



**AGENDA
CITY COUNCIL REGULAR MEETING
COUNCIL CHAMBERS
OCTOBER 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 financial report for September 2026. (Staff Resource: M. Peacock)

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

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

F. PUBLIC FORUM, PRESENTATION, AND RECOGNITION:

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

G. CONSENT AGENDA

1. Discuss, consider, and possible action on a Resolution approving the City of Joshua Investment Report for the Quarter Ending September 30, 2026. (Staff Resource: M. Freelen)
2. Discuss, consider, and possible action on the September 17, 2026, meeting minutes. (Staff Resource: A. Holloway)

H. REGULAR AGENDA

- [1.](#) Discuss, consider, and possible action on an Ordinance amending the Fiscal Year 2027 budget. (Staff Resource: M. Freelen)
- [2.](#) Discuss, consider, and possible action on a Resolution authorizing the temporary closure of a portion of State right-of-way in connection with Joshua's Hometown Christmas on Main Street on December 5, 2026, and authorizing the Mayor to execute an Agreement for the Temporary Closure of State Right-of-Way with the Texas Department of Transportation. (Staff Resource: A. Holloway)
- [3.](#) Discuss, consider, and possible action regarding a Lease Agreement with D & M Leasing Fleet Services. (Staff Resource: M. Peacock)
- [4.](#) Discuss, consider, and possible action regarding the City of Joshua's vote for the Texas Municipal League Region 8 Director. (Staff Resource: A. Holloway)

I. STAFF REPORT

- [1.](#) Police Department
- [2.](#) Municipal Court
- [3.](#) Code Enforcement
- [4.](#) Parks Department
- [5.](#) Development Services
- [6.](#) Economic Development
- [7.](#) Public Works
- [8.](#) Animal Services
- [9.](#) Human Resources
- [10.](#) 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. Consultation with the City Attorney regarding recently filed Notice of Claim, and all matters incident and related thereto.

K. RECONVENE INTO REGULAR SESSION

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

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

Councilmembers shall not comment upon, deliberate, or discuss any item that is not on the agenda. Councilmembers shall not make routine inquiries about operations or project status on an item that

is not posted. However, any Councilmember may state an issue and request to place the item on a future agenda.

M. ADJOURNMENT

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

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

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

CERTIFICATE:

I hereby certify that the above agenda was posted on October 8, 2026, at 5:00 pm on the official bulletin board at Joshua City Hall, 101 S. Main, Joshua, Texas.

Alice Holloway
City Secretary



**City Council Agenda
October 15, 2026**

Work Session Item

Agenda Description:

Review and discuss questions related to the financial report for September 2026. (Staff Resource: M. Peacock)

Background Information:

Section 6.09 of the City of Joshua Charter states “The City Manager shall present a monthly financial report in a form acceptable to the City Council.”

Financial Information:

Target percentage of 100% is based on twelve of the twelve months in the fiscal year being complete. Final fiscal year 2026 reporting is pending revenue and expense accruals.

City Contact and Recommendations:

Mike Peacock, City Manager

Attachments:

1. Financial Report for September 2026



City of Joshua, TX

Budget Report Account Summary

For Fiscal: 2025-2026 Period Ending: 09/30/2026

Item 1.

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 100 - General							
Revenue							
Dept: 80 - Property taxes							
100-80-400000	GF Property Tax	3,861,467.00	3,861,467.00	0.00	3,810,460.89	-51,006.11	98.68 %
100-80-400100	GF Property Tax Penalty	15,000.00	15,000.00	0.00	17,590.26	2,590.26	117.27 %
100-80-400200	GF Property Tax Interest	10,000.00	10,000.00	0.00	10,523.82	523.82	105.24 %
Dept: 80 - Property taxes Total:		3,886,467.00	3,886,467.00	0.00	3,838,574.97	-47,892.03	98.77%
Dept: 81 - Sales taxes							
100-81-401000	City Sales Taxes	1,400,000.00	1,400,000.00	0.00	1,639,547.83	239,547.83	117.11 %
Dept: 81 - Sales taxes Total:		1,400,000.00	1,400,000.00	0.00	1,639,547.83	239,547.83	117.11%
Dept: 83 - Franchise taxes							
100-83-403000	Franchise Taxes	395,000.00	395,000.00	0.00	430,296.95	35,296.95	108.94 %
Dept: 83 - Franchise taxes Total:		395,000.00	395,000.00	0.00	430,296.95	35,296.95	108.94%
Dept: 84 - Mixed beverage taxes							
100-84-404000	Mixed Beverage Tax	20,000.00	20,000.00	0.00	20,407.26	407.26	102.04 %
Dept: 84 - Mixed beverage taxes Total:		20,000.00	20,000.00	0.00	20,407.26	407.26	102.04%
Dept: 86 - Fines and fees							
100-86-410000	Permits & Fees	200,000.00	200,000.00	0.00	313,258.81	113,258.81	156.63 %
100-86-410100	Fines & Court Fees	170,000.00	170,000.00	0.00	58,002.65	-111,997.35	34.12 %
100-86-410500	Gas Well Fees	28,000.00	28,000.00	0.00	16,400.00	-11,600.00	58.57 %
100-86-410600	Development Fees	3,000.00	3,000.00	0.00	5,285.00	2,285.00	176.17 %
100-86-410820	Pet Adoption Fees	20,145.00	20,145.00	0.00	35,180.00	15,035.00	174.63 %
100-86-410840	Credit Card Fees	0.00	0.00	0.00	9,384.15	9,384.15	0.00 %
100-86-410850	Local Truancy and Prevention Divers..	7,500.00	7,500.00	0.00	6,016.83	-1,483.17	80.22 %
100-86-410860	Municipal Jury Fund	300.00	300.00	0.00	107.35	-192.65	35.78 %
100-86-410870	Time Payment Reimbursement Fee	2,500.00	2,500.00	0.00	2,307.13	-192.87	92.29 %
Dept: 86 - Fines and fees Total:		431,445.00	431,445.00	0.00	445,941.92	14,496.92	103.36%
Dept: 87 - Grants and contributions							
100-87-420400	Police Department Grants	20,000.00	86,559.00	0.00	69,010.37	-17,548.63	79.73 %
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	2,874.34	1,374.34	191.62 %
Dept: 87 - Grants and contributions Total:		41,500.00	108,059.00	0.00	71,884.71	-36,174.29	66.52%
Dept: 88 - Investment earnings							
100-88-460000	Interest Income	60,000.00	60,000.00	0.00	172,796.85	112,796.85	287.99 %
Dept: 88 - Investment earnings Total:		60,000.00	60,000.00	0.00	172,796.85	112,796.85	287.99%
Dept: 89 - Miscellaneous							
100-89-490100	Miscellaneous Revenue	37,520.00	37,520.00	0.00	91,810.65	54,290.65	244.70 %
Dept: 89 - Miscellaneous Total:		37,520.00	37,520.00	0.00	91,810.65	54,290.65	244.70%
Dept: 96 - Proceeds							
100-96-492000	Proceeds from Disposal	0.00	0.00	0.00	7,305.00	7,305.00	0.00 %
100-96-496000	Proceeds from Insurance Claims	0.00	69,433.00	0.00	72,717.36	3,284.36	104.73 %
Dept: 96 - Proceeds Total:		0.00	69,433.00	0.00	80,022.36	10,589.36	115.25%
Revenue Total:		6,271,932.00	6,407,924.00	0.00	6,791,283.50	383,359.50	105.98%
Fund: 100 - General Total:		6,271,932.00	6,407,924.00	0.00	6,791,283.50	383,359.50	105.98%
Report Total:		6,271,932.00	6,407,924.00	0.00	6,791,283.50	383,359.50	105.98%



City of Joshua, TX

Budget Report Account Summary

For Fiscal: 2025-2026 Period Ending: 09/30/2026

Item 1.

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 100 - General							
Expense							
Dept: 10 - Non-departmental							
100-10-500160	Dues & Subscriptions	3,002.00	3,002.00	0.00	2,994.22	7.78	99.74 %
100-10-500401	Legal Services	45,000.00	45,000.00	0.00	41,575.14	3,424.86	92.39 %
100-10-500402	IT Services	71,928.00	83,676.00	0.00	90,131.40	-6,455.40	107.71 %
100-10-500420	Central Appraisal District	60,280.00	60,280.00	0.00	63,285.05	-3,005.05	104.99 %
100-10-500421	County Assessor - Collector	5,992.00	5,992.00	0.00	5,380.80	611.20	89.80 %
100-10-500550	Debt Service & Reports	3,450.00	3,450.00	0.00	3,950.00	-500.00	114.49 %
100-10-500800	Events	19,500.00	19,500.00	0.00	4,019.22	15,480.78	20.61 %
100-10-500801	Christmas Tree & Decor	13,700.00	13,700.00	0.00	11,876.85	1,823.15	86.69 %
100-10-500840	380 Agreement Expenses	49,237.96	49,237.96	0.00	44,132.69	5,105.27	89.63 %
100-10-500900	Library Operating Expense	21,300.00	21,300.00	0.00	21,300.00	0.00	100.00 %
100-10-500902	Cle-Tran	7,143.00	7,143.00	0.00	7,499.69	-356.69	104.99 %
100-10-500940	Liability Insurance	61,453.00	61,453.00	0.00	44,304.00	17,149.00	72.09 %
100-10-500941	Property Insurance	68,868.00	68,868.00	0.00	95,440.93	-26,572.93	138.59 %
100-10-500943	Technology Replacements	31,308.17	36,608.17	0.00	29,951.40	6,656.77	81.82 %
100-10-560000	Capital Outlay	20,529.00	20,529.00	0.00	15,424.00	5,105.00	75.13 %
100-10-597150	Transfer To Donation	20,000.00	20,000.00	0.00	20,000.00	0.00	100.00 %
100-10-597700	Transfer To Capital Improvement	50,000.00	50,000.00	0.00	50,000.00	0.00	100.00 %
Dept: 10 - Non-departmental Total:		552,691.13	569,739.13	0.00	551,265.39	18,473.74	96.76 %
Dept: 11 - City Manager							
100-11-500110	Salaries	341,781.00	341,781.00	0.00	327,754.98	14,026.02	95.90 %
100-11-500111	Overtime	0.00	0.00	0.00	1,282.20	-1,282.20	0.00 %
100-11-500112	Worker's Comp	643.00	643.00	0.00	656.00	-13.00	102.02 %
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	0.00	5,405.74	-99.74	101.88 %
100-11-500130	Benefits	32,569.00	32,569.00	0.00	27,049.94	5,519.06	83.05 %
100-11-500140	TMRS	36,938.00	36,938.00	0.00	37,649.71	-711.71	101.93 %
100-11-500150	Training & Travel	5,950.80	5,950.80	0.00	2,923.72	3,027.08	49.13 %
100-11-500160	Dues & Subscriptions	1,703.00	1,703.00	0.00	1,648.70	54.30	96.81 %
100-11-500161	Surety Bonds	260.00	260.00	0.00	130.00	130.00	50.00 %
100-11-500213	Uniforms	300.00	300.00	0.00	188.20	111.80	62.73 %
100-11-500220	Office Supplies	3,999.92	3,999.92	0.00	2,111.36	1,888.56	52.79 %
100-11-500221	Printing	1,437.90	1,437.90	0.00	613.95	823.95	42.70 %
100-11-500222	Postage	500.00	500.00	0.00	0.74	499.26	0.15 %
100-11-500250	Office Equipment & Furniture	500.00	500.00	0.00	218.48	281.52	43.70 %
100-11-500310	Fuel, Oil & Service	1,599.96	1,599.96	0.00	1,612.31	-12.35	100.77 %
100-11-500311	Vehicle R & M	842.04	842.04	0.00	906.98	-64.94	107.71 %
100-11-500330	Building R & M	71,440.00	87,002.00	0.00	81,074.04	5,927.96	93.19 %
100-11-500350	Office Equipment R & M	3,387.88	3,387.88	0.00	2,841.88	546.00	83.88 %
100-11-500404	Contract Services	4,527.24	4,527.24	0.00	4,491.30	35.94	99.21 %
100-11-500410	Software Maintenance	9,309.32	9,309.32	0.00	4,595.19	4,714.13	49.36 %
100-11-500605	Lease Payments	14,658.84	14,658.84	0.00	14,658.84	0.00	100.00 %
100-11-500710	Utilities	19,199.40	19,199.40	0.00	16,489.84	2,709.56	85.89 %
100-11-500750	Mobile Technology	1,394.40	1,394.40	0.00	1,483.70	-89.30	106.40 %
100-11-500909	Miscellaneous	160.00	160.00	0.00	775.70	-615.70	484.81 %
Dept: 11 - City Manager Total:		560,391.70	575,953.70	0.00	538,507.50	37,446.20	93.50 %
Dept: 12 - City Secretary							
100-12-500110	Salaries	138,110.00	138,110.00	0.00	139,797.71	-1,687.71	101.22 %
100-12-500111	Overtime	0.00	0.00	0.00	97.50	-97.50	0.00 %
100-12-500112	Worker's Comp	323.00	323.00	0.00	339.00	-16.00	104.95 %

Budget Report

For Fiscal: 2025-2026 Period Ending

Item 1.

