



AGENDA
CITY COUNCIL REGULAR MEETING
COUNCIL CHAMBERS
JANUARY 15, 2026
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 December 2025. (Staff Resource: M. Freelen)

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

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

F. PUBLIC FORUM, PRESENTATION, AND RECOGNITION:

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

1. Presentation and update from A.J. Arjanen, General Manager of Cle-Trans, regarding service changes and rebranding efforts.
2. Employee Recognition: Presentation of Awards and Certificates by the City Manager.

G. CONSENT AGENDA

1. Consider approval of the December 18, 2025, meeting minutes.

- [2.](#) Consider a resolution approving the City of Joshua Investment Report for the Quarter Ending December 31, 2025. (Staff Resource: M. Freelen)
- [3.](#) Approval of an MOU between the City of Joshua and the Texas Division of Emergency Management for mutual aid assistance for disaster recovery.
- [4.](#) Discuss, consider, and possible action on the execution of a municipal lease agreement for the Public Works backhoe and asphalt distributor truck. (Staff Resource: M. Freelen)

H. REGULAR AGENDA

- [1.](#) Final Public Hearing to encourage citizen participation, discuss, and answer any questions regarding TXCDBG Contract # CDV23-0132 (Thomas Street Project).
- [2.](#) Discuss, consider, and possible action on an Ordinance ordering a General Election to be held on May 2, 2026, for City Council Place 2 and Place 5, each for a three-year term. (Staff Resource: A. Holloway)
- [3.](#) Discuss, consider, and possible action on an Ordinance amending the FY 2026 budget. (Staff Resource: M. Freelen)
- [4.](#) Public hearing on a request for a zoning change regarding approximately 2.0 acres of land in the W.W. Byers Survey, Tract 38PT, Abstract Number 29, City of Joshua, Texas, located at 724 County Road 909, to change from (R-1) Single Family Residential District to the (R-1L) Single Family Residential Large Lot District. (Staff Resource: A. Maldonado)
- [5.](#) Discuss, consider, and possible action on an Ordinance for a zoning change regarding approximately 2.0 acres of land in the W.W. Byers Survey, Tract 38PT, Abstract Number 29, City of Joshua, Texas, located at 724 County Road 909, to change from (R-1) Single Family Residential District to the (R-1L) Single Family Residential Large Lot District. (Staff Resource: A. Maldonado)
- [6.](#) Public hearing on a request for a conditional use permit regarding approximately 1.0 acres of land in the D. Lofton Survey, Tract 1B, Abstract 504, City of Joshua, Texas, located at 202 Trailwood Drive, to allow for the construction of an accessory dwelling. (Staff Resource: A. Maldonado)
- [7.](#) Discuss, consider, and possible action on approving an Ordinance for a conditional use permit regarding approximately 1.0 acres of land in the D. Lofton Survey, Tract 1B, Abstract 504, City of Joshua, Texas, located at 202 Trailwood Dr. to allow for the construction of an accessory dwelling. (Staff Resource: A. Maldonado)
- [8.](#) Discuss, consider, and possible action on the approval of an additional \$17,669.72 to the previously approved grant funding for the purchase of twelve (12) Motorola APX N70 portable radios. (Staff Resource: S. Fullagar)
- [9.](#) Discuss, consider, and possible action on board appointments. (Staff Resource: A. Holloway)

I. STAFF REPORT

- [1.](#) Police Department
- [2.](#) Animal Services
- [3.](#) Municipal Court
- [4.](#) Public Works
- [5.](#) Code Enforcement

- [6.](#) Parks Department
- [7.](#) Development Services
- [8.](#) Economic Development
- [9.](#) City Secretary's Office

J. EXECUTIVE SESSION

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

1. Pursuant to the Texas Government Code Section 551.072 of the Texas Government Code: to discuss or deliberate the purchase, exchange, lease, or value of real property.
2. Pursuant to the Texas Government Code Section 551.076 and Section 551.089: to discuss or deliberate regarding certain Security Devices or Security Audits.

K. RECONVENE INTO REGULAR SESSION

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

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

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

M. ADJOURN

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 January 08, 2026, by 5:00 pm on the official bulletin board at Joshua City Hall, 101 S. Main, Joshua, Texas.

Alice Holloway
City Secretary



**City Council Agenda
January 15, 2026**

Work Session Item

Agenda Description:

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

Background Information:

Financial Information:

City Contact and Recommendations:

Marcie Freelen, Finance Director

Attachments:

1. Budget Report for December 2025



City of Joshua, TX

Budget Report Account Summary

Item 1.

For Fiscal: 2025-2026 Period Ending: 12/31/2025

		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	3,861,467.00	3,861,467.00	460,205.74	756,393.21	-3,105,073.79	19.59 %
100-80-400100	GF Property Tax Penalty	15,000.00	15,000.00	112.30	1,523.75	-13,476.25	10.16 %
100-80-400200	GF Property Tax Interest	10,000.00	10,000.00	215.85	2,129.84	-7,870.16	21.30 %
Dept: 80 - Property taxes Total:		3,886,467.00	3,886,467.00	460,533.89	760,046.80	-3,126,420.20	19.56%
Dept: 81 - Sales taxes							
100-81-401000	City Sales Taxes	1,400,000.00	1,400,000.00	128,885.27	431,224.10	-968,775.90	30.80 %
Dept: 81 - Sales taxes Total:		1,400,000.00	1,400,000.00	128,885.27	431,224.10	-968,775.90	30.80%
Dept: 83 - Franchise taxes							
100-83-403000	Franchise Taxes	395,000.00	395,000.00	11,528.57	11,528.57	-383,471.43	2.92 %
Dept: 83 - Franchise taxes Total:		395,000.00	395,000.00	11,528.57	11,528.57	-383,471.43	2.92%
Dept: 84 - Mixed beverage taxes							
100-84-404000	Mixed Beverage Tax	20,000.00	20,000.00	1,718.27	5,071.44	-14,928.56	25.36 %
Dept: 84 - Mixed beverage taxes Total:		20,000.00	20,000.00	1,718.27	5,071.44	-14,928.56	25.36%
Dept: 86 - Fines and fees							
100-86-410000	Permits & Fees	200,000.00	200,000.00	18,781.11	50,473.52	-149,526.48	25.24 %
100-86-410100	Fines & Court Fees	170,000.00	170,000.00	5,688.58	25,276.36	-144,723.64	14.87 %
100-86-410500	Gas Well Fees	28,000.00	28,000.00	0.00	0.00	-28,000.00	0.00 %
100-86-410600	Development Fees	3,000.00	3,000.00	990.00	2,300.00	-700.00	76.67 %
100-86-410820	Pet Adoption Fees	20,145.00	20,145.00	1,590.00	6,375.00	-13,770.00	31.65 %
100-86-410850	Local Truancy and Prevention Divers..	7,500.00	7,500.00	279.86	1,135.62	-6,364.38	15.14 %
100-86-410860	Municipal Jury Fund	300.00	300.00	4.60	19.73	-280.27	6.58 %
100-86-410870	Time Payment Reimbursement Fee	2,500.00	2,500.00	54.31	411.32	-2,088.68	16.45 %
Dept: 86 - Fines and fees Total:		431,445.00	431,445.00	27,388.46	85,991.55	-345,453.45	19.93%
Dept: 87 - Grants and contributions							
100-87-420400	Police Department Grants	20,000.00	20,000.00	0.00	0.00	-20,000.00	0.00 %
100-87-420700	ARPA Funds	20,000.00	20,000.00	0.00	0.00	-20,000.00	0.00 %
100-87-420800	LEOSE/Continuing Education	1,500.00	1,500.00	0.00	0.00	-1,500.00	0.00 %
Dept: 87 - Grants and contributions Total:		41,500.00	41,500.00	0.00	0.00	-41,500.00	0.00%
Dept: 88 - Investment earnings							
100-88-460000	Interest Income	60,000.00	60,000.00	9,876.72	31,689.67	-28,310.33	52.82 %
Dept: 88 - Investment earnings Total:		60,000.00	60,000.00	9,876.72	31,689.67	-28,310.33	52.82%
Dept: 89 - Miscellaneous							
100-89-490100	Miscellaneous Revenue	37,520.00	37,520.00	1,087.22	6,943.74	-30,576.26	18.51 %
Dept: 89 - Miscellaneous Total:		37,520.00	37,520.00	1,087.22	6,943.74	-30,576.26	18.51%
Revenue Total:		6,271,932.00	6,271,932.00	641,018.40	1,332,495.87	-4,939,436.13	21.25%
Fund: 100 - General Total:		6,271,932.00	6,271,932.00	641,018.40	1,332,495.87	-4,939,436.13	21.25%
Report Total:		6,271,932.00	6,271,932.00	641,018.40	1,332,495.87	-4,939,436.13	21.25%



City of Joshua, TX

Budget Report Account Summary

For Fiscal: 2025-2026 Period Ending: 12/31/2025

Item 1.

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 100 - General							
Expense							
Dept: 01 - Community Services							
100-01-500404	Contract Services	0.00	0.00	0.00	2,000.00	-2,000.00	0.00 %
Dept: 01 - Community Services Total:		0.00	0.00	0.00	2,000.00	-2,000.00	0.00%
Dept: 10 - Non-departmental							
100-10-500150	Training & Travel	0.00	0.00	0.00	410.30	-410.30	0.00 %
100-10-500160	Dues & Subscriptions	3,002.00	3,002.00	175.00	2,528.00	474.00	84.21 %
100-10-500401	Legal Services	45,000.00	45,000.00	3,365.50	6,106.00	38,894.00	13.57 %
100-10-500402	IT Services	71,928.00	71,928.00	6,000.00	24,000.00	47,928.00	33.37 %
100-10-500420	Central Appraisal District	60,280.00	60,280.00	15,821.26	15,821.26	44,458.74	26.25 %
100-10-500421	County Assessor - Collector	5,992.00	5,992.00	0.00	0.00	5,992.00	0.00 %
100-10-500550	Debt Service & Reports	3,450.00	3,450.00	0.00	0.00	3,450.00	0.00 %
100-10-500800	Events	19,500.00	19,500.00	0.00	0.00	19,500.00	0.00 %
100-10-500801	Christmas Tree & Decor	13,700.00	13,700.00	10,700.96	10,700.96	2,999.04	78.11 %
100-10-500840	380 Agreement Expenses	49,237.96	49,237.96	1,491.42	4,767.98	44,469.98	9.68 %
100-10-500900	Library Operating Expense	21,300.00	21,300.00	1,775.00	5,325.00	15,975.00	25.00 %
100-10-500902	Cle-Tran	7,143.00	7,143.00	0.00	0.00	7,143.00	0.00 %
100-10-500940	Liability Insurance	61,453.00	61,453.00	0.00	11,343.25	50,109.75	18.46 %
100-10-500941	Property Insurance	68,868.00	68,868.00	0.00	27,581.00	41,287.00	40.05 %
100-10-500943	Technology Replacements	31,308.17	31,308.17	0.00	29,651.40	1,656.77	94.71 %
100-10-560000	Capital Outlay	20,529.00	20,529.00	2,030.00	2,610.00	17,919.00	12.71 %
100-10-597150	Transfer To Donation	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
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:		552,691.13	552,691.13	41,359.14	140,845.15	411,845.98	25.48%
Dept: 11 - City Manager							
100-11-500110	Salaries	341,781.00	341,781.00	25,944.74	71,703.96	270,077.04	20.98 %
100-11-500112	Worker's Comp	643.00	643.00	0.00	185.75	457.25	28.89 %
100-11-500117	Longevity Pay	1,984.00	1,984.00	0.00	1,944.00	40.00	97.98 %
100-11-500120	Payroll Taxes	5,306.00	5,306.00	393.69	1,156.16	4,149.84	21.79 %
100-11-500130	Benefits	32,569.00	32,569.00	2,202.13	5,510.19	27,058.81	16.92 %
100-11-500140	TMRS	36,938.00	36,938.00	1,732.36	4,918.94	32,019.06	13.32 %
100-11-500150	Training & Travel	5,950.80	5,950.80	0.00	265.00	5,685.80	4.45 %
100-11-500160	Dues & Subscriptions	1,703.00	1,703.00	70.99	825.86	877.14	48.49 %
100-11-500161	Surety Bonds	260.00	260.00	0.00	0.00	260.00	0.00 %
100-11-500213	Uniforms	300.00	300.00	0.00	147.00	153.00	49.00 %
100-11-500220	Office Supplies	3,999.92	3,999.92	401.34	710.94	3,288.98	17.77 %
100-11-500221	Printing	1,437.90	1,437.90	0.00	0.00	1,437.90	0.00 %
100-11-500222	Postage	500.00	500.00	0.00	0.00	500.00	0.00 %
100-11-500250	Office Equipment & Furniture	500.00	500.00	0.00	0.00	500.00	0.00 %
100-11-500310	Fuel, Oil & Service	1,599.96	1,599.96	198.71	312.91	1,287.05	19.56 %
100-11-500311	Vehicle R & M	842.04	842.04	70.17	210.51	631.53	25.00 %
100-11-500330	Building R & M	71,440.00	71,440.00	1,590.70	5,418.88	66,021.12	7.59 %
100-11-500350	Office Equipment R & M	3,387.88	3,387.88	198.99	619.47	2,768.41	18.28 %
100-11-500404	Contract Services	4,527.24	4,527.24	383.26	1,131.81	3,395.43	25.00 %
100-11-500410	Software Maintenance	9,309.32	9,309.32	217.62	725.54	8,583.78	7.79 %
100-11-500605	Lease Payments	14,658.84	14,658.84	1,221.57	3,664.71	10,994.13	25.00 %
100-11-500710	Utilities	19,199.40	19,199.40	1,302.35	2,578.82	16,620.58	13.43 %
100-11-500750	Mobile Technology	1,394.40	1,394.40	153.44	406.85	987.55	29.18 %
100-11-500909	Miscellaneous	160.00	160.00	0.00	99.99	60.01	62.49 %
Dept: 11 - City Manager Total:		560,391.70	560,391.70	36,082.06	102,537.29	457,854.41	18.30%

Budget Report

For Fiscal: 2025-2026 Period Ending: Item 1. 5

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Dept: 12 - City Secretary							
100-12-500110	Salaries	138,110.00	138,110.00	13,852.19	33,347.64	104,762.36	24.15 %
100-12-500111	Overtime	0.00	0.00	604.84	920.23	-920.23	0.00 %
100-12-500112	Worker's Comp	323.00	323.00	0.00	89.00	234.00	27.55 %
100-12-500117	Longevity Pay	560.00	560.00	0.00	560.00	0.00	100.00 %
100-12-500120	Payroll Taxes	2,167.00	2,167.00	186.59	479.02	1,687.98	22.11 %
100-12-500130	Benefits	10,436.00	10,436.00	988.24	2,572.58	7,863.42	24.65 %
100-12-500140	TMRS	14,900.00	14,900.00	752.56	2,052.73	12,847.27	13.78 %
100-12-500150	Training & Travel	10,800.00	10,800.00	62.50	927.09	9,872.91	8.58 %
100-12-500160	Dues & Subscriptions	586.00	586.00	0.00	51.75	534.25	8.83 %
100-12-500161	Surety Bonds	130.00	130.00	0.00	0.00	130.00	0.00 %
100-12-500213	Uniforms	1,117.95	1,117.95	0.00	0.00	1,117.95	0.00 %
100-12-500218	Events & Awards	5,280.00	5,280.00	27.89	539.69	4,740.31	10.22 %
100-12-500220	Office Supplies	1,150.00	1,150.00	110.70	222.69	927.31	19.36 %
100-12-500222	Postage	500.00	500.00	26.85	26.85	473.15	5.37 %
100-12-500240	Election Expenses	5,600.00	5,600.00	203.21	2,537.98	3,062.02	45.32 %
100-12-500250	Office Equipment & Furniture	1,300.00	1,300.00	0.00	435.85	864.15	33.53 %
100-12-500403	Ordinance Codification	21,400.00	21,400.00	0.00	1,068.00	20,332.00	4.99 %
100-12-500404	Contract Services	2,008.96	2,008.96	67.83	203.49	1,805.47	10.13 %
100-12-500410	Software Maintenance	26,537.55	26,537.55	148.63	17,750.25	8,787.30	66.89 %
100-12-500750	Mobile Technology	504.00	504.00	37.22	77.44	426.56	15.37 %
100-12-500800	Events	4,500.00	4,500.00	567.74	567.74	3,932.26	12.62 %
100-12-500909	Miscellaneous	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
100-12-500931	Publishing & Filing Fees	9,200.00	9,200.00	167.50	847.50	8,352.50	9.21 %
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:		259,110.46	259,110.46	17,804.49	65,277.52	193,832.94	25.19%
Dept: 13 - Human Resources							
100-13-500110	Salaries	113,192.00	113,192.00	9,076.32	25,189.49	88,002.51	22.25 %
100-13-500112	Worker's Comp	212.00	212.00	0.00	61.25	150.75	28.89 %
100-13-500117	Longevity Pay	288.00	288.00	0.00	288.00	0.00	100.00 %
100-13-500120	Payroll Taxes	1,762.00	1,762.00	124.80	353.40	1,408.60	20.06 %
100-13-500130	Benefits	10,571.00	10,571.00	792.86	2,378.58	8,192.42	22.50 %
100-13-500140	TMRS	12,193.00	12,193.00	579.18	1,625.78	10,567.22	13.33 %
100-13-500150	Training & Travel	2,255.50	2,255.50	0.00	0.00	2,255.50	0.00 %
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	639.00	639.00	0.00	0.00	639.00	0.00 %
100-13-500161	Surety Bonds	130.00	130.00	0.00	0.00	130.00	0.00 %
100-13-500190	Employee Morale	1,420.00	1,420.00	0.00	0.00	1,420.00	0.00 %
100-13-500212	Reference Materials	790.52	790.52	0.00	0.00	790.52	0.00 %
100-13-500213	Uniforms	150.00	150.00	0.00	0.00	150.00	0.00 %
100-13-500220	Office Supplies	672.80	672.80	0.00	0.00	672.80	0.00 %
100-13-500222	Postage	100.00	100.00	2.96	35.27	64.73	35.27 %
100-13-500250	Office Equipment & Furniture	2,077.91	2,077.91	0.00	0.00	2,077.91	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	30,763.20	30,763.20	2,589.10	8,181.41	22,581.79	26.59 %
100-13-500410	Software Maintenance	13,088.08	13,088.08	49.32	149.30	12,938.78	1.14 %
100-13-500750	Mobile Technology	600.00	600.00	0.00	0.00	600.00	0.00 %
100-13-500909	Miscellaneous	931.00	931.00	0.00	0.00	931.00	0.00 %
100-13-500930	Advertising	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
Dept: 13 - Human Resources Total:		205,336.01	205,336.01	13,214.54	38,262.48	167,073.53	18.63%
Dept: 14 - Finance							
100-14-500110	Salaries	190,833.00	190,833.00	15,418.56	42,567.31	148,265.69	22.31 %
100-14-500111	Overtime	1,000.00	1,000.00	9.99	9.99	990.01	1.00 %
100-14-500112	Worker's Comp	360.00	360.00	0.00	104.00	256.00	28.89 %
100-14-500117	Longevity Pay	1,672.00	1,672.00	0.00	1,672.00	0.00	100.00 %
100-14-500120	Payroll Taxes	3,040.00	3,040.00	178.77	545.02	2,494.98	17.93 %
100-14-500130	Benefits	32,208.00	32,208.00	2,332.55	6,996.21	25,211.79	21.72 %
100-14-500140	TMRS	20,792.00	20,792.00	984.64	2,823.95	17,968.05	13.58 %

Budget Report

For Fiscal: 2025-2026 Period Ending

Item 1.

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		Original	Current	Period	Fiscal	Variance	Percent
		Total Budget	Total Budget	Activity	Activity	Favorable (Unfavorable)	Used
100-14-500150	Training & Travel	300.00	300.00	0.00	0.00	300.00	0.00 %
100-14-500160	Dues & Subscriptions	250.00	250.00	0.00	0.00	250.00	0.00 %
100-14-500161	Surety Bonds	260.00	260.00	0.00	0.00	260.00	0.00 %
100-14-500213	Uniforms	300.00	300.00	0.00	0.00	300.00	0.00 %
100-14-500220	Office Supplies	1,031.09	1,031.09	0.00	118.79	912.30	11.52 %
100-14-500221	Printing	2,586.00	2,586.00	0.00	-18.70	2,604.70	-0.72 %
100-14-500222	Postage	1,000.00	1,000.00	117.71	117.71	882.29	11.77 %
100-14-500250	Office Equipment & Furniture	1,050.00	1,050.00	0.00	0.00	1,050.00	0.00 %
100-14-500404	Contract Services	1,524.36	1,524.36	127.03	381.09	1,143.27	25.00 %
100-14-500405	Accounting & Audit	40,000.00	40,000.00	21,125.00	21,125.00	18,875.00	52.81 %
100-14-500410	Software Maintenance	30,019.56	30,019.56	118.62	670.21	29,349.35	2.23 %
100-14-500909	Miscellaneous	2,500.00	2,500.00	142.50	373.50	2,126.50	14.94 %
Dept: 14 - Finance Total:		330,726.01	330,726.01	40,555.37	77,486.08	253,239.93	23.43%
Dept: 15 - Municipal Court							
100-15-500110	Salaries	63,087.00	63,087.00	5,272.44	14,107.99	48,979.01	22.36 %
100-15-500111	Overtime	600.00	600.00	11.40	182.41	417.59	30.40 %
100-15-500112	Worker's Comp	121.00	121.00	0.00	34.75	86.25	28.72 %
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	1,061.00	1,061.00	75.45	225.33	835.67	21.24 %
100-15-500130	Benefits	10,099.00	10,099.00	762.27	2,285.17	7,813.83	22.63 %
100-15-500140	TMRS	6,998.00	6,998.00	337.11	1,003.59	5,994.41	14.34 %
100-15-500150	Training & Travel	1,884.00	1,884.00	0.00	0.00	1,884.00	0.00 %
100-15-500161	Surety Bonds	130.00	130.00	0.00	0.00	130.00	0.00 %
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	23.99	176.01	12.00 %
100-15-500221	Printing	2,933.00	2,933.00	0.00	0.00	2,933.00	0.00 %
100-15-500222	Postage	1,000.00	1,000.00	79.60	79.60	920.40	7.96 %
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	500.00	5,500.00	8.33 %
100-15-500404	Contract Services	24,917.28	24,917.28	2,076.44	2,229.32	22,687.96	8.95 %
100-15-500410	Software Maintenance	303.96	303.96	25.33	101.32	202.64	33.33 %
100-15-500411	Warrant Entry Fees	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
100-15-500414	Credit Card Processing	11,175.00	11,175.00	0.00	0.00	11,175.00	0.00 %
100-15-500910	Warrant Entry Fees	1,400.00	1,400.00	0.00	69.94	1,330.06	5.00 %
Dept: 15 - Municipal Court Total:		135,999.24	135,999.24	9,140.04	22,283.41	113,715.83	16.38%
Dept: 21 - Development Services							
100-21-500110	Salaries	175,166.00	175,166.00	8,448.65	31,026.04	144,139.96	17.71 %
100-21-500111	Overtime	750.00	750.00	54.58	153.16	596.84	20.42 %
100-21-500112	Worker's Comp	588.00	588.00	0.00	247.00	341.00	42.01 %
100-21-500117	Longevity Pay	792.00	792.00	0.00	792.00	0.00	100.00 %
100-21-500120	Payroll Taxes	2,913.00	2,913.00	115.24	438.08	2,474.92	15.04 %
100-21-500130	Benefits	28,872.00	28,872.00	1,542.98	4,793.76	24,078.24	16.60 %
100-21-500140	TMRS	18,987.00	18,987.00	543.89	2,043.73	16,943.27	10.76 %
100-21-500150	Training & Travel	5,710.00	5,710.00	0.00	2,651.73	3,058.27	46.44 %
100-21-500160	Dues & Subscriptions	712.00	712.00	0.00	61.61	650.39	8.65 %
100-21-500161	Surety Bonds	130.00	130.00	0.00	0.00	130.00	0.00 %
100-21-500213	Uniforms	570.00	570.00	0.00	0.00	570.00	0.00 %
100-21-500220	Office Supplies	1,500.00	1,500.00	289.92	298.71	1,201.29	19.91 %
100-21-500221	Printing	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
100-21-500222	Postage	1,000.00	1,000.00	243.24	243.24	756.76	24.32 %
100-21-500250	Office Equipment & Furniture	250.00	250.00	0.00	0.00	250.00	0.00 %
100-21-500310	Fuel, Oil & Service	1,000.00	1,000.00	156.91	228.78	771.22	22.88 %
100-21-500311	Vehicle R & M	2,241.90	2,241.90	1,378.85	1,670.63	571.27	74.52 %
100-21-500403	Permits Software	9,106.83	9,106.83	0.00	7,887.43	1,219.40	86.61 %
100-21-500404	Contract Services	7,861.04	7,861.04	2,078.40	2,243.26	5,617.78	28.54 %
100-21-500406	Nuisance Abatement	6,000.00	6,000.00	300.00	1,080.00	4,920.00	18.00 %
100-21-500410	Software Maintenance	2,543.76	2,543.76	135.95	423.88	2,119.88	16.66 %
100-21-500414	Credit Card Processing	5,500.00	5,500.00	0.00	0.00	5,500.00	0.00 %

