recognized Training Program that is substantially equal to the Texas Commission on Fire Protection and or State Fireman’s and Fire Marshal’s Association testing and skills verifications.
7. The DEPARTMENT shall ensure that personnel have the following minimum training.

All personnel entering into IDLH atmosphere must have Live Fire Prerequisites (or equivalent) Certification or greater, SCBA Part B and Live Burn Class taught by ESD personnel, personnel certified by the ESD, or other certified TCFP training facility; Personnel that already have NFPA FF 1 certifications or greater are not required to attend the SCBA Part B and Live Burn class taught by the ESD but it is recommended.

8. The DEPARTMENT shall ensure that personnel responding to Emergency Medical calls have the following Certifications/License

Shall have current State and or National registry certifications for

ECA/EMR or EMT or EMT-Advanced or EMT-Paramedic or EMT-Licensed EMT-Paramedic

Shall have current CPR certification.

Shall have completed and passed current Medical Protocol Test and Skills Proficiency Test.

Proctors for testing shall be authorized by Medical Director.

All members shall adhere to the current DISTRICT Medical Director’s emergency medical protocols.

*All personnel at the scene of an incident who are not qualified under part 7 above (ride-outs, observers, cadets, etc.) and Probationary Firefighters shall be clearly identified with distinctive, vests, helmets, or other methods

9. The DEPARTMENT warrants that the Fire Chief and Assistant Chief have the following certifications:

Head of Department (TCFP) or
Firefighter I Certification (TCFP or SFFMA) and
ICS – 100
IS – 700

10. The DEPARTMENT shall insure that at least 90% of all personnel participating in emergency operations have completed a minimum of 20 hours of training approved by the ESD, SFFMA, or a State, or Federal agency, for the previous 12-month period beginning August 1 of the previous contract year and ending July 31st of the contract year.

Section 2.03 Joint Representations – No member of the DISTRICT or DEPARTMENT has any significant or conflicting interests, financial, employment or otherwise in the transactions contemplated hereby, other than as a resident or property owner of the DISTRICT, which has not been brought to the attention of all parties concerned. No member of the DEPARTMENT shall be an interested party or a party which benefits from any conduct of business by the DEPARTMENT or the DISTRICT which would present a conflict under the Texas nepotism laws or other state laws regarding competitive bidding or conflicts of interests. Should any member of the DEPARTMENT or any other responsible person believe a party or person governed by the Contract is violating this provision; the person with such belief shall have a right to require that the matter be discussed with the opposing party at an open meeting of the DISTRICT.

ARTICLE III
SERVICES TO BE PROVIDED

Section 3.01 General – During the term of this Contract, the DEPARTMENT agrees to provide Emergency Services to the Service Area on a 24 hour per day basis seven days a week.

Section 3.02 Non-Exclusive Agreement – The DEPARTMENT hereby acknowledges and agrees that its primary responsibilities are to its assigned Service Area. However, in order to ensure to the greatest extent practical that there will be sufficient facilities and emergency resources available to the DISTRICT, the parties acknowledge that the DEPARTMENT may enter into Mutual Aid Agreements or other agreements with other non-DISTRICT emergency services organizations, fire departments, or municipalities in

the area for provision of Emergency Services. The DISTRICT may also make agreements for service with other agencies or directly provide DISTRICT resources for the provision of emergency services in the Service Area.

Section 3.03 Approvals and Permits – The DEPARTMENT agrees to obtain all necessary licenses, permits, certifications and approvals, as the case may be, that are necessary from any governmental bodies or agencies having jurisdiction in connection therewith for the provision of Emergency Services to the Service Area as called for by this Contract or otherwise required by law. It is the DEPARTMENT'S sole responsibility to renew and maintain its status as a "First Responder Organization" as defined by Chapter 773, Texas Health and Safety Code. The DEPARTMENT'S failure to obtain and/or maintain said licenses will result in withholding of all payments by the DISTRICT to the DEPARTMENT until the problem is corrected as certified by the DISTRICT, or the DISTRICT may, at its sole discretion, terminate this Contract.

Section 3.04 Maintenance and Operation – The parties hereto agree that during the term of this Contract, the DISTRICT shall have **no** responsibility or liabilities whatsoever for operating, maintaining, repairing and ensuring any facilities by which Emergency Services are provided by the DEPARTMENT. Such responsibilities belong **solely** to the DEPARTMENT.

Section 3.05 Compliance with Governmental Requirements – The DEPARTMENT shall at all times conduct its activities in accordance with all current applicable statutes, laws, rules, and regulations and shall further obtain and maintain all permits, consents and certificates that are required by any governmental body or other entity with jurisdiction over the DEPARTMENT.

Section 3.06 Liaison – The City Manager or his/her duly authorized Fire representative, shall be the liaison with the DISTRICT.

Section 3.07 Independent Contractors: Personnel of Department – Notwithstanding anything in this Contract which may be construed to the contrary, the DEPARTMENT and all of its personnel, employees, members, volunteers or agents shall at all times be independent contractors and not employees, volunteers, members, agents, or representatives of the DISTRICT. The DEPARTMENT and its personnel shall at all times have the right to control the details of their work. By entering into this Contract, the DISTRICT and DEPARTMENT do not waive, nor shall it be deemed to waive, any rights, defenses or immunities either may have under any applicable federal or state statute, law, rule or regulation. Specifically citing Texas Government Code Section 791.006 (a-1), the parties agree that, for purposes of determining civil liability for non-party claims, the act of any person or persons while fighting fires, providing rescue services, providing first response EMS services, traveling to or from any type of emergency call or emergency scene, or in any manner furnishing services in accordance with this Contract, shall be the act of the party performing such act. The payment of any and all civil or other liability, including negligence, resulting from the furnishing of services under this Contract is the responsibility of the individual party performing such acts. This shall specifically include, but not be limited to, the payment of court costs, expenses, and attorneys' fees resulting from any such claim or lawsuit.

The parties agree that the assignment of liability described in this Contract is intended to be different than liability otherwise assigned under Section 791.006 (a) of the Texas Government Code.

Section 3.08 Automatic Aid – The DEPARTMENT agrees to respond to emergency incidents in other jurisdictions as dispatched to ensure that essential personnel and/or equipment shall be available. The DEPARTMENT further agrees to receive aid from other jurisdictions to ensure that adequate personnel and resources respond quickly to emergencies.

Section 3.09 ISO Rating – In order to accomplish a County-wide ISO rating improvement, the DEPARTMENT agrees that all of its apparatus are equipped in accordance with the latest adopted version of NFPA 1901 and shall have in place a program to annually:

- Test its full complement of hoses in accordance with NFPA 1961
- Test its full complement of ground ladders in accordance with NFPA 1932
- Test the pumps of its Class A Engines in accordance with NFPA 1911

ARTICLE IV INSURANCE AND INDEMNIFICATION

Section 4.01 Insurance – The DEPARTMENT or City thereof agrees to insure all its facilities and properties reasonably required to provide Emergency Services hereunder, against loss or damage of kinds usually insured against by entities similarly situated. The insurance will be provided through the Texas Municipal League Risk Pool or with one or more reputable insurance companies in the minimum amount required by Texas Law for death, and bodily injury or property damage.

1. The DEPARTMENT agrees to carry public liability insurance with respect to the facilities through the Texas Municipal League Insurance Risk Pool or with one or more insurance companies licensed in the State of Texas in the minimum amount required by Texas Law for death, bodily injury or property damage.
2. The DEPARTMENT agrees to carry errors and omissions, general liability and other insurance necessary for its operations and for any and all risks that may be necessary in its operations as a Texas Non-Profit Corporation or an emergency services organization.
3. Each insurance policy provided for in this Contract shall be in the name of the DEPARTMENT or City as the named insured and the DISTRICT as an additional insured.
4. If said insurance is not provided the DEPARTMENT will be considered in breach of contract. All payments made by the DISTRICT to the DEPARTMENT shall cease until proof of insurance is provided as certified by the DISTRICT, or the DISTRICT may, at its discretion, terminate the Contract.

Section 4.02 Workers' Compensation Coverage – The DEPARTMENT shall maintain workers' compensation coverage for its employees, officers and volunteers related to or arising from the DEPARTMENT'S performance under this contract. The DEPARTMENT recognizes that the DISTRICT has no responsibility to furnish this coverage and DEPARTMENT waives any right to pursue the DISTRICT for liability regarding payments for this coverage or for liability regarding payments for claims filed against this coverage. If said insurance is not provided, the DEPARTMENT will be considered in breach of contract. All payments made by the DISTRICT to the DEPARTMENT shall cease until proof of insurance is provided as certified by the DISTRICT, or the DISTRICT may, at its discretion, terminate the Contract without recourse.

Section 4.03 Indemnification – To the fullest extent allowed by law, The DEPARTMENT shall indemnify and hold the DISTRICT, as well as its commissioners, officials, agents, volunteers, representatives, and employees, harmless from any and all claims of any type, including negligence, and all attorney's fees and related costs, made on account of any loss through personal injuries, deaths, or property damages, arising directly or indirectly out of the sole or concurrent negligence, or the sole or concurrent intentional acts or omissions of the DEPARTMENT or its contractors, officials, agents, employees, volunteers, subcontractors, or representatives, in performing the services required under this Contract, except where the DISTRICT is concurrently negligent or has committed concurrent intentional acts or omissions. The DISTRICT shall indemnify and hold the DEPARTMENT, as well as its governing body, officials, agents, volunteers, and employees, harmless from any and all claims of any type, including negligence, and all attorney's fees and related costs, made on account of any loss through personal injuries, deaths, or property damages, arising directly or indirectly out of the sole or concurrent negligence, or the sole or concurrent intentional acts or omissions of the DISTRICT or its commissioners, officials, agents, employees, volunteers, contractors, subcontractors, or representatives in performing under this Agreement, except where the DEPARTMENT is concurrently negligent or has committed concurrent intentional acts or omissions. It is expressly understood and agreed that, in the execution of this Contract, neither DISTRICT or DEPARTMENT waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against any claims by third parties arising in the exercise of its governmental powers or other powers or functions or pursuant to the Texas Tort Claims Act or other applicable statute, law, rule, or regulation, including, but not limited to sovereign or official immunity. In accordance with Texas Government Code, Section 791.006 regarding assignment of civil liability, and except as otherwise provided by applicable law, including, but not limited to, regulations regarding workers compensation insurance, each party hereto shall be responsible for injuries or death to its employees and volunteers while performing services under this Agreement. The DEPARTMENT or DISTRICT shall not be liable for benefits or any other compensation for injuries or death of the other party's employees or volunteers while performing services under this Agreement. An employee or volunteer shall be deemed to be performing services when en route to, en route from, or at the scene of a call or emergency. Specifically citing Texas Government Code Section 791.006 (a-1), the DISTRICT and DEPARTMENT agree that, for purposes of determining civil liability for non-party claims, the act of any person or persons while fighting fires, providing rescue services, providing EMS services, traveling to or from any type of emergency call or emergency scene, or in any manner furnishing services in

accordance with this Agreement, shall be the act of the party performing such act. The payment of any and all civil or other liability, including negligence, resulting from the furnishing of services under this Agreement is the responsibility of the individual DEPARTMENT or DISTRICT performing such acts. This shall specifically include, but not be limited to, the payment of court costs, expenses, and attorneys' fees resulting from any such claim or lawsuit. The DEPARTMENT and DISTRICT agree that the assignment of liability described in this Section is intended to be different than liability otherwise assigned under Section 791.006 (a) of the Texas Government Code.

ARTICLE V

PAYMENTS BY DISTRICT

Section 5.01 Methods of obtaining Funds from the District –

1. Payment for Services – The length of this Contract will be from October 1, 2023 through September 30, 2024. After meeting its obligations for operating expense, debt service and establishment of a reserve fund, and other costs and expenses as determined by the DISTRICT, the DISTRICT shall annually compensate the DEPARTMENT for the services provided by the DEPARTMENT in the amount of \$ 218,772.55 will be payable in monthly installments on or before the 25th of each month. All funds to be provided hereunder shall be from current funds only, and the DISTRICT reserves the right to withhold any payment or appropriation of the above amount if the DEPARTMENT is in breach of this Contract and reserves its right of non-appropriation.
2. The DEPARTMENT may be eligible to receive additional funding through the District's Incentive Program (Appendix B).
3. Advance Funding – As unbudgeted or emergency needs arise; the DEPARTMENT may submit a proposal in writing to the DISTRICT for advance funding. The proposal shall itemize the proposed expenses, but final approval of the proposal shall be decided by the DISTRICT on the basis of need and available funds.
4. Pursuant to Section 775.073, Texas Health & Safety Code, and other applicable law, it is understood and agreed by the parties that any funds allocated by the DISTRICT to the DEPARTMENT are for maintenance and operation expenses only in the provision of the Fire and EMS Services set forth herein, and the DEPARTMENT, unless otherwise agreed to by the parties hereto in writing, shall not use any DISTRICT Funds for the purchase, lease, or acquisition of any real or personal property, and any real or personal property of the DEPARTMENT shall remain the sole property of the DEPARTMENT unless District funds are used to purchase, lease, or otherwise acquire real or personal property. The parties further agree that the DISTRICT does not have any ownership interest in the real and personal property of the DEPARTMENT, except for that real or personal property purchased with DISTRICT Funds. The DISTRICT payments under this

Agreement do not create an ownership interest in the real and personal property of the DEPARTMENT, unless such DISTRICT Funds are used in contravention of this provision and applicable law, and DISTRICT Funds are used to purchase such real or personal property.

5.02 **Radio User Fees** the DISTRICT will pay radio user fees for up to twenty-four ((24)) radios for the DEPARTMENT. Any user fees above twenty-four ((24)) for the DEPARTMENT shall be solely the responsibility of the DEPARTMENT. Payment of radio use fees in excess of twenty-four ((24)) per DEPARTMENT will be in reduction of the DISTRICT'S contractual payments hereunder for Emergency Services provided by the DEPARTMENT, unless otherwise paid for by the DEPARTMENT with proof of payment submitted by the DEPARTMENT to the DISTRICT. The 2023-24 radio user fee is set at \$16.64 per radio per month, or \$199.68 annually, and any other fees or amounts will be borne by the DEPARTMENT as set follows: for twenty-four (24) radios or less, the DISTRICT pays the radio user fees, and for each additional radio, DEPARTMENT shall pay \$199.68 per radio per year as set forth herein.

