



AGENDA
CITY COUNCIL REGULAR MEETING
COUNCIL CHAMBERS
JULY 17, 2025
6:30 PM

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

A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

B. PLEDGE OF ALLEGIANCE

1. United States of America
2. Texas Flag

C. INVOCATION

D. WORK SESSION

1. Review and discuss questions related to the budget report for June 2025. (Staff Resource: M. Peacock)
2. Discussion regarding results and feedback from the FY 2025-26 Budget Priorities Survey. (Staff Resource: M. Peacock)
3. Discussion on potential bond opportunities for future capital improvement projects, including street improvements, Police Department facilities, and the relocation and/or expansion of Public Works and Parks operations. (Staff Resource: M. Peacock)
4. Discussion on the Street Bond Project. (Staff Resource: M. Peacock)
5. Discussion on Code Enforcement issues on South Broadway. (Staff Resource: M. Peacock)

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

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

F. PUBLIC FORUM, PRESENTATION, AND RECOGNITION:

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

1. Recognition of Assistant City Manager Aaron Maldonado for Completion of the Texas Certified Public Manager Program.

G. CONSENT AGENDA

- [1.](#) Discuss, consider, and possible action on the May 15, 2025, meeting minutes. (Staff Resource: A. Holloway)
- [2.](#) Discuss, consider, and possible action on a Resolution approving the City of Joshua Investment Report for the Quarter Ending June 30, 2025. (Staff Resource: M. Freelen)
- [3.](#) Discuss, consider, and possible action on a Resolution to update the FY 24.25 Pay Plan. (Staff Resource: B. Grounds)
- [4.](#) Discuss, consider, and possible action on ratifying an Interlocal Agreement with Johnson County Special Utility District regarding water utilities facilities relocations and maintenance at Joshua Meadows Phase 4 Addition. (Staff Resource: M. Peacock)
- [5.](#) Discuss, consider, and possible action on ratifying a 380 Agreement with Rumfield Properties, Inc. (Staff Resource: M. Peacock)

H. REGULAR AGENDA

- [1.](#) Discuss, consider, and possible action on the appointment of Mayor Pro-Tem for a one-year term. (Staff Resource: A. Holloway)
- [2.](#) Public hearing on a request for a zoning change regarding approximately 5.908 acres of land in the McKinney and Williams Survey, Abstract Number 636, County of Johnson, Texas, located at 965 County Road 705, to change from (A) Agricultural District to the (R-1) Single Family Residential District.

Staff Presentation- A. Maldonado

Owner's Presentation

Those in Favor

Those Against

Owner's Rebuttal

- [3.](#) Discuss, consider, and possible action on a Ordinance approving a zoning change regarding approximately 5.908 acres of land in the McKinney and Williams Survey, Abstract Number 636, County of Johnson, Texas, located at 965 County Road 705, to change from (A) Agricultural District to the (R-1) Single Family Residential District. (Staff Resource: A. Maldonado)
- [4.](#) Discuss, consider, and possible action on approving an Ordinance amending Chapter 13, Article 13.04 of the Code of Ordinances to add a new Division 4, "Post-Construction Stormwater Management," and renumber existing sections accordingly. (Staff Resource: A. Maldonado).
- [5.](#) Discuss, consider, and possible action on the execution of a municipal lease agreement for the Spartan pumper truck. (Staff Resource: M. Freelen)

I. STAFF REPORT

- [1.](#) Police Department
- [2.](#) Municipal Court
- [3.](#) Public Works
- [4.](#) Development Services
5. Code Enforcement
- [6.](#) Animal Services
- [7.](#) City Secretary's Office

J. EXECUTIVE SESSION

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

1. Pursuant to the Texas Government Code, Section 551.071, consultation with the City Attorney regarding legal issues involving infrastructure-related services and fees/costs, and all matters incident and related thereto.

K. RECONVENE INTO REGULAR SESSION

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

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

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

M. ADJOURNMENT

The City Council reserves the right to meet in Executive Session closed to the public at any time in the course of this meeting to discuss matters listed on the agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Chapter 551.071 for private consultation with the attorney for the City.

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

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

CERTIFICATE:

I hereby certify that the above agenda was posted on or before July 11, 2025, by 12:00 pm on the official bulletin board at Joshua City Hall, 101 S. Main, Joshua, Texas.

Alice Holloway
City Secretary



**City Council Agenda
July 17, 2025**

Work Session Item

Agenda Description:

Review and discuss questions related to the budget report for June 2025. (Staff Resource: M. Peacock)

Background Information:

Financial Information:

City Contact and Recommendations:

Mike Peacock, City Manager

Attachments:

1. Budget Report for June 2025



City of Joshua, TX

Budget Report Account Summary

For Fiscal: 2024-2025 Period Ending: 06/30/2025

Item 1.

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 100 - General							
Revenue							
Dept: 80 - Property taxes							
100-80-400000	GF Property Tax	3,728,462.00	3,728,462.00	39,722.50	3,720,023.15	-8,438.85	99.77 %
100-80-400100	GF Property Tax Penalty	15,000.00	15,000.00	3,572.11	14,363.41	-636.59	95.76 %
100-80-400200	GF Property Tax Interest	10,000.00	10,000.00	1,704.88	6,705.37	-3,294.63	67.05 %
100-80-400300	TIF Revenue	70,000.00	70,000.00	0.00	1,083.40	-68,916.60	1.55 %
Dept: 80 - Property taxes Total:		3,823,462.00	3,823,462.00	44,999.49	3,742,175.33	-81,286.67	97.87%
Dept: 81 - Sales taxes							
100-81-401000	City Sales Taxes	1,386,000.00	1,386,000.00	131,740.41	1,156,551.02	-229,448.98	83.45 %
Dept: 81 - Sales taxes Total:		1,386,000.00	1,386,000.00	131,740.41	1,156,551.02	-229,448.98	83.45%
Dept: 83 - Franchise taxes							
100-83-403000	Franchise Taxes	395,000.00	395,000.00	46,210.52	215,899.09	-179,100.91	54.66 %
Dept: 83 - Franchise taxes Total:		395,000.00	395,000.00	46,210.52	215,899.09	-179,100.91	54.66%
Dept: 84 - Mixed beverage taxes							
100-84-404000	Mixed Beverage Tax	20,000.00	20,000.00	1,668.43	14,205.95	-5,794.05	71.03 %
Dept: 84 - Mixed beverage taxes Total:		20,000.00	20,000.00	1,668.43	14,205.95	-5,794.05	71.03%
Dept: 85 - Emergency services district fees							
100-85-408000	ESD Contract Fee	689,224.00	344,612.00	0.00	344,611.98	-0.02	100.00 %
100-85-408001	ESD Staffing	26,280.00	13,140.00	0.00	13,140.00	0.00	100.00 %
Dept: 85 - Emergency services district fees Total:		715,504.00	357,752.00	0.00	357,751.98	-0.02	100.00%
Dept: 86 - Fines and fees							
100-86-410000	Permits & Fees	300,000.00	100,000.00	53,046.72	269,324.77	169,324.77	269.32 %
100-86-410100	Fines & Court Fees	200,000.00	200,000.00	11,407.03	120,752.32	-79,247.68	60.38 %
100-86-410500	Gas Well Fees	44,800.00	44,800.00	0.00	0.00	-44,800.00	0.00 %
100-86-410600	Development Fees	3,000.00	3,000.00	0.00	7,290.00	4,290.00	243.00 %
100-86-410820	Pet Adoption Fees	20,145.00	20,145.00	1,395.00	14,780.00	-5,365.00	73.37 %
100-86-410850	Local Truancy and Prevention Divers..	10,000.00	10,000.00	420.37	5,155.83	-4,844.17	51.56 %
100-86-410860	Municipal Jury Fund	300.00	300.00	8.38	100.21	-199.79	33.40 %
100-86-410870	Time Payment Reimbursement Fee	2,500.00	2,500.00	256.59	2,840.74	340.74	113.63 %
Dept: 86 - Fines and fees Total:		580,745.00	380,745.00	66,534.09	420,243.87	39,498.87	110.37%
Dept: 87 - Grants and contributions							
100-87-420400	Police Department Grants	2,891.00	2,891.00	0.00	2,045.57	-845.43	70.76 %
100-87-420500	ESD Grants	0.00	0.00	0.00	48,750.00	48,750.00	0.00 %
100-87-420700	ARPA Funds	120,160.00	120,160.00	0.00	0.00	-120,160.00	0.00 %
100-87-420800	LEOSE/Continuing Education	1,500.00	1,500.00	0.00	3,456.35	1,956.35	230.42 %
Dept: 87 - Grants and contributions Total:		124,551.00	124,551.00	0.00	54,251.92	-70,299.08	43.56%
Dept: 88 - Investment earnings							
100-88-460000	Interest Income	60,000.00	60,000.00	12,764.55	103,943.92	43,943.92	173.24 %
Dept: 88 - Investment earnings Total:		60,000.00	60,000.00	12,764.55	103,943.92	43,943.92	173.24%
Dept: 89 - Miscellaneous							
100-89-490100	Miscellaneous Revenue	37,520.00	37,520.00	7,979.40	28,784.36	-8,735.64	76.72 %
Dept: 89 - Miscellaneous Total:		37,520.00	37,520.00	7,979.40	28,784.36	-8,735.64	76.72%
Dept: 90 - Tranfers In							
100-90-491200	Transfer from Type A EDC	129,827.00	129,827.00	0.00	0.00	-129,827.00	0.00 %
100-90-491300	Transfer from Type B EDC	375,496.00	375,496.00	0.00	0.00	-375,496.00	0.00 %
Dept: 90 - Tranfers In Total:		505,323.00	505,323.00	0.00	0.00	-505,323.00	0.00%
Dept: 96 - Proceeds							
100-96-492000	Proceeds from Disposal	0.00	0.00	0.00	24,149.09	24,149.09	0.00 %

Budget Report

For Fiscal: 2024-2025 Period Ending

Item 1.

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	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
100-96-496000 Proceeds from Insurance Claims	0.00	37,312.00	5,326.25	59,308.98	21,996.98	158.95 %
Dept: 96 - Proceeds Total:	0.00	37,312.00	5,326.25	83,458.07	46,146.07	223.68%
Revenue Total:	7,648,105.00	7,127,665.00	317,223.14	6,177,265.51	-950,399.49	86.67%
Fund: 100 - General Total:	7,648,105.00	7,127,665.00	317,223.14	6,177,265.51	-950,399.49	86.67%
Report Total:	7,648,105.00	7,127,665.00	317,223.14	6,177,265.51	-950,399.49	86.67%



City of Joshua, TX

Budget Report Account Summary

For Fiscal: 2024-2025 Period Ending: 06/30/2025

Item 1.

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 100 - General							
Expense							
Dept: 10 - Non-departmental							
100-10-500160	Dues & Subscriptions	2,938.00	2,938.00	0.00	2,902.00	36.00	98.77 %
100-10-500401	Legal Services	45,000.00	45,000.00	3,231.50	31,709.95	13,290.05	70.47 %
100-10-500402	IT Services	70,320.00	70,320.00	5,860.00	60,207.68	10,112.32	85.62 %
100-10-500420	Central Appraisal District	55,746.00	55,746.00	15,095.30	59,222.34	-3,476.34	106.24 %
100-10-500421	County Assessor - Collector	5,992.00	5,992.00	0.00	5,464.80	527.20	91.20 %
100-10-500550	Debt Service & Reports	3,450.00	3,450.00	0.00	2,850.00	600.00	82.61 %
100-10-500800	Events	6,483.00	6,483.00	0.00	7,850.20	-1,367.20	121.09 %
100-10-500801	Christmas Tree & Decor	2,000.00	2,000.00	0.00	7,257.36	-5,257.36	362.87 %
100-10-500840	380 Agreement Expenses	47,982.00	47,982.00	1,428.91	42,361.56	5,620.44	88.29 %
100-10-500865	TIF1 Expenses	110,000.00	110,000.00	107,237.07	107,237.07	2,762.93	97.49 %
100-10-500900	Library Operating Expense	21,300.00	21,300.00	1,775.00	15,975.00	5,325.00	75.00 %
100-10-500902	Cle-Tran	6,802.00	6,802.00	0.00	7,142.56	-340.56	105.01 %
100-10-500940	Liability Insurance	48,973.00	48,973.00	0.00	43,626.50	5,346.50	89.08 %
100-10-500941	Property Insurance	54,493.00	54,493.00	0.00	53,425.25	1,067.75	98.04 %
100-10-500943	Technology Replacements	0.00	0.00	0.00	1,042.00	-1,042.00	0.00 %
100-10-560000	Capital Outlay	120,160.00	120,160.00	28,210.00	100,493.55	19,666.45	83.63 %
100-10-597700	Transfer To Capital Improvement	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
Dept: 10 - Non-departmental Total:		651,639.00	651,639.00	162,837.78	548,767.82	102,871.18	84.21 %
Dept: 11 - City Manager							
100-11-500110	Salaries	422,391.00	450,771.00	30,859.09	261,500.05	189,270.95	58.01 %
100-11-500112	Worker's Comp	947.00	997.00	0.00	822.75	174.25	82.52 %
100-11-500117	Longevity Pay	2,056.00	2,056.00	0.00	1,776.00	280.00	86.38 %
100-11-500120	Payroll Taxes	6,505.00	7,033.00	450.98	4,037.36	2,995.64	57.41 %
100-11-500130	Benefits	25,681.00	29,216.00	3,083.16	25,553.04	3,662.96	87.46 %
100-11-500140	TMRS	26,698.00	28,488.00	2,046.04	17,205.07	11,282.93	60.39 %
100-11-500150	Training & Travel	5,951.00	5,951.00	0.00	2,068.79	3,882.21	34.76 %
100-11-500160	Dues & Subscriptions	2,467.00	2,467.00	5.99	2,212.80	254.20	89.70 %
100-11-500161	Surety Bonds	390.00	390.00	0.00	180.00	210.00	46.15 %
100-11-500213	Uniforms	300.00	300.00	0.00	24.00	276.00	8.00 %
100-11-500220	Office Supplies	4,000.00	4,000.00	156.53	1,533.11	2,466.89	38.33 %
100-11-500221	Printing	1,438.00	1,438.00	239.00	743.00	695.00	51.67 %
100-11-500222	Postage	1,500.00	1,500.00	0.00	52.77	1,447.23	3.52 %
100-11-500250	Office Equipment & Furniture	912.00	912.00	0.00	656.96	255.04	72.04 %
100-11-500310	Fuel, Oil & Service	1,600.00	1,600.00	160.45	856.78	743.22	53.55 %
100-11-500311	Vehicle R & M	72.00	72.00	70.17	1,068.68	-996.68	1,484.28 %
100-11-500330	Building R & M	21,440.00	21,440.00	3,504.44	15,315.85	6,124.15	71.44 %
100-11-500350	Office Equipment R & M	3,388.00	3,388.00	467.99	2,127.41	1,260.59	62.79 %
100-11-500402	IT Services	0.00	0.00	0.00	275.28	-275.28	0.00 %
100-11-500404	Contract Services	5,347.00	5,347.00	451.56	4,058.05	1,288.95	75.89 %
100-11-500410	Software Maintenance	8,328.00	8,328.00	181.61	6,952.92	1,375.08	83.49 %
100-11-500605	Lease Payments	15,569.00	15,569.00	1,221.57	10,491.72	5,077.28	67.39 %
100-11-500710	Utilities	19,199.00	19,199.00	1,339.75	12,236.97	6,962.03	63.74 %
100-11-500750	Mobile Technology	1,394.00	1,394.00	0.00	1,012.12	381.88	72.61 %
100-11-500909	Miscellaneous	160.00	160.00	0.00	211.69	-51.69	132.31 %
Dept: 11 - City Manager Total:		577,733.00	612,016.00	44,238.33	372,973.17	239,042.83	60.94 %
Dept: 12 - City Secretary							
100-12-500110	Salaries	132,976.00	134,873.00	9,968.88	96,033.78	38,839.22	71.20 %
100-12-500112	Worker's Comp	297.00	297.00	0.00	367.25	-70.25	123.65 %
100-12-500117	Longevity Pay	192.00	192.00	0.00	464.00	-272.00	241.67 %

Budget Report

For Fiscal: 2024-2025 Period Ending Item 1. 25

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
100-12-500120	Payroll Taxes	2,087.00	2,115.00	140.26	1,426.21	688.79	67.43 %
100-12-500130	Benefits	8,831.00	8,831.00	642.04	6,355.11	2,475.89	71.96 %
100-12-500140	TMRS	8,376.00	8,497.00	636.16	6,050.46	2,446.54	71.21 %
100-12-500150	Training & Travel	4,600.00	6,000.00	25.00	2,544.39	3,455.61	42.41 %
100-12-500160	Dues & Subscriptions	510.00	510.00	0.00	472.44	37.56	92.64 %
100-12-500161	Surety Bonds	0.00	0.00	0.00	130.00	-130.00	0.00 %
100-12-500213	Uniforms	1,118.00	1,118.00	0.00	0.00	1,118.00	0.00 %
100-12-500218	Events & Awards	1,780.00	1,780.00	184.56	354.24	1,425.76	19.90 %
100-12-500220	Office Supplies	1,150.00	1,150.00	24.00	799.78	350.22	69.55 %
100-12-500222	Postage	500.00	500.00	0.00	426.93	73.07	85.39 %
100-12-500240	Election Expenses	5,100.00	2,000.00	0.00	121.88	1,878.12	6.09 %
100-12-500250	Office Equipment & Furniture	2,000.00	3,700.00	0.00	0.00	3,700.00	0.00 %
100-12-500402	IT Services	0.00	0.00	0.00	352.94	-352.94	0.00 %
100-12-500403	Ordinance Codification	7,200.00	7,200.00	0.00	375.00	6,825.00	5.21 %
100-12-500404	Contract Services	1,195.00	1,195.00	0.00	1,753.80	-558.80	146.76 %
100-12-500410	Software Maintenance	20,888.00	20,888.00	160.96	12,603.46	8,284.54	60.34 %
100-12-500750	Mobile Technology	504.00	504.00	0.00	281.61	222.39	55.88 %
100-12-500800	Events	4,500.00	4,500.00	0.00	1,478.17	3,021.83	32.85 %
100-12-500905	City Newsletter	1,599.00	1,599.00	0.00	364.62	1,234.38	22.80 %
100-12-500909	Miscellaneous	1,000.00	1,000.00	0.00	100.00	900.00	10.00 %
100-12-500931	Publishing & Filing Fees	9,200.00	9,200.00	73.13	1,699.73	7,500.27	18.48 %
100-12-500946	Records Retention	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
Dept: 12 - City Secretary Total:		216,603.00	218,649.00	11,854.99	134,555.80	84,093.20	61.54 %
Dept: 13 - Human Resources							
100-13-500110	Salaries	102,325.00	103,845.00	7,840.40	75,563.58	28,281.42	72.77 %
100-13-500112	Worker's Comp	229.00	229.00	0.00	285.25	-56.25	124.56 %
100-13-500117	Longevity Pay	192.00	192.00	0.00	192.00	0.00	100.00 %
100-13-500120	Payroll Taxes	1,603.00	1,625.00	108.70	1,119.60	505.40	68.90 %
100-13-500130	Benefits	8,863.00	8,863.00	652.80	6,399.40	2,463.60	72.20 %
100-13-500140	TMRS	6,448.00	6,545.00	500.34	4,750.43	1,794.57	72.58 %
100-13-500150	Training & Travel	4,024.00	4,024.00	0.00	45.00	3,979.00	1.12 %
100-13-500151	Tuition Reimbursement	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
100-13-500160	Dues & Subscriptions	739.00	739.00	0.00	870.95	-131.95	117.86 %
100-13-500161	Surety Bonds	0.00	0.00	0.00	130.00	-130.00	0.00 %
100-13-500190	Employee Morale	1,900.00	1,900.00	0.00	146.93	1,753.07	7.73 %
100-13-500212	Reference Materials	790.00	790.00	0.00	790.52	-0.52	100.07 %
100-13-500213	Uniforms	150.00	150.00	0.00	0.00	150.00	0.00 %
100-13-500220	Office Supplies	503.00	503.00	14.98	352.61	150.39	70.10 %
100-13-500222	Postage	150.00	150.00	0.00	71.30	78.70	47.53 %
100-13-500250	Office Equipment & Furniture	2,205.00	2,205.00	0.00	32.43	2,172.57	1.47 %
100-13-500402	IT Services	0.00	0.00	0.00	50.66	-50.66	0.00 %
100-13-500403	Legal Services	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
100-13-500404	Contract Services	11,362.00	11,362.00	344.74	5,161.45	6,200.55	45.43 %
100-13-500410	Software Maintenance	17,262.00	17,262.00	7,569.32	13,499.38	3,762.62	78.20 %
100-13-500909	Miscellaneous	1,081.00	1,081.00	0.00	482.11	598.89	44.60 %
100-13-500930	Advertising	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00 %
Dept: 13 - Human Resources Total:		175,826.00	177,465.00	17,031.28	109,943.60	67,521.40	61.95 %
Dept: 14 - Finance							
100-14-500110	Salaries	176,141.00	178,762.00	13,487.78	130,561.05	48,200.95	73.04 %
100-14-500111	Overtime	1,000.00	1,000.00	0.00	194.20	805.80	19.42 %
100-14-500112	Worker's Comp	396.00	396.00	0.00	435.00	-39.00	109.85 %
100-14-500117	Longevity Pay	1,576.00	1,576.00	0.00	1,576.00	0.00	100.00 %
100-14-500120	Payroll Taxes	2,825.00	2,863.00	177.76	1,895.28	967.72	66.20 %
100-14-500130	Benefits	23,113.00	23,113.00	1,700.46	16,201.85	6,911.15	70.10 %
100-14-500140	TMRS	11,241.00	11,408.00	860.80	8,294.62	3,113.38	72.71 %
100-14-500150	Training & Travel	300.00	300.00	0.00	75.00	225.00	25.00 %
100-14-500160	Dues & Subscriptions	80.00	80.00	0.00	0.00	80.00	0.00 %
100-14-500161	Surety Bonds	260.00	260.00	0.00	260.00	0.00	100.00 %

Budget Report

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
100-14-500213	Uniforms	300.00	300.00	0.00	0.00	300.00	0.00 %
100-14-500220	Office Supplies	1,031.00	1,031.00	85.66	444.31	586.69	43.10 %
100-14-500221	Printing	2,640.00	2,640.00	265.00	555.25	2,084.75	21.03 %
100-14-500222	Postage	1,000.00	1,000.00	0.00	575.00	425.00	57.50 %
100-14-500250	Office Equipment & Furniture	1,050.00	1,050.00	0.00	37.99	1,012.01	3.62 %
100-14-500405	Accounting & Audit	40,000.00	40,000.00	0.00	29,400.00	10,600.00	73.50 %
100-14-500410	Software Maintenance	42,328.00	42,328.00	27,300.63	42,746.50	-418.50	100.99 %
100-14-500909	Miscellaneous	2,500.00	2,500.00	176.25	1,643.50	856.50	65.74 %
Dept: 14 - Finance Total:		307,781.00	310,607.00	44,054.34	234,895.55	75,711.45	75.62%
Dept: 15 - Municipal Court							
100-15-500110	Salaries	61,287.00	62,187.00	4,689.40	45,502.39	16,684.61	73.17 %
100-15-500111	Overtime	600.00	600.00	0.00	44.95	555.05	7.49 %
100-15-500112	Worker's Comp	140.00	140.00	0.00	117.25	22.75	83.75 %
100-15-500117	Longevity Pay	1,440.00	1,440.00	0.00	1,440.00	0.00	100.00 %
100-15-500120	Payroll Taxes	1,035.00	1,048.00	66.82	734.45	313.55	70.08 %
100-15-500130	Benefits	8,411.00	8,411.00	611.16	6,034.04	2,376.96	71.74 %
100-15-500140	TMRS	3,983.00	4,040.00	299.18	2,942.03	1,097.97	72.82 %
100-15-500150	Training & Travel	1,884.00	1,884.00	0.00	974.66	909.34	51.73 %
100-15-500161	Surety Bonds	130.00	130.00	0.00	260.00	-130.00	200.00 %
100-15-500213	Uniforms	300.00	300.00	0.00	0.00	300.00	0.00 %
100-15-500220	Office Supplies	200.00	200.00	0.00	53.47	146.53	26.74 %
100-15-500221	Printing	2,933.00	2,933.00	0.00	249.90	2,683.10	8.52 %
100-15-500222	Postage	1,000.00	1,000.00	0.00	434.76	565.24	43.48 %
100-15-500350	Office Equipment R & M	350.00	350.00	0.00	0.00	350.00	0.00 %
100-15-500401	Legal Services	6,000.00	6,000.00	500.00	3,500.00	2,500.00	58.33 %
100-15-500402	IT Services	0.00	0.00	0.00	50.66	-50.66	0.00 %
100-15-500404	Contract Services	24,917.00	24,917.00	2,076.44	16,687.96	8,229.04	66.97 %
100-15-500410	Software Maintenance	304.00	304.00	25.33	202.64	101.36	66.66 %
100-15-500411	Warrant Entry Fees	2,000.00	2,000.00	0.00	1,446.00	554.00	72.30 %
100-15-500910	Warrant Entry Fees	1,400.00	1,400.00	0.00	349.70	1,050.30	24.98 %
Dept: 15 - Municipal Court Total:		118,314.00	119,284.00	8,268.33	81,024.86	38,259.14	67.93%
Dept: 21 - Development Services							
100-21-500110	Salaries	255,160.00	235,141.00	12,815.52	159,716.39	75,424.61	67.92 %
100-21-500111	Overtime	750.00	750.00	18.16	220.96	529.04	29.46 %
100-21-500112	Worker's Comp	1,087.00	1,037.00	0.00	1,130.50	-93.50	109.02 %
100-21-500117	Longevity Pay	1,272.00	1,272.00	0.00	1,088.00	184.00	85.53 %
100-21-500120	Payroll Taxes	4,197.00	3,790.00	176.50	2,576.32	1,213.68	67.98 %
100-21-500130	Benefits	30,316.00	26,781.00	1,548.53	18,337.89	8,443.11	68.47 %
100-21-500140	TMRS	16,177.00	14,920.00	832.88	10,196.00	4,724.00	68.34 %
100-21-500150	Training & Travel	5,210.00	5,210.00	1,229.07	3,444.93	1,765.07	66.12 %
100-21-500160	Dues & Subscriptions	162.00	162.00	550.00	1,200.00	-1,038.00	740.74 %
100-21-500161	Surety Bonds	390.00	390.00	0.00	260.00	130.00	66.67 %
100-21-500213	Uniforms	570.00	570.00	0.00	476.99	93.01	83.68 %
100-21-500220	Office Supplies	1,500.00	1,500.00	7.99	489.71	1,010.29	32.65 %
100-21-500221	Printing	2,000.00	2,000.00	0.00	399.10	1,600.90	19.96 %
100-21-500222	Postage	1,500.00	1,500.00	0.00	234.05	1,265.95	15.60 %
100-21-500250	Office Equipment & Furniture	500.00	500.00	0.00	179.98	320.02	36.00 %
100-21-500310	Fuel, Oil & Service	1,000.00	1,000.00	106.89	546.10	453.90	54.61 %
100-21-500311	Vehicle R & M	554.00	554.00	145.89	1,240.11	-686.11	223.85 %
100-21-500402	IT Services	0.00	0.00	0.00	303.96	-303.96	0.00 %
100-21-500403	Permits Software	9,107.00	9,107.00	0.00	7,511.83	1,595.17	82.48 %
100-21-500404	Contract Services	8,725.00	8,725.00	522.37	2,559.35	6,165.65	29.33 %
100-21-500406	Nuisance Abatement	3,000.00	3,000.00	2,035.00	2,035.00	965.00	67.83 %
100-21-500410	Software Maintenance	2,240.00	2,240.00	211.94	1,665.06	574.94	74.33 %
100-21-500605	Lease Payments	16,829.00	16,829.00	1,281.84	11,536.56	5,292.44	68.55 %
100-21-500710	Utilities	1,019.00	1,019.00	63.39	463.01	555.99	45.44 %
100-21-500750	Mobile Technology	483.00	483.00	0.00	509.55	-26.55	105.50 %
100-21-500932	Engineering Services	40,000.00	40,000.00	0.00	6,898.74	33,101.26	17.25 %