Budget Report

For Fiscal: 2025-2026 Period Ending: Item 1. 5

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
100-21-500605	Lease Payments	16,322.70	16,322.70	2,264.10	4,827.78	11,494.92	29.58 %
100-21-500710	Utilities	761.04	761.04	63.39	126.78	634.26	16.66 %
100-21-500750	Mobile Technology	938.64	938.64	75.21	153.42	785.22	16.34 %
100-21-500932	Engineering Services	20,000.00	20,000.00	278.00	278.00	19,722.00	1.39 %
100-21-500934	Gas Well Inspection Services	24,000.00	24,000.00	0.00	0.00	24,000.00	0.00 %
Dept: 21 - Development Services Total:		335,215.91	335,215.91	17,969.31	61,669.02	273,546.89	18.40 %
Dept: 31 - Police							
100-31-500110	Salaries	1,451,685.00	1,451,685.00	104,087.18	286,560.74	1,165,124.26	19.74 %
100-31-500111	Overtime	34,408.14	34,408.14	1,601.90	6,348.60	28,059.54	18.45 %
100-31-500112	Worker's Comp	30,726.00	30,726.00	0.00	6,994.50	23,731.50	22.76 %
100-31-500117	Longevity Pay	8,376.00	8,376.00	0.00	8,304.00	72.00	99.14 %
100-31-500120	Payroll Taxes	23,793.00	23,793.00	1,475.67	4,250.19	19,542.81	17.86 %
100-31-500130	Benefits	231,078.00	231,078.00	15,765.46	46,504.08	184,573.92	20.12 %
100-31-500140	TMRS	159,838.00	159,838.00	6,744.69	19,222.33	140,615.67	12.03 %
100-31-500150	Training & Travel	6,600.06	6,600.06	-600.00	0.00	6,600.06	0.00 %
100-31-500152	LEOSE Training	28,649.00	28,649.00	26.98	3,826.52	24,822.48	13.36 %
100-31-500160	Dues & Memberships	1,816.86	1,816.86	0.00	0.00	1,816.86	0.00 %
100-31-500161	Surety Bonds	130.00	130.00	0.00	0.00	130.00	0.00 %
100-31-500179	Citizens Police Academy	999.58	999.58	333.09	344.07	655.51	34.42 %
100-31-500213	Uniforms	5,667.18	5,667.18	2,491.19	4,981.09	686.09	87.89 %
100-31-500215	Law Enforcement Supplies	6,667.80	6,667.80	546.30	1,252.17	5,415.63	18.78 %
100-31-500217	Investigations	4,296.28	4,296.28	1,010.00	1,985.00	2,311.28	46.20 %
100-31-500218	Awards	520.00	520.00	0.00	0.00	520.00	0.00 %
100-31-500219	Public Relations	1,071.11	1,071.11	104.19	188.61	882.50	17.61 %
100-31-500220	Office Supplies	3,965.41	3,965.41	39.57	574.90	3,390.51	14.50 %
100-31-500222	Postage	582.64	582.64	40.70	64.20	518.44	11.02 %
100-31-500250	Office Equipment & Furniture	492.00	492.00	338.38	400.82	91.18	81.47 %
100-31-500260	Vests & Safety Equipment	9,071.95	9,071.95	0.00	0.00	9,071.95	0.00 %
100-31-500262	Equipment	17,240.00	17,240.00	0.00	0.00	17,240.00	0.00 %
100-31-500310	Fuel, Oil & Service	29,992.91	29,992.91	3,631.61	5,680.23	24,312.68	18.94 %
100-31-500311	Vehicle R & M	12,519.20	12,519.20	518.96	16,065.10	-3,545.90	128.32 %
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	7,927.04	7,927.04	502.75	2,814.34	5,112.70	35.50 %
100-31-500404	Contract Services	93,931.30	93,931.30	661.31	67,341.40	26,589.90	71.69 %
100-31-500408	Reporting System	48,789.51	48,789.51	0.00	0.00	48,789.51	0.00 %
100-31-500410	Software Maintenance	4,280.88	4,280.88	370.24	1,391.02	2,889.86	32.49 %
100-31-500605	Lease Payments	103,925.16	103,925.16	8,646.64	25,990.54	77,934.62	25.01 %
100-31-500710	Utilities	13,000.20	13,000.20	905.54	1,841.88	11,158.32	14.17 %
100-31-500750	Mobile Technology	4,411.44	4,411.44	381.61	772.22	3,639.22	17.50 %
Dept: 31 - Police Total:		2,347,951.65	2,347,951.65	149,623.96	513,698.55	1,834,253.10	21.88 %
Dept: 32 - Animal Services							
100-32-500110	Salaries	167,165.00	167,165.00	12,774.92	34,291.51	132,873.49	20.51 %
100-32-500111	Overtime	2,400.00	2,400.00	90.88	670.47	1,729.53	27.94 %
100-32-500112	Worker's Comp	4,884.00	4,884.00	0.00	1,103.25	3,780.75	22.59 %
100-32-500117	Longevity Pay	712.00	712.00	0.00	600.00	112.00	84.27 %
100-32-500120	Payroll Taxes	2,937.00	2,937.00	186.09	514.62	2,422.38	17.52 %
100-32-500130	Benefits	24,823.00	24,823.00	1,545.62	4,633.02	20,189.98	18.66 %
100-32-500140	TMRS	18,296.00	18,296.00	821.43	2,270.55	16,025.45	12.41 %
100-32-500150	Training & Travel	2,800.00	2,800.00	127.50	583.90	2,216.10	20.85 %
100-32-500160	Dues & Subscriptions	200.00	200.00	0.00	0.00	200.00	0.00 %
100-32-500161	Surety Bonds	520.00	520.00	0.00	0.00	520.00	0.00 %
100-32-500213	Uniforms	1,394.00	1,394.00	0.00	63.82	1,330.18	4.58 %
100-32-500220	Office Supplies	500.00	500.00	165.62	165.62	334.38	33.12 %
100-32-500222	Postage	1,200.00	1,200.00	55.64	55.64	1,144.36	4.64 %
100-32-500250	Office Equip & Furniture	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
100-32-500262	Miscellaneous Shelter Equipment	5,724.87	5,724.87	551.08	1,152.01	4,572.86	20.12 %
100-32-500280	Micro Chips	4,140.00	4,140.00	-453.75	-453.75	4,593.75	-10.96 %
100-32-500282	Medical Supplies	10,093.67	10,093.67	229.06	1,560.28	8,533.39	15.46 %

Budget Report

For Fiscal: 2025-2026 Period Ending: Item 1. 5

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
100-32-500283	Staff Immunizations	2,988.00	2,988.00	0.00	0.00	2,988.00	0.00 %
100-32-500284	Rabies Vouchers	1,000.00	1,000.00	50.00	140.00	860.00	14.00 %
100-32-500298	Animal Food	6,773.65	6,773.65	633.85	1,170.49	5,603.16	17.28 %
100-32-500310	Fuel, Oil & Service	5,161.82	5,161.82	313.65	488.91	4,672.91	9.47 %
100-32-500311	Vehicle R & M	2,600.54	2,600.54	4,059.39	4,459.43	-1,858.89	171.48 %
100-32-500330	Building R & M	5,972.10	5,972.10	8.99	108.93	5,863.17	1.82 %
100-32-500404	Contract Services	17,067.76	17,067.76	598.34	1,809.08	15,258.68	10.60 %
100-32-500408	Professional Services	4,000.00	4,000.00	465.00	465.00	3,535.00	11.63 %
100-32-500410	Software Maintenance	3,739.72	3,739.72	101.32	405.28	3,334.44	10.84 %
100-32-500414	Credit Card Processing	1,000.00	1,000.00	57.96	245.22	754.78	24.52 %
100-32-500605	Lease Payments	18,993.72	18,993.72	2,254.84	4,544.46	14,449.26	23.93 %
100-32-500710	Utilities	13,674.48	13,674.48	1,338.33	2,428.99	11,245.49	17.76 %
100-32-500750	Mobile Technology	2,815.56	2,815.56	225.63	457.25	2,358.31	16.24 %
100-32-500800	Events	685.00	685.00	15.50	66.06	618.94	9.64 %
Dept: 32 - Animal Services Total:		335,261.89	335,261.89	26,216.89	64,000.04	271,261.85	19.09 %
Dept: 33 - Fire							
100-33-500262	Equipment	0.00	0.00	0.00	245.00	-245.00	0.00 %
100-33-500311	Vehicle R & M	0.00	0.00	22.00	22.00	-22.00	0.00 %
100-33-500330	Building R & M	27,825.00	27,825.00	706.88	6,421.33	21,403.67	23.08 %
100-33-500404	Contract Services	9,529.00	9,529.00	2,121.76	4,178.76	5,350.24	43.85 %
100-33-500410	Software Maintenance	0.00	0.00	50.66	1,000.61	-1,000.61	0.00 %
100-33-500710	Utilities	35,944.56	35,944.56	3,363.41	6,093.91	29,850.65	16.95 %
100-33-500750	Mobile Technology	0.00	0.00	37.22	77.44	-77.44	0.00 %
100-33-500908	Emergency Management	26,975.20	26,975.20	186.07	11,830.18	15,145.02	43.86 %
Dept: 33 - Fire Total:		100,273.76	100,273.76	6,488.00	29,869.23	70,404.53	29.79 %
Dept: 34 - Fire Marshal							
100-34-500110	Salaries	75,384.00	75,384.00	0.00	0.00	75,384.00	0.00 %
100-34-500112	Worker's Comp	299.00	299.00	0.00	0.00	299.00	0.00 %
100-34-500117	Longevity Pay	40.00	40.00	0.00	0.00	40.00	0.00 %
100-34-500120	Payroll Taxes	1,211.00	1,211.00	0.00	0.00	1,211.00	0.00 %
100-34-500130	Benefits	14,573.00	14,573.00	0.00	0.00	14,573.00	0.00 %
100-34-500140	TMRS	8,104.00	8,104.00	0.00	0.00	8,104.00	0.00 %
100-34-500310	Fuel, Oil & Service	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
100-34-500605	Lease Payments	5,538.00	5,538.00	0.00	0.00	5,538.00	0.00 %
Dept: 34 - Fire Marshal Total:		106,649.00	106,649.00	0.00	0.00	106,649.00	0.00 %
Dept: 41 - Public Works							
100-41-500110	Salaries	326,792.00	326,792.00	24,196.29	65,642.39	261,149.61	20.09 %
100-41-500111	Overtime	10,000.00	10,000.00	95.29	3,615.35	6,384.65	36.15 %
100-41-500112	Worker's Comp	9,800.00	9,800.00	0.00	2,333.00	7,467.00	23.81 %
100-41-500117	Longevity Pay	2,840.00	2,840.00	0.00	2,688.00	152.00	94.65 %
100-41-500120	Payroll Taxes	5,627.00	5,627.00	370.26	1,068.22	4,558.78	18.98 %
100-41-500130	Benefits	69,638.00	69,638.00	3,401.20	10,850.24	58,787.76	15.58 %
100-41-500140	TMRS	36,493.00	36,493.00	1,549.83	4,590.25	31,902.75	12.58 %
100-41-500150	Training & Travel	6,030.00	6,030.00	0.00	1,400.00	4,630.00	23.22 %
100-41-500161	Surety Bonds	130.00	130.00	0.00	0.00	130.00	0.00 %
100-41-500213	Uniforms	8,234.75	8,234.75	1,310.36	2,716.59	5,518.16	32.99 %
100-41-500220	Office Supplies	300.00	300.00	0.00	191.34	108.66	63.78 %
100-41-500261	Equipment Rental	9,179.20	9,179.20	137.55	4,019.54	5,159.66	43.79 %
100-41-500270	Street Supplies & Materials	175,207.67	175,207.67	35,430.73	59,215.08	115,992.59	33.80 %
100-41-500310	Fuel, Oil & Service	30,500.00	30,500.00	2,958.11	5,466.76	25,033.24	17.92 %
100-41-500311	Vehicle R & M	9,929.77	9,929.77	5,344.05	12,048.14	-2,118.37	121.33 %
100-41-500320	Equipment R & M	23,482.00	23,482.00	1,016.92	8,379.07	15,102.93	35.68 %
100-41-500330	Building R & M	6,588.76	6,588.76	694.89	1,236.83	5,351.93	18.77 %
100-41-500331	Sign R & M	12,577.66	12,577.66	1,927.05	2,297.80	10,279.86	18.27 %
100-41-500332	Minor Tools	1,000.00	1,000.00	0.00	479.99	520.01	48.00 %
100-41-500404	Contract Services	37,632.40	37,632.40	2,160.43	13,312.62	24,319.78	35.38 %
100-41-500410	Software Maintenance	1,559.52	1,559.52	130.63	462.56	1,096.96	29.66 %

Budget Report

For Fiscal: 2025-2026 Period Ending: Item 1. 5

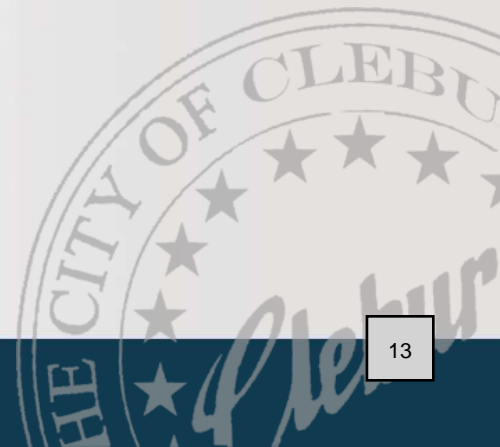
		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
100-41-500605	Lease Payments	24,000.00	24,000.00	4,126.01	11,043.37	12,956.63	46.01 %
100-41-500670	Drainage Utility	12,900.00	12,900.00	0.00	4,179.85	8,720.15	32.40 %
100-41-500710	Utilities	4,000.00	4,000.00	253.58	518.66	3,481.34	12.97 %
100-41-500711	Street Lights	62,700.00	62,700.00	5,161.48	10,393.59	52,306.41	16.58 %
100-41-500903	Clean-Up And Recycling	5,000.00	5,000.00	75.88	280.70	4,719.30	5.61 %
100-41-555602	Interest Expense	23,960.00	23,960.00	0.00	0.00	23,960.00	0.00 %
100-41-565601	Principal Payments	68,000.00	68,000.00	0.00	0.00	68,000.00	0.00 %
Dept: 41 - Public Works Total:		984,101.73	984,101.73	90,340.54	228,429.94	755,671.79	23.21%
Expense Total:		6,253,708.49	6,253,708.49	448,794.34	1,346,358.71	4,907,349.78	21.53%
Fund: 100 - General Total:		6,253,708.49	6,253,708.49	448,794.34	1,346,358.71	4,907,349.78	21.53%
Report Total:		6,253,708.49	6,253,708.49	448,794.34	1,346,358.71	4,907,349.78	21.53%



City County Transportation Update

January 6, 2026

Presented by: AJ Arjanen
General Manager



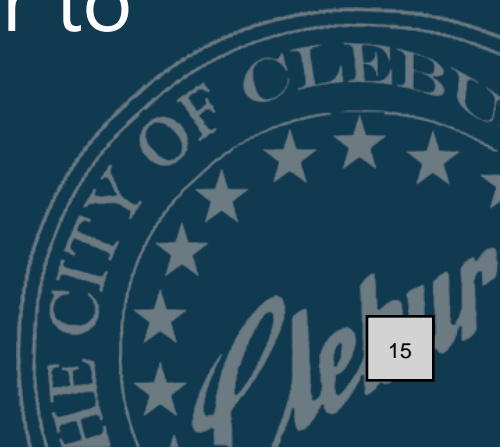
Introduction to City/County Transportation

Item 1.

- Provide Demand Response (curb-to-curb pick up and drop off) services throughout Johnson County, to include Texas Health Huguley Hospital
- Citizens rely upon our services as a form of mobility for trips to vital medical appointments, employment, grocery shopping, senior centers, leisure, etc.
 - 68% of trips are attributed to elderly & disabled
 - 27% of trips require a wheelchair, scooter, cane, etc.
- Team consists of 16 drivers, two dispatchers, one mechanic, and a transportation coordinator
- Transportation services are provided to the community M-F (6am-6:30pm) with limited Saturday service
- Funding Sources: FTA (TxDOT & North Central Council of Governments [NCTCOG]) and participating Cities

“

“Drivers with a servant’s heart, quietly uplift lives. Your care for others, reliability and pride in service builds trust, restores dignity, propels our community forward, and most importantly, has the power to transform lives.”



Purpose Statements

- Vision Statement:
 - To deliver the safest, most reliable, customer-centered mobility service
- Mission Statement:
 - To serve the people of Johnson County with safe, dependable, customer-driven transportation services that advances community access and elevates our customer's quality of life

FY2025 In Review

- We concluded the fiscal year on a strong note, achieving significant efficiency gains. Key year-over-year highlights include:
 - **8.4%** (1,700) increase in Passenger Trips
 - Joshua specific:
 - 5.4% Orig (1,053 trips) / 5.5% Dest (1,079 trips) of trips in FY25
 - Fare Type: 67.6% Reduced, Purpose: 36.7% for "Other" and 28.6% for Medical
 - Cross-City:
 - Orig: Joshua to Burleson
 - Dest: Burleson to Joshua and Cleburne to Joshua
 - Trend: Cross city to Burleson; growth In-City trips
 - **9.5%** improvement in Trips per Revenue Hour (a key productivity metric)
 - **15.2%** increase in Passenger Miles Traveled
- The team's proactive engagement with ridership and performance metrics exemplifies strong commitment to excellence

What We Are Doing

- Improved Service Offering
 - Analytics revealed a gap in service needs.
 - Expanded service with new 6:00 AM start time throughout Johnson County
 - Partnered with dialysis facilities to offer service on holiday's to better meet customer's medical needs
- October 2025, highest ridership in excess of five years
- Improved communication with all key stakeholders
- Deep dive into operational needs vs. current operations
 - Reallocating resources accordingly
- Reimagining what City/County Transportation can be

Where We Are Going

- Service Enhancements
 - Coordination with medical providers, employers, businesses, etc.
- Vehicle Replacement Acquisition
 - TXDOT funded grant for 3 new buses
- Transit Software Solicitation
 - NCTCOG funded grant fully approved
- Relaunch/Rebrand
 - Drive improved awareness
- Growth mindset in 2026
 - Grow ridership by 30% through 2026
 - Evaluation of fixed route service



City County Transportation Update

For further information, contact:

AJ Arjanen, General Manager
AJ.Arjanen@cleburne.net
(817) 357-4463



**MINUTES
CITY COUNCIL REGULAR MEETING
COUNCIL CHAMBERS
DECEMBER 18, 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 is 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 6:32 pm.

B. PLEDGE OF ALLEGIANCE

1. United States of America
2. Texas Flag

Councilmember Kidd led the Pledge of Allegiance.

C. INVOCATION

Invocation was given by Jeff Stanley, Pastor of First Assembly of God.

Mayor Kimble stated that, if there were no objections, he would move Items 1 and 2 under the Regular Agenda to allow Mr. Dees to participate in the upcoming discussions

There were no objections, and the items were moved accordingly.

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

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

Mayor Kimble reported that Christmas on Main was an outstanding success.

City Manager Peacock reported that the City received a letter from the Chamber of Commerce invoicing the City for the past 18 months. He noted that the invoiced items fall outside the existing contract, the Chamber does not have a 501(c)(6) designation, and is non-compliant with nearly all contract requirements. No response has been received to date.

City Secretary Holloway announced that candidate packets for the May 2, 2026, General Election will be available during the first week of January.

City Manager Peacock invited the City Council to attend the employee event scheduled for Friday.

City Secretary Holloway read the proclamation honoring Angela Warmath aloud.

E. WORK SESSION

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

City Manager Peacock presented the report, noting that the expenditures are within 16 percent of the budget year and currently 2.4 percent under budget.

2. Discussion on the City of Joshua Engineering Design Standards and Specifications. (Staff Resource: A. Maldonado)

Assistant City Manager Maldonado stated that staff were requested by Councilmember Anderson to be placed on the agenda regarding the ESS Policy. Councilmember Anderson stated she believed it was regarding the flooding issues in the parking lot. He provided background information, noting that the project was initially approved in April 2021 and consisted of design criteria. He explained that the Public Works Director later identified several missing elements in the policy, and, upon his recommendation, additional processes were added in June 2024.

Councilmember Breitenstein asked whether TxDOT is doing anything to assist with the flooding. City Manager Peacock noted that the proposed repairs are intended to help improve and maintain water flow.

3. Discussion regarding adoption of an ordinance requiring that, in any planned development, a park or green space should be fully developed and amenities installed and accepted by the City prior to the issuance of any residential building permits. (Resource: T. Welch)

City Attorney Welch stated that after reviewing the City's planned development and zoning ordinances, the matter can be addressed through a development agreement. He explained that such an agreement could specify that, after a certain number of building permits are issued, park or green space property may be dedicated, and would clearly outline the responsibilities of each party.

City Attorney Welch noted that parkland may only be sold in portions following an election.

City Attorney Welch recommended that the property be dedicated to the City.

City Attorney Welch further stated that this option is currently available under the ordinance as it is written.

4. Discussion on an Ordinance amending article 3.06, "Signs" of Chapter 3, "Building Regulations", of the Code of Ordinances, by replacing said article with a new article 3.06, "Signs", extending the City's sign ordinance and regulations to the City's extraterritorial jurisdiction. (Resource: T. Welch)

City Attorney Welch provided a legal background update regarding sign permits, noting that the primary issue involves temporary signs. He explained that the related case originated in Arizona.

City Attorney Welch outlined the following options for consideration:

- Prohibit all temporary signs.
- Allow all signs on private property.

City Attorney Welch noted that only half of the cities have updated their sign ordinances to address this issue.

The council agreed to place on a future agenda for more discussion.

5. Discussion and update regarding the General Code recodification of the City's Code of Ordinances. (Staff Resource: A. Holloway)

Sandra Hammons. Sandra's quilt shop.

Sandra Hammons stated that she has operated her business in Joshua for 29 years. She noted that her current building was sold three years ago and that her lease expires on January 31 with a monthly rent of \$6,000. As a result, she stated that the shop will need to either close or relocate.

Ms. Hammons advised that she owns more than 30 acres and would like to use approximately one acre to construct a shop, with the building located at the front of the property. She noted that she cannot afford the current lease amount.

Ms. Hammons stated that she has secured financing, a builder selected, and a survey completed, and requested that the City Council consider allowing the proposed development. She also stated that she discussed the matter with City Manager Peacock, who has consulted with the City Attorney regarding the request.

The City Council stated that staff will be in contact with her for further discussion.

6. Discussion regarding training for elected officials, appointed board and commission members, and City staff. (Staff Resource: A. Holloway)

City Secretary Holloway presented an overview of the proposed comprehensive training for City Council, board, commission members, and key staff. She thanked the City Council for budgeting for this initiative, noting that it was not financially feasible in the previous budget year. City Secretary Holloway stated that, with several new board members appointed and ongoing changes in state law, this is an ideal time to provide structured training focused on governance, legal compliance, and best practices.

She advised that City Attorney Terry Welch has confirmed his availability to assist with the training, scheduled for Saturday, January 24, 2026, from 9:00 a.m. to 3:00 p.m. Additional speakers are being coordinated. The proposed training topics include roles and responsibilities, conducting effective meetings, Open Meetings and Public Information laws, city governance, zoning and land use, economic development tools, and communication and trust-building.

City Council gave directions to move forward with the training for January 24, 2026.

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.

Sandra Hammons, owner of Sandra's Quilt Shop, addressed the City Council. She stated that she has operated her business in Joshua for 29 years. Her current building was sold three years ago, and her lease expires on January 31 with a monthly rent of \$6,000. Due to the cost, she has decided that the shop will need to either close or relocate.

Ms. Hammons stated that she owns more than 30 acres and would like to use approximately one acre to construct a new shop, with the building located at the front of the property. She noted that she cannot afford

the current lease amount. She advised that she has financing in place, a builder selected, and a survey completed.

Ms. Hammons requested that the City Council consider allowing the proposed development. She stated that she has discussed the matter with City Manager Peacock, who has also consulted with the City Attorney.

1. Proclamation honoring Jameye Jones for her positive contributions to the community of Joshua and the surrounding areas.

Mayor Kimble read a proclamation honoring Jameye Jones and presented her with flowers.

G. CONSENT AGENDA

1. Discuss, consider, and possible action on the November 20, 2025, meeting minutes. (Staff Resource: A. Holloway)

Motion made by Councilmember Place 4 Breitenstein to approve the Consent Agenda. Seconded by Councilmember Place 6 Anderson.

Voting Yea: Mayor Kimble, Councilmember Place 1 Dees, Councilmember Place 2 Kidd, Councilmember Place 3 Nichols, Councilmember Place 4 Breitenstein, Councilmember Place 6 Anderson

H. REGULAR AGENDA

Item 1 and 2 was moved to the top of the agenda.

1. Discuss, consider, and possible action on an Ordinance canvassing the returns and declaring the results of the December 13, 2025, Special Election. (Staff Resource: A. Holloway)

City Secretary Holloway reported that the City Council called the Special Election on October 16, 2025, to fill the vacant City Council Place 1 seat. The election was held on December 13, 2025, with early voting conducted from December 1–9, 2025, and Election Day voting held at Joshua City Hall.

City Secretary Holloway noted that an election process typically requiring several months was completed in under six weeks. She stated that the election was administered by the City Secretary's Office with a new election judge and clerks.

City Secretary Holloway provided the vote totals, including early voting, Election Day, and mail-in ballots received by the statutory deadline. George Grall received 19 votes, Mark Rayburn received 12 votes, Shantell Mosley received 10 votes, and Dustin Dees received 53 votes. Two mail-in ballots received by the deadline were included in the totals.

City Secretary Holloway explained that the election results are unofficial until canvassed and that the Council is required to canvass the returns and adopt an ordinance declaring the official results.

Motion made by Councilmember Place 2 Kidd to approve the Ordinance. Seconded by Councilmember Place 4 Breitenstein.

Voting Yea: Mayor Kimble, Councilmember Place 2 Kidd, Councilmember Place 3 Nichols, Councilmember Place 4 Breitenstein, Councilmember Place 6 Anderson

2. Presentation of the Certificate of Election and the City Secretary administer the Oath of Office to the newly elected official. (Staff Resource: A. Holloway)

Mayor Kimble presented Mr. Dustin Dees with a Certificate of Election, and City Secretary Holloway administered the Oath of Office. Councilmember Dees then took his seat on the dais.