ARTICLE VI
ASSIGNMENT AND MODIFICATION

This Contract shall not be assignable by the DEPARTMENT, in whole or in part without obtaining the prior **written** consent of the DISTRICT. Further, this Contract may be modified only upon the prior **written** consent of the parties. Notwithstanding the foregoing, in the event that any city that has any area within its corporate or extra territorial jurisdiction included within the DISTRICT'S territory, notifies the DISTRICT of the exclusion of an area from the DISTRICT'S territory, pursuant to the Act, and if such event causes a change in the Service Area, or scope of Emergency Services to be rendered hereunder, the parties agree that the Contract shall be amended so that the payments may be adjusted accordingly. The DISTRICT reserves the right to terminate this Contract or reduce, expand, modify or otherwise change or terminate the Service Area of the DEPARTMENT as may be necessary for the protection of its citizens or if the DEPARTMENT breaches any provision of this Contract. It is understood and agreed between the parties that the DISTRICT may not expand the Service Area of the DEPARTMENT without the DEPARTMENT'S approval.

ARTICLE VII
MISCELLANEOUS

Section 7.01 Compliance with Applicable Regulations – The DEPARTMENT shall observe and comply, where applicable, with all Federal, State, County, DISTRICT, and City laws, rules, ordinances, regulations, and policies in any manner affecting the conduct and provision of the Emergency Services herein provided and the performance of all obligations undertaken by the DEPARTMENT under this Contract.

Section 7.02 Inspection of Equipment - The District or its agent has the right to inspect the equipment and/or pertinent records of the DEPARTMENT. The parties acknowledge that the nature of the DEPARTMENT'S equipment and/or record keeping determines the consideration paid under this Agreement. In the event that the proper

records are not available, the procedures or penalties stated in the corresponding portions of this contract will be followed. In the event that the inspection reveals that the equipment is not in operating condition the DEPARTMENT will authorize a re-inspection by the DISTRICT within fifteen (15) days. In the event the equipment is not in operating condition during the re-inspection, all payments by the DISTRICT to the DEPARTMENT may cease until the issue is corrected as certified by the DISTRICT, or the DISTRICT may, at its sole discretion, terminate this Contract.

Section 7.02 A. Out of Service Apparatus and Equipment – The DEPARTMENT shall notify Fire Dispatch when an apparatus or special equipment is out of service for more than twenty-four (24) hours. Fire Dispatch will then notify the Executive Director for the ESD. When the apparatus or special equipment is put back in service the DEPARTMENT will notify Fire Dispatch.

Section 7.03 Reports and Other Information –

1. The DISTRICT shall purchase one license for the current electronic Record Management System (RMS) software for each DEPARTMENT.
2. The DEPARTMENT shall maintain accurate, up to date records in RMS for personnel, apparatus, training, and incidents.
3. The DEPARTMENT shall complete a basic incident report in RMS within 3 days of the completion of each of the DEPARTMENT's emergency responses. Reports shall be a complete, thorough, accurate description of actions taken by the Department's personnel and shall include an appropriate narrative(s) section.
4. By the tenth of each month, the DEPARTMENT shall submit to TxFIRS via the RMS, the previous month's incident reports.
5. All Training activities of the DEPARTMENT must be entered into RMS by the end of the month the activity occurred.
6. The DEPARTMENT must provide the DISTRICT access to its Incident Report, personnel rosters, and Training modules for the purpose of running statistical reports, quality control checks and qualification for any incentives and/or other such functions as determined by the DISTRICT. If access by the DISTRICT is denied or the proper records are not entered on time all payments made by the DISTRICT to the DEPARTMENT shall cease until proper reports are entered, or the DISTRICT may, at its discretion, terminate the Contract under the terms of section 7.07.
7. The DEPARTMENT shall submit to the DISTRICT, upon request, the contracting cities most recently completed audit for fiscal year. The DISTRICT agrees to send an email verifying the receipt of the report.

Section 7.04 Badge Identification- Each DEPARTMENT shall insure that each of its members has a current identification card approved by the DISTRICT. Each member of the DEPARTMENT is required to have in their possession the DEPARTMENT identification card anytime they are performing their duties for their DEPARTMENT. The card is to be used for identification and verification of training levels for each individual. Upon request from a citizen, Incident Commander (or his/her designee), or Medical Director (or his/her designee), or DISTRICT representative, the individual shall

produce the ID card for verification. Each DEPARTMENT is responsible to make arrangements to have new member's cards made, lost cards replaced, and return cards of members that are no longer with the DEPARTMENT.

Section 7.05 Term of Contract – This Contract shall be for a period of twelve (12) months commencing on the 1st day of October of 2023 and ending at 12:00 midnight on September 30, 2024. It is understood by the DEPARTMENT and DISTRICT that the DISTRICT shall prepare a new contract so that it may be signed on or before September 30, 2024.

Section 7.06 Termination of Contract by Mutual Agreement – This Contract may be terminated before the end of its term by mutual written agreement, by non-appropriation or non-payment of funds by the DISTRICT, or as otherwise allowed hereunder. If either party elects to terminate this agreement, a 30-day written notice must be submitted to the other party for the notification of the intent to terminate said agreement. A 30-day written notice of non-renewal is also required prior to September 30 of contract year. If the Contract is terminated for any reason by either party, the DEPARTMENT understands that it will no longer receive compensation for services that are no longer provided under contractual obligation.

Section 7.07 Termination of Contract for Breach – This Contract may be terminated by either party due to the other party committing a “Breach of Contract” as the same is defined in Section 1.02 herein which remains uncured for 30 days following written notice as provided herein. Termination under this section will require formal notice from the non-breaching party in the manner provided in Section 7.08 hereof. The notice shall state clearly the reason for the party claiming Breach of Contract, the ground therefore with specific reference to the section and language in the Contract allegedly breached, and the method or circumstance which will, in the reasonable opinion of the non-breaching party, (a) provide cure of the breach, or (b) show to the satisfaction of the non-breaching party that no breach has occurred.

In the event that the Party alleged to have breached the Contract fails to reasonably satisfy the non-breaching Party that no “Breach of Contract” has occurred or that a cure of such Breach of Contract has been reasonable accomplished, the Party claiming the breach shall provide to the other Party written notice of termination of the Contract in the manner provided in Section 7.08 hereof.

If the Parties shall remain in dispute as to the reasonableness of the grounds asserted as an alleged Breach of Contract or the reasonableness of the cure thereof, the issue of whether the Contract was breached may be determined by mediation, with the selection of a mediator being mutually agreed upon by the DISTRICT and the DEPARTMENT.

Section 7.08 Rights on Termination – To the extent permitted by law, upon termination of the Contract, all rights and obligations of the Parties accruing prior to the date of termination shall remain in full force and effect, including without limitation the distribution of Payments by the DISTRICT, as provided by Article V hereof, pro rata to the date of termination, subject to appropriation by the DISTRICT.

Section 7.09 Notices – All notices, certificates, or other communications hereunder shall be sufficiently given or shall be deemed given when delivered by regular mail, or sent by proven facsimile or by e-mail or in the case of notice of breach of contract, by certified mail, return receipt requested, addressed as follows:

If to the **DISTRICT**:

JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO.1
2451 Service Dr.
Cleburne, TX 76033

If to the **DEPARTMENT**:

CITY OF JOSHUA FIRE DEPARTMENT
707 N MAIN
JOSHUA, TX 76058

The DISTRICT or the DEPARTMENT may by notice hereunder designate any further or different address to which subsequent notices, certificates or other communications shall be sent.

Section 7.10 Binding Effect – This Contract shall insure to the benefit of and shall be binding upon the DISTRICT and the DEPARTMENT, and their respective successors and assigns.

Section 7.11 Severability – In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, unless the provision invalidated should invalidate a material obligation of either party.

Section 7.12 Execution and Counterpart – This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one in the same instrument.

Section 7.13 Captions – The captions or heading in this Contract are for convenience only and in no way define, limit or otherwise describe the scope or intent of any provision or section of the Contract.

Section 7.(24) Status of Parties Relationship – Nothing in this Contract shall be construed to make either party the partner or joint venture of or with the other party. It is further agreed that in the performance of all obligations undertaken by this Contract, the DEPARTMENT is an independent contractor with the right to supervise, manage, control and direct the performance of Emergency Services in accordance with DISTRICT, state and federal statutes, laws, rules, policies and regulations. By entering into this Contract, the DISTRICT does not waive, nor shall it be deemed to waive any rights, defenses, or immunities it may have under any applicable federal or state statute, law, rule or regulation. Any rights that the DEPARTMENT may have under this Contract may not be assigned without the express written permission of the DISTRICT.

Section 7.15 Governing Law – The validity, interpretation of the provisions of this Contract shall be governed by the laws of the State of Texas. Pursuant to Chapter 791, Texas Government Code, and other applicable law, any funds required hereunder to be expended by either party shall be from current revenues.

Section 7.16 Enforcement – In enforcing the performance of the provisions of this Contract all parties shall have the right to the exercise of all procedures available under applicable law or equity. No waiver of any breach or default of any provision of this Contract shall be deemed a waiver of any subsequent waiver or default. This Contract is executed in Johnson County, Texas, and venue over any action relating to any provision of this Contract shall be exclusively in Johnson County, Texas. This Agreement shall be governed by the laws of the State of Texas. If the DISTRICT or DEPARTMENT is a prevailing party in any litigation or other action brought under this Contract or otherwise, the prevailing party shall be entitled to recover all costs of court and expenses, including reasonable attorney's fees, incurred therein. In addition to any remedies the DISTRICT may have at law or in equity or its right of non-appropriation, if the DEPARTMENT is in breach or violation of any provision of this Contract or any federal, state, local, or DISTRICT statute, law, rule, regulation, policy, or procedure, the DISTRICT may, without limiting its remedies, terminate this agreement, withhold funds from the DEPARTMENT, or take any other reasonable action the DISTRICT deems appropriate under the circumstances then existing.

Section 7.17 Force Majeure – To the extent that any party to this Contract shall be wholly or partially prevented from the performance within the period specified of any obligation or duty placed on such party by any reason of or through strikes, stoppage of labor, riot, flood, failure of utilities, public water supply, invasions, insurrections, the order of any court, judge, or civil authority, or of act of God, then, in such event, the time for the performance of such obligation or duty shall be suspended until such inability to perform is removed.

Section 7.18 Defined Terms – The defined terms in this Contract shall have the meanings as defined herein whether or not the term appears in all capitalized letters or in upper and lower-case letters.

Section 7.19 Communications – The main form of daily communications between the DISTRICT and the DEPARTMENT shall be via e-mail. It is the responsibility of both parties to immediately inform the other of any changes to agency contact information.

Contract Affidavit

In witness thereof, the DISTRICT and the DEPARTMENT or CITY thereof have caused this Contract to be executed in their respective names and attested by the duly authorized officers, all effective as of the date first move written.

Signed this _____ day of _____, 2023.

JOHNSON COUNTY EMERGENCY SERVICES DISTRICT #1
2451 Service Drive
Cleburne, TX 76033

By: _____
Gerald Miller, President

Sworn and subscribed to me this _____ Day of _____, 2023.

SEAL

Notary Public, State of Texas

ATTEST:

BY: _____
Phil Williams, Secretary

Sworn and subscribed to me this _____ Day of _____, 2023.

SEAL

Notary Public, State of Texas

Contract Affidavit

In witness thereof, the DISTRICT and the DEPARTMENT or CITY thereof have caused this Contract to be executed in their respective names and attested by the duly authorized officers, all effective as of the date first move written.

Signed this _____ Day of _____, 2023.

CITY OF JOSHUA FIRE DEPARTMENT
707 N MAIN
JOSHUA, TX 76058

BY: _____
Mayor or other Authorized Representative

Printed Name

Sworn and subscribed to me this _____ Day of _____, 2023.

Notary Public, State of Texas

SEAL

ATTEST:

BY: _____
City Secretary

Printed Name

Sworn and subscribed to me this _____ Day of _____, 2023.

Notary Public, State of Texas

SEAL



Johnson County ESD No.1

2451 Service Drive
Cleburne, Texas 76033

APPENDIX B

FY2023-2024 Incentives Available To Service Providers that make 40 or more calls for prior contracted year.

All Incentive Programs are dependent on available funding and may be modified or discontinued by the Board at any time.

Service Incentives - NON – MUNICIPALITY ONLY

Monthly Incentive Allotment to be determined with 2023-2024 Budget.

The Service Incentive is a mechanism to encourage and motivate a higher level of call response. As JCESD service providers, many fire departments have difficulty covering 100% of their call-load on a 24/7 consistent basis. This Incentive will provide additional funds to the contracting departments that achieve a certain percentage of their call-load. Incentive will be on a MONTHLY basis. Incentive will start over each MONTH.

Contractual Did Not Respond (CDNR) – in accordance with JCESD – SOP 504.0 –

For Incentive purposes, a monthly average response time must be LESS than **Six (6) minutes**.

MONTHLY Payment – Based on contracted Fire Department’s response percentage for that month.

100% = 100%	97% = 97%
99% = 99%	96% = 96%
98% = 98%	95% = 95%

Etc.... to 80%, below 80% will result in zero incentive pay for month.

Incentive payments earned will be included with the contract payment immediately following. October 2023 payment will be from September 2023 run information.

DNR’s will follow Johnson County ESD # 1 policy 504.0 – DNR

Grant Match Consideration for EQUIPMENT and TRAINING ONLY

This Incentive is meant to encourage JCESD Contracted Fire departments to apply for grants to acquire equipment or training needs. The ESD will consider covering a portion of matching funds for grant, (25% not exceed \$5,000.00). Fire Departments will only be eligible for this assistance once during a fiscal year. Reimbursement request with appropriate paperwork must be received and approved by Fire Commissioners by August 31, 2024.