Budget Report

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
100-21-500933	Planning Services	5,000.00	5,000.00	0.00	307.50	4,692.50	6.15 %
100-21-500934	Gas Well Inspection Services	38,000.00	38,000.00	24,000.00	24,000.00	14,000.00	63.16 %
Dept: 21 - Development Services Total:		446,748.00	421,480.00	45,545.97	259,527.59	161,952.41	61.58%
Dept: 31 - Police							
100-31-500110	Salaries	1,402,966.00	1,421,329.00	94,963.76	893,407.91	527,921.09	62.86 %
100-31-500111	Overtime	27,500.00	27,500.00	1,562.43	29,057.16	-1,557.16	105.66 %
100-31-500112	Worker's Comp	34,678.00	34,678.00	0.00	27,441.75	7,236.25	79.13 %
100-31-500117	Longevity Pay	8,088.00	8,088.00	0.00	6,896.00	1,192.00	85.26 %
100-31-500120	Payroll Taxes	23,082.00	23,348.00	1,335.50	14,166.84	9,181.16	60.68 %
100-31-500130	Benefits	172,383.00	172,383.00	11,637.91	110,445.19	61,937.81	64.07 %
100-31-500140	TMRS	90,485.00	91,657.00	6,159.32	58,289.60	33,367.40	63.60 %
100-31-500150	Training & Travel	6,600.00	6,600.00	0.00	8,243.09	-1,643.09	124.90 %
100-31-500152	LEOSE Training	12,000.00	12,000.00	1,016.38	7,316.43	4,683.57	60.97 %
100-31-500160	Dues & Memberships	1,268.00	1,268.00	35.00	1,753.96	-485.96	138.32 %
100-31-500161	Surety Bonds	130.00	130.00	0.00	130.00	0.00	100.00 %
100-31-500179	Citizens Police Academy	1,000.00	1,000.00	140.87	379.63	620.37	37.96 %
100-31-500213	Uniforms	5,500.00	5,500.00	107.99	4,603.50	896.50	83.70 %
100-31-500215	Law Enforcement Supplies	6,500.00	6,500.00	583.80	4,966.36	1,533.64	76.41 %
100-31-500217	Investigations	3,700.00	3,700.00	200.00	2,457.53	1,242.47	66.42 %
100-31-500218	Awards	520.00	520.00	0.00	437.98	82.02	84.23 %
100-31-500219	Public Relations	500.00	500.00	0.00	173.75	326.25	34.75 %
100-31-500220	Office Supplies	3,500.00	3,500.00	543.68	2,483.77	1,016.23	70.96 %
100-31-500222	Postage	750.00	750.00	20.95	392.20	357.80	52.29 %
100-31-500250	Office Equipment & Furniture	181.00	181.00	0.00	167.97	13.03	92.80 %
100-31-500260	Vests & Safety Equipment	10,000.00	10,000.00	494.40	3,017.60	6,982.40	30.18 %
100-31-500310	Fuel, Oil & Service	55,000.00	61,578.00	2,333.37	15,000.72	46,577.28	24.36 %
100-31-500311	Vehicle R & M	26,384.00	26,384.00	488.84	9,689.73	16,694.27	36.73 %
100-31-500320	Equipment R & M	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
100-31-500330	Building R & M	9,698.00	9,698.00	1,469.49	7,411.18	2,286.82	76.42 %
100-31-500402	IT Services	0.00	0.00	0.00	598.54	-598.54	0.00 %
100-31-500404	Contract Services	53,628.00	53,628.00	513.41	56,382.60	-2,754.60	105.14 %
100-31-500408	Reporting System	44,752.00	44,752.00	39.61	28,678.87	16,073.13	64.08 %
100-31-500410	Software Maintenance	4,099.00	4,099.00	344.24	2,753.92	1,345.08	67.19 %
100-31-500601	Capital Outlay <\$5,000	0.00	0.00	0.00	12,436.12	-12,436.12	0.00 %
100-31-500605	Lease Payments	114,994.00	114,994.00	7,034.86	70,605.20	44,388.80	61.40 %
100-31-500710	Utilities	14,881.00	14,881.00	957.99	8,463.26	6,417.74	56.87 %
100-31-500750	Mobile Technology	10,000.00	10,000.00	0.00	7,712.00	2,288.00	77.12 %
100-31-560000	Capital Outlay	0.00	12,436.00	0.00	0.00	12,436.00	0.00 %
Dept: 31 - Police Total:		2,146,267.00	2,185,082.00	131,983.80	1,395,960.36	789,121.64	63.89%
Dept: 32 - Animal Services							
100-32-500110	Salaries	160,320.00	162,696.00	12,231.59	98,565.26	64,130.74	60.58 %
100-32-500111	Overtime	2,400.00	2,400.00	366.55	733.97	1,666.03	30.58 %
100-32-500112	Worker's Comp	5,585.00	5,585.00	0.00	6,427.25	-842.25	115.08 %
100-32-500117	Longevity Pay	600.00	600.00	0.00	328.00	272.00	54.67 %
100-32-500120	Payroll Taxes	2,801.00	2,835.00	185.76	1,731.66	1,103.34	61.08 %
100-32-500130	Benefits	17,031.00	17,031.00	1,589.45	13,053.85	3,977.15	76.65 %
100-32-500140	TMRS	10,122.00	10,274.00	817.02	6,385.13	3,888.87	62.15 %
100-32-500150	Training & Travel	2,650.00	2,650.00	0.00	938.88	1,711.12	35.43 %
100-32-500160	Dues & Subscriptions	200.00	0.00	16.23	32.46	-32.46	0.00 %
100-32-500161	Surety Bonds	520.00	520.00	0.00	440.00	80.00	84.62 %
100-32-500213	Uniforms	1,380.00	1,380.00	0.00	209.70	1,170.30	15.20 %
100-32-500220	Office Supplies	500.00	700.00	0.00	463.05	236.95	66.15 %
100-32-500222	Postage	1,200.00	1,200.00	0.00	207.16	992.84	17.26 %
100-32-500250	Office Equip & Furniture	1,000.00	1,000.00	0.00	69.99	930.01	7.00 %
100-32-500262	Miscellaneous Shelter Equipment	5,409.00	7,409.00	318.00	5,191.55	2,217.45	70.07 %
100-32-500280	Micro Chips	4,140.00	2,140.00	2,070.00	1,590.95	549.05	74.34 %
100-32-500282	Medical Supplies	6,940.00	6,940.00	716.11	2,334.45	4,605.55	33.64 %
100-32-500283	Staff Immunizations	4,004.00	5,488.00	0.00	1,484.00	4,004.00	27.04 %

Budget Report

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
100-32-500284	Rabies Vouchers	1,000.00	1,000.00	0.00	200.00	800.00	20.00 %
100-32-500298	Animal Food	5,674.00	5,674.00	154.44	3,360.48	2,313.52	59.23 %
100-32-500310	Fuel, Oil & Service	2,162.00	2,162.00	212.13	968.50	1,193.50	44.80 %
100-32-500311	Vehicle R & M	1,180.00	1,180.00	100.92	1,701.50	-521.50	144.19 %
100-32-500330	Building R & M	5,972.00	5,972.00	99.94	3,460.30	2,511.70	57.94 %
100-32-500402	IT Services	0.00	0.00	0.00	176.64	-176.64	0.00 %
100-32-500404	Contract Services	16,924.00	16,924.00	196.36	4,636.74	12,287.26	27.40 %
100-32-500408	Professional Services	4,000.00	4,000.00	0.00	1,396.53	2,603.47	34.91 %
100-32-500410	Software Maintenance	1,240.00	1,240.00	88.32	706.56	533.44	56.98 %
100-32-500414	Credit Card Processing	1,000.00	1,000.00	51.39	437.85	562.15	43.79 %
100-32-500605	Lease Payments	14,725.00	14,725.00	1,144.81	10,303.29	4,421.71	69.97 %
100-32-500710	Utilities	13,804.00	13,804.00	1,005.21	8,682.61	5,121.39	62.90 %
100-32-500750	Mobile Technology	2,333.00	2,333.00	0.00	1,560.70	772.30	66.90 %
100-32-500800	Events	2,085.00	2,085.00	310.17	363.50	1,721.50	17.43 %
Dept: 32 - Animal Services Total:		298,901.00	302,947.00	21,674.40	178,142.51	124,804.49	58.80 %

Dept: 33 - Fire

100-33-500110	Salaries	692,239.00	390,444.00	0.00	352,293.87	38,150.13	90.23 %
100-33-500111	Overtime	25,000.00	25,000.00	0.00	17,556.60	7,443.40	70.23 %
100-33-500112	Worker's Comp	18,704.00	10,932.00	0.00	25,283.25	-14,351.25	231.28 %
100-33-500117	Longevity Pay	2,436.00	2,436.00	0.00	1,728.00	708.00	70.94 %
100-33-500120	Payroll Taxes	12,103.00	7,333.00	0.00	5,989.90	1,343.10	81.68 %
100-33-500130	Benefits	89,325.00	49,328.00	0.00	38,556.70	10,771.30	78.16 %
100-33-500140	TMRS	45,268.00	26,286.00	0.00	21,330.10	4,955.90	81.15 %
100-33-500150	Training & Travel	7,468.00	7,468.00	0.00	3,986.29	3,481.71	53.38 %
100-33-500160	Dues & Subscriptions	4,622.00	4,622.00	0.00	4,792.87	-170.87	103.70 %
100-33-500161	Surety Bonds	130.00	130.00	0.00	130.00	0.00	100.00 %
100-33-500180	Incentive	19,000.00	14,288.00	0.00	14,288.00	0.00	100.00 %
100-33-500181	Testing & Recruitment	6,425.00	6,425.00	0.00	200.00	6,225.00	3.11 %
100-33-500182	Insurance (VFIS)	3,229.00	3,229.00	0.00	3,229.00	0.00	100.00 %
100-33-500213	Uniforms	4,753.00	4,753.00	0.00	901.26	3,851.74	18.96 %
100-33-500215	Law Enforcement Supplies	150.00	150.00	0.00	0.00	150.00	0.00 %
100-33-500217	Investigations	250.00	250.00	0.00	0.00	250.00	0.00 %
100-33-500220	Office Supplies	1,917.00	1,917.00	0.00	278.21	1,638.79	14.51 %
100-33-500222	Postage	100.00	100.00	0.00	239.17	-139.17	239.17 %
100-33-500250	Office Equipment & Furniture	3,820.00	3,820.00	0.00	2,946.92	873.08	77.14 %
100-33-500262	Equipment	5,000.00	5,000.00	0.00	325.34	4,674.66	6.51 %
100-33-500264	Radios & Mics	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
100-33-500290	Fire Fighting Supplies	5,203.00	5,203.00	0.00	203.19	4,999.81	3.91 %
100-33-500291	EMS Supplies	2,500.00	2,500.00	0.00	738.28	1,761.72	29.53 %
100-33-500293	Personal Protective Equipment	4,700.00	4,700.00	0.00	0.00	4,700.00	0.00 %
100-33-500296	Fire Prevention Program	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
100-33-500310	Fuel, Oil & Service	16,560.00	31,298.00	0.00	6,306.84	24,991.16	20.15 %
100-33-500311	Vehicle R & M	26,713.00	26,713.00	9,254.18	54,164.21	-27,451.21	202.76 %
100-33-500320	Equipment R & M	8,950.00	9,335.00	245.00	5,489.32	3,845.68	58.80 %
100-33-500330	Building R & M	14,650.00	14,650.00	4,904.50	29,625.86	-14,975.86	202.22 %
100-33-500350	Office Equipment R & M	0.00	0.00	0.00	750.00	-750.00	0.00 %
100-33-500402	IT Services	0.00	0.00	0.00	619.18	-619.18	0.00 %
100-33-500404	Contract Services	21,813.00	21,813.00	769.94	9,038.55	12,774.45	41.44 %
100-33-500410	Software Maintenance	6,911.00	6,911.00	386.56	3,092.48	3,818.52	44.75 %
100-33-500605	Lease Payments	9,584.00	9,584.00	0.00	4,670.94	4,913.06	48.74 %
100-33-500710	Utilities	37,427.00	37,427.00	2,488.27	23,214.32	14,212.68	62.03 %
100-33-500750	Mobile Technology	7,327.00	7,327.00	0.00	705.78	6,621.22	9.63 %
100-33-500908	Emergency Management	23,936.00	23,936.00	186.08	14,180.27	9,755.73	59.24 %
100-33-500909	Miscellaneous	300.00	300.00	0.00	55.96	244.04	18.65 %
Dept: 33 - Fire Total:		1,131,513.00	768,608.00	18,234.53	646,910.66	121,697.34	84.17 %

Dept: 41 - Public Works

100-41-500110	Salaries	323,302.00	327,970.00	21,034.64	229,793.02	98,176.98	70.07 %
100-41-500111	Overtime	10,000.00	10,000.00	309.57	9,229.28	770.72	92.29 %

Budget Report

For Fiscal: 2024-2025 Period Ending

Item 1.

25

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
100-41-500112	Worker's Comp	12,827.00	12,827.00	0.00	9,767.50	3,059.50	76.15 %
100-41-500117	Longevity Pay	2,384.00	2,384.00	0.00	2,344.00	40.00	98.32 %
100-41-500120	Payroll Taxes	5,569.00	5,637.00	301.89	3,897.95	1,739.05	69.15 %
100-41-500130	Benefits	56,087.00	56,087.00	3,219.94	36,968.22	19,118.78	65.91 %
100-41-500140	TMRS	21,115.00	21,413.00	1,361.80	15,117.12	6,295.88	70.60 %
100-41-500150	Training & Travel	2,520.00	2,520.00	0.00	5,548.00	-3,028.00	220.16 %
100-41-500161	Surety Bonds	0.00	0.00	0.00	130.00	-130.00	0.00 %
100-41-500213	Uniforms	8,235.00	8,235.00	438.53	4,659.18	3,575.82	56.58 %
100-41-500220	Office Supplies	300.00	300.00	49.56	258.71	41.29	86.24 %
100-41-500261	Equipment Rental	6,912.00	6,912.00	0.00	2,385.61	4,526.39	34.51 %
100-41-500270	Street Supplies & Materials	140,716.00	140,716.00	8,515.22	79,527.21	61,188.79	56.52 %
100-41-500310	Fuel, Oil & Service	30,500.00	30,500.00	795.16	15,763.91	14,736.09	51.68 %
100-41-500311	Vehicle R & M	9,798.00	9,798.00	388.57	8,638.64	1,159.36	88.17 %
100-41-500320	Equipment R & M	19,450.00	19,450.00	526.71	23,225.91	-3,775.91	119.41 %
100-41-500330	Building R & M	6,433.00	6,433.00	243.62	6,471.15	-38.15	100.59 %
100-41-500331	Sign R & M	5,583.00	5,583.00	732.50	8,459.61	-2,876.61	151.52 %
100-41-500332	Minor Tools	1,000.00	1,000.00	0.00	1,023.93	-23.93	102.39 %
100-41-500402	IT Services	0.00	0.00	0.00	199.96	-199.96	0.00 %
100-41-500404	Contract Services	49,704.00	49,704.00	8,638.27	39,687.37	10,016.63	79.85 %
100-41-500410	Software Maintenance	1,232.00	1,232.00	129.96	1,590.67	-358.67	129.11 %
100-41-500605	Lease Payments	31,236.00	31,236.00	2,245.61	20,210.49	11,025.51	64.70 %
100-41-500670	Drainage Utility	9,695.00	9,695.00	0.00	4,797.15	4,897.85	49.48 %
100-41-500710	Utilities	4,000.00	4,000.00	278.67	3,558.03	441.97	88.95 %
100-41-500711	Street Lights	62,700.00	62,700.00	5,196.58	41,670.66	21,029.34	66.46 %
100-41-500903	Clean-Up And Recycling	5,000.00	5,000.00	0.00	4,899.01	100.99	97.98 %
100-41-500999	City Cleanups	0.00	0.00	0.00	84.79	-84.79	0.00 %
Dept: 41 - Public Works Total:		826,298.00	831,332.00	54,406.80	579,907.08	251,424.92	69.76 %

Dept: 42 - Parks & Recreation

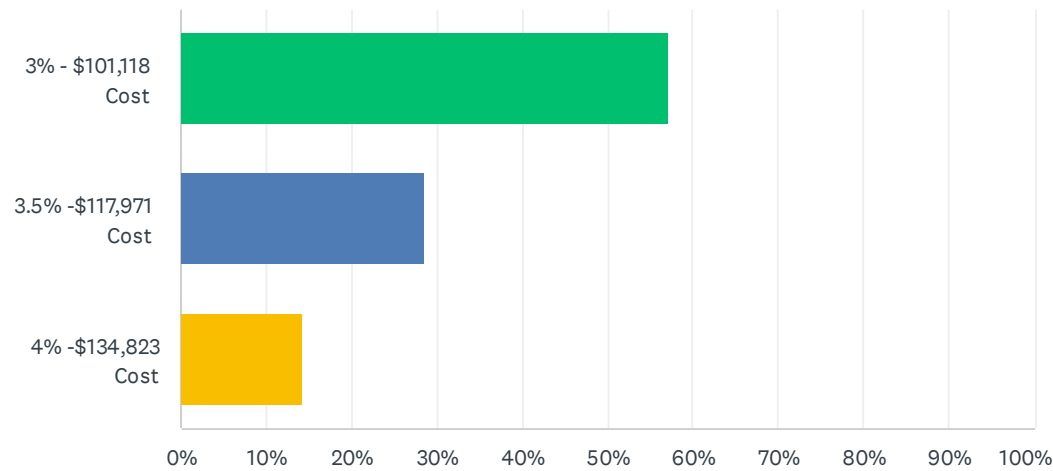
100-42-500110	Salaries	165,847.00	167,555.00	9,287.48	106,055.28	61,499.72	63.30 %
100-42-500111	Overtime	10,000.00	10,000.00	137.68	6,223.66	3,776.34	62.24 %
100-42-500112	Worker's Comp	3,093.00	3,093.00	0.00	3,125.25	-32.25	101.04 %
100-42-500117	Longevity Pay	416.00	416.00	0.00	320.00	96.00	76.92 %
100-42-500120	Payroll Taxes	3,024.00	3,049.00	138.08	1,889.81	1,159.19	61.98 %
100-42-500130	Benefits	28,792.00	28,792.00	1,359.28	26,231.91	2,560.09	91.11 %
100-42-500140	TMRS	11,087.00	11,196.00	514.58	6,461.77	4,734.23	57.71 %
100-42-500150	Training & Travel	3,715.00	3,715.00	0.00	1,742.60	1,972.40	46.91 %
100-42-500213	Uniforms	3,358.00	3,358.00	0.00	1,895.77	1,462.23	56.46 %
100-42-500220	Office Supplies	500.00	500.00	0.00	55.97	444.03	11.19 %
100-42-500230	Chemicals	7,135.00	7,135.00	1,640.01	2,811.19	4,323.81	39.40 %
100-42-500250	Office Equipment & Furniture	300.00	300.00	0.00	0.00	300.00	0.00 %
100-42-500261	Equipment Rental	4,966.00	4,966.00	0.00	900.74	4,065.26	18.14 %
100-42-500270	Park Supplies & Materials	16,315.00	15,315.00	2,283.57	6,297.74	9,017.26	41.12 %
100-42-500275	Field Supplies & Materials	6,940.00	6,940.00	0.00	3,442.96	3,497.04	49.61 %
100-42-500293	Personal Protective Equipment	3,125.00	3,125.00	46.99	334.04	2,790.96	10.69 %
100-42-500310	Fuel, Oil & Service	7,050.00	8,741.00	356.95	2,072.61	6,668.39	23.71 %
100-42-500311	Vehicle R & M	2,000.00	2,000.00	280.27	2,265.74	-265.74	113.29 %
100-42-500320	Equipment R & M	2,378.00	3,378.00	2,428.45	5,634.17	-2,256.17	166.79 %
100-42-500330	Building R & M	4,774.00	4,774.00	106.45	2,199.00	2,575.00	46.06 %
100-42-500332	Minor Tools	7,840.00	7,840.00	262.16	5,099.36	2,740.64	65.04 %
100-42-500335	Dept Building R & M	1,000.00	1,000.00	99.94	856.76	143.24	85.68 %
100-42-500340	Irrigation R & M	8,545.00	8,545.00	1,049.17	10,115.74	-1,570.74	118.38 %
100-42-500402	IT Services	0.00	0.00	0.00	124.64	-124.64	0.00 %
100-42-500404	Contract Services	3,859.00	3,859.00	89.52	1,084.66	2,774.34	28.11 %
100-42-500410	Software Maintenance	780.00	780.00	77.31	738.48	41.52	94.68 %
100-42-500605	Lease Payments	23,592.00	23,592.00	1,696.33	15,266.97	8,325.03	64.71 %
100-42-500710	Dept Utilities	5,226.00	5,226.00	338.37	5,138.62	87.38	98.33 %
100-42-500715	Park Utilities	32,879.00	32,879.00	6,882.64	24,937.33	7,941.67	75.85 %
100-42-500750	Mobile Technology	1,421.00	1,421.00	0.00	829.15	591.85	58.35 %

[100-42-500876](#)

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Supplies	5,539.00	5,539.00	2,456.62	4,983.07	555.93	89.96 %
Dept: 42 - Parks & Recreation Total:	375,496.00	379,029.00	31,531.85	249,134.99	129,894.01	65.73%
Expense Total:	7,273,119.00	6,978,138.00	591,662.40	4,791,743.99	2,186,394.01	68.67%
Fund: 100 - General Total:	7,273,119.00	6,978,138.00	591,662.40	4,791,743.99	2,186,394.01	68.67%
Report Total:	7,273,119.00	6,978,138.00	591,662.40	4,791,743.99	2,186,394.01	68.67%

Q1 Do you support providing salary increases for City employees in the upcoming budget cycle? If so, what percentage increase would you consider appropriate?

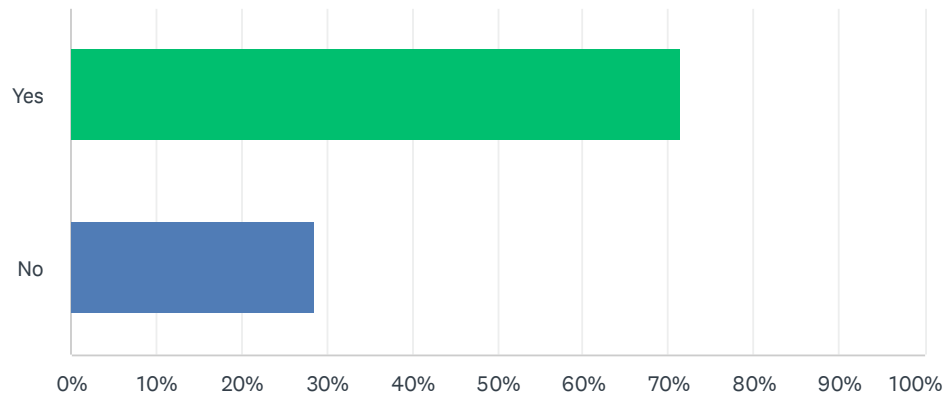
Answered: 7 Skipped: 0



ANSWER CHOICES	RESPONSES	
3% - \$101,118 Cost	57.14%	4
3.5% - \$117,971 Cost	28.57%	2
4% - \$134,823 Cost	14.29%	1
TOTAL		7

Q2 Do you support an increase in city fees, such as permitting, if needed.

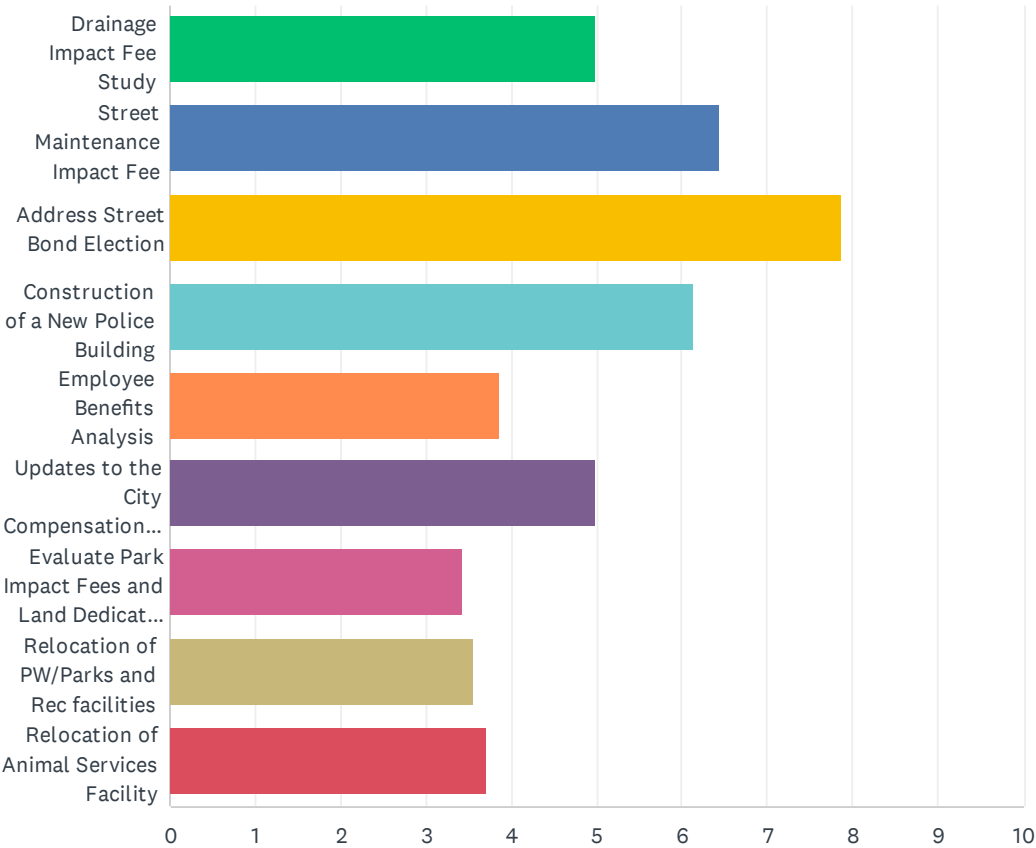
Answered: 7 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	71.43%	5
No	28.57%	2
TOTAL		7

Q3 Please rank your priorities for the upcoming fiscal year using the scale below: 1 to 3 – Top Priorities 4 to 7 – High Priorities 8 to 9 – Lower Priorities Your responses will help guide resource allocation and strategic planning efforts.

Answered: 7 Skipped: 0



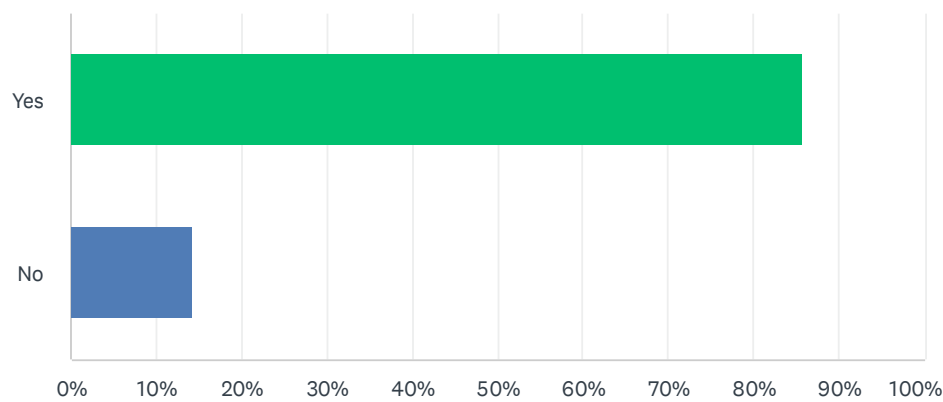
Mayor & City Council Budget Survey

Item 2.

	1	2	3	4	5	6	7	8	9	TOTAL	SCORE
Drainage Impact Fee Study	14.29% 1	0.00% 0	28.57% 2	14.29% 1	0.00% 0	14.29% 1	0.00% 0	0.00% 0	28.57% 2	7	5.00
Street Maintenance Impact Fee	14.29% 1	42.86% 3	0.00% 0	0.00% 0	28.57% 2	0.00% 0	0.00% 0	14.29% 1	0.00% 0	7	6.43
Address Street Bond Election	57.14% 4	0.00% 0	14.29% 1	28.57% 2	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	7	7.86
Construction of a New Police Building	0.00% 0	42.86% 3	14.29% 1	0.00% 0	14.29% 1	14.29% 1	14.29% 1	0.00% 0	0.00% 0	7	6.14
Employee Benefits Analysis	0.00% 0	14.29% 1	0.00% 0	0.00% 0	14.29% 1	28.57% 2	14.29% 1	14.29% 1	14.29% 1	7	3.86
Updates to the City Compensation Plan	14.29% 1	0.00% 0	14.29% 1	0.00% 0	28.57% 2	14.29% 1	14.29% 1	14.29% 1	0.00% 0	7	5.00
Evaluate Park Impact Fees and Land Dedication Requirements	0.00% 0	0.00% 0	0.00% 0	14.29% 1	0.00% 0	28.57% 2	42.86% 3	0.00% 0	14.29% 1	7	3.43
Relocation of PW/Parks and Rec facilities	0.00% 0	0.00% 0	0.00% 0	28.57% 2	14.29% 1	0.00% 0	14.29% 1	28.57% 2	14.29% 1	7	3.57
Relocation of Animal Services Facility	0.00% 0	0.00% 0	28.57% 2	14.29% 1	0.00% 0	0.00% 0	0.00% 0	28.57% 2	28.57% 2	7	3.71

Q4 Would you be supportive of launching a Citizens’ Academy to help educate and engage our residents on topics such as the City’s budget process, boards and commissions, city services, and local government operations?

Answered: 7 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	85.71%	6
No	14.29%	1
Total Respondents: 7		

Q5 What is your name?

Answered: 7 Skipped: 0

CITY OF JOSHUA, TX - FY 2025-2026 STRATEGIC PLAN GOALS

GOAL PRIORITY	GOAL	OBJECTIVE	FYE	FUNDING SOURCE	STATUS	DEPT RESPONSIBILITY
TOP	Bond Package Options	Consider Bond Package including streets, Police Facility, Public Works and Parks and Rec Relocation,	2025-26	Voter Approved Bonds		CM/Finance
	Street Maintenance Impact Fee Study	RFQ for Engineering Study to establish a Street Impact Fee	2025-26	General Fund		CM
	Police Facility	Consider funding options for a Police Department facility.	2025-26	Bond Approval, Tax Notes, Lease/Purchase option.		CM/Finance/Police Chief

Admin = Administration; CM = City Mgr; ACM = Asst. City Mgr; CS = City Secretary; CE = City Engineer; EDC = Economic Development Coordinator; PD = Police Department

GOAL PRIORITY	GOAL	OBJECTIVE	FYE	FUNDING SOURCE	STATUS	DEPT RESPONSIBILITY
HIGH	Drainage Impact Study	RFQ For Engineering Study in order to establish a drainage impact fee.	2025-26	General Fund		CM/ACM
	Update City Compensation Plan	Updates to the compensation plan.	2025-26	General Fund		HR
	Employee Benefits Analysis	Study to evaluate and make recommendations on the employee benefits.	2025-26	General Fund		HR
Admin = Administration; CM = City Mgr; ACM = Asst. City Mgr; CS = City Secretary; CE = City Engineer; EDC = Economic Development Coordinator; PD = Police Department						

GOAL PRIORITY	GOAL	OBJECTIVE	FYE	FUNDING SOURCE	STATUS	DEPT
LOW	Animal Services Relocation	Relocation considerations due to the TxDOT FM 917 alignment.	2025-26			CM/ACM
	Relocation of Public Works and Parks and Recreation	consider funding options to relocate departments to new facilities.	2025-26			CM/ACM/FM
	Park Impact Fees	Consider options on the collection of Park Impact Fees and or Land Dedication.	2025-26			CM/FM
Admin = Administration; CM = City Mgr; ACM = Asst. City Mgr; CS = City Secretary; CE = City Engineer; EDC = Economic Development Coordinator; PD = Police Department						



**MINUTES
CITY COUNCIL REGULAR MEETING
COUNCIL CHAMBERS
MAY 15, 2025
6:30 PM**

The Joshua City Council held a Work Session at 6:30 pm. A Regular Meeting was held immediately following the Work Session in the Council Chambers at Joshua City Hall, located at 101 S. Main St., Joshua, Texas. This meeting was subject to the open meeting laws of the State of Texas.