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
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	0.00	2,039.89	127.11	94.13 %
100-12-500130	Benefits	10,436.00	10,436.00	0.00	9,746.12	689.88	93.39 %
100-12-500140	TMRS	14,900.00	14,900.00	0.00	14,810.56	89.44	99.40 %
100-12-500150	Training & Travel	10,800.00	10,800.00	0.00	5,410.06	5,389.94	50.09 %
100-12-500160	Dues & Subscriptions	586.00	586.00	0.00	545.65	40.35	93.11 %
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	378.54	739.41	33.86 %
100-12-500218	Events & Awards	5,280.00	7,690.00	0.00	2,346.71	5,343.29	30.52 %
100-12-500220	Office Supplies	1,150.00	1,150.00	0.00	726.99	423.01	63.22 %
100-12-500222	Postage	500.00	500.00	0.00	172.51	327.49	34.50 %
100-12-500240	Election Expenses	5,600.00	10,100.00	0.00	5,558.96	4,541.04	55.04 %
100-12-500250	Office Equipment & Furniture	1,300.00	1,300.00	0.00	950.78	349.22	73.14 %
100-12-500403	Ordinance Codification	21,400.00	21,400.00	0.00	4,239.00	17,161.00	19.81 %
100-12-500404	Contract Services	2,008.96	2,008.96	0.00	2,108.96	-100.00	104.98 %
100-12-500410	Software Maintenance	26,537.55	26,537.55	0.00	25,149.32	1,388.23	94.77 %
100-12-500750	Mobile Technology	504.00	504.00	0.00	412.33	91.67	81.81 %
100-12-500800	Events	4,500.00	4,500.00	0.00	698.03	3,801.97	15.51 %
100-12-500909	Miscellaneous	1,000.00	1,000.00	0.00	1,250.74	-250.74	125.07 %
100-12-500931	Publishing & Filing Fees	9,200.00	9,200.00	0.00	4,529.56	4,670.44	49.23 %
100-12-500946	Records Retention	1,000.00	1,000.00	0.00	195.00	805.00	19.50 %
Dept: 12 - City Secretary Total:		259,110.46	266,020.46	0.00	222,063.92	43,956.54	83.48%
Dept: 13 - Human Resources							
100-13-500110	Salaries	113,192.00	133,817.00	0.00	111,952.69	21,864.31	83.66 %
100-13-500112	Worker's Comp	212.00	251.00	0.00	236.00	15.00	94.02 %
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	2,178.00	0.00	1,721.20	456.80	79.03 %
100-13-500130	Benefits	10,571.00	10,571.00	0.00	9,514.32	1,056.68	90.00 %
100-13-500140	TMRS	12,193.00	14,409.00	0.00	12,212.96	2,196.04	84.76 %
100-13-500150	Training & Travel	2,255.50	2,255.50	0.00	412.38	1,843.12	18.28 %
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	400.00	239.00	62.60 %
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	654.99	765.01	46.13 %
100-13-500212	Reference Materials	790.52	843.52	0.00	843.60	-0.08	100.01 %
100-13-500213	Uniforms	150.00	150.00	0.00	100.69	49.31	67.13 %
100-13-500220	Office Supplies	672.80	672.80	0.00	271.96	400.84	40.42 %
100-13-500222	Postage	100.00	100.00	0.00	138.85	-38.85	138.85 %
100-13-500250	Office Equipment & Furniture	2,077.91	2,077.91	0.00	449.93	1,627.98	21.65 %
100-13-500403	Legal Services	10,000.00	4,080.00	0.00	4,080.00	0.00	100.00 %
100-13-500404	Contract Services	30,763.20	30,763.20	0.00	30,318.77	444.43	98.56 %
100-13-500410	Software Maintenance	13,088.08	13,088.08	0.00	13,882.32	-794.24	106.07 %
100-13-500750	Mobile Technology	600.00	600.00	0.00	261.75	338.25	43.63 %
100-13-500909	Miscellaneous	931.00	931.00	0.00	349.45	581.55	37.53 %
100-13-500930	Advertising	1,500.00	1,447.00	0.00	75.00	1,372.00	5.18 %
Dept: 13 - Human Resources Total:		205,336.01	222,712.01	0.00	188,164.86	34,547.15	84.49%
Dept: 14 - Finance							
100-14-500110	Salaries	190,833.00	190,833.00	0.00	188,859.40	1,973.60	98.97 %
100-14-500111	Overtime	1,000.00	1,000.00	0.00	39.96	960.04	4.00 %
100-14-500112	Worker's Comp	360.00	360.00	0.00	535.00	-175.00	148.61 %
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	0.00	2,604.16	435.84	85.66 %
100-14-500130	Benefits	32,208.00	32,208.00	0.00	27,985.92	4,222.08	86.89 %
100-14-500140	TMRS	20,792.00	20,792.00	0.00	20,680.06	111.94	99.46 %
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	250.00	0.00	100.00 %
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 %

Budget Report

For Fiscal: 2025-2026 Period Ending

Item 1.

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
100-14-500220	Office Supplies	1,031.09	1,031.09	0.00	694.00	337.09	67.31 %
100-14-500221	Printing	2,586.00	1,586.00	0.00	339.66	1,246.34	21.42 %
100-14-500222	Postage	1,000.00	1,000.00	0.00	666.53	333.47	66.65 %
100-14-500250	Office Equipment & Furniture	1,050.00	302.00	0.00	206.79	95.21	68.47 %
100-14-500404	Contract Services	1,524.36	1,524.36	0.00	1,524.36	0.00	100.00 %
100-14-500405	Accounting & Audit	40,000.00	40,000.00	0.00	41,500.00	-1,500.00	103.75 %
100-14-500410	Software Maintenance	30,019.56	30,019.56	0.00	30,765.79	-746.23	102.49 %
100-14-500909	Miscellaneous	2,500.00	2,500.00	0.00	1,478.55	1,021.45	59.14 %
Dept: 14 - Finance Total:		330,726.01	328,978.01	0.00	319,802.18	9,175.83	97.21%
Dept: 15 - Municipal Court							
100-15-500110	Salaries	63,087.00	63,087.00	0.00	62,030.25	1,056.75	98.32 %
100-15-500111	Overtime	600.00	600.00	0.00	273.61	326.39	45.60 %
100-15-500112	Worker's Comp	121.00	121.00	0.00	139.00	-18.00	114.88 %
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	0.00	1,081.99	-20.99	101.98 %
100-15-500130	Benefits	10,099.00	10,099.00	0.00	9,141.91	957.09	90.52 %
100-15-500140	TMRS	6,998.00	6,998.00	0.00	6,861.22	136.78	98.05 %
100-15-500150	Training & Travel	1,884.00	1,884.00	0.00	926.34	957.66	49.17 %
100-15-500160	Dues & Subscriptions	0.00	0.00	0.00	75.00	-75.00	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	105.00	195.00	35.00 %
100-15-500220	Office Supplies	200.00	200.00	0.00	166.66	33.34	83.33 %
100-15-500221	Printing	2,933.00	2,933.00	0.00	635.00	2,298.00	21.65 %
100-15-500222	Postage	1,000.00	1,000.00	0.00	377.16	622.84	37.72 %
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	0.00	5,500.10	499.90	91.67 %
100-15-500404	Contract Services	24,917.28	24,917.28	0.00	22,917.28	2,000.00	91.97 %
100-15-500410	Software Maintenance	303.96	303.96	0.00	329.29	-25.33	108.33 %
100-15-500411	Collection Fees	2,000.00	2,000.00	0.00	1,074.00	926.00	53.70 %
100-15-500414	Credit Card Processing	11,175.00	11,175.00	0.00	3,065.28	8,109.72	27.43 %
100-15-500910	Warrant Entry Fees	1,400.00	1,400.00	0.00	1,049.10	350.90	74.94 %
Dept: 15 - Municipal Court Total:		135,999.24	135,999.24	0.00	117,188.19	18,811.05	86.17%
Dept: 21 - Development Services							
100-21-500110	Salaries	175,166.00	175,166.00	0.00	144,570.98	30,595.02	82.53 %
100-21-500111	Overtime	750.00	750.00	0.00	1,537.50	-787.50	205.00 %
100-21-500112	Worker's Comp	588.00	588.00	0.00	637.00	-49.00	108.33 %
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	0.00	2,545.04	367.96	87.37 %
100-21-500130	Benefits	28,872.00	28,872.00	0.00	23,246.49	5,625.51	80.52 %
100-21-500140	TMRS	18,987.00	18,987.00	0.00	16,088.89	2,898.11	84.74 %
100-21-500150	Training & Travel	5,710.00	5,710.00	0.00	7,755.69	-2,045.69	135.83 %
100-21-500160	Dues & Subscriptions	712.00	712.00	0.00	506.11	205.89	71.08 %
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	162.50	407.50	28.51 %
100-21-500220	Office Supplies	1,500.00	1,500.00	0.00	623.63	876.37	41.58 %
100-21-500221	Printing	1,000.00	1,000.00	0.00	1,040.57	-40.57	104.06 %
100-21-500222	Postage	1,000.00	1,000.00	0.00	999.20	0.80	99.92 %
100-21-500250	Office Equipment & Furniture	250.00	250.00	0.00	149.99	100.01	60.00 %
100-21-500310	Fuel, Oil & Service	1,000.00	1,000.00	0.00	1,086.08	-86.08	108.61 %
100-21-500311	Vehicle R & M	2,241.90	2,241.90	0.00	5,406.91	-3,165.01	241.18 %
100-21-500403	Permits Software	9,106.83	9,106.83	0.00	9,682.43	-575.60	106.32 %
100-21-500404	Contract Services	7,861.04	7,861.04	0.00	23,743.15	-15,882.11	302.04 %
100-21-500406	Nuisance Abatement	6,000.00	6,000.00	0.00	15,480.00	-9,480.00	258.00 %
100-21-500410	Software Maintenance	2,543.76	2,543.76	0.00	1,642.44	901.32	64.57 %
100-21-500414	Credit Card Processing	5,500.00	5,500.00	0.00	7,228.96	-1,728.96	131.44 %
100-21-500605	Lease Payments	16,322.70	16,322.70	0.00	19,276.44	-2,953.74	118.10 %
100-21-500710	Utilities	761.04	761.04	0.00	697.29	63.75	91.62 %
100-21-500750	Mobile Technology	938.64	938.64	0.00	716.25	222.39	76.31 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
100-21-500932	Engineering Services	20,000.00	20,000.00	0.00	4,989.00	15,011.00	24.95 %
100-21-500934	Gas Well Inspection Services	24,000.00	24,000.00	0.00	14,000.00	10,000.00	58.33 %
Dept: 21 - Development Services Total:		335,215.91	335,215.91	0.00	304,604.54	30,611.37	90.87%
Dept: 31 - Police							
100-31-500110	Salaries	1,451,685.00	1,445,405.00	0.00	1,179,486.87	265,918.13	81.60 %
100-31-500111	Overtime	34,408.14	34,408.14	0.00	46,087.51	-11,679.37	133.94 %
100-31-500112	Worker's Comp	30,726.00	30,726.00	0.00	26,557.00	4,169.00	86.43 %
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	0.00	20,515.26	3,277.74	86.22 %
100-31-500130	Benefits	231,078.00	231,078.00	0.00	163,747.15	67,330.85	70.86 %
100-31-500140	TMRS	159,838.00	159,838.00	0.00	133,400.12	26,437.88	83.46 %
100-31-500150	Training & Travel	6,600.06	6,600.06	0.00	8,865.04	-2,264.98	134.32 %
100-31-500152	LEOSE Training	28,649.00	28,649.00	0.00	11,240.52	17,408.48	39.24 %
100-31-500160	Dues & Memberships	1,816.86	1,816.86	0.00	876.12	940.74	48.22 %
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	0.00	964.07	35.51	96.45 %
100-31-500213	Uniforms	5,667.18	8,042.18	0.00	5,635.74	2,406.44	70.08 %
100-31-500215	Law Enforcement Supplies	6,667.80	6,667.80	0.00	6,302.18	365.62	94.52 %
100-31-500217	Investigations	4,296.28	4,296.28	0.00	11,280.00	-6,983.72	262.55 %
100-31-500218	Awards	520.00	520.00	0.00	130.00	390.00	25.00 %
100-31-500219	Public Relations	1,071.11	1,071.11	0.00	1,197.35	-126.24	111.79 %
100-31-500220	Office Supplies	3,965.41	3,965.41	0.00	3,446.57	518.84	86.92 %
100-31-500222	Postage	582.64	582.64	0.00	295.79	286.85	50.77 %
100-31-500250	Office Equipment & Furniture	492.00	492.00	0.00	643.81	-151.81	130.86 %
100-31-500260	Vests & Safety Equipment	9,071.95	9,071.95	0.00	4,510.19	4,561.76	49.72 %
100-31-500262	Equipment	17,240.00	17,240.00	0.00	8,856.26	8,383.74	51.37 %
100-31-500310	Fuel, Oil & Service	29,992.91	27,617.91	0.00	26,544.84	1,073.07	96.11 %
100-31-500311	Vehicle R & M	12,519.20	43,265.20	0.00	44,946.54	-1,681.34	103.89 %
100-31-500320	Equipment R & M	1,500.00	1,500.00	0.00	34.25	1,465.75	2.28 %
100-31-500330	Building R & M	7,927.04	7,927.04	0.00	11,589.12	-3,662.08	146.20 %
100-31-500404	Contract Services	93,931.30	93,931.30	0.00	88,434.64	5,496.66	94.15 %
100-31-500408	Reporting System	48,789.51	48,789.51	0.00	4,200.00	44,589.51	8.61 %
100-31-500410	Software Maintenance	4,280.88	9,088.88	0.00	11,071.92	-1,983.04	121.82 %
100-31-500605	Lease Payments	103,925.16	103,925.16	0.00	104,785.56	-860.40	100.83 %
100-31-500710	Utilities	13,000.20	13,000.20	0.00	11,516.68	1,483.52	88.59 %
100-31-500750	Mobile Technology	4,411.44	4,411.44	0.00	4,046.54	364.90	91.73 %
100-31-560000	Capital Outlay	0.00	111,232.00	0.00	104,262.67	6,969.33	93.73 %
Dept: 31 - Police Total:		2,347,951.65	2,488,457.65	0.00	2,053,774.31	434,683.34	82.53%
Dept: 32 - Animal Services							
100-32-500110	Salaries	167,165.00	167,165.00	0.00	152,277.12	14,887.88	91.09 %
100-32-500111	Overtime	2,400.00	2,400.00	0.00	1,906.81	493.19	79.45 %
100-32-500112	Worker's Comp	4,884.00	4,884.00	0.00	4,342.00	542.00	88.90 %
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	0.00	3,089.61	-152.61	105.20 %
100-32-500130	Benefits	24,823.00	24,823.00	0.00	16,244.43	8,578.57	65.44 %
100-32-500140	TMRS	18,296.00	18,296.00	0.00	16,636.50	1,659.50	90.93 %
100-32-500150	Training & Travel	2,800.00	2,800.00	0.00	1,406.20	1,393.80	50.22 %
100-32-500160	Dues & Subscriptions	200.00	200.00	0.00	50.00	150.00	25.00 %
100-32-500161	Surety Bonds	520.00	520.00	0.00	363.50	156.50	69.90 %
100-32-500213	Uniforms	1,394.00	1,394.00	0.00	543.84	850.16	39.01 %
100-32-500220	Office Supplies	500.00	500.00	0.00	676.90	-176.90	135.38 %
100-32-500222	Postage	1,200.00	1,200.00	0.00	245.35	954.65	20.45 %
100-32-500250	Office Equip & Furniture	1,000.00	1,000.00	0.00	769.48	230.52	76.95 %
100-32-500262	Miscellaneous Shelter Equipment	5,724.87	5,724.87	0.00	3,720.85	2,004.02	64.99 %
100-32-500280	Micro Chips	4,140.00	4,140.00	0.00	2,996.25	1,143.75	72.37 %
100-32-500282	Medical Supplies	10,093.67	10,093.67	0.00	7,919.52	2,174.15	78.46 %
100-32-500283	Staff Immunizations	2,988.00	2,988.00	0.00	805.00	2,183.00	26.94 %
100-32-500284	Rabies Vouchers	1,000.00	1,000.00	0.00	722.70	277.30	72.27 %