To access this incentive from the JCESD a department must:

- Successfully apply and receive the grant
- Match the department portion of the expenditure
- Receive the equipment/services
- Provide copies of the cancelled checks for the matching portion
- Provide copies of the successful grant letter
- Provide quotes/receipts for equipment/services purchased
- Make presentation of departmental request to the ESD Board at a Regular Meeting
 - presentation should include justification and benefit to the department and the ESD

ISO Testing Reimbursement

The ESD will reimburse Contracted Fire departments for ISO Annual testing of Pumps, Hose and Ladders a maximum of \$3,000.00 per Fire department. Within 60 days, a copy of invoice and proof of payment will be required for reimbursement from JCESD. Reimbursement request with appropriate paperwork must be received and approved by Fire Commissioners by August 31, 2024.

FD Emergency Repair

Budgeted in Sales and Use Tax. Policy describes procedure for procurements.

Fire – EMS Training

Budgeted in Sales and Use Tax. Policy describes procedure for procurements.



**City Council Agenda
September 21, 2023**

(Minutes Resolution/Resolution/Ordinance)

Action Item

Agenda Description:

Discuss, consider, and possible action on the renewal of the Johnson County ESD Contract for Fire and Emergency Services.

Background Information:

The Joshua Fire Department provides emergency services to a portion of Johnson through a contractual agreement. Our City Attorney has reviewed the contract

Financial Information:

The City will receive the annual amount of \$218,772.55 for services rendered.

City Contact and Recommendations:

Thomas Griffith, Fire Chief
Recommend approval of the contract.

Attachments:

Contract for Providing Fire Extinguishment and Emergency Services with a Municipality
Appendix B – FY2023-2024 Incentives Available to Service Providers that make 40 or more calls for prior contracted year.

Contract Explanation Memorandum



Joshua Fire Department

Memorandum #:

To: Mike Peacock, City Manager

From: Thomas Griffith, Chief

Copy:

Subj: ESD Contract Renewal

Date: September 5, 2023

The contract for the provision of emergency services with the ESD is up for renewal on October 1, 2023. There are a few changes from last year's contract. Those changes are as follows.

1. The payment for services (page 10), has been increased to \$218,772.55 over the 2022-23 amount of \$190,237.44.
2. Incentives from the previous contract, which will remain in place include:
 - a. Grant match reimbursement of up to \$5,000.
 - b. Reimbursement up to \$3,000 for required ISO and NFPA required equipment testing requirements, i.e., ladders, pumps, hoses.
 - c. Major equipment repair reimbursement upon request and approval.
 - d. Fire & EMS training reimbursement upon request and approval.

Under a separate MOU, municipalities are offered the opportunity to receive funding to support the hiring of up to four (4) firefighter positions. The total appropriation for the positions is \$65,000 each/annually. The funding would be distributed through a SAFER grant model as in the previous agreement.

Please let me know if you have any questions. I recommend approval of the contract as written, after review by our City Attorney.

BRYCER, LLC
4355 Weaver Parkway
Suite 230
Warrenville, IL 60555

July 27th, 2023

Joshua Fire Department
 770 N. Main
 Joshua, TX 76058

Re: “The Compliance Engine”

Dear Joshua Fire Department:

We look forward to providing you with “The Compliance Engine” (the “Solution”). This proposal letter provides the basic terms by which Brycer, LLC (“Brycer”) will provide you, Joshua Fire Department (“Client”), with the Solution. The use of the Solution and all matters between Brycer and Client will be subject to the standard “Terms and Conditions” attached to this proposal as Exhibit A. The basic terms are as follows:

1. **Term:** Brycer will provide Client with the Solution for three years, commencing _____ (the “Initial Term”). Thereafter, the Term shall automatically renew for successive three-year periods unless terminated by Brycer or Client in writing at least 90 days prior to the expiration of the then current Term (each, a “Renewal Term” and together with the Initial Term, the “Term”). Following the expiration or termination of the Term (as provided in the Terms and Conditions), Client shall stop using the Solution; provided, however, Brycer shall make available, and Client shall have the right to download, Client’s data from the Solution for a period of 60 days after the expiration or termination of the Term. Client shall have the right to terminate this agreement upon giving 90 days written notice to Brycer.

2. **Fees:** Client shall not pay any fees for use of the Solution. Brycer will collect all fees due and payable by third party inspectors in connection with activities relating to the Solution.

3. **Brycer Responsibilities:** During the Term, Brycer shall be responsible for the following in connection with Client’s use of the Solution:

- ***Availability.*** Brycer shall make the Solution available to Client as set forth on Exhibit B. The maintenance schedule and minimum service levels for the Solution are set forth on Exhibit B.
- ***Service Level.*** Brycer shall provide commercially reasonable levels of customer service with respect to the Solution to all third parties who transact business with Client and access the Solution.
- ***Backup.*** Brycer shall backup the database used in connection with the Solution to a separate server located within the same web hosting firm which the Solution is being hosted on a real time basis. Upon request by Client (which can be no more than once a month) or made prior to or within 60 days after the effective date of termination of the Term, Brycer will make available to Client a complete and secure (i.e. encrypted and appropriately authenticated) download file of Client data in XML format including all schema and attachments in their native format. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and

integrity of Client data. Brycer shall not (a) modify Client data or (b) disclose Client data except as required by law.

- **Retention of Information.** Brycer will maintain all information entered into the database by third party inspectors for at least five years from the time such information is entered into the database.
- **Notices.** Brycer will be responsible for generating and delivering the following notices to third parties in connection with the Solution: (a) reminders of upcoming inspections that are due; (b) notices that an inspection is past due; and (c) notices of completed inspection reports which contain one or more deficiencies.
- **Call Center** Phone calls by Brycer on behalf of the Client to the property for EACH life-safety system overdue for service based on dates automatically tracked within the TCE database. Brycer is not an agent of the Client and all scripts for the overdue calls will be approved by the Client.
- **Updates and Enhancements.** In the event Brycer releases any updates, corrections, or enhancements to the Solution during the Term, Brycer shall promptly provide such updates or corrections to Client free of any charge or fee.

4. **Client Responsibilities:** During the Term, Client shall be responsible for the following in connection with Client's use of the Solution:

- **Operating System.** Client shall be solely responsible for providing a proper operating environment, including computer hardware or other equipment and software, for any portion of the Solution installed on the Client's equipment (the "Client Access Software") and for the installation of network connections to the Internet. In addition to any other Client Access Software requirements, Client must use version Edge, Firefox version 76, Chrome 60 or Safari (or more recent versions), in addition to having a .pdf reader installed on machines to view attachments.
- **Training.** Client shall allow Brycer at Client's facilities to train all applicable personnel of Client on the use of the Solution.
- **Information.** Client shall promptly provide Brycer with all appropriate information necessary for Brycer to create the database for the Solution, including without limitation: (a) all commercial building addresses within [Joshua Fire Department] for Brycer's initial upload; and (b) quarterly updates to in a format acceptable to Brycer in its discretion.
- **Enforcement.** Client shall take all actions necessary to require (e.g. resolution, ordinance, fire policy, code amendment) the use of the Solution by third party inspection companies.
- **Reports.** Client will require all compliant and deficient test results to be submitted.

5. **Ownership of Data.** Client owns all the data provided by Client and received from third party contractors for Client. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client's data.

Please acknowledge your acceptance of this proposal and our standard Terms and Conditions by counter-signing this proposal below. We look forward to a long-term and mutually beneficial relationship with you.

Brycer, LLC

By: _____
Its: _____

Acknowledged and Agreed to this
___ day of _____, 20___:

[Joshua Fire Department]

By: _____
Its: _____

Exhibit A**Terms and Conditions**

Any capitalized terms not defined in these Terms and Conditions shall have the meaning assigned to it in that certain Letter Agreement attached hereto by and between Brycer, LLC and Client (the "Agreement").

1. **Restrictions on Use.** Client shall not copy, distribute, create derivative works of or modify the Solution in any way. Client agrees that: (a) it shall only permit its officers and employees (collectively, the "Authorized Users") to use the Solution for the benefit of Client; (b) it shall use commercially reasonable efforts to prevent the unauthorized use or disclosure of the Solution; (c) it shall not sell, resell, rent or lease the Solution; (d) it shall not use the Solution to store or transmit infringing or otherwise unlawful or tortious material, or to store or transmit material in violation of third party rights; (e) it shall not interfere with or disrupt the integrity or performance of the Solution or third-party data contained therein; (f) it shall not reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the Solution (g) it shall not permit anyone other than the Authorized Users to view or use the Solution and any screen shots of the Solution and (h) it shall not disclose the features of the Solution to anyone other than the Authorized Users. Client is responsible for all actions taken by the Authorized Users in connection with the Solution.
2. **Proprietary Rights.** All right, title and interest in and to the Solution, the features of the Solution and images of the Solution as well as any and all derivative works or modifications thereof (the "Derivative Works"), and any accompanying documentation, manuals or other materials used or supplied under this Agreement or with respect to the Solution or Derivative Works (the "Documentation"), and any reproductions works made thereof, remain with Brycer. Client shall not remove any product identification or notices of such proprietary rights from the Solution. Client acknowledges and agrees that, except for the limited use rights established hereunder, Client has no right, title or interest in the Solution, the Derivative Works or the Documentation.
3. **Independent Contractor.** Nothing in the Agreement may be construed or interpreted as constituting either party hereto as the agent, principal, employee or joint venturer of the other. Each of Client and Brycer is an independent contractor. Neither may assume, either directly or indirectly, any liability of or for the other party. Neither party has the authority to bind or obligate the other party and neither party may represent that it has such authority.
4. **Reservation of Rights.** Brycer reserves the right, in its sole discretion and with prior notice to Client, to discontinue, add, adapt, or otherwise modify any design or specification of the Solution and/or Brycer's policies, procedures, and requirements specified or related hereto. All rights not expressly granted to Client are reserved to Brycer, including the right to provide all or any part of the Solution to other parties.
5. **Use of Logos.** During the term of this Agreement, Brycer shall have the right to use Client's logos for the purpose of providing the Solution to Client.
6. **Confidential Information.** Brycer and Client acknowledge and agree that in providing the Solution, Brycer and Client, as the case may be, may disclose to the other party certain confidential, proprietary trade secret information ("Confidential Information"). Confidential Information may include, but is not limited to, the Solution, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, financial information or business plans. Each party agrees that it will not, without the express prior written consent of the other party, disclose any Confidential Information or any part thereof to any third party. Notwithstanding the foregoing, the parties acknowledge that Client and Brycer shall be permitted to comply with any all federal and state laws concerning disclosure provided that any such required disclosure will not include any of Brycer's screen shots. The disclosing party shall provide prior written notice of any required disclosure of the nondisclosing party's Confidential Information to the nondisclosing party and shall disclose only the information that is required to be disclosed by law. In the event that Client requests from Brycer any reports or other information for purposes of complying with federal and state disclosure laws, Brycer shall provide such information within five business day following such request. Confidential Information excludes information: (a) that is or becomes generally available to the public through no fault of the receiving party; (b) that is rightfully received by the receiving party from a third party without limitation as to its use; or (c) that is independently developed by receiving party without use of any Confidential Information. At the termination of this Agreement, each party will return the other party all Confidential Information of the other party. Each party also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with any Confidential Information of the other party or any firmware, circuit board or software provided therewith.
7. **Brycer Warranty.** Brycer represents and warrants to Client that Brycer has all rights necessary in and to any patent, copyright, trademark, service mark or other intellectual property right used in, or associated with, the Solution, and that Brycer is duly authorized to enter into this Agreement and provide the Solution to Client pursuant to this Agreement.
8. **Disclaimer.** All information entered into Brycer's database is produced by third party inspectors and their agents. **THEREFORE, BRYCER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO BRYCER'S DATABASE BY EITHER CLIENT OR THIRD PARTY INSPECTORS. EXCEPT AS SET FORTH IN SECTION 7, BRYCER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOLUTION OR ANY OTHER INFORMATION AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BRYCER'S SOLE LIABILITY FOR BREACH OF THE REPRESENTATION AND WARRANTY SET FORTH IN SECTION 7, AND CLIENT'S SOLE REMEDY, SHALL BE THAT BRYCER SHALL INDEMNIFY AND HOLD RECIPIENT HARMLESS FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY.**
9. **LIMITATION ON DAMAGES.** **BRYCER SHALL ONLY BE LIABLE TO CLIENT FOR DIRECT DAMAGES PURSUANT TO THE AGREEMENT. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, IN NO EVENT SHALL BRYCER BE LIABLE FOR OR OBLIGATED IN ANY MANNER FOR SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR SYSTEM DOWNTIME. CLIENT ACKNOWLEDGES AND AGREES THAT IN NO CASE SHALL BRYCER'S LIABILITY FOR ANY LOSS OF DATA OR DATA INTEGRITY EXCEED THE REPLACEMENT COST OF THE MEDIA ON WHICH THE DATA WAS STORED.**
10. **Risks Inherent to Internet.** Client acknowledges that: (a) the Internet is a worldwide network of computers, (b) communication on the Internet may not be secure, (c) the Internet is beyond the control of Brycer, and (d) Brycer does not own, operate or manage the Internet. Client also acknowledges that there are inherent risks associated with using the Solution, including but not limited to the risk of breach of security, the risk of exposure to computer viruses and the risk of interception, distortion, or loss of communications. Client assumes these risks knowingly and voluntarily releases Brycer from all liability from all

such risks. Not in limitation of the foregoing, Client hereby assumes the risk, and Brycer shall have no responsibility or liability of any kind hereunder, for: (1) errors in the Solution resulting from misuse, negligence, revision, modification, or improper use of all or any part of the Solution by any entity other than Brycer or its authorized representatives; (2) any version of the Solution other than the then-current unmodified version provided to Client; (3) Client's failure to timely or correctly install any updates to the Client Access Software; (4) problems caused by connecting or failure to connect to the Internet; (5) failure to provide and maintain the technical and connectivity configurations for the use and operation of the Solution that meet Brycer's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-Brycer products or services; or (7) data or data input, output, accuracy, and suitability, which shall be deemed under Client's exclusive control.