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

The City Council led the Pledge of Allegiance.

C. INVOCATION

Patrick Joyner, Pastor of Providence Reformed Baptist Church, gave the invocation.

D. WORK SESSION

1. Review and discuss questions related to the budget report for March 2025. (Staff Resource: M. Peacock)

Marcie Freelen, Finance Director, presented the March financial report.

2. Review and discuss questions related to the budget report for April 2025. (Staff Resource: M. Peacock)

Mrs. Marcie Freelen presented the April financial report and explained the new format.

3. Discussion on the Radio Network Upgrade Cycle. (Staff Resource: M. Peacock)

City Manager Peacock stated that staff is currently in the process of confirming the radios used by the Police Department. The associated funds, \$18,000 annually over a five-year plan, will be held as restricted funds. The plan is scheduled to begin with the upcoming budget year.

4. Discussion and update from Abel Moreno, District Manager of Waste Connections, regarding recent changes to waste collection services.

Mr. Abel Moreno, District Manager for Waste Connections, provided a brief update on the new waste services contract that began on March 15.

He reported the following:

A total of 185 customer inquiries or emails have been received since the start of the new contract.

The majority of inquiries were related to the delivery of the new Waste Connections trash carts, specifically, questions about when they would be received or concerns that some residents had received theirs while others had not.

Waste Connections has established 244 new accounts for residents who were previously not being billed for service.

Additionally, 89 accounts have been created for residents participating in the new Joshua Recycling Program.

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

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

Mayor Kimble provided a brief update on the Joshua United event.

He noted that the event was a great success, with over 1,000 citizens in attendance. Mayor Kimble expressed appreciation for the collaboration between the City of Joshua and Joshua United in making the event a memorable community gathering.

F. PUBLIC FORUM, PRESENTATION, AND RECOGNITION:

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

1. Presentation of Certificates of Election and administering the Oath of Office to the newly elected officials.

Mayor Kimble presented Certificates of Election, and the City Secretary Holloway administered the Oath of Office to the newly elected officials.

G. CONSENT AGENDA

1. Discuss, consider, and possible action on April 15, 2025, meeting minutes. (Staff Resource: A. Holloway)
2. Discuss, consider, and possible action on a Resolution approving the City of Joshua Investment Report for the Quarter Ending March 31, 2025. (Staff Resource: M. Freelen)
3. Discuss, consider, and possible action on a Resolution to update the FY 24.25 Pay Plan. (Staff Resource: B. Grounds)
4. Discuss, consider, and possible action on a Resolution to update the Employee Handbook. (Staff Resource: B. Grounds)

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

H. REGULAR AGENDA

1. Discuss, consider, and possible action on a Resolution nominating a candidate to the Johnson County Central Appraisal District Board of Directors. (Staff Resource: A. Holloway)

Motion made by Councilmember Kidd to nominate Jason Marbut. Seconded by Councilmember Marshall.

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

2. Discuss, consider, and possible action on authorizing the City Manager to execute a Professional Services Agreement with Teague Nall and Perkins, Inc. (TNP) for the preparation and submission of the City's required MS4 annual stormwater reports to the Texas Commission on Environmental Quality (TCEQ) for permit years 2025–2027. (Staff Resource: A. Maldonado)

Motion made by Councilmember Kidd to authorize the city manager to execute a Professional Service Agreement with Teague Naill and Perkins, Inc. Seconded by Councilmember Anderson.

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

3. Discuss, consider, and possible action on an Ordinance amending the FY 2025 budget. (Staff Resource: M. Peacock)

Motion made by Councilmember Anderson to approve an Ordinance amending the FY 2025 Budget. Seconded by Councilmember Marshall.

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

I. STAFF REPORT

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

J. EXECUTIVE SESSION

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

1. Pursuant to Section 551.074 of the Texas Government Code, to discuss and consider personnel matters, and all matters incident and related thereto.

Mayor Kimble announced the City Council will recess into Executive Session at 7:12 pm.

K. RECONVENE INTO REGULAR SESSION

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

Mayor Kimble announced the City Council will reconvene into Regular Session at 7:39 pm.

No action taken.

Item 1.

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

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

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

- Code Enforcement issues next to the Pennzoil business on Broadway
- Street bond update

M. ADJOURNMENT

Mayor Kimbell adjourned the meeting at 743 pm.

Approved: July 17, 2025

Scott Kimble, Mayor

ATTEST:

Alice Holloway, City Secretary



**City Council Agenda
June 17, 2025**

Resolution

Action Item

Agenda Description:

Discuss, consider, and possible action on a resolution approving the City of Joshua Investment Report for the Quarter Ending June 30, 2025. (Staff Resource: M. Freelen)

Background Information:

Chapter 2256.023 of the Texas Government Code states a written quarterly investment report must be prepared by the investment officer and submitted to the governing body. For the quarter ending June 30, 2025, the City invested funds in Local Government Investment Pool(LGIP), TexSTAR in addition to funds held in interst-bearing accounts at the depository bank. Included with the investment report is the newsletter from TexSTAR, providing information on the average yield, net asset value, weighted average maturity, and portfolio composition at the end of the reporting quarter. As of June 30, 2025, there was \$11,054,024.16 invested, with total quarterly interest income of \$108,585.44.

Financial Information:

N/A

City Contact and Recommendations:

Marcie Freelen, Finance Director

Staff recommends approval of resolution.

Attachments:

1. Investment Report
2. Resolution



Investment Report

For the Quarter Ending

June 30, 2025

This report is in compliance with the strategies as approved in the City of Joshua's Investment Policy and the Public Funds Investment Act.

A handwritten signature in black ink, appearing to read "Mike Peacock".

Mike Peacock, City Manager

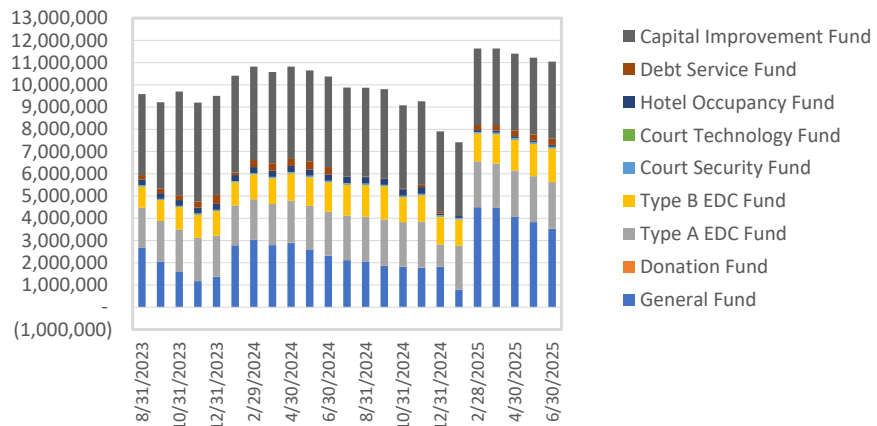
A handwritten signature in black ink, appearing to read "Marcie Freelen".

Marcie Freelen, Finance Director

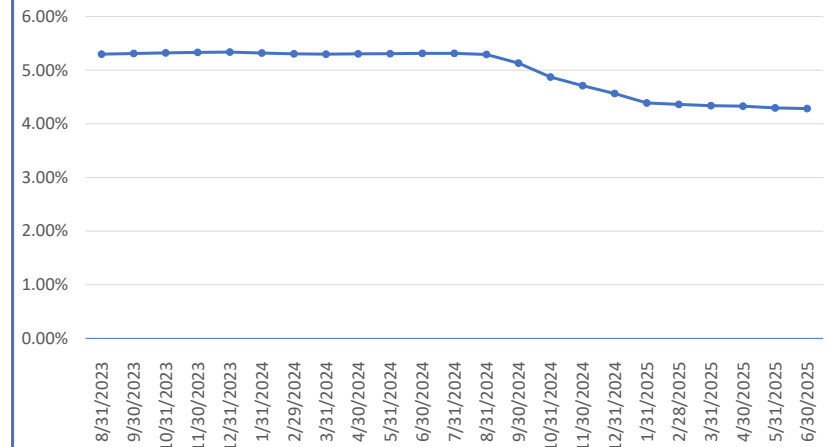
Account Name	Investment Date	Maturity Date	Par	*Ending Market Value 3/31/2025	Net Additions and Withdrawals	*Ending Market Value 6/30/2025	Market Change	Maturity in Days	Weighted Average Maturity	Interest Earned	Average Yield in Percent
Pinnacle-General Revenue	Daily	Open	\$ 35,000.00	\$ 35,000.00	\$ -	\$ 35,000.00	\$ -	1	0.00	\$ 8.15	0.07%
Pinnacle-General Revenue-ICS	Daily	Open	\$ 1,014,826.61	\$ 545,701.53	\$ 469,125.08	\$ 1,014,826.61	\$ -	1	0.09	\$ 4,726.09	2.00%
Pinnacle-TIF	Daily	Open	\$ 35,000.00	\$ 35,000.00	\$ -	\$ 35,000.00	\$ -	1	0.00	\$ 8.73	0.07%
Pinnacle-TIF-ICS	Daily	Open	\$ 267,973.09	\$ 228,400.86	\$ 39,572.23	\$ 267,973.09	\$ -	1	0.02	\$ 1,792.09	2.00%
Pinnacle-Type A EDC	Daily	Open	\$ 373.42	\$ 35,000.00	\$ (34,626.58)	\$ 373.42	\$ -	1	0.00	\$ 6.24	0.07%
Pinnacle-Type A EDC-ICS	Daily	Open	\$ 352.94	\$ 796,381.90	\$ (796,028.96)	\$ 352.94	\$ -	1	0.00	\$ 4,573.95	2.00%
Pinnacle-Type B EDC	Daily	Open	\$ 35,000.00	\$ 35,000.00	\$ -	\$ 35,000.00	\$ -	1	0.00	\$ 8.73	0.07%
Pinnacle-Type B EDC-ICS	Daily	Open	\$ 974,030.58	\$ 895,964.70	\$ 78,065.88	\$ 974,030.58	\$ -	1	0.09	\$ 7,190.55	2.00%
Pinnacle-Hotel Occupancy Tax	Daily	Open	\$ 35,000.00	\$ 35,000.00	\$ -	\$ 35,000.00	\$ -	1	0.00	\$ 8.73	0.07%
Pinnacle-Hotel Occupancy Tax-ICS	Daily	Open	\$ 55,845.33	\$ 53,182.36	\$ 2,662.97	\$ 55,845.33	\$ -	1	0.01	\$ 416.18	2.00%
Pinnacle-2010 GO Bonds	Daily	Open	\$ 35,000.00	\$ 35,000.00	\$ -	\$ 35,000.00	\$ -	1	0.00	\$ 8.73	0.07%
Pinnacle-2010 GO Bonds-ICS	Daily	Open	\$ 21,579.04	\$ 21,469.48	\$ 109.56	\$ 21,579.04	\$ -	1	0.00	\$ 160.83	2.00%
Pinnacle-2020 GO Bonds	Daily	Open	\$ 35,000.00	\$ 35,000.00	\$ -	\$ 35,000.00	\$ -	1	0.00	\$ 8.73	0.07%
Pinnacle-2020 GO Bonds-ICS	Daily	Open	\$ 2,716,575.23	\$ 2,690,677.37	\$ 25,897.86	\$ 2,716,575.23	\$ -	1	0.25	\$ 25,949.13	3.85%
TexStar	Daily	Open	\$ 5,792,467.92	\$ 6,128,749.34	\$ (336,281.42)	\$ 5,792,467.92	\$ -	1	0.52	\$ 63,718.58	4.30%
Total			\$ 11,054,024.16	\$ 11,605,527.54	\$ (551,503.38)	\$ 11,054,024.16			1.00	\$ 108,585.44	

* Investments in local government investment pools have beginning and ending general ledger balances that are the same as beginning and ending market values.

Balances By Fund



TexSTAR Average Yield



RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS
ACCEPTING AND APPROVING THE INVESTMENT REPORT FOR THE QUARTER
ENDING JUNE 30TH, 2025; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Chapter 2256.023 of the Texas Government Code states a written quarterly investment report must be prepared by the investment officer and submitted to the governing body; and

WHEREAS, for the quarter ending June 30, 2025, in addition to interest-bearing depository bank accounts, the City invested in one local government investment pool, (TexSTAR) for which a newsletter from the pool provides information on their average yield, net asset value, weighted average maturity, and portfolio composition at the end of the reporting quarter has been provided; and

WHEREAS, as of June 30, 2025, there was \$11,054,024.16 invested in the depository bank and investment pool, with total quarterly interest income of \$108,585.44.

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

SECTION 1. The City Council of the City of Joshua Council hereby accepts and approves the Investment Report for the quarter ending June 30, 2025.

SECTION 2. This resolution shall take effect immediately after its passage on the date shown below.

PASSED AND APPROVED this the 17th day of July, 2025 at a regular meeting of the City Council of the City of Joshua, Texas.

Scott Kimble
Mayor

ATTEST:

Alice Holloway
City Secretary



**City Council Agenda
July 17, 2025**

Minutes Resolution

Regular Item

Agenda Description:

Discuss, consider, and possible action on a resolution to update the FY 24.25 Pay Plan. (Staff Resource: B. Grounds)

Background Information:

The changes reflect the following: Adding a Fire Inspector/Investigator position.

Financial Information:

The position will be included in the FY 2026 budget as a part-time role.

City Contact and Recommendations:

Brittany Grounds, Human Resources Director.

Staff recommends approval.

Attachments:

1. Proposed Pay Plan Effective 07.17.2025
2. Resolution for Pay Plan 07.17.2025

Exhibit A

CITY OF JOSHUA
GENERAL PAY STRUCTURE
Proposed Effective 07/17/2025

Item 3.

Grade	Pay Frequency	FLSA Status	Pay Range		Position Title
			Minimum	Maximum	
100	Annual Hourly (2080)	Non-exempt	A \$ 27,000.00	\$ 32,000.00	Kennel Technician
			H \$ 12.98	\$ 15.38	
101	Annual Hourly (2080)	Non-exempt	A \$ 28,000.00	\$ 38,000.00	
			H \$ 13.46	\$ 18.27	
102	Annual Hourly (2080)	Non-exempt	A \$ 29,500.00	\$ 39,500.00	
			H \$ 14.18	\$ 18.99	
103	Annual Hourly (2080)	Non-exempt	A \$ 32,500.00	\$ 45,000.00	Parks Maintenance Worker
			H \$ 15.63	\$ 21.63	
104	Annual Hourly (2080)	Non-exempt	A \$ 35,000.00	\$ 47,500.00	Public Works Crew Member
			H \$ 16.83	\$ 22.84	
105	Annual Hourly (2080)	Non-exempt	A \$ 37,500.00	\$ 50,000.00	Animal Control Officer
		Non-exempt	H \$ 18.03	\$ 24.04	Code Enforcement Officer
		Non-exempt			Permit Clerk
106	Annual Hourly (2080)	Non-exempt	A \$ 40,000.00	\$ 55,000.00	Administrative Assistant II
		Non-exempt	H \$ 19.23	\$ 26.44	Finance Coordinator
107	Annual Hourly (2080)	Non-exempt	A \$ 42,500.00	\$ 57,500.00	Public Works Crew Leader
			H \$ 20.43	\$ 27.64	
108	Annual Hourly (2080)	Non-exempt	A \$ 45,500.00	\$ 60,500.00	Court Administrator/Clerk
		Non-exempt	H \$ 21.88	\$ 29.09	
109	Annual Hourly (2080)	Non-exempt	A \$ 48,500.00	\$ 63,500.00	
			H \$ 23.32	\$ 30.53	
110	Annual Hourly (2080)	Non-exempt	A \$ 52,500.00	\$ 67,500.00	Animal Services Manager
		Non-exempt	H \$ 25.24	\$ 32.45	Assistant to the City Manager -Communications Fire Inspector/Investigator Parks Manager Senior Building Inspector
111	Annual Hourly (2080)	Non-exempt	A \$ 58,500.00	\$ 73,500.00	
		Non-exempt	H \$ 28.13	\$ 35.34	
112	Annual Hourly (2080)	Non-exempt	A \$ 64,500.00	\$ 84,500.00	
			H \$ 31.01	\$ 40.63	
113	Annual Hourly (2080)	Non-exempt	A \$ 70,500.00	\$ 90,500.00	
			H \$ 33.89	\$ 43.51	

114	Annual	Exempt	A	\$ 76,500.00	\$ 96,500.00	Public Works Director	Item 3.
	Hourly (2080)	Exempt	H	\$ 36.78	\$ 46.39		
115	Annual	Exempt	A	\$ 86,500.00	\$ 106,500.00		
	Hourly (2080)		H	\$ 41.59	\$ 51.20		
116	Annual	Exempt	A	\$ 96,500.00	\$ 116,500.00	Human Resources Director Economic Development Director	
	Hourly (2080)	Exempt	H	\$ 46.39	\$ 56.01		
117	Annual	Exempt	A	\$ 106,500.00	\$ 126,500.00	Police Chief	
	Hourly (2080)	Exempt	H	\$ 51.20	\$ 60.82		
118	Annual	Exempt	A	\$ 116,500.00	\$ 136,500.00	Finance Director	
	Hourly (2080)		H	\$ 56.01	\$ 65.63		
119	Annual	Exempt	A	\$ 126,500.00	\$ 146,500.00	Assistant City Manager	
	Hourly (2080)		H	\$ 60.82	\$ 70.43		
120	Annual	Exempt	A	\$ 136,500.00	\$ 156,500.00		
	Hourly (2080)		H	\$ 65.63	\$ 75.24		
121	Annual	Exempt	A	\$ 146,500.00	\$ 166,500.00		
	Hourly (2080)		H	\$ 70.43	\$ 80.05		
122	Annual	Exempt	A	\$ 156,500.00	\$ 176,500.00		
	Hourly (2080)		H	\$ 75.24	\$ 84.86		

**CITY OF JOSHUA
PUBLIC SAFETY PAY STRUCTURE**

Police Department

Police Officer	Non-exempt	\$ 60,000.00	\$ 75,000.00
Police Sergeant	Non-exempt	\$ 76,000.00	\$ 88,000.00
Police Captain	Exempt	\$ 89,000.00	\$ 101,000.00

CITY OF JOSHUA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, AMENDING THE CITY OF JOSHUA PAY PLAN; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Joshua has adopted the revised pay plan to provide pay ranges for City employees; and

WHEREAS, the City Council of the City of Joshua finds it to be in the public's interest and the interest of the City to adopt the revised pay plan; and

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

SECTION 1

The City of Joshua's Pay Plan is hereby amended as shown in Exhibit "A," which is attached hereto and incorporated herein for all purposes.

SECTION 2

All orders, 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 3

This Resolution shall take effect immediately upon its passage, and it is so resolved.

PASSED, APPROVED, AND ADOPTED, by the City Council of the City of Joshua, Texas, this the 17th day of July 2025.

Scott Kimble, Mayor

ATTEST:

Alice Holloway, City Secretary

Terrence S. Welch, City Attorney

INTERLOCAL AGREEMENT – JCSUD AND THE CITY OF JOSHUA
WATER UTILITIES FACILITIES RELOCATION AND MAINTENANCE
JOSHUA MEADOWS PHASE 4 ADDITION

This **INTERLOCAL AGREEMENT FOR WATER UTILITIES FACILITIES RELOCATION AND MAINTENANCE** (“Agreement”) relative to the Joshua Meadows Ph 4 in the City of Joshua is entered into by and between Johnson County Special Utility District (“JCSUD”) and the City of Joshua, Texas (“Joshua” or the “City”), to be effective as of the last date of execution by JCSUD and Joshua (the “Effective Date”). JCSUD and Joshua may be referred to herein individually as a “Party” or collectively as the “Parties.”

WHEREAS, JCSUD is a conservation and reclamation district created pursuant to Section 59, Article XVI of the Texas Constitution and operating under Chapters 49 and 65 of the Texas Water Code; and

WHEREAS, Joshua is a home-rule city acting under its charter adopted pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code, as amended; and

WHEREAS, on or about TBD , the City approved a planned development for single-family residential development on 52.051 acres, more or less, to be known as the Joshua Meadows Ph 4 (the “Development”), and a legal description of such property is attached hereto as Exhibit A and incorporated by reference; and

WHEREAS, on or about April 14, 2025, JCSUD approved a planned development for single-family residential development consisting of 43 lot(s), with offsite improvements, to be known as the Joshua Meadows Ph 4 (the “Development”), an overall water facilities layout of said development is attached hereto as Exhibit B and incorporated by reference; and

WHEREAS, Joshua may act to take on certain capital projects (the “Projects”) such as roadway extensions or other right-of-way adjustments as designated by Joshua relative to the Development for the intended purpose of improved public access, including but not limited to additional lane capacity, storm drainage improvements, curbing, etc.; and

WHEREAS, such Projects relative to the Development may necessitate the adjustment, removal, and/or relocation of certain water utility facilities belonging to JCSUD, including but not limited to engineering, easement acquisition costs, and construction to relocate JCSUD utility lines along, within, or across any right-of-way within the City; and

WHEREAS, JCSUD is willing to work with the City to permit the relocation necessary for such projects relative to the Development, according to the terms and conditions set forth herein, including but not limited to reimbursement for any relocation.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration the receipt and sufficiency of which being hereby acknowledged, the Parties agree as follows:

I. RELOCATION

1. Area and Facilities Subject to Relocation. The Parties agree that the Projects relative to the Development will be thoroughly described and defined in any Project plans as submitted along with the City's formal request for relocation of waterline facilities.
2. Responsibility for Construction. The Parties agree that JCSUD shall be responsible for conducting necessary engineering, inspection, and/or surveying of the area to which the water utilities facilities will be relocated and acquiring easements for the relocation. The Parties agree that JCSUD shall review and approve the construction plans and provide inspection during construction. JCSUD agrees that Joshua may assign the necessary engineering, and/or subcontract any relocation work to any contractor, including to the general contractor selected by Joshua to undertake all or part of the Projects.
3. Construction Notice. After the Effective Date, Joshua agrees to provide written notice authorizing JCSUD to begin performing work for any relocation ("Construction Notice"). JCSUD agrees to perform such work diligently, and to conclude the relocation within one (1) year from the date of JCSUD's receipt of the Construction Notice ("Completion Date"). However, the Completion Date shall be extended for delays caused by events outside JCSUD's control, including but not limited to a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood, adverse weather, or other act of God, sabotage, interference by Joshua, including suspension under Section II of this Agreement, or any third party with JCSUD's ability to proceed with any relocation, or any other event in which JCSUD has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of JCSUD.

II. REIMBURSEMENT

1. Costs. Joshua agrees to reimburse JCSUD for any and all costs associated incurred by it with any water utilities facilities relocation relative to the Development, including, but not limited to, engineering, design, surveying, permitting, legal, and other consulting costs, costs of acquiring easements, oversight costs associated with JCSUD's internal administration and staff, and any and all construction and inspection costs.
 - i. The Parties agree that the estimated costs constitute a reasonable estimate of the costs of any relocation. The Parties acknowledge that the costs may increase or decrease from the total amount, but such increase or decrease shall not relieve Joshua of the duty to reimburse JCSUD. If JCSUD anticipates an increase in the estimated costs of more than five percent (5%), then JCSUD or its engineer will provide a change order to Joshua identifying the amount of the anticipated change and the reason for the anticipated change ("Change Order"). JCSUD agrees to use reasonable efforts to provide any Change Order to Joshua within fourteen (14) days of the date that JCSUD, or its engineer, determines that an increase in costs is anticipated.
 - ii. In the event JCSUD elects to assign any relocation construction to Joshua for administration by Joshua's general contractor in accordance with Section I.2. of

this Agreement, the Parties agree that Joshua may pay its general contractor directly rather than reimbursing JCSUD for costs incurred by the general contractor.

- iii. Joshua will not be responsible for the incremental construction costs, as reasonably determined by JCSUD's engineer, resulting from the improvement, upgrading, oversizing, or betterment (the "Betterment") of existing facilities; provided, however, that nothing herein shall prohibit JCSUD from electing to improve or otherwise better its facilities simultaneously with any relocation. The expected incremental construction costs associated with the Betterment shall be listed and itemized in writing by JCSUD.
 - iv. Where JCSUD's policies, rules, and procedures, then in effect, require a particular line to be of a different size than the existing line which is subject to relocation (including JCSUD's minimum line size policy), the Parties acknowledge and agree that meeting the requirements of such a policy, rule or procedure will not be considered Betterment and the costs of such change will not be within the Betterment costs.
2. Invoices. JCSUD agrees to account for any relocation costs using JCSUD's established accounting procedures. JCSUD will submit invoices for work performed on an incremental basis throughout any relocation. JCSUD will provide documentation in support of the invoices as reasonably requested in writing by Joshua.
3. Payment of Invoices. Joshua will pay the invoices submitted by JCSUD within thirty (30) days of Joshua's receipt of the invoice. If Joshua disputes any amount of an invoice, Joshua agrees to pay the full amount of the invoice and to submit notice, in writing, to JCSUD of the amount Joshua disputes and the reason for such dispute within thirty (30) days of receipt of the invoice. Invoices for which no such timely notification is received shall be deemed accepted by Joshua as true and correct. The Parties shall seek to resolve all such disputes expeditiously and in good faith.
4. Failure to Pay Invoices. Joshua agrees that the failure to pay any invoice within sixty (60) days of receipt of the invoice will constitute a material breach of this Agreement and will entitle JCSUD to all remedies available in law or in equity, including, but not limited to, termination of this Agreement. All late payments shall bear interest at the lesser rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Joshua shall also reimburse JCSUD for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available, JCSUD shall be entitled to suspend any Project if Joshua fails to pay any invoice when due hereunder and such failure continues for sixty (60) days following written notice thereof.

III. MAINTENANCE

The Parties agree that JCSUD shall be the entity of record to repair its distribution lines and all related facilities as needed to maintain normal operations. Joshua agrees that JCSUD may place, construct, maintain and operate new water utilities facilities for the Development in Joshua's right-of-way or easements; however, in the event that Joshua thereafter desires the relocation of those water utilities facilities, Joshua shall be responsible for the costs associated with such relocation,

and JCSUD and Joshua will coordinate the relocation process. JCSUD may utilize appropriate Joshua contractors or in-house forces on a “cost plus” basis when such use is available without causing delay or harm to Joshua.

IV. BENEFIT

Absent this Agreement, JCSUD would seek to install all distribution/collection lines and related facilities within an easement at every opportunity since JCSUD is subject to the City’s demand to relocate utilities when Joshua engages a capital project where its placement will be in conflict with the existing location of JCSUD’s utilities within the City right-of-way. This Agreement enables JCSUD to comply with the City’s development standards whereby water and sewer facilities are planned and installed within the jurisdictional area of the City and its rights-of-way to optimize land use to the benefit of Joshua and its development planning relative to the Development. Accordingly, Joshua assures that JCSUD water and sewer facilities may be located within the City right-of-way and while other utilities may cross over, Joshua shall ensure no other utilizes run along JCSUD’s facilities closer than two feet (2’) from JCSUD’s facilities so that normal maintenance is not impeded.

V. MISCELLANEOUS

1. Notices. Notices shall be in writing and delivered personally, or mailed by registered mail or certified mail, return receipt requested, postage prepaid, or transmitted by facsimile transmission (receipt of such transmission to be acknowledged by the recipient) to the Parties at their respective addresses shown below:

Johnson County Special Utility District
Attn: Joshua Howard, General Manager
P.O. Box 1390
Joshua, TX 76058
(817) 760-5200

City of Joshua
Attn: Mike Peacock, City Manager
101 S. Main St.
Joshua, TX 76058
(817) 558-7447

2. Compliance with Applicable Laws. The Parties agree that they will comply with all federal and state laws, rules, and regulations applicable to construction associated with the Projects and any relocation.

3. Disclaimer of Indemnification. The Parties agree that neither of them may indemnify the other under Texas state law for any reason, including any tort or other claim for (i) any injury or death of any person; (ii) any loss or damage to a vehicle or other personal property; or (iii) any loss or damage to any real property.

4. Governing Laws. This Agreement shall be governed by and construed and enforced under the laws of the State of Texas.
5. Venue. The obligations and undertakings of each of the Parties to this Agreement shall be performed in Johnson County, Texas. The parties expressly agree that all judicial proceedings to enforce any of the provisions of this Agreement shall take place in Johnson County, Texas.
6. Third Party Beneficiaries. The Parties agree that there are no third party beneficiaries to this Agreement.
7. Attorneys' Fees. Except as provided in Section II of this Agreement, each Party shall bear its own attorneys' fees and costs related to this Agreement.
8. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter of the Agreement. No agreement, statement, or promise made by any Party or to any employee, agent, or officer of any Party that is not contained in this Agreement shall be valid, binding, or of any force or effect.
9. Exhibits. All Exhibits hereto are incorporated as if set forth in their entirety in this Agreement.
10. Amendment. Any amendments to this Agreement must be in writing and signed by all the Parties.
11. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective successors, heirs, representatives, and assigns. Notwithstanding the foregoing, no Party to this Agreement may assign their rights or obligations under this Agreement without the written consent of the other Parties.
12. Construction. This Agreement shall be deemed drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against either Party shall not apply. When required by context, the gender of words in this Agreement includes the masculine, feminine, and neuter genders and the singular includes the plural (and vice-versa). The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
13. Severability. Should any provision of this Agreement be declared void by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.
14. Authority. The respective signatories to this Agreement represent that they are authorized to sign this Agreement on behalf of their respective Party, and that such signatory has received the necessary approval of its governing body to execute this Agreement on the Party's behalf.
15. Execution. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which counterparts, when taken together, shall constitute one and the same Agreement. The Parties agree that delivery of a signed counterpart, or the signed

Agreement or amendment by facsimile or electronic mail, shall be deemed the same as the delivery of an original document.

16. Enforceability. The Parties acknowledge and agree that this Agreement is a written contract stating the essential terms of the Parties' agreement for providing goods and services under Subchapter I of Chapter 271 of the Texas Local Government Code.

17. Waiver. Any waiver by any Party of its rights with respect to a default or requirement under this Agreement will not be deemed a waiver of any subsequent default or other matter.