Budget Report

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
100-32-500298	Animal Food	6,773.65	6,773.65	0.00	6,021.43	752.22	88.89 %
100-32-500310	Fuel, Oil & Service	5,161.82	5,161.82	0.00	1,833.85	3,327.97	35.53 %
100-32-500311	Vehicle R & M	2,600.54	5,311.54	0.00	8,953.83	-3,642.29	168.57 %
100-32-500330	Building R & M	5,972.10	30,315.10	0.00	15,128.28	15,186.82	49.90 %
100-32-500350	Office Equipment R & M	0.00	0.00	0.00	29.99	-29.99	0.00 %
100-32-500404	Contract Services	17,067.76	17,067.76	0.00	8,233.40	8,834.36	48.24 %
100-32-500408	Professional Services	4,000.00	4,000.00	0.00	563.70	3,436.30	14.09 %
100-32-500410	Software Maintenance	3,739.72	3,739.72	0.00	1,317.16	2,422.56	35.22 %
100-32-500414	Credit Card Processing	1,000.00	1,000.00	0.00	1,069.59	-69.59	106.96 %
100-32-500605	Lease Payments	18,993.72	18,993.72	0.00	21,983.67	-2,989.95	115.74 %
100-32-500710	Utilities	13,674.48	13,674.48	0.00	12,931.57	742.91	94.57 %
100-32-500750	Mobile Technology	2,815.56	2,815.56	0.00	2,487.65	327.91	88.35 %
100-32-500800	Events	685.00	685.00	0.00	458.52	226.48	66.94 %
Dept: 32 - Animal Services Total:		335,261.89	362,315.89	0.00	296,328.70	65,987.19	81.79%
Dept: 33 - Fire							
100-33-500112	Worker's Comp	0.00	0.00	0.00	-10,570.00	10,570.00	0.00 %
100-33-500311	Vehicle R & M	0.00	0.00	0.00	59.00	-59.00	0.00 %
100-33-500320	Equipment R & M	0.00	0.00	0.00	840.00	-840.00	0.00 %
100-33-500330	Building R & M	27,825.00	47,046.00	0.00	36,364.42	10,681.58	77.30 %
100-33-500404	Contract Services	9,529.00	9,529.00	0.00	16,647.76	-7,118.76	174.71 %
100-33-500410	Software Maintenance	0.00	0.00	0.00	735.55	-735.55	0.00 %
100-33-500710	Utilities	35,944.56	35,944.56	0.00	37,568.10	-1,623.54	104.52 %
100-33-500750	Mobile Technology	0.00	0.00	0.00	412.33	-412.33	0.00 %
100-33-500908	Emergency Management	26,975.20	26,975.20	0.00	13,504.54	13,470.66	50.06 %
Dept: 33 - Fire Total:		100,273.76	119,494.76	0.00	95,561.70	23,933.06	79.97%
Dept: 34 - Fire Marshal							
100-34-500110	Salaries	75,384.00	75,384.00	0.00	52,995.19	22,388.81	70.30 %
100-34-500111	Overtime	0.00	0.00	0.00	4,348.71	-4,348.71	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	973.74	237.26	80.41 %
100-34-500130	Benefits	14,573.00	14,573.00	0.00	5,671.75	8,901.25	38.92 %
100-34-500140	TMRS	8,104.00	8,104.00	0.00	6,995.99	1,108.01	86.33 %
100-34-500150	Training & Travel	0.00	1,200.00	0.00	300.00	900.00	25.00 %
100-34-500160	Dues & Subscriptions	0.00	250.00	0.00	138.00	112.00	55.20 %
100-34-500213	Uniforms	0.00	777.00	0.00	836.93	-59.93	107.71 %
100-34-500217	Investigations	0.00	5,500.00	0.00	981.19	4,518.81	17.84 %
100-34-500220	Office Supplies	0.00	200.00	0.00	141.93	58.07	70.97 %
100-34-500262	Equipment	0.00	124.00	0.00	1,149.25	-1,025.25	926.81 %
100-34-500296	Fire Prevention Program	0.00	1,500.00	0.00	741.60	758.40	49.44 %
100-34-500310	Fuel, Oil & Service	1,500.00	1,500.00	0.00	2,130.99	-630.99	142.07 %
100-34-500311	Vehicle R & M	0.00	0.00	0.00	1,584.70	-1,584.70	0.00 %
100-34-500410	Software Maintenance	0.00	135.00	0.00	101.58	33.42	75.24 %
100-34-500605	Lease Payments	5,538.00	5,538.00	0.00	7,500.01	-1,962.01	135.43 %
100-34-500710	Utilities	0.00	110.00	0.00	91.86	18.14	83.51 %
100-34-500750	Mobile Technology	0.00	3,175.00	0.00	3,022.45	152.55	95.20 %
100-34-560000	Capital Outlay	0.00	0.00	0.00	8,631.88	-8,631.88	0.00 %
Dept: 34 - Fire Marshal Total:		106,649.00	119,620.00	0.00	98,337.75	21,282.25	82.21%
Dept: 41 - Public Works							
100-41-500110	Salaries	326,792.00	326,792.00	0.00	296,304.57	30,487.43	90.67 %
100-41-500111	Overtime	10,000.00	10,000.00	0.00	6,309.90	3,690.10	63.10 %
100-41-500112	Worker's Comp	9,800.00	9,800.00	0.00	9,605.00	195.00	98.01 %
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	0.00	5,321.46	305.54	94.57 %
100-41-500130	Benefits	69,638.00	69,638.00	0.00	53,320.34	16,317.66	76.57 %
100-41-500140	TMRS	36,493.00	36,493.00	0.00	33,064.15	3,428.85	90.60 %
100-41-500150	Training & Travel	6,030.00	6,030.00	0.00	4,218.00	1,812.00	69.95 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
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	0.00	8,221.45	13.30	99.84 %
100-41-500220	Office Supplies	300.00	300.00	0.00	321.75	-21.75	107.25 %
100-41-500261	Equipment Rental	9,179.20	9,179.20	0.00	9,909.79	-730.59	107.96 %
100-41-500270	Street Supplies & Materials	175,207.67	143,777.67	0.00	143,447.49	330.18	99.77 %
100-41-500310	Fuel, Oil & Service	30,500.00	30,500.00	0.00	25,619.29	4,880.71	84.00 %
100-41-500311	Vehicle R & M	9,929.77	29,929.77	0.00	29,546.66	383.11	98.72 %
100-41-500320	Equipment R & M	23,482.00	31,482.00	0.00	32,693.42	-1,211.42	103.85 %
100-41-500330	Building R & M	6,588.76	6,588.76	0.00	6,758.94	-170.18	102.58 %
100-41-500331	Sign R & M	12,577.66	12,577.66	0.00	12,377.11	200.55	98.41 %
100-41-500332	Minor Tools	1,000.00	1,000.00	0.00	971.37	28.63	97.14 %
100-41-500404	Contract Services	37,632.40	37,632.40	0.00	44,453.10	-6,820.70	118.12 %
100-41-500410	Software Maintenance	1,559.52	1,559.52	0.00	1,638.23	-78.71	105.05 %
100-41-500605	Lease Payments	24,000.00	24,000.00	0.00	50,900.88	-26,900.88	212.09 %
100-41-500670	Drainage Utility	12,900.00	16,330.00	0.00	16,329.85	0.15	100.00 %
100-41-500710	Utilities	4,000.00	4,000.00	0.00	3,955.73	44.27	98.89 %
100-41-500711	Street Lights	62,700.00	62,700.00	0.00	58,611.65	4,088.35	93.48 %
100-41-500903	Clean-Up And Recycling	5,000.00	5,000.00	0.00	1,717.16	3,282.84	34.34 %
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	0.00	858,305.29	125,796.44	87.22%
Dept: 97 - Transfers out							
100-97-597600	Transfer to Debt Service	0.00	366,088.00	0.00	366,088.00	0.00	100.00 %
Dept: 97 - Transfers out Total:		0.00	366,088.00	0.00	366,088.00	0.00	100.00%
Expense Total:		6,253,708.49	6,874,696.49	0.00	6,009,992.33	864,704.16	87.42%
Fund: 100 - General Total:		6,253,708.49	6,874,696.49	0.00	6,009,992.33	864,704.16	87.42%
Report Total:		6,253,708.49	6,874,696.49	0.00	6,009,992.33	864,704.16	87.42%



**City Council Agenda
October 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 September 30, 2026. (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 September 30, 2026, the City invested funds in Local Government Investment Pool(LGIP), TexSTAR in addition to funds held in interest-bearing accounts at the depository bank. As of September 30, 2026, there was \$12,146,110.94 invested, with total quarterly interest income of \$109,475.53.

Financial Information:

N/A

City Contact and Recommendations:

Marcie Freelen, Finance Director

Staff recommends approval of resolution.