3. Discuss, consider, and possible action on an Ordinance calling a Runoff Election resulting from the December 13, 2025, Special Election. (Staff Resource: A. Holloway)

City Secretary Holloway requested that the item be removed from the agenda, as it was no longer necessary due to Councilmember Dees receiving more than 50 percent of the total votes.

4. Discuss, consider, and possible action on a resolution to nominate a candidate for a vacancy on the Board of Directors of the Central Appraisal District of Johnson County. (Staff Resource: A. Holloway)

City Secretary Holloway stated that two Board of Directors members resigned during the November 2025 meeting.

She explained that Amy Lingo, who was serving a one-year term expiring December 31, 2025, resigned from the Board. This position will be filled through the regular Board of Directors election process that is currently underway.

City Secretary Holloway further stated that Mary Sarver, who was serving a three-year term scheduled to expire December 31, 2027, also resigned. This resignation created the current vacancy.

In addition, she noted that the vacancy will be filled in accordance with the process outlined in the vacancy letter. Each voting taxing unit may nominate a candidate, and the Board of Directors will select a nominee at their February 12, 2026, meeting.

The City Council made no nomination and took no action.

5. Discuss, consider, and possible action regarding the addition of a part-time Administrative Assistant II position for the Human Resources Department. (Staff Resource: M. Peacock)

City Manager Peacock stated that workload demands have increased, indicating a need for a full-time position; however, Brittany believes the needs can be met with a part-time position.

City Manager Peacock expressed a desire to proceed with hiring after the holidays.

City Council provided direction to move forward.

6. Discuss, consider, and possible board appointments. (Staff Resource: A. Holloway)

City Secretary Holloway stated that the late Johnny Waldrip previously served on the Type A Economic Development Corporation Board. Following his passing, a vacancy exists on the Board that requires appointment. The City Secretary further stated that Ms. Elizabeth Webb, who currently serves as Alternate One, has expressed her willingness to be appointed to fill the vacant position.

Motion made by Councilmember Place 4 Breitenstein to appoint Ms. Webb. Seconded by Councilmember Place 2 Kidd.

Voting Yea: Mayor Kimble, Councilmember Place 1 Dees, Councilmember Place 2 Kidd, Councilmember Place 3 Nichols, Councilmember Place 4 Breitenstein, Councilmember Place 6 Anderson

I. STAFF REPORT

1. Police Department
2. Municipal Court
3. Public Works

4. Development Services
5. Code Enforcement
6. Parks Department
7. Animal Services
8. Economic Development Corporation
9. City Secretary's Office

J. EXECUTIVE SESSION

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

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

Mayor Kimble announced the City Council will recess into Executive Session at 7:44 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 executive session.

Mayor Kimble announced the City Council will reconvene in Regular Session at 8:15 pm.

No action taken.

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.

NA

M. ADJOURN

Mayor Kimble adjourned the meeting at 8:16 pm.

Minutes Approved: January 15, 2026

Scott Kimble, Mayor

ATTEST:

Alice Holloway, City Secretary



**City Council Agenda
January 15, 2026**

Resolution

Action Item

Agenda Description:

Discuss, consider, and possible action on a resolution approving the City of Joshua Investment Report for the Quarter Ending December 31, 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 December 31, 2025, the City invested funds in Local Government Investment Pool(LGIP), TexSTAR in addition to funds held in interest-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 December 31, 2025, there was \$10,463,664.07 invested, with total quarterly interest income of \$99,443.39.

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

December 31, 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".

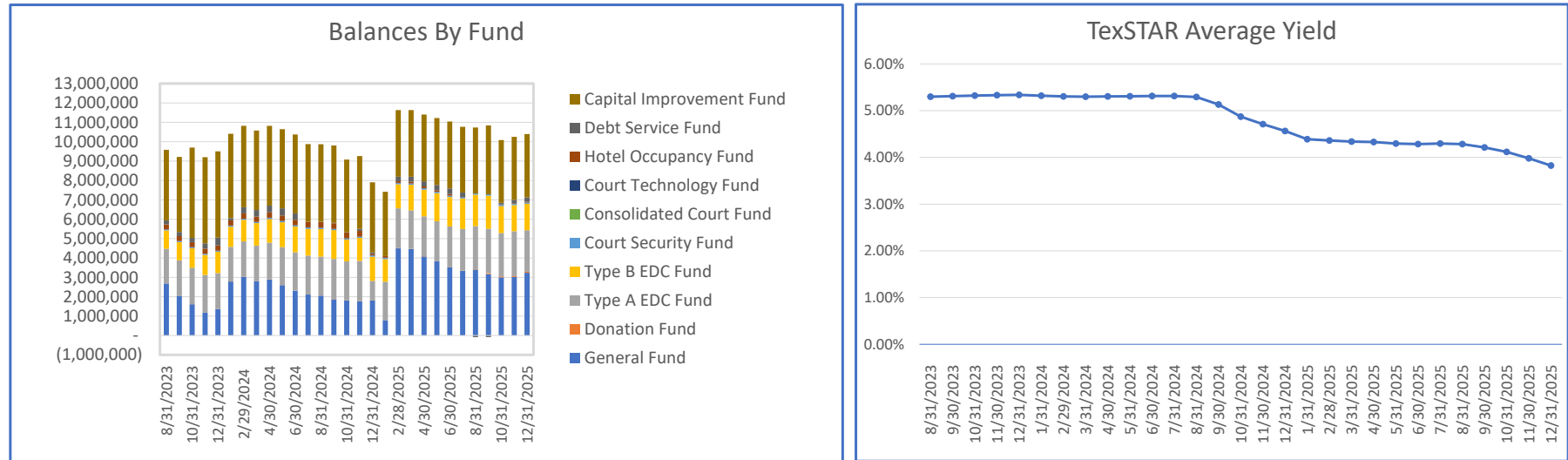
Mike Peacock, City Manager

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 9/30/2025	Net Additions and Withdrawals	*Ending Market Value 12/31/2025	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	\$ 8.60	0.10%
Pinnacle-General Revenue-ICS	Daily	Open	\$ 1,044,437.96	\$ 653,817.55	\$ 390,620.41	\$ 1,044,437.96	\$ -	1	0.10	\$ 4,755.91	3.00%
Pinnacle-2010 GO Bonds	Daily	Open	\$ 35,000.00	\$ 35,000.00	\$ -	\$ 35,000.00	\$ -	1	0.00	\$ 8.81	0.10%
Pinnacle-2010 GO Bonds-ICS	Daily	Open	\$ 21,804.35	\$ 21,691.27	\$ 113.08	\$ 21,804.35	\$ -	1	0.00	\$ 164.36	3.00%
Pinnacle-2020 GO Bonds	Daily	Open	\$ 35,000.00	\$ 35,000.00	\$ -	\$ 35,000.00	\$ -	1	0.00	\$ 8.81	0.10%
Pinnacle-2020 GO Bonds-ICS	Daily	Open	\$ 2,769,118.98	\$ 2,743,012.26	\$ 26,106.72	\$ 2,769,118.98	\$ -	1	0.26	\$ 26,158.00	3.70%
TexStar	Daily	Open	\$ 6,523,302.78	\$ 5,854,963.88	\$ 668,338.90	\$ 6,523,302.78	\$ -	1	0.62	\$ 68,338.90	3.97%
Total			\$ 10,463,664.07	\$ 9,378,484.96	\$ 1,085,179.11	\$ 10,463,664.07			1.00	\$ 99,443.39	

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



RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS
ACCEPTING AND APPROVING THE INVESTMENT REPORT FOR THE QUARTER
ENDING DECEMBER 31st, 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 December 31, 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 December 31, 2025, there was \$10,463,664.07 invested in the depository bank and investment pool, with total quarterly interest income of \$99,443.39.

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 December 31, 2025.

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

PASSED AND APPROVED this the 15th day of January, 2026 at a regular meeting of the City Council of the City of Joshua, Texas.

Scott Kimble
Mayor

ATTEST:

Alice Holloway
City Secretary

Memorandum of Understanding

Between

Texas Division of Emergency Management and Texas Emergency Management Assistance Teams Participating Jurisdiction/Employer

Item 3.

This memorandum of understanding (“TEMAT MOU”) becomes effective as of the date of final signature, by and between the Texas Division of Emergency Management (“TDEM”), a member of The Texas A&M University System (“A&M System”) and an agency of the State of Texas, and the Texas Emergency Management Assistance Teams (“TEMAT”) participating jurisdiction/employer _____ (“Jurisdiction”).

I. PURPOSE

In accordance with Texas Government Code Chapter 418, Subchapter E-1 Texas Statewide Mutual Aid System, and the State of Texas Emergency Management Plan, this TEMAT MOU delineates responsibilities and procedures for TEMAT activities. TDEM’s authority is provided through the State of Texas to activate state resources for the purposes of TEMAT Programs.

TEMAT Programs include and are administered by the state agencies listed below:

TEMAT Program	State Agency Program Administrator	Program Summary
Incident Support Task Force (ISTF)	Texas Division of Emergency Management (TDEM)	Provides support through multiple areas of expertise throughout response and recovery initiatives
Public Works Response Team (PWRT)	Texas A&M Engineering Extension Service (TEEX)	Provides support for critical infrastructure systems
Texas A&M Task Force 1 (TX-TF1)	Texas A&M Engineering Extension Service (TEEX)	Provides search and rescue support through Texas A&M Task Force 1, Texas Task Force 2, and Texas A&M Task Force 3
State of Texas Incident Management Team (IMT)	Texas Division of Emergency Management (TDEM)	Provides position specific personnel to assist in emergency operations
Texas Intrastate Fire Mutual Aid System (TIFMAS)	Texas A&M Forest Service (TFS)	Provides wildland and fire department support

II. SCOPE

The provisions of this memorandum of understanding apply to TEMAT activities performed at the request of TDEM at the option of the participating Jurisdiction. These activities may be in conjunction with, or in preparation of, a local, state or federal declaration of disaster. The scope of this TEMAT MOU also includes training activities sponsored by the state, TDEM, the Jurisdiction, and the Program Administrators to maintain TEMAT operational readiness.

III. PERIOD OF PERFORMANCE

This TEMAT MOU commences on the date of the last signature and continues for a period of five (5) years unless terminated earlier in accordance with the terms of this TEMAT MOU.

IV. DEFINITIONS

- A. Affiliated Member: A TEMAT Member that is associated with a Jurisdiction or participating agency for purposes of this agreement.
- B. Backfill: The assignment of personnel by a participating Jurisdiction to meet their minimum level of staffing to replace a deployed TEMAT Member.
- C. Incident Support Task Force: The division of TDEM is responsible for maintaining all TEMAT program information to include but not limited to this TEMAT MOU and the ISTF Program Guide.
- D. Jurisdiction: A TEMAT Member's employer, which, by the execution of this TEMAT MOU, has provided official approval of their employee's membership involvement with TEMAT.
- E. Member: An employee of a Jurisdiction who has been formally accepted into a TEMAT Program and is in compliance with all program requirements (for both TEMAT overall and specific requirements for the program(s) for which they are a Member). For clarification, the lower-case use of "member" within this agreement, refers to a A&M System member.
- F. PIV-I: Personal Identification Verification Interoperability card should be issued to all first responders.
- G. Program: One of the TEMAT Programs listed in the above table and administered by a Texas state agency to provide assistance during an emergency event or disaster.
- H. Program Administrator: Designated State agency representative participating in the program or administering the program on behalf of the state.

- I. Red Card: A National Wildfire Coordinating Group (NWCG) "Red Card" is a credential issued to wildland firefighters that verifies their qualifications and training for specific wildland fire positions.
- J. State Mutual Aid Reimbursement Guide: A living document explaining how TDEM will reimburse local responding entities, state agencies, and other entities for accepting and responding to state-assigned mutual aid missions.
- K. TEMAT: Any response team administered by a state Jurisdiction of Texas to provide response assistance to local Jurisdictions or the state of Texas.
- L. TEMAT Training and Exercises – Jurisdiction Sponsored: Training and/or exercises performed at the direction, control, expense, and funding of a participating Jurisdiction in order to develop and maintain capabilities of the Member and TEMAT.
- M. TEMAT Training and Exercises – State or Administrator Sponsored: Training and/or exercises performed at the direction, control, expense, and funding of the state or Program Administrator.
- N. Unaffiliated Member: An approved Member of the Incident Support Task Force that is not currently employed by a government entity.

V. RESPONSIBILITIES

- A. TDEM shall be responsible for the following:
 - 1. Provide and maintain administrative and personnel management guidelines and procedures related to TEMAT and this TEMAT MOU.
 - 2. Maintain, in coordination with Program Administrators, programmatic guidance to provide standard operating procedures that are current and readily available to Program Administrators, Jurisdictions, and Members.
 - 3. Provide training to Members. Training shall be consistent with the objectives of the TEMAT Program overall to include but not limited to State Operations Center functions, financial reimbursement, and other training.
 - 4. Work with Program Administrators to ensure all administrative, fiscal, and personnel management guidelines are consistent across all TEMAT Programs.
 - 5. Provide coordination between Program Administrators, other relevant governmental and private entities, Jurisdiction, and Member.
 - 6. Maintain overall TEMAT contact list for all Jurisdictions and Members.

B. The TDEM shall ensure that the Program Administrator(s) will do the following:

1. Recruit and manage Members for their specific program according to guidelines outlined in the program-specific guidance manual.
2. Produce related portion of the program-specific guidance manual to provide standard operating procedures that are current and readily available to Members.
3. Provide and maintain qualifications, training, and operational guidelines and procedures related to the TEMAT Program they administer.
4. Provide upon approval of membership and then collect upon separation from the program equipment, uniforms, and identification issued on behalf of TEMAT.
5. Provide training for Members. Training must be consistent with the objectives of developing, increasing, and maintaining individual skills necessary to maintain operational readiness related to emergency management response.
6. Develop, implement, and exercise an internal notification and call-out system for Members.
7. Provide coordination between the state, other governmental and private entities, participating agency/employer, and Member, notify Jurisdictions or program Members of the need for activation.
8. Maintain and submit, annually, a primary contact list for their respective program, for all Jurisdictions and Members, to the state.
9. Maintain personnel files on all Members of administered programs for the purpose of documenting training records, qualifications, emergency notification, and other documentation as required by the state and Program Administrators.
10. Ensure the issuance of PIV-I to each Member through coordination with TDEM. If removed from team, then the PIV-I should be retrieved and revoked immediately. Program Administrator(s) should retrieve the PIV-I and notify TDEM for immediate revocation.
11. Program Administrator, TEEX, will reimburse Jurisdiction for Urban Search and Rescue (US&R), Public Works Response and sponsored training activities related to this TEMAT MOU under the authority of the State of Texas Emergency Management Plan, the Robert T. Stafford Disaster Relief and Emergency Act, Public law 93-288, as amended 42 U.S.C. 5121, et seq., and Title 44 CFR Part 208 – National Urban Search and Rescue Response System.

12. All reimbursement requests pursuant to this section shall follow program specific guidelines included in the TEEX Deployment Reimbursement Manual and the State Mutual Aid Reimbursement Guide.

C. The Jurisdiction shall:

1. Determine which TEMAT Programs the Jurisdiction will support by providing Members and being able to respond as requested by TDEM and Program Administrators.
2. Upon signature, the Jurisdiction will submit a roster within fourteen (14) calendar days of final signature to TDEM and Program Administrators. Maintain a roster of all its personnel participating in TEMAT activities and submit an update annually. The roster shall include all current Red Card qualifications for each Member when applicable.
3. Provide a primary point of contact to TDEM and Program Administrators for the purpose of notification of TEMAT activities and for administrative activities.
4. Provide administrative support to employee Members of TEMAT, e.g., time off when fiscally reasonable to do so for TEMAT activities such as training, meetings, and actual deployments.
5. Ensure all reimbursement claims meet the requirements of the State Mutual Aid Reimbursement Guide.
6. Upon notification by TDEM, the Jurisdiction will determine which Members within Jurisdiction are qualified and available for deployment. Jurisdiction determines which qualified Members deploy.

D. The Jurisdiction shall ensure the Member(s):

1. Perform duties, as required by their membership in a TEMAT program, when requested and deployed by TEMAT.
2. Maintain knowledge, skills, and abilities necessary to operate safely and effectively in the assigned position and conduct themselves in accordance with the program-specific guidance manual.
3. Advise the Program Administrator of any change in the notification process, i.e., address, change of employment, or phone number changes.
4. Update their membership profile through their Program Administrator or their online portal with any updated qualifications, rate of pay change, or position change as they occur and verify accuracy annually.

5. Maintain, for deployment, all equipment issued by the TEMAT program and advise Program Administrator of any lost, stolen, or damaged items assigned to Member.
6. Keep the Jurisdiction advised of TEMAT activities that may require time off from work.
7. Be prepared to operate in a disaster environment, which may include living and working in austere conditions.
8. During any period in which TEMAT is activated by TDEM or during any TEMAT sponsored or sanctioned training, Member shall be acting as a representative of the State of Texas.
9. Ensure that staff approved for membership by Jurisdiction meet the program requirements and experience level with his/her position on each TEMAT program in accordance with the program-specific guidance manual.

VI. QUALIFICATIONS, TRAINING, AND EXERCISES

A. TEMAT Training and Exercises – Jurisdiction Sponsored:

Periodically, Members will be requested and/or invited to attend local TEMAT-sponsored training or exercises. Local Jurisdiction-sponsored training or exercises shall be performed at the direction, control, expense, and funding of the local Jurisdiction in order to develop the technical skills of Members.

TEMAT Training and Exercises – State or Program Administrator Sponsored:

Periodically, Members will be invited to attend state TEMAT training and/or exercises, and when these training and/or exercises are required, Jurisdiction shall ensure Member attends such. These trainings and exercises shall be performed at the direction, control, expense, and funding of the state which may include being administered through a Program Administrator in order to develop and maintain the incident support capabilities of the TEMAT. For state or Program Administrator sponsored training or exercises, the Jurisdiction shall coordinate with TDEM and/or Program Administrators, prior to the event, to receive written authorization prior to such an event.

B. Minimum Qualification and Training Requirements

Jurisdiction should allow Members appropriate time to maintain the qualifications required for each position Member fills in the TEMAT Program.

Jurisdiction should ensure Members can attend available TEMAT training and exercise opportunities provided for the assigned TEMAT position to ensure the maintenance of position qualifications. Jurisdiction understands that failure for

VII. ADMINISTRATIVE, FINANCIAL, AND PERSONNEL MANAGEMENT

A. Reimbursement of Administrators/Jurisdiction

1. All guidelines and procedures for requesting reimbursement shall be pursuant to the State Mutual Aid Reimbursement Guide.
2. All financial commitments herein are made subject to the availability of funds from the State of Texas.

VIII. Liability and Workers' Compensation for State Activation/And Training

- A. During any period in which a program under TEMAT is activated by the State of Texas, or during any TEMAT sanctioned training, Members who are not employees of A&M System or another agency of the State of Texas will be considered to be in the course and scope of the Member's (employee's) regular employment with the Jurisdiction (employer) and the Member shall be entitled to full benefits, including workers' compensation and liability coverage, as an employee of their employer.
- B. For a Member who becomes injured during any period in which a program under TEMAT is activated by the State of Texas, or during any TEMAT sanctioned training, the Jurisdiction shall immediately notify the Program Administrator and TDEM of the injury in writing, and TDEM shall reimburse the Jurisdiction the costs and expenses paid by the Jurisdiction to Member, including but not limited to, all related medical expenses, compensation, wages, pension contributions, and any benefits provided by the Jurisdiction. Pursuant to Texas Government Code Section 418.118(b), the Jurisdiction may seek reimbursement for all eligible costs and expenses as provided in this section by providing TDEM or the Program Administrator, whichever is applicable, adequate supporting documentation for the costs/expenses claimed, to include proof of pay provided by the Jurisdiction to the Member. Said reimbursement shall continue, in accordance with Texas Labor Code Section 408, until such time that the injured Member is medically cleared for return to work or in the event of permanent disability or death, until all obligations for payment to the Member or Member's beneficiaries are satisfied.

IX. CONDITIONS, AMENDMENTS, AND TERMINATION

- A. This TEMAT MOU may be modified or amended only by the written agreement of all the parties.
- B. This TEMAT MOU may be terminated by any signing party, upon thirty (30) days written notice to the other party.

- C. The state complies with the provisions of the Department of Labor Executive Order 11246 of September 24, 1965, as amended and with the rules, regulations, and relevant orders of the Secretary of Labor. To that end, the state shall not discriminate against any Member on the grounds of race, color, religion, sex, or national origin. In addition, the use of state or federal facilities, services, and supplies will be in compliance with regulations prohibiting duplication of benefits and guaranteeing nondiscrimination. Distribution of supplies, processing of applications, provisions of technical assistance, and other relief assistance activities shall be accomplished in an equitable and impartial manner, without discrimination on the grounds of race, color, religion, nationality, sex, age, or economic status.
- D. This TEMAT MOU is governed by the laws of the State of Texas (but not its conflict of laws statutes and principles). Pursuant to Section 85.18 (b), Texas Education Code, venue for a state court suit filed against any member of A&M System, or any officer or employee of A&M System is in the county in which the primary office of the chief executive officer of the system or member, as applicable, is located.
- E. The parties expressly acknowledge that the Program Administrators are agencies of the State of Texas and nothing in this TEMAT MOU will be construed as a waiver or relinquishment by any state agency administrator of its right to claim such exemptions, privileges, and immunities as may be provided by law.
- F. By executing this TEMAT MOU, all parties and each person signing on behalf of each party certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of A&M System or A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by A&M System, has direct or indirect financial interest in the award of this TEMAT MOU, or in the services to which this TEMAT MOU relates, or in any of the profits, real or potential, thereof.
- G. Each party is responsible to ensure that employees participating in work for any member of A&M System have not been designated by a member of A&M System as Not Eligible for Rehire (NEFR) as defined in System policy 32.02, Section 4. Non-conformance to this requirement may be grounds for termination of this agreement. In event a system member becomes aware that a contracting party has any employees that are designated as NEFR under this TEMAT MOU, the nonconforming employee is immediately required to be removed from all performance duties upon demand by a system member.

X. JURISDICTION DECLARATION OF PARTICIPATION IN TEMAT

Jurisdiction agrees to abide by the terms and conditions of this TEMAT MOU and the program-specific guidance manual. Jurisdiction agrees to allow employees to serve as TEMAT Members for the approved TEMAT Programs checked below:

TEMAT Program	Check for Participation	Jurisdiction Point of Contact Initials
Incident Support Task Force (ISTF)	<input type="checkbox"/>	
Public Works Response Team (PWRT)	<input type="checkbox"/>	
Texas A&M Task Force 1	<input type="checkbox"/>	
State of Texas Incident Management Team (IMT)	<input type="checkbox"/>	
Texas Intrastate Fire Mutual Aid System (TIFMAS)	<input type="checkbox"/>	

XI. POINTS OF CONTACT

	TDEM	TEMAT Coordinator
Name:	Chief Nim Kidd	Kharley Smith
Title:	Chair – Texas Emergency Management Council	ISTF Division Chief
Address Line 1:	313 E Anderson Ln	313 E Anderson Ln
Address Line 2:	Building 3	Building 3
City, State, Zip:	Austin, TX 78752	Austin, TX 78752
Phone Number:	512-424-2436	512-424-2436
Email:	Nim.kidd@tdem.texas.gov	kharley.smith@tdem.texas.gov

Jurisdiction

Name: _____
Title: _____
Address Line 1: _____
Address Line 2: _____
City, State, Zip: _____
Phone Number: _____
Email: _____

XII. GENERAL PROVISIONS

- A. This TEMAT MOU, with the rights and privileges it creates, is assignable only with the written consent of the parties.
- B. Pursuant to Texas Government Code Section 321.013, acceptance of funds under this TEMAT MOU constitutes acceptance of the authority of the State of Texas, the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds under Texas Education Code Section 51.9335(c). Jurisdiction shall cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested.

- C. Pursuant to Texas Government Code Sections 2107.008 and 2252.903, any payments owing to Jurisdiction under this TEMAT MOU may be applied directly toward certain debts or delinquencies that Jurisdiction owes the State of Texas or any agency of the State of Texas regardless of when they arise until such debts or delinquencies are paid in full.
- D. To the extent applicable, Jurisdiction shall use the dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General to attempt to resolve any claim for breach of contract made by Jurisdiction that cannot be resolved in the ordinary course of business. Jurisdiction shall submit written notice of a claim of breach of contract under this Chapter to TDEM's designated official, who will examine the claim and any counterclaim and negotiate in an effort to resolve the claim.

XIII. ENTIRE AGREEMENT

This TEMAT MOU terminates and supersedes any prior TEMAT MOU amongst TDEM, TEMAT Program Administrators, a TEMAT Employee Member, and Participating Jurisdiction. This TEMAT MOU, in addition to the related program-specific guidance manuals and State Mutual Aid Reimbursement Guidelines, reflects the entire agreement between the parties.

TDEM and Jurisdiction hereby acknowledge that they have read and understand this entire TEMAT MOU. All oral or written agreements between the parties hereto relating to the subject matter of this TEMAT MOU that was made prior to the execution of this TEMAT MOU have been reduced to writing and are contained herein. TDEM and Jurisdiction agree to abide by all terms and conditions specified herein and certify that the information provided to the state is true and correct in all respects to the best of their knowledge and belief.

This TEMAT MOU is entered into by and between the following parties:

TEXAS DIVISION OF EMERGENCY MANAGEMENT

Signature: _____
 Name: W. Nim Kidd
 Title: Chief, Texas Division of Emergency Management
 Date: _____

JURISDICTION

Signature: _____
 Name: _____
 Title: _____
 Date: _____



**City Council Agenda
January 15, 2026**

Minutes Resolution

Action Item

Agenda Description:

Discuss, consider, and possible action on the execution of a municipal lease agreement for the Public Works backhoe and asphalt distributor truck. (Staff Resource: M. Freelen)

Background Information:

The purchase of the Public Works backhoe and asphalt distributor truck are also on the agenda for approval and included in the Fiscal Year 2026 budget.