11. **Indemnity.** Brycer (the "Indemnifying Party") will defend and indemnify Client against any damages, losses, liabilities, causes of action, costs or expenses arising from Brycer's breach of this Agreement, gross negligence or intentional misconduct. To the extent authorized by Texas law. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees) arising from Client's breach of this Agreement, gross negligence or intentional misconduct. Client acknowledges that Brycer does not create any of the data and information included in the Solution and is not responsible for and does not assess or make any suggestions or recommendations with respect to any such data or information. To the extent authorized by Texas law. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees), claims, demands, suits or proceedings made or brought against Brycer by a third party in connection with Client's or an Authorized User's use of the Solution, or any action or inaction taken by a third party, including, but not limited to, third party inspectors, in connection with such third party providing services for Client or otherwise at Client's or an Authorized User's request or direction.
12. **Breach.** Brycer shall have the right to terminate or suspend this Agreement, and all of Client's rights hereunder, immediately upon delivering written notice to Client detailing Client's breach of any provision of this Agreement. If Client cures such breach within 5 days of receiving written notice thereof, Brycer shall restore the Solution and Client shall pay any fees or costs incurred by Brycer in connection with the restoration of the Solution.
13. **Illegal Payments.** Client acknowledges and agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift or anything of value from any employee or agent of Brycer in connection with the Agreement.
14. **Beneficiaries.** There are no third party beneficiaries to the Agreement.
15. **Force Majeure.** Neither party shall be responsible for any failure to perform due to unforeseen, non-commercial circumstances beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, blackouts, accidents, or strikes. In the event of any such delay, any applicable period of time for action by said party may be deferred for a period of time equal to the time of such delay, except that a party's failure to make any payment when due hereunder shall not be so excused.
16. **Notices.** All notices required in the Agreement shall be effective: (a) if given personally, upon receipt; (b) if given by facsimile or electronic mail, when such notice is transmitted and confirmation of receipt obtained; (c) if mailed by certified mail, postage prepaid, to the last known address of each party, three business days after mailing; or (d) if delivered to a nationally recognized overnight courier service, one business day after delivery.
17. **JURISDICTION AND VENUE.** THE AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, AND ENFORCEABLE UNDER, THE LAWS OF THE STATE IN WHICH CLIENT EXISTS APPLICABLE TO CONTRACTS MADE IN SUCH STATE AND THAT ARE TO BE WHOLLY PERFORMED IN SUCH STATE WITHOUT REFERENCE TO THE CHOICE-OF-LAW PRINCIPLES OF SUCH STATE. THE PARTIES IRREVOCABLY AGREE THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THE AGREEMENT SHALL BE LITIGATED ONLY IN COURTS LOCATED WITHIN THE STATE IN WHICH CLIENT EXISTS. THE PARTIES HEREBY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID STATE. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRANSFER OR CHANGE VENUE OF ANY SUCH ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY ON ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THE AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.
18. **Attorneys' Fees.** The prevailing party in any proceeding in connection with the Agreement shall be entitled to recover from the non-prevailing party all costs and expenses, including without limitation, reasonable attorneys' and paralegals' fees and costs incurred by such party in connection with any such proceeding.
19. **Entire Agreement.** The Agreement sets out the entire agreement between the parties relative to the subject matter hereof and supersedes all prior or contemporaneous agreements or representations, oral or written.
20. **Amendment.** The Agreement may not be altered or modified, except by written amendment which expressly refers to the Agreement and which is duly executed by authorized representatives of both parties. The waiver or failure by either party to exercise or enforce any right provided for in the Agreement shall not be deemed a waiver of any further right under the Agreement. Any provision of the Agreement held to be invalid under applicable law shall not render the Agreement invalid as a whole, and in such an event, such provision shall be interpreted so as to best accomplish the intent of the parties within the limits of applicable law. The Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
21. **Expiration.** The rights and obligations contained in these Terms and Conditions shall survive any expiration or termination of the Agreement.

Exhibit B**Maintenance Schedule and Minimum Service Levels****1. Uptime and Maintenance.**

The Solution shall be available 24 hours per day during the term of this Agreement. The Solution shall be fully functional, timely and accessible by Client at least 99.5% of the time or better and Brycer shall use reasonable efforts to provide Client with advance notice of any unscheduled downtime.

2. Response Time.

Brycer shall respond to telephone calls from Client within two hours of the call and/or message and all emails from Client within two hours of the receipt of the email.

3. Customer Support

Customer support hours are 24/7/365. The number is 630-413-9511

Brycer will assign client a dedicated customer representative with direct access to their email and work number.



Joshua Fire Department

Memorandum #:

To: Mike Peacock, City Manager

From: Thomas Griffith, Chief

Copy:

Subj: Brycer Inspection Compliance Engine

Date: September 5, 2023

I am requesting authorization to accept a proposal with Brycer, LLC for the services of their inspection Compliance Engine. The Compliance Engine is a tracking database that accumulates inspection information on commercial businesses that have fire suppression/detection systems and various other fire code required monitoring systems.

Utilizing the Compliance Engine has several benefits to the fire department and the city. Those benefits include:

- Ensuring compliance with required inspections and their frequency.
- Ensuring compliance with fire code requirements for suppression system inspection and maintenance.
- Ensuring that restaurants with cooktop suppression systems are cleaned as required, which reduces the frequency of fires.
- Reduced potential for fires by ensuring that fire suppression systems are properly maintained and will function when needed.

All suppression system inspection companies will be required to report their inspections to the Compliance Engine. The Fire Marshal's Office will receive notification of non-compliant and compliant business inspections. Access to the data is always available to the department. Department follow-up with non-compliant businesses can be maintained, ensuring that fire code requirements are enforced.

There are no monetary costs to the city. The service charges the inspection company a maximum of \$17.00 per inspection performed. The business does not receive an invoice. Any charge to the business would be through any pass-thru from the inspection companies to the businesses.

I have attached the Brycer proposal with this memorandum. It has been reviewed by our attorney and it has been amended with his requested changes. I would like to place this on the September 21st Council agenda. Please let me know if you have any questions.



**(Meeting Body) Agenda
(Add Date)**

(Minutes Resolution/Resolution/Ordinance) (Action Item/Discussion Item)

Agenda Description:

Discuss, consider, and possible action on a Proposal from Brycer, LLC for use of their Compliance Engine system.

Background Information:

All suppression system inspection companies will be required to report their inspections to the Compliance Engine. The Fire Marshal’s Office will receive notification of non-compliant and compliant business inspections. Access to the data is always available to the department. Department follow-up with non-compliant businesses can be maintained, ensuring that fire code requirements are enforced and risk of losses due to fire is reduced.

Financial Information:

No cost to the City.

City Contact and Recommendations:

Thomas Griffith, Fire Chief

Attachments:

Proposal from Brycer, LLC
Memorandum to Mike Peacock



**City Council Agenda
September 21, 2023**

Minutes Resolution

Action Item

Agenda Description:

Discuss, consider, and possible action on Board Appointments.

Background Information:

Animal Control

Position 4

Vacant

Jeffrey Weldon

Library

Seat 2

Vacant

Angela Nichols

Seat 3

Sarah Breedlove

Sarah Breedlove

Type A EDC

Place 1

David Morgan

David Morgan

Place 3

Johnny Waldrip

Johnny Waldrip

Place 5

Esley Henderson

Esley Henderson

Place 7

Aleshia Heyes

Roger Farley

Alt 1

Vacant

Carl Keating

Alt 2

Vacant

Type B EDC

Place 1

Glen Walden

Glen Walden

Place 3

Bill Funderbulk

Bill Funderbulk

Place 5
Kim Carter
Place 7
Courtney Hewett
Alt 1
Vacant
Alt 2
Vacant

Kim Carter

Brittany Lawson

Sarah Watts

Carl Keating / Shelly Anderson

Heritage Preservation Committee

Place 3
Kris Maddox
Place 5
Vacant

Kris Maddox

Jeffrey Weldon

Planning & Zoning

Seat 3
Jerry Moore
Seat 4
Richard Connally
Seat 5
Brent Gibson
Alt 1
Kathy Sales

Jerry Moore

Michael Frazier

Brent Gibson

Kathy Sales

Zoning Board of Adjustment

Place 1
Jerry Moore
Place 3
Glen Walden
Place 5
Jeremy Morris
Alt 1
Vacant
Alt 2
Vacant

Jerry Moore

Glen Walden

Jeremy Morris

John Mauldin

Financial Information:

NA

City Contact and Recommendations:

Alice Holloway, City Secretary

Attachments:

- 1. Board Applications



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

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

BOARD / COMMISSION APPLICATION FORM

Full Name: Jeffrey Steven Weldon

Address: [REDACTED]

Phone No. [REDACTED]

Email: [REDACTED]

Resident of the City, if yes, how many years? 2 years

Occupation: Account Executive Medical Field

Place of Employment: [REDACTED]

Employment Address: [REDACTED]

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

Boards/Commission Chosen:

Type "B" Economic Development Corporation Board, Heritage Preservation Committee, Animal Control Advisory Board

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

Animal control

Name: Jeffrey s weldon

Date: 09/06/2023



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

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

BOARD / COMMISSION APPLICATION FORM

Full Name: SARAH BREEDLOVE

Address: Not for public distribution

Phone No. Not for public distribution

Email: [REDACTED]

Resident of the City, if yes, how many years? 20

Occupation: N/a

Place of Employment: N/a

Employment Address: N/a

Voter Registration No.:

Date of Birth: [REDACTED]

Boards/Commission Chosen:

Library Board

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

Library

Name: Sarah Breedlove [REDACTED]

Date: 08/17/2023



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

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

BOARD / COMMISSION APPLICATION FORM

Full Name: Angela Nichols

Address: [REDACTED]

Phone No.: [REDACTED]

Email: [REDACTED]

Resident of the City, if yes, how many years? Yes

Occupation: Teacher

Place of Employment: [REDACTED]

Employment Address: [REDACTED]

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

Boards/Commission Chosen:

Library Board

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

Library

Name: Angela Nichols

Date: 09/18/2023



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

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

BOARD / COMMISSION APPLICATION FORM

Full Name: David C Morgan

Address: [REDACTED]

Phone No.: [REDACTED]

Email: [REDACTED]

Resident of the City, if yes, how many years? Joshua

Occupation: Retired

Place of Employment: N/A

Employment Address: [REDACTED]

Voter Registration No.: [REDACTED]

Date of Birth: [REDACTED]

Boards/Commission Chosen:

Type "A" Economic Development Corporation Board

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

N/A

Name: David C Morgan

Date: 08/17/2023



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

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

BOARD / COMMISSION APPLICATION FORM

Full Name: Johnny Waldrip

Address: [REDACTED]

Phone No.: [REDACTED]

Email: [REDACTED]

Resident of the City, if yes, how many years? 5 years

Occupation: Retired

Place of Employment: Retired

Employment Address: Retired

Voter Registration No.: [REDACTED]

Date of Birth: [REDACTED]

Boards/Commission Chosen:

Type "A" Economic Development Corporation Board

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

Type A

Name: Johnny Waldrip

Date: 08/17/2023



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

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

BOARD / COMMISSION APPLICATION FORM

Full Name: Roger Farley

Address: [REDACTED]

Phone No. [REDACTED]

Email: [REDACTED]

Resident of the City, if yes, how many years? 15

Occupation: Real Estate Broker

Place of Employment: [REDACTED]

Employment Address: [REDACTED]

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

Boards/Commission Chosen:

Type "A" Economic Development Corporation Board

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

no

Name: Roger Farley

Date: 09/18/2023



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

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

BOARD / COMMISSION APPLICATION FORM

Full Name: Esley Henderson

Address: [REDACTED]

Phone No.: [REDACTED]

Email: [REDACTED]

Resident of the City, if yes, how many years? 10

Occupation: Self employed

Place of Employment: [REDACTED]

Employment Address: [REDACTED]

Voter Registration No.: [REDACTED]

Date of Birth: [REDACTED]

Boards/Commission Chosen:

Zoning Board of Adjustment, Type "A" Economic Development Corporation Board

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

Type A

Name: Esley Henderson

Date: 08/18/2023



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

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

BOARD / COMMISSION APPLICATION FORM

Full Name: Sarah Watts

Address: [REDACTED]

Phone No: [REDACTED]

Email: [REDACTED]

Resident of the City, if yes, how many years? 1

Occupation: Realty Specialist

Place of Employment: [REDACTED]

Employment Address: [REDACTED]

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

Boards/Commission Chosen:

Planning & Zoning Commission, Type "A" Economic Development Corporation Board, Type "B" Economic Development Corporation Board

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

Type A

Name: Sarah Watts

Date: 08/17/2023



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

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

BOARD / COMMISSION APPLICATION FORM

Full Name: Glen Walden

Address: [REDACTED]

Phone No. [REDACTED]

Email: [REDACTED]

Resident of the City, if yes, how many years? Yes since 1991

Occupation: Retired

Place of Employment: Retired

Employment Address: None

Voter Registration No.: [REDACTED]

Date of Birth: [REDACTED]

Boards/Commission Chosen:

Type "B" Economic Development Corporation Board

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

Type B

Name:Glen Walden

Date:08/17/2023



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

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

BOARD / COMMISSION APPLICATION FORM

Full Name: Bill Funderburk

Address: [REDACTED]

Phone No.: [REDACTED]

Email: [REDACTED]

Resident of the City, if yes, how many years? 6 years

Occupation: Municipal Government

Place of Employment: [REDACTED]

Employment Address: [REDACTED]

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

Boards/Commission Chosen:

Type "B" Economic Development Corporation Board

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

no

Name: Bill Funderburk

Date: 09/11/2023



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

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

BOARD / COMMISSION APPLICATION FORM

Full Name: Kimberly Carter

Address: [REDACTED]

Phone No. [REDACTED]

Email: [REDACTED]

Resident of the City, if yes, how many years? yes, lived in Joshua since December 31, 2020

Occupation: [REDACTED]

Place of Employment: [REDACTED]

Employment Address: [REDACTED]

Voter Registration No.: [REDACTED]

Date of Birth: [REDACTED]

Boards/Commission Chosen:

Planning & Zoning Commission, Type "A" Economic Development Corporation Board, Type "B" Economic Development Corporation Board

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

EDC "B"

Name: Kimberly Carter

Date: 09/07/2023



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

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

BOARD / COMMISSION APPLICATION FORM

Full Name: Brittany lawson

Address: [REDACTED]

Phone No. [REDACTED]

Email: [REDACTED]

Resident of the City, if yes, how many years? 2

Occupation: [REDACTED]

Place of Employment: [REDACTED]

Employment Address: [REDACTED]

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

Boards/Commission Chosen:

Type "B" Economic Development Corporation Board

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

Parks and Rec

Name:Brittany lawson

Date:09/02/2023



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

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

BOARD / COMMISSION APPLICATION FORM

Full Name: Shelly Anderson

Address: [REDACTED]

Phone No: [REDACTED]

Email: [REDACTED]

Resident of the City, if yes, how many years? Yes 12 years

Occupation: Manager, [REDACTED]

Place of Employment: [REDACTED]

Employment Address: [REDACTED]

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

Boards/Commission Chosen:

Type "B" Economic Development Corporation Board

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

Only interested in being an alternate for B board if there are no others interested.