JOHNSON COUNTY SPECIAL UTILITY DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

Name: _____

[SEAL]

CITY OF JOSHUA, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

Name: _____

[SEAL]

EXHIBIT A
(Joshua Meadows Ph 4 Property Legal Description)

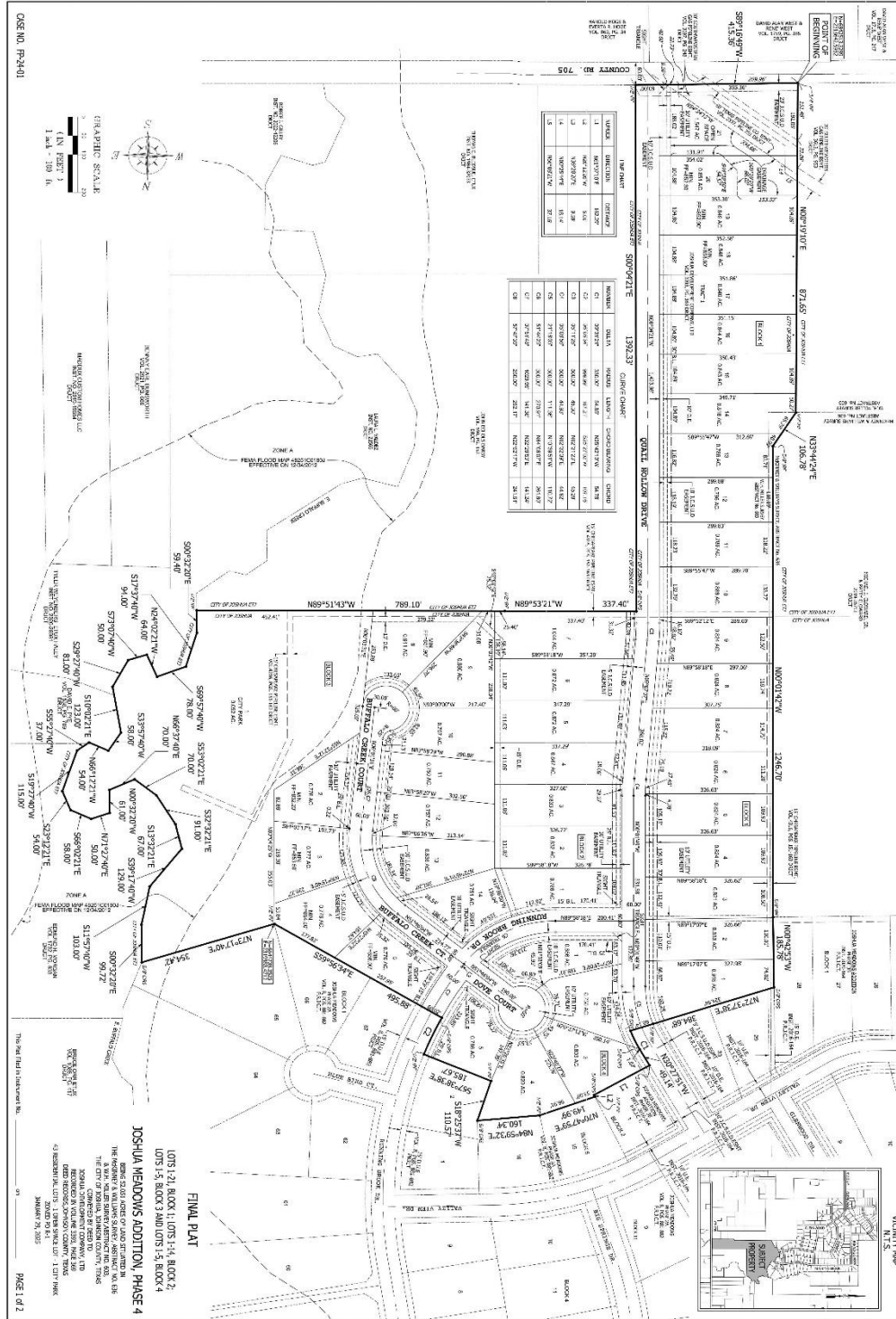
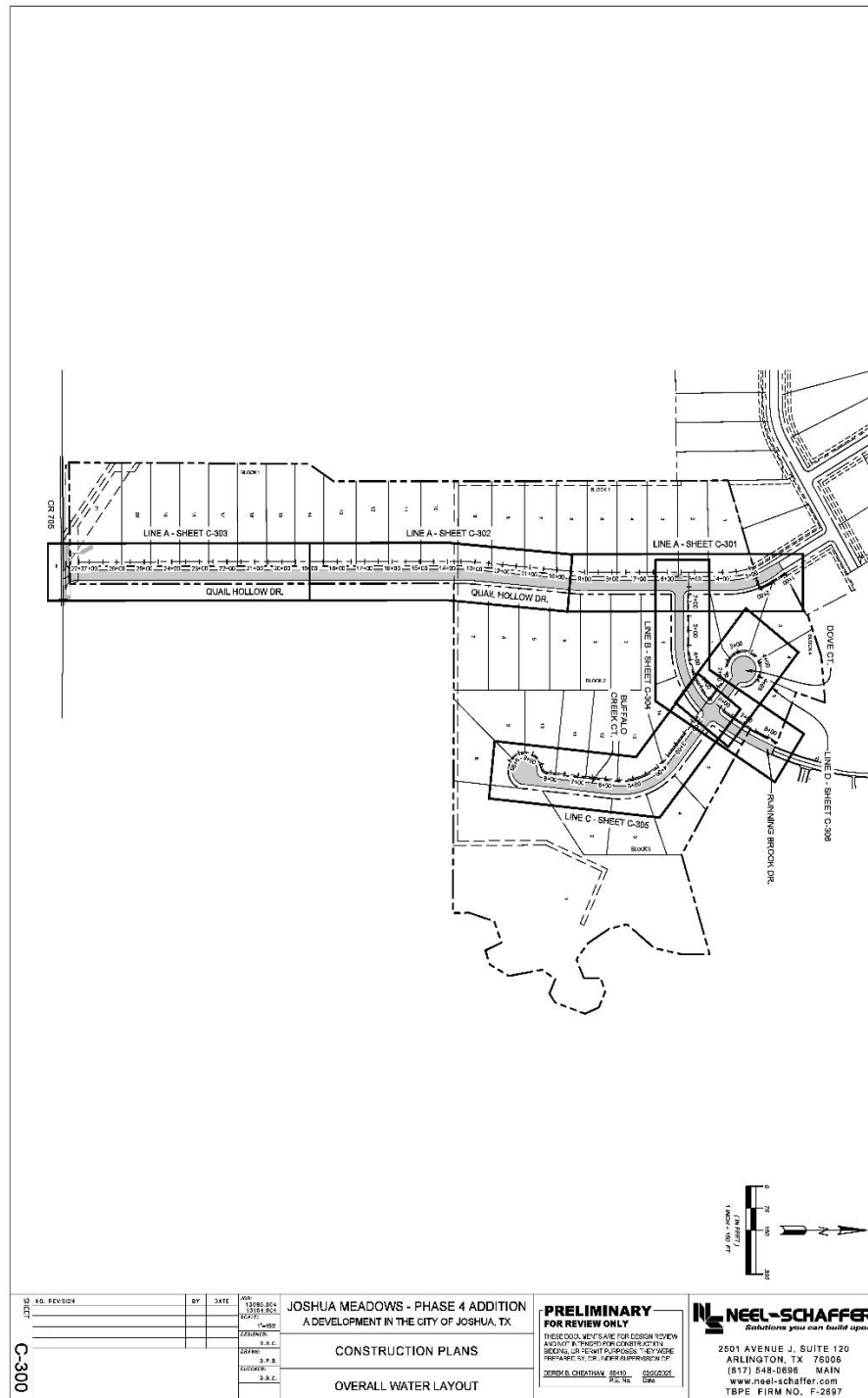
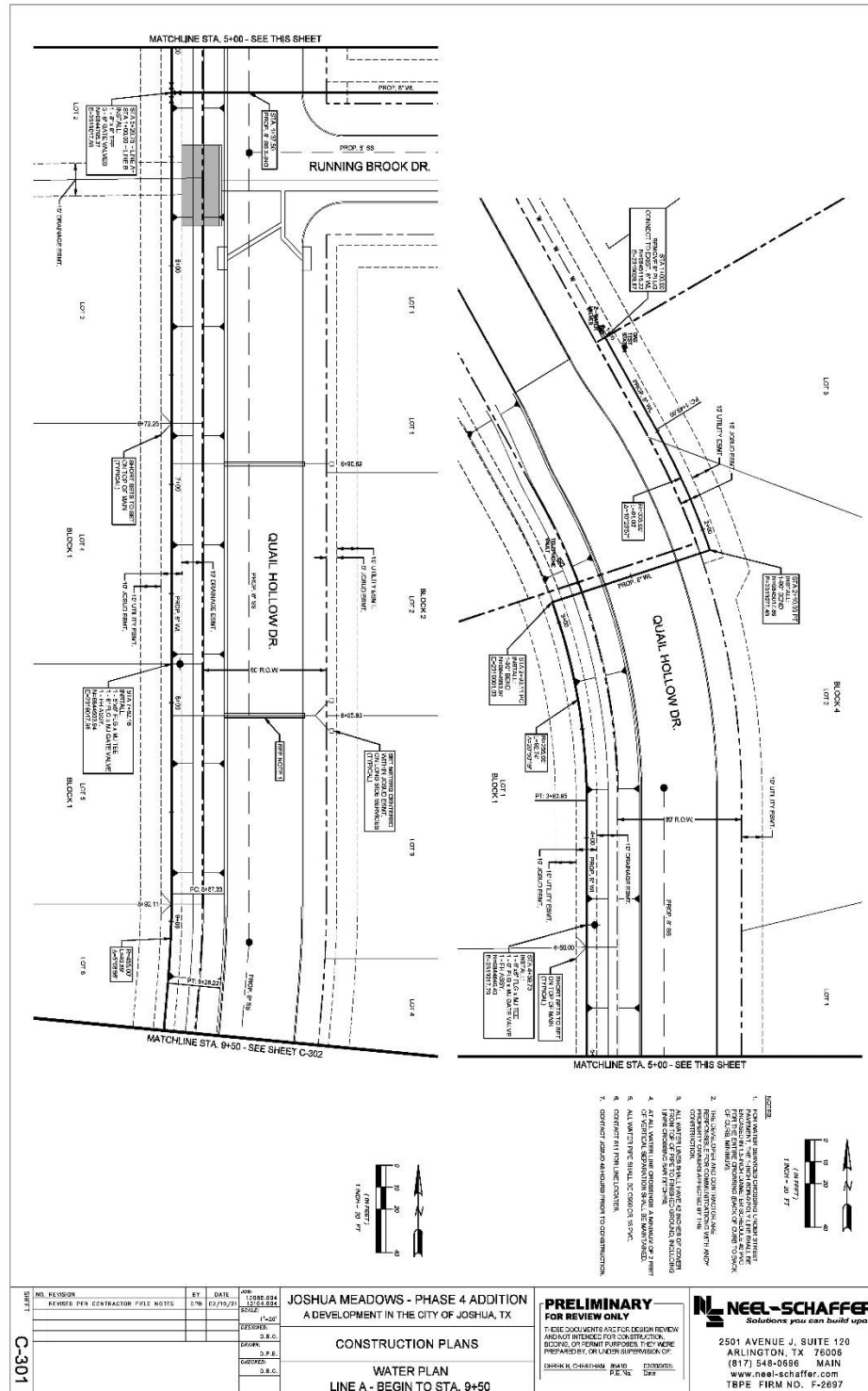


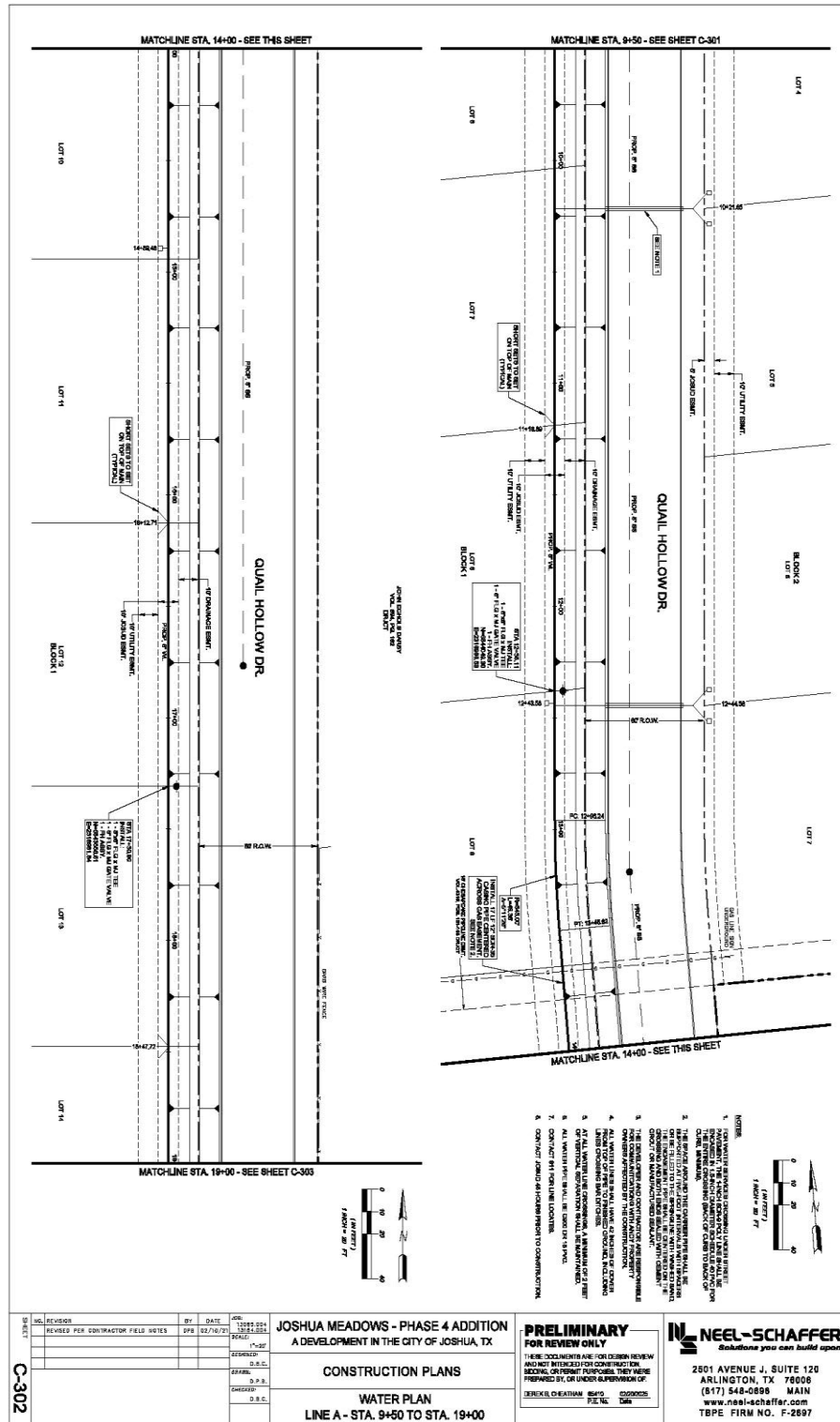
EXHIBIT B

(Joshua Meadows Ph 4-JCSUD Approved Water Facilities Layout)

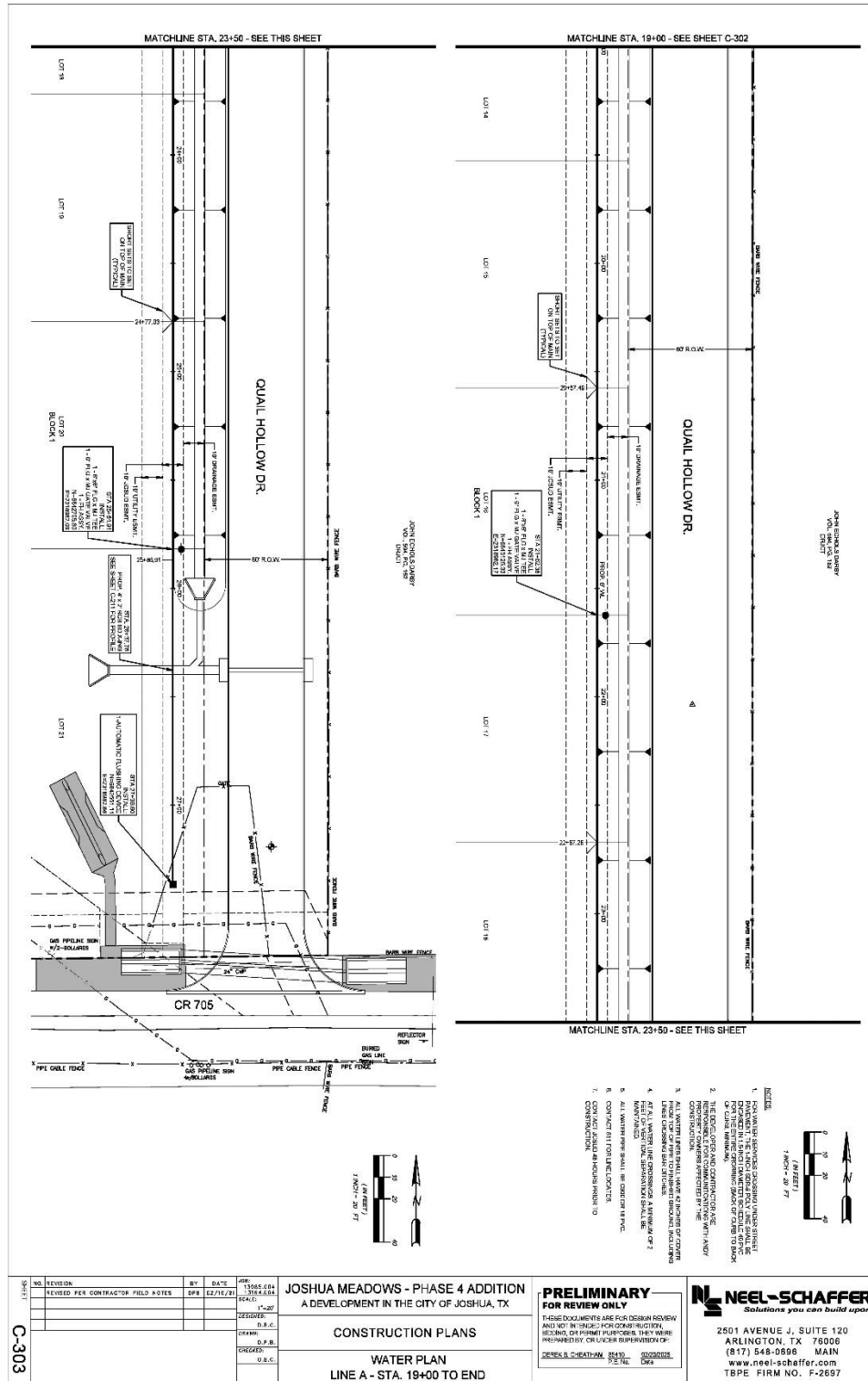
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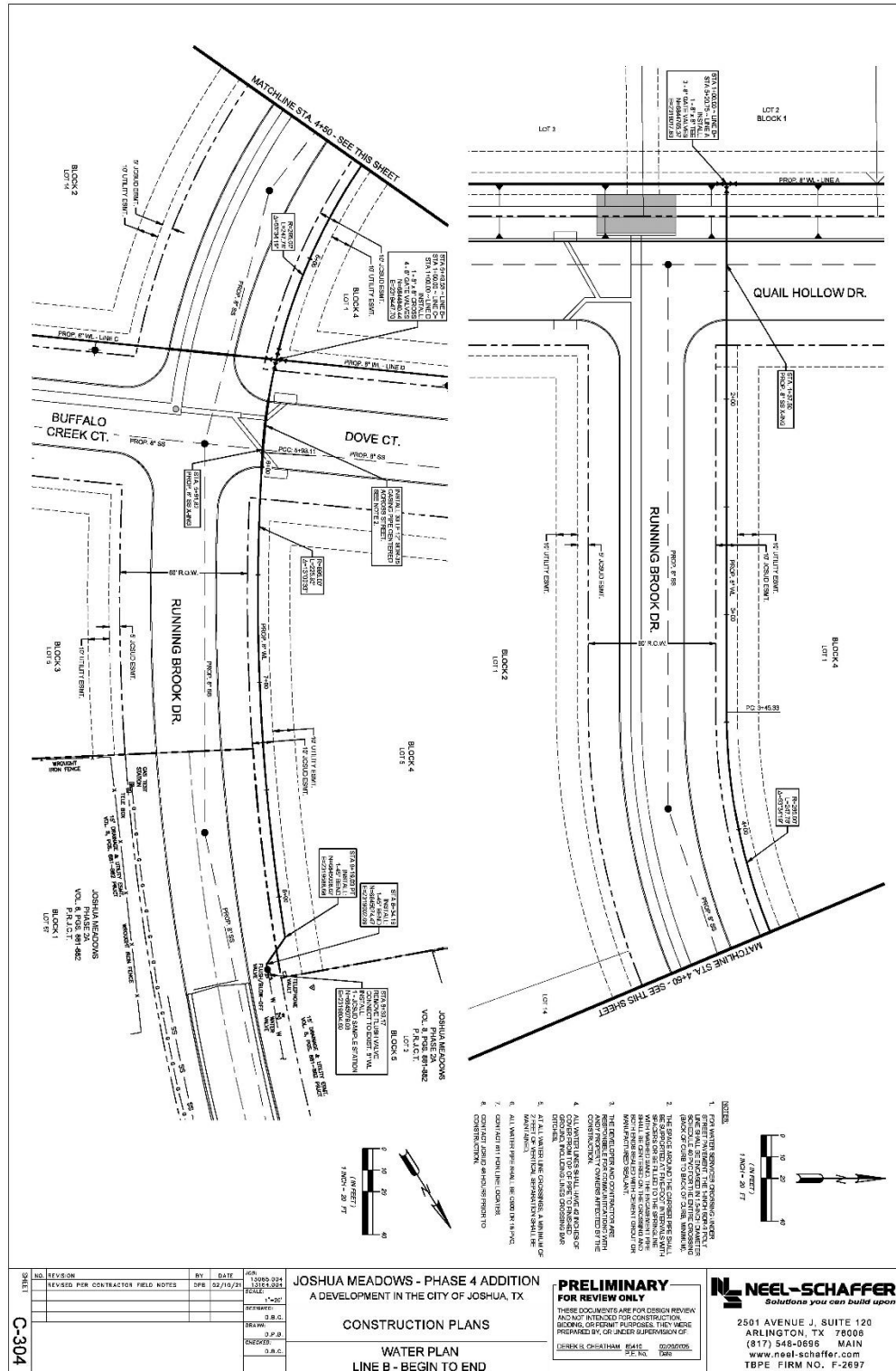




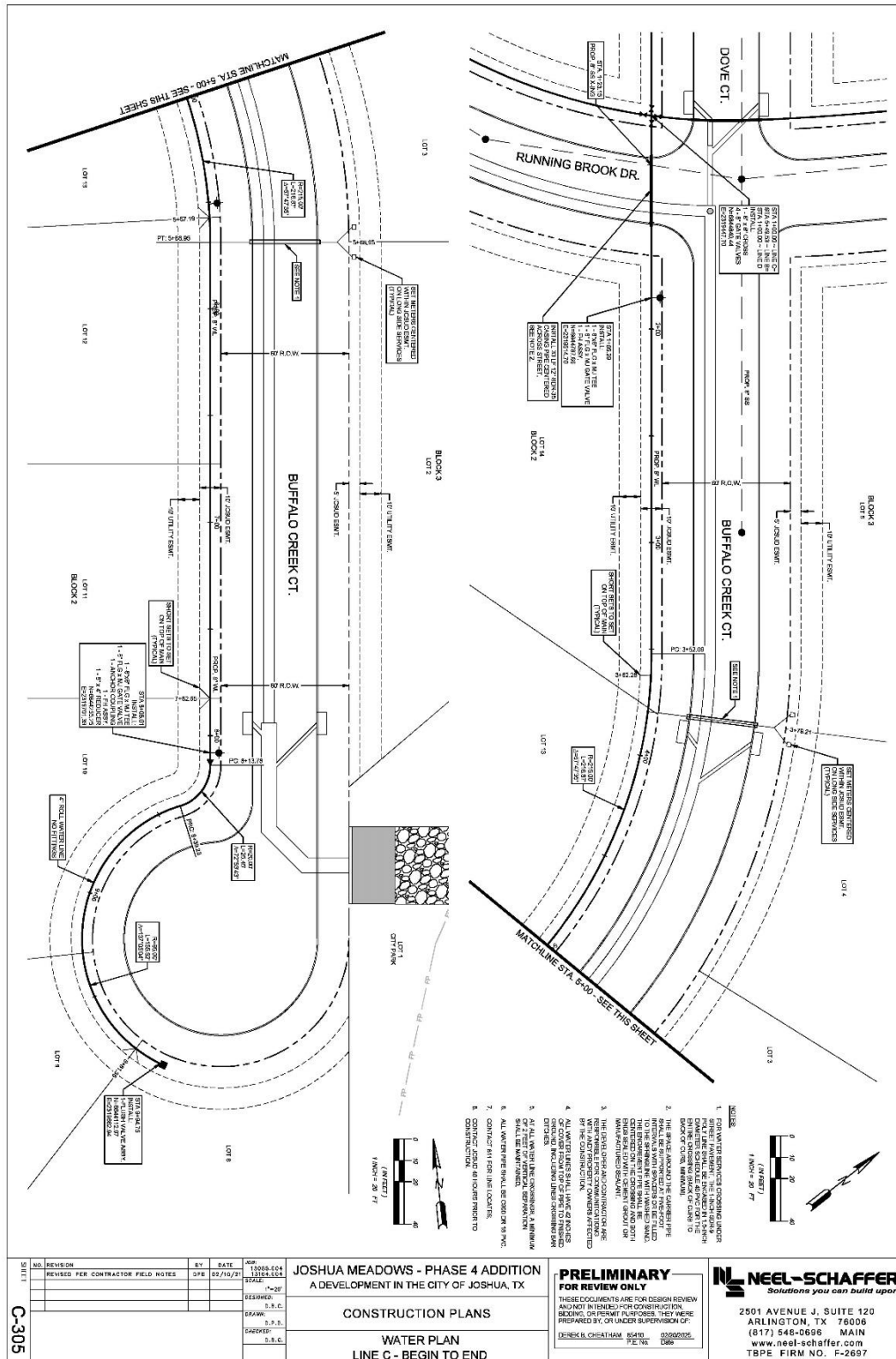


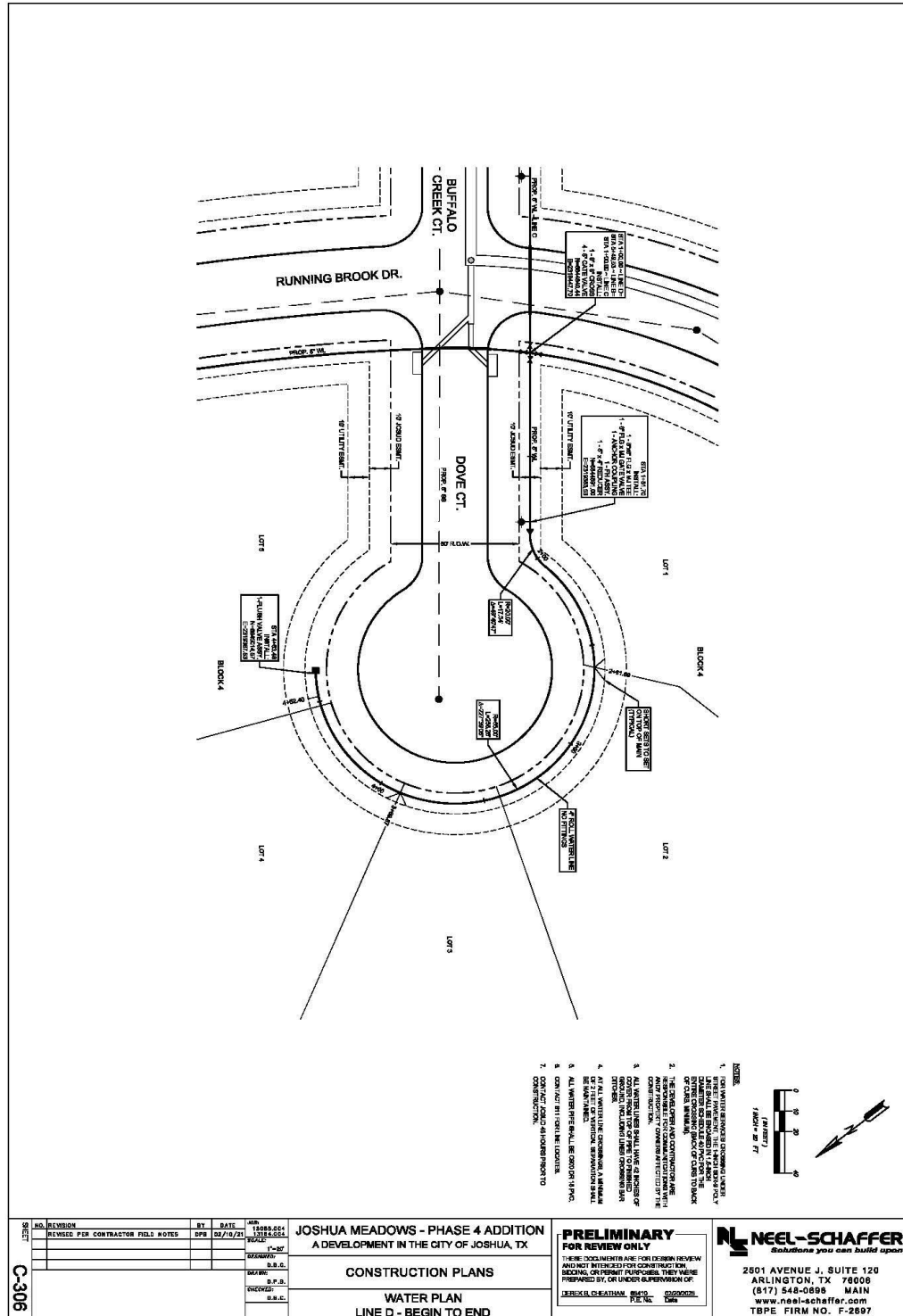
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CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT

THIS CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT ("Agreement") is made and entered into by and between the City of Joshua, Texas ("City"), and Rumfield Properties ("Developer") and effective on the Effective Date, as established herein.