Financial Information:

Pricing through Community Leasing Partners' Sourcewell contract is being utilized. The amount to be financed is \$443,975 with an interest rate of 4.97% with seven annual payments of \$76,655.40.

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

January 7, 2026

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

RE: Financing for One (1) New Rosco Maximizer 3B 1900 Distributor on Freightliner Chassis and One (1) New Caterpillar 420 C4EX Backhoe Loader

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 1/26/2026 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 Holloway, 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,

Cindy

Cindy Turner
Assistant Vice President-Leasing Operation

Documentation Instructions

Item 4.

◇ 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 Holloway - 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

◇ ESCROW AGREEMENT

- ☐ Mike Peacock - sign where indicated

◇ Exhibit A- PAYMENT REQUEST FORM/ SIGNATURE CARD

- ☐ Mike Peacock - sign where indicated

◇ TAX COMPLIANCE WITH NO ARBITRAGE

- ☐ Mike Peacock - sign and date 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 (at delivery):

- ☐ Certificate of Insurance from your insurance provider

Conditions to Funding

If, for any reason: (i) the required documentation is not returned by 1/26/2026, 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

Item 4.

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 12/28/2025, 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 when sufficient moneys to purchase the Equipment are deposited for that purpose with an Escrow Agent.

Item 4.

"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. 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).

writing). If any Rental Payment or other sum payable under any Schedule is not paid when due, Lessee shall pay to Lessor accrued interest 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 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.

Item 4.

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 but 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 damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks 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.

Item 4.

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 to 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

Item 4.

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

Item 4.

Section 11.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered 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. JOSTX2025-12E

LESSEE:

City of Joshua

LESSOR:

Community First National Bank

Mike Peacock, City Manager

Blake Kaus, VP

SCHEDULE OF EQUIPMENT NO. 01, Dated 12/28/2025

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 12/28/2025, 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: JOSTX2025-12E

LESSEE:

City of Joshua

LESSOR:

Community First National Bank

Mike Peacock, City Manager

Blake Kaus, VP

ATTACHMENT 1

EQUIPMENT DESCRIPTION

Item 4.

RE: Schedule of Equipment No. 01, dated 12/28/2025, to Master Equipment Lease Purchase Agreement, dated as of 12/28/2025, between Community First National Bank, as Lessor, and City of Joshua, as Lessee.

Lease Number: JOSTX2025-12E

One (1) New Rosco Maximizer 3B 1900 Distributor on Freightliner Chassis and One (1) New Caterpillar 420 C4EX Backhoe Loader

With a total acquisition cost of \$457,975.00; 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

Item 4.

RE: Schedule of Equipment No. 01, dated 12/28/2025, to Master Equipment Lease Purchase Agreement, dated as of 12/28/2025, between Community First National Bank, as Lessor, and City of Joshua, as Lessee.

Lease Number: JOSTX2025-12E

Amount Financed: \$443,975.00

AMORTIZATION SCHEDULE

Payment Number	Payment Date	Payment Amount	Interest Portion	Principal Portion	Purchase Option Price
1	12/28/2026	76,655.40	22,083.32	54,572.08	Not Available
2	12/28/2027	76,655.40	19,368.90	57,286.50	\$340,419.33
3	12/28/2028	76,655.40	16,519.47	60,135.93	\$278,780.00
4	12/28/2029	76,655.40	13,528.31	63,127.09	\$214,074.74
5	12/28/2030	76,655.40	10,388.37	66,267.03	\$146,151.03
6	12/28/2031	76,655.40	7,092.25	69,563.15	\$74,848.80
7	12/28/2032	76,655.40	3,632.18	73,023.22	\$0.00
Grand Totals		536,587.80	92,612.80	443,975.00	

LESSEE:
City of Joshua

Mike Peacock, City Manager

LESSEE RESOLUTION

Re: Schedule of Equipment No. 01, dated 12/28/2025, to Master Equipment Lease Purchase Agreement, dated as of 12/28/2025, 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 Holloway, City Secretary

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 12/28/2025, and Exhibits thereto by and between Community First National Bank (the "Lessor") and Lessee, Schedule of Equipment No. 01, dated 12/28/2025, and a certain Escrow Agreement dated as of 12/28/2025, (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

ACCEPTANCE CERTIFICATE

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

Ladies and Gentlemen,

RE: Schedule of Equipment No. 01, dated 12/28/2025, to Master Equipment Lease Purchase Agreement, dated as of 12/28/2025, 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

**If delivery is not immediate, keep until final delivery.*

TITLE REGISTRATION & SECURITY INTEREST CERTIFICATION

Item 4.

RE: Schedule of Equipment No. 01, dated 12/28/2025, to Master Equipment Lease Purchase Agreement, dated as of 12/28/2025, between Community First National Bank, as Lessor, and City of Joshua, as Lessee.

Lease Number: JOSTX2025-12E

One (1) New Rosco Maximizer 3B 1900 Distributor on Freightliner Chassis and One (1) New Caterpillar 420 C4EX Backhoe Loader

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

Item 4.

RE: Schedule of Equipment No. 01, dated 12/28/2025, to Master Equipment Lease Purchase Agreement, dated as of 12/28/2025, 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

Item 4.

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 Rosco Maximizer 3B 1900 Distributor on Freightliner Chassis and One (1) New Caterpillar 420 C4EX Backhoe Loader

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 Rosco Maximizer 3B 1900 Distributor on Freightliner Chassis and One (1) New Caterpillar 420 C4EX Backhoe Loader as outlined on Lease# JOSTX2025-12E
- ✓ Replacement Value (GRC, ACV, etc.)
- ✓ Comprehensive and Collision Deductibles

**THE CERTIFICATE SHOULD BE
EMAILED TO cindyturner@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

Item 4.

RE: Schedule of Equipment No. 01, dated 12/28/2025, to Master Equipment Lease Purchase Agreement, dated as of 12/28/2025, between Community First National Bank, as Lessor, and City of Joshua, as Lessee.

Lease Number: JOSTX2025-12E

Equipment Description: One (1) New Rosco Maximizer 3B 1900 Distributor on Freightliner Chassis and One (1) New Caterpillar 420 C4EX Backhoe Loader

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

Item 4.

January 7, 2026

City of Joshua
101 South Main Street
Joshua, TX 76058

RE: Schedule of Equipment No. 01, dated 12/28/2025, to Master Equipment Lease Purchase Agreement, dated as of 12/28/2025, between Community First National Bank, as Lessor, and City of Joshua, as Lessee. Along with the Escrow Agreement entered into as of 12/28/2025.

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 the 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.

THIS ESCROW AGREEMENT, made and entered into as of 12/28/2025 by and among Community First National Bank, a national banking association ("Escrow Agent"), Community First National Bank, a corporation duly organized and existing under the Laws of the State of Kansas ("Lessor"), and City of Joshua ("Lessee") a political subdivision under the laws of the State of Texas ("State"), duly organized and existing under the Constitution and laws of the State.

WITNESSETH

WHEREAS, Lessee and Lessor have entered into a Schedule of Equipment No. 01, dated 12/28/2025 to Master Equipment Lease Purchase Agreement dated as of 12/28/2025 ("Agreement"), a duplicate original of which has been furnished to each of the parties, whereby Lessor has agreed to acquire certain equipment described therein ("Equipment"), and to sell the Equipment to the Lessee, and Lessee has agreed to purchase the Equipment from Lessor, in the manner and on the terms set forth in the Agreement; and

WHEREAS, the Equipment has or will be ordered from the Vendor, and there is expected to be a delay in delivery of the Equipment to Lessee; and

WHEREAS, in order to secure the obligations of Lessor under the Agreement, Lessee has requested Lessor to set aside in escrow with the Escrow Agent, pursuant to the terms hereof, the anticipated purchase price of the Equipment; and

WHEREAS, Lessee, as agent for Lessor, will cause the Equipment to be acquired from Vendor in accordance with the purchase orders or contracts therefore, and neither Lessor nor the Escrow Agent shall be obligated to assume or perform any obligation of the Lessee or Vendor with respect thereto or under the Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

ARTICLE I. APPOINTMENT OF ESCROW AGENT: DEFINITIONS

Section 1.01. Appointment of Escrow Agent. Lessor and Lessee hereby appoint and employ Escrow Agent, to receive, hold, invest and disburse the moneys to be paid to it pursuant to this Escrow Agreement and the Agreement, and to perform certain other functions, all as hereinafter provided. By executing and delivering this Escrow Agreement, Escrow Agent accepts the duties and obligations of Escrow Agent provided herein, but only upon the terms and conditions set forth.

Section 1.02. Definitions. The terms defined in this Section shall, for all purposes of this Escrow Agreement have the meanings specified below. Any capitalized term not defined below shall have the meaning ascribed in the Agreement.

"Agreement" means the Schedule of Equipment No. 01, dated 12/28/2025 to Master Equipment Lease Purchase Agreement dated 12/28/2025, by and between Lessee and Lessor and any duly authorized and executed amendment thereto, the terms of which are incorporated herein by reference.

"Acquisition Costs" means, with respect to the Equipment, the contract price paid or to be paid to Vendor therefore upon acquisition or delivery of any portion of the Equipment in accordance with the purchase order or contract therefore. Acquisition Costs include the administrative, engineering, legal, financial and other costs incurred by the Lessee in connection with the acquisition, delivery and financing by Lessor of the Equipment.

"Acceptance Certificate" means an acceptance certificate in the form attached to the Agreement.

"Acquisition Fund" means the fund by that name established and held by the Escrow Agent pursuant to Article II of this Escrow Agreement.

"Closing Date" means the day when Lessor deposits with the Escrow Agent the moneys required to be deposited pursuant to Article II.

"Equipment" means the personal property described in the Agreement, together with any and all modifications, additions and alterations thereto, to be acquired from the moneys held in the Acquisition Fund.

"Escrow Agent" means Community First National Bank or any successor thereto acting as Escrow Agent pursuant to this Escrow Agreement.

"Escrow Agreement" means this Escrow Agreement and any duly authorized and executed amendment thereto.

"Independent Counsel" means an attorney duly admitted to the practice of law before the highest court of the State in which he maintains an office and who is not an employee of Lessor, the Escrow Agent or the Lessee.

"Lessee Representative" means the representative of Lessee or a person authorized by the Lessee to act on its behalf under or with respect to this Agreement.

"Lessor Representative" means the President, any Vice President or Assistant Vice President of Lessor, or any person authorized to act on behalf of Lessor under or with respect to this Agreement, as evidenced by a certificate conferring such authorization executed by the President, any Vice President or Assistant Vice President of Lessor, given to the Lessee or the Lessee Representative.

"Payment Date" means the date upon which any Rental Payment under the Agreement is due and payable, as set forth in the Payment Schedule.

"Payment Request Form" means the document substantially in the form attached hereto as Exhibit A to be executed by Lessee and Lessor and submitted to Escrow Agent to authorize payment of Acquisition Costs.

"Qualified Investments" means (i) direct general obligations of the United States of America; (ii) obligations guaranteed by the United States; (iii) general obligations of the agencies and instrumentalities of the United States; (iv) certificates of deposit, time deposits or demand deposits with a bank or savings institution qualified as a depository of public funds in the State of Kansas, provided that such certificates of deposit, time deposits or demand deposits, if not insured by the Federal Deposit Insurance Corporation of the Federal Savings and Loan Insurance Corporation, are fully secured by obligations described in Clauses (i), (ii) or (iii); (v) money market funds, the assets of which are obligations of or guaranteed by the United States of America and which funds are rated "Aaa" by Moody's Investors Service or "Am" or "Am-G" by Standard & Poor's Corporation.

"Rental Payments" means the basic payments payable by Lessee to Lessor pursuant to the provisions of the Agreement during the term thereof which are payable in conjunction of the right of Lessee to use the Equipment during the then current portion of the term of the Agreement.

"Term of the Agreement" means the time during which the Agreement is in effect, as provided in Article III of the Agreement.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased will purchase or has ordered the Equipment or with whom Lessor has contracted for the acquisition of the Equipment.

Section 1.03. Authorization. Each of the parties hereby represents and warrants that it has full legal authority and is duly empowered to enter into this Agreement, and has taken all actions necessary to authorize the execution of this Agreement by the officers and person signing it.

ARTICLE II. ACQUISITION FUND

Section 2.01. Acquisition Fund. Escrow Agent shall establish a special fund designated as the "Acquisition Fund"; shall keep such Acquisition Fund separate and apart from all other funds and moneys held by it; and shall administer such funds as expressly provided hereunder.

Section 2.02. Deposit of Moneys by Lessor. At the Closing Date, Lessor shall deposit with the Escrow Agent the amount of \$443,975.00. Escrow Agent shall credit said amount to the Acquisition Fund established and to be held, applied and disbursed as herein provided.

Section 2.03. Purpose; Payment of Acquisition Costs. The Acquisition Fund shall be expended for the Acquisition Costs of the Equipment. Escrow Agent shall pay from the Acquisition Fund the Acquisition Costs of the Equipment, upon receipt from Lessee and Lessor the following items:

- (a) in the case of payment of any Acquisition Costs to Vendor pursuant to a contract or purchase order, (1) a duly executed Payment Request Form, with a true copy of the Vendor's statement attached, (2) where applicable, a duplicate original of any change order approved by Lessee and Lessor increasing Acquisition Costs in an amount in excess of the original purchase order or contract price, (3)

receipts from the Vendor showing proper application of prior requisitions, (4) bills of sale for any component of the Equipment for which a bill of sale may be delivered, and (5) an Acceptance Certificate with respect to the Equipment for which disbursement is requested;

- (b) in the case of any Acquisition Costs previously paid by Lessee for which it is seeking reimbursement, (1) a duly executed Payment Request Form, (2) a true copy of Vendor's statement for such Acquisition Costs, (3) evidence of payment, and (4) evidence of Lessee's declaration of official intent for reimbursement, which declaration shall have been made no later than 60 days after the Lessee paid the Acquisition Costs; or

- (c) in the case of payment of any other Acquisition Costs, a duly executed Payment Request Form.

Section 2.04. Escrow Agent's Compensation. As compensation for the services to be rendered hereunder, Lessee agrees to pay the Escrow Agent \$200.00 ("Escrow Agent's Compensation"). The Escrow Agent's Compensation shall be payable from interest earnings on the escrow account and will be paid upon disbursement of proceeds to the vendor and closing of the escrow account. If the interest earnings on the escrow account are not sufficient to pay the Escrow Agent's Compensation, Escrow Agent shall provide Lessee with an invoice for the shortfall and Lessee shall pay such amount to Escrow Agent upon demand. If funds remain in the Acquisition Fund, excluding Acquisition Costs and Escrow Agent's Compensation, after the full delivery and acceptance of the Equipment, then Lessee and Lessor agree such excess funds shall be retained by Escrow Agent as partial compensation for the performance of its obligations hereunder.

Section 2.05. Transfers Upon Completion. Upon the first to occur of (a) payment of all Acquisition Costs with respect to the Equipment; or (b) the one year anniversary of the Closing Date, Escrow Agent shall apply all remaining moneys in the Acquisition Fund to the next Rental Payment(s) due under the Agreement by paying such moneys directly to the Lessor or its assignees.

Section 2.06. Termination. If this Escrow Agreement is terminated by Lessor as authorized under Article VII and the Agreement, all moneys in the Acquisition Fund shall be paid to Lessor or assignees for application against moneys due to Lessor under the Agreement. In the event that Lessor provides to the Escrow Agent written notice of the occurrence of an Event of Default under the Agreement or the termination of the Agreement for any reason other than Lessee's payment of the applicable Purchase Option Price, Escrow Agent shall immediately remit any and all funds in the Acquisition Fund to Lessor.

ARTICLE III. MONEYS IN FUNDS: INVESTMENTS; TERMINATION

Section 3.01. Held in Trust. The moneys and investments held by the Escrow Agent under this Escrow Agreement are irrevocably held in trust for the benefit of the Lessee and for the purposes herein specified. Such moneys, and any income or interest earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not, to the extent permitted by applicable law, as otherwise expressly provided herein, be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessor or Lessee.

Section 3.02. Investments Authorized. Moneys held by the Escrow Agent hereunder may be invested, and upon written order of the Lessee Representative shall, be invested by the Escrow Agent in Qualified Investments. Such investments shall be registered in the name of the Escrow Agent and held by Escrow Agent which may act as a purchaser or agent in making or disposing thereof. Such investments and reinvestments shall be made giving full consideration for the time when funds will be required to be available for acquisition.

Section 3.03. Accounting. The Escrow Agent shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with this Escrow Agreement.

Section 3.04. Valuation and Disposition of Investments. For the purpose of determining the amount in the Acquisition Fund, all Qualified Investments credited to such fund shall be valued at cost (exclusive of accrued interest after the first interest payments following purchase). Escrow Agent may sell at the best price obtainable, or present for redemption, any Qualified Investment so purchased by Escrow Agent, whenever it shall be necessary in order to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the Acquisition Fund to which such Qualified Investment is credited and Escrow Agent shall not be liable or responsible for any loss resulting from such investment.

Section 3.05. Deposit of Moneys in Acquisition Fund. All moneys held by the Escrow Agent in the Acquisition Fund established pursuant to this Agreement, except such moneys which are at the time invested as herein provided, shall be deposited in demand or time deposits (which may be represented by time certificates of deposit) in any bank or trust company authorized to accept deposits of public funds (including the banking department of the Escrow Agent), and, as and to the extent required by law, shall be secured at all times by obligations which are eligible by law to secure deposits of public moneys. Such obligations shall be deposited with such bank or banks as may be selected by Escrow Agent, and held by or for the account of the Escrow Agent as security for such deposits.

Section 3.06. Termination. Unless earlier terminated pursuant to Article VII, this Escrow Agreement shall terminate upon the final distribution of all moneys in the Acquisition Fund.

ARTICLE IV. THE ESCROW AGENT

Section 4.01. Removal of Escrow Agent. The Lessee and Lessor, by written agreement between themselves, may by written request, at any time and for any reason, remove the Escrow Agent and any successor thereto, and shall thereupon appoint a successor or successors thereto, but any such successor shall have capital (exclusive of borrowed capital) and surplus of at least Ten Million Dollars (\$10,000,000), and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, pursuant to statute or to the requirements of any federal or state supervising or examining authority, to, then for the purposes of this Section the combined capital and surplus of such bank or trust company may be conclusively established for the purposes hereby in its most recent report of condition so published.

Section 4.02. Resignation of Escrow Agent. The Escrow Agent or any successor may at any time resign by giving written notice to the Lessee and Lessor of its intention to resign and of the proposed date of resignation, which shall be a date not less than 60 days after such notice, unless an earlier resignation date and the appointment of a successor Escrow Agent shall have been or are approved by Lessee and Lessor. Upon receiving such notice of resignation, the Lessee and Lessor shall promptly appoint a successor Escrow Agent by an instrument in writing; provided however, that in the event the Lessee and Lessor fail to appoint a successor Escrow Agent within 30 days following receipt of such written notice of resignation, Lessor may appoint a successor Escrow Agent, and in the event that Lessor fail to appoint a successor Escrow Agent within 30 days following the expiration of such initial 30-day period, the resigning Escrow Agent may petition the appropriate court having jurisdiction to appoint a successor Escrow Agent. Any resignation or removal of the Escrow Agent shall become effective only upon acceptance of appointment by the successor Escrow Agent.

Section 4.03. Appointment of Agent. The Escrow Agent may appoint an agent acceptable to the Lessee and Lessor to exercise any of the powers, rights or remedies granted to the Escrow Agent under this Escrow Agreement, and to hold title to property or to take any other action which may be desirable or necessary.

Section 4.04. Merger or Consolidation. Any company into which the Escrow Agent may be merged or converted, or with which it may be consolidated, or any company resulting from any merger, conversion or consolidation to which it shall be a party, or any company to which the Escrow Agent may sell or transfer all or substantially all of its corporate trust business (provided that such company shall be eligible under Section 4.02) shall be the successor to the Escrow Agent without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

Section 4.05. Protection and Rights of the Escrow Agent. The Escrow Agent shall be protected and shall incur no liability in acting or proceeding in good faith upon any resolution, notice, telegram, request, consent, waiver, certificate, statement, affidavit, voucher, bond, requisition or other paper or document which it shall in good faith believe to be genuine and to have been passed or signed by the proper board or person or to have been prepared and furnished pursuant to any of the provisions of this Escrow Agreement, and the Escrow Agent shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements. The Escrow Agent may consult with Independent Counsel who may be counsel to Lessor or Lessee, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith in accordance therewith.

Whenever in the administration of its duties under this Escrow Agreement, the Escrow Agent shall deem it necessary or desirable that a matter be established prior to taking or suffering any action hereunder, such matters (unless other evidence in respect thereof be herein specifically provided) shall be deemed to be conclusively proved and established by the certificate of the Lessee Representative or the Lessor Representative and such certificate shall be full warranty to the Escrow Agent for any action taken or suffered under the provisions of this Escrow Agreement upon the faith thereof, but in its discretion the Escrow Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Item 4.

The recitals, statements and representations by Lessee and Lessor contained in this Agreement shall be taken and construed as made by and on the part of the Lessee and Lessor, as the case may be, and not by the Escrow Agent, and the Escrow Agent does not assume, and shall not have, any responsibility or obligation for the correctness of any thereof.

The Escrow Agent may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers, and shall be entitled to advice of counsel concerning all matters of trust and its duty hereunder, and the Escrow Agent shall not be answerable for the default or misconduct of any such attorney, agent, or receiver selected by it with reasonable care. The Escrow Agent shall not be answerable for the exercise of any discretion or power under this Escrow Agreement or for anything whatsoever in connection with the funds and accounts established hereunder, except only for its own willful misconduct or gross negligence.

ARTICLE V. ASSIGNMENTS; AMENDMENTS

Section 5.01. Assignment. Except as expressly herein provided to the contrary; the rights and duties of each of the parties under this Escrow Agreement shall not be assignable to any person or entity without the written consent of all of the other parties. Notwithstanding the above, Lessor may freely assign all or any part of its interest in this Agreement and the Acquisition Fund established hereunder in connection with an assignment by Lessor of the Agreement, subject to the provisions contained therein.

Section 5.02. Amendments. This Escrow Agreement may be amended in writing by agreement among all of the parties.

ARTICLE VI. FURTHER ASSURANCES

Section 6.01. Further Assurances. Lessor and Lessee will make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Escrow Agreement, and for better assuring and confirming the rights and benefits provided herein.

ARTICLE VII. DEFAULT OR NON-APPROPRIATION

Section 7.01. Default.

- (a) Lessor shall have the right to terminate this Escrow Agreement upon an Event of Default under the Agreement, or termination of the Agreement pursuant to Section 4.05 thereof, which right shall not be exercised less than 15 days after Lessor shall have given Lessee written notice of such default or termination for non-appropriation. Upon receipt of notice of termination from Lessor, Escrow Agent shall pay to Lessor, or its assignee, all moneys in the Acquisition Fund in accordance with Section 2.06.
- (b) In the event of the failure by any party hereto to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Escrow Agreement, any non-defaulting party hereto shall have all of the rights and remedies now or hereafter existing at law or in equity against the defaulting party.
- (c) No delay or omission to exercise any such right or power accruing upon any default shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VIII. LIMITATION OF LIABILITY

Section 8.01. Limited Liability of Escrow Agent. Escrow Agent shall have no obligation or liability to any of the other parties under this Escrow Agreement for the failure or refusal of any other party to perform any covenant or agreement made by any of it hereunder or under the Agreement, but shall be responsible solely for the business-like performance of the duties expressly imposed upon Escrow Agent hereunder. The recitals of facts, covenants and agreements herein contained pertaining to Lessee and Lessor shall be taken as statement, covenants and agreements of the Lessee or Lessor (as the case may be), and Escrow Agent assumes no responsibility for the correctness of the same, or makes any representation as to the validity or sufficiency of this Escrow Agreement, or shall incur any responsibility in respect thereof, other than in connection with the duties or obligations herein imposed upon it. Escrow Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

Section 8.02. Indemnification. To the extent permitted by applicable law, Lessee agrees to indemnify and save Escrow Agent harmless from and against all claims, suits and actions brought against it, or to which it is made a party, and from all losses and damages, including without limitation reasonable, attorney fees and court costs suffered by it as a result thereof, where such claim, suit or action arises in connection with this Escrow Agreement, the transactions described herein and in the Agreement or the Escrow Agent's employment as an Escrow Agent by Lessee and Lessor. Notwithstanding the foregoing, such indemnification shall not extend to claims, suits and actions brought against the Escrow Agent for failure to perform and carry out the duties specifically imposed upon and to be performed by it pursuant to this Escrow Agreement and claims, suits or actions arising from events solely and directly attributable to acts of Lessor. In the event the Lessee is required to indemnify Escrow Agent as herein provided, Lessee shall be subrogated to the rights of the Escrow Agent to recover such losses or damages from any other person or entity.

Section 8.03. Discretion of Escrow Agent to File Civil Action in the Event of Dispute. If Lessor or Lessee are in disagreement about the interpretation of this Escrow Agreement, or about the rights and obligations, or the propriety of any action contemplated by Escrow Agent hereunder, Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. Escrow Agent shall be indemnified by Lessee in accordance with Section 8.02 for all costs in connection with such civil action, and shall be fully protected in suspending all or part of its activities under this Escrow Agreement until a final judgment in such action is received.

Section 8.04. Opinion of Counsel. Before being required to take any action, the Escrow Agent may require (i) an opinion of Independent Counsel acceptable to the Escrow Agent, which counsel may be counsel to any of the parties hereto, and which opinion shall be made available to the other parties hereto, or (ii) a verified certificate of any party hereto, or (iii) both (i) and (ii), concerning the proposed action. Escrow Agent shall be absolutely protected in relying thereon if it does so in good faith.