Attachments:

1. Investment Report
2. Resolution



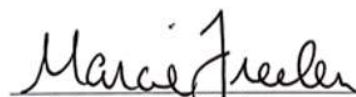
Investment Report

For the Quarter Ending

September 30, 2026

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

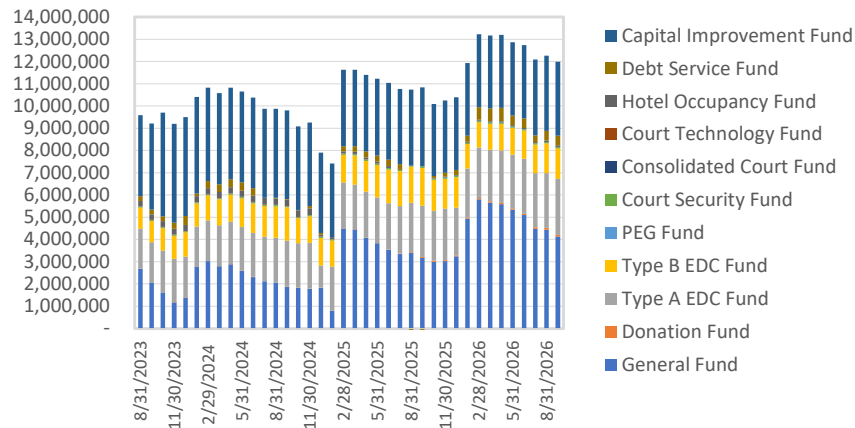

Mike Peacock, City Manager


Marcie Freelen, Finance Director

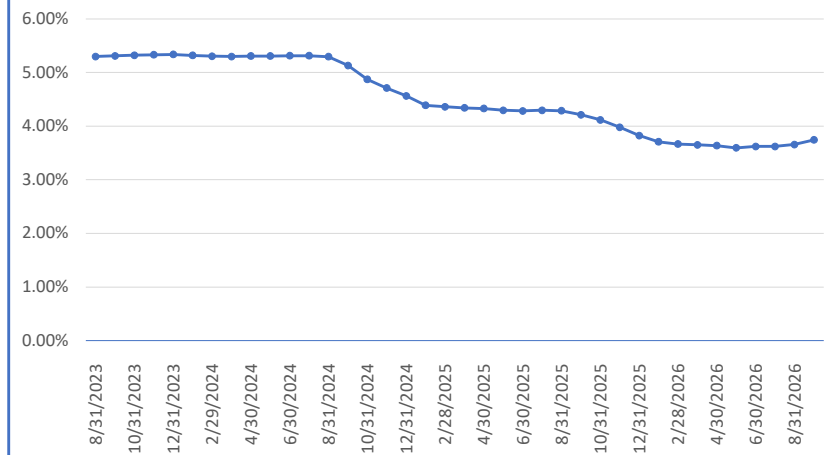
Account Name	Investment Date	Maturity Date	Par	*Ending Market Value 6/30/2026	Net Additions and Withdrawals	*Ending Market Value 9/30/2026	Market Change	Maturity in Days	Weighted Average Maturity	Interest Earned	Average Yield in Percent
Pinnacle-General Revenue	Daily	Open	\$ 35,000.00	\$ 35,000.00	\$ -	\$ 35,000.00	\$ -	1	0.00	\$ 8.36	0.10%
Pinnacle-General Revenue-ICS	Daily	Open	\$ 651,230.50	\$ 513,204.01	\$ 138,026.49	\$ 651,230.50	\$ -	1	0.05	\$ 4,171.60	3.00%
Pinnacle-2010 GO Bonds	Daily	Open	\$ 11,425.94	\$ 35,000.00	\$ (23,574.06)	\$ 11,425.94	\$ -	1	0.00	\$ 7.78	0.10%
Pinnacle-2010 GO Bonds-ICS	Daily	Open	\$ 17.52	\$ 14,111.76	\$ (14,094.24)	\$ 17.52	\$ -	1	0.00	\$ 89.58	3.00%
Pinnacle-2020 GO Bonds	Daily	Open	\$ 35,000.00	\$ 35,000.00	\$ -	\$ 35,000.00	\$ -	1	0.00	\$ 8.82	0.10%
Pinnacle-2020 GO Bonds-ICS	Daily	Open	\$ 2,842,588.67	\$ 2,817,614.37	\$ 24,974.30	\$ 2,842,588.67	\$ -	1	0.23	\$ 24,965.29	3.50%
TexStar	Daily	Open	\$ 8,570,848.31	\$ 9,290,624.21	\$ (719,775.90)	\$ 8,570,848.31	\$ -	1	0.71	\$ 80,224.10	3.67%
Total			\$ 12,146,110.94	\$ 12,740,554.35	\$ (594,443.41)	\$ 12,146,110.94			1.00	\$ 109,475.53	

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

Balances By Fund



TexSTAR Average Yield



RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS
ACCEPTING AND APPROVING THE INVESTMENT REPORT FOR THE QUARTER
ENDING SEPTEMBER 30th, 2026; 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 September 30, 2026, 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 September 30, 2026, there was \$12,146,110.94 invested in the depository bank and investment pool, with total quarterly interest income of \$109,475.53.

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 September 30, 2026.

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

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

Scott Kimble
Mayor

ATTEST:

Alice Holloway
City Secretary



**MINUTES
CITY COUNCIL REGULAR MEETING
COUNCIL CHAMBERS
SEPTEMBER 17, 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

Mayor Kimble announced a quorum and called the meeting to order at 6:35 pm.

B. PLEDGE OF ALLEGIANCE

1. United States of America
2. Texas Flag

Pledge of Allegiance led by Councilmember Kidd.

C. INVOCATION

Invocation led by Pastor Terry Darnell.

D. WORK SESSION

1. Review and discuss questions related to the financial report for August 2026. (Staff Resource: M. Peacock)

City Manager Peacock presented the financial report for August 2026. Mr. Peacock stated that we are at 92 percent and all departments are under budget.

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

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

Mayor Kimble stated that he attended a meeting with a few county commissioners regarding data centers. This might be an agenda discussion in the near future.

Councilmember Kidd stated that the Animal Shelter Board discussed the planning of the new shelter at their recent meeting.

Councilmember Dees stated that the Type B Corporation sponsored the Christmas event in the amount of \$10,000 and approved an amended budget.

Item 2.

F. PUBLIC FORUM, PRESENTATION, AND RECOGNITION:

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

1. Proclamation recognizing September 17–23, 2026, as Constitution Week in the City of Joshua, sponsored by the local chapter of the National Society Daughters of the American Revolution (DAR).

Amanda Gaertner of Cleburne, Texas, addressed the City Council on behalf of The Church of Jesus Christ of Latter-day Saints. Ms. Gaertner reported that construction of the new facility has been completed. She stated that the church is open to the public; however, the temple is considered sacred. The temple will be open November 2–4 for local leaders and will open to the general public for tours beginning November 5. Ms. Gaertner also stated that formal invitations will be distributed within the next few weeks.

Mayor Kimble read a proclamation and presented to the Daughters of the American Revolution regarding Constitution Week.

G. CONSENT AGENDA

1. Discuss, consider, and possible action on the August 20, 2026, meeting minutes. (Staff Resource: A. Holloway)
2. Discuss, consider, and possible action on a Resolution supporting the adoption of the Title VI Nondiscrimination Plan in accordance with Texas Department of Transportation (TxDOT) requirements. (Staff Resource: A. Maldonado)
3. Discuss, consider, and possible action on a resolution amending the Capitalization Policy. (Staff Resource: M. Freelen)
4. Review and discuss the possible action of approving a municipal maintenance agreement between the City of Joshua and the Texas Department of Transportation. (Staff Resource: A. Maldonado)

Motion made by Councilmember Place 1 Dees to approve the Consent Agenda. Seconded by Councilmember Place 2 Kidd.

Voting Yea: Mayor Kimble, Councilmember Place 1 Dees, Councilmember Place 2 Kidd, Councilmember Place 3 Nichols, Councilmember Place 5 Grall

H. REGULAR AGENDA

1. Discuss, consider, and possible action on an Ordinance approving the annual budget for the fiscal year beginning October 1, 2026, and ending September 30, 2027. (Staff Resource: M. Peacock)

Motion made by Councilmember Place 2 Kidd to approve the Annual Budget as presented. Seconded by Councilmember Place 5 Grall.

Voting Yea: Mayor Kimble, Councilmember Place 1 Dees, Councilmember Place 2 Kidd, Councilmember Place 3 Nichols, Councilmember Place 5 Grall

A Record Vote was taken.

2. Discuss, consider, and possible action on ratifying the property tax revenue increase in the budget for fiscal year 2026-2027. (Staff Resource: M. Peacock)

Motion made by Councilmember Place 5 Grall to ratify the property tax revenue increase. Seconded by Councilmember Place 3 Nichols.

Voting Yea: Mayor Kimble, Councilmember Place 1 Dees, Councilmember Place 2 Kidd, Councilmember Place 3 Nichols, Councilmember Place 5 Grall

A record vote was taken.

3. Public hearing on the proposed City of Joshua 2026 Tax Year Ad Valorem Property Tax Rate. (Staff Resource: M. Peacock)

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

No comments made from the public. Mayor Kimble closed the public hearing at 6:56 pm.

4. Discuss, consider, and possible action on an Ordinance adopting the City of Joshua 2026 Ad Valorem Property Tax Rate. (Staff Resource: M. Peacock)

Motion made by Councilmember Place 2 Kidd to approve the Ordinance adopting the 26 Ad Valorem Property Tax Rate. Seconded by Councilmember Place 1 Dees.

Voting Yea: Mayor Kimble, Councilmember Place 1 Dees, Councilmember Place 2 Kidd, Councilmember Place 3 Nichols, Councilmember Place 5 Grall

A Record Vote was Taken.

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

Motion made by Councilmember Place 3 Nichols to approve. Seconded by Councilmember Place 5 Grall.

Voting Yea: Mayor Kimble, Councilmember Place 1 Dees, Councilmember Place 2 Kidd, Councilmember Place 3 Nichols, Councilmember Place 5 Grall

6. Discuss, consider, and possible action on approving an Ordinance disannexing certain tracts of land, as described in Exhibit A, from the corporate limits of the City of Joshua, Texas, pursuant to Section 43.142 of the Texas Local Government Code. (Staff Resource: A. Holloway)

Motion made by Councilmember Place 2 Kidd to approve an Ordinance disannexing certain tracts of land. Seconded by Councilmember Place 1 Dees.

Voting Yea: Mayor Kimble, Councilmember Place 1 Dees, Councilmember Place 2 Kidd, Councilmember Place 3 Nichols, Councilmember Place 5 Grall

7. Discuss, consider, and possible action on a Resolution disapproving the Central Appraisal District of Johnson County Building Acquisition Proposal. (Resource: Mayor Kimble)

Motion made by Councilmember Place 3 Nichols to approve a Resolution disapproving the building acquisition proposal. Seconded by Councilmember Place 2 Kidd.

Voting Yea: Mayor Kimble, Councilmember Place 1 Dees, Councilmember Place 2 Kidd, Councilmember Place 3 Nichols, Councilmember Place 5 Grall

8. Discuss, consider, and possible action on the Johnson County amendment to the Communications System Agreement. (Staff Resource: S. Fullagar)

Motion made by Councilmember Place 2 Kidd to approve the amendment. Seconded by Councilmember Place 1 Dees.

Voting Yea: Mayor Kimble, Councilmember Place 1 Dees, Councilmember Place 2 Kidd, Councilmember Place 3 Nichols, Councilmember Place 5 Grall

9. Discuss, consider, and possible action on the Johnson County Interlocal Cooperation Agreement for Housing Class C Misdemeanor Prisoners for Budget Year 2026-2027. (Staff Resource: S. Fullagar)

Motion made by Councilmember Place 1 Dees to approve the agreement as presented. Seconded by Councilmember Place 3 Nichols.

Voting Yea: Mayor Kimble, Councilmember Place 1 Dees, Councilmember Place 2 Kidd, Councilmember Place 3 Nichols, Councilmember Place 5 Grall

10. Discuss, consider, and possible action regarding board appointments.

Motion made by Councilmember Place 2 Kidd to approve board appointments as presented. Seconded by Councilmember Place 3 Nichols.

Voting Yea: Mayor Kimble, Councilmember Place 1 Dees, Councilmember Place 2 Kidd, Councilmember Place 3 Nichols, Councilmember Place 5 Grall

11. Discuss, consider, and possible action regarding the official ballot from the Texas Municipal League Intergovernmental Risk Pool Board of Trustees. (Staff Resource: A. Holloway)

No action taken on this item.

I. STAFF REPORT

1. Police Department
2. Municipal Court
3. Animal Services
4. Public Works
5. Code Enforcement
6. Parks Department
7. Development Services
8. Economic Development
9. Human Resources
10. 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 that the City Council will recess into Executive Session at 7:13 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 that the City Council has reconvened into Regular Session at 7:31 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.

Ordinance regarding Data Centers

Animal Shelter Update

M. ADJOURN

Mayor Kimble adjourned the meeting at 7:33 pm.