Name: Shelly Anderson

Date: 09/18/2023



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

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

BOARD / COMMISSION APPLICATION FORM

Full Name: kristoffer lee maddox

Address: [REDACTED]

Phone No: [REDACTED]

Email: [REDACTED]

Resident of the City, if yes, how many years? no

Occupation: [REDACTED]

Place of Employment: self

Employment Address: [REDACTED]

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

Boards/Commission Chosen:

Planning & Zoning Commission, Heritage Preservation Committee

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

heritage preservation board

Name:kristoffer maddox

Date:09/07/2023



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

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

BOARD / COMMISSION APPLICATION FORM

Full Name: Jerry Moore
Address: [REDACTED]
Phone No: [REDACTED]
Email: [REDACTED]
Resident of the City, if yes, how many years? Yes 23yrs
Occupation: [REDACTED]
Place of Employment: [REDACTED]
Employment Address: [REDACTED]
Voter Registration No.: [REDACTED] Date of Birth: [REDACTED]

Boards/Commission Chosen:
Planning & Zoning Commission

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

Name: Jerry Moore
Date: 09/11/2023



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

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

BOARD / COMMISSION APPLICATION FORM

Full Name: Michael Frazier

Address: [Redacted]

Phone No: [Redacted]

Email: [Redacted]

Resident of the City, if yes, how many years? Yes- 6

Occupation: [Redacted]

Place of Employment: [Redacted]

Employment Address: [Redacted]

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

Boards/Commission Chosen:
Planning & Zoning Commission

If you are interested in more than one board, What board is your preference:
Planning and Zoning

Name: Michael Frazier

Date: 09/15/2023



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

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

BOARD / COMMISSION APPLICATION FORM

Full Name: Brent Gibson
Address: [REDACTED]
Phone No: [REDACTED]
Email: bg [REDACTED]
Resident of the City, if yes, how many years? 11
Occupation: [REDACTED]
Place of Employment: [REDACTED]
Employment Address: [REDACTED]
Voter Registration No.: [REDACTED] **Date of Birth:** [REDACTED]

Boards/Commission Chosen:
Planning & Zoning Commission

If you are interested in more than one board, What board is your preference:
Planning and Zoning

Name: Brent Gibson
Date: 09/04/2023



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

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

BOARD / COMMISSION APPLICATION FORM

Full Name: Kathy Ann Sales

Address: [REDACTED]

Phone No: [REDACTED]

Email: ksales [REDACTED]

Resident of the City, if yes, how many years? 22 years

Occupation: [REDACTED]

Place of Employment: retired

Employment Address: NA

Voter Registration No.: [REDACTED]

Date of Birth: [REDACTED]

Boards/Commission Chosen:
Planning & Zoning Commission

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

Name: Kathy Sales

Date: 08/18/2023



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

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

BOARD / COMMISSION APPLICATION FORM

Full Name: Glen David Walden

Address: [REDACTED]

Phone No. [REDACTED]

Email: [REDACTED]

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

Occupation: Retired

Place of Employment: N/A

Employment Address: N/A

Voter Registration No.: [REDACTED]

Date of Birth: [REDACTED]

Boards/Commission Chosen:

Zoning Board of Adjustment, Type "B" Economic Development Corporation Board

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

Both Type B & Zoning Board

Name:Glen David Walden

Date:09/06/2023



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

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

BOARD / COMMISSION APPLICATION FORM

Full Name: Jeremy D Morris

Address: [REDACTED]

Phone No. [REDACTED]

Email: [REDACTED]

Resident of the City, if yes, how many years? 8

Occupation: [REDACTED]

Place of Employment: [REDACTED]

Employment Address: [REDACTED]

Voter Registration No.: [REDACTED]

Date of Birth: [REDACTED]

Boards/Commission Chosen:

Zoning Board of Adjustment

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

na

Name:Jeremy Morris

Date:09/11/2023



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

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

BOARD / COMMISSION APPLICATION FORM

Full Name: John M. Mauldin

Address: [REDACTED]

Phone No.: [REDACTED]

Email: [REDACTED]

Resident of the City, if yes, how many years? 20 Years

Occupation: Unemployed

Place of Employment: N/A

Employment Address: N/A

Voter Registration No.: [REDACTED]

Date of Birth: [REDACTED]

Boards/Commission Chosen:

Planning & Zoning Commission, Zoning Board of Adjustment

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

P&Z

Name: John Mauldin

Date: 09/01/2023



Joshua Police Department



Item 1.

August 2023

August saw the police department begin recruiting efforts to fill the vacancy left by Officer Price. Officer Taylor Clark was selected to represent the police department on the STOP Task Force and began his duties with the task force in mid-August.

The police department began preparations to achieve a re-accredited status with the Texas Police Chiefs Association. The preparations began with an internal audit of policies, training records, a full inventory of the property/evidence room, and a capital inventory. A preliminary review of the police department yielded only minor corrections to policy. A full onsite assessment will be conducted during the first week of November.

Operations

Category	August 2023	August 2022	2023 year to date
Dispatched Calls	247	239	1,867
Arrests	11	13	83
Crash Reports	2	5	34
Traffic Stops	703	339	4,438
Citations	448	162	2,333
Outside LE Agency Assist Reports	4	11	79
	48	58	377

K9

Officer Tyler Smith received notification from Jeriah K9 a male German Shorthair Pointer had been acquired to be the next K9 for the police department. The K9 is undergoing training in San Antonio and Officer Smith will begin training with dog in late September.

Investigations

Category	August 2023	August 2022	2023 year to date
Crimes Against Persons	6	5	29
Property Crime (Thefts, Damage)	13	12	82
Other (Drug or Alch/Missing/Deceased)	29	40	236

Code Enforcement

Violations	Total
Sign Violation	32
Occupancy of Recreational Vehicle	1



Joshua Police Department



Item 1.

Junk/Inoperable Motor Vehicle	1
Overgrown Vegetation/Weeds	4
No Solicitors Permit	1
High Grass & Weeds	2
Delinquent Notice for Trash Service	1
Junk & Debris Nuisance	1
RV Parking Regulations	1
Unapproved Parking Surface	2

Training

Detective Leigh Sosebee and Detective Katie Drambareanu both attended the Crimes Against Children Conference in Dallas. Officer Shawn Martin attended Auto Theft Recognition and Apprehension Training. Sgt. Kristie Session attended ICS 300 and ICS 400 training. Officer Wesley Barger and Officer Shealyn Kellogg both attended ALERRT Level 1 (Active Shooter) Train the Trainer. The entire police department participated in a Self-Aid/Buddy-Aid and a Narcan refresher training.

Community Outreach

Event	Date
Crime Stoppers	August 8 th
JISD Owl Pride Meeting	August 8 th
JISD District Safety and Security Meeting	August 10 th
CT100 Annual Meeting	August 10 th
Homecoming Parade Prep Meeting	August 24 th
Cowboys for Kids Fundraiser	August 26 th



Joshua Fire Department Monthly Activity Report

August 2023

PERSONNEL & RECENT ACTIVITIES

Volunteer hours fell to 412 from 479 in July. Former firefighter Trent Yerigan, one of our first three paid firefighters, is returning to us from Mineral Wells Fire Department. He will begin employment on September 5. The new Tanker is on schedule for completion in October/November. The new Rescue should be completed in September.

EMERGENCY RESPONSE..

JOSHUA FIRE DEPARTMENT EMERGENCY RESPONSE STATISTICS						
YEAR: 2023		MONTH: AUGUST				
CITY INCIDENTS	Au-gust	YTD	COUNTY INCIDENTS	Au-gust	YTD	
Fire, other	1	4	Building Fires	0	3	
Building Fires	0	5	Camper or recreational vehicle	0	1	
Fire in Structure other than Building	0	2	Brush and grass mixture fire	1	2	
Cooking Fire, confined to container	1	4	Grass Fires	0	3	
Trash/Rubbish Fire Contained	0	2	Passenger Vehicle Fire	0	1	
Passenger vehicle fire	1	2	Natural Vegetation Fire	0	1	
Natural Vegetation Fire, Other	0	2	Outside Rubbish Fire	0	3	
Brush or brush and grass mixture	0	2	EMS-Exclude Vehicle acc W/Inj	14	148	
Grass Fires	0	1	MVA with Injuries	1	8	
Outside Rubbish	0	1	MVA no Injuries	2	10	
Outside rubbish, trash or waste fire	0	3	Service Call, Other	0	2	
Cultivated grain or crop fire	0	2	Assist Invalid	7	20	
EMS call OTHER	0	1	Unauthorized Burn	1	3	
EMS - Exclude vehicle acc W/Inj	65	413	Dispatch & Cancelled Enroute	0	12	
MVA with Injuries	0	16	No incident found	1	2	
MVA with No Injuries	5	25	Wrong Location	0	0	
Hazardous Condition, Other	0	2	Auth. controlled burning	0	3	
Gas leak (natural gas or LPG)	4	14	Smoke scare, odor of smoke	0	3	
Chemical spill or leak	0	1	Lightning strike (no fire)	0	1	
Carbon Monoxide Incident	0	1	False Alarm	1	2	
Electrical wiring/equipment problem	0	2	Unauthorized Burn	1	1	
Power Line Down	1	8	TOTAL COUNTY	29	229	
Arcing, shorted electrical equipment	0	1				
Vehicle accident, general clean up	0	2	TOTAL INCIDENTS	146	950	
Service Call, other	0	2				
Lock-out	2	6	Mutual/Auto Aid AUGUST	YTD		
Water problem, other	0	1	MA RECEIVED	6	39	
Animal problem	0	1	AA RECEIVED	1	35	
Animal Rescue	0	3				
Assist PD	1	3				
Public service	0	3	STAFFING	August	YTD	
Assist Invalid	12	59	INADEQUATE	0	0	
Unauthorized Burn	0	3	MISSED CALLS	0	0	

Continued next page

EMERGENCY RESPONSE, Cont..

Good Intent	1	3				
Dispatched/Cancelled	2	35		RESP TIMES	July	August
Wrong Location	0	3		JOSHUA	6:33	5:45
No incident found on arrival	2	4		COUNTY	8:40	10:45
Smoke Scare/Odor of Smoke	1	3				
False alarm or false call, other	2	5		NO-RESP 2nd CALL	AUGUST	YTD
Malicious, mischievous false call	0	1			5	8
Malicious False Alarm	0	1				
Direct Tie to FD, Malicious False Alarm	0	1				
System Malfunction	1	2				
Smoke det activation- malfunction	0	4				
Alarm system due to malfunction	0	3				
Unintentional alarm, other	0	1				
Smoke detector activation, no fire	0	3				
Alarm system activation, no fire-unintentional	0	1				
Severe weather or natural disaster	0	1				
Special type of incident, other	0	1				
Mutual Aid Given	15	52				
TOTAL CITY	117	721				

TRAINING

The department recently submitted an application to the Texas Commission on Fire Protection to become a Training Facility. As a certified training facility the department would instruct Fire Officer and Fire Instructor classes for certification. These classes would be attended by Joshua firefighters and also would be offered to individuals outside the department.

DATE	TOPIC	HOURS	ATTENDANCE
08/01	Survival and Apparatus placement	1.5	2
08/04	Wildland OPS and size-up	1.25	2
08/09	Putting equipment back in-service	2	4
08/15	HazMat	1	2
08/16	Natural gas leak stand-by	3	7
08/16	2022 TCFP Injury Summary	.5	1
08/19	Chainsaw OPS	1	3
08/23	EMS CE Preparatory	3	7
08/30	Department Organization	3.5	13

FIRE MARSHAL'S OFFICE.