Section 8.05. Limitation of Rights to Parties. Nothing in this Escrow Agreement, expressed or implied, is intended or shall be construed to give any person other than the Lessee, Lessor or the Escrow Agent any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenant, condition or provision hereof; and all such covenants, conditions and provisions are and shall be for the sole and exclusive benefit of the Lessee, Lessor and Escrow Agent.

ARTICLE IX. MISCELLANEOUS

Item 4.

Section 9.01. Records. The Escrow Agent shall keep complete and accurate records of all moneys received and disbursed under this Escrow Agreement which shall be available for inspection by the Lessee, Lessor, or the agent of either of them, at any time during regular business hours.

Section 9.02. Notices. All written notice to be given under this Escrow Agreement shall be given by mail to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other parties in writing from time to time. Any such notice shall be deemed to have been received 72 hours after deposit in the United States mail in registered or certified form, with postage fully prepaid.

Section 9.03. Governing Laws. This Escrow Agreement shall be construed and governed in accordance with the laws of the State of Kansas.

Section 9.04. Partial Invalidity. Any provision of this Escrow Agreement found to be prohibited by laws shall be ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Escrow Agreement.

Section 9.05. Binding Effect; Successors. This Escrow Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Whenever in this Escrow Agreement any party hereto is named or referred to, such references shall be deemed to include permitted successors or assigns thereof, and all covenants and agreements contained in this Escrow Agreement by or on behalf of any party hereto shall bind and inure to the benefit of permitted successors and assigns thereof whether or not so expressed.

Section 9.06. Execution in Counterparts. This Escrow Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

Section 9.07. Headings. The headings or titles of the several Articles and Sections hereof, and any tables of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Escrow Agreement. All references herein to "Articles", "Sections", and other subdivisions are to the corresponding Articles, Sections, or subdivisions of this Escrow Agreement; and the words "herein", "hereof", "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the date and year first above written.

ESCROW AGENT:

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

Blake Kaus, VP

LESSOR:

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

Blake Kaus, VP

LESSEE:

City of Joshua
101 South Main Street
Joshua, TX76058

Mike Peacock, City Manager

EXHIBIT A
PAYMENT REQUEST FORM

Item 4.

Community First National Bank, Escrow Agent under an Escrow Agreement dated as of 12/28/2025, by and among the said Escrow Agent, Community First National Bank (Lessor), and the City of Joshua, (Lessee) is hereby requested to pay, from the Equipment Acquisition Fund held under said Escrow Agreement, to the persons, firms or corporation designated below as payee, the amount set forth opposite each such person's firm's or corporation's name, in payment of the Acquisition Costs (as defined in said Escrow Agreement) of the Equipment described on the attached page(s) designated opposite such Payee's name and account.

<u>Payee</u>	<u>Equipment</u>	<u>Amount</u>

VOID

TO BE UTILIZED AS A SIGNATURE CARD ONLY

By executing this Payment Request Form the Lessee hereby represents that the Payee or Payees listed above who are requesting payment have delivered the Equipment or a portion of the Equipment or performed the services to the satisfaction of the Lessee and that the amounts requested above by the Payee or Payees are proportionate with the value of the Equipment delivered or services rendered by the Payee or Payees.

Partial Disbursement. The undersigned certifies that the following documents are attached to this Payment Request Form when there is a request for a partial release of funds from the Escrow Account to pay for a portion of the Equipment: (1) Invoice from the Vendor, (2) copy of the agreement between Lessee and Vendor (if requested by the Lessor or Escrow Agent), (3) front and back copy of the original MSO/Title (if payment from Escrow Account is for a chassis) listing Community First National Bank and/or its assigns as the first lien holder. By executing this Payment Request Form and attaching the documents as required above, the Lessee shall be deemed to have accepted this portion of the Equipment for all purposes under the Lease, including, without limitation, the obligation of Lessee to make the Rental Payments with respect thereto in a proportionate amount of the total Rental Payment. By executing this Payment Request Form Lessee agrees that Lessee is the title owner to this portion of the Equipment and that in the event that any third party makes a claim to such title that Lessee will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to this portion of the Equipment and keep the Lease in full force and effect.

Final Disbursement. The undersigned certifies that the following documents are attached to this Payment Request Form when there is a final release of funds from the Escrow Account: (1) Final Vendor Invoice, (2) Signed Acceptance Certificate, (3) Insurance Certificate, (4) front and back copy of the original MSO/Title listing Community First National Bank and/or its assigns as first lien holder (if not already received). By executing this Payment Request Form and attaching the documents as required above, the Lessee shall be deemed to have accepted the Equipment for all purposes under the Lease, including, without limitation, the obligation of Lessee to make the Rental Payments with respect thereto. By executing this Payment Request Form Lessee certifies that Lessee is the title owner to the Equipment and that in the event that any third party makes a claim to such title that Lessee will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to the Equipment and keep the Lease in full force and effect.

LESSEE:
City of Joshua

Mike Peacock, City Manager

Signature

Signature of additional authorized individual (optional)

Name and Title

TAX COMPLIANCE AGREEMENT AND NO ARBITRAGE CERTIFICATE

Item 4.

This Tax Compliance Agreement and No Arbitrage Certificate is issued in connection with that certain Schedule of Equipment No. 01, dated 12/28/2025 to Master Equipment Lease Purchase Agreement dated as 12/28/2025 by and between Community First National Bank, ("Lessor") and City of Joshua ("Lessee").

1. In General.

1.1. This Certificate is executed for the purpose of establishing the reasonable expectations of Lessee as to future events regarding the financing of certain equipment by Lessee as described in the Schedule of Equipment No. 01, dated 12/28/2025 to Master Equipment Lease Purchase Agreement dated as of 12/28/2025 (the "Lease") between Lessor and Lessee and all related documents executed pursuant thereto and contemporaneously herewith with respect to the financing of the acquisition of One (1) New Rosco Maximizer 3B 1900 Distributor on Freightliner Chassis and One (1) New Caterpillar 420 C4EX Backhoe Loader of equipment (the "Equipment") by Lessor for Lessee (the Lease and such other documents are hereinafter collectively referred to as the "Financing Documents").

1.2. The individual executing this Certificate on behalf of Lessee is an officer of Lessee delegated with the responsibility of reviewing and executing the Financing Documents.

1.3. To the best of the undersigned's knowledge, information and belief, the expectations contained in this Certificate are reasonable.

1.4. Lessee has not been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose certifications as to arbitrage may not be relied upon.

1.5. The rental payments due under the Financing Documents will be made with monies retained in Lessee's general operating fund (or an account or sub account therein). No sinking, debt service, reserve or similar fund or account will be maintained for the payment of the rental payments due under the Financing Documents or pledged as security therefor.

1.6. If any other governmental obligations were or are being issued by or on behalf of Lessee within fifteen (15) days of the date of issuance of the Financing Documents, such obligations either (i) were not or are not being issued or sold pursuant to a common plan of financing with, or (ii) will not be paid out of substantially the same source of funds as, the financing pursuant to the Financing Documents.

2. Purpose of the Financing Documents.

2.1. The Financing Documents are being entered into for the purpose of providing funds for financing the cost of acquiring, equipping and installing the Equipment which is essential to the governmental functions of Lessee, which Equipment is described in the Equipment Description executed and delivered by Lessee pursuant to the Financing Documents. The principal amount represented by the Financing Documents, or \$443,975.00 will be deposited in escrow by Lessor at closing and held by Community First National Bank, as Escrow Agent (the "Escrow Agent") pending acquisition of the Equipment under the terms of that certain Escrow Agreement dated as of 12/28/2025 (the "Escrow Agreement"), by and among Lessor, Lessee and Escrow Agent.

2.2. No portion of the principal amount represented by the Financing Documents will be used as a substitute for other funds which were otherwise to be used as a source of financing for the Equipment, or will be used, directly or indirectly, to replace funds used by Lessee to acquire investments which produce a yield materially higher than the yield to Lessor under the Financing Documents.

2.3. Lessee does not expect to sell or otherwise dispose of the Equipment, in whole or in part, at a date which is earlier than the final rental payment due under the Financing Documents.

3. Source and Disbursement of Funds.

3.1. The principal amount represented by the Financing Documents does not exceed the amount necessary for the governmental purpose for which the Financing Documents were entered into. Such funds are expected to be needed and fully expended for payment of the costs of acquiring, equipping and installing the items of Equipment.

3.2. It is contemplated that the entire amount deposited in escrow will be used to pay the acquisition cost of Equipment to the vendors or manufacturers thereof, provided that a portion of the principal amount may be paid to Lessee within such period as reimbursement for Acquisition Costs already made by it so long as the conditions set forth in Section 3.3 below are satisfied.

3.3. Lessee shall not request that it be reimbursed for Equipment acquisition cost payments already made by it unless the following conditions have been satisfied:

(a) Lessee made a declaration of its reasonable intention to reimburse the acquisition cost payment sought to be reimbursed with the proceeds of a borrowing not later than sixty (60) days after the date on which it made the payment, which declaration satisfies the "Official Intent Requirement" set forth in Treas. Reg. Sec.1.150-2;

(b) The reimbursement being requested will be made by written allocation before the later of eighteen (18) months after the acquisition cost payment was made or eighteen (18) months after the items of Equipment to which such payment relates were placed in service;

(c) The entire payment with respect to which reimbursement is being sought is a capital expenditure, being a cost of type properly chargeable to a capital account under general federal income tax principles; and

(d) Lessee will use any reimbursement payment for general operating expenses and not in a manner which could be construed as an artifice or device under Treas. Reg. Sec. 1. 148-10 by, virtue of, among other things, use to refund, or to create or increase a sinking, reserve or replacement fund with respect to, any other obligations issued by it.

4. Temporary Period.

4.1. Lessee expects, within six months from the date of issuance of the Financing Documents, (a) to have had disbursed from escrow an amount in excess of the lesser 2 1/2% of the amount deposited by Lessor in escrow or \$100,000, or (b) to enter into binding obligations with third parties obligating Lessee to spend such amount.

4.2. The ordering and acceptance of the items of Equipment will proceed with due diligence to the date of final acceptance of the Equipment.

4.3. The items of Equipment being acquired by Lessee will be delivered at various times. At least 15% of the sum of the amount deposited in escrow and the reasonably anticipated interest earnings thereon will be used to pay the acquisition price of items of Equipment within six months from the date of issuance of the Financing Documents; at least 60% of the sum of the amount deposited in escrow and the reasonably anticipated interest earnings thereon will be used to pay the acquisition cost of items of Equipment within 12 months from the date of issuance of the Financing Documents; and 100% of the amount deposited in escrow and interest earnings thereon will be used to pay the acquisition cost of items of Equipment prior to 18 months from the date of issuance of the Financing Documents.

4.4. The total acquisition cost of the Equipment is not required to be paid to the vendors or manufacturers thereof until the Equipment has been accepted by Lessee.

5. Escrow Account.

5.1. The Financing Documents provide that the monies deposited in escrow shall be invested until payments to the vendor(s) or manufacturer(s) of the Equipment are due. Lessee will ensure that such investment will not result in Lessee's obligations under the Financing Documents being treated as an "arbitrage bond" or a "federally guaranteed bond" within the meaning of Section 148(a) or Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code"), respectively. Any monies which are earned from the investment of these funds shall be labeled as interest earned. All such monies will be disbursed on or promptly after the date that Lessee accepts the equipment.

6. Exempt Use.

6.1. No part of the proceeds of the Financing Documents or the Equipment will be used in any "private business use" within the meaning of 141(b)(6) of the Internal Revenue Code of 1986, as amended.

Item 4.

6.2. No part of the proceeds of the Financing Documents will be used, directly or indirectly, to make or finance any loans to non-governmental entities or to any governmental agencies other than Lessee.

7. No Federal Guarantee.

7.1. Payment of the principal or interest due under the Financing Documents is not directly or indirectly guaranteed, in whole or in part, by the United States or an agency or instrumentality thereof.

7.2. No portion of the proceeds under the Financing Documents shall be (i) used in making loans, the payment of principal or interest of which are to be guaranteed, in whole or in part, by the United States or any agency or instrumentality thereof, or (ii) invested, directly or indirectly, in federally insured deposits or accounts if such investment would cause the financing under the Financing Documents to be federally guaranteed within the meaning of Section 149(b) of the Code.

8. Miscellaneous.

8.1. Lessee agrees to comply with the rebate requirement set forth in Section 148(f) of the Code in the event that for any reason it is applicable to the financing pursuant to Financing Documents.

8.2. Lessee shall keep a complete and accurate record of all owners or assignees of the Financing Documents in form and substance satisfactory to comply with Section 149(a) of the Code unless Lessor or its assignee agrees to act as Lessee's agent for such purpose.

8.3. Lessee shall maintain complete and accurate records establishing the expenditure of the proceeds of the Financing Documents and interest earnings thereon for a period of five years after payment in full under the Financing Documents.

IN WITNESS WHEREOF, this Tax Compliance Agreement and No Arbitrage Certificate has been executed on behalf of Lessee as of the date set forth below.

LESSEE:

City of Joshua

Mike Peacock, City Manager

Date

Information Return for Tax-Exempt Governmental Bonds

► Under Internal Revenue Code section 149(e)

► See separate instructions.

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.

OMB No. 1545-0047

Item 4.

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 12/28/2025
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	
15 Environment (including sewage bonds)	15	
16 Housing	16	
17 Utilities	17	
18 Other. Describe ► Public Works-Distributor and Backhoe Loader	18	\$ 443,975.00
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	12/28/2032	\$ 443,975.00	\$ N/A	7 years	4.974 %

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.

► _____ Mike Peacock, City Manager
 Signature of issuer's authorized representative Date 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.			



**City Council Agenda
January 15, 2026**

Ordinance

Action Item

Agenda Description:

Discuss, consider, and possible action on an Ordinance ordering a General Election to be held on May 2, 2026, for City Council Place 2 and Place 5, each for a three-year term. (Staff Resource: A. Holloway)

Background Information:

Pursuant to the Texas Election Code, the City Council is required to order a General Election. The proposed ordinance authorizes the Mayor and City Council to formally call the City of Joshua General Election to be held on May 2, 2026, for the purpose of electing City Councilmembers for Place 2 and Place 5, each for a three-year term.

Section 85.005 of the Texas Election Code requires early voting to be conducted at the main early voting polling place for a minimum of nine (9) hours each weekday during the early voting period. As a result, Joshua City Hall will now be required to be open for election services for nine (9) hours on Fridays during early voting.

Additionally, Section 85.005 no longer requires political subdivisions to designate two weekdays with extended early voting hours of at least twelve (12) hours at the main early voting polling place. However, a city may elect to offer extended weekday early voting hours if it determines that doing so would best serve its voters. Any extended early voting hours must be included in the original order ordering the election.

Early voting for the May 2, 2026, General Election will be conducted at Joshua City Hall, with Election Day voting taking place in the Community Room near the Library.

Beginning in 2027, election dates, times, and polling locations will change in accordance with Senate Bill 2753.

Financial Information:

Estimated cost is \$5600.00

City Contact and Recommendations:

Alice Holloway, City Secretary

Item 2.

Attachments:**1. Ordinance**

**CITY OF JOSHUA, TEXAS
ORDINANCE NO. -2026**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, ORDERING A GENERAL ELECTION TO BE HELD ON SATURDAY, MAY 2, 2026, FOR THE PURPOSE OF ELECTING A COUNCIL MEMBER PLACE 2 FOR THREE (3) YEAR TERM AND COUNCIL MEMBER PLACE 5 FOR THREE (3) YEAR TERM; PROVIDING FOR THE DESIGNATION OF THE POLLING PLACE AND MANNER OF HOLDING SAID ELECTION; PROVIDING FOR THE DESIGNATION OF THE EARLY VOTING POLLING PLACE; PROVIDING FOR THE DESIGNATION OF THE EARLY VOTING CLERK; PROVIDING FOR THE POSTING AND PUBLICATION OF NOTICE; PROVIDING FOR THE APPOINTMENT OF ELECTION OFFICERS; PROVIDING A SEVERABILITY AND CONFLICTS CLAUSE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the City of Joshua, Texas, is a Home Rule Municipality located in Johnson County, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the City has or will enter into a Joint Election Agreement with Joshua Independent School District to hold the general election as a joint election on Election Day.

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

SECTION 2

A general election of the City shall be held on May 2, 2026, between the hours of 7:00 a.m. and 7:00 p.m., for the purpose of electing a Council Member Place 2 and Council Member Place 5 for three (3) year term each.

The candidate receiving a majority of the votes cast for each place shall be declared elected. If no candidate receives a majority of all votes cast for an office, the City Council shall, upon declaring the official results of the election, immediately order a runoff election for each office remaining to be filled.

SECTION 3

Voting on the date of the election, and early voting, therefore, shall be by the use of a lawfully approved voting system. The preparation of the voting equipment to be used in connection with such voting system and the official ballots for the election shall conform to the Texas Election Code.

SECTION 4

The City of Joshua, Texas, shall constitute one (1) precinct for the election. The polling place for Election Day is hereby designated as the Joshua Community Room, 907 S. Broadway, Joshua, Texas.

SECTION 5

Early voting by personal appearance will be held at Joshua City Hall, 101 S. Main Street, Joshua, Texas, during regular business hours, which shall be from 8:00 a.m. to 5:00 p.m. on each day that is not a Friday, Saturday, Sunday, or official State holiday, and from 8:00 am to 12:00 pm (noon) on each day that is a Friday commencing on Tuesday, April 20, 2026, and continuing through Tuesday, April 28, 2026. Extended hours for early voting shall be Monday, April 27, 2026, from 7:00 a.m. to 7:00 p.m. and Tuesday, April 28, 2026, from 7:00 a.m. to 7:00 p.m.

SECTION 6

The City Secretary is hereby appointed to serve as the Early Voting Clerk and may appoint the necessary Deputy Clerks as required for Early Voting. Applications for ballots by mail shall be mailed to the City Secretary, City of Joshua, 101 S. Main Street, Joshua, Texas 76058.

SECTION 7

The City Secretary is hereby authorized and directed to file, publish, and/or post, in the time and manner prescribed by law, all notices required to be so filed, published, and/or posted in connection with the conduct of this election.

SECTION 8

The election shall be conducted pursuant to the election laws of the State of Texas.

SECTION 9

The Election Judge is Carol Filley, and the Alternate Judge is Elizabeth Webb.

The Election Judge may appoint such other clerks as needed to serve and assist in the conduct of the election.

The Election Judge and Alternate Judge for the general election shall also serve as the

Presiding Judge and Alternate Presiding Judge for the Early Voting Ballot Board and are hereby directed to perform the duties required by the Texas Election Code, a member of the Early Voting Ballot Board for the Election.

SECTION 10

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 11

This Ordinance shall take effect from and after its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, ON THIS THE 15th DAY OF JANUARY 2026.

Scott Kimble, Mayor

ATTEST:

Alice Holloway, City Secretary

APPROVED AS TO FORM:

Terrence S. Welch, City Attorney



**City Council Agenda
January 15, 2026**

Ordinance

Action Item

Agenda Description:

Discuss, consider, and possible action on an Ordinance amending the FY 2026 budget. (Staff Resource: M. Freelen)

Background Information:

Financial Information:

City Contact and Recommendations:

Marcie Freelen, Finance Director

Attachments:

- 1. Budget Amendment**
- 2. Ordinance**



FY 2025-26 Budget Amendment

General Fund

	GL Account Number	GL Account Name	Adopted Budget	Adjustment	Amended Budget
Revenues					\$0.00
					\$0.00
					\$0.00
	Total Revenues Added			\$0.00	\$0.00
Expenditures					
	100-32-500311	Vehicle R & M	\$2,601.00	\$2,711.00	\$5,312.00
	100-31-500311	Vehicle R & M	\$12,519.00	\$11,650.00	\$24,169.00
	100-31-500213	Uniforms	\$5,667.00	\$2,375.00	\$8,042.00
	100-31-500310	Fuel, Oil & Service	\$29,993.00	(\$2,375.00)	\$27,618.00
	100-13-500110	Salaries	\$113,192.00	\$20,625.00	\$133,817.00
	100-13-500112	Worker's Comp	\$212.00	\$39.00	\$251.00
	100-13-500120	Payroll Taxes	\$1,762.00	\$416.00	\$2,178.00
	100-13-500140	TMRS	\$12,193.00	\$2,216.00	\$14,409.00
	100-11-500330	Building R & M	\$71,440.00	\$10,000.00	\$81,440.00
	100-10-500943	Technology Replacements	\$31,308.17	\$2,000.00	\$33,308.17
	100-10-500943	Technology Replacements	\$31,308.17	\$3,300.00	\$34,608.17
	100-12-500240	Election Expenses	\$5,600.00	\$4,500.00	\$10,100.00
	100-97-597600	Transfer to Debt Service	\$0.00	\$366,088.00	\$366,088.00
	total expenses subtracted			\$423,545.00	
	total revenues subtracted			\$0.00	
	net change			\$423,545.00	



FY 2025-26 Budget Amendment

Type A

	GL Account Number	GL Account Name	Adopted Budget	Adjustment	Amended Budget
Revenues					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
	Total Revenues Added			\$0.00	\$0.00
Expenditures	200-23-500800	Events	\$15,000.00	\$18,000.00	\$33,000.00
	200-23-500853	Joshua Area Chamber of Commerce	\$18,000.00	(\$18,000.00)	\$0.00
	200-23-500909	Miscellaneous	\$0.00	\$7,992.00	\$7,992.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
	total expenses added			\$7,992.00	
	total revenues added			\$0.00	
	net change			\$7,992.00	



FY 2025-26 Budget Amendment

Debt Service

	<u>GL Account Number</u>	<u>GL Account Name</u>	<u>Adopted Budget</u>	<u>Adjustment</u>	<u>Amended Budget</u>
Revenues	600-90-491100	Transfer from General Fund	\$0.00	\$366,088	\$366,088
					\$0
					\$0
	Total Revenues Added			\$366,088	\$366,088
Expenditures					\$0
					\$0
		total expenses added		\$0	
		total revenues added		\$366,088	
		net change		\$366,088	

CITY OF JOSHUA, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, ADOPTING BUDGET AMENDMENT NUMBER TWO PERTAINING TO THE FISCAL YEAR 2026 BUDGET; AND PROVIDING FOR SAID ORDINANCE TO TAKE IMMEDIATE EFFECT.

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

WHEREAS, Section 6.08 of the City of Joshua Home-Rule Charter authorizes the amending of the Fiscal Year 2026 (FY26) Budget; and

WHEREAS, as required by the City Charter, the City Manager has prepared an amended budget for certain revenues and expenditures in the FY26 Budget and submitted it to the City Council for its approval. A true and correct copy is attached as Exhibit "A".

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

SECTION 1. The findings set forth above are incorporated into the body of this ordinance as if fully set forth herein.

SECTION 2. Pursuant to the City Charter requirements of the City of Joshua, Texas, the budget amendment for FY26, attached as Exhibit "A", is hereby authorized and approved.

SECTION 3. Pursuant to the City Charter requirements, this ordinance and budget amendment shall become an attachment to the original budget.

SECTION 4. This ordinance shall become effective from and after its passage and is so ordained.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, ON THE 15th DAY OF JANUARY 2026.

APPROVED:

Scott Kimble, Mayor

ATTEST:

Alice Holloway, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, City Attorney



**City Council Agenda
January 15, 2026**

Minutes Resolution

Action Item

Agenda Description:

Public hearing on a request for a zoning change regarding approximately 2.0 acres of land in the W.W. Byers Survey, Tract 38PT, Abstract Number 29, City of Joshua, Texas, located at 724 County Road 909, to change from (R-1) Single Family Residential District to the (R-1L) Single Family Residential Large Lot 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 2.0 acres.

ZONING: The property is zoned (R-1) Single Family Residential District

ANALYSIS:

- The applicant intends to build a home and have livestock. The Ordinance requires 1 acre per head of livestock.
- The current Single Family Residential zoning does not allow livestock.
- Rezoning to R-1L is consistent with surrounding development patterns and the Future Land Use Plan.
- Utilities and infrastructure appear to be available or can be extended at the cost of the developer 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 Planning and Zoning and City Council public hearing.

City Contact and Recommendations:

Aaron Maldonado, Assistant City Mgr.

Item 4.

Staff recommends approval.