Approved: October 15, 2026

Scott Kimble, Mayor

ATTEST:

Alice Holloway, City Secretary



**City Council Agenda
October 15, 2026**

Ordinance

Action Item

Agenda Description:

Discuss, consider, and possible action on an Ordinance amending the Fiscal Year 2027 budget.
(Staff Resource: M. Freelen)

Background Information:

As stated in Article 6 Section 08 of the City of Joshua Charter, “In case of public necessity, expenditures to meet unusual and unforeseen conditions which could not, by reasonable diligence, thought and attention have been included in the original budget, may from time to time be authorized.”

Financial Information:

This amendment is the first amendment to the Fiscal Year 2027 budget. This amendment has no effect on Type A fund balance. This amendment will decrease Type B fund balance by \$10,000.

City Contact and Recommendations:

Marcie Freelen, Finance Director

Attachments:

1. Ordinance
2. Budget Amendment

CITY OF JOSHUA, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, ADOPTING BUDGET AMENDMENT NUMBER FOUR PERTAINING TO THE FISCAL YEAR 2027 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 2027 (FY27) Budget; and

WHEREAS, as required by the City Charter, the City Manager has prepared an amended budget for certain revenues and expenditures in the FY27 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 FY27, 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 OCTOBER 2026.

APPROVED:

Scott Kimble, Mayor

ATTEST:

Alice Holloway, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, City Attorney



FY 2026-27 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					
	200-97-597150	Transfer to Donation Fund	\$0.00	\$10,000.00	\$10,000.00
	200-23-500930	Advertising	\$80,000.00	(\$10,000.00)	\$70,000.00
			total expenses added	\$0.00	
			total revenues added	\$0.00	
			net change	\$0.00	



FY 2026-27 Budget Amendment

Type B

	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					
Christmas on Main Sponsorship	300-97-597150	Transfer to Donation Fund	\$0.00	\$10,000.00	\$10,000.00
	total expenses added			\$10,000.00	
	total revenues added			\$0.00	
	net change			\$10,000.00	



City Council Agenda October 7, 2026

Resolution

Action Item

Agenda Description:

Discuss, consider, and possible action on a Resolution authorizing the temporary closure of a portion of State right-of-way in connection with Joshua's Hometown Christmas on Main Street on December 5, 2026, and authorizing the Mayor to execute an Agreement for the Temporary Closure of State Right-of-Way with the Texas Department of Transportation.

Background Information:

The City of Joshua will host Joshua's Hometown Christmas on Main Street on Saturday, December 5, 2026. The community event will include holiday activities, vendors, children's activities, a Christmas tree lighting, a parade, and other family-oriented activities in the downtown area.

To safely accommodate the event and associated parade activities, the City will need to temporarily close a portion of roadway that is under the jurisdiction of the Texas Department of Transportation (TxDOT).

TxDOT requires approval and coordination for temporary closures of State right-of-way associated with community events. As part of that process, the City is required to provide documentation demonstrating City Council authorization for the temporary closure and authorizing the appropriate City official to execute the required agreement with TxDOT.

The proposed resolution authorizes the temporary closure associated with Joshua's Hometown Christmas and authorizes the Mayor to execute the Agreement for the Temporary Closure of State Right-of-Way with TxDOT, along with any related documents necessary to complete the approval process.

City Secretary is coordinating with the TxDOT Area Office to confirm the required application materials, traffic-control documentation, maps, and other supporting information necessary for the temporary closure.

The temporary closure will be implemented in coordination with TxDOT and will include the appropriate traffic-control and public-safety measures necessary for the event.

Financial Information:

There is no direct financial impact associated with adoption of the resolution.

City Contact and Recommendations:

Alice Holloway, City Secretary

Attachments:

- 1. Resolution**
- 2. Parade Route**
- 3. Event Layout**

CITY OF JOSHUA
RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, APPROVING THE TEMPORARY CLOSURE OF A PORTION OF MAIN STREET FOR JOSHUA'S HOMETOWN CHRISTMAS ON MAIN STREET ON DECEMBER 5, 2026; AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT-OF-WAY WITH THE TEXAS DEPARTMENT OF TRANSPORTATION, IF REQUIRED; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Joshua plans to conduct Joshua's Hometown Christmas on Main Street within the incorporated limits of the City on December 5, 2026; and

WHEREAS, the event will be held within the downtown area of the City and will include community activities, vendors, family entertainment, a Christmas parade, and related holiday festivities; and

WHEREAS, the event will require the temporary closure of a portion of Main Street and related traffic-control measures during the event and parade; and

WHEREAS, the City Council finds that Joshua's Hometown Christmas on Main Street serves a public purpose by providing cultural, recreational, and community activities for residents and visitors of the City of Joshua; and

WHEREAS, the Texas Department of Transportation may require City Council action authorizing the City to enter into an agreement for the temporary closure of state right-of-way associated with the event;

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

Section 1. The recitals set forth above are found to be true and correct and are incorporated into this resolution for all purposes.

Section 2. The City Council finds that Joshua's Hometown Christmas on Main Street serves a public purpose.

Section 3. The City Council approves the temporary closure of the portion of Main Street necessary for the event on December 5, 2026, during the hours approved by the Texas Department of Transportation and City administration, subject to final coordination and implementation of all required traffic-control and public-safety measures.

Section 4. The Mayor is authorized to execute any agreement required by the Texas Department of Transportation for the temporary closure of state right-of-way for the event, together with such non-substantive changes as may be approved by the City Attorney and City administration.

Section 5. This resolution takes effect immediately upon adoption.

PASSED AND APPROVED this 15th day of October 2026.

CITY OF JOSHUA, TEXAS

Scott Kimble, Mayor

ATTEST:

Alice Holloway, City Secretary

APPROVED AS TO FORM:

Terry Welch, City Attorney



**City Council Agenda
October 15, 2026**

Minutes Resolution

Action Item

Agenda Description:

Discuss, consider, and possible action regarding a Lease Agreement with D & M Leasing Fleet Services.

Background Information:

Changing future lease agreements for city fleet vehicles will be changed to D&M Leasing. The city has been able to secure better terms and additional options at end of lease that are more favorable to the city. The financial impact will be neutral.

Financial Information:

(Insert Text Here)

City Contact and Recommendations:

Mike Peacock, City Manager

Attachments:

1. Agreement

MAINTENANCE AGREEMENT **(FULL)**

This Maintenance Agreement (Full) (this “**Agreement**”) is made by and between Commercial Vehicle Leasing, L.L.C. d/b/a D&M Leasing Commercial (“**D&M**”) and _____ (“**Client**”), and entered into as of the ____ day of _____, 20__ (“**Effective Date**”).

RECITALS

A. D&M provides certain fleet management services, including motor vehicle maintenance programs. Client desires to utilize the motor vehicle maintenance program described in this Agreement.

Now, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, D&M and Client enter into this Agreement to set forth the terms and conditions for the maintenance and repair of certain motor vehicles.

TERMS

1. **Definitions.** The following terms shall have the definitions ascribed below for purposes of this Agreement:

- a. “**Agreement**” has the meaning set forth in the first paragraph of this Agreement.
- b. “**Authorized Vendor**” means a third party motor vehicle maintenance, service or repair facility, garage or shop that is approved by Service Provider.
- c. “**Client**” has the meaning set forth in the first paragraph of this Agreement.
- d. “**Covered Vehicle**” means an Eligible Vehicle that is enrolled in the Program.
- e. “**D&M**” has the meaning set forth in the first paragraph of this Agreement.
- f. “**Effective Date**” has the meaning set forth in the first paragraph of this Agreement.
- g. “**Eligible Vehicle**” means a new motor vehicle that Client leased from, by or through D&M and that has less than 100,000 miles on its odometer.
- h. “**Exclusions**” means those items of vehicle maintenance, service or repair that are not covered by the Program, including but not necessarily limited to those items described and/or outlined in Section 3 below.
- i. “**Exclusion Charges**” means charges incurred by Client for maintenance, services and/or repairs of and/or for Exclusions.
- j. “**Lease Agreement**” means a motor vehicle lease agreement, and any and all schedules, addenda, and/or amendments thereto, entered into by Client, as lessee, to lease one or more motor vehicles from a motor vehicle lessor.
- k. “**Maintenance Fees**” means the monthly fee charged per Covered Vehicle for enrollment in the Program to cover the maintenance, repair and/or service of a Covered Vehicle.
- l. “**Management Fee**” means the monthly fee charged by D&M, per Covered Vehicle, for its management and administrative services.
- m. “**Program**” means the motor vehicle maintenance management program described herein that is available only for Covered Vehicles up to and not to exceed 100,000 miles.
- n. “**Program Fees**” means any and all fees, costs and charges owed by Client to D&M under this Agreement, including but not limited to Maintenance Fees, Management Fees, Exclusion Charges, per Covered Vehicle, and any additional fees for ancillary or additional services added by Client.
- o. “**Service Provider**” means a third party who provides motor vehicle and/or fleet maintenance management services, including the maintaining of a network of Authorized Vendors.

- p. “**Term**” has the meaning set forth in Section 2 below.

2. **Term and Termination.** The term of this Agreement shall begin on the Effective Date and shall continue until terminated in accordance with this Agreement (“**Term**”).

- a. **Termination for Convenience:** Either party may terminate this Agreement upon providing sixty (60) days advance written notice to the other party. A termination pursuant to this Subsection shall become effective on the last day of the calendar month following the expiration of the 60-days’ notice.
- b. **Termination for Cause:** This Agreement may be terminated for cause immediately upon written notice to the other Party for the following: (i) any failure to timely pay any amounts due and owing under this Agreement, including but not limited to a breach or violation of Section 4; (ii) in the event the other Party engages in conduct or activities that can reasonably be considered materially or potentially damaging to the business, reputation or goodwill of the Party; (iii) in the event the other Party becomes insolvent, declares bankruptcy (whether voluntarily or involuntarily), makes an assignment for the benefit of or to the detriment of creditors, or otherwise seeks protection or relief from creditors. Either Party may terminate this Agreement for any other breach of this Agreement by providing thirty (30) calendar days written notice to the other Party describing the breach and the other Party fails to cure such breach within ten (10) calendar days of receipt of notice.
- c. **Termination concurrent with Lease Agreement termination:** Enrollment in the Program is only available for an Eligible Vehicle. Accordingly, when the corresponding Lease Agreement for a Covered Vehicle expires or terminates, then the Covered Vehicle’s eligibility for the Program shall cease, and this Agreement, with respect to such Covered Vehicle, shall terminate, subject to Section 2.d. below.
- d. **Termination Date:** Upon the occurrence of any grounds for termination set forth herein, D&M will take measures with Service Provider to unenroll a Covered Vehicle from the Program. The date that a Covered Vehicle is no longer enrolled in the Program with Service Provider shall be the termination date with respect to a Covered Vehicle. Client shall be responsible to D&M for any Program Fees incurred or charged prior to the date a Covered Vehicle is removed from the Program.
- e. **Effect of Termination:** The termination of this Agreement with respect to any or all Covered Vehicles or a Covered Vehicle’s enrollment or participation in the Program shall not affect any rights or obligations under this Agreement which shall have previously accrued, been incurred or shall arise prior to the termination date. Upon termination, Client shall owe and agrees to pay to D&M any and all Program Fees and other amounts accrued hereunder, along with interest, if any, and Client agrees to pay such amounts within thirty (30) days of the expiration or termination of this Agreement.

3. **Program.**

- a. **Applicability and Enrollment:** The Program is only available for Eligible Vehicles. Any motor vehicle or equipment that is not an Eligible Vehicle, including but not limited to a used motor vehicle, is not permitted to enroll in the Program. To enroll an Eligible Vehicle in the Program, Client shall provide D&M with any information required by D&M and/or Service Provider needed to enroll an Eligible Vehicle in the Program with Service Provider,

which may include but not be limited to completing an enrollment form(s). The parties may modify or amend the Covered Vehicles as necessary during the Term (as defined below) of this Agreement, including but not limited to enrolling additional Eligible Vehicles or removing Covered Vehicles from the Program.