WHEREAS, Developer is developing a retail building and parking lot located at 207 North Main Street in the City ("Property"), to be constructed in accordance with the exhibits attached hereto, and as more fully described herein; and

WHEREAS, a depiction of a Site Plan ("Site Plan") for the Property is attached hereto as Exhibit A and incorporated by reference, and the retail building elevations are attached hereto as Exhibit B and incorporated by reference; and

WHEREAS, Developer has agreed to construct the parking lot at 203 and 207 North Main Street, as depicted in the Site Plan, on property ("Parking Lot Property") owned by the City's Type A Economic Development Corporation, subject to the terms contained in this Agreement; and

WHEREAS, the City has the authority under Chapter 380 of the Texas Local Government Code to make loans or grants of City funds for the purposes of promoting local economic development and stimulating business and commercial activity; and

WHEREAS, Developer and the City agree to be subject to the terms and conditions of this Agreement for the reimbursement of funds to Developer for Developer's construction of a parking lot on the Parking Lot Property, and the City and Developer acknowledge and agree that such agreement promotes the continued economic development of the City; and

WHEREAS, Developer and the City recognize that this Agreement and all terms and provisions herein are subject to the laws of the State of Texas; and

WHEREAS, the City Council has considered and approved this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer and the City hereby agree as follows:

1. **Authority.** The City's execution of this Agreement is authorized by Chapter 380 of the Texas Local Government Code and constitutes a valid and binding obligation of the City. Developer's execution and performance of this Agreement constitutes a valid and binding obligation of Developer in the event Developer proceeds with the construction of a parking lot on the Parking Lot Property in the City. The City acknowledges that Developer is acting in reliance upon the City's performance of its obligations under this

Agreement in making its decision to commit substantial resources and money for the construction of the parking lot on the Parking Lot Property.

2. **Effective Date.** This Agreement shall be effective as of the date the last Party executes this Agreement and shall terminate when all terms and conditions of this Agreement have been fulfilled, specifically when Developer has been fully reimbursed for its costs of the construction of the parking lot, unless otherwise terminated by the Parties.

3. **Parking Lot Construction.** Developer shall construct a parking lot on the Parking Lot Property, subject to the following conditions:

A. The construction plans for the construction of the parking lot shall be approved by the City Engineer prior to the commencement of any construction. The City Engineer shall endeavor to review all submitted construction plans as promptly as feasible and all construction shall be consistent with the approved construction plans.

B. The City, with the concurrence of the City's Type A Economic Development Corporation, hereby grants a license to Developer to construct the parking lot on the Parking Lot Property, and the Parties agree and acknowledge that ownership of the Parking Lot Property shall remain with the City's Type A Economic Development Corporation.

C. The estimated cost for the construction of the parking lot is \$84,650.00 as of the date of execution of this Agreement. Developer shall obtain at least three (3) bids from qualified contractors for the construction of the parking lot, and the City shall assist Developer with any issues related to the bidding of the parking lot construction project.

D. If during construction of the parking lot, Developer experiences an unavoidable cost increase related to such construction, Developer shall submit a cost increase request to the City. After review and approval of such cost increase by the City, not to be unreasonably withheld, the additional cost shall become a part of the construction costs. Upon completion of the construction of the parking lot, Developer shall submit a copy of its actual final costs for the construction of the parking lot.

E. Developer shall execute a performance bond for the construction of the parking lot to ensure completion of same. The bond must be executed by a corporate entity in accordance with Chapter 2253 of the Texas Government Code, as amended. Further, prior to the City's acceptance of the parking lot, Developer (or any contractor it engages to construct the parking lot) shall execute a "bills paid" affidavit with the City, verifying that all subcontractors have been paid.

F. Upon the City's acceptance of the parking lot, Developer shall provide the City with a two-year warranty and provide same to the City.

4. **Reimbursement to Developer by City.**

A. Upon acceptance of the parking lot, the City will provide for quarterly payments ("Payments") to be made to Developer by establishing a separate fund at the City, or a subaccount of an existing fund in the City treasury, as deemed appropriate by the City, into which certain Sales Taxes received by the City from the City's downtown will be deposited. When Sales Taxes are received by the City from the State Comptroller, the City shall make Payments to Developer promptly to reimburse Developer the costs it incurred for the construction of the parking lot. In no event shall the City make Payments to Developer until the City has inspected and approved the completed parking lot.

B. The Payments shall consist of a portion of the City's Sales Taxes attributable to businesses located in the City's downtown, as determined by the City in its sole discretion. The Payments shall continue each year until Developer has been fully reimbursed for the costs of the construction of the parking lot, as referenced herein.

C. The Payments shall be paid solely from lawfully available funds. As of the date of execution of this Agreement, the City may reimburse Developer from any of the following revenue streams: general sales tax proceeds or Type A economic development sales tax. Nothing in this Agreement shall obligate the City to designate a certain or exclusive revenue stream to be designated as the sole source of payments to Developer.

5. **Termination of this Agreement.** This Agreement shall terminate as follows:

A. If Developer has not commenced construction of the parking lot by January 1, 2026. For purposes of this Agreement, "commencement of construction" shall mean written authorization or approval by the City to proceed with construction of the parking lot.

B. If the City has paid to Developer any and all Payments in fulfillment of its financial obligations referenced herein.

C. Any warranty, representation or statement made or furnished to the City by or on behalf of Developer under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished, and Developer fails to cure same within thirty (30) days after written notice from the City describing the violation, or if such violation cannot be cured within such 30-day period in the exercise of all due diligence, then if Developer fails to commence such cure within such 30-day period or fails to continuously thereafter diligently prosecute the cure of such violation, or if Developer learns that any such warranty, representation or statement has become false or misleading at the time that it was made, and Developer fails to provide written notice to the City of the false and misleading nature of such warranty, representation or statement within ten (10) days after confirmed written notice to Developer, the City may declare default of this Agreement.

D. Failure of Developer to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any documents generated or otherwise created attendant to this Agreement or in any way related to this Agreement, or failure of Developer to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement between the City and Developer, and Developer fails to cure such failure within thirty (30) days after written notice from the City describing such failure, or if such failure cannot be cured within such 30-day period in the exercise of all due diligence, then if Developer fails to commence such cure within such 30-day period or fails to continuously thereafter diligently prosecute the cure of such failure, the City may declare default of this Agreement.

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

6. **Miscellaneous Provisions.** The following miscellaneous provisions are a part of this Agreement:

A. This Agreement constitutes an entire understanding and agreement of the Parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by all of the Parties hereto.

B. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Johnson County, Texas. Venue for any action arising under this Agreement shall lie in the state courts of Johnson County, Texas.

C. This Agreement shall become a binding obligation on the Parties on the Effective Date.

D. The City expressly waives its right of immunity to suit for enforcement and collection under this Agreement, but otherwise does not waive any statutory or common law right to sovereign immunity by virtue of its execution hereof.

E. The City represents and warrants that this Agreement has been approved by the City Council in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. Developer represents and warrants that this Agreement has been approved by the appropriate action of Developer, and that the individual executing this Agreement on behalf of Developer has been duly authorized to do so. Each Party acknowledges and

agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.

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

G. If a Party is in default, the aggrieved party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus, injunctive relief and termination of those provisions of this Agreement applicable to property owned by the defaulting party. Notwithstanding the foregoing, however, no default under this Agreement shall entitle the aggrieved party to the termination of this Agreement.

H. All notices required to be given under this Agreement shall be given in writing and shall be effective when actually delivered or when deposited in the United States mail, first class, postage prepared, addressed to the Party to whom the notice is to be given at the addresses shown below. Any Party may change its address for notices under this Agreement by giving formal written notice to the other Party, specifying that the purpose of the notice is to change the Party's address. For notice purposes, each Party agrees to keep the other informed at all times of its current address.

For the City: City of Joshua, Texas
101 South Main Street
Joshua, Texas 76058
Attention: City Manager

For Developer: Rumfield Properties, Inc.
P.O. Box 1687
Burleson, Texas 76097
Attention: Robbie Rumfield

I. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

J. Except as provided below, this Agreement and the rights and obligations contained herein may not be assigned by Developer without the prior written approval of the City not to be unreasonably withheld.

K. Notwithstanding anything contained herein regarding a time of commencement or completion of the construction of the parking lot, Developer shall be granted such additional time as may be required in the event of "force majeure" so long as Developer is diligently and faithfully pursuing commencement or completion of the

same. For purposes of this Agreement, the term "force majeure" shall mean any contingency or cause beyond the reasonable control of Developer, or its assignee, as the case may be, including, without limitation, acts of God, or the public enemy, war, riot, civil commotion, insurrection, governmental or de facto governmental action, fires, explosions, floods, strikes, epidemics or shortages of essential materials.

L. FROM THE EFFECTIVE DATE OF THIS AGREEMENT TO THE DATE ON WHICH ALL CONSTRUCTION OF THE PARKING LOT IS COMPLETED, AS CONTEMPLATED HEREIN, AND HAS BEEN ACCEPTED BY THE CITY, DEVELOPER, INDIVIDUALLY AND ON BEHALF OF ITS RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES AND/OR TRUSTEES, DOES HEREBY AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS ELECTED AND APPOINTED OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE) LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), CAUSED BY THE NEGLIGENT, GROSSLY NEGLIGENT, AND/OR INTENTIONAL ACT AND/OR OMISSION OF THE APPLICABLE DEVELOPER, ITS OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, REPRESENTATIVES, AGENTS, OR ANY OTHER THIRD PARTIES FOR WHOM SUCH DEVELOPER IS LEGALLY RESPONSIBLE, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, THE CONSTRUCTION OF THE IMPROVEMENTS CONTEMPLATED HEREIN (HEREINAFTER "CLAIMS"). DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND THE CITY AGAINST ALL SUCH CLAIMS ARISING UNDER THIS AGREEMENT, AND THE CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPER(S) IN PROVIDING SUCH DEFENSE.

M. In its reasonable discretion, the City shall have the right to approve counsel to be retained by Developer in fulfilling its obligation hereunder to defend and indemnify the City. The City reserves the right to provide a portion or all of its own defense, at its sole cost; however, the City is under no obligation to do so. Any such action by the City is not to be construed as a waiver of Developer's obligation to defend the City or as a waiver of Developer's obligation to indemnify the City pursuant to this Agreement. Developer shall retain City-approved defense counsel within seven (7) business days of the City's written notice that the City is invoking its right to indemnification under this Agreement.

N. Subsection (L), above, relative to indemnification, shall survive the termination of this Agreement.

O. The recitals contained in this Agreement: (a) are true and correct as of the effective date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City's City Council; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the

event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

P. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

Q. Developer certifies that it does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the term of this Agreement, Developer or its successors or assigns is convicted of a violation under 8 U.S.C. § 1324a(f), Developer or its successors or assigns shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of eight percent (8%), not later than the 120th day after the date the City notifies Developer or its successors or assigns of the violation.

R. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.

S. This Agreement contains the entire agreement between the Parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any Party.

T. Invalidation of any one of the provisions of this Agreement by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

U. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to mediation.

[Remainder of Page Intentionally Left Blank]

CITY OF JOSHUA, TEXAS

By: Scott Kimble

Printed Name: Scott Kimble

Title: Mayor

ATTEST:

Alice Holloway

Alice Holloway, City Secretary

ACKNOWLEDGMENT

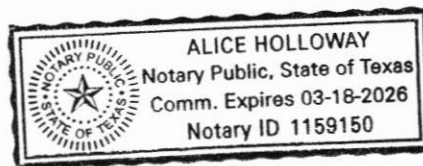
STATE OF TEXAS §

§

COUNTY OF JOHNSON §

This instrument was acknowledged before me on the 28 day of May, 2025, by Scott Kimble, Mayor of the City of Joshua, Texas, on behalf of said municipal corporation.

Alice Holloway
Notary Public, State of Texas

My commission expires: 3-18-26

RUMFIELD PROPERTIES, INC.:

By: _____

Printed Name: Robert RumfieldTitle: Vice President**ACKNOWLEDGMENT**

STATE OF TEXAS §

§

COUNTY OF JOHNSON §

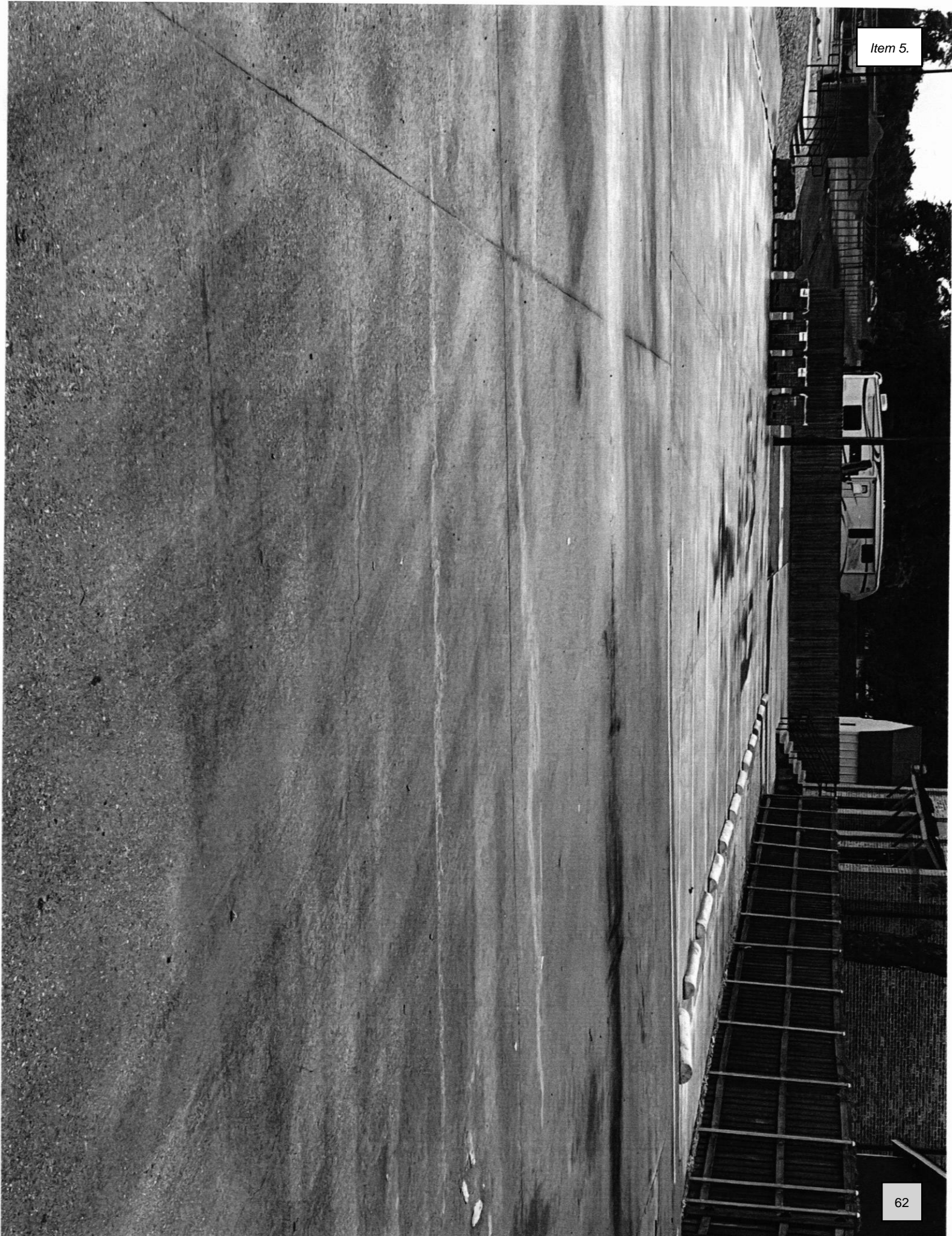
This instrument was acknowledged before me on the 14th day of April, 2025, by Robert Rumfield, Vice President of Rumfield Properties, Inc., on behalf of said corporation.

[Signature]
Notary Public, State of Texas

My commission expires:

4/21/2026

EXHIBIT A
(Site Plan)





**City Council Agenda
July 17, 2025**

Minutes Resolution

Action Item

Agenda Description:

Discuss, consider, and possible action on the appointment of Mayor Pro-Tem for a one-year term.

Background Information:

Home Rule Charter
ARTICLE III. THE CITY COUNCIL
§ 3.03. MAYOR AND MAYOR PRO TEM.

The Mayor shall preside at City Council meetings and shall be recognized as head of the City government but shall have no regular administrative duties other than signing such documents as the City Council may require. The Mayor shall have all the rights, duties, and responsibilities of a Councilmember, including the right to vote, but shall have no veto power. **The City Council shall elect one of its members Mayor Pro Tem to serve a one (1) year term.** The Mayor Pro Tem shall act as Mayor in the absence of the Mayor and shall have the same duties and powers as the Mayor when doing so. All legal documents shall be served to the Mayor and/or City Secretary.

Financial Information:

Alice Holloway

City Contact and Recommendations:

Alice Holloway, City Secretary

No recommendation from staff

Attachments:

NA



**Planning & Zoning Agenda
July 17, 2025**

Minutes Resolution

Action Item

Agenda Description:

Public hearing on a request for a zoning change regarding approximately 5.908 acres of land in the McKinney and Williams Survey, Abstract Number 636, County of Johnson, Texas, located at 965 County Road 705, to change from (A) Agricultural District to the (R-1) Single Family Residential District.

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

Background Information:

HISTORY: The property is currently unplatted and consists of approximately 5.908 acres.

ZONING: The property is zoned (A) Agricultural District, which has a 2-acre minimum lot size requirement.

ANALYSIS:

- The applicant intends to subdivide and sell a 1.5-acre portion of the property.
- The current Agricultural zoning does not allow a lot of this size.
- Rezoning to R-1 is consistent with surrounding development patterns and the Future Land Use Plan.
- Utilities and infrastructure appear to be available or can be extended to support the proposed use.

Financial Information:

The cost associated with the zoning change request is the publication expense and mailing of public hearing notices to property owners within 200 ft. as required by law. Public written notices sent out not less than 10 days before the P&Z public hearing and at least 15 days before the City Council public hearing.

City Contact and Recommendations:

Aaron Maldonado, Assistant City Mgr.

Staff recommends approval. The Planning & Zoning Board has made the recommendation for approval of the Zone Change during the July 7th meeting of 2025.

Item 2.

Attachments:

- 1) Rezone Application
- 2) Survey/Legal Description
- 3) Property Owner Letter
- 4) Vicinity Map
- 5) Public Notice Hearing

City of Joshua Development Services Universal Application

Item 2.

Please check the appropriate box below to indicate the type of application you are requesting and provide all information required to process your request.

- | | | |
|--|---|--|
| <input type="checkbox"/> Pre-Application Meeting | <input type="checkbox"/> Comprehensive Plan Amendment | <input checked="" type="checkbox"/> Zoning Change |
| <input type="checkbox"/> Conditional Use Permit | <input type="checkbox"/> Zoning Variance (ZBA) | <input type="checkbox"/> Subdivision Variance |
| <input type="checkbox"/> Preliminary Plat | <input type="checkbox"/> Final Plat | <input type="checkbox"/> Amending Plat |
| <input type="checkbox"/> Replat | <input type="checkbox"/> Planned Development Concept Plan | <input type="checkbox"/> Planned Development Detailed Plan |
| <input type="checkbox"/> Minor Plat | <input type="checkbox"/> Other _____ | |

PROJECT INFORMATION

Project Name: DIAZ ADDITION

Project Address (Location): 965 CR 705 JOSHUA TX. 76058

Existing Zoning: AGRICULTURAL Proposed Zoning: R-1 SINGLE FAMILY RESIDENTIAL

Existing Use: VACANT Proposed Use: RESIDENTIAL STRUCTURE

Existing Comprehensive Plan Designation: LOW DENSITY RESIDENTIAL Gross Acres: 5.908

Application Requirements: The applicant is required to submit sufficient information that describes and justifies the proposal. See appropriate checklist located within the applicable ordinance and fee schedule for minimum requirements. Incomplete applications will not be processed.

APPLICANT INFORMATION

Applicant: MELTON DIAZ JR Company: _____

Address: 5901 CR 1023 Tel: 862-202-6936 Fax: _____

City: JOSHUA State: TX ZIP: 76058 Email: meltondiaz1969@gmail.com

Property Owner: MELTON DIAZ JR. Company: _____

Address: 5901 CR 1023 Tel: _____ Fax: _____

City: JOSHUA State: TX ZIP: 76058 Email: meltondiaz1969@gmail.com

Key Contact: MELTON DIAZ JR Company: _____

Address: 5901 CR 1023 Tel: 862-202-6936 Fax: _____

City: JOSHUA State: TX ZIP: 76058 Email: meltondiaz1969@gmail.com

SIGNATURE OF PROPERTY OWNER OR APPLICANT (SIGN AND PRINT OR TYPE NAME)

SIGNATURE: Melton Diaz Jr
(Letter of authorization required if signature is other than property owner)

Print or Type Name: MELTON DIAZ JR.

Known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration expressed and in the capacity therein stated.

Given under my hand and seal of office on this 6th day of June, 2025

Cheryl McClain
Notary Public

Signature: Cheryl McClain Date: 5-6-25



For Departmental Use Only

25-00351-01 P225-01
Case No.: _____

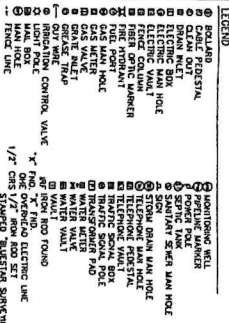
Project Manager: Milton Diaz
500.00 Application
Total Fee(s): 3,500.00 Deposit

Check No: C/C

Date Submitted: 5-6-25

Accepted By: CM

Date of Complete Application 5-6-25



SURVEYORS CERTIFICATION

I, Roy Rodriguez, Registered Professional Land Surveyor in and for the State of Texas, hereby certify that the foregoing is a true and correct copy of the actual survey made on the ground and that all lines and dimensions are correct to the best of my knowledge and as shown during the time of this survey, June 11, 2013.

Roy Rodriguez
Roy Rodriguez, R.P.L.S., No. 55961

[illegible]

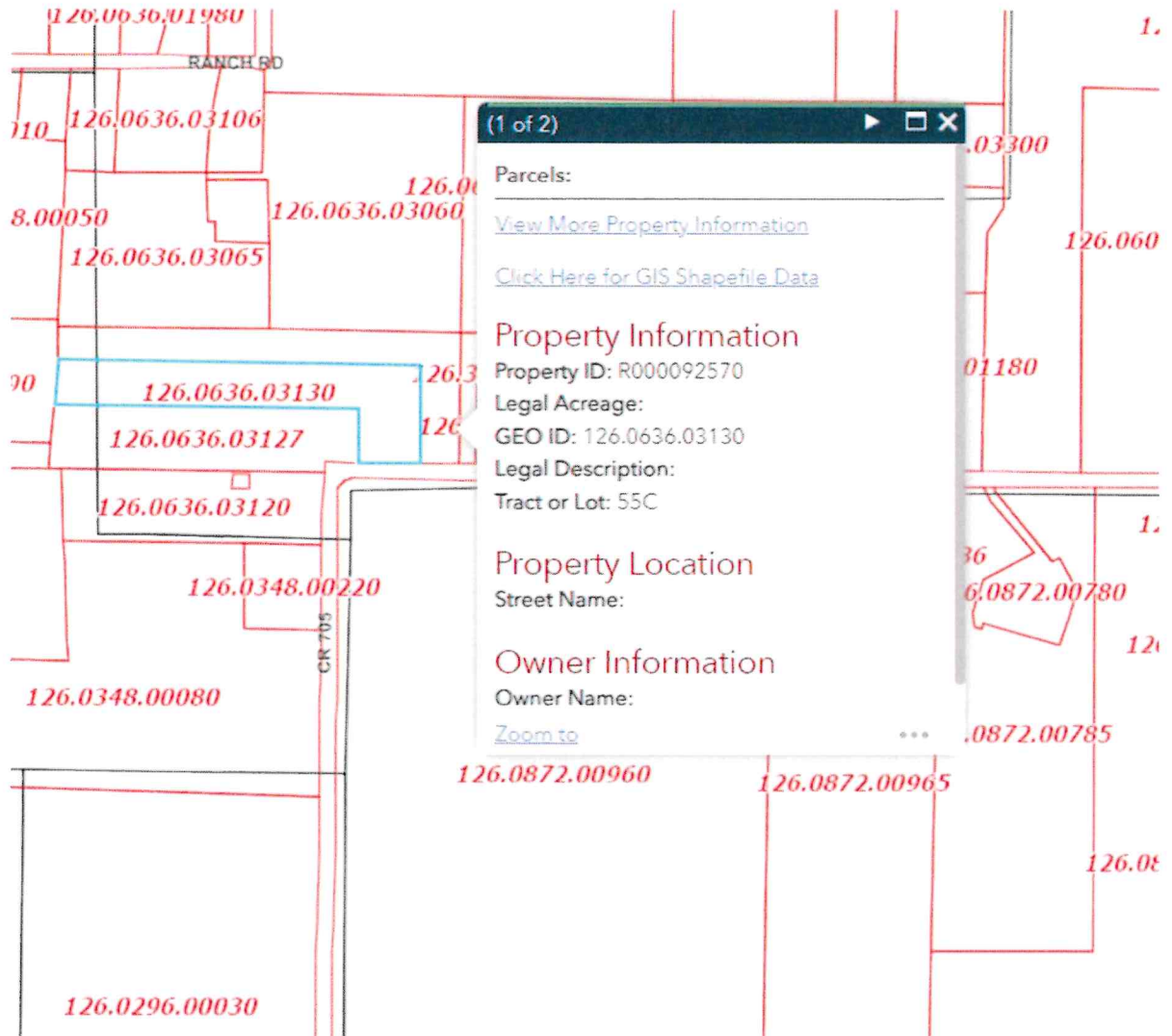
SITUATED IN THE
MCKINNEY AND WILLIAMS SURVEY, ABSTRACT NO. 638
CITY OF JOSHUA, JOHNSON COUNTY, TEXAS

BLUESIX
SURVEYING
FIRM NUMBER 10147300
2700 10th Ave. S.E.
Atlanta, Georgia 30316
404.525.9215
www.bluesixsurveying.com

Wm. L. G. 1891

I MELITON DIAZ JR. WOULD LIKE TO
REQUEST A ZONE CHANGE FROM AGRICULTURAL
TO R-1 SINGLE FAMILY RESIDENTIAL.
WE WOULD LIKE TO CHANGE THE ZONE
SO THAT WE COULD SELL 1 1/2 ACRES
AND KEEP THE REST TO BUILD OUR DREAM
HOME:

Thank You
Meliton Diaz Jr.



NOTICE OF PUBLIC HEARING

The Planning and Zoning Commission of the City of Joshua will hold a public hearing on **July 7, 2025**, to consider making a recommendation to the **July 17, 2025**, City Council Meeting regarding a request to rezone a tract of land being approximately 5.908 acres, in the McKinney and Williams Survey, Abstract Number 636, County of Johnson, Texas, located at 965 County Road 705, changing the zoning on the foregoing property from (A) Agricultural District to the (R1) Single Family Residential District, to allow for subdivision of the property.

The public hearing will start at 6:30 p.m. in the City Council Chambers located at 101 S. Main, Joshua, Texas. *Because you own property within two hundred (200) feet of the subject property, the Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing.* Please, in order for your opinion to be taken into account, return this form with your comments prior to the date of the public hearing. *(This in no way prohibits you from attending and participating in the public hearing.)* You may mail it to the address below or drop it off in person:

**Planning Department
101 South Main Street
Joshua, Texas 76058
Attn: Aaron Maldonado**

The process includes two public hearings designed to provide opportunities for citizen involvement and comment. Prior to the public hearings, landowners within two hundred (200) feet of the subject property are notified of the request by way of this notice. The first public hearing is held before the Planning and Zoning Commission. The Commission is informed of the percent of responses in support and in opposition. Second, the petition is forwarded to the City Council for final action. If the owners of more than twenty (20) percent of the land area within two hundred (200) feet of the site submit written opposition, then six out of seven votes of the City Council are required to approve the request. ***These forms are used to calculate the percentage of landowner opposition.***

Please circle one:

In favor of request

Neutral to request

Opposed to request

Reasons for Opposition:

Signature: _____

Printed Name: _____

Mailing Address: _____

City, State Zip: _____

Telephone Number: _____

Physical Address of Property within 200 feet: _____

Individuals may attend the Joshua Planning & Zoning and City Council meeting in person.



**Planning & Zoning Agenda
July 17, 2025**

Minutes Resolution

Action Item

Agenda Description:

Discuss, consider, and possible action on a request for a zoning change regarding approximately 5.908 acres of land in the McKinney and Williams Survey, Abstract Number 636, County of Johnson, Texas, located at 965 County Road 705, to change from (A) Agricultural District to the (R-1) Single Family Residential District.

Background Information:

HISTORY: The property is currently unplatted and consists of approximately 5.908 acres.

ZONING: The property is zoned (A) Agricultural District, which has a 2-acre minimum lot size requirement.

ANALYSIS:

- The applicant intends to subdivide and sell a 1.5-acre portion of the property.
- The current Agricultural zoning does not allow a lot of this size.
- Rezoning to R-1 is consistent with surrounding development patterns and the Future Land Use Plan.
- Utilities and infrastructure appear to be available or can be extended to support the proposed use.

Financial Information:

The cost associated with the zoning change request is the publication expense and mailing of public hearing notices to property owners within 200 ft. as required by law. Public written notices sent out not less than 10 days before the P&Z public hearing and at least 15 days before the City Council public hearing.

City Contact and Recommendations:

Aaron Maldonado, Assistant City Manager

Item 3.

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 THE OFFICIAL ZONING MAP OF THE CITY OF JOSHUA, TEXAS, BY CHANGING THE ZONING ON PROPERTY LOCALLY KNOWN AS 965 COUNTY ROAD 705 IN THE CITY OF JOSHUA, TEXAS, CONSISTING OF APPROXIMATELY 5.908 ACRES OF LAND MORE PARTICULARLY DESCRIBED AS MCKINNEY AND WILLIAMS SURVEY, ABSTRACT NUMBER 636, IN THE CITY OF JOSHUA, JOHNSON COUNTY, TEXAS, FROM THE (A) AGRICULTURAL DISTRICT, TO THE (R-1) SINGLE FAMILY RESIDENTIAL DISTRICT. REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, after public notice and public hearing as required by law, the Planning and Zoning Commission of the City of Joshua, Texas, has recommended a change in zoning classification on the property described herein and has recommended amending the City's official zoning map regarding the granting of a Zone change; and

WHEREAS, all legal requirements, conditions and prerequisites have been complied with prior to this case coming before the City Council of the City of Joshua, Texas; and

WHEREAS, the City Council of the City of Joshua, Texas, after a 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, has determined that, in the public's best interest and support of the health, safety, morals and general welfare of the citizens of the City, the zoning of the property described herein shall be changed to allow for a Zone Change on said property, and that the official zoning map of the City of Joshua, Texas, shall be amended to reflect the rezoning of the property herein described.