Prepared By:

Nora Fussner, Directory of Economic Development

Attachments:

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



City of Joshua – Development Services
105 S Main St, Joshua, TX 76058 – (817) 558-7447 Ext: 2013

City of Joshua Development Services Universal Application

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

Project Information

Project Name: 909 lot.
 Project Address (Location): 1011 CR 909
 Existing Zoning: R-1 Proposed Zoning: R-1L
 Existing Use: Residential ag Proposed Use: _____
 Existing Comprehensive Plan Designation: _____ Gross Acres: _____

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

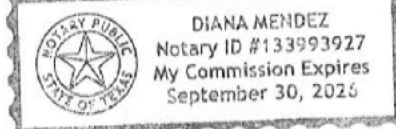
Applicant: <u>Anthony Castello</u>	Company: _____
Address: <u>1421 Old Bridge Rd.</u>	Phone #: _____
City: <u>Cleburne</u> State: <u>TX</u> Zip: <u>76033</u>	Email: _____
Property Owner: <u>Same</u>	Company: _____
Address: _____	Phone #: _____
City: _____ State: _____ Zip: _____	Email: _____
Key Contact: <u>Ana Vasquez</u>	Company: <u>Nova Builder LLC</u>
Address: <u>9518 CR 913A</u>	Phone #: _____
City: <u>Joshua</u> State: <u>TX</u> Zip: <u>76058</u>	Email: _____

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

SIGNATURE: [Signature]
 (Letter of authorization required if signature is other than property owner)

Print or Type Name: Anthony Castello
 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 3 day of October, 2025

[Signature]
 Notary Public



Signature: [Signature] Date: 10-3-25

For Department Use Only

25-00895-01
 Case No.: P225-02
 Project Manager: Ana Vasquez
 Total Fee(s): 500 + 2,500 Dep
 Check No.: C/C
 Date submitted: 11/4/25
 Accepted By: em
 Date of Completed App: _____

12/3/25 meeting

<https://www.fastgovpay.com/joshua>

City of Joshua (CT)

101 SOUTH MAIN STREET

JOSHUA, TX

8175587447

Order ID: 1191563

Ref #: 808507360881

Desc: Approval

Auth #: 03260Q

Batch #: 650

MID: *****9880

11/04/2025

16:54:42 PM

25-00895-01

\$3,000.00

Subtotal:

\$3,000.00

SRVCFEE

\$105.00

Total:

\$3,105.00

EMV Contact

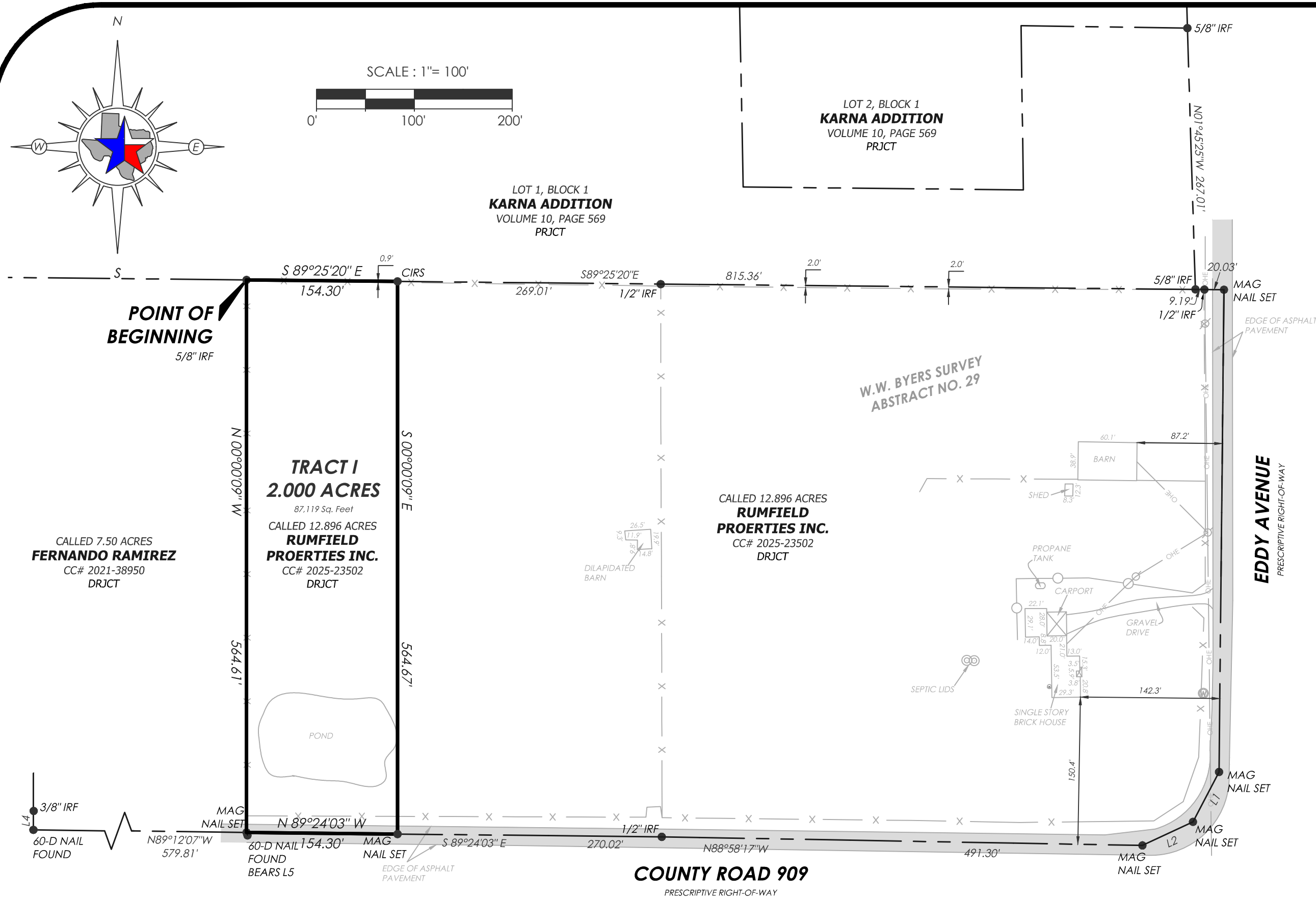
MC *****2105

VASQUEZ/JESUS

Route: EMV Contact

Approved

Thank you for your payment!



GENERAL NOTES

- THIS SURVEY WAS PREPARED WITH THE BENEFIT OF THE COMMITMENT FOR TITLE INSURANCE, ISSUED BY TRULY TITLE, GF NO. 25005229-30, EFFECTIVE DATE: JULY 8, 2025. ISSUE DATE: JULY 22, 2025. THIS SURVEYOR HAS NOT PERFORMED ANY RESEARCH IN REGARDS TO EASEMENTS AFFECTING THE PROPERTY.
- THE BEARINGS SHOWN HEREON ARE IN REFERENCE TO THE TEXAS COORDINATE SYSTEM - NORTH CENTRAL ZONE, 4202
- ALL CORNERS CALLED CIRS ARE 5/8 INCH CAPPED IRON RODS SET STAMPED "LONESTAR RPLS6882".
- THIS SURVEY REFLECTS THE ABOVE GROUND INDICATIONS OF UTILITIES. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE, OR ABANDONED. FURTHER, THE SURVEYOR DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THE SURVEYOR HAS NOT PHYSICALLY LOCATED ALL THE UNDERGROUND UTILITIES, OR OTHER BURIED FEATURES, BUT HAS MADE AN ATTEMPT TO LOCATE THOSE VISIBLE OR INDICATED AS ACCURATELY AS POSSIBLE.

FLOOD STATEMENT

ACCORDING TO COMMUNITY PANEL NUMBER 48251C0160J, DATED DECEMBER 4, 2012, THIS PROPERTY LIES WITHIN ZONE "X" WHICH IS NOT A SPECIAL FLOOD HAZARD AREA. IF THIS SITE IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA, THIS STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN MADE OR NATURAL CAUSES. THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

EXECUTED THIS THE 21ST DAY OF AUGUST, 2025.

Marshall Miller

MARSHALL W. MILLER
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6882



PROJECT NUMBER: 250713
REVISED DATE:
REVISION NOTES:

SHEET 1 OF 1

METES AND BOUNDS DESCRIPTION

TRACT I

BEING A 2.000 ACRE TRACT OF LAND SITUATED IN THE W.W. BYERS SURVEY, ABSTRACT NUMBER 29, CITY OF JOSHUA, JOHNSON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 12.896 ACRE TRACT OF LAND DESCRIBED BY DEED TO RUMFIELD PROPERTIES, INC., RECORDED IN COUNTY CLERK'S INSTRUMENT NUMBER 2025-23502, DEED RECORDS, JOHNSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8" IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID CALLED 12.896 ACRE TRACT, SAME BEING THE NORTHEAST CORNER OF A CALLED 7.50 ACRE TRACT OF LAND DESCRIBED BY DEED TO FERNANDO RAMIREZ, RECORDED IN COUNTY CLERK'S INSTRUMENT NUMBER 2021-38950, DEED RECORDS, JOHNSON COUNTY, TEXAS, AND BEING ON THE SOUTH LINE OF LOT 1, BLOCK 1, KARNA ADDITION, AN ADDITION TO THE CITY OF JOSHUA, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 10, PAGE 569, PLAT RECORDS, JOHNSON COUNTY, TEXAS;

THENCE SOUTH 89 DEGREES 25 MINUTES 20 SECONDS EAST, ALONG THE NORTH LINES OF SAID CALLED 12.896 ACRE TRACT, BEING COMMON WITH SAID CALLED 7.0 ACRE TRACT, BEING COMMON WITH THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 154.30 FEET, TO A 5/8" CAPPED IRON ROD SET STAMPED "LONESTAR 6882" ON THE NORTH LINE OF SAID CALLED 12.896 ACRE TRACT AND BEING ON THE SOUTH LINE OF LOT 1, FROM WHICH A 1/2" IRON ROD FOUND ON THE NORTH LINE OF SAID CALLED 12.896 ACRE TRACT BEARS 89 DEGREES 25 MINUTES 20 SECONDS EAST, A DISTANCE OF 269.01 FEET;

THENCE SOUTH 00 DEGREES 00 MINUTES 09 SECONDS EAST, DEPARTING SAID COMMON LINE, OVER AND ACROSS SAID CALLED 12.896 ACRE TRACT, A DISTANCE OF 564.67 FEET, TO A MAG NAIL SET ON THE SOUTH LINE OF SAID CALLED 12.896 ACRE TRACT AND BEING IN THE APPROXIMATE CENTERLINE OF COUNTY ROAD 909, A PREScriptive RIGHT-OF-WAY, FROM WHICH A 1/2" IRON ROD FOUND ON THE SOUTH LINE OF SAID CALLED 12.896 ACRE TRACT BEARS SOUTH 89 DEGREES 24 MINUTES 03 SECONDS EAST, A DISTANCE OF 270.02 FEET;

THENCE NORTH 89 DEGREES 24 MINUTES 03 SECONDS WEST, ALONG THE SOUTH LINE OF SAID CALLED 12.896 ACRE TRACT, A DISTANCE OF 154.30 FEET, TO A MAG NAIL SET FOR THE SOUTHWEST CORNER OF SAID CALLED 12.896 ACRE TRACT, SAME BEING THE SOUTHEAST CORNER OF SAID CALLED 7.50 ACRE TRACT, FROM WHICH A 60D NAIL FOUND BEARS SOUTH 18 DEGREES 40 MINUTES 30 SECONDS EAST, A DISTANCE OF 3.16 FEET;

THENCE NORTH 00 DEGREES 00 MINUTES 09 SECONDS WEST, DEPARTING SAID SOUTH LINE, ALONG THE WEST LINE OF SAID CALLED 12.896 ACRE TRACT, BEING COMMON WITH THE EAST LINE OF SAID CALLED 7.50 ACRE TRACT, A DISTANCE OF 564.61 FEET TO THE **POINT OF BEGINNING**, AND CONTAINING 2.000 ACRES OR 87,119 SQUARE FEET OF LAND, MORE OR LESS.

ATTENTION TO SCHEDULE B ITEMS

A. TERMS AND PROVISIONS CONTAINED IN THAT CERTAIN AFFIDAVIT TO THE PUBLIC AS TO PERMITTING OF ON-SITE WASTEWATER TREATMENT SYSTEM, RECORDED IN/UNDER VOLUME 2076 PAGE 146, OFFICIAL PUBLIC RECORDS, JOHNSON, TEXAS. (TRACTS 3 AND 2)

DOES AFFECT AND IS BLANKET IN NATURE

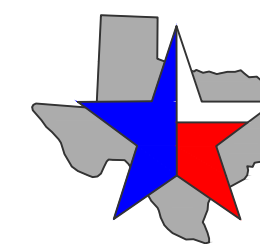
B. ALL THE OIL, GAS AND OTHER MINERALS, AND ALL OTHER ELEMENTS NOT CONSIDERED A PART OF THE SURFACE ESTATE, THE ROYALTIES, BONUSES, RENTALS AND ALL OTHER RIGHTS IN CONNECTION WITH SAME ALL OF WHICH ARE EXPRESSLY EXCEPTED THEREFROM AND NOT INSURED HEREUNDER, AS THE SAME ARE SET FORTH IN INSTRUMENT(S) RECORDED IN/UNDER VOLUME 4369 PAGE 498, OFFICIAL PUBLIC RECORDS, JOHNSON COUNTY, TEXAS. THE COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF THIS INTEREST.

DOES AFFECT AND IS BLANKET IN NATURE

BOUNDARY SURVEY OF TRACT I

2.000 ACRES OF LAND

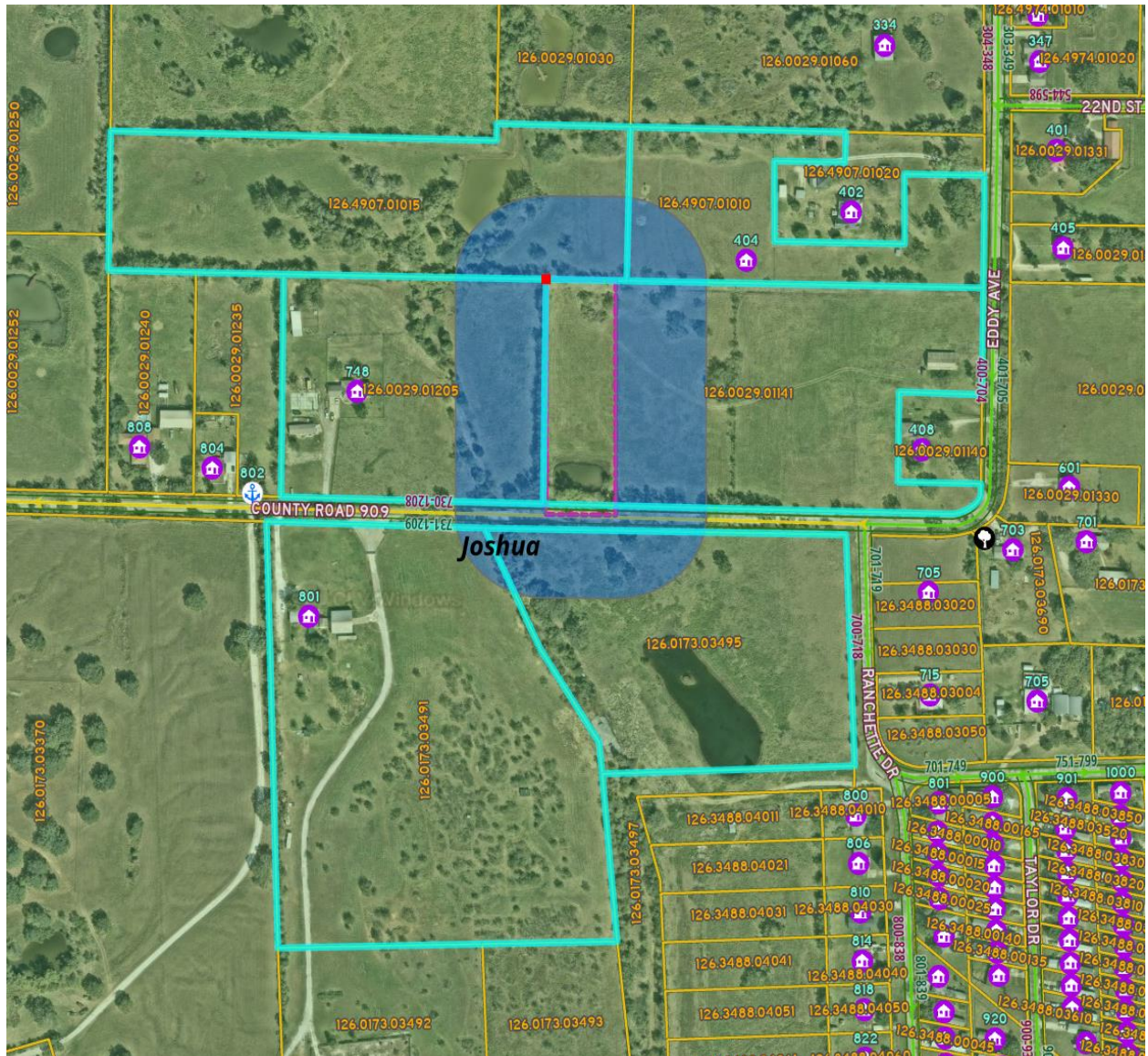
SITUATED IN THE W.W. BYERS SURVEY,
ABSTRACT NO. 29, CITY OF JOSHUA, JOHNSON
COUNTY, TEXAS



—LONESTAR—
LAND SURVEYING, LLC
TBPELS FIRM# 10194707
3521 SW WILSHIRE BLVD.,
JOSHUA, TX 76058
817-935-8701

MARSHALL.MILLER@LONESTARLANDSURVEYING.COM

Vicinity Map



Notice of Public Hearing

Notice is hereby given that the City of Joshua's Planning and Zoning Commission and City Council will conduct public hearings to consider the request for a rezone, of a portion of a tract of land in the W.W. Byers Survey, Tract 38PT , Abstract 29, City of Joshua, Texas, located at 724 CR 909, and being approximately 2.0 acres of land, changing the zoning from (R-1) Single Family Residential District to the (R1L) Single Family Residential Large Lot District.

The Planning and Zoning Commission will conduct its public hearing on January 5, 2026, at 6:30 PM, and the City Council will conduct its public hearing and consideration on January 15, 2026, at 6:30 PM. Both meetings will be held in the City Council Chambers at Joshua City Hall, 101 South Main Street, Joshua, TX 76058.



**City Council Agenda
January 15, 2026**

Minutes Resolution

Action Item

Agenda Description:

Discuss, consider, and possible action on an ordinance for a zoning change regarding approximately 2.0 acres of land in the W.W. Byers Survey, Tract 38PT, Abstract Number 29, City of Joshua, Texas, located at 724 County Road 909, to change from (R-1) Single Family Residential District to the (R-1L) Single Family Residential Large Lot District.

Background Information:

History: The property is currently unplatted and consists of approximately 2.0 acres.

Zoning: This property is zoned as (R-1) Single Family Residential.

ANALYSIS:

- The applicant intends to build a home and have livestock. The Ordinance requires 1 acre per head of livestock.
- The current Single Family Residential zoning does not allow livestock.
- Rezoning to R-1L is consistent with surrounding development patterns and the Future Land Use Plan.
- Utilities and infrastructure appear to be available or can be extended at the cost of the developer to support the proposed use.

Financial Information:

The cost associated with the rezoning 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 Planning and Zoning public hearing.

**City Contact and
Recommendations:**

Aaron Maldonado,
Assistant City Mgr.

Item 5.

Staff recommends approval.

Prepared By:

Nora Fussner, Directory of Economic Development

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 724 COUNTY ROAD 909 IN THE CITY OF JOSHUA, TEXAS, CONSISTING OF APPROXIMATELY 2.0 ACRES OF LAND MORE PARTICULARLY DESCRIBED AS W. W. BYERS SURVEY, TRACT 38PT, ABSTRACT NO. 29, IN THE CITY OF JOSHUA, JOHNSON COUNTY, TEXAS, FROM THE (R-1) SINGLE FAMILY RESIDENTIAL DISTRICT, TO THE (R-1L) SINGLE FAMILY RESIDENTIAL LARGE LOT 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 724 County Road 909, more particularly described as Abstract No. 29, W.W. Byers Survey, Tract 38PT, in the City of Joshua, Johnson County, Texas, presently zoned as Single Family Residential District (R-1) District is hereby changed to Single Family Residential Large Lot District (R-1L) 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 15th day of January, 2026.

Scott Kimble, Mayor

ATTEST:

Alice Holloway, City Secretary

APPROVED AS TO FORM:

Terrence S. Welch, City Attorney



**City Council Agenda
January 15, 2026**

Minutes Resolution

Action Item

Agenda Description:

Public hearing on a request for a conditional use permit regarding approximately 1.0 acres of land in the D. Lofton Survey, Tract 1B, Abstract 504, City of Joshua, Texas, located at 202 Trailwood Drive, to allow for the construction of an accessory dwelling.

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

Background Information:

HISTORY: The property is not platted.

ZONING: This property is zoned (A) Agricultural District.

ANALYSIS: The conditional use permit is to allow for the construction of an accessory dwelling.

Purpose of Conditional Use permit: The purpose of the Conditional Use Permit is to allow for review of uses which would not be appropriate generally without certain restrictions throughout a zoning district, but which if controlled as to number, area, location or relation to the neighborhood would promote the health, safety and welfare of the community. Such uses include colleges and universities, institutions, community facilities, zoos, cemeteries, country clubs, show grounds, drive-in theaters and other land uses as specifically provided for in this ordinance. To provide for the proper handling and location of such conditional uses, provision is made for amending this ordinance to grant a permit for a conditional use in a specific location. This procedure for approval of a Conditional Use permit includes public hearings before the Planning and Zoning Commission and the City Council. The amending ordinance may provide for certain restrictions and standards for operation. The indication that it is possible to grant a Conditional Use Permit as noted elsewhere in this ordinance does not constitute a grant of privilege for such use, nor is there any obligation to approve a Conditional Use Permit unless it is the finding of the Planning and Zoning Commission and City Council that such a conditional use is compatible with adjacent property use and consistent with the character of the neighborhood.

5.6 Accessory Dwellings.

Accessory Dwellings may be maintained within single-family residential zoning districts including the A Agricultural-Rural district and single-family uses within the HP district under the following conditions:

A.

All accessory dwellings shall require an approved Conditional Use Permit

Item 6.

Financial Information:

Only 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, Development Services Director

Staff Recommends approval. The Planning & Zoning Board recommended approval with the following stipulations at the January 5th meeting.

Said accessory dwelling unit shall be subject to the following terms and conditions:

1. The accessory dwelling unit must be used by the same person or persons of the immediate family as the main dwelling.
2. The accessory dwelling unit must be constructed to the rear of the main dwelling, separate from the main dwelling.
3. The accessory dwelling unit may be constructed only with the issuance of a Building Permit.
4. The accessory dwelling unit may not be sold separately from sale of the entire property, including the main dwelling, shall not have a separate electric meter, and shall not be sublet or otherwise utilized as a short-term rental.
5. Setback requirements shall be the same as for the main dwelling.
6. The accessory dwelling unit shall not be permitted without a main or primary dwelling.

Prepared By:

Nora Fussner, Director of Economic Development

Attachments:

- 1) Conditional Use Permit (CUP) Application
- 2) Survey
- 3) Site Plan

- 4) Evans CUP Letter
- 5) Evans Cabin Renderings
- 6) Vicinity Map
- 7) Publication Notice

Item 6.



City of Joshua – Development Services
105 S Main St, Joshua, TX 76058 – (817) 558-7447 Ext: 2013

City of Joshua Development Services Universal Application

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 type="checkbox"/> Subdivision Variance |
| <input checked="" type="checkbox"/> Conditional Use Permit | <input type="checkbox"/> Zoning Variance (ZBA) | <input type="checkbox"/> Amending Plat / PD |
| <input type="checkbox"/> Preliminary Plat | <input type="checkbox"/> Final Plat | <input type="checkbox"/> Planned Development Detailed Plan |
| <input type="checkbox"/> Replat | <input type="checkbox"/> Planned Development Concept Plan | <input type="checkbox"/> Site Plan |
| <input type="checkbox"/> Minor Plat | <input type="checkbox"/> Zoning Change | <input type="checkbox"/> HPOD |
| <input type="checkbox"/> Other _____ | | |

Project Information

Project Name: Phillip Evans

Project Address (Location): 202 Trailwood Drive Joshua Tx 76058

Existing Zoning: A

Proposed Zoning: _____

Existing Use: Residential

Proposed Use: ADU Accessory Dwelling

Existing Comprehensive Plan Designation: _____ Gross Acres: 5.703

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: Rob Mendoza

Address: 2000 Melissa Lane

City: Cleburne State: Tx Zip: 76031

Property Owner: Phillip Evans

Address: 202 Trailwood Dr

City: Joshua State: Tx Zip: 76058

Key Contact: Rob Mendoza

Address: 2000 Melissa Lane

City: Cleburne State: Tx Zip: 76031

Company: Ulrich Life Style Structures

Phone #: _____

Email: _____

Company: _____

Phone #: _____

Email: _____

Company: Ulrich Life Style Structures

Phone #: _____

Email: _____

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

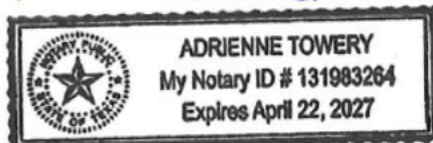
SIGNATURE: [Signature]
(Letter of authorization required if signature is other than property owner)

Print or Type Name: Phillip Evans

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 27 day of October 2025

Adrienne Towery
Notary Public



Signature [Signature] Date: 10/27/2025

For Department Use Only

25-00872-01

Case No.: CU25-03

Project Manager: Rob Mendoza

Total Fee(s): \$2,800.00

Check No.: C.C.

Date submitted: 10-29-25

Accepted By: em

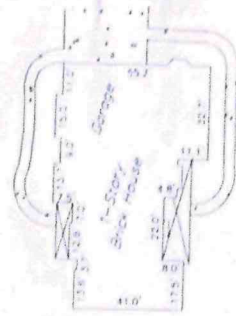
Date of Completed App: 10-30-25

<https://www.fastgovpay.com/joshua>
City of Joshua (CT)
101 SOUTH MAIN STREET
JOSHUA, TX
8175587447
Order ID: 1183585
Ref #: 302253251279
Desc: Approval
Auth #: 35862G
Batch #: 644
MID: *****9880
10/29/2025
14:14:40 PM
25-00872-01
\$2,800.00
Subtotal:
\$2,800.00
SRVCFEE
\$98.00
Total:
\$2,898.00
EMV Contact
MC *****9687
MENDOZA/ROBERT
Route: EMV Contact
Approved
Thank you for your payment!

GF# 06243244BU2

TRIANGLE surveying company
 p o box 546
 burleson, texas 76097
 295-1148

According to the Flood Insurance Rate Map for the City of
 Joshua No. 48082-0019 G, revised January 8, 1991, this
 tract appears to be in Zone "X" (Areas determined to be
 outside 500-year flood plain). Note location of creek
 shown crossing tract.