- b. **Process:** During the Term, D&M will manage payments owed to Service Provider for costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle (and only for a Covered Vehicle), subject to any Exclusions set forth herein. Client agrees to maintain and have performed any service or maintenance work on Covered Vehicle in accordance with the Covered Vehicle's manufacturer's specifications and recommendations. Whenever it is necessary to have a Covered Vehicle serviced, Client agrees to have the necessary work performed by an Authorized Vendor of such Covered Vehicle or by a service facility acceptable to Service Provider. D&M shall not be obligated to pay for any costs or expenses for any service or repair work that was not authorized by Service Provider. D&M will not have any obligation or responsibility to pay for services or repairs in excess of the services recommended by the Covered Vehicle's manufacturer, unless otherwise agreed upon in writing by D&M. For the avoidance of doubt, Client will be solely responsible for any service or repair work performed on a Covered Vehicle that is not authorized by Service Provider. Additionally, Client will be solely responsible for any service or repair work performed on a Covered Vehicle that is not with an Authorized Vendor. Notwithstanding any other provision of this Agreement to the contrary, all service performed within one hundred twenty (120) calendar days prior to the expiration and termination of a Lease Agreement, if any, for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of Service Provider and any service not so authorized will be the responsibility of and be paid for by Client.
- c. **Exclusions:** This Agreement DOES NOT COVER, and Client will remain responsible for and pay for, at all times, the following: (i) fuel; (ii) oil and other fluids between manufacturer-recommended changes; (iii) tire repair and replacement (unless otherwise agreed to by D&M and specifically stipulated on a signed, executed quote form or schedule attached to or part of a Lease Agreement for the Covered Vehicle); (iv) brake adjustment or replacement (unless otherwise agreed to by D&M and specifically stipulated on a signed, executed quote form or schedule attached to or part of a Lease Agreement for the Covered Vehicle); (v) washing, cleaning and/or detailing; (vi) repair of damage due to and/or arising from the lack of maintenance by Client between scheduled services (including, without limitation, failure to maintain fluid levels); (vii) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which are installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle); (ix) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, off-roading, racing or other competition); (x) Client's failure to maintain the Covered Vehicle as required by the Lease Agreement; (xi) roadside assistance or towing for vehicle maintenance purposes; (xii) mobile services; (xiii) the cost of loaner or rental vehicles; (xiv) vehicle inspections (including emissions); (xv) registrations and

registration renewals; (xvi) glass (windshield, windows, etc.) and/or (xvii) if the Covered Vehicle is a truck: (a) manual transmission clutch adjustment or replacement; or (b) front axle alignment. Certain Exclusions listed herein may be available for coverage under the Program for an additional fee or charge.

- d. **Exclusion - Mileage Limitation:** D&M is not required to provide or pay for any service to any Covered Vehicle after a Covered Vehicle's odometer registers 100,000 miles. Any services obtained through the Program after a Covered Vehicle registers 100,000 or more miles on the odometer shall be the sole responsibility of Client, and D&M shall not have or owe any obligations to Client, unless otherwise explicitly agreed upon in writing signed by Client.

4. **Fees & Payment.** In exchange for the services provided herein, Client agrees to pay the following amounts to D&M:

- a. **Program Fees:** Client agrees to pay Program Fees for each Covered Vehicle enrolled in the Program. D&M may from time to time publish a Maintenance Program Price Sheet that details or lists the Maintenance Fees. Program Fees cover costs and expenses for the maintenance, service or repair of a Covered Vehicle. If Client has entered into a Lease Agreement for a Covered Vehicle directly with D&M, then the Maintenance Fee and/or Management Fee may be included in the monthly payment for such Covered Vehicle. Exclusion Charges are not covered by any Maintenance or Management Fees, and Client shall pay D&M for any and all Exclusion Charges incurred. Client understands, acknowledges and agrees that Program Fees are subject to change, with or without notice, and D&M reserves the right to adjust or modify Program Fees, Maintenance Fees and/or the Maintenance Program Price Sheet in its discretion. Any change in Program Fees will be reflected on the monthly invoice.
- b. **Payment:** Program Fees are due and payable by Client to D&M in advance of the first (1st) day of each month during the Term. If the first day of the Term is any day other than the first day of a calendar month, Client will pay D&M a prorated Program Fees for the first month for the number of days remaining in the first calendar month of the Term.
- c. **Interest on Unpaid Amounts:** In the event that Client fails to pay Program Fees or any other amounts owed under this Agreement on or before the due date, and such amount is not paid within fifteen (15) days of such due date, then Client shall pay interest on all past due amounts, from the date the payment was due, at a rate, per annum, equal to the lesser of: (i) eighteen percent (18%); or (ii) the highest rate allowed by applicable law. If Client is a governmental entity, then Client shall pay interest at the rate and in accordance with applicable law, including the Texas Government Code chapter 2251.

5. **Suspension of Performance.** In addition to any and all rights and remedies available at law or equity and/or as provided in this Agreement, D&M may suspend performance required under this Agreement if Client fails to pay any amounts owed to D&M under this Agreement on or before the due date and D&M provides Client with written notice informing Client that: (i) payment of amounts due and owing have not been received; and (ii) D&M intends to suspend performance for nonpayment. Such suspension of performance shall take effect on the tenth (10th) day after the date that D&M gives its written notice to Client, and shall continue in effect until Client cures its nonpayment and/or this Agreement is terminated.

6. **Disclaimer of Reliance and Warranties.** Client acknowledges that D&M does not perform maintenance or repair services on the Covered Vehicles but rather Client is responsible for arranging for maintenance and/or repair services, including all manufacturer-recommended service, through and with an Authorized Vendor. **D&M MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE CLIENT OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO D&M OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT. ADDITIONALLY, CLIENT ACKNOWLEDGES THAT: (i) D&M IS NOT THE MANUFACTURER OF ANY VEHICLE; (ii) D&M IS NOT AN AGENT FOR THE MANUFACTURER OF ANY COVERED VEHICLE OR VEHICLE LEASED TO CLIENT; (iii) D&M HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY EXPRESS AGREEMENT, REPRESENTATION OR WARRANTY WITH RESPECT TO THE VEHICLES, INCLUDING COVERED VEHICLES, AND FURTHER SPECIFICALLY DISCLAIMS ANY AGREEMENT, REPRESENTATION OR WARRANTY IMPLIED BY LAW, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, WITH RESPECT THERETO, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY CLIENT**

7. **Assignment of Lease Agreement.** If D&M and Client are parties to a Lease Agreement, any obligations, rights and/or duties created under this Agreement are not affected by nor subject to any assignment of the Lease Agreement by D&M.

8. **Notices.** All notices and other communications pursuant to this Agreement must be in writing and will be deemed to have been duly delivered and received: (i) one (1) business day after being sent for next business day delivery, fees prepaid, via a reputable nationwide overnight courier service; (ii) three (3) days after being sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the Party at its respective address set forth below; (iii) immediately upon delivery by hand or by fax (with a written or electronic confirmation of delivery); and/or (iv) if sent by e-mail, by 5:00p.m. in the time zone of the Party receiving such notice on a business day when transmitted or earlier if the sender has received confirmation of receipt by the recipient. With respect to e-mail delivery, delivery may also be verified by other written documentation such as a delivery receipt, a read receipt or other acknowledgment or confirmation of delivery. Any Party may provide notice to the other Party of a change in its address or contact information by providing notice pursuant to this Section. The inability to deliver because of a changed address of which no notice is given will be deemed to be receipt of the notice as of the date of such inability to deliver.

9. **Entire Agreement.** This Agreement, together with any addenda, schedules, and exhibits attached hereto or referenced herein, contains the entire agreement between the parties regarding the matters set forth herein, and the parties understand, represent, warrant and agree that no promise, representation or agreement which is not herein expressed has been made, except those expressly provided herein. This Agreement supersedes any and all prior agreements and understandings of the parties, whether written or oral, that relate to the subject matter thereof.

10. **Amendments; Severability.** This Agreement may be amended only by an agreement in writing signed by D&M and Client. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect, as if this Agreement had been executed without any such invalid provision having been included.

11. **Binding Effect; Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Client may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of D&M. Nothing herein prevents D&M from assigning all or part of this Agreement to an affiliate or subsidiary of D&M.

12. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. This Agreement is performable in whole or in part in Tarrant County, Texas, and the parties agree that venue is proper in Tarrant County, Texas.

13. **Electronic Signatures.** The parties hereto agree that this Agreement (and any attachments, exhibits or any other related or ancillary documents) may be signed by electronic means. Any electronic signature and any contract formation or record-keeping through electronic means shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law including the Electronic Signatures in Global and National Commerce Act and/or any State law based on the Uniform Electronic Transactions Act. Each party agrees that any electronic signatures may used by the parties in lieu of an original, manual signature page(s) for any and all purposes, and each party agrees that they shall be entitled to rely on any such electronic signature purportedly given by or on behalf of the executing party without further verification. Notwithstanding anything contained herein to the contrary, D&M is under no obligation to accept an electronic signature in any form or in any format unless expressly agreed to by D&M pursuant to procedures approved by it. Client agrees that, if requested by D&M, Lessee will provide an original manually executed counterpart.

Signature Page Follows

IN WITNESS WHEREOF, D&M and Client have executed this Maintenance Agreement to be effective as of the Effective Date written above.

Client:

By: _____
 Name: _____
 Title: _____

Address _____

 Email: _____

Notice Contact (if different from signatory):

Name: _____
 Address: _____

Email: _____

D&M:

Commercial Vehicle Leasing, L.L.C. d/b/a
 D&M Leasing Commercial

By: _____
 Name: _____
 Title: _____

1400 W. 7th Street, Suite 450
 Fort Worth, Texas 76102
 Email: _____

Notice Contact (if different from signatory):

Name: _____
 Address: _____

Email: _____

MASTER OPEN-END VEHICLE LEASE AGREEMENT

MASTER OPEN-END VEHICLE LEASE AGREEMENT ("Master Lease") is entered into as of _____, 20__ ("Effective Date") between COMMERCIAL VEHICLE LEASING, L.L.C., d/b/a D&M Leasing ("Lessor") and _____ ("Lessee").

1. **Vehicles.** Lessor will, from time to time at the request of Lessee, lease to Lessee motor vehicles (together with all parts, accessions and accessories individually a "Vehicle" and collectively the "Vehicles") to be more fully described in schedules now or hereafter executed with reference to and incorporating therein this Master Lease (individually the "Schedule"). When Lessor accepts Lessee's request to lease a Vehicle, Lessor will order the Vehicle. If, at the time it requests to lease a Vehicle, Lessee requires any Upfitting (as defined in Section 11 below), Lessee shall communicate its needs to Lessor. As appropriate or otherwise agreed upon, Lessor may coordinate, manage, schedule and/or facilitate the Upfitting and/or incorporate the Upfitting (and the cost of the Upfitting) into this Lease, a lease quote and/or a Schedule. Lessee will take delivery of the Vehicle upon notice that the Vehicle is available for delivery. The taking by Lessee of delivery of a Vehicle shall conclusively establish Lessee's acceptance thereof for all purposes of this Master Lease. Subsequent to acceptance of the Vehicle, Lessor shall provide Lessee the Schedule applicable to the Vehicle which describes the Vehicle, indicates the applicable rent and sets forth certain other matters relative to the Vehicle as determined in accordance with the prior agreement of Lessor and Lessee. Lessee will promptly execute and return the specified copies of the Schedule to Lessor. Each Schedule shall constitute a separate lease incorporating the terms of this Master Lease. References in this Master Lease to the "Lease," "this Lease", "hereunder" and "herein" shall be construed to mean each Schedule together with this Master Lease as incorporated herein.

2. **Lessee's Obligations.** Except as provided in Section 3, the obligations of Lessee under this Lease respecting the Vehicle commence at the earliest time any purchase order, confirming purchase order or contract of any nature transfers any right, title, and/or interest in the Vehicle to Lessor or creates or gives rise to any obligation or liability on the part of Lessor respecting the Vehicle. Except as provided in Sections 5, 14 and 19 and subject to Section 7, the term of this Master Lease with respect to the Vehicle shall end upon the date Lessor no longer has any interest therein.

3. **Rent and Other Payments.** Lessee shall pay to Lessor, or to Lessor's assignee (after notice of assignment), rent for the Vehicle in the amounts and at the times set forth in the applicable Schedule. For purposes of section 2251.021 of the Texas Government Code, acceptance and receipt of a Schedule constitutes receipt of an invoice: (i) for the Vehicle; and/or (ii) for each scheduled rent payment due hereunder. Further, for purposes of section 2251.021 of the Texas Government Code, delivery of the Vehicle to Lessee constitutes the receipt of goods under this Lease. Amounts other than rent payments due hereunder will be payable within thirty (30) days upon Lessee's receipt of an invoice for same from Lessor, or Lessor's assignee, or as otherwise

specified in the Schedule. Any and all amounts payable hereunder will be paid to Lessor at 17090 N Dallas Parkway, Dallas, TX 75248, or as otherwise directed by Lessor or Lessor's assignee. Payments received under this Lease may be applied to Lessee's then-accrued obligations to Lessor in such order as Lessor may choose.

4. **Essential Use.** Lessee has a need for the Equipment and expects to make use of the Equipment. Lessee's need for the Equipment is not temporary and Lessee does not expect the need for any item of the Equipment to diminish during the Lease Term.