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 legislative and factual determinations of the City of Joshua, Texas, and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2

From and after the effective date of this Ordinance, the property described herein shall be rezoned as set forth in this section, and the official zoning map of the City of Joshua, Texas, is hereby amended and changed in the following particulars to reflect the action taken herein, in order to create a change in the zoning classification of the property described herein, as follows:

That the property locally known as 965 County Road 705, more particularly described as McKinney and Williams Survey, Abstract Number 636, in the City of Joshua, Johnson County, Texas, presently zoned as Agricultural District (A) District is hereby changed to Single Family Residential District (R-1) subject to a pursuant to the terms and provisions of the City's Zoning Ordinance, contained in Exhibit A to Chapter 14 of the City's Code of Ordinances.

SECTION 3

This Ordinance shall be cumulative of all provisions of ordinances of the City of Joshua, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 4

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 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, and said remaining portions shall remain in full force and effect.

SECTION 5

Any person, firm or corporation who violates any provision of this Ordinance or of the site plan attached hereto 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, and each and every day such violation shall continue shall constitute a separate offense.

SECTION 6

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

DULY PASSED AND APPROVED by the City Council of the City of Joshua, Texas, this the 17th day of July, 2025.

Scott Kimble, Mayor

ATTEST:

Alice Holloway, City Secretary

APPROVED AS TO FORM:

Terrence S. Welch, City Attorney



City Council Agenda July 17, 2025

Ordinance

Action Item

Agenda Description:

Discuss, consider, and possible action on approving an ordinance amending Chapter 13, Article 13.04 of the Code of Ordinances to add a new Division 4, “Post-Construction Stormwater Management,” and renumber existing sections accordingly. (Staff Resource: A. Maldonado).

Background Information:

The Texas Commission on Environmental Quality (TCEQ) requires the City of Joshua, as a regulated small Municipal Separate Storm Sewer System (MS4), to implement a Stormwater Management Program (SWMP) under the TPDES Phase II General Permit (TXR040000). One of the key components of this program is the implementation of enforceable mechanisms to control post-construction stormwater discharges.

This proposed ordinance fulfills that requirement by establishing minimum standards for post-construction stormwater control, long-term maintenance of permanent Best Management Practices (BMPs), and a framework for inspection, enforcement, and compliance.

Analysis:

The ordinance adds a new Division 4 to Article 13.04 of the Code of Ordinances, titled **Post-Construction Stormwater Management**, and renumbers the existing enforcement division. Key elements include:

- **Performance Standards:** Requires permanent BMPs to maintain post-development runoff conditions as close as possible to pre-development levels.
- **Operations & Maintenance Plan (O&M Plan):** Mandates long-term maintenance responsibilities be clearly defined and linked to the property deed.
- **Enforcement Provisions:** Establishes inspection protocols, timelines for correction of deficiencies, and penalties of up to \$500/day for noncompliance.
- **Maintenance Responsibility:** Holds current and future owners accountable for ongoing performance and upkeep of stormwater facilities, including detention ponds.

Key Objectives

- Enables the City to enforce compliance with state stormwater requirements.
- Protects infrastructure and reduces risk of flooding and downstream erosion.
- Supports water quality goals by regulating pollutants from impervious surfaces.
- Establishes clear responsibilities for property owners, developers, and HOAs.

City Contact and Recommendations:

Aaron Maldonado

Assistant City Manager

Staff recommends approval of the ordinance as presented to ensure compliance with TCEQ requirements and to support the City's stormwater infrastructure and water quality objectives.

Attachments:

1. Joshua Ordinance Post Construction Detention Ponds
2. Joshua Stormwater Operation and Maintenance Agreement
3. Detention Pond Maintenance Checklist

CITY OF JOSHUA, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, AMENDING ARTICLE 13.04, "STORMWATER QUALITY MANAGEMENT AND DISCHARGE CONTROL," OF CHAPTER 13, "UTILITIES," OF THE CODE OF ORDINANCES OF THE CITY OF JOSHUA, TEXAS, BY ADDING A NEW DIVISION 4, "POST-CONSTRUCTION STORMWATER MANAGEMENT"; RENUMBERING EXISTING DIVISION 4, "ENFORCEMENT," TO DIVISION 5, "ENFORCEMENT"; MAKING FINDINGS RELATIVE THERETO; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Texas Commission on Environmental Quality (TCEQ) required small Municipal Separate Storm Sewer Systems (MS4) to execute a Notice of Intent (NOI) for stormwater discharges under the Texas Pollutant Discharge Elimination System (TPDES) Phase II MS4 General Permit (TXR040000); and

WHEREAS, a Stormwater Management Program (SWMP) for the City of Joshua was developed as required to accompany the NOI; and

WHEREAS, the SWMP requires the preparation and adoption of a Post-Construction Stormwater Management ordinance; and

WHEREAS, the City Council has determined that adopting such an ordinance will promote the public health, safety and welfare of the citizens of the City.

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

SECTION 1

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

SECTION 2

From and after the effective date of this Ordinance, Article 13.04, "Stormwater Quality Management and Discharge Control," of Chapter 13, "Utilities," of the Code of Ordinances of the City of Joshua, Texas, by adding a new Division 4, "Post-Construction Stormwater Management", and existing Division 4, "Enforcement," is hereby renumbered as Division 5, "Enforcement," to read as follows:

**“ARTICLE 13.04
STORMWATER QUALITY MANAGEMENT AND
DISCHARGE CONTROL**

* * *

Division 4

Post-Construction Stormwater Management

Sec. 13.04.070. Findings of Fact.

The city finds that construction activities and land development alter the hydrologic characteristics of the land by increasing impervious surface area and, in some cases, change the terrain. These alterations increase stormwater runoff volume and accelerate the rate of flow, which may lead to erosion. In addition, impervious surfaces harbor water pollutants, which are carried to local water bodies via runoff.

Sec. 13.04.071. Purpose.

The city finds that proper management of post-construction stormwater runoff will minimize damage to public and private property and infrastructure, safeguard the public health, safety, environment, and general welfare, and protect water resources. This purpose is accomplished via the following actions:

- (1) Establishing minimum post-construction stormwater management standards to minimize stormwater runoff volumes and regulate subsequent quality; and
- (2) Identifying the long-term responsibility for maintenance of permanent BMPs and setting forth plans to ensure continued functionality.

Sec. 13.04.072. Definitions.

Best Management Practice (BMP): A schedule of activities, prohibitions of practices, maintenance procedures, structural controls, local ordinances, and other management practices to prevent or reduce the discharge of pollutants. BMPs also include treatment practices, operating procedures, and practices to control runoff, spills or leaks, waste disposal, or drainage from raw materials storage areas.

Maintenance Agreement: A formal contract between a local government and a property owner to guarantee long-term maintenance of stormwater management practices.

Operations and Maintenance Plan: A legally recorded document that acts as a property deed restriction and which provides for the long-term maintenance of stormwater management practices.

Owner: The deed holder of the land upon which the stormwater facility resides, to be determined by the most recently approved city tax roll.

Permanent BMP: All practices and facilities employed to meet and maintain stormwater runoff quantity and quality requirements after site development has been completed.

Post-construction: Activities and operations performed after the Notice of Termination for a development or redevelopment project has been filed and approved.

Stormwater Facility: Any physical facility built to control stormwater runoff in compliance with the city's requirements contained in this chapter.

Sec. 13.04.073. Minimum Stormwater Control Standards.

All permanent BMPs must be designed to meet the criteria and specifications of the city. Stormwater runoff quantity and quality after development or redevelopment of the property should not exceed pre-development conditions, to the greatest extent practicable.

Sec. 13.04.074. Operations and Maintenance Plan.

- (a) Operations and Maintenance Plan Requirements: The Operations and Maintenance Plan must clearly identify the person(s) responsible for operation and maintenance of temporary and permanent BMPs to ensure proper and continuous function. The Operations and Maintenance Plan and records of all maintenance tasks as performed shall be retained on site. The Operations and Maintenance Plan shall include, but is not limited to:
 - (1) Identification of person(s) or position title responsible for all tasks in the plan:
 - (A) Adherence to the Operations and Maintenance plan is the responsibility of the individual property owner or of the Homeowner's Association (HOA) if the facility is part of a subdivision.
 - (B) Nothing herein shall prohibit the city from entering into an interagency or interlocal agreements for maintenance purposes.
 - (2) Inspection requirements:
 - (A) Self-inspection: The maintenance plan shall require self-inspection of the stormwater management facilities, according to an inspection form approved by the city. Self-inspection forms must be completed and submitted to the Director of Development Services or designee on an annual basis.

- (B) The city reserves the right to inspect all stormwater facilities for compliance with maintenance guidelines on an as-needed basis.
- (3) Maintenance requirements:
 - (A) Description of maintenance tasks and anticipated frequency, including both routine and non-routine maintenance. The following tasks are non-exhaustive; specific maintenance requirements may depend on the specific control measure and the city's design criteria.
 - (1) Routine maintenance includes:
 - (a) Vegetation management
 - (b) Debris removal
 - (c) Mechanical equipment check
 - (2) Non-routine maintenance includes:
 - (a) Bank stabilization
 - (b) Sediment removal
 - (c) Structural repair and replacement
 - (B) Testing and disposal of sediments; and
 - (C) All specifications and maintenance requirements of proprietary devices.
- (4) Identification of funding source for maintenance and repairs;
- (5) Execution of maintenance easements dedicated to the city to allow for safe access for inspections and maintenance; and
- (6) Estimated lifespan of permanent BMPs and appropriate replacement schedule.
- (b) Activities outlined in the Operations and Maintenance Plan shall adhere to all design criteria and other policies regarding the operation and maintenance of stormwater facilities for the city. Inspection and Maintenance requirements may be altered or increased if the city deems it necessary to maintain the proper function of the stormwater facility.

- (c) Filing of Operations and Maintenance Plan: All permanent BMPs, including the Operations and Maintenance Plan and the locations of any required maintenance easements, are to be submitted with the site plan for approval by the city engineer. The Operations and Maintenance Plan and execution of maintenance easements must be completed and approved prior to the final acceptance of the project.
- (d) Once approved, the Operations and Maintenance Plan, along with any maintenance easements, must be filed with the county's real property records. The Operations and Maintenance Plan is to be permanently linked to the deed of the land, regardless of changes in ownership.
- (e) The owner of the property holds the ultimate responsibility for ensuring that this plan is properly filed and followed throughout the lifespan of the permanent BMPs.
- (f) Transfer of Ownership: Cleaning and repair of permanent BMPs should be completed before transfer of ownership.
- (g) The city shall provide an owner, upon request, with a sample Detention Pond Maintenance Checklist for use. Further, the city shall provide an owner, upon request, with a sample Stormwater Facility Operation and Maintenance Agreement for use.

Sec. 13.04.075. Recourse for Noncompliance.

- (a) Inspection Violations: If the owner fails to submit completed inspection forms to the city within the time frame specified for the property, the city may issue a letter requesting that the inspections be completed within thirty (30) days from the postmarked date. If the inspection has not been completed at this time, the city may levy a fine not to exceed \$500 per incident/per day.
- (b) Maintenance Violations: If city inspection personnel discover malfunctioning or improperly maintained stormwater facilities, or facilities that have become a danger to public safety, the owner of the property will receive a notice detailing the violation. The notice of violation shall contain: (1) the name and address of the owner; (2) the address (when available) or description of the structure or land upon which the violation is occurring; (3) a statement specifying the nature of the violation; (4) a description of the remedial measures necessary to bring the facility into compliance with the city's stormwater facility BMPs; (5) a statement of the penalties that may be assessed according to this ordinance; and (6) a statement that the violation may be appealed to the city manager within fifteen (15) days of service of the Notice of Violation.
- (c) If the issue has not been resolved within thirty (30) days of the postmarked date, the city may issue a citation and levy a fine not to exceed \$500 per incident/per day. If the owner is nonresponsive or lacks means to perform the necessary

repairs or maintenance, the city may conduct the work and assess the cost of the work to the owner; this cost will become a lien on the property until paid.

Division 5

Enforcement

* * *

SECTION 3

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

SECTION 4

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, THIS THE __17th_ DAY OF __July_____, 2025.

Scott Kimble, Mayor

ATTEST:

Alice Holloway, City Secretary

APPROVED AS TO FORM:

Terrence S. Welch, City Attorney

STORMWATER FACILITY OPERATION AND MAINTENANCE AGREEMENT

THIS STORMWATER FACILITY OPERATION AND MAINTENANCE AGREEMENT ("Agreement"), is made and entered this ____ day of _____, 20__, by and between _____, hereinafter referred to as "Landowner," and the **CITY OF JOSHUA, TEXAS**, hereinafter referred to as "City." It is intended that the term "Landowner" shall apply to the fee simple owner, from time to time, of the Property (as defined below).

WHEREAS, Landowner is the owner of certain real property described as _____, a description of which is attached hereto as Exhibit A and incorporated by reference, and which is located in the City (the "Property"); and

WHEREAS, Landowner is proceeding to build on and develop the Property according to the Site Plan/Subdivision Plat known as _____, hereinafter referred to as the "Plan," which is expressly incorporated by reference, as approved or to be approved by the City and Landowner shall provide for the management of stormwater within the confines of the Property; and

WHEREAS, the City and Landowner, and Landowner's successors and assigns, agree that the health, safety and welfare of the residents of the City require that on-site Stormwater Management Facilities be constructed and maintained on a portion of the Property; and

WHEREAS, the City requires that on-site Stormwater Management Facilities ("Facility"), as shown on the Plan, be constructed and adequately maintained by Landowner, its successors and assigns, the approximate location and dimensions of which are shown in the attached Exhibit B ("Facility Property").

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. Landowner, its successors and assigns, shall adequately construct and maintain the on-site Stormwater Management Facility ("Facility") at no expense to the City in accordance with the approved design specifications for the Facility, and the current standards then in force and effect in the City and with the Operation and Maintenance Plan attached to this Agreement as Exhibit C. The Stormwater Facility includes all pipes, channels or other conveyances built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their designed functions. The Detention Pond Maintenance Checklist, attached to this Agreement as Exhibit D, is to be used to establish what good working condition is acceptable to the City.

2. Landowner, its successors and assigns, shall inspect the Facility and submit

an inspection report to the City annually, on or before the anniversary of the date of execution of this Agreement. The purpose of the inspection is to assure safe and proper functioning of the Facility. The inspection shall cover the entire Facility, berms, outlet structure, pond areas, access roads, etc. Components of the Facility, which need maintenance or replacement to perform their design function, shall be noted in the inspection report along with the corrective actions taken or a schedule to be taken.

3. Landowner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Facility Property whenever the City deems necessary. The purpose of inspection is to follow-up on reported deficiencies and/or to respond to citizen complaints. The City shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs, if necessary.

4. In the event Landowner, its successors and assigns, fail to maintain the Facility in good working condition as specified herein and such failure continues for a period of thirty (30) consecutive days after written notice from the City identifying the deficiency (though in a situation involving potential immediate danger to persons or property, such time shall be shortened as necessary to prevent such damage), the City, its authorized agents and employees, may enter upon the Facility Property and take whatever steps reasonably necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. It is expressly understood and agreed that the City is under no obligation to routinely inspect, maintain, or repair said Facility, and in no event shall this Agreement be construed to impose any such obligation on the City as such obligation is Landowner's.

5. Landowner, its successors and assigns, will perform the work necessary to keep the Facility in good working order, as appropriate. In the event the City, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, Landowner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) calendar days of receipt thereof for all actual costs incurred by the City hereunder. In the event that Landowner or its successors or assigns fail to pay the City for the costs incurred under this Agreement, the City may impose a lien for the costs of such work upon the Property or other lots owned by Landowner; provided, however, that such lien shall be subordinate to any deed of trust or mortgage lien now or hereafter encumbering all or part of the Property. Such lien shall be perfected by filing in the office of the County Clerk of Johnson County, Texas, an affidavit identifying the property to be charged with such lien, stating the amount thereof, and make reference to this Agreement.

6. This Agreement imposes no liability of any kind whatsoever on the City. **LANDOWNER AGREES TO HOLD THE CITY HARMLESS FROM ANY LIABILITY IN THE EVENT THE FACILITY FAILS TO OPERATE PROPERLY. LANDOWNER COVENANTS AND AGREES AND DOES HEREBY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF JOSHUA, ITS AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ALL COSTS, EXPENSES, LOSSES, DAMAGES, CLAIMS OR**

CAUSES OF ACTION WHATSOEVER ARISING, OR WHICH MIGHT ARISE, FROM THE FAILURE OF LANDOWNER OR ANY FUTURE OWNERS OF THE ABOVE FACILITY PROPERTY TO MAINTAIN THE FACILITY, INCLUDING, BUT NOT LIMITED TO, THE BED AND BANKS OF THE DETENTION POND; ANY DAMAGES CAUSED TO PERSON OR PROPERTY DUE TO FAILURE OF THE DRAINAGE ON THE PUBLIC RIGHT-OF-WAY (1) DUE TO LACK OF MAINTENANCE, (2) SILTING OF THE SWALE OR RIP-RAP OR (3) FAILURE TO OPERATE IN A MANNER CONSISTENT WITH CITY CRITERIA OR LANDOWNER'S FAILURE TO PERFORM ANY OTHER DUTIES OR OBLIGATIONS HEREUNDER.

7. This Agreement shall be recorded in the land records of Johnson County, Texas, shall constitute a covenant running with the land, and shall be binding on Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any property owners association.

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

9. With respect to any sale or transfer of the Property, Landowner shall notify the City in writing of any sale or transfer of all or any portion of the Property, within ten (10) business days of such sale or transfer. Landowner has the right (from time to time without the consent of the City, but upon written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Landowner under this Agreement, to any person or entity (an "Assignee") that is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control with Landowner. Landowner may assign this Agreement to a non-affiliate third party with approval from the City. Each assignment shall be in writing executed by Landowner and the Assignee and shall obligate the Assignee to be bound by this Agreement with respect to the portion of the Property transferred to Assignee. If the Property is transferred or owned by multiple parties, this Agreement shall only apply to, and be binding on, such parties to the extent of the Property owned by such successor landowner, and if Landowner or any Assignee is in default under this Agreement, such default shall not be an event of default for any non-defaulting Assignee which owns any portion of the Property separate from the defaulting Landowner or Assignee. A copy of each assignment shall be provided to the City within ten (10) business days after execution. Provided that the successor owner assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement with respect to the Property transferred to the successor landowner, the assigning party will be released from any rights and obligations under this Agreement as to the Property that is the subject of such assignment, effective upon receipt of the assignment by the City. No assignment by Landowner shall release Landowner from any liability that resulted from an act or omission by Landowner that occurred prior to the effective date of the assignment. Landowner shall maintain true and correct copies of all assignments made by Landowner to Assignees, including a copy of each executed assignment and the Assignee's Notice information. Any sale, transfer or conveyance of any part of the Property after City

acceptance of the public improvements constructed at the Property, such as sales of individual lots, are not subject to any notice or approval provisions of this Agreement.

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

11. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

12. 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.

13. This Agreement shall not be modified or amended except in writing signed by the Parties. A copy of each amendment to this Agreement, when fully executed and recorded, shall be provided to each Party, Assignee and successor owner of all or any part of the Property; however, the failure to provide such copies shall not affect the validity of any amendment.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the date referenced herein.

CITY:

THE CITY OF JOSHUA, TEXAS

By: _____
Name: Mike Peacock
Title: City Manager, City of Joshua

STATE OF TEXAS)
)
COUNTY OF JOHNSON)

This instrument was acknowledged before me on the ____ day of _____, 20__, by Mike Peacock, City Manager of the City of Joshua, Texas, on behalf of the City of Joshua, Texas.

Notary Public, State of Texas
My Commission Expires: _____

OWNER:

By: _____

Signature

Printed Name: _____

Title: _____

STATE OF TEXAS)

)

COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 20__, by _____ and known to be the person whose name is subscribed to the foregoing instrument, and that he executed the same on behalf of and as the act of such Owner.

Notary Public, State of Texas

My Commission Expires: _____

EXHIBIT A
(Property Description)

EXHIBIT B
(Facility Property Description)

EXHIBIT C
(Operation and Maintenance Plan)

EXHIBIT D
(Detention Pond Maintenance Checklist)



DETENTION POND MAINTENANCE CHECKLIST

Pond: _____ Date: _____ Inspected by: _____ Type of inspection: ☐ Routine ☐ Storm Event

General Observations:

Is water flowing? ☐ Yes ☐ No Standing water? ☐ Yes ☐ No Depth: _____ Comments: _____

Pond Conditions:

Does the pond sides/slopes/bottom show signs of settling, cracking, bulging or other problems? ☐ Yes ☐ No

Comments: _____

Do the embankments, emergency spillway (if applicable), or side slopes show any erosion or instability?

☐ Yes ☐ No Comments: _____

Is there any evidence of animal burrowing or other activity that could contribute to instability or increased erosion? ☐ Yes ☐ No

Comments: _____

Does the pond need mowing? ☐ Yes ☐ No Are there areas that need to be re-vegetated? ☐ Yes ☐ No

Do vegetated areas need thinning or removal, i.e. native vegetation, cattails, trees? ☐ Yes ☐ No

Is there accumulation of trash, debris and/or litter to be removed? ☐ Yes ☐ No

Any signs of vandalism? ☐ Yes ☐ No If a permanent pool is in place, any signs of pollution? ☐ Yes ☐ No

Is the water level abnormally high? ☐ Yes ☐ No Unusual algae blooms? ☐ Yes ☐ No

Structural Components:

Are the pipes, inlets, flumes going into or out the pond clogged or obstructed? ☐ Yes ☐ No

Is the outfall channel from the pond functioning appropriately? ☐ Yes ☐ No

Is the inflow trickle channel working properly? ☐ Yes ☐ No

Are the manholes, frames, and covers associated with the pond intact? ☐ Yes ☐ No

Do any safety features, such as fences, gates, or locks need repair or replacement? ☐ Yes ☐ No

Plan of Action:

If answered YES to any of the above, the following is an anticipated Maintenance Needs Action List.

Total number of concerns: _____ Need more monitoring (Revise scheduled visits)

(Yes answers) _____ Approximate schedule for repairs; date to follow-up to re-inspect)

_____ Need immediate repair (Contact supervisor)

Comments:





**City Council Agenda
July 17, 2025**

Minutes Resolution

Action Item

Agenda Description:

Discuss, consider, and possible action on the execution of a municipal lease agreement for the Spartan pumper truck. (Staff Resource: M. Freelen)

Background Information:

The purchase of a Spartan pumper truck was approved by council in December of 2024. The Spartan pumper truck is estimated to be received in August of 2025.

Financial Information:

Pricing through Community Leasing Partners' Sourcewell contract is being utilized. The amount to be financed is \$1,047,727 with an interest rate of 5.074% with seven annual payments of \$181,553.88.

City Contact and Recommendations:

Marcie Freelen, Finance Director

Attachments:

1. Municipal lease agreement



215 S. Seth Child Road
 Manhattan, KS 66502
 Phone: 888.777.7850
 Fax: 888.777.7875
www.clpusa.net

July 9, 2025

Marcie Freelen
 City of Joshua
 101 South Main Street
 Joshua, TX 76058

RE: Financing for One (1) New Spartan Gladiator Pumper with equipment

Dear Marcie,

Thank you for the opportunity to work with City of Joshua on your financing project!

This package includes the documentation with instructions to complete financing of the equipment.

Community First National Bank is listed as Lessor to this Agreement. Community Leasing Partners is a division of Community First National Bank and is the exclusive marketing, origination and placement agent for the bank.

Please return all documents with original signatures by 7/24/2025 to avoid any potential change in the payments or interest rate.

This Agreement requires three different signers from the City of Joshua and an attorney's opinion letter.

Signer 1 - Mike Peacock, City Manager
 Signer 2 - Scott Kimble, Mayor
 Signer 3 - Alice Hollaway, City Secretary

Upon receipt of all listed documents; delivery of the equipment and your approval of the equipment invoice; we will remit payment to the vendor. This transaction is subject to acceptance of the documentation and final review and approval by the Lessor.

If you have any questions regarding the documentation, please feel free to contact me at 888.777.7850.

Respectfully,

Cat

Cat Roberts
 Documentation Associate

Documentation Instructions

- ◇ **MASTER EQUIPMENT LEASE PURCHASE AGREEMENT**
 - ☐ Mike Peacock - sign where indicated
- ◇ **Exhibit A – SCHEDULE OF EQUIPMENT**
 - ☐ Mike Peacock - sign where indicated
- ◇ **Attachment 1 – EQUIPMENT DESCRIPTION**
 - ☐ Provide physical location where the equipment will be kept after delivery/installation
- ◇ **Attachment 2 –PAYMENT SCHEDULE**
 - ☐ Mike Peacock - sign where indicated
- ◇ **Exhibit B – LESSEE RESOLUTION**
 - ☐ Print the date the Resolution is being signed
 - ☐ Print the date of the meeting in which the financing was approved
 - ☐ Mike Peacock - sign as "Authorized Signer"
 - ☐ Complete the lessee's fiscal year start and end months
 - ☐ Scott Kimble - attest the Resolution as "Attested By"
 - ☐ Alice Hollaway - certify the Resolution as "Certified By"
- ◇ **Exhibit C - OPINION OF COUNSEL**
 - ☐ Request your legal counsel provide an Opinion of Counsel using the example provided; retyped on his/her letterhead with their signature (*If counsel would like changes, he/she must first contact CLP*)
- ◇ **Exhibit D - ACCEPTANCE CERTIFICATE**
 - ☐ Mike Peacock - sign and date where indicated
- ◇ **TITLE REGISTRATION & SECURITY INTEREST CERTIFICATION**
 - ☐ Mike Peacock - sign where indicated
- ◇ **BANK QUALIFIED CERTIFICATE**
 - ☐ Mike Peacock - sign where indicated
- ◇ **INSURANCE COVERAGE REQUIREMENTS**
 - ☐ Provide Agent's contact information
 - ☐ Mike Peacock - sign where indicated
- ◇ **INVOICE INSTRUCTIONS**
 - ☐ Complete contact information for payment billing invoices
- ◇ **NOTICE OF ASSIGNMENT**
 - ☐ Mike Peacock - sign where indicated
- ◇ **8038 - IRS Form**
 - ☐ Verify employer identification number in Box 2, Complete Boxes 10a & 10b
 - ☐ Mike Peacock - sign and date where indicated under "Signature and Consent"
- ◇ **ADDITIONAL DOCUMENTATION NEEDED PRIOR TO VENDOR PAYMENT:**
 - ☐ Certificate of Insurance from your insurance provider
 - ☐ Copy of \$125,000.00 Down Payment Check made out to vendor

Conditions to Funding

If, for any reason: (i) the required documentation is not returned by 7/24/2025, or has unresolved issues relating thereto, or (ii) on, or prior to the return of the documentation, there is a change of circumstances which adversely affects the expectations, rights or security of the Lessor or its assignees; then Lessor or its assignees reserves the right to adjust the quoted interest rate or withdraw/void its offer to fund this transaction in its entirety.

This contract is being issued based upon review of credit and financial materials provided by lessee that resulted in a credit approval decision. CLP is committed to working with the lessee on this transaction throughout the entire process. Failure to complete the lease in its entirety may result in a \$500 documentation fee being charged. This fee is for credit analysis, drafting of the contract, overnight services and expenses incurred in processing this agreement.

MASTER EQUIPMENT LEASE PURCHASE AGREEMENT

LESSEE: City of Joshua

This Master Equipment Lease Purchase Agreement, including all exhibits and schedules hereto whether currently in existence or hereafter executed (the "Agreement"), dated as of 7/17/2025, and entered into between Community First National Bank 215 S. Seth Child Rd, Manhattan, KS 66502 ("Lessor"), and City of Joshua, 101 South Main Street, Joshua, TX 76058 a body corporate and politic duly organized and existing under the laws of the State of Texas ("Lessee");

RECITALS

WHEREAS, Lessee desires to lease from Lessor certain equipment described in the schedules to this Agreement, substantially in the form of Exhibit A hereto, that are executed from time to time by the parties hereto (such schedules are hereby incorporated herein and are hereinafter collectively referred to as the "Schedules", and the items of equipment leased to Lessee hereunder, together with all substitutions, proceeds, replacement parts, repairs, additions, attachments, accessories and replacements thereto, thereof or therefore, are hereinafter collectively referred to as the "Equipment") subject to the terms and conditions of and for the purposes set forth in this Agreement.

WHEREAS, the relationship between the parties shall be a continuing one and items of equipment may be added to or deleted from the Equipment from time to time by execution of additional Schedules by the parties hereto and as otherwise provided herein.

WHEREAS, Lessee is authorized under the constitution and laws of the State to enter into this Agreement for the purposes set forth herein.

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I. REPRESENTATIONS, WARRANTIES AND COVENANTS OF LESSEE

Section 1.01. Lessee represents, covenants and warrants, for the benefit of Lessor and its assignees, as follows:

- (a) Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State.
- (b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and affect its existence as a body corporate and politic. Lessee is a political subdivision of the State within the meaning of Section 103(a) of the Code or a constituted authority authorized to issue obligations on behalf of a state or local governmental unit within the meaning of the regulations promulgated pursuant to said Section of the Code.
- (c) Lessee has full power and authority under the Constitution and laws of the State to enter into this Agreement and the transactions contemplated hereby, and to perform all of its obligations hereunder.
- (d) Lessee has duly authorized the execution and delivery of this Agreement by proper action by its governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the enforceability of this Agreement.
- (e) Lessee has complied or will comply with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment.
- (f) During the Lease Term, the Equipment will be used by Lessee only for the purpose of performing one or more essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than Lessee.
- (g) During the Lease Term, Lessee will annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may be reasonably requested by Lessor.
- (h) The Equipment will have a useful life in the hands of Lessee that is substantially in excess of the Original Term and all Renewal Terms.
- (i) The Equipment is, and during the Lease Term will remain personal property and when subjected to use by the Lessee, will not be or become fixtures.
- (j) The Equipment is essential to the function of the Lessee and the services provided to its citizens, and will be used throughout the period that this Agreement is in force for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of its authority.
- (k) During the term of this Agreement, Lessee will not dispose of or sell any part of the Equipment.
- (l) Lessee has not terminated a lease, rental agreement, installment purchase contract, or any other such agreement in the past five (5) years as a result of insufficient funds being appropriated for payments due under such an agreement.
- (m) This Agreement constitutes the legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.
- (n) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.
- (o) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the current fiscal year and to meet its other obligations under this Agreement for the current fiscal year, and such funds have not been expended for other purposes.
- (p) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefore, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement or materially adversely affect the financial condition or properties of Lessee.
- (q) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Agreement or in connection with the carrying out by Lessee of its obligations hereunder have been obtained.
- (r) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance on any assets of Lessee or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as herein provided.