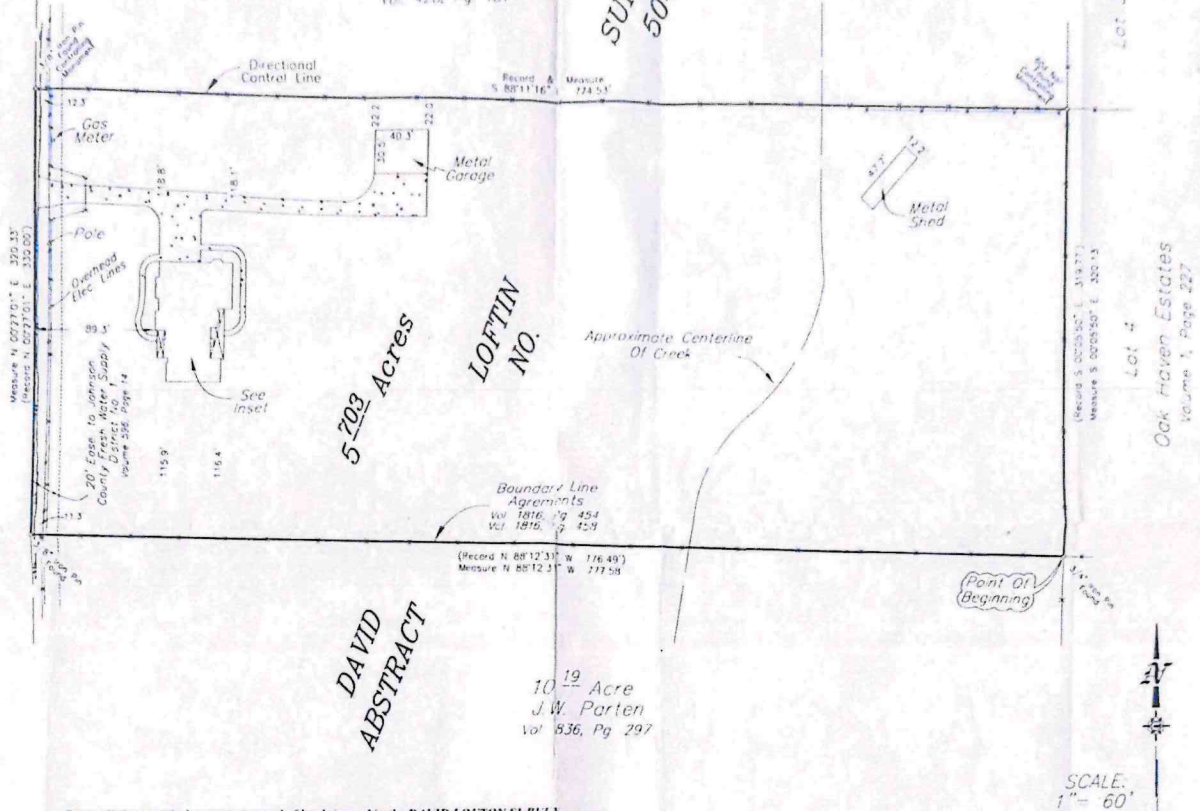


Inset
 Scale: 1" = 30'

17²⁰ Acre
 H.O. Clark
 Vol. 428, Pg. 181

SURVEY
 504

202 TRAILWOOD DRIVE
 County Road No. 800-B)



Being all that certain lot, tract or parcel of land situated in the DAVID LOFTON SURVEY,
 ABSTRACT NO. 504, in the City of Joshua, Johnson County, Texas, and being a portion of that
 certain 17.7 acre tract conveyed to H. O. Clark by deed recorded in Volume 428, Page 181, Deed
 Records, Johnson County, Texas, and being more particularly described by metes and bounds as
 follows:

BEGINNING at a 3/4 inch iron pin found at a fence corner and at the Southeast corner of said 17.7
 acre tract, same being the Southwest corner of Lot 4, Oak Haven Estates, an Addition to Johnson
 County, Texas, according to the Plat recorded in Volume 1, Page 227, Plat Records, Johnson County,
 Texas;

THENCE North 88 degrees, 12 minutes, 31 seconds West along a fence, a distance of 777.58 feet
 to a 3/8 inch iron pin found for corner in Trailwood Drive (County Road No. 800-B) and at the
 Southwest corner of said 17.7 acre tract;

THENCE North 00 degrees, 27 minutes, 01 second East along the West line of said 17.7 acre tract,
 and along said Trailwood Drive, a distance of 320.33 feet to a 3/8 inch iron pin found for corner;

THENCE South 88 degrees, 11 minutes, 16 seconds East, at 8.0 feet crossing the East line of said
 Trailwood Drive, continuing along a fence, in all a distance of 774.53 feet to a 60d nail found for
 corner in the East line of said 17.7 acre tract and at the Northwest corner of said Lot 4, Oak Haven
 Estates;

THENCE South 00 degrees, 05 minutes, 50 seconds East, along the East line of said 17.7 acre
 tract and said West line of Lot 4, Oak Haven Estates, a distance of 320.13 feet to the POINT OF
 BEGINNING and containing 5.703 acres of land, more or less, and being the same tract conveyed to
 Jim Berry and Monica Lynn Berry by deed recorded in Volume 3236, Page 301, Official Public
 Records of Johnson County, Texas;

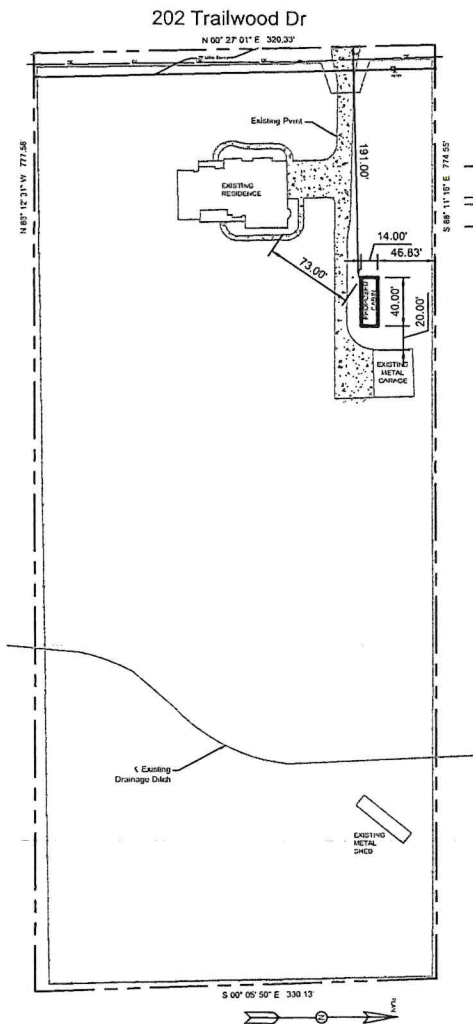
The overhead electric line shown on survey may be the
 subject of a utility right-of-way easement to Johnson
 County Electric Cooperative Association recorded in
 Volume 1688, Page 990 of the Real Property Records
 of Johnson County, Texas although no definite location
 is given.

The Boundary Line Agreements recorded in Volume 1816
 Page 454 and Volume 1816, Page 458 of the Real Property
 Records of Johnson County, Texas, do affect this tract.

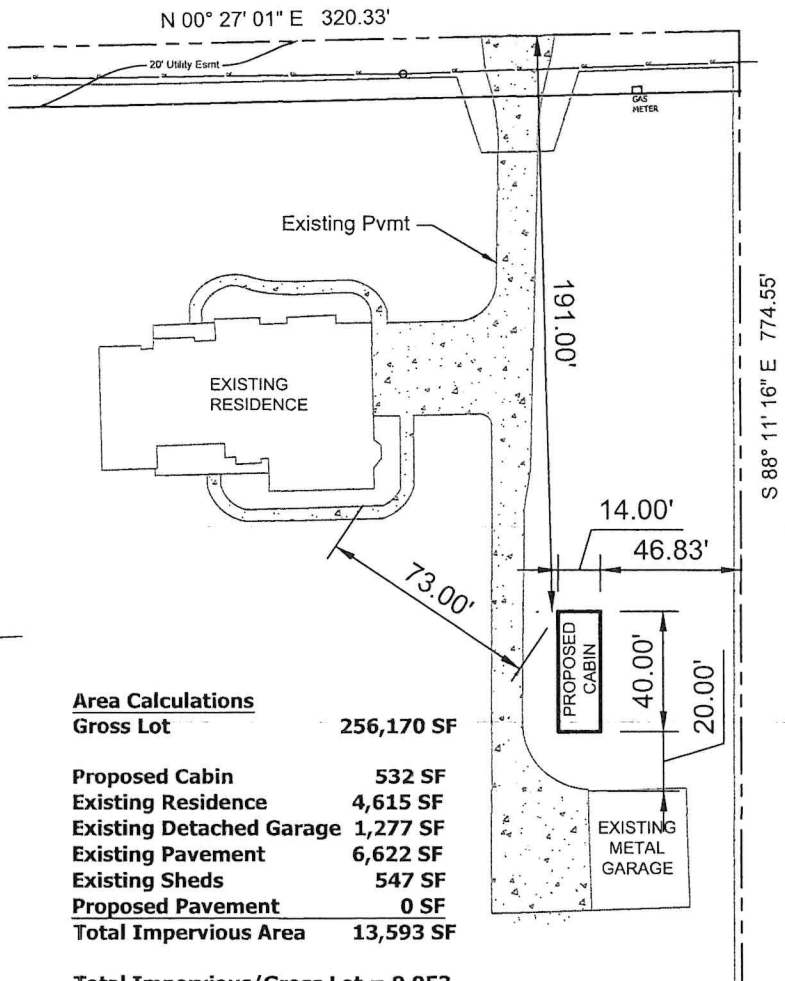
The right-of-way easement to Lone Star Gas Co. recorded
 in Volume 213, Page 149 of the Real Property Records of
 Johnson County, Texas, does affect this tract. We are unable
 to locate it. No definite location is given. Note location of
 gas meters shown on survey.

Registered Professional Land Surveyor No.
 7123/077
 and Professional Land Surveyor No. 1500





202 Trailwood Dr



Area Calculations

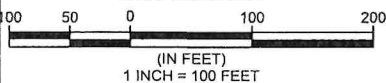
Gross Lot	256,170 SF
Proposed Cabin	532 SF
Existing Residence	4,615 SF
Existing Detached Garage	1,277 SF
Existing Pavement	6,622 SF
Existing Sheds	547 SF
Proposed Pavement	0 SF
Total Impervious Area	13,593 SF

Total Impervious/Gross Lot = 0.053

1 SITE PLAN

Scale: 1" = 100'

GRAPHIC SCALE

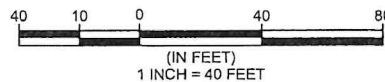


(IN FEET)
1 INCH = 100 FEET

2 ENLARGED SITE PLAN

Scale: 1" = 40'

GRAPHIC SCALE



(IN FEET)
1 INCH = 40 FEET

REV	DATE	DESCRIPTION
1	10/15/25	REVISED BLDG SIZE
2		DISCUSSION

C1

SCALE: 1" = 100'
07/14/25
DRAWN BY: RWO

202 Trailwood Dr
Joshua, TX

THIS PLAN IS THE PROPERTY OF OFFILL CONSULTING, PLLC AND IS NOT TO BE REPRODUCED OR USED IN ANY MANNER WITHOUT WRITTEN PERMISSION. THIS PLAN IS INTENDED TO PROVIDE THE INFORMATION NECESSARY TO OBTAIN THE PERMITS AND APPROVALS. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

LULRICH
BUILT FOR YOU. MADE FOR LIFE.
100 Energy Way, Fort Worth, TX 76102
www.lulrichlifestyle.com

Offill Consulting, PLLC
9946 E. Bankhead Hwy
Aledo, TX 76008
817.992.0952
#F-17578
www.offillconsulting.com



Randy W. Offill, P.E. (Seal: 60127, State of Texas)



11/11/25

RE: Continuous Use Permit for Dr Phillip Evans
202 Trailwood Drive
Joshua Tx 76058

To whom it may concern,

Resident of Joshua Tx Dr Phillip Evans is applying for a Conditional Use Permit to build an 14x40 ADU on his property. The ADU he is requesting to build will be used as a home for his elderly mother in law. She will be moving from out of state to Texas on November 25, 2025.

The 14x40 Cabin Style ADU will be what they believe she will need to live comfortably. It will be a 560 sq ft Cabin Style build. It will include living room, kitchen, bedroom, bathroom with a deck.

We hope you will approve the permit request as they are very excited to have her so close and make great memories as a family.

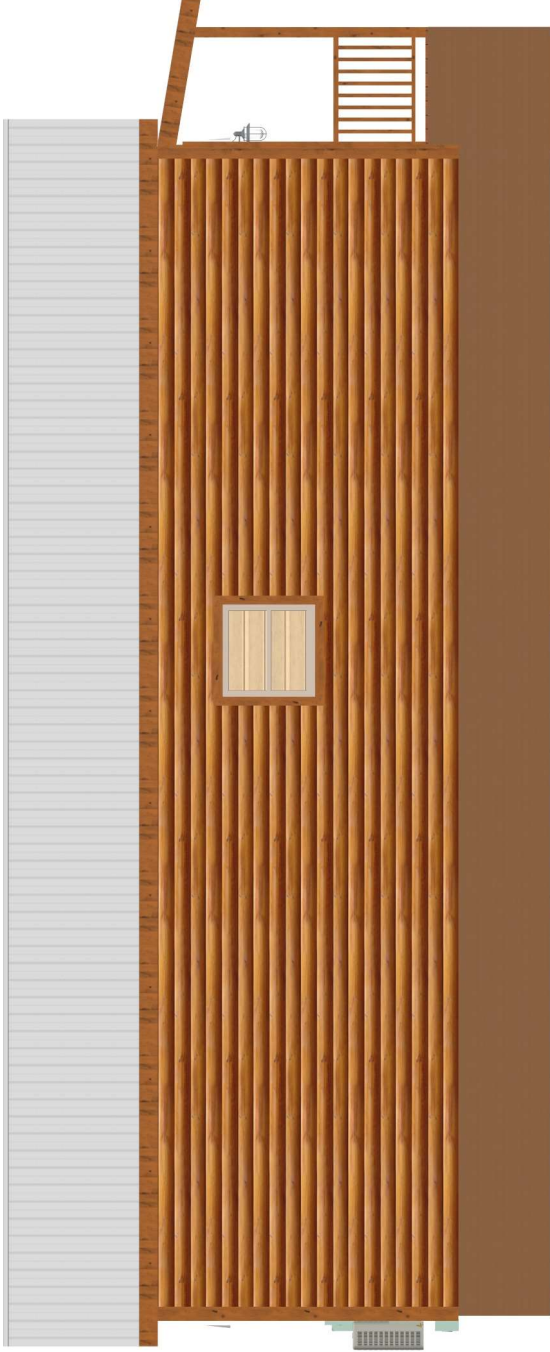
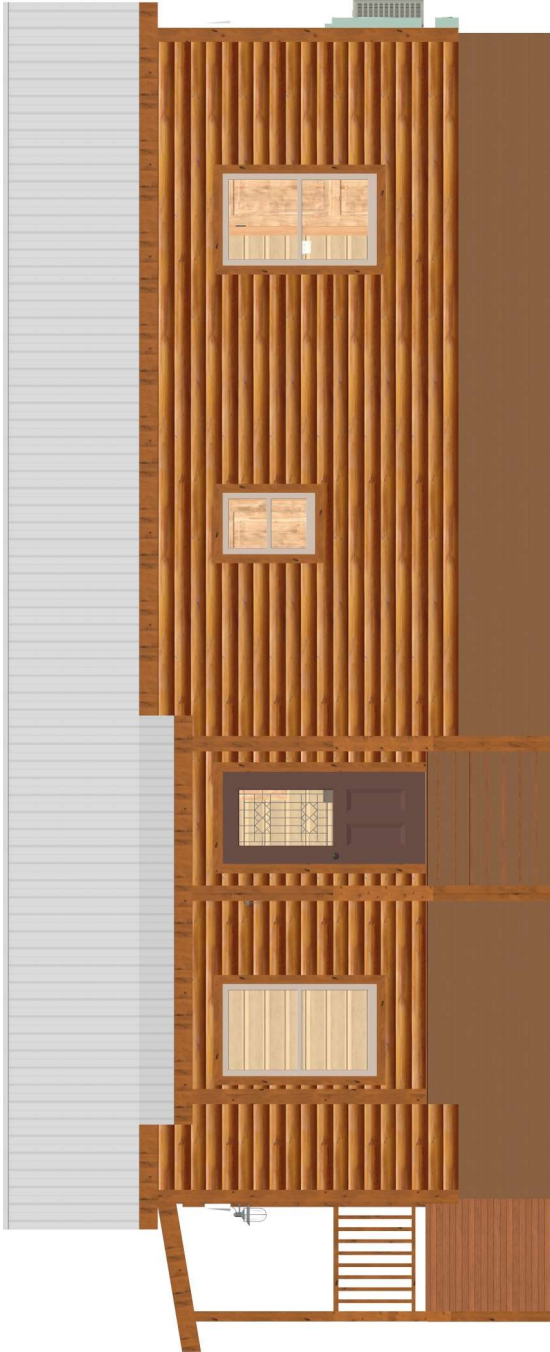
If you have any questions you can call the resident Dr Phillip Evans at 817-366-4380 or myself at the contact information below.

Sincerely,

A handwritten signature in black ink, appearing to read 'Rob Mendoza', is written over a horizontal line.

Rob Mendoza

Director of Project Management
Ulrich Lifestyle Structures
2000 Melissa Lane
Cleburne, TX 76033
817-904-4890
robert@ulrichlifestyle.com



Customer: Phillip and Theresa Evans	
Phone	817-366-4380
Email	ptevansdo@yahoo.com
Address	202 Trailwood Dr.
	Joshua, TX 76058
Designer	Jonathan Ulrich
Phone	817-506-4402
Email	visionary@ulrichlifestyle.com



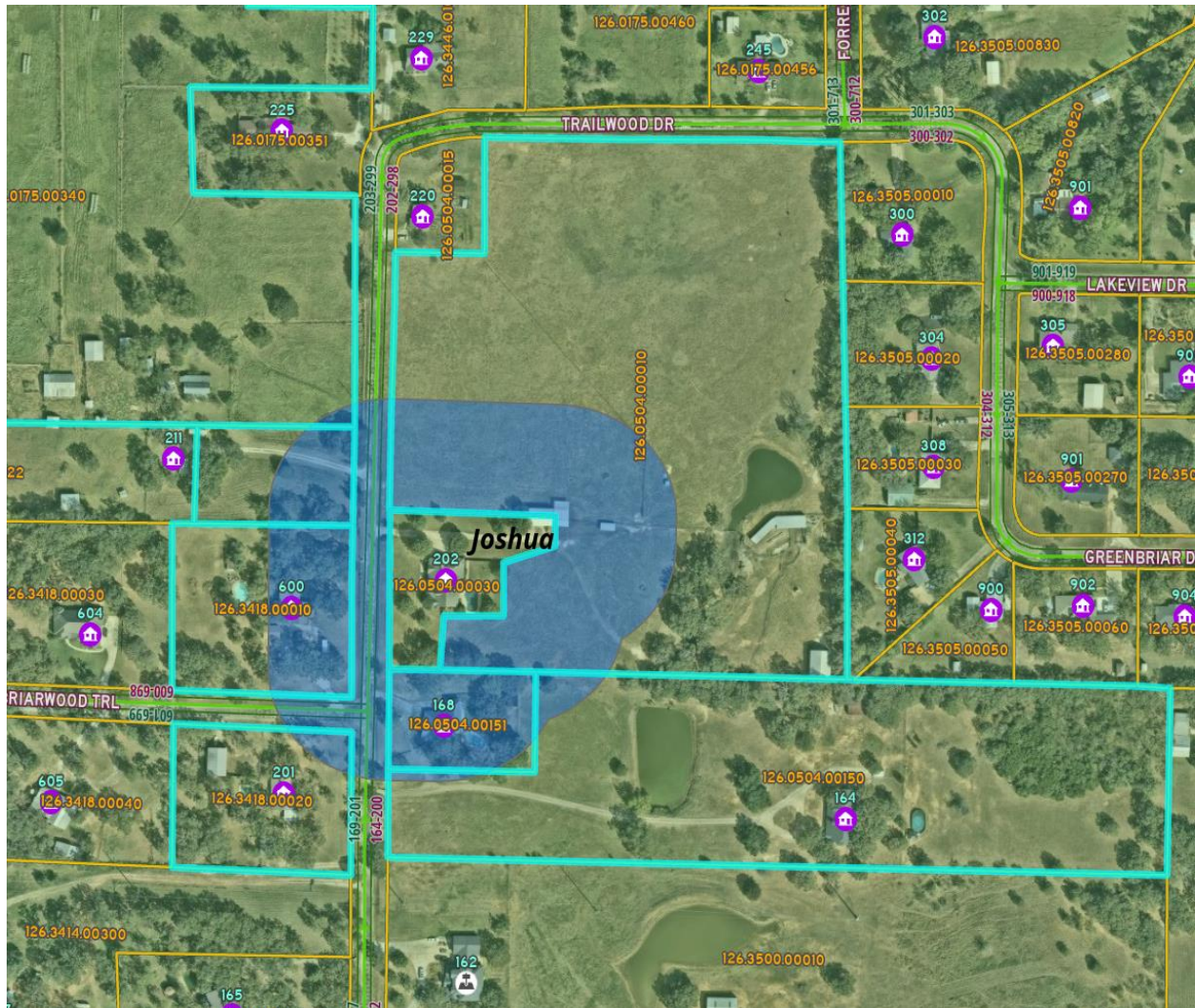
ELEVATION 1	REV	A3
EVANS		
Cabin Serial	8705	
Porch Serial	8706	
Cabin Specs		
Size & Model	14 x 40	
Roof Shape	Bearlake	
Package		
Traditional		
Color	Matte Black	
Roofing		
Panel Loc	Plus	
Color	Galvalume	
Siding		
6" Cedar Log		
Color	Flood	
Ext Trim		
Pine		
Color	Flood	
Ceiling		
Pine		
Color	Natural	
Int Walls		
Pine		
Color	Natural	
Closets		
Cedar		
Color	Natural	
Wainscot		
Cedar		
Color	Natural	
Flooring		
Antique Pine	785702	
Cabinets		
Pine		
Trim	Pine	
Color	Natural	
Countertops		
Solid Surface		
Color	FC155 Caraway	
Entry Doors		
Texas Star		
Color	Warm Chestnut	
Int Door Color		
Natural		
Windows		
Clay Vinyl	No Grid	
Disposal		
Yes		
Water Heater		
Tankless		
Fuel	Electric	
Ext Faucets		
X		
Ext Outlets		
3		
Media Outlets		
2		
Porch Lights		
2		
Flood Lights		
X		
Range Fuel		
Electric		
Porches		
Specs		
1 Size - Posts	6 x 18	6x6 Dim
2 Size - Posts	4 x 6	4x4 Dim
3 Size - Posts	4 x 8	Ramp 4x4 Dim
4 Size - Posts	X	
Railing		
SEE PLAN		
Finish Color		
X		
Decking		
Trex		
Color		
Saddle		
Skirting		
Hardie		
Color		
Java		

ELEVATION 2	REV	A3
EVANS		
Cabin Serial	8705	
Porch Serial	8706	
Cabin Specs		
Size & Model	14 x 40	
Roof Shape	Bearlake	
Package	Traditional	
Color	Matte Black	
Roofing	Panel Loc Plus	
Color	Galvalume	
Siding	6" Cedar Log	
Color	Flood	
Ext Trim	Pine	
Color	Flood	
Ceiling	Pine	
Color	Natural	
Int Walls	Pine	
Color	Natural	
Closets	Cedar	
Color	Natural	
Wainscot	Cedar	
Color	Natural	
Flooring	Antique Pine 785702	
Cabinets	Pine	
Trim	Pine	
Color	Natural	
Countertops	Solid Surface	
Color	FC155 Caraway	
Entry Doors	Texas Star	
Color	Warm Chestnut	
Int Door Color	Natural	
Windows	Clay Vinyl No Grid	
Disposal	Yes	
Water Heater	Tankless	
Fuel	Electric	
Ext Faucets	X	
Ext Outlets	3	
Media Outlets	2	
Porch Lights	2	
Flood Lights	X	
Range Fuel	Electric	
Porches Specs		
1 Size - Posts	6 x 18	6x6 Dim
2 Size - Posts	4 x 6	4x4 Dim
3 Size - Posts	4 x 8 Ramp	4x4 Dim
4 Size - Posts	X	
Railing	SEE PLAN	
Finish Color	X	
Decking	Trex	
Color	Saddle	
Skirting	Hardie	
Color	Java	

Item 6.



Vicinity Map



Notice of Public Hearing

Notice is hereby given that the City of Joshua's Planning and Zoning Commission and City Council will conduct public hearings to consider the request for a Conditional Use Permit, in the D. Lofton Survey, Tract 1B, Abstract 504, City of Joshua, Texas, located at 202 Trailwood Drive, and being approximately 1.0 acre of land, allowing for the use of an Accessory Dwelling Unit.

The Planning and Zoning Commission will conduct its public hearing on January 5, 2026, at 6:30 PM, and the City Council will conduct its public hearing and consideration on January 15, 2026, at 6:30 PM. Both meetings will be held in the City Council Chambers at Joshua City Hall, 101 South Main Street, Joshua, TX 76058.



**City Council Agenda
January 15, 2026**

Minutes Resolution

Action Item

Agenda Description:

Discuss, consider, and possible action on approving an ordinance for a conditional use permit regarding approximately 1.0 acres of land in the D. Lofton Survey, Tract 1B, Abstract 504, City of Joshua, Texas, located at 202 Trailwood Dr. to allow for the construction of an accessory dwelling.

Background Information:

HISTORY: The property is not platted.

ZONING: This property is zoned (A) Agricultural District.

ANALYSIS: The conditional use permit is to allow for the construction of an accessory dwelling.