5. **Non-Appropriation.** Lessee agrees that its responsible financial officer will take all steps reasonably necessary to seek appropriations each year, to the extent permitted by law, that are sufficient to cover Lessee's payment obligations owed during the term of this Lease. Notwithstanding the foregoing and Section 3, in the event sufficient funds are not appropriated by the applicable government body or authority of Lessee for a budget period prior to the beginning of that budget period, or sufficient funds are otherwise not legally available with respect to the rent for the budget period for one or more Vehicle(s) (a "Non-Appropriation Event"), Lessee shall have no obligation to make payments for such Vehicle(s) for that budget period and shall only be obligated to make payments for the then current budget period, including any past due amounts. If a Non-Appropriation Event occurs, this Master Lease shall terminate as of the end of the then current budget period for all Vehicles and Schedules affected by the Non-Appropriation Event. Lessee agrees to provide notice of any Non-Appropriation Event promptly. If this Master Lease is terminated in accordance with this Section with respect to some or all Vehicles and Schedules, Lessee agrees to deliver the affected Vehicles to the location(s) specified by Lessor.

The obligation of Lessee to pay rent hereunder will constitute a current expense of Lessee, is from year to year, and does not constitute a mandatory payment obligation of Lessee in any fiscal year beyond the then current fiscal year of Lessee. Lessee's obligation hereunder will not in any way be construed to be an indebtedness of Lessee in contravention of any applicable constitutional, charter or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor will anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of Lessee.

6. **Deposit.** Lessee will have deposited or will deposit with Lessor any Deposit amount set forth in the Schedule. Lessor may, but will not be obligated to, apply any Deposit amount toward the cure of a default of Lessee hereunder or under any other agreement under which Lessee has obligations to Lessor, in which event Lessee will promptly restore the Deposit amount to the full amount originally deposited. Upon termination of the Lease, or if a default has then occurred hereunder, upon the curing thereof, Lessor will return to Lessee the remaining balance of any Deposit amount furnished by Lessee with respect to the Schedule.

7. **Unconditional Net Lease; No Offset; Survival.** This Lease is a net lease, and Lessee will not be entitled to any abatement of rent or other payments due hereunder or any reduction thereof under any circumstances or for any reason whatsoever. Lessee hereby waives any and all existing and future claims and offsets, against any rent or other payments due hereunder and agrees to pay such rent and other amounts as and when due regardless of any claim which may

be asserted by Lessee. Lessee by agreeing to make all payments under this Lease without offset has not waived any rights Lessee may have to prosecute any claim against Lessor in an action unrelated to this Lease. This Lease is terminable only as provided herein. The respective obligations of Lessor or Lessee will not be affected, nor will Lessor have any liability whatsoever to Lessee, by reason of any failure or delay in delivery of the Vehicle, any defect in or damage to or loss or destruction of the Vehicle from whatever cause, the prohibition of Lessee's use of the Vehicle, the interference with such use by any government, person or corporation, the invalidity or unenforceability or lack of due authorization or other infirmity of this Lease, any lack of right, power or authority of Lessor or Lessee to enter into this Lease or any other cause whether similar or dissimilar to the foregoing. The obligations and liabilities of Lessee hereunder respecting events occurring with respect to the Vehicle while covered hereby will survive the termination of this Lease.

8. **Lessor's Disclaimer of Warranties; Finance Lease Treatment under UCC and Waiver of UCC and Similar Rights.** Lessee agrees that it has selected each Vehicle leased hereunder based upon its own judgment and disclaims any reliance upon any statements or representations made by Lessor. LESSEE ACKNOWLEDGES THAT: THE VEHICLE IS OF A SIZE, DESIGN, TYPE AND MANUFACTURE SELECTED BY LESSEE; LESSOR IS NOT THE MANUFACTURER OF THE VEHICLE; LESSOR IS NOT AN AGENT FOR THE MANUFACTURER OF THE VEHICLE; LESSOR IS NOT A DEALER WITH RESPECT TO THE VEHICLE; LESSEE IS LEASING THE VEHICLE **AS-IS** AND THAT ACCORDINGLY LESSOR HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY EXPRESS AGREEMENT, REPRESENTATION OR WARRANTY WITH RESPECT TO THE VEHICLE AND FURTHER SPECIFICALLY DISCLAIMS ANY AGREEMENT, REPRESENTATION OR WARRANTY IMPLIED BY LAW, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, WITH RESPECT THERETO, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. Lessor does warrant, however, that Lessor has whatever quality of title to the Vehicle Lessor obtains from the supplier thereof, subject to this Lease and any liens or encumbrances created by Lessor pursuant to Section 24 hereof or which Lessee is obligated to discharge or satisfy. Lessee will make any claims as to the Vehicle against the manufacturers or suppliers or other appropriate third parties, and in connection therewith Lessor agrees, so long as no event of default has occurred and is continuing hereunder, that Lessee will have the right to obtain the benefit of and enforce in Lessee's own name and at Lessee's sole expense any manufacturer's or other third party's warranty or agreement in favor of Lessor with respect to the Vehicle to the extent such warranty or agreement is assignable. Lessor will execute and deliver such instruments as may be reasonably requested by Lessee to enable Lessee to obtain such benefits.

LESSEE UNDERSTANDS AND AGREES THAT THIS LEASE WILL BE TREATED AS A "FINANCE LEASE" WITHIN THE PURVIEW OF THE UNIFORM COMMERCIAL CODE ("UCC") AND THUS UNDER LAW LESSEE WILL BE ENTITLED TO THE PROMISES AND WARRANTIES LESSOR RECEIVES UNDER THE CONTRACT EVIDENCING LESSOR'S PURCHASE OF THE VEHICLE, INCLUDING ANY MANUFACTURER, DEALER OR OTHER THIRD-PARTY WARRANTIES. LESSEE ACKNOWLEDGES THAT LESSOR HAS ADVISED LESSEE TO CONTACT THE DEALER

FOR A DESCRIPTION OF THOSE PROMISES AND WARRANTIES, INCLUDING ANY RELATED DISCLAIMERS OR LIMITATIONS, INCLUDING OF REMEDIES. CONSISTENT WITH THE ASSUMPTION BY LESSEE OF ALL RISKS RESPECTING THE VEHICLE AND THE TREATMENT OF THIS LEASE AS A "FINANCE LEASE," LESSEE WAIVES ANY RIGHTS, DEFENSES AND CLAIMS AGAINST LESSOR WHICH RELATE TO THE VEHICLE ARISING UNDER THE UCC OR SIMILAR APPLICABLE LAW.

LESSOR SHALL NOT BE LIABLE TO LESSEE FOR ANY LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR NATURE CAUSED, DIRECTLY OR INDIRECTLY, BY THE VEHICLE OR THE USE OR MAINTENANCE THEREOF OR THE FAILURE OR OPERATION THEREOF, OR THE REPAIR, SERVICE OR ADJUSTMENT THEREOF, OR BY ANY DELAY OR FAILURE TO PROVIDE ANY SUCH MAINTENANCE, REPAIRS, SERVICE OR ADJUSTMENT, OR BY ANY INTERRUPTION OF SERVICE OR LOSS OF USE THEREOF OR FOR ANY LOSS OF BUSINESS HOWSOEVER CAUSED. LESSOR SHALL NOT BE LIABLE FOR DAMAGES OF ANY KIND INCLUDING ANY LIABILITY FOR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE VEHICLE.

9. **No Agency.** LESSEE ACKNOWLEDGES THAT NO AGENT OF A LEASE FACILITATOR OR THE DEALER OF THE VEHICLE IS AN AGENT OF LESSOR. LESSOR IS NOT BOUND BY A REPRESENTATION OF ANY SUCH PARTY AND, AS CONTEMPLATED IN SECTION 29 BELOW, THE ENTIRE AGREEMENT OF LESSOR AND LESSEE CONCERNING THE LEASING OF THE VEHICLE IS CONTAINED IN THIS LEASE AS IT MAY BE AMENDED AS PROVIDED IN THAT SECTION.

10. **Location; Inspection; Use.** Lessee will permanently garage the Vehicle at the Garaging Location designated in the Schedule, or at such other location at which the Vehicle may be garaged with the prior written consent of Lessor, and at all times, unless Lessor otherwise consents in writing, keep the Vehicle in Lessee's possession and control. Lessee will not remove the Vehicle from the United States for any period or from the state in which the Garage Location is located as specified in the applicable Schedule for more than thirty (30) consecutive days without Lessor's prior written consent. Whenever requested by Lessor, Lessee will advise Lessor as to the exact location of the Vehicle. Lessor will have the right to inspect the Vehicle and observe its use during normal business hours, and Lessee will ensure Lessor's ability to enter into and upon the premises where the Vehicle may be located for such purpose. The Vehicle will at all times be used primarily for commercial or business purposes, exclusive of transportation for hire, and operated by duly licensed adult drivers in a careful and proper manner and in compliance with all applicable laws, ordinances, rules and regulations, all conditions and requirements of the policy or policies of insurance required to be carried by Lessee under the terms of this Lease and all manufacturer's instructions and warranty requirements. Any modifications or additions to the Vehicle required by any such governmental edict or insurance policy will be promptly made by Lessee at its own expense.

11. **Alterations and Upfitting.** For purposes of this Lease, the term "Upfitting" means any augmentation, alteration or customization by adding or installing extra or auxiliary features or

equipment to a Vehicle. When requesting Upfitting prior to delivery of a Vehicle, Lessor shall have discretion to accept any Upfitting request from Lessee, which will generally not be withheld so long as the requested Upfitting does not detract from or impair the Vehicle's value or functional utility. Notwithstanding the foregoing, after delivery of a Vehicle, Lessee shall obtain Lessor's prior written consent before making any Upfitting, or any other alterations, additions or improvements of whatever kind or nature to a Vehicle. All additions and improvements of whatever kind or nature made to the Vehicle which cannot be removed without detracting from the Vehicle's value or functional utility shall belong to and immediately become the property of Lessor and shall be returned to Lessor with the Vehicle upon the Vehicle's return to Lessor.

12. **Vehicle Maintenance; Factory Recall.** Lessee, at its own expense, will: (i) maintain the Vehicle in good repair, condition and working order; (ii) will furnish all parts, mechanisms, devices and labor required to keep the Vehicle in such condition; and (iii) will pay all costs of the Vehicle's operation. All maintenance will be procured through qualified service facilities. If the manufacturer announces a recall campaign of which Lessee has knowledge for the repair and/or replacement of defective parts in/on the Vehicle, Lessee shall promptly have the relevant work performed on the Vehicle by a factory-authorized dealer. Lessor will send Lessee a copy of any manufacturer's notification received by Lessor indicating that the Vehicle or any part attached thereto has a potential defect or other possibly unsafe condition unless Lessor has previously sent Lessee the same notice as to another Vehicle of the same type. Lessor has no further obligation with respect to any manufacturer's recall campaign respecting the Vehicle.

13. **Loss and Damage.** Lessee assumes the risk of loss or damage to the Vehicle and, except as provided in this Section, no such event will affect the duties of the parties under this Lease. If the Vehicle is lost, stolen, damaged, confiscated, requisitioned, destroyed or otherwise rendered incapable of being in service, Lessee will notify Lessor thereof within two (2) business days. If the Vehicle has been damaged, and Lessor determines the Vehicle is repairable and/or Lessee's insurer does not declare the Vehicle a total loss, Lessee will cause the repairs to be made. Upon receipt of proof of the making thereof, Lessor will reimburse Lessee's repair costs up to the amount of any insurance proceeds Lessor receives under any insurance Lessee maintains hereunder with any excess being applied as contemplated in Section 15. If Lessor determines the Vehicle is not reasonably repairable, Lessee's insurer declares the Vehicle a total loss or any of the other events specified in the second preceding sentence occurs, Lessee will pay Lessor the Termination Value (as defined and set forth in Section 14 below) of the Vehicle. Upon such payment this Lease shall terminate with respect to such Vehicle, and Lessee or Lessee's insurer will be entitled to retain possession and ownership of the Vehicle on an **AS-IS, WHERE-IS** basis.