FIRE INSPECTIONS

Inspection Result for Inspection Type for Date Range				
InspectionType: All Types Start Date: 08/01/2023 End Date: 08/31/2023				
ID	OCCUPANCY	DATE	INSPECTOR	INSP. RESULTS
Inspection Type: Annual				
JISDSE	Staples Elementary	08/07/2023	Noblitt, Gage	Correction Notice Issued
JISDEE	Elder Elementary	08/07/2023	Noblitt, Gage	Correction Notice Issued
JISDPC	Plum Creek Elementary	08/08/2023	Noblitt, Gage	Correction Notice Issued
JISDNGC	Joshua ISD 9th Grade Campus	08/08/2023	Noblitt, Gage	Correction Notice Issued
NHHS	New Horizon High School	08/08/2023	Noblitt, Gage	Correction Notice Issued
JISDAGB	Joshua ISD AG Building	08/08/2023	Noblitt, Gage	Correction Notice Issued
JISDLB	Joshua School & Public Library	08/09/2023	Noblitt, Gage	Passed
JISDHS	Joshua High School	08/09/2023	Noblitt, Gage	Correction Notice Issued
JISDAA	Glenn R Acker Auditorium	08/09/2023	Noblitt, Gage	Correction Notice Issued
ROTC	ROTC Building	08/09/2023	Noblitt, Gage	Correction Notice Issued
JISDFH	Joshua High Athletic Building and Imapc	08/09/2023	Noblitt, Gage	Correction Notice Issued
JISDOS	JISD Owl Stadium	08/09/2023	Noblitt, Gage	Correction Notice Issued
JISDGG	W.W. and Ethel Galbreath Gymnasium	08/14/2023	Noblitt, Gage	Correction Notice Issued
JISDTECH	Joshua ISD Technology	08/14/2023	Noblitt, Gage	Passed with Comments
JISDAO	JISD Administrative Office	08/14/2023	Noblitt, Gage	Correction Notice Issued
	GT Center Building	08/14/2023	Noblitt, Gage	
JISDSC	Joshua ISD Service Center	08/14/2023	Noblitt, Gage	Passed with Comments
	Jumps Day Care	08/16/2023	Noblitt, Gage	Correction Notice Issued
	Joshua Methodist Church	08/16/2023	Noblitt, Gage	Correction Notice Issued
WF01	United Coop	08/31/2023	Noblitt, Gage	Correction Notice Issued
Total # Inspections for: Annual:				20
Inspection Type: Certificate of Occupancy Inspection				
	Ruff Country Kennels and Grooming	08/08/2023	Noblitt, Gage	Correction Notice Issued
Total # Inspections for: Certificate of Occupancy Inspection:				1
ID	OCCUPANCY	DATE	INSPECTOR	INSP. RESULTS
Inspection Type: Reinspection				
DQ01	Dairy Queen	08/01/2023	Noblitt, Gage	Passed with Comments
	Total Cuts	08/01/2023	Noblitt, Gage	Passed
CICI	Cici's Pizza	08/01/2023	Noblitt, Gage	Correction Notice Issued
Tepito2018	Tortilleria Tepito	08/01/2023	Noblitt, Gage	Correction Notice Issued
SEFD2020	Smiles Express Family Dentistry	08/01/2023	Noblitt, Gage	Passed
	Hickory Tree	08/02/2023	Noblitt, Gage	Passed
Owl21	The Owls Nest Cafe, LLC.	08/02/2023	Noblitt, Gage	Correction Notice Issued
	Main Street Parlor	08/02/2023	Noblitt, Gage	Passed
BH2022	The Brick House Bar & Grill	08/02/2023	Noblitt, Gage	Passed with Comments
LM2020	La Mesa Restaurant	08/02/2023	Noblitt, Gage	Passed
LI22	Loveless Insurance Agency, LLC	08/03/2023	Noblitt, Gage	Correction Notice Issued
WWS22	Wildflowers Wellness Spa	08/03/2023	Noblitt, Gage	Passed
UJ22	Universetsea of Joshua	08/03/2023	Noblitt, Gage	Passed
GMD01	Good Morning Donuts	08/04/2023	Noblitt, Gage	Correction Notice Issued
SWEETB	Sweet B Donuts	08/04/2023	Noblitt, Gage	Correction Notice Issued
FD#6469	Family Dollar #6469	08/04/2023	Noblitt, Gage	Passed
TF01	La Gringa	08/15/2023	Noblitt, Gage	Passed with Comments
URC01	True Life Church	08/15/2023	Noblitt, Gage	Passed
JBA2016	Joshua Baseball Fields (JBA)	08/16/2023	Noblitt, Gage	Correction Notice Issued
	Kelly's daiquiris and more	08/17/2023	Noblitt, Gage	No action been done
NI01	Napoli's Italian	08/17/2023	Noblitt, Gage	Passed with Comments
GMD01	Good Morning Donuts	08/18/2023	Noblitt, Gage	Passed with Comments
SWEETB	Sweet B Donuts	08/18/2023	Noblitt, Gage	Passed with Comments
	Ruff Country Kennels and Grooming	08/28/2023	Noblitt, Gage	Passed
CICI	Cici's Pizza	08/28/2023	Noblitt, Gage	Passed
Tepito2018	Tortilleria Tepito	08/28/2023	Noblitt, Gage	Passed
JSNOW	Joshua Snowball	08/30/2023	Noblitt, Gage	Passed
Total # Inspections for: Reinspection:				27
TOTAL # INSPECTIONS:				48

Continued next page

INCIDENT INVESTIGATIONS

INCIDENT RESPONSE

The Fire Marshal's Office is responsible for investigating fires that occur within the city limits of Joshua as well as investigating Fire Alarm activations. In August the Fire Marshal's Office responded alongside Joshua Fire Department to the listed incidents.

1006 Joshua Station Blvd.

08/07/2023 18:27:35 Dispatched as a structure fire. Upon arrival of crews, it was found to be a cooking fire that was confined to the cooking appliance. The fire was out upon arrival of fire crews. Fire Marshal documented the scene by photograph. No further investigation was needed.

467 Arrowhead Rd.

08/09/2023 11:57:56 Dispatched as grass fire. Fire Marshal assisted fire crews in a county portion of our fire district with UAS (drone) support. This area was heavy brush and the fire area was difficult to see from the ground. The UAS was utilized to verify forward progression of the fire had been stopped and all hot spots were mopped up.

601 S Broadway St.

08/16/2023 09:35:08 Dispatched as a vehicle fire. Fire crews arrived on scene and the fire had been extinguished. Fire Marshal arrived and documented the vehicle, fire damage was confined to the engine compartment.

531 Cooper Ln

08/23/2023 13:07:33 Dispatched as a structure fire. Fire Crews arrived on scene and found nothing showing. Upon investigation it was found to be a wifi router in the closet. Fire Marshal documented the scene and the equipment involved. It appears that the Router was placed in the closet with other materials, it is believed that the router did not have adequate air flow and began overheating igniting itself. Occupant extinguished the fire before fire crews arrived.

107 Lakeaire Dr.

08/28/2023 00:02:13 Dispatched as a structure fire. Fire Crews arrived on scene and found nothing showing. Occupants stated that there was smoke coming from the vent in their bathroom. Fire crews attempted to locate the source of the smoke. They were unable to locate the source or duplicate the conditions. No further investigation was needed.

City of Joshua
Municipal Court Council Report
From 8/1/2023 to 8/31/2023

9/5/2023 1:

Item 3.

Violations by Type

Traffic	Penal	City Ordinance	Parking	Other	Total
437	2	4	0	5	448

Financial

State Fees	Court Costs	Fines	Tech Fund	Building Security	Total
\$27,792.86	\$8,904.10	\$18,080.70	\$1,193.88	\$1,454.86	\$57,426.40

Warrants

Issued	Served	Closed	Total
0	0	150	150

FTAs/VPTAs

FTAs	VPTAs	Total
0	0	0

Dispositions

Paid	Non-Cash Credit	Dismissed	Driver Safety	Deferred	Total
141	0	352	41	52	586

Trials & Hearings

Jury	Bench	Appeal	Total
0	0	0	0

Omni/Scofflaw/Collection

Omni	Scofflaw	Collections	Total
86	0	86	172

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

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

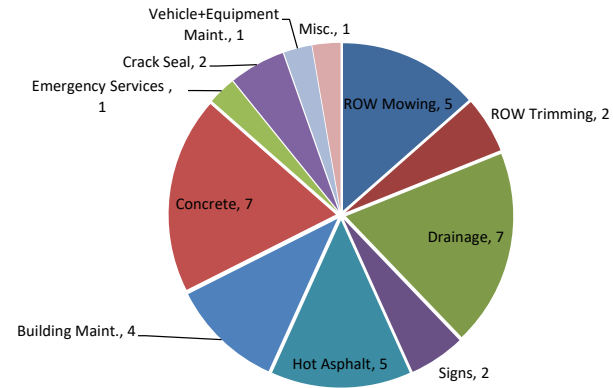
Grounds Maintenance	City Park	Baseball Complex	City Facilities	Entry Way Signs	Activity	Total
Mowing	44	30	23		Mowing	97
Weed Eating, Edging, Blowing	20	13	8		Weed Eating, Edging, Blowing	41
Hedge & Tree Trimming					Hedge & Tree Trimming	
Flower Beds/Landscaping					Flower Beds/Landscaping	
Fertilizing/Over Seeding					Fertilizing/Over Seeding	
Irrigation					Irrigation	
Trash Removal	25		10		Trash Removal	35
Field Maintenance	Field One	Field Two	Field Three		Field Mowing	30
Mowing	10	10	10		Field Weed Eating	9
Weed Eating	3	3	3		Infield Edging	24
Infield Edging	9	9	6		Striping	
Striping					Infield Draging	
Infield Draging					Infield Repair	
Infield Repair					Fertilizing/Over Seeding	5
Fertilizing/Over Seeding	5				Infield Watering	54
Infield Watering	20	17	17		Trash Removal	
Trash Removal					Custodail Duties	30
Building Maintenance	City Park	Baseball Complex	City Facilities		General Repairs	
Custodail Duties	20	10			Toddler Playground	
General Repairs					Equipment Maintenance	
Toddler Playground					Special Events	
Equipment Maintenance					Remodeling	
Special Events					Total Man Hours	325
Remodeling						

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

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

Chart reflects one per daily occurrence

ROW Mowing	5
ROW Trimming	2
Drainage	7
Signs	2
Hot Asphalt	5
Pot hole	0
Building Maint.	4
Concrete	7
Emergency Services	1
Crack Seal	2
Safety Meeting/Classes	0
Supporting other Dept.	0
Vehicle+Equipment Maint.	1
Misc.	1



Building Inspection Report

AUGUST	2023	2022	YTD 2023	YTD 2022
Building	59	77	436	494
Electrical	66	56	307	324
Plumbing	70	54	397	240
Mechanical	16	28	125	95
Re-Inspections	20	47	212	223
Certificate of Occupancy	2	4	11	21
Certificate of Occupancy Re-Inspection	1	1	11	7
<i>Total # of Inspections</i>	234	267	1499	1404
Plan Review	52	31	146	115

Building Permit Report

AUGUST	2023	2022	YTD 2023	YTD 2022
Building	81	28	245	188
Electrical	41	12	133	143
Plumbing	37	8	130	104
Mechanical	37	4	98	68
Permanent Sign	0	2	5	13
Temporary Sign	1	0	15	14
Certificate of Occupancy	2	2	12	20
Swimming Pool	1	2	3	15
Sprinkler System	23	2	63	50
Solicitor	0	0	13	3
Contractor Registration	38	31	212	162
MHP Registration	0	0	3	1
Total # of Permits	261	91	932	781

Montly Shelter Statistics 2022-2023

Stats (2023)	Live Release Rate*	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	
October	100%	165	0	60	350	15	11	0	0	0	0	
November	100%	192	0	95	365	23	6	0	0	0	0	
December	98%	159	2.5	70	467	24	5	0	0	0	0	
January	100%	168	0	36	436	25	1	2	0	0	0	
February	96%	150	0	36	498	22	7	0	0	0	0	
March	91%	212	5.5	86	512	13	1	0	0	0	0	
April	96%	221	5	105	401	22	6	3	0	0	0	
May	95%	229	6	166	532	38	1	1	0	0	0	
June	82%	222	16	90	652	32	7	1	1	0	0	
July	75%	208	45	212	510	28	2	4	1	0	0	
August	81%	293	67	118	437	39	8	2	0	2	1	
September	#DIV/0!						0					
Annual Total		2219	147	1074	5160	281	55	13	2	2	1	
Annual Average		201.7272727	13.36363636	97.63636364	469.0909091	25.54545455	4.583333333	1.181818182	0.181818182	0.181818182	0.090909091	
2022												
October	100%						23					
November	100%						11					
December	100%						5					
January	100%						1					
February	100%						7					
March	100%						1					
April	100%						6					
May	100%						16					
June	100%						22					
July	100%						7					
August	100%						7					
September	100%						4					
Total							106					
Average							9					

Patrol Hours

Patrol Month	Officers		
	H. Braymer	A. Timmons	K. Gelsthorpe
October			
November	0	0	0
December	0	0	0
January	0	3	4
February	0	0	0
March	0	2	2
April	0	3	3
May	0	0	4
June	1	1	3
July	2	2	2
August	3	2	3
September			
Annual Total	6	13	21
Annual Average	0.6	1.3	2.1
Year Prior			
October			
November			
December			
January			
February			
March			
April			
May			
June			
July			
August			
September			
Annual Total			
Annual Average			

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

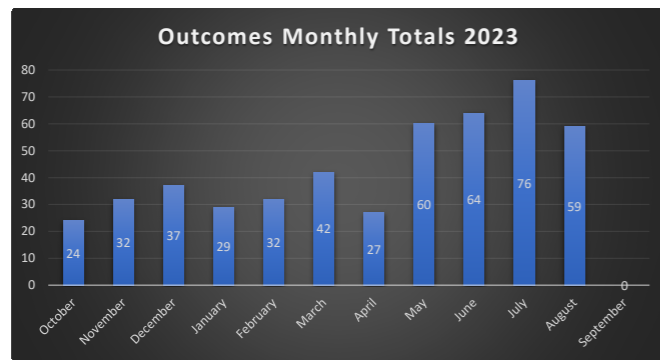
Calls & Citations

ACO Statistics	Field Cases by Officer				Actions Taken by Officer					Citation Breakdown																
	Total Calls (PetPoint)	Total Calls (Field Call Logs)	H. Braymer	A. Timmons	K. Gelsthorpe	Total Cases	Warnings Written	Citations Issued	Barking	RV Proof	RV Tag	No City Registration	Failure to Sterilize	At Large	Animal in Vehicle	Animal Sales	Cruelty	Over Limit	Food/H2O/Shelter/Vet	Quarantine	Dangerous Dog	Interference	Tethering	Defecation on Public/Private Property		
October	15	0	0	0	14	15	4	4	0	0	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	
November	10	0	0	0	7	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
December	23	0	0	7	16	23	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
January	17	0	0	15	17	17	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
February	20	0	2	18	20	20	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
March	40	0	3	17	40	40	2	33	0	14	0	0	14	3	0	0	0	2	0	0	0	0	0	0	0	
April	33	0	9	11	33	33	0	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
May	13	0	1	12	35	35	0	4	0	2	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	
June	22	0	0	22	22	22	3	4	0	0	0	0	0	2	0	0	0	2	0	0	0	0	0	0	0	
July	76	1	19	1	15	76	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
August	41	0	15	9	17	41	1	3	0	0	0	0	0	0	0	0	0	0	0	0	3	0	0	0	0	
September	0					0																				
Annual Total								64	0	16	1	1	15	8	0	0	4	0	0	3	0	0	0	0	0	
Annual Average								5.82	0.00	1.45	0.09	0.09	1.36	0.73	0.00	0.00	0.36	0.00	0.00	0.27	0.00	0.00	0.00	0.00	0.00	
Year Prior (2022)																										
October						0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
November						0		20	0	10	0	2	8	0	0	0	0	0	0	0	0	0	0	0	0	0
December						0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
January						0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
February						0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
March						0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
April						0		26	0	12	1	0	11	1	0	0	0	0	0	0	0	0	0	0	0	1
May						0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
June						0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
July						0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
August						0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
September						0		5	0	0	4	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0
Annual Total								51	0	22	5	2	19	1	0	0	0	0	0	1	0	0	0	0	1	1
Annual Average								5.82	0.00	1.83	0.42	0.17	1.58	0.08	0.00	0.00	0.00	0.00	0.00	0.08	0.00	0.00	0.00	0.00	0.08	0.08