ARTICLE II. DEFINITIONS

Section 2.01. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Master Equipment Lease Purchase Agreement, including the Schedules and any other schedule, exhibit or escrow agreement made a part hereof by the parties hereto, whether currently in existence or hereafter executed, as the same may be supplemented or amended from time to time in accordance with the terms hereof.

"Code" means the Internal Revenue Code of 1986, as amended, and the United States Treasury Regulations in effect thereunder.

"Commencement Date" means, with respect to any Schedule, the date when the Lease Term of this Agreement with respect to that Schedule and Lessee's obligation to pay rent under that Schedule commence, which date will be the earlier of (i) the date of the Agreement, or (ii) the date on which sufficient moneys to purchase the Equipment are deposited for that purpose with an Escrow Agent.

"Equipment" means the property described in the Schedules and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto. Whenever reference is made in this Agreement to Equipment listed in a Schedule, that reference shall be deemed to include all replacements, repairs, restorations, modifications and improvements of or to that Equipment.

"Event of Default" means, with respect to any Lease, an Event of Default described in Section 10.01.

"Escrow Agreement" means, with respect to a given Schedule, an escrow agreement in form and substance satisfactory to Lessor, between Lessee, Lessor and an escrow agent relating to the acquisition fund created thereunder.

"Lease" means, at any time, (i) if none of Lessor's interest in, to and under any Schedule has been assigned pursuant to Section 9.01, or if all of Lessor's interest in, to and under this Agreement and all Schedules have been assigned to the same assignee without any reassignment, this Agreement, or (ii) if Lessor's interest in, to and under any Schedule or Schedules has been assigned or reassigned pursuant to Section 9.01, all Schedules that have the same Lessor and this Agreement as it relates to those Schedules and the Equipment listed therein, which shall constitute a separate single lease relating to that Equipment.

"Lease Term" means, with respect to any Lease, the Original Term and all Renewal Terms of that Lease.

"Lessee" means the entity which is described in the first paragraph of this Agreement, its successors and assigns.

"Lessor" means, with respect to each Schedule and the Lease of which that Schedule is a part, (i) if Lessor's interest in, to and under that Schedule has not been assigned pursuant to Section 9.01, the entity described as such in the first paragraph of this Agreement or its successor, or (ii) if Lessor's interest in, to and under that Schedule has been assigned pursuant to Section 9.01, the assignee thereof or its successor.

"Net Proceeds" means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys' fees) incurred in the collection of such claim or award.

"Original Term" means, with respect to any Lease, the period from the first Commencement Date for any Schedule under that Lease until the end of the fiscal year of Lessee in effect at that Commencement Date.

"Purchase Option Price" means, with respect to the Equipment listed on any Schedule, the amount set forth in that Schedule as the Purchase Option Price for that Equipment.

"Renewal Terms" means, with respect to any Lease, the automatic renewal terms of that Lease, as provided for in Article III of this Agreement, each having a duration of one year and a term co-extensive with the Lessee's fiscal year except the last of such automatic renewal terms which shall end on the due date of the last Rental Payment set forth in the Schedule.

"Rental Payments" means the basic rental payments payable by Lessee pursuant to Section 4.02.

"State" means the state in which Lessee is located.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessee purchased or is purchasing the Equipment.

ARTICLE III. LEASE TERM

Section 3.01. Lease of Equipment. Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment listed in each Schedule in accordance with this Agreement and that Schedule for the Lease Term for the Lease of which that Schedule is a part. The Lease Term for each Lease may be continued at the end of the Original Term or any Renewal Term for an additional Renewal Term; provided, however, that at the end of the Original Term and at the end of each Renewal Term, Lessee shall be deemed to have continued that Lease for the next Renewal Term unless Lessee shall have terminated that Lease pursuant to **Section 4.05** or **Section 5.04**. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the Schedules. Lessor hereby covenants to provide Lessee during the Lease Term with quiet use and enjoyment of the Equipment, and Lessee shall during the Lease Term peaceably and quietly have and hold and enjoy the Equipment, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement.

Section 3.02. Continuation of Lease Term. Lessee currently intends, subject to **Section 4.05**, to continue the Lease Term for each Lease through the Original Term and all of the Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Lease Term for each Lease can be obtained. The responsible financial officer of Lessee shall do all things lawfully within his or her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for the Rental Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend a Lease for any Renewal Term is solely within the discretion of the then current governing body of Lessee.

Section 3.03. Return of Equipment on Termination. Upon expiration or earlier termination of any Schedule under any provision of this Agreement at a time when Lessee does not exercise its option to purchase the Equipment described in that Schedule under the provisions of this Agreement, Lessee shall deliver, at Lessee's expense, the Equipment described in that Schedule to Lessor in the same condition as existed at the Commencement Date, ordinary wear and tear expected, packaged or otherwise prepared in a manner suitable by shipment by truck or rail common carrier at a location specified by Lessor.

Section 3.04. Conditions to Lessor's Performance under Schedules. As a prerequisite to the performance by Lessor of any of its obligations pursuant to the execution and delivery of any Schedule, Lessee shall deliver to Lessor the following:

- (a) A Lessee Resolution executed by the Clerk or Secretary or other comparable officer of Lessee, in substantially the form attached hereto as Exhibit B, completed to the satisfaction of Lessor;
- (b) An Opinion of Counsel to Lessee in substantially the form attached hereto as Exhibit C respecting such Schedule and otherwise satisfactory to Lessor;
- (c) All documents, including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate at that time;
- (d) Such other items, if any, as are set forth in such Schedule or are reasonably required by Lessor.

This Agreement is not a commitment by Lessor to enter into any Schedule not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor to enter into any proposed Schedule, it being understood that whether Lessor enters into any proposed Schedule shall be a decision solely within Lessor's discretion.

Lessee will cooperate with Lessor in Lessor's review of any proposed Schedule. Without limiting the foregoing, Lessee will provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Schedule. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

ARTICLE IV. RENTAL PAYMENTS

Section 4.01. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

Section 4.02. Payment of Rental Payments. Lessee shall pay Rental Payments, from any and all legally available funds, in lawful money of the United States of America, exclusively to Lessor or, in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in each Schedule. Rental Payments shall be in consideration for Lessee's use of the Equipment during the applicable year in which such payments are due. The Rental Payments will be payable without notice or demand at the office of Lessor (or such other place as Lessor may from time to time designate in writing). If any Rental Payment or other sum payable under any Schedule is not paid when due, Lessee shall pay to Lessor accrued interest on such delinquent amount from the date due thereof until paid at the lesser of 18% or the maximum rate allowed by law. In the event that it is determined that any of the interest components of Rental Payments may not be excluded from gross income for purposes of federal income taxation, Lessee agrees to pay to Lessor promptly after any such determination and on the date of each Rental Payment thereafter an additional amount determined by Lessor to compensate Lessor for the loss of such excludability (including without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive absent manifest error.

Section 4.03. Interest and Principal Components. A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal. Each Schedule will set forth the interest component and the principal component of each Rental Payment during the Lease Term.

Section 4.04. Rental Payments to be Unconditional. The obligations of Lessee to make payment of the Rental Payments required under this Article IV and other sections hereof, and to perform and observe the covenants and agreements contained herein, shall be absolute and unconditional in all events, except as expressly provided under this Agreement. Notwithstanding any dispute between Lessee and Lessor, any Vendor or any other dispute between Lessee and Lessor, any Vendor or any other person, Lessee shall make all payments of Rental Payments when due and shall not withhold any Rental Payments pending final resolution of such dispute, nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such payments required under this Agreement. Lessee's obligation to make Rental Payments during the Original Term or the then-current Renewal Term for each Schedule shall not be abated through accident or unforeseen circumstances.

Section 4.05. Non appropriation. Lessee is obligated only to pay such Rental Payments under this Agreement (and any additional amounts due hereunder, if applicable) as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments under a Lease following the then current Original Term or Renewal Term, that Lease shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver written notice to Lessor of such termination at least 60 days prior to the end of the then current Original Term or Renewal Term, but failure to give such written notice shall not extend the term beyond such Original Term or Renewal Term.

ARTICLE V. TITLE TO EQUIPMENT; SECURITY INTEREST; OPTION TO PURCHASE

Section 5.01. Title to the Equipment. Upon acceptance of the Equipment by Lessee, title to the Equipment and any and all additions, repairs, replacements or modifications shall vest in Lessee, subject to the rights of Lessor under this Agreement; provided that title to the Equipment that is subject to any Lease shall thereafter immediately and without any action by Lessee vest in Lessor, and Lessee shall immediately surrender possession of that Equipment to Lessor, upon (a) any termination of that Lease other than termination pursuant to Section 5.04, or (b) the occurrence of an Event of Default with respect to that Lease. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer.

Section 5.02. Security Interest. To secure the payment of all Lessee's obligations under this Agreement, Lessee grants to Lessor a security interest constituting a first lien on (i) the Equipment and on all additions, attachments, accessions, that are considered to be an integral part of the equipment, and substitutions thereto, and on any proceeds there from, and (ii) the acquisition fund established under any Escrow Agreement entered into in connection therewith. Lessee agrees to execute such additional documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment. Lessee hereby authorizes the filing of financing statements under the Uniform Commercial Code in connection with the security interest granted hereunder.

Section 5.03. Personal Property. Lessor and Lessee agree that the Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

Section 5.04. Option to Purchase. Lessee shall have the option to purchase Lessor's interest in all (but not less than all) of the Equipment described in any Schedule, upon giving written notice to Lessor at least 60 (but not more than 180) days before the date of purchase, at the following times and upon the following terms:

- (a) On the date of the last Rental Payment set forth in that Schedule (assuming this Agreement is renewed at the end of the Original Term and each Renewal Term), if the Agreement is still in effect on such day, upon payment in full to Lessor of the Rental Payments and all other amounts then due under that Schedule plus One Dollar;
- (b) On the last day of the Original Term or any Renewal Term then in effect, upon payment in full to Lessor of the Rental Payments and all other amounts then due under that Schedule plus the then applicable Purchase Option Price set forth in that Schedule; or
- (c) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in that Schedule on the day specified in Lessee's written notice to Lessor of its exercise of the purchase option upon payment in full to Lessor of the Rental Payments and all other amounts then due under that Schedule, including, without limitation, interest accrued to the date of payment, plus the then applicable Purchase Option Price set forth in that Schedule.

ARTICLE VI. DELIVERY, MAINTENANCE; MODIFICATION; TAXES; INSURANCE AND OTHER CHARGES

Section 6.01. Delivery, Installation and Acceptance of Equipment. Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the locations specified in the Schedules and pay any and all delivery and installation costs in connection therewith. When the Equipment listed in any Schedule has been delivered and installed, Lessee shall immediately accept such Equipment and evidence said acceptance by executing and delivering to Lessor an Acceptance Certificate in the form attached hereto as Exhibit D.

Section 6.02. Location; Inspection. Once installed, no item of the Equipment will be moved from the location specified for it in the Schedule on which that item is listed without Lessor's consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

Section 6.03. Maintenance of Equipment by Lessee. Lessee agrees that at all times during the Lease Term Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and that Lessee will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals. Lessor shall have no responsibility in any of these matters, or for the making of improvements or additions to the Equipment. Lessee shall not make material modifications to the Equipment without the prior consent of Lessor.

Section 6.04. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment free of all liens, charges and encumbrances except those created by this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes of Lessor), Lessee will pay, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment and any equipment or other property acquired by Lessee in substitution for, as a renewal or replacement of, or a modification, improvement or addition to the Equipment, as well as all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment; provided that, with respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as have accrued during the Lease Term.

Lessee will take no action that will cause the interest portion of any Rental payment to become includable in gross income of the recipient for purposes of federal income taxation under the Code, and Lessee will take, and will cause its officers, employees and agents to take, all affirmative action legally within its power to prevent such interest from being includable in gross income for purposes of federal income taxation under the Code. Lessee acknowledges that Lessor's yield with respect to this Agreement is dependent upon the interest component of each Rental Payment being excluded from Lessor's income pursuant to the Code.

Section 6.05. Provisions Regarding Insurance. At its own expense, Lessee shall maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Lessor, in an amount at least equal to the replacement cost of the Equipment, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b); provided further that, if Lessor provides such consent Lessee shall provide to Lessor information with respect to such self-insurance program as Lessor may request from time to time. All insurance proceeds from casualty losses shall be payable as hereinafter provided. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. All such casualty and liability insurance shall be with insurers that are acceptable to Lessor, shall name Lessor as a loss payee and an additional insured, respectively, and shall contain a provision to the effect that such insurance shall not be canceled or modified materially without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation or modification. All such casualty insurance shall contain a provision making any losses payable to Lessee and Lessor as their respective interests may appear.

Section 6.06. Advances. In the event Lessee shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Equipment in good repair and operating condition, Lessor may (but shall be under no obligation to) purchase the required insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced therefore by Lessor shall constitute additional rent for the then-current Original Term or Renewal Term, and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date advanced until paid at the rate of 18% per annum or the maximum interest rate permitted by law, whichever is less.

ARTICLE VII. DAMAGE, DESTRUCTION AND CONDEMNATION: USE OF NET PROCEEDS

Section 7.01. Risk of Loss. Lessee is responsible for the entire risk of loss of or damage or destruction to the Equipment. No such loss, damage or destruction shall relieve Lessee of any obligation under this Agreement or any Lease.

Section 7.02. Damage, Destruction and Condemnation. If (a) the Equipment listed on any Schedule or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of that Equipment, unless Lessee shall have exercised its option to purchase that Equipment pursuant to Section 5.04. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

Section 7.03. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement referred to in Section 7.02, Lessee shall either complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, unless Lessee, pursuant to Section 5.04, purchases Lessor's interest in the Equipment destroyed, damaged or taken and any other Equipment listed in the same Schedule. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing Lessor's interest in the Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefore from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

ARTICLE VIII. DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE OF THE EQUIPMENT

Section 8.01. Disclaimer of Warranties. LESSEE HAS SELECTED THE EQUIPMENT AND THE VENDORS. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY OR REPRESENTATION WITH RESPECT THERETO. In no event shall Lessor be liable for an incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of any item or products or service provided for in this Agreement.

Section 8.02. Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties of the Equipment, which Lessor may have against the Vendor of the Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against Lessor, nor shall such matter have any effect, whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made no representation or warranties whatsoever as to the existence or availability of such warranties of the Vendor of the Equipment.

Section 8.03. Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations involving any item of Equipment may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment; provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Lessor, adversely affect the title of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement.

Section 8.04. Essential Nature of the Equipment. Lessee confirms and affirms that the Equipment is essential to the function of Lessee and the services provided to its citizens, that there is an immediate need for the Equipment which is not temporary or expected to diminish in the foreseeable future, and that Lessee will use substantially all the Equipment for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of its authority.

ARTICLE IX. ASSIGNMENT, SUBLEASING, INDEMNIFICATION, MORTGAGING AND SELLING

Section 9.01. Assignment by Lessor. Lessor's interest in, to, and under this Agreement; any Lease and the Equipment may be assigned and reassigned in whole or in part to one or more assignees by Lessor at any time subsequent to its execution. Lessee hereby agrees to maintain a written record of each such assignment in form necessary to comply with Section 149(a) of the Code. No such assignment shall be binding on Lessee until it has received written notice from Lessor of the assignment disclosing the name and address of the assignee. Lessee agrees to execute all documents, including chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in the Equipment and in this Agreement. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim, defense, set-off or other right Lessee may from time to time have against Lessor.

Section 9.02. Assignment and Subleasing by Lessee. None of Lessee's interest in, to and under this Agreement and in the Equipment may be sold, assigned, subleased, pledged or otherwise encumbered by Lessee without the prior written consent of Lessor.

Section 9.03. Release and Indemnification Covenants. To the extent permitted by law, Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liabilities, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and all expenses in connection therewith (including, without limitation, counsel fees and expenses, penalties connected therewith imposed on interest received) arising out of or as (a) result of the entering into of this Agreement, (b) the ownership of any item of the Equipment, (c) the manufacture, ordering, acquisition, use

operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death of any person, and/or (e) the breach of any covenant herein or any material misrepresentation contained herein. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

ARTICLE X. EVENTS OF DEFAULT AND REMEDIES

Section 10.01. Events of Default Defined. Subject to the provisions of **Section 4.05**, any of the following events shall constitute an "Event of Default" under any Lease:

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid under that Lease at the time specified in that Lease;
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed under that Lease, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;
- (c) Any statement, representation or warranty made by Lessee in or pursuant to that Lease or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;
- (d) Any provision of that Lease shall at any time for any reason cease to be valid and binding on Lessee, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee shall deny that it has any further liability or obligation under that Lease.
- (e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or
- (f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

Section 10.02. Remedies on Default. Whenever any Event of Default under any Lease exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) By written notice to Lessee, declare all Rental Payments and other amounts payable by Lessee under that Lease to the end of the then current Original Term or Renewal Term to be due;
- (b) With or without terminating that Lease, Lessor may, upon 5 days written notice to Lessee, enter the premises where any Equipment that is subject to that Lease is located and retake possession of that Equipment or require Lessee at Lessee's expense to promptly return any or all of the Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease the Equipment or, for the account of Lessee, sublease the Equipment, continuing to hold Lessee liable for the difference between (i) the Rental Payments and other amounts payable by Lessee under that Lease plus the then-applicable Purchase Option Price for that Equipment and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing the Equipment and all brokerage, auctioneers' and attorneys' fees) provided that the amount of Lessee's liability under this subparagraph (b) shall not exceed the Rental Payments and other amounts otherwise due under that Lease plus the remaining Rental Payments and other amounts payable by Lessee under that Lease to the end of the then current Original Term or Renewal Term; and
- (c) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under that Lease or as the owner of any or all of the Equipment that is subject to that Lease.

In addition, whenever an Event of Default exists with respect to any Rental Payment required by a particular Schedule or with respect to any other payment, covenant, condition, agreement, statement, representation or warranty set forth in that Schedule or applicable to that Schedule or the Equipment listed therein, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (d) By written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee pursuant to that Schedule and other amounts payable by Lessee under this Agreement to the end of the then current Original Term or Renewal Term to be due;
- (e) With or without terminating that Schedule, Lessor may, upon 5 days written notice to Lessee, enter the premises where the Equipment listed in that Schedule is located and retake possession of that Equipment or require Lessee at Lessee's expense to promptly return any or all of that Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease that Equipment or, for the account of Lessee, sublease that Equipment, continuing to hold Lessee liable for the difference between (i) the Rental Payments payable by Lessee pursuant to that Schedule and other amounts related to that Schedule or the Equipment listed therein that are payable by Lessee hereunder plus the then applicable Purchase Option Price for that Equipment, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneers' and attorneys' fees) provided that the amount of Lessee's liability under this subparagraph (e) shall not exceed the Rental Payments and other amounts otherwise due under that Schedule plus the remaining Rental Payments and other amounts payable by Lessee under that Schedule to the end of the then current Original Term or Renewal Term; and
- (f) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under that Schedule, this Agreement with respect to that Schedule and the Equipment listed therein.

In addition to the remedies specified above, Lessor may charge interest on all amounts due to it at the rate of 10% per annum or the maximum amount permitted by law, whichever is less. The exercise of any such remedies respecting any such Event of Default shall not relieve Lessee of any other liabilities under any other Schedules, this Agreement related to any other Schedule or the Equipment listed therein.

Section 10.03. No Remedy Exclusive. No remedy conferred upon or reserved to Lessor by this Article is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this lease. 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 thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient by Lessor or its assignee.

Section 10.04. Agreement to Pay Attorneys' Fees and Expenses. If Lessee should default under any of the provisions hereof and Lessor should employ attorneys or incur other expenses for the collection of moneys or for the enforcement of performance or observance of any obligation or agreement on the part of Lessee contained in this Agreement, Lessee agrees, to the extent it is permitted by law to do so, that it will, if assessed by a court of competent jurisdiction, pay to Lessor the reasonable fees of those attorneys and other reasonable expenses so incurred by Lessor.

Section 10.05. Application of Moneys. Any net proceeds from the exercise of any remedy hereunder (after deducting all expenses of Lessor in exercising such remedies including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing Equipment and all brokerage, auctioneer's or attorney's fees) shall be applied as follows:

- (a) If such remedy is exercised solely with respect to a single Schedule, Equipment listed in that Schedule or rights under the Agreement related to that Schedule, then to amounts due pursuant to that Schedule and other amounts related to that Schedule or that Equipment.
- (b) If such remedy is exercised with respect to more than one Schedule, Equipment listed in more than one Schedule or rights under the Agreement related to more than one Schedule, then to amounts due pursuant to those Schedules pro rata.

ARTICLE XI. MISCELLANEOUS

Section 11.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business.

Section 11.02. Binding Effect; Entire Agreement; Amendments and Modifications. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Lessor and the Lessee; nor shall any such amendment that affects the rights of Lessor's assignee be effective without such assignee's consent. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.03. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.04. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.05. Amendments, Changes and Modifications. This Agreement may be amended, added to, changed or modified by written agreement duly executed by Lessor and Lessee.

Section 11.06. Execution in Counterparts; Chattel Paper. This Agreement, including in writing each Schedule, may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; except (1) to the extent that various Schedules and this Agreement as it relates thereto constitutes separate Leases as provided in this Agreement and (2) that Lessor's interest in, to and under any Schedule and the Agreement as it relates to that Schedule, and the Equipment listed in that Schedule may be sold or pledged only by delivering possession of the original counterpart of that Schedule marked "Counterpart No. 1," which Counterpart No. 1 shall constitute chattel paper for purposes of the Uniform Commercial Code.

Section 11.07. Usury. The parties hereto agree that the charges in this Agreement and any Lease shall not be a violation of usury or other law. Any such excess charge shall be applied in such order as to conform this Agreement and such Lease to such applicable law.

Section 11.08. Jury Trial Waiver. To the extent permitted by law, lessee agrees to waive its right to a trial by jury.

Section 11.09. Facsimile Documentation. Lessee agrees that a facsimile copy of this Agreement or any Lease with facsimile signatures may be treated as an original and will be admissible as evidence of this Agreement or such Lease.

Section 11.10. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 11.11. Texas Anti-Boycott Laws. To the extent applicable to this Agreement, the Lessor hereby certifies as follows: (a) pursuant to Section 2271.002 of the Texas Government Code, the Lessor does not boycott Israel and will not boycott Israel during the term of this Agreement; (b) pursuant to Section 2276.002 of the Texas Government Code, the Lessor does not boycott energy companies and will not boycott energy companies during the term of this Agreement; and (c) pursuant to Section 2274.002 of the Texas Government Code, the Lessor does not have a practice, policy, guidance, or directive which discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. For purposes of this section, all references to the Lessor means the Lessor and any parent company, wholly owned subsidiary, majority-owned subsidiary, or affiliate of the Lessor.

Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives listed below.

Lease No. JOSTX2025-07**LESSEE:**

City of Joshua

LESSOR:

Community First National Bank

Mike Peacock, City Manager_____
Blake Kaus, VP

EXHIBIT A**SCHEDULE OF EQUIPMENT NO. 01, Dated 7/17/2025**Counterpart No. 1.

LESSOR'S INTEREST IN, TO AND UNDER THIS SCHEDULE AND THE AGREEMENT AS IT RELATES TO THIS SCHEDULE MAY BE SOLD OR PLEDGED ONLY BY DELIVERING POSSESSION OF COUNTERPART NO. 1 OF THIS SCHEDULE, WHICH COUNTERPART NO. 1 SHALL CONSTITUTE CHATTEL PAPER FOR PURPOSES OF THE UNIFORM COMMERCIAL CODE.

Re: Master Equipment Lease Purchase Agreement, dated as of 7/17/2025, between Community First National Bank, as Lessor, and City of Joshua, as Lessee.

1. **Defined Terms.** All terms used herein have the meanings ascribed to them in the above referenced Master Equipment Lease Purchase Agreement (the "Master Equipment Lease").
2. **Equipment.** The Equipment included under this Schedule of Equipment is comprised of the items described in the Equipment Description attached hereto as **Attachment 1**, together with all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.
3. **Payment Schedule.** The Rental Payments and Purchase Option Prices under this Schedule of Equipment are set forth in the Payment Schedule attached as **Attachment 2** hereto.
4. **Representations, Warranties and Covenants.** Lessee hereby represents, warrants, and covenants that its representations, warranties and covenants set forth in the Agreement are true and correct as though made on the date of commencement of Rental Payments on this Schedule.
5. **The Master Equipment Lease.** This Schedule is hereby made as part of the Master Equipment Lease and Lessor and Lessee hereby ratify and confirm the Master Equipment Lease. The terms and provisions of the Master Equipment Lease (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated by reference and made a part hereof.

Lease Number: JOSTX2025-07**LESSEE:**

City of Joshua

LESSOR:

Community First National Bank

Mike Peacock, City Manager_____
Blake Kaus, VP

ATTACHMENT 1 EQUIPMENT DESCRIPTION

RE: Schedule of Equipment No. 01, dated 7/17/2025, to Master Equipment Lease Purchase Agreement, dated as of 7/17/2025, between Community First National Bank, as Lessor, and City of Joshua, as Lessee.

Lease Number: JOSTX2025-07

One (1) New Spartan Gladiator Pumper with equipment

With a total acquisition cost of \$1,172,727.00; together with all additions, accessions and replacements thereto. Lessee hereby certifies the description of the personal property set forth above constitutes an accurate description of the "Equipment", as defined in the attached Master Equipment Lease Purchase Agreement and the Equipment is located on the premise of the Lessee unless otherwise noted by the Lessee.

Physical location where equipment will be stored after delivery: _____

LESSEE:

City of Joshua

Mike Peacock, City Manager

ATTACHMENT 2 PAYMENT SCHEDULE

RE: Schedule of Equipment No. 01, dated 7/17/2025, to Master Equipment Lease Purchase Agreement, dated as of 7/17/2025, between Community First National Bank, as Lessor, and City of Joshua, as Lessee.

Lease Number: JOSTX2025-07

Amount Financed: \$1,047,727.00

AMORTIZATION SCHEDULE

Payment Number	Payment Date	Payment Amount	Interest Portion	Principal Portion	Purchase Option Price
1	7/17/2026	\$181,553.88	\$53,161.68	\$128,392.20	Not Available
2	7/17/2027	\$181,553.88	\$46,647.05	\$134,906.83	\$843,260.07
3	7/17/2028	\$181,553.88	\$39,801.88	\$141,752.00	\$690,876.67
4	7/17/2029	\$181,553.88	\$32,609.38	\$148,944.50	\$530,761.33
5	7/17/2030	\$181,553.88	\$25,051.94	\$156,501.94	\$362,521.74
6	7/17/2031	\$181,553.88	\$17,111.03	\$164,442.85	\$185,745.68
7	7/17/2032	\$181,553.88	\$8,767.20	\$172,786.68	\$0.00

Grand Totals	\$1,270,877.16	\$223,150.16	\$1,047,727.00
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LESSEE:

City of Joshua

Mike Peacock, City Manager

EXHIBIT B**LESSEE RESOLUTION**

Re: Schedule of Equipment No. 01, dated 7/17/2025, to Master Equipment Lease Purchase Agreement, dated as of 7/17/2025, between Community First National Bank, as Lessor, and City of Joshua, as Lessee.

I, the undersigned, the duly appointed, qualified and acting **City Secretary** of the above captioned Lessee do hereby certify this date _____, as follows:

- (1) Lessee did, at a meeting of the governing body of the Lessee held on _____, by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the above referenced Schedule of Equipment No. 01 (the "Schedule") on its behalf by the following named representative of the Lessee, to witness:

Authorized Signer: Mike Peacock, City Manager

- (2) The above named representative of the Lessee held at the time of such authorization and holds at the present time the office set forth above.
- (3) The meeting of the governing body of the Lessee at which the Schedule was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval and that the action approving the Schedule and authorizing the execution thereof has not been altered or rescinded.
- (4) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the above referenced Master Equipment Lease Purchase Agreement) exists at the date hereof.
- (5) All insurance required in accordance with the above referenced Master Equipment Lease Purchase Agreement is currently maintained by the Lessee.
- (6) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rental Payments scheduled to come due during the Original Term and to meet its other obligations for the Original Term (as such terms are defined in the above referenced Master Equipment Lease Purchase Agreement) and such funds have not been expended for other purposes.
- (7) The fiscal year of Lessee is from _____ to _____.

The signatures below from the designated individuals from the Governing Body of the Lessee evidence the adoption by the Governing Body of this resolution.