Purpose of Conditional Use permit: The purpose of the Conditional Use Permit is to allow for review of uses which would not be appropriate generally without certain restrictions throughout a zoning district, but which if controlled as to number, area, location or relation to the neighborhood would promote the health, safety and welfare of the community. Such uses include colleges and universities, institutions, community facilities, zoos, cemeteries, country clubs, show grounds, drive-in theaters and other land uses as specifically provided for in this ordinance. To provide for the proper handling and location of such conditional uses, provision is made for amending this ordinance to grant a permit for a conditional use in a specific location. This procedure for approval of a Conditional Use permit includes public hearings before the Planning and Zoning Commission and the City Council. The amending ordinance may provide for certain restrictions and standards for operation. The indication that it is possible to grant a Conditional Use Permit as noted elsewhere in this ordinance does not constitute a grant of privilege for such use, nor is there any obligation to approve a Conditional Use Permit unless it is the finding of the Planning and Zoning Commission and City Council that such a conditional use is compatible with adjacent property use and consistent with the character of the neighborhood.

5.6 Accessory Dwellings.

Accessory Dwellings may be maintained within single-family residential zoning districts including the A Agricultural-Rural district and single-family uses within the HP district under the following conditions:

A.

All accessory dwellings shall require an approved Conditional Use Permit

Financial Information:

Only 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, Development Services Director

Prepared By:

Nora Fussner, Director of Economic Development

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 LOCATED AT 202 TRAILWOOD DRIVE, APPROXIMATELY 1.0 ACRES OF LAND, IN THE D. LOFTON SURVEY, TRACT 1B, ABSTRACT 504, JOHNSON COUNTY APPRAISAL DISTRICT PROPERTY IDENTIFICATION NO. R000012680, AND A GEO IDENTIFICATION NUMBER OF 126.0504.00030, IN THE CITY OF JOSHUA, JOHNSON COUNTY, TEXAS, FROM AGRICULTURAL DISTRICT (A) TO AGRICULTURAL DISTRICT (A) WITH A CONDITIONAL USE PERMIT FOR AN ACCESSORY DWELLING UNIT; 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 of the property described herein and has recommended amending the City's official zoning map regarding the granting of a Conditional Use Permit; 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 public notice and a 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 this citizens of the City, the zoning of the property described herein shall be changed to allow for a Conditional Use Permit 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 located at 202 Trailwood Drive, approximately 1.0 acres of land, in the D. Lofton Survey, Tract 1B, Abstract 504, Johnson County Appraisal District Property Identification No. R000012680, and a GEO Identification Number of 126.0504.00030, in the City of Joshua, Johnson County, Texas, presently zoned Agricultural District (A) is hereby changed to Agricultural District (A) subject to a Conditional Use Permit to allow for an accessory dwelling unit, pursuant to the terms and provisions referenced herein and also as referenced in the City's Zoning Ordinance, contained in Exhibit A to Chapter 14 of the City's Code of Ordinances.

Said accessory dwelling unit shall be subject to the following terms and conditions:

1. The accessory dwelling unit must be used by the same person or persons of the immediate family as the main dwelling.
2. The accessory dwelling unit must be constructed to the rear of the main dwelling, separate from the main dwelling.
3. The accessory dwelling unit may be constructed only with the issuance of a Building Permit.
4. The accessory dwelling unit may not be sold separately from sale of the entire property, including the main dwelling, shall not have a separate electric meter, and shall not be sublet or otherwise utilized as a short-term rental.
5. Setback requirements shall be the same as for the main dwelling.
6. The accessory dwelling unit shall not be permitted without a main or primary dwelling.

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 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 15th day of January, 2026.

Scott Kimble, Mayor

ATTEST:

Alice Holloway, City Secretary

APPROVED AS TO FORM AND CONTENT:

Terrence S. Welch, City Attorney



City Council Agenda 01/15/2025

Action Item

Agenda Description:

Discuss, consider, and possible action on approving adding \$17,669.72 to currently approved grant funding to purchase twelve (12) Motorola APX N70 portable radios.

Background Information:

The Joshua Police Department is seeking additional funding to obtain 12 Motorola APX N70 portable radios for use by officers of the Joshua Police Department.

These radios are currently in use by the Johnson County ESD and The Johnson County STOP Special Investigative Unit. We would like to utilize these radios for several reasons. Two of the outstanding features they possess are a Smartmapping feature and the ability to switch to cellular when radio communication is interrupted. The Smartmapping feature shows where every portable radio is on a view screen on the radio. The cellular ability removes the radio limitations that prevent communication such as distance from the tower or being inside buildings like those of Joshua ISD. In addition, these specific radios function as an integral part of a video camera we are looking at being a part of in the future.

Currently, we utilize Motorola APX 4000s which have reached their end of life and are breaking down. Motorola support for the model has ended long ago and repairs are no longer possible. We are one more broken radio away from not having enough radios.

We have obtained a grant through the Governor's office to purchase new portable radios. The grant we were awarded is \$66,559.00. The amount needed to purchase 12 Motorola APX N70 portable radios is \$84,228.72. We are requesting additional funding of \$17,669.72 in order to purchase enough radios to properly equip all uniformed patrol officers working on the street. The features, functionality, and interoperability of these radios are well worth the additional funds.

Financial Information:

- 12 radios cost \$84,228.72
- Grant funds = \$66,559.00

- Amount requested \$17,669.72

Item 8.

City Contact and Recommendations:

Shawn Fullagar, Chief of Police

Attachments: None



**City Council Agenda
January 15, 2026**

Minutes Resolution

Action Item

Agenda Description:

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

Background Information:

Mr. George Grall has submitted an application expressing his interest in serving the citizens of Joshua. He has requested consideration for appointment as **Alternate 2** to the **Type B Economic Development Corporation**.

Ms. Shantall Mosely previously submitted an application and was appointed as an alternate to the **Type A Economic Development Corporation**. She has since expressed interest in serving on additional boards where vacancies exist and has requested consideration for appointment to **Place 3 of the Zoning Board of Adjustment** and **Alternate 2 of the Animal Control Advisory Board**.

Financial Information:

NA

City Contact and Recommendations:

Alice Holloway, City Secretary

Attachments:

1. Applications




JOSHUA POLICE DEPARTMENT

December 2025

In December, the Joshua Police Department in conjunction with the City Manager’s Office interviewed a candidate for the Fire Marshal position. We believe we have identified a highly qualified candidate and a conditional offer of employment has been made. The candidate is progressing through the final stages of the hiring process now. We said goodbye to Officer Shawn Martin who had been out for an extended period. We wish him well on his long-term recovery efforts. We expect another officer who has been out for an extended period to be returning to work around Christmas time. During December, the Police Department participated in the Christmas on Main event utilizing eleven officers who worked 57.5 hours of overtime. Ten volunteers from Joshua Citizens on Patrol also volunteered 46.5 hours for the event. The event went smoothly, was very successful, and was spoken highly of by every citizen I spoke with. Also, on Christmas eve, the Cleburne Police Department was hunting for a Burglary suspect. They requested drone assistance from the Joshua Police Department. Officer Barger responded from home (he said he was in the middle of assembling a Barbie castle at the time). He was able to utilize the drone and its infrared capabilities to locate the suspect hiding amongst some houses and direct the Cleburne officers to the burglar’s location.

PATROL DIVISION						
Statistical Comparisons for November						
December 2025		December 2024		Year to Date 2025		
Calls for Service	466	Calls for Service	259	Calls for Service	4647	
Arrests	18	Arrests	3	Arrests	73	
Crash Reports	7	Crash Reports	11	Crash Reports	103	
Traffic Stops	165	Traffic Stops	279	Traffic Stops	3033	
Citations	75	Citations	177	Citations	926	
Outside Agency Assists	10	Outside Agency Assists	11	Outside Agency Assists	144	
Reports	50	Reports	50	Reports	895	
CRIMINAL INVESTIGATION DIVISION						
Statistics for December 2025						
Detective Stone			Detective Mansell			
Cases Assigned			17	Cases Assigned		28
TRAINING & COMMUNITY OUTREACH						
<ul style="list-style-type: none">In December, members of the Joshua Police Department Citizens on Patrol Program volunteered 26 hours on patrol, 56.5 hours at community events, and 26 hours for training.12/5/25 – Christmas on Main event12/9/255 – Detective Mansell attended the monthly meeting of the Johnson County Crimestoppers						

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/DOA	Euthanized	Patrol Hours	Calls for Service/Case	Trap Service	Notices/Warnings	Citations	Community Outreach	Education/Training
October	163	541	128	368	66	33	32	1	63	21	9	11	2	18	47	27	3	17	1	2	
November	128	456	105	319	56	37	15	3	75	31	5	22	3	14	35	31	4	17		1	15
December	182	568	148	430	47	33	12	2	54	19	7	3		25	32	70	4	13	3	1	
January																					
February																					
March																					
April																					
May																					
June																					
July																					
August																					
September																					
YTD	473	1565	381	1117	169	103	59	6	192	71	21	36	2	57	114	128	11	47	4	4	15
24/25 total	2393	5517	1295	4375	765	304	435	24	774	278	69	81	22	299	441	490	145	101	11	6	56
Annual % vs 24/25	19.77%	28.37%	29.42%	25.53%	22.09%	33.88%	13.56%	25.00%	24.81%	25.54%	30.43%	44.44%	9.09%	19.06%	25.85%	26.12%	7.59%	46.53%	36.36%	66.67%	26.79%

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/DA pickup	Refunds
October	\$ 5,317	\$ 300		\$ 165	\$ 355	\$ 200			\$ 300		\$ 3,412			\$ 580			\$ 50
November	\$ 3,452	\$ 525		\$ 170	\$ 360	\$ 125			\$ 440		\$ 647			\$ 1,185			
December	\$ 3,222	\$ 40		\$ 150	\$ 250	\$ 275	\$ 100		\$ 180		\$ 1,632			\$ 595			
January																	
February																	
March																	
April																	
May																	
June																	
July																	
August																	
September																	
YTD	\$ 11,991	\$ 865	\$ -	\$ 485	\$ 965	\$ 600	\$ 100	\$ -	\$ 920	\$ -	\$ 5,691	\$ -	\$ -	\$ 2,360	\$ -	\$ -	\$ 50
24/25 total	\$ 53,545	\$ 3,530	\$ -	\$ 2,170	\$ 3,100	\$ 1,980	\$ 935	\$ 40	\$ 3,425	\$ -	\$ 35,150	\$ -	\$ -	\$ 2,345	\$ 250	\$ 120	\$ 70
Annual % vs 23/24	22.39%	24.50%	0.00%	22.35%	31.13%	0.00%	0.00%	0.00%	26.86%	0.00%	16.19%	0.00%	0.00%	100.64%	0.00%	0.00%	0.00%

City of Joshua
Municipal Court Council Report
From 12/1/2025 to 12/31/2025

1/5/2026 10:01

Item 3.

Violations by Type

Traffic	Penal	City Ordinance	Parking	Other	Total
71	3	10	0	7	91

Financial

State Fees	Court Costs	Fines	Tech Fund	Building Security	Total
\$3,580.27	\$2,263.84	\$4,912.02	\$38.03	\$46.58	\$10,840.74

Warrants

Issued	Served	Closed	Total
0	0	0	0

FTAs/VPTAs

FTAs	VPTAs	Total
0	0	0

Dispositions

Paid	Non-Cash Credit	Dismissed	Driver Safety	Deferred	Total
32	0	4	7	6	49

Trials & Hearings

Jury	Bench	Appeal	Total
0	0	0	0

Omni/Scofflaw/Collection

Omni	Scofflaw	Collections	Total
24	0	24	48

Public Works Monthly Team Status Report

For The Month Of December 2025

Completed Items

[illegible]

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		Set out traffic counter and gather data
Seasonal	City Wide		Mowing right of ways and drainage easements

Assigned But Not Yet Started

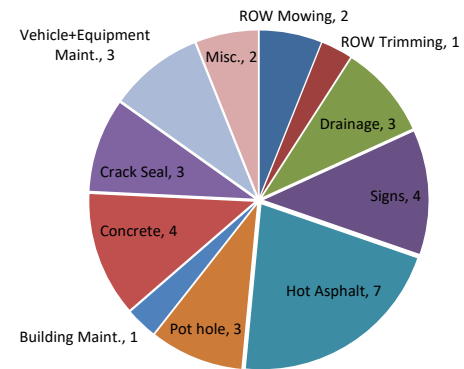
[illegible]

City of Joshua
Public Works Monthly Activity Report
For the Month of December 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																													2
ROW Trimming																													1			1
Drainage	1		1																											1		3
Signs								1			1												1					1				4
Hot Asphalt									1	1					1	1	1	1			1											7
Pot hole				1															1									1				3
Building Maint.		1																														1
Concrete		1			1			1	1																							4
Emergency Services																																0
Crack Seal											1	2																				3
Safety Meeting																																0
Supporting other Dept.																																0
Vehicle+Equipment Maint.				2	1																											3
Misc.					1					1																						2

Chart reflects one per daily occurrence

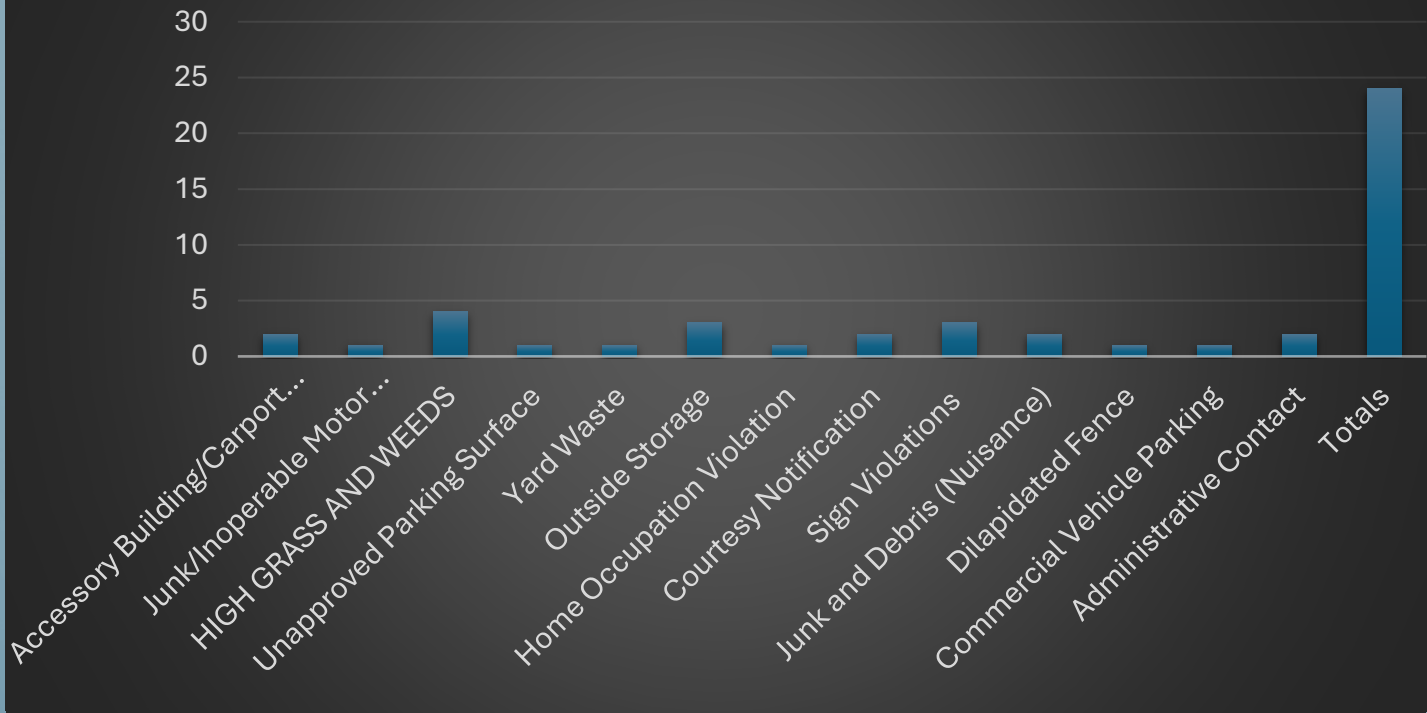
ROW Mowing	2
ROW Trimming	1
Drainage	3
Signs	4
Hot Asphalt	7
Pot hole	3
Building Maint.	1
Concrete	4
Emergency Services	0
Crack Seal	3
Safety Meeting/Classes	0
Supporting other Dept.	0
Vehicle+Equipment Maint.	3
Misc.	2





Item 5.

Case Information December 2025



Violations	Totals
Accessory Building/Carport Violation	2
Junk/Inoperable Motor Vehicle	1
HIGH GRASS AND WEEDS	4
Unapproved Parking Surface	1
Yard Waste	1
Outside Storage	3
Home Occupation Violation	1
Courtesy Notification	2
Sign Violations	3
Junk and Debris (Nuisance)	2
Dilapidated Fence	1
Commercial Vehicle Parking	1
Administrative Contact	2
Totals	24



Additional information:

- ☐ A total of 32 bandit signs were removed from the rights-of-way.
- ☐ One (1) citation was issued.
- ☐ One (1) property was abated for yard waste.

PARK REPORT December

PARK: Joshua City Park and Ballfield

INSPECTED BY: Steven Gill

11/20/2025

TOTAL % SCORE

RATING 1-5 rating

94.2%

CHECKED	N/A	***** TURF AND MOWING STANDARDS *****	(1-5)	COMMENTS
	N/A	1. Irrigation operational and inspected.	0	Irrigation systems are shut off for the season
yes		2. mowed, edged, and string trimmed all areas: City hall, police, AC, park bldg, park, and ballfields	5	Turf areas are going dormant. Mowing has gone to bi-weekly
yes		3. loose trash picked up daily	5	
yes		4. weeds treated: high traffic areas, park fences, rock beds (areas are weed-free)	4	
yes		5. Fire ants and pests treated.	5	
0	0		19	POSSIBLE SCORE: 20
COMMENTS:				% AVERAGE: 95.0%

CHECKED	N/A	***** GENERAL STANDARDS *****	(1-5)	COMMENTS
yes		1. litter removed: pavilions, restrooms, pond, open spaces daily	5	
yes		2. Maintenance equipment is inspected and maintained daily	5	
yes		3. Trash receptacles less than 1/2 full.	5	
yes		4. Facility lighting is inspected monthly	4	2 lights are burned out. Repairs scheduled for January
yes		5. Restrooms cleaned daily	5	
yes		6. All amenity/signage checked and maintained	5	
yes		7. Playground inspected and considered safe	5	Inspected 01/05
yes		8. Concrete walkways cleaned	5	
yes		9. Sporting areas cleaned and free of litter daily	3	excess litter was found around fields. Staff cleaned area immediately
	N/A	10. Splash pad inspected daily	0	splash pad is off for the season
0	0	SUB-TOTALS	42	POSSIBLE SCORE: 45
COMMENTS:				% AVERAGE: 93.3%

CHECKED	N/A	***** ADDITIONAL PROJECTS AND REPAIRS *****	(1-5)	COMMENTS
	N/A	1. Staff prepped 100 fishing rods for kids fishing event	5	
	N/A	2. Staff worked Kids fishing event 01/10/2026	5	
	N/A	3. Staff took down Christmas decorations and City hall tree	5	
	N/A	4. debris, brush, and dead trees removed at city hall rear parking area.	5	
	N/A	5. Staff removed raise edges on Ballfields	5	
	N/A	6. Ballfields treated for winter weeds	5	
	N/A	7. Ballfields graded using new laser grader.	5	
	N/A	8. Staff performed housekeeping and winter equipment maintenance.		
	N/A			
0	0	SUB-TOTALS	35	POSSIBLE SCORE: 35
COMMENTS:				% AVERAGE: 100.0%

SUB-TOTALS FROM ALL CHECKLISTS		
Maintenance Standard		Rating
Turf and Mowing Standards		95.0%
General Standards		93.3%
Additional Project and Repairs		100.0%
Park Certification Total Score		94.2%

Building Inspection Report

DECEMBER	2025	2024	YTD 2025	YTD 2024
Building	65	59	801	786
Electrical	36	35	428	415
Plumbing	24	28	361	422
Mechanical	14	15	159	196
Re-Inspections	2	10	72	183
Certificate of Occupancy	0	0	26	12
Certificate of Occupancy Re-Inspection	0	0	8	9
Total # of Inspections	141	147	1856	2023
Plan Review	10	26	230	199

Building Permit Report

DECEMBER	2025	2024	YTD 2025	YTD 2024
Building	15	21	314	285
Electrical	10	16	164	165
Plumbing	13	6	135	158
Mechanical	10	10	97	112
Permanent Sign	1	7	16	17
Temporary Sign	1	0	29	8
Certificate of Occupancy	1	0	23	14
Swimming Pool	0	1	15	6
Irrigation System	5	9	68	57
Solicitor	0	0	2	2
Contractor Registration	7	17	254	233
MHP Registration	0	0	3	0
Garage Sales	3		160	
Total # of Permits	66	87	1280	1057

City of Joshua

EDC Monthly Staff Report

Period: December 2025

Prepared by: Nora Fussner

Business Retention/Business Spotlights:

Punkin Patch Daycare
 Diesel Dynamics
 Kimble & Co.
 Las Alazanas Restaurant
 OEM Replacement Parts
 UMC Energy

Planning & Zoning Projects:

Mountain Valley Replat

- Newspaper publication
- Property owner mailouts
- Staff report and all supporting documentation for P&Z
- Calls and inquiries from surrounding property owners

202 Trailwood Conditional Use Permit

- Newspaper publication
- Property owner mailouts
- Staff report and all supporting documentation for P&Z
- Calls and inquiries from surrounding property owners

724 CR 909 Rezone Request

- Newspaper publication
- Property owner mailouts
- Staff report and all supporting documentation for P&Z
- Calls and inquiries from surrounding property owners

Caddo Peak Addition

- Coordinating with City Engineer and Project Engineer to resolve all comments
- Coordinating with JCSUD

Huckaby Addition

- Review of final plat
- Coordinating with Johnson County Development Services and Johnson County Special Utility District.

Special Events:

Christmas on Main

- Served on planning committee
- Recap of event

Planning of special events for the 2026 calendar year

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

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, legislative bills, recordkeeping, and responding to citizen needs.

Task

City Council Agendas Prepared	1
Council Meeting Minutes Completed	1
Supporting Documents Processed	2
Board/Commission Agendas Prepared	3
Meetings	
Board/Commission Minutes Completed	3
Supporting Documents Processed	
Public Information Requests Processed	40
Resolutions/Ordinance Indexed	4
U.S. Census Bureau Monthly Report	1
TABC License Applications Processed	0
Liens Filed with Johnson County Clerk	4
Opioids Settlement- Working with the Texas Attorney General's Office on the City of Joshua's participation in the state settlement.	
Coordinated multi-department support for agendas and records.	

May 2, 2026, General Election

Preparations and statutory requirements for the upcoming **May 2, 2026, General Election**, which will include the election of **City Council Place 2 and Place 5**, in accordance with the Texas Election Code.

Current Status

The **Notice of Deadline to File an Application for Place on the Ballot** has been prepared and posted on the City's bulletin boards and official website as required by law.

Candidate packets will be available for pickup beginning the **first week of January 2026**.

An ordinance calling the **May 2, 2026, General Election** will be presented to the City Council for consideration in **January 2026**.

Candidate Filing Period

- **First day to file:** January 14, 2026
- **Last day to file:** February 13, 2026

Applications must be filed during regular business hours unless otherwise permitted by statute.

City Secretary Mandatory Office Hours

In accordance with the Texas Election Code, mandatory office hours for the City Secretary will be observed during the election period as follows:

- **March 13, 2026, through June 11, 2026**

Early Voting Period

Early voting for the May 2, 2026, election will be conducted:

- **April 20, 2026, through April 28, 2026 – Hours are pending council decision**

Training/Education

- Enrolled in the Silver EPP 2-year Program with the International Institute of Municipal Clerks. (Round 2)-The education requirements for the EPP are advanced and complex, like those of the MMC program. The breadth and depth of the EPP courses are academically advanced.
- TMCA-Practical Tools for Public Sector Productivity
- TMCA-Leadership without a Title

- NTMCA-attended monthly training meeting in Weatherford
- TMCA-attended: Six Types of Working Genius- Unlocking the Way to do our Best Work.
- TMCA: Cohosting a 2-hour webinar regarding 101 City Secretary.
- Attending the 54th Annual Election Law Seminar on January 21st through January 23rd.
The registration fees are waived since I am a speaker for three sessions.

Board Training

The date has been set: the official date is January 24, 2026, from 9 am to 3 pm. The following topics will be discussed:

1. **Roles and Responsibilities**
Understand the distinct roles of board and commission members, staff, and the City Council. Learn about conflict-of-interest laws, ethical standards, and fiduciary duties.
2. **Conducting Effective Meetings**
Gain tools for running productive meetings: how to handle public comment (dos and don'ts), what constitutes a meeting or executive session, the importance of openness in decision-making, and the basics of voting, motions, and amendments.
3. **Open Meetings, Public Information, and Records Management**
Explore the Open Meetings Act, Public Information Act, and records management requirements. Learn how agendas are set and posted, quorum requirements, and what qualifies as a public record (emails, texts, notes, and recordings).
4. **City Governance Framework**
Build familiarity with the City's Charter, Code of Ordinances, and Comprehensive Plan to better understand how they guide decision-making and long-term planning.
5. **Zoning and Land Use**
Review zoning basics, land use planning, and the development review process to understand how these elements shape community growth.
6. **Economic Development**
Learn about tools available to the City's Economic Development Corporation, including grants, abatements, and 380/381 agreements that help attract and support businesses.
7. **Communication and Trust-Building**
Discover the importance of clear, transparent communication, listening effectively, providing consistent information, and building trust with fellow members, staff, Council, and the community.

Ongoing Projects:

- Develop and Implement a Board Policy Manual
- Establish a Board Member Orientation Program
- Updating Records Management Procedures and Internal Records Policies

Final

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.