Outcome Statistics

2023 Animal Outcome	Outcome by Species						Outcome by Type								Offsite Adoption Events		Transfer Out (Rescue) by Species					Adoptions by Species					
	Outcome Total	Cat	Dog	Feral Cat	Other	Wildlife	Total Intake	Adoption	Died/DOA	Euthanasia	Return to Owner	Transfer Out	Wildlife	Returned in the Field	Total Outcome by Type	Total Events	Total Adoptions	Cat	Dog	Other	Check (Transfer Out)	Barn Cat	Cat	Dog	Other	Total Adoptions	
October	24	10	14	0	0	0	24	15	0	2	5	2	0	0	24	1	3	0	2	0	2	0	0	9	6	0	15
November	32	17	15	0	0	0	32	23	0	0	5	4	0	0	32	1	5	3	1	0	4	0	14	9	0	23	
December	37	11	26	0	0	0	37	23	0	1	9	4	0	0	37	1	5	2	2	0	4	0	8	15	0	23	
January	29	10	19	0	0	0	29	24	1	0	2	2	0	0	29	0	0	0	1	0	1	0	9	15	0	24	
February	32	12	20	0	0	0	32	26	0	1	4	1	0	0	32	0	0	0	0	0	0	0	12	14	0	26	
March	42	15	27	0	0	0	42	17	0	4	10	11	0	0	42	0	0	8	3	0	11	0	5	12	0	17	
April	27	7	18	2	0	0	27	16	0	1	6	4	0	0	27	1	9	4	0	0	4	0	5	11	0	16	
May	60	33	27	0	0	0	60	36	0	3	9	12	0	0	60	0	0	0	0	0	0	0	24	12	0	36	
June	64	37	26	1	0	0	64	32	1	16	5	10	0	0	64	0	0	4	6	0	10	0	21	11	0	32	
July	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	
August	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	
September	0						0								0						0					0	
Annual Total	482	232	244	3	1	2	482	280	8	54	71	69	0	0		4	22	38	17	0	55	0	144	136	0	280	
Annual Average	40	21	22	0	0	0	43.81818	25.45454545	1	5	6	6	0	0		0	2	3	1	0	5	0	13	12	0	23	
2022 Year Prior																											0
October	43	30	13	0	0	0	43	25	0	2	9	11	0	0	43									19	6	0	25
November	24	10	14	0	0	0	24	16	1	3	0	4	0	0	24									5	11	0	16
December	29	16	10	0	0	0	29	13	0	1	3	13	0	0	29									9	4	0	13
January	16	4	12	0	0	0	16	3	0	1	5	7	0	0	16									0	3	0	3
February	16	5	11	0	0	0	16	8	0	1	4	3	0	0	16									2	6	0	8
March	37	18	19	0	0	0	37	13	1	5	4	14	0	0	37									4	9	0	13
April	16	5	11	0	0	0	16	7	0	1	1	7	0	0	16									2	5	0	7
May	31	15	16	0	0	0	31	17	5	1	4	4	0	0	31									10	7	0	17
June	65	46	19	0	0	0	65	20	2	14	5	24	0	0	65									9	11	0	20
July	45	16	29	0	0	0	45	29	0	7	10	4	0	0	45									11	18	0	29
August	36	10	26	0	0	0	36	15	0	0	4	0	0	0	36									7	17	0	24
September	36	14	22	0	0	0	36	20	0	1	6	9	0	0	36									11	9	0	20
Annual Total	394	192	202	0	0	0	394	186	9	31	51	100	0	0										89	106	0	195
Annual Average	33	16	17	0	0	0	33	16	1	3	4	8	0	0										7	9	0	16.25

RTO in field is located on Officer



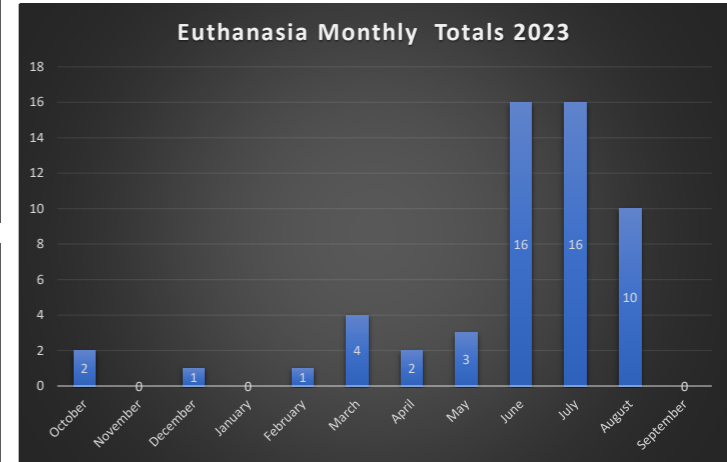
Intake Statistics

2023 Animal Intake	Intake by Species										Intake by Type										Adoption Return by Species				
	Total Intake	Cat	Dog	Feral Cat	Other	Wildlife	Intake Total	Deceased on Arrival (DOA)	Owner Surrender	Return (Adoption)	Public Drop Off (stray)	Coalition Partner	ACO/Pickup / Drop Off/Abandoned (stray)	Police Pickup / Drop Off (stray)	Seized/Custody	Born in Care (stray)	Service In (Shelter Quarantine)	Home/Vet Quarantine	Transfer In (rescue/Shelter)	Wildlife	Total Quarantined	Total Intake	Cat	Dog	Total Returned
October	33	18	15	0	0	0	33	0	11	1	13	0	7	1	0	0	0	0	0	0	0	33	1	0	1
November	27	7	20	0	0	0	27	0	6	1	11	0	8	1	0	0	0	0	0	0	0	27	0	1	1
December	42	8	34	0	0	0	42	0	5	1	6	0	13	7	0	10	0	0	0	0	0	42	0	2	2
January	22	9	13	0	0	0	22	0	1	2	7	0	3	9	0	0	0	0	0	0	0	22	1	1	2
February	24	11	13	0	0	0	24	0	7	4	6	0	7	0	0	0	0	0	0	0	0	24	0	4	4
March	43	17	26	0	0	0	43	0	1	1	15	0	16	2	0	0	0	0	8	0	0	43	0	1	1
April	47	15	30	2	0	0	47	0	6	2	27	0	3	7	0	0	1	0	1	0	0	47	1	1	2
May	57	39	18	0	0	0	57	0	1	1	31	0	18	2	0	4	0	0	0	0	0	57	0	1	1
June	90	54	35	1	0	0	90	0	7	4	35	0	37	4	0	0	3	0	0	0	0	90	2	2	4
July	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	0	52	2	1	3
September	0						0															0			0
Annual Total	500	242	252	3	1	2	500	0	55	20	195	6	154	39	1	14	4	0	9	2	4	503	7	14	21
Annual Average	45.45455	22	23	0	0	0	42	0	5	2	18	1	14	4	0	1	0	0	1	0	0	1	1	1	1.909091
2022 Year Prior																									
October	42	28	14	0	0	0	42	0	21	0	0	0	0	0	0	0	0	0	0	0	0	37	28	14	42
November	28	15	13	0	0	0	28	0	12	0	0	0	0	0	0	0	0	0	0	0	0	28	15	13	28
December	13	3	10	0	0	0	13	0	4	0	0	0	0	0	0	0	0	0	0	0	0	13	3	10	13
January	15	6	9	0	0	0	15	0	5	0	0	0	0	0	0	0	0	0	0	0	0	15	6	9	15
February	17	5	12	0	0	0	17	0	5	0	0	0	0	0	0	0	1	0	0	0	0	17	5	12	17
March	36	17	19	0	0	0	36	0	8	2	0	0	0	0	1	0	0	0	0	0	0	36	17	19	36
April	13	6	7	0	0	0	13	0	3	1	0	0	0	0	0	0	0	0	0	0	0	13	6	7	13
May	60	37	23	0	0	0	60	0	17	4	0	0	0	0	0	0	0	0	2	0	0	60	37	23	60
June	68	44	24	0	0	0	68	0	25	2	0	0	0	0	0	0	0	0	0	0	0	68	44	24	68
July	35	8	27	0	0	0	35	0	8	6	0	0	0	0	0	0	0	0	1	0	0	35	8	27	35
August	34	10	24	0	0	0	34	0	5	3	0	0	0	0	0	0	0	0	0	0	0	34	10	24	34
September	30	13	17	0	0	0	30	0	4	2	0	0	0	0	0	0	0	0	5	0	0	30	13	17	30
Annual Total	391	192	199	0	0	0	391	0	117	20	0	0	0	0	1	0	1	0	10	0	1	386	192	199	
Annual Average	33	16	17	0	0	0	33	0	10	2	0	0	0	0	0	0	0	0	1	0	0	32	16	17	



Euthanasia Statistics

2023 Outcome Euthanasia	Euthanasia by Species						Euthanasia Reason											
	Total Euthanized	Cat	Dog	Feral Cat	Other	Wildlife	Total	Age	Aggression	Behavior	Feral	Injured	Medical	Rabies Suspect	Sick	Space	Wildlife	Total
October	2	1	1	0	0	0	2	0	0	1	1	0	0	0	0	0	0	2
November	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
December	1	1	0	0	0	0	1	0	0	0	0	0	0	0	1	0	0	1
January	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
February	1	0	1	0	0	0	1	0	1	0	0	0	0	0	0	0	0	1
March	4	2	2	0	0	0	4	0	2	0	0	1	0	0	1	0	0	4
April	2	1	1	0	0	0	2	0	0	0	0	2	0	0	0	0	0	2
May	3	0	3	0	0	0	3	0	3	0	0	0	0	0	0	0	0	3
June	16	10	4	2	0	0	16	0	6	0	2	2	6	0	0	0	0	16
July	16	13	1	0	1	1	16	0	0	0	0	1	2	0	11	0	2	16
August	10	6	3	1	0	0	10	0	3	0	1	0	2	0	4	0	0	10
September	0						0											0
Annual Total	55	34	16	3	1	1	55	0	15	0	3	6	10	0	17	0	2	53
Annual Average	4.583333333	3.1	1.4545455	0.27273	0.09	0.0909	5	0	1	0	0	1	1	0	2	0	0	5
2022 Year Prior																		
October	2	2	0	0	0	0	2	0	0	0	2	0	0	0	0	0	0	2
November	3	2	1	0	0	0	3	0	2	0	1	0	0	0	0	0	0	3
December	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
January	1	1	0	0	0	0	1	0	0	0	0	1	0	0	0	0	0	1
February	1	1	0	0	0	0	1	0	0	0	0	1	0	0	0	0	0	1
March	5	4	1	0	0	0	5	0	1	0	1	0	0	0	0	0	0	2
April	1	1	0	0	0	0	1	0	0	0	0	1	0	0	0	0	0	1
May	1	1	0	0	0	0	1	0	0	0	0	1	0	0	0	0	0	1
June	14	12	2	0	0	0	14	0	2	0	7	2	3	0	0	0	0	14
July	2	2	0	0	0	0	2	0	0	0	2	0	0	0	0	0	0	2
August	2	2	0	0	0	0	2	0	0	0	2	0	0	0	0	0	0	2
September	1	1	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	1
Annual Total	33	29	4	0	0	0		1	5	0	15	6	3	0	0	0	0	0
Annual Average	3	2	0	0	0	0		0	0	0	1	1	0	0	0	0	0	0