City of Joshua

Attested By: _____
Scott Kimble, Mayor

Certified By: _____
Alice Hollaway, City Secretary

EXHIBIT C**OPINION OF LESSEE'S COUNSEL***(Must be re-Printed onto attorney's letterhead)*

(Date)

Community First National Bank
 215 S. Seth Child Road
 Manhattan, KS 66502

Re: Lessee: City of Joshua

Ladies and Gentlemen:

As legal counsel to City of Joshua (the "Lessee"), I have examined (a) an executed counterpart of a certain Master Equipment Lease Purchase Agreement, dated as of 7/17/2025, and Exhibits thereto by and between Community First National Bank (the "Lessor") and Lessee, Schedule of Equipment No. 01, dated 7/17/2025, (collectively, the "Agreement") by and between Lessor and Lessee, which, among other things, provides for the lease with option to purchase by the Lessee of certain property listed in the Schedule (the "Equipment"); (b) an executed counterpart of the ordinances or resolutions of Lessee which, among other things, authorizes Lessee to execute the Agreement and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based on the foregoing, I am of the following opinions:

- (1) Lessee's true and correct name is City of Joshua.
- (2) Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power;
- (3) Lessee has the requisite power and authority to lease the Equipment with an option to purchase and to execute and deliver the Agreement and to perform its obligations under the Agreement;
- (4) The Agreement and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee and the Agreement and other documents either attached thereto or required therein are the valid and binding obligations of Lessee enforceable in accordance with their terms;
- (5) The authorization, approval and execution of the Agreement and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws; and
- (6) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the security interest of Lessor or its assigns, as the case may be, in the Equipment.
- (7) The signatures of the officers which appear on the Agreement are true and genuine; I know said officers and know them to hold the offices set forth below their names.
- (8) No further approval, consent or withholding of objection is required from any federal, state or local governmental authority with respect to the entering into or performance by the Lessee of the Lease and the transaction contemplated thereby.
- (9) The Equipment leased pursuant to the Agreement constitutes personal property and when subjected to use by Lessee will not be or become fixtures under applicable law.
- (10) The Lessee is a political subdivision within the meaning of Section 103 of the Internal Revenue Code of 1986 as amended and the related regulations and rulings.
- (11) The leasing of the Equipment pursuant to the Agreement is exempt from all sales and use taxes against either the Lessor or the Lessee during the term of the Lease pursuant to the Agreement and the Equipment will be exempt from all state and local personal property or other ad valorem taxes.

All capitalized terms herein shall have the same meanings as in the foregoing Agreement unless otherwise provided herein. Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Rental Payments are entitled to rely on this opinion.

Signature of Legal Counsel

EXHIBIT D**ACCEPTANCE CERTIFICATE**

Community First National Bank
215 S. Seth Child Road
Manhattan, KS 66502

Ladies and Gentlemen,

RE: Schedule of Equipment No. 01, dated 7/17/2025, to Master Equipment Lease Purchase Agreement, dated as of 7/17/2025, between Community First National Bank, as Lessor, and City of Joshua, as Lessee.

In accordance with the Master Equipment Lease Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

- (1) All of the Equipment (as such term is defined in the Agreement) listed in the above referenced Schedule of Equipment (the "Schedule") has been delivered, installed and accepted on the date hereof.
- (2) Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
- (3) Lessee is currently maintaining the insurance coverage required by **Section 6.05** of the Agreement.
- (4) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.
- (5) Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Agreement during the current Budget Year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current Budget Year.
- (6) The governing body of Lessee has approved the authorization, execution and delivery of this Agreement on its behalf by the authorized representative of Lessee who signed the Agreement.
- (7) The Lessee will in a timely fashion submit the appropriate paperwork to the State to have a title to the Equipment issued in their name as owner and Lessor listed as first lienholder. Such verification of perfected ownership and security interest will be provided to Lessor no later than 90 days from delivery of the Equipment.

LESSEE:

City of Joshua

Mike Peacock, City Manager

Date

TITLE REGISTRATION & SECURITY INTEREST CERTIFICATION

RE: Schedule of Equipment No. 01, dated 7/17/2025, to Master Equipment Lease Purchase Agreement, dated as of 7/17/2025, between Community First National Bank, as Lessor, and City of Joshua, as Lessee.

Lease Number: JOSTX2025-07

One (1) New Spartan Gladiator Pumper with equipment

In accordance with the Agreement, the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. The Agreement requires the completion of the ownership transfer and perfection of the lienholder process. This process is completed through submission of the documents to the State for a title to be issued in the name of the Lessee.
2. The Lessee will in a timely fashion submit the appropriate paperwork to the State to have a title to the Equipment issued in their name as owner and Lessor listed as first lienholder. Such verification of perfected ownership and security interest will be provided to Lessor no later than 90 days from delivery of the Equipment.

LESSEE:

City of Joshua

Mike Peacock, City Manager

BANK QUALIFIED CERTIFICATE

RE: Schedule of Equipment No. 01, dated 7/17/2025, to Master Equipment Lease Purchase Agreement, dated as of 7/17/2025, between Community First National Bank, as Lessor, and City of Joshua, as Lessee.

Whereas, Lessee hereby represents it is a "Bank Qualified" Issuer for the calendar year in which the above referenced Schedule is executed by making the following designations with respect to Section 265 of the Internal Revenue Code. (A "Bank Qualified Issuer" is an issuer that issues less than \$10,000,000 dollars of tax-exempt obligations during the calendar year).

Now, therefor, Lessee hereby designates the above referenced Schedule as follows:

1. **Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(i) of the Internal Revenue Code of 1986 as amended (the "Code"), the Lessee hereby specifically designates the above referenced Schedule as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Lessee hereby represents that the Lessee will not designate more than \$10,000,000 of obligations issued by the Lessee in the calendar year during which the above referenced Schedule is executed and delivered as such "qualified tax-exempt obligations".
2. **Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Lessee hereby represents that the Lessee (including all subordinate entities of the Lessee within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the above referenced Schedule is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.

LESSEE:

City of Joshua

Mike Peacock, City Manager

INSURANCE COVERAGE REQUIREMENTS

Lessee: City of Joshua

Please mark one of the following:

() Pursuant to Section 6.05 of the Agreement, you have agreed to provide us evidence of insurance covering the property in the Agreement. A Certificate of Insurance naming all insured parties and coverage must be provided to us as soon as possible, but no later than the date on which delivery of equipment occurs.

() Pursuant to Section 6.05 of the Agreement, we are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form, together with a copy of the statute authorizing this form of insurance. Coverage must be provided to us as soon as possible, but no later than the date on which delivery of equipment occurs.

Equipment to be insured: **One (1) New Spartan Gladiator Pumper with equipment**

Policy should be issued and mailed to: Community First National Bank and/or Its Assigns
215 S. Seth Child Road
Manhattan, KS 66502

INSURANCE REQUIREMENTS:

1. LIABILITY

- ✓ \$1,000,000.00 Aggregate Bodily Injury
- ✓ \$1,000,000.00 Combined Single Limit per Occurrence
- ✓ Community First National Bank and/or Its Assigns MUST be listed as **Additional Insured**.

2. PHYSICAL DAMAGE

- ✓ All risk coverage to guarantee proceeds sufficient to cover the replacement cost of the equipment.
- ✓ Community First National Bank and/or Its Assigns MUST be listed as **Loss Payee**.

3. ENDORSEMENT

- ✓ Lessor will receive at least thirty (30) days written notice from Insurer prior to alteration, cancellation or reduction of insurance coverage.

4. VERBIAGE TO INCLUDE IN DESCRIPTION

- ✓ One (1) New Spartan Gladiator Pumper with equipment as outlined on Lease# JOSTX2025-07
- ✓ Replacement Value (GRC, ACV, etc.)
- ✓ Comprehensive and Collision Deductibles

THE CERTIFICATE SHOULD BE
EMAILED TO catroberts@clpusa.net OR FAXED TO: 888.777.7875

Insurance Company Name:		
Agents Name:		
Address:		
City:	State:	Zip:
Phone:	Email:	

LESSEE:
City of Joshua

Mike Peacock, City Manager

INVOICE INSTRUCTIONS

RE: Schedule of Equipment No. 01, dated 7/17/2025, to Master Equipment Lease Purchase Agreement, dated as of 7/17/2025, between Community First National Bank, as Lessor, and City of Joshua, as Lessee.

Lease Number: JOSTX2025-07

Equipment Description: One (1) New Spartan Gladiator Pumper with equipment

Please provide contact information for billing and invoicing purposes.

Person/Department: _____
P.O. Box/Street: _____
City, State, Zip: _____
Telephone Number: _____
Email Address: _____

NOTICE OF ASSIGNMENT

July 9, 2025

City of Joshua
101 South Main Street
Joshua, TX 76058

RE: Schedule of Equipment No. 01, dated 7/17/2025, to Master Equipment Lease Purchase Agreement, dated as of 7/17/2025, between Community First National Bank, as Lessor, and City of Joshua, as Lessee.

Please be advised that Community First National Bank has assigned all its right, title and interest in, to and under the above referenced Master Equipment Lease Purchase Agreement (the "Agreement"), the Equipment leased thereunder and the right to receive Rental Payments thereunder to the following assignee:

Community First National Bank will be servicing this lease and all Rental Payments and payment of the Purchase Option Price due under the Agreement will be made to:

**Community First National Bank
215 S. Seth Child Road
Manhattan, KS 66502**

Community First National Bank

Blake Kaus, VP

ACKNOWLEDGED AND ACCEPTED:

City of Joshua

Mike Peacock, City Manager

*Lessor may at a future date desire to assign this lease agreement. At this time, a specific Assignee is undetermined. At such time Lessor determines a need to assign this lease; Lessee will be provided with a completed copy of this page for their records and be made aware of any changes in where to send the rental payments going forward. This assignment option is outlined in Article IX of the Master Equipment Lease Purchase Agreement.

Form **8038-G****Information Return for Tax-Exempt Governmental Bonds**

(Rev. October 2021)

► Under Internal Revenue Code section 149(e)

► See separate instructions.

OMB No. 1545-0047

Department of the Treasury
Internal Revenue Service**Caution:** If the issue price is under \$100,000, use Form 8038-GC.
► Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority		Check box if Amended Return <input type="checkbox"/>	
1 Issuer's name City of Joshua		2 Issuer's employer identification number (EIN) 75-1401183	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) 101 South Main Street	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code Joshua, TX 76058		7 Date of issue 07/17/2025	
8 Name of issue Master Equipment Lease Purchase Agreement		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.	
11 Education	11
12 Health and hospital	12
13 Transportation	13
14 Public safety	14 \$ 1,047,727.00
15 Environment (including sewage bonds)	15
16 Housing	16
17 Utilities	17
18 Other. Describe ►	18
19a If bonds are TANs or RANs, check only box 19a	<input type="checkbox"/>
b If bonds are BANs, check only box 19b	<input type="checkbox"/>
20 If bonds are in the form of a lease or installment sale, check box	<input type="checkbox"/>

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.				
(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21 07/17/2032	\$ 1,047,727.00	\$ N/A	7 years	5.074 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)	
22 Proceeds used for accrued interest	22
23 Issue price of entire issue (enter amount from line 21, column (b))	23
24 Proceeds used for bond issuance costs (including underwriters' discount)	24
25 Proceeds used for credit enhancement	25
26 Proceeds allocated to reasonably required reserve or replacement fund	26
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27
28 Proceeds used to refund prior taxable bonds. Complete Part V	28
29 Total (add lines 24 through 28)	29
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 10-2021)

Part VI Miscellaneous

- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) **35**
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions **36a**
- b** Enter the final maturity date of the GIC ► (MM/DD/YYYY) _____
- c** Enter the name of the GIC provider ► _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units **37**
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► ☐ and enter the following information:
- b** Enter the date of the master pool bond ► (MM/DD/YYYY) _____
- c** Enter the EIN of the issuer of the master pool bond ► _____
- d** Enter the name of the issuer of the master pool bond ► _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ► ☒
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ► ☐
- 41a** If the issuer has identified a hedge, check here ► ☐ and enter the following information:
- b** Name of hedge provider ► _____
- c** Type of hedge ► _____
- d** Term of hedge ► _____
- 42** If the issuer has superintegrated the hedge, check box ► ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ► ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ► ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ► ☐ and enter the amount of reimbursement ► _____
- b** Enter the date the official intent was adopted ► (MM/DD/YYYY) _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative _____ Date _____ Mike Peacock, City Manager
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name ►	Firm's EIN ►			
Firm's address ►	Phone no.			



JOSHUA POLICE DEPARTMENT

June 2025

In June, the Joshua Police Department continued advancing towards several of its goals which are intended to increase service to the people of Joshua. One goal we advanced towards related to the Citizens on Patrol program. A police department vehicle was repurposed and distinct reflective graphics were applied to identify it as the C.O.P. vehicle. The C.O.P. program is now expected to begin operations in July. Another department goal is the development and improvement of the abilities of its leadership team through training. Currently, all department supervisors are participating in the Texas Police Chiefs Association (TPCA) Law Enforcement Command Officer Program (LECOP). In June, two of our supervisors attended one LECOP course and one of those two also attended an additional LECOP course. Most of our supervisors are nearing completion of LECOP at this time. Another goal we have advanced towards in June involves the establishment of attainable, measurable performance expectations. Beginning in the 2nd quarter of 2025, one performance expectation put into place involves patrol officers being required to make a minimum number of traffic contacts per shift. I am pleased to report that this performance expectation resulted in a 36% increase in the number of traffic stops by the end of the 2nd quarter.

PATROL DIVISION						
Calls for Service in June 2025						
Officer Initiated Calls	Dispatched Calls	Total Calls	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
1044	250	1294	0:08:04	0:28:23	322:30:29	0:40:14

PATROL DIVISION					
Statistical Comparisons for June 2025					
June 2025		June 2024		Year to Date 2025	
Dispatch Calls	250	Dispatch Calls	238	Dispatch Calls	1615
Arrests	13	Arrests	10	Arrests	46
Crash Reports	4	Crash Reports	3	Crash Reports	43
Traffic Stops	503	Traffic Stops	403	Traffic Stops	1808
Citations	143	Citations	335	Citations	845
Outside Agency Assists	20	Outside Agency Assists	9	Outside Agency Assists	49
Reports	56	Reports	36	Reports	210



CRIMINAL INVESTIGATION DIVISION			
Statistics for June 2025			
Detective Stone		Detective Mansell	
Current Active Cases	4	Current Active Cases	11
Active Felonies	3	Active Felonies	4
Active Misdemeanors	1	Active Misdemeanors	7
Cases Assigned	14	Cases Assigned	16
Cases Cleared	2	Cases Cleared	3
Criminal Investigations Division Year to Date			
Assigned		Cleared (All Clearance Types)	
268		259	

TRAINING & COMMUNITY OUTREACH	
<ul style="list-style-type: none">• 06/01/25 thru 06/02/25 – Captain Lee and Sergeant Session attended Managing Criminal Investigations training.• 06/03/25 – Captain Lee represented the Police Department at the monthly meeting of the Joshua Citizens Police Academy Alumni Association.• 06/09/25 – Chief Fullagar and Captain Lee attended a meeting of the Burleson Consortium (RMS/CAD software) regarding timelines and options for transitioning away from Burleson IT support.• 06/10/25 thru 06/14/25 – Officer Sosebee attended Peer Support training.• 06/23/25 – 06/27/25 - Chief Fullagar attended New Chief Development School in Huntsville, Texas.	

City of Joshua
Municipal Court Council Report
From 6/1/2025 to 6/30/2025

7/1/2025 8:

Item 2.

Violations by Type

Traffic	Penal	City Ordinance	Parking	Other	Total
70	1	7	0	4	82

Financial

State Fees	Court Costs	Fines	Tech Fund	Building Security	Total
\$5,995.89	\$4,452.21	\$9,914.43	\$336.32	\$411.98	\$21,110.83

Warrants

Issued	Served	Closed	Total
0	0	1	1

FTAs/VPTAs

FTAs	VPTAs	Total
0	0	0

Dispositions

Paid	Non-Cash Credit	Dismissed	Driver Safety	Deferred	Total
80	0	38	3	28	149

Trials & Hearings

Jury	Bench	Appeal	Total
0	0	0	0

Omni/Scofflaw/Collection

Omni	Scofflaw	Collections	Total
14	0	14	28

Public Works Monthly Team Status Report

For The Month Of June 2025

Completed Items

Date Received	Work Order	Finish Date	Notes
6/2/2025	200 Santa Fe Parks Facility	6/30/2025	Prepare area for stage storage facility
6/3/2025	City Wide	6/3/2025	Treat unwanted vegetation with herbicide
6/4/2025	505 Lone Star	6/24/2025	Asphalt street repair
6/4/2025	5008 Big Springs	6/23/2025	Asphalt street repair
6/4/2025	City Wide	6/4/2025	Repair potholes in city streets
6/5/2025	Cemex	6/5/2025	Haul in rip rap for drainage projects
6/9/2025	Edgehill and Sandy Ln	6/16/2025	Remove trees from ROW
6/10/2025	Sylvia Apartment Complex	6/10/2025	Remove silt from parking lot
6/11/2025	4809 Wagon Wheel	6/26/2025	Stabilize and repair drive with asphalt
6/12/2025	104 Sunset Pl	6/13/2025	Recondition drainage swales
6/17/2025	City Wide	6/30/2025	Mow city properties and drainage easements
6/19/2025	206 College	6/19/2025	Clean culvert under drive
6/19/2025	111 Cedar Crest	6/19/2025	Clean culvert under drive
6/19/2025	1570 N Main Street	6/19/2025	Clean culvert under drive
6/20/2025	Thomas and Cofield	6/20/2025	Recondition drainage easement
6/25/2025	Briarwood Trl	6/25/2025	Excavate and repair street
6/27/2025	Kinloch Arlington	6/27/2025	PM service for remote mower
6/30/2025	205 Hilltop	6/30/2025	Recondition drainage easements

In Progress

Year Round	City Wide		Tree trimming
Year Round	City Wide		Street sign repairs
Year Round	City Wide		Asphalt street repairs
Year Round	City Wide		Repair potholes with Duramaxx
Year Round	City Wide		Set out traffic counter and gather data
Seasonal	City Wide		Mowing right of ways and drainage easements

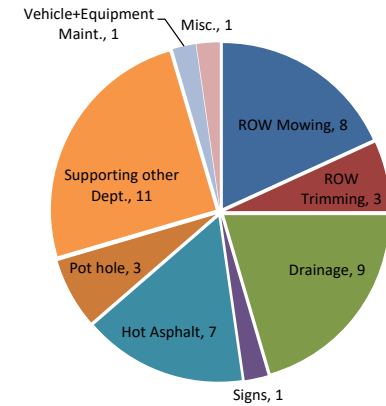
Assigned But Not Yet Started

City of Joshua
Public Works Monthly Activity Report
For the Month of June 2025

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

Chart reflects one per daily occurrence

ROW Mowing	8
ROW Trimming	3
Drainage	9
Signs	1
Hot Asphalt	7
Pot hole	3
Building Maint.	0
Concrete	0
Emergency Services	0
Crack Seal	0
Safety Meeting/Classes	0
Supporting other Dept.	11
Vehicle+Equipment Maint.	1
Misc.	1



Building Inspection Report

JUNE	2025	2024	YTD 2025	YTD 2024
Building	99	61	361	374
Electrical	47	28	208	210
Plumbing	37	30	151	228
Mechanical	21	18	66	103
Re-Inspections	9	13	34	73
Certificate of Occupancy	1	0	10	5
Certificate of Occupancy Re-Inspection	1	0	2	3
Total # of Inspections	215	150	832	996
Plan Review	28	20	121	101

Building Permit Report

JUNE	2025	2024	YTD 2025	YTD 2024
Building	34	25	190	176
Electrical	13	14	85	88
Plumbing	11	17	68	100
Mechanical	14	4	45	63
Permanent Sign	5	0	10	3
Temporary Sign	1	0	23	5
Certificate of Occupancy	1	0	11	8
Swimming Pool	0	1	8	2
Irrigation System	6	2	29	34
Solicitor	0	0	1	0
Contractor Registration	19	23	135	112
MHP Registration	0	0	3	0
Garage Sales	17	17	72	24
Total # of Permits	121	103	680	591

New Businesses Report

JUNE 2025

New Businesses (Certificate of Occupancy Issued)	Address
Master Cutzz Empire	313 S Broadway #4
Sylvia @ S. Broadway	1211 S Broadway
Future New Businesses (Applied for Certificate of Occupancy not completed)	Address
Premier Commercial Collision	1570 N Main Street
New CO Issued for existing Business (New Owner, New Location, Name change,etc)	Address
Ten 06 @ Joshua Station	1006 Joshua Station

Animal Services Monthly Snapshot

Month	Visitors	Phone calls	Volunteer Hours	Community Service	Total Animal Intake	Dog	Cat	Other	Total Animal Outcome	Adoption	Return to Owner	Transfer/Relocate	Died in Care	Euthanized	Patrol Hours	Calls for Service/Case	Trap Service	Notices/Warnings	Citations	Community Outreach	Education/Training
October	162	300	58	128	57	22	34	1	35	21	4	0	4	5	7	18	0	3	0	0	0
November	195	191	8	280	32	14	18	0	27	9	4	0	0	14	10	12	0	4	0	0	0
December	200	272	0	421	32	15	17	0	59	38	4	12	0	5	7.5	11	0	4	0	0	0
January	215	408	0	355	34	19	15	0	36	29	2	2	1	2	7.5	23	0	4	0	0	0
February	195	604	64	360	39	28	10	1	57	16	9	15	2	15	36	36	0	13	0	0	0
March	186	649	240	444	55	19	32	4	62	18	7	4	2 (DOA)	28	38	48	14	13	0	1	14
April	213	581	164	496	79	36	41	2	64	24	9	4	3/1DOA	21	46	62	32	15	4	0	0
May	226	582	181	420	107	32	70	5	78	24	5	18	4	27	42	76	21	9	2	2	14
June	164	530	143	227	100	20	76	4	109	22	9	5	6/2DOA	64	58	54	38	4	2	1	28
July																					
August																					
September																					
YTD	1756	4117	858	3131	535	205	313	17	527	201	53	60	22	181	252	340	0	69	8	4	56
23/24 total	772	3850	392.5	2501	561	279	261	21	573	339	71	70	17	74	102	359	1	23	94	3	6
Annual % vs 23/24	227.46%	106.94%	218.60%	125.19%	95.37%	73.48%	119.92%	80.95%	91.97%	59.29%	74.65%	85.71%	129.41%	244.59%	247.06%	94.71%	0.00%	300.00%	8.51%	133.33%	933.33%

Revenue	Total Revenue	Adoptions	City Licenses	Surrenders	Microchips	Reclaim Fees	Quarantine Fees	Rabies Vouchers	Vaccinations	Impound Fees	Donations/Other	Permit Applications	Permit Fees	Sterilization and/or Vouchers	Trap Deposit	Trap Service	Refunds
October	\$ 1,415	\$ 380		\$ 115	\$ 265	\$ 80	\$ -	\$ -	\$ 370	\$ -	\$ -	\$ -	\$ -	\$ 205	\$ -	\$ -	\$ -
November	\$ 955	\$ 140		\$ 25	\$ 120	\$ 175	\$ -	\$ -	\$ 160	\$ -	\$ 75	\$ -	\$ -	\$ 220	\$ -	\$ 40	\$ -
December	\$ 1,795	\$ 350		\$ 25	\$ 240	\$ 150	\$ -	\$ -	\$ 320	\$ -	\$ 425	\$ -	\$ -	\$ 285	\$ -	\$ -	\$ -
January	\$ 2,305	\$ 595		\$ 95	\$ 405	\$ 50	\$ -	\$ -	\$ 520	\$ -	\$ 555	\$ -	\$ -	\$ 85	\$ -	\$ -	\$ -
February	\$ 2,055	\$ 240		\$ 250	\$ 195	\$ 525	\$ -	\$ 10	\$ 240	\$ -	\$ 275	\$ -	\$ -	\$ 290	\$ -	\$ -	\$ -
March	\$ 2,820	\$ 290		\$ 375	\$ 215	\$ 150	\$ 675	\$ -	\$ 200	\$ -	\$ 500	\$ -	\$ -	\$ 435	\$ -	\$ -	\$ -
April	\$ 2,705	\$ 440		\$ 425	\$ 260	\$ 325	\$ -	\$ 5	\$ 380	\$ -	\$ 390	\$ -	\$ -	\$ 480	\$ -	\$ -	\$ -
May	\$ 1,885	\$ 320		\$ 170	\$ 280	\$ 100	\$ 100	\$ 20	\$ 340	\$ -	\$ 330	\$ -	\$ -	\$ 175	\$ 50	\$ -	\$ -
June	\$ 2,335	\$ 220		\$ 195	\$ 330	\$ 200	\$ 20	\$ 5	\$ 340	\$ -	\$ 560	\$ -	\$ -	\$ 85	\$ 150	\$ -	\$ -
July	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
August	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
September	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
YTD	\$ 18,270	\$ 2,975	\$ -	\$ 1,675	\$ 2,310	\$ 1,755	\$ 795	\$ 40	\$ 2,870	\$ -	\$ 3,110	\$ -	\$ -	\$ 2,260	\$ 200	\$ 40	\$ -
23/24 total	\$ 21,622	\$ 7,000	\$ 375	\$ 3,106	\$ 1,160	\$ -	\$ -	\$ -	\$ 3,730	\$ -	\$ 3,656	\$ -	\$ -	\$ 2,540	\$ 40	\$ -	\$ -
Annual % vs 23/24	84.50%	42.50%	0.00%	53.93%	199.14%	0.00%	0.00%	0.00%	76.94%	0.00%	85.07%	0.00%	0.00%	88.98%	500.00%	0.00%	0.00%

City of Joshua
City Secretary's Office
Monthly Report
Reporting Period: July 2025
Prepared by: Alice Holloway, City Secretary

I. GENERAL OVERVIEW

The City Secretary's Office continues to play a vital role in ensuring compliance, transparency, and seamless support for the City Council, staff, and the public. This month has been especially active, with significant efforts focused on the new public information software, following legislative bills, maintaining records, and responding to citizen needs.

II. MEETING & BOARD SUPPORT

Task	Quantity
City Council Agendas Prepared	0
Council Meeting Minutes Completed	0
Supporting Documents Processed	2
Board/Commission Agendas Prepared	3
Meetings	
Board/Commission Minutes Completed	3
Supporting Documents Processed	1
Board Vacancies/Applications Processed	1 (Resignation)

III. RECORDS MANAGEMENT

Task	Quantity
Public Information Requests Processed	33
Records Archived/Digitized	127 + pages
Ordinances Indexed	0
Resolutions Indexed	0
Retention Schedule Reviews	3

IV. REPORTS FILED

- 2025 Annual Voting Systems Report (SOS)
- U.S. Census Bureau

V. LEGAL & OFFICIAL NOTICES

Task	Quantity
Legal Notices Published	2
City Hall/Website Postings	8
Proclamations/Certificates Prepared	0

VI. Citizen Outreach

Task	Quantity
Facebook	159,974 Views – Top Post: Business Highlight Taco 100 - 27, 276 Views
Newsletter	5 with a total of 1,020 subscribers. Up 37 in the last 30 days

VII. SPECIAL PROJECTS

- **Public Records Software (NextRequest):**
Fully implemented, saving approx. 10–12 staff hours weekly
- **Policy/Procedure Review:**
Updating Records Management procedures and internal records policies
- **Replacing all photo frames in the council chambers with a new design.**
Updating all mayoral photo frames with a new, uniform professional design to ensure a consistent and polished presentation

VIII. TRAINING

Task	Details
TML-First Amendment	Keene
Billboard Training	Online with Billy Tolson
Athenian Dialogue	Online-8 hours and 3 credits for recertification
Webex	Online with Webex Representative

IX. HIGHLIGHTS

- Coordinated multi-department support for agenda and records.
 - Prepared historical records for long-term storage and preservation.
-

X. UPCOMING PRIORITIES

- November election, if called.
 - Citywide records destruction.
 - Digital billboard.
 - Updates to document retention and destruction schedules.
 - Attend the August TMCA Seminar regarding Legislative Updates.
 - Create Boards/Commission Manual and Training Program.
-

XI. FINAL NOTES

The City Secretary's Office continues to see high levels of demand across all service areas. Ongoing improvements in technology and processes are essential to meet this growing workload. The City Secretary remains committed to serving the Council, staff, and citizens of Joshua with excellence.

City of Joshua, Texas Performance Report

June 1, 2025 - June 30, 2025 All departments

General Overview: Requests received, opened, and closed in this period.

22 request(s) received

Total number of new requests received during this reporting period.

0 total request(s)

Total number of requests in the portal at the beginning of the reporting period.

20 request(s) closed

Total number of requests closed during this reporting period.

2 request(s) open

Total number of open requests by the end of this reporting period.

0 request(s) overdue

Total number of requests that became overdue in this reporting period.

1 request(s) paused

Total number of requests that were paused by the end of this reporting period.

Response and Fulfillment: How fast your agency responds to and fulfills requests

0 day(s) to respond

Median response time in days in this reporting period.

0 day(s) to respond

Average response time in days in this reporting period.

0 fulfilled outside 10 days

Number of requests closed beyond 10 days of request submission during this reporting period.

21 fulfilled within 10 days

Total number of requests closed within 10 days of request submission during this reporting period.

1 day(s) to fulfillment

Median number of days taken to fulfill all requests in this reporting period.

1 day(s) to fulfillment

Average number of days taken to fulfill all requests in this reporting period.

Requests by Department

This table breaks down how many requests were received and closed by each department, as well as median fulfillment speed for each department in this reporting period.

Department	New	Closed	Median	Average
Animal Shelter	0	0	0	0
City Manager's Office	0	0	0	0
City Secretary's Office	6	6	1	1
Code Enforcement	1	1	2	2
Development Services	5	5	2	2
Economic Development	0	0	0	0
Finance Department	0	0	0	0
Human Resources	0	0	0	0
Municipal Court	0	0	0	0
Parks Department	0	0	0	0
Police Department	8	7	2	3
Public Works	1	1	2	2
Not Assigned	3	2	1	1

Message Templates Report

This table includes all message templates used within this reporting period

Message Template	Times Used
Estimated response date	21
No requirement to construct a public record or answer questions	1

Closure Response Report

This table includes all closure responses and totals used in this reporting period.

Closure Response	Times Used
Fulfilled	12
No Records Found	6
No Records: Other Agency	2
Not a Request-Questions	1

Tag Report

This table includes the tags applied to requests opened in this reporting period.

Tag Name	Times Used
----------	------------

Key Assumptions

Requests Overdue

For requests that were closed prior to October 28, 2018 requests are counted as overdue only if they were overdue at the time the request was closed.

Response and Fulfillment Speed

Response time is tracked using the first external message sent through the NextRequest portal. This metric assumes that the message sent includes either a "request for clarification" or a time estimate.

Fulfillment time is calculated based on the time from when the request was created to the first date the request was closed (if there are multiple closed dates, only the first one is used).

Median days to close and average days to close are calculated based on the number of requests that have a closed date within the reporting period.

Staff Time

Staff time only accounts for time logged in NextRequest. This metric assumes that staff members regularly log all staff time in the portal and that the hourly rates are accurate and up-to-date.

Staff Cost

Staff cost only accounts for costs logged in NextRequest. This metric assumes that staff members regularly log costs in the portal.

Message Templates Report

The message templates report tracks message template usage from February 25, 2018 onwards.