14. **Lease Settlement; Termination Value.**

a. **Surrender of Vehicle.** At any time after the expiration of one (1) year from delivery of the Vehicle to Lessee (such one year date, the "First Anniversary Date"), or upon proper notification of Non-Appropriation Event as described in Section 5, Lessee, upon not less than thirty (30) days prior notice to Lessor, may surrender the Vehicle to Lessor, for purposes of Lessor selling the Vehicle, at a location reasonably specified by Lessor, as more fully set forth below, provided the Lease is not then in default. Lessee

shall so surrender the Vehicle upon expiration of the term hereof, as specified in the Schedule, unless Lessor and Lessee agree to extend this Lease, in which case the Vehicle will be returned on or prior to expiration of the extended term with the same thirty (30) day notice to be given if the return is prior to expiration of the extended term. Following such surrender, Lessee's obligation to make further rent payments will cease (except as otherwise noted in this Section with respect to any rental adjustments), and Lessor shall sell the Vehicle through Lessor's standard wholesale sales procedure for the highest bona fide bid received and open at the time of sale; provided Lessor may choose ultimately to retain the Vehicle. Lessor may move the Vehicle from the location where surrendered to any other location Lessor deems advisable and/or clean or repair the Vehicle in connection with such sale in Lessor's sole discretion. If the amount received by Lessor on account of such sale or the highest bona fide bid received and open at the time of crediting when the Vehicle is retained by Lessor, as appropriate, net in either instance, minus a handling charge of \$750, Lessor's costs of sale (including but not limited to sales commission costs and costs of cleaning, repairing or transporting the Vehicle), and, in the event the Vehicle is returned prior to expiration of its term, an early termination charge of \$750, exceeds the Vehicle's then Termination Value, Lessee shall have no further settlement obligation to Lessor as to the Vehicle, and the excess shall be returned to Lessee after application to any amounts then owed by Lessee to Lessor. If the net amount is less than the Vehicle's Termination Value, Lessee shall pay Lessor the deficiency.

b. Termination Value. The "Termination Value" of the Vehicle shall equal the sum of: (a) all then due amounts hereunder other than rent; and (b) the then-outstanding Capitalized Cost (as set forth in the Schedule) of the Vehicle plus any accrued and unpaid lease charges. For purpose of calculating the outstanding Capitalized Cost, any Capitalized Cost Reduction (as set forth in the Schedule) will be deducted at lease inception and thereafter rents will be applied as of receipt first to related taxes, then to lease charges which have accrued on the outstanding Capitalized Cost since the prior rent payment at the "level yield" rate implicit in the Lease as to the Vehicle and finally to reduce the outstanding Capitalized Cost. The level yield rate will be calculated as contemplated in Financial Accounting Standards Board, Standard No. 13 for direct financing leases with reference to the net Capitalized Cost after deducting any Capitalized Cost Reduction, Residual Value (as set forth in the Schedule), rents and term for the Vehicle and the 30 day month, 360 day year and timely payment assumptions employed under that Standard.

c. Purchase of Vehicle.

i. Early Termination Purchase. As an alternative to surrendering the Vehicle to Lessor, so long as the Master Lease is not in default, Lessee may purchase the Vehicle for a purchase fee of \$500 plus an early termination charge of \$750 plus the Vehicle's then fair market value as reasonably determined by Lessor; provided, however, that such purchase option may only be exercised on the First Anniversary Date. Payment of such purchase price will be subject to the same credit and deficiency rules which apply when a Vehicle is surrendered to Lessor, including but not limited to accrued taxes, lease charges, tolls and other amounts

owed by Lessee per this Master Lease. Any transfer of Lessor's interest in a Vehicle, whether to Lessee or a third party, shall be **AS-IS, WHERE-IS** and without any other warranty.

ii. Scheduled Termination Purchase. Further, as an alternative to surrendering the Vehicle to Lessor on the scheduled lease maturity, if the Lease is not in default, Lessee may purchase the Vehicle for a purchase fee of \$500 plus the Residual Value, as specified in the Schedule. Payment of such purchase price will be subject to the same credit and deficiency rules which apply when a Vehicle is surrendered to Lessor, including but not limited to accrued taxes, lease charges, tolls and other amounts owed by Lessee per this Master Lease. Any transfer of Lessor's interest in a Vehicle, whether to Lessee or a third party, shall be **AS-IS, WHERE-IS** and without any other warranty.

15. **Insurance**. Lessee shall keep the Vehicle insured under a standard collision and comprehensive policy providing coverage for not less than the Termination Value thereof and deductibles not in excess of \$1,000 naming Lessor and/or such other party as Lessor may designate as loss payee, and shall carry public liability and property damage insurance and uninsured motorist coverage with limits of not less than \$1,000,000 single limit covering the Vehicle and naming Lessor and such other parties as Lessor may designate as additional insureds and/or loss payee(s). All said insurance shall be primary, shall name Lessee as a named insured and shall be in a form and with companies approved by Lessor. Lessee shall deliver to Lessor a certificate or other evidence of the required insurance satisfactory to Lessor. Lessee's insurance company shall be listed on the certificate of insurance. Such insurance shall be in full force and current as of the date of this Master Lease and/or any Schedule, and Lessee shall maintain such insurance for the entire term of the Lease for the Vehicle or as long as Lessee has possession of the Vehicle, whichever is longer. Each insurer shall agree to give Lessor at least thirty (30) days written notice before the policy in question may be altered or canceled. Lessee agrees that Lessor and any assignee of Lessor are authorized by Lessee to contact Lessee's insurance provider, change the insurance limits, and obtain a copy of the policy in its entirety. The proceeds of such insurance, at the option of Lessor, will be applied toward (a) the restoration or repair of the Vehicle or (b) payment of amounts due under Section 12 and/or 13 and (c) payment of other obligations of Lessee then due hereunder. Any excess of such proceeds remaining shall belong to Lessee. **To the extent Florida law may apply to an event covered by the insurance maintained hereunder, the valid and collectible liability insurance and personal injury protection of any authorized rental or leasing driver is primary for the limits of liability and personal injury protection required by §324.021(7) and 627.736 Florida Statutes.**

In the event Lessee is a self-insured governmental unit pursuant to Chapter 2259 of the Texas Government Code, then Lessee shall provide Lessor a certificate or other documentation that demonstrates that insurance coverage is provided through Lessee's self-insurance fund, and that Lessee's self-insurance and/or self-insurance fund meets the requirements of the State of Texas and this Master Lease.

16. **Titling; Registration.** Lessor shall retain title to all Vehicles leased pursuant to this Master Lease, and no right, title or interest in any Vehicles leased hereunder shall pass to Lessee except as expressly set forth in the Master Lease. Except as Lessor may effect titling or registration, in which event Lessee will reimburse Lessor its related expenses, the Vehicle will at all times be titled and/or registered by Lessee, at its own expense and as Lessor's agent and attorney-in-fact with full power and authority to register (but without power to affect title to) the Vehicle, in such manner and in such jurisdiction or jurisdictions as Lessor directs. Lessee will promptly notify Lessor of any necessary or advisable re-titling and/or re-registration of the Vehicle in a jurisdiction other than one in which the Vehicle is then titled and/or registered. Lessee will use reasonable efforts to cause any and all documents of title to be furnished Lessor within sixty (60) days of the date of filing any application for titling or for re-titling of the Vehicle by or at the direction of Lessee. Absent Lessee's purchase of the Vehicle, Lessee understands and agrees that the Vehicle shall never be titled in Lessee's name; rather, title for any Vehicle shall reflect Lessor, Lessor's assignee, if any, or any other person as Lessor may determine in its sole discretion as the title owner of the Vehicle.

17. **Taxes; Fines.** Lessee will pay as directed by Lessor or reimburse Lessor for all taxes, including but not limited to property, excise and sales and use taxes (exclusive of federal and state taxes based on Lessor's net income, unless such net income taxes are in substitution for or relieve Lessee from any taxes which Lessee would otherwise be obligated to pay under the terms of this section 17), registration and other fees, charges and assessments whatsoever, however designated, whether based on the rent or levied, assessed or imposed upon the Vehicle or upon, or in respect of, the manufacture, purchase, delivery, ownership, leasing, use, return or other disposition of the Vehicle, now or hereafter levied, assessed or imposed under the authority of a federal, state or local taxing jurisdiction, regardless of when and by whom payable. Returns required in connection with the obligations which Lessee has assumed under this Section 17 will, at Lessor's option, be prepared and filed by Lessor or by Lessee in such manner as Lessor may direct. Each party will upon request furnish the other a copy of any such filing made or any governmental invoice received by such party covering such obligations.

a. **Tax Exemption.** If Lessee holds an exemption which would exempt Lessor and Lessee from any assessment contemplated hereby, Lessee agrees to provide a tax-exempt certificate (or other satisfactory evidence of the exemption) to Lessor within five (5) business days of the Effective Date of this Master Lease. Upon receipt of the tax-exempt certificate, Lessor will not attempt to pay taxes on Lessee's behalf, and Lessee will not be obligated to reimburse Lessor for any such taxes paid. Until presentation of a tax-exempt certificate, Lessor will proceed on the assumption that any applicable tax assessment is due. Once Lessee has provided a tax-exempt certificate, Lessor will adjust its procedures prospectively, but not retroactively. Lessor agrees to assign to Lessee, to the extent assignable, any claim for refund Lessor has with respect to prior payment of an assessment. If Lessee provides a tax-exempt certificate or otherwise claims to be tax exempt and it is subsequently determined that Lessee owes taxes and/or is not tax exempt, then Lessee shall be solely responsible and liable for any and all taxes.

b. **Tickets, Tolls and Fines.** Lessee is solely responsible for paying and shall be liable for all amounts incurred due to Lessee's possession, use and operation of the Vehicle, including but not limited to traffic tickets, parking tickets, toll charges, and all other charges, fines or fees incurred.

18. **Lessor's Payment.** If Lessee fails to procure or maintain insurance, to pay any taxes or other assessments required to be paid by Lessee or to perform any other obligation hereunder, Lessor shall have the right, but shall not be obligated, to effect such insurance, pay said assessments or perform such other obligation. In that event, Lessee will reimburse Lessor's cost thereof and pay Lessor a service charge of \$25.

19. **Indemnification.** Only to extent permissible under applicable law, without waiver of Lessee's sovereign immunity rights, and to the extent that the validity of this Master Lease is not adversely affected, Lessee agrees to indemnify, protect, defend and hold harmless Lessor and Lessor's assignees from and against any and all liabilities, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements, including court costs and attorney's fees and other legal expenses (including a reasonable fee for services of salaried counsel employed by Lessor or Lessor's assignees), of whatever kind and nature, incurred by or asserted against Lessor or Lessor's assignees (whether or not also indemnified against by any other person) in any way relating to or arising out of this Lease or the manufacture, purchase, ownership, delivery, lease, possession, use, operation, condition, repair, return or other disposition of the Vehicle. To the extent permitted by law, and to the extent that the validity of this Master Lease is not adversely affected, this indemnification includes vicarious liability, strict liability and environmental remediation claims respecting the Vehicle, including any of those claims arising out of events occurring during the term of this Lease or otherwise while the Vehicle is or was in possession of Lessee. Lessee agrees to give Lessor, and Lessor agrees to give Lessee, notice of any claim or liability hereby indemnified against within two (2) business days of learning thereof.

20. **Default.** Any of the following will constitute an "Event of Default" hereunder:

a. Lessee's failure to pay when due any rent or other amount due hereunder, which failure continues for ten (10) days after the due date thereof, provided that a Non-Appropriation Event shall not be considered a default hereunder;

b. Lessee's default in performing any other covenant, obligation, term or condition of this Master Lease or any other agreement between Lessor and Lessee or default under any agreement providing security for the performance by Lessee of its obligations hereunder, other than as referred to in subsection a. above, provided such default continues for more than twenty (20) days, except as provided in c. and d. below;

c. any writ or order of attachment or execution or other legal process being levied on or charged against the Vehicle as a result of Lessee's conduct and said writ or order is not released or satisfied within ten (10) days;

d. Lessee's failure to comply with its obligations under Section 15 or any attempted assignment of Lessee's interest in this Lease or to the Vehicle in violation of Section 24;

e. a final judgment for the payment of money in excess of \$100,000 being rendered by a court of record against Lessee which Lessee does not discharge or make provision for discharge in accordance with the terms thereof within ninety (90) days from the date of entry thereof;

f. death or judicial declaration of incompetency of Lessee, if an individual;

g. the filing by Lessee of a petition under the Bankruptcy Act or any amendment thereto or under any other insolvency law or law providing for the relief of debtors, including, without limitation, a petition for reorganization, arrangement or extension, or the commission by Lessee of an act of bankruptcy;

h. the filing against Lessee of any such petition not dismissed or stayed within thirty (30) days of the filing thereof and, if the latter, thereafter continually stayed or dismissed;

i. the voluntary or involuntary making of an assignment of a substantial portion of its assets by Lessee for the benefit of creditors, appointment of a receiver or trustee for Lessee or for any of Lessee's assets, institution by or against Lessee or any other type of insolvency proceeding (under the Bankruptcy Act or otherwise) or of any formal or informal proceeding for dissolution, liquidation, settlement of claims against or winding up of the affairs of Lessee, Lessee's cessation of business activities or the making by Lessee of a transfer of all or a material portion of Lessee's assets or inventory not in the ordinary course of business;

j. the occurrence of any event described in subsections e., f., g., h. or i. hereinabove with respect to any guarantor or other party liable for payment or performance of this Lease;

k. any certificate, statement, representation, warranty or audit heretofore or hereafter furnished with respect hereto by or on behalf of Lessee or any guarantor or other party liable for payment or performance of this Lease proving to have been false in any material respect at the time as of which the facts therein set forth were stated or certified or having omitted any substantial contingent or unliquidated liability or claim against Lessee or any such guarantor or other party;

l. breach by Lessee of any other lease or agreement providing financial accommodation under which Lessee or its property is bound; or

m. a transfer of effective control of Lessee if