Revenue

2023 Revenue	Revenue Breakdown																	Donation - Sponsorship Breakdown				
	Total Revenue	Adoptions	City Licenses	Surrenders	Microchips	Reclaim Fees	Quarantine Fees	Rabies Vouchers	Vaccinations	Impound Fees	Donations/ Other	Permit Applications	Permit Fees	Sterilization Vouchers	Scientific Research	Trap Rentals	Trap Service	Refunds	Sponsorship Total	Adoption Sponsor	Cat Cage	Dog Kennel
October	\$ 1,042.00	\$ 195.00	\$ -	\$ 40.00	\$ 300.00	\$ 135.00	\$ -	\$ 60.00	\$ -	\$ -	\$ 312.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
November	\$ 1,115.00	\$ 380.00	\$ -	\$ -	\$ 450.00	\$ -	\$ -	\$ 160.00	\$ -	\$ -	\$ 125.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
December	\$ 1,330.00	\$ 645.00	\$ -	\$ -	\$ 440.00	\$ 60.00	\$ -	\$ 80.00	\$ -	\$ -	\$ 105.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
January	\$ 2,085.00	\$ 650.00	\$ -	\$ 20.00	\$ 360.00	\$ 25.00	\$ -	\$ 100.00	\$ 830.00	\$ -	\$ 25.00	\$ -	\$ -	\$ 75.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
February	\$ 1,450.00	\$ 285.00	\$ -	\$ 55.00	\$ 320.00	\$ 15.00	\$ -	\$ 90.00	\$ 585.00	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
March	\$ 1,187.00	\$ 250.00	\$ -	\$ -	\$ 187.00	\$ 85.00	\$ -	\$ 80.00	\$ 285.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
April	\$ 1,472.00	\$ 280.00	\$ -	\$ -	\$ 307.00	\$ -	\$ 200.00	\$ 30.00	\$ 615.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
May	\$ 1,538.50	\$ 445.00	\$ -	\$ -	\$ 406.00	\$ -	\$ -	\$ 210.00	\$ 395.00	\$ -	\$ 25.00	\$ -	\$ -	\$ 57.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
June	\$ 1,790.00	\$ 235.00	\$ -	\$ -	\$ 316.00	\$ 75.00	\$ 500.00	\$ 225.00	\$ 319.00	\$ -	\$ -	\$ -	\$ -	\$ 120.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
July	\$ 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	\$ -																				\$ -	\$ -
Annual Total	\$ 15,646.50	\$ 3,830.50	\$ -	\$ 115.00	\$ 3,569.00	\$ 505.00	\$ 1,200.00	\$ 1,260.00	\$ 3,462.50	\$ -	\$ 1,337.00	\$ -	\$ -	\$ 327.50		\$ 40.00	\$ -	\$ -				
Annual Average	\$ 1,303.88	\$ 348.23	\$ -	\$ 10.45	\$ 324.45	\$ 45.91	\$ 109.09	\$ 114.55	\$ 314.77	\$ -	\$ 121.55	\$ -	\$ -	\$ 29.77		\$ 3.64	\$ -	\$ -				
2022 Year Prior																						
October	\$ 1,585.00	\$ 430.00	\$ 25.00	\$ 110.00	\$ 725.00	\$ 30.00	\$ -	\$ 240.00	\$ -	\$ -	\$ 25.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
November	\$ 795.00	\$ 325.00	\$ 10.00	\$ -	\$ 340.00	\$ -	\$ -	\$ 120.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
December	\$ 1,870.00	\$ 280.00	\$ 5.00	\$ 40.00	\$ 340.00	\$ -	\$ -	\$ 110.00	\$ -	\$ -	\$ 1,095.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
January	\$ 225.00	\$ 50.00	\$ 15.00	\$ 40.00	\$ 80.00	\$ -	\$ -	\$ 40.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
February	\$ 515.00	\$ 145.00	\$ 10.00	\$ -	\$ 140.00	\$ -	\$ 140.00	\$ 80.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
March	\$ 670.00	\$ 260.00	\$ 45.00	\$ -	\$ 220.00	\$ 30.00	\$ -	\$ 115.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
April	\$ 660.00	\$ 165.00	\$ 35.00	\$ 20.00	\$ 160.00	\$ -	\$ -	\$ 60.00	\$ -	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ 120.00	\$ -	\$ -	\$ -	\$ -			
May	\$ 1,010.00	\$ 315.00	\$ 20.00	\$ 120.00	\$ 320.00	\$ 75.00	\$ -	\$ 160.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
June	\$ 1,475.00	\$ 345.00	\$ 80.00	\$ 215.00	\$ 380.00	\$ 25.00	\$ 150.00	\$ 180.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100.00	\$ -	\$ -	\$ -			
July	\$ 1,190.00	\$ 420.00	\$ 55.00	\$ 80.00	\$ 400.00	\$ 45.00	\$ -	\$ 190.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
August	\$ 1,751.72	\$ 515.00	\$ 5.00	\$ 40.00	\$ 460.00	\$ 120.00	\$ 200.00	\$ 130.00	\$ -	\$ -	\$ 281.72	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
September	\$ 525.00	\$ 140.00	\$ -	\$ 40.00	\$ 140.00	\$ 90.00	\$ -	\$ 40.00	\$ -	\$ -	\$ 75.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Annual Total	\$ 12,271.72	\$ 3,390.00	\$ 305.00	\$ 705.00	\$ 3,705.00	\$ 415.00	\$ 490.00	\$ 1,465.00	\$ -	\$ -	\$ 1,576.72	\$ -	\$ -	\$ -	\$ 120.00	\$ 100.00	\$ -	\$ -				
Annual Average	\$ 1,022.64	\$ 282.50	\$ 25.42	\$ 58.75	\$ 308.75	\$ 34.58	\$ 44.55	\$ 122.08	\$ -	\$ -	\$ 131.39	\$ -	\$ -	\$ -	\$ 10.00	\$ 8.33	\$ -	\$ -				



City Secretary's Office

Monthly Report

August 2023

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

Meeting Updates:

The August 2023 City Council and all boards agendas prepared, certified, published, and processed.

City Secretary attended the following meetings: Meeting Minutes prepared and approved:

August 17, 2023 City Council Special Meeting
 August 14, 2023 Type A EDC Meeting
 August 14, 2023 Type B EDC Meeting
 August 17, 2023 City Council Meeting

Type A EDC- July 18, 2023
 Type B EDC- July 18, 2023
 City Council- July 20, 2023

Liens

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

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

Special Projects:

At the request of the city manager, the City Secretary's Office did some research on the Gas Well Permits issued by another department. While researching, I noticed that the invoices previously sent out was incorrect. After gaining permission from the city manager, I issued revised invoices from 2023. The invoices was in the a amount of \$7,000 that is owed to the city. **Update:** \$5500 has been paid, one invoice is pending.

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

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

City Park-

City Secretary is working with a park designer/owner of park equipment business. Working with him, he has designed three different designs to totally revamp the park. The designs was presented to the parks board in November. The financial information and options will be presented to the parks board in March and the goal is for approval of design in March.- Type B/Parks Board approved the design and has approved the amount up to \$1,300,000. In May, the City Council approved the project.

The Type B EDC/Parks Board is authorized to move forward with the project after July 10, 2023.

In July, a resolution will be presented to start the CO procedure. If approved, the sale would be approved on September 21st and the money would be received on October 18th.

Once the company receives our official order, they will order the equipment right away. Playground Equipment and Shade Structures are shipping in approximately 12-14 weeks.

It would be recommended to begin the clearing process for the surfacing and equipment around the same 12 week time frame to avoid playground downtime. Once the playground structure company receives notice of the equipment arrival, they will reach out and begin the planning process to schedule a time to begin installation.

It will take approximately 4 weeks to install the park equipment, weather permitting. This does not include the splash pad. The colors of the structures will be presented to the Type B/Parks Board. Immediately after, the order will take place.

Update: The park equipment has been ordered and the splash pad companies are currently scheduling the upgrades and flooring.

In September, a resolution and ordinance will be presented to the city council for approval regarding the Certificate of Obligation.

Audio/Video for Council Chambers: The City Secretary contacted a company who is experienced working with council chambers had reviewed and made recommendations. The city manager has approved the upgrades. Everything has been ordered. Upgrades will be made as soon as all items are delivered.

Laserfiche- <https://icc-cds.com/laserfiche/>

The City Secretary's Office is working with Laserfiche. Laserfiche - Records Management is a collection of critical records management features to ensure we remain in compliance with records-keeping requirements. Using pre-defined rules, retention policies can be established to be automatically applied to a document on capture. Notifications can be set to alert the City Secretary when a file, document or record needs to be archived or deleted. An audit log runs as a unified timeline to show all relevant retention information for a single record in one place.

In addition to the basic functionality, Laserfiche delivers a number of innovative features. These features can extend what is possible. Just to name a few:

- Laserfiche Workflow is a business process automation tool. It is built into Laserfiche so an organization can use automatic document classification, organizing, routing, and archiving.
- Laserfiche Forms is just what it sounds like, a digital form creation tool. Forms are integrated with Laserfiche so an organization can create interactive, customizable digital forms to support complex processes that require routing and approvals. Laserfiche Forms can even run on a website portal to serve those outside of city staff.
- Laserfiche for the first year will be used to receive and manage the City's documents. Once each department is comfortable with it, staff will move into more complex tasks.
- **UPDATE:** The City Secretary's Office is working with all departments regarding what files they have, what the state retention schedule is for each document, and setting up a electronic folder structure. The goal is to be active in August. Update: The training for the department liaisons will be held on September 19, 2023.

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

Brookshires- Permit Issued

Family Dollar Store- Permit Issued

Napoli Pasta- Permit Issued

Kelly's Daiquiri- Permit Issued

Dollar General Store- Permit Issued

7-Eleven- Permit Issued

Joshua Food Mart- Permit Issued

Hickory Tree- Permit Issued

Valero Quick Mart- Permit Issued

Three Rivers Coffee Co.- Permit Issued

The Brick House Grill- Permit Issued

Al's Crossroads- Permit Issued

Brookshires- Permit Issued

Valero Corner Store- Permit Issued

Kimberly's- Not currently selling

Kulsums Mart-Permit Issued

La Mesa- Permit Issued

Public Information Request

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

Item 8.

Requested Date	Requestor	Documents	Date Released	AG Letter	Cost	Notes
8/1/2023	"Good Citizen"	Police Records		AG	0	Attorney General letter sent on 8/3/23
8/1/2023	Parrott, Chris	B3 DS Records	8/2/2023	NA	0	emailed
8/2/2023	Parrott, Chris	DS Records	8/9/2023	NA	0	emailed
8/2/2023	Morehead, Ethel	Police Records	8/2/2023	NA	0	no documents
8/3/2023	Robertson, Eric	Police Records	8/7/2023	NA	0	canceled
8/4/2023	Gargiulo, Lynn	Police Records	8/7/2023	NA	0	emailed
8/6/2023	Bartholomew, Carole	DS Records	8/9/2023	NA	0	emailed
8/7/2023	Perkins, Jozie	Police Records	8/15/2023	NA	2.9	emailed
8/8/2023	Shaw, Dominique	Fire Records	8/15/2023	NA	0	emailed
8/9/2023	Viera, William	CS Records	8/17/2023	NA	0	emailed
8/9/2023	Christensen, Jamie	Police Records	8/9/2023	NA	0	no documents
8/10/2023	Morehead, Ethel	Police Records	8/11/2023	NA	0	emailed
8/10/2023	Morehead, Ethel	Police Records	8/11/2023	NA	0	emailed
8/10/2023	Armstrong, Kathy	Police Records	8/10/2023	NA	0	emailed
8/11/2023	Chung, Eric	HR Records	8/15/2023	NA	0	emailed
8/11/2023	Morehead, Ethel	Police Records	8/11/2023	NA	6	picked up
8/11/2023	Bohmer, Lily	Police Records	8/11/2023	NA	0	emailed
8/11/2023	Bohmer, Lily	Police Records	8/11/2023	NA	6	picked up
8/11/2023	Stone, Patricia	Police Records	8/15/2023	NA	0	emailed
8/14/2023	LexisNexis	Police Records	8/16/2023	NA	6	mailed
8/14/2023	LexisNexis	Police Records	8/16/2023	NA	0	mailed
8/14/2023	LexisNexis	Police Records	8/16/2023	NA	0	mailed
8/15/2023	Joe Cardenas	Police Records	8/15/2023	NA	0	emailed
8/15/2023	Samantha Sullivan	Police Records	8/17/2023	NA	0	emailed
8/15/2023	Larissa Ramos	Police Records	8/16/2023	NA	0	emailed
8/16/2023	Metropolitan Reporting Bureau	Police Records	8/17/2023	NA	0	mailed
8/16/2023	Metropolitan Reporting Bureau	Police Records	8/17/2023	NA	0	mailed
8/17/2023	Janine Rugas	DS Records	8/17/2023	NA	0	emailed
8/18/2023	LexisNexis	Police Records	8/18/2023	NA	0	mailed
8/18/2023	LexisNexis	Police Records	8/18/2023	NA	0	mailed
8/18/2023	LexisNexis	Police Records	8/18/2023	NA	0	mailed
8/21/2023	Diann Brotzman	Police Records	8/21/2023	NA	0	emailed
8/21/2023	Archie Smith	Code Enforcement R	8/21/2023	NA	0	no documents
8/21/2023	Matt Burnett	DS Records				clarification letter sent
8/22/2023	Joane Brown	Police Records	8/23/2023	NA	0	emailed
8/22/2023	Craig Hinkle	PW Records	8/22/2023	NA	0	emailed
8/22/2023	Shirley Flowers	Fire Dept Records	8/23/2023	NA	0	no documents
8/23/2023	James Hannigan	Police Records	8/23/2023	NA	0	no documents
8/23/2023	Shirley Flowers	Fire Dept Records	8/23/2023	NA	0	picked up
8/23/2023	Tyler Villanueva	Police Records	8/23/2023	NA	0	no documents
8/24/2023	Courtney Rich	Police Records	9/5/2023	NA	0	emailed
8/28/2023	Frank Lopez	Code Enforcement R	8/28/2023	NA	0	no documents
8/30/2023	Jana Shaw	Fire Records	8/31/2023	NA	0	emailed
8/31/2023	LexisNexis	Police Records	8/31/2023	NA	0	mailed
8/31/2023	LexisNexis	Police Records	8/31/2023	NA	0	mailed

Training / Certifications

City Secretary currently holds the following certifications:

- Texas Municipal Clerk Association: Texas Registered Municipal Clerk **(3-5 Year Program to get certified)**
- International Institute of Municipal Clerk: Certified Municipal Clerk **(2 year program after TRMA)**
- International Institute of Municipal Clerk: Master Municipal Clerk **(2 year program after the CMC Certification)**
- International Institute of Municipal Clerk: Education PLUS Program (EPP). Currently working with IIMC. **(2 year program, must hold MMC (see above)**
- International Institute of Municipal Clerk: Athenian Leadership Fellow
- University of North Texas: Paralegal

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

City Secretary Memberships

1. Texas Municipal Clerks Association- Board Trustee-will be sworn in during the business meeting in October 2023.
2. President of the North Texas Municipal Clerks Association
3. Texas Municipal Clerks Association
4. YMCA Board Chair and Fundraiser Committee Leader
5. International Municipal Clerks Association
6. Clerks for Christ

Assistant to the City Secretary

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

City Secretary and Assistant to the City Secretary

With the new Laserfiche Software, the City Secretary and the Assistant to the City Secretary are the Laserfiche administrators for all the departments. Both will soon begin working on the Laserfiche Certification(s). The certification program is designed to provide working knowledge of installing, configuring and managing Laserfiche.

Program Benefits:

- Learn how to automate e-forms, business processes and reporting tools
- Maximize the value of your Laserfiche investment
- Acquire advanced skills in content management

The learning path will focus on many items, including the following:

Advanced security

Setting up workflow

Scanning and capturing documents

Building and designing Laserfiche forms

Automate and optimize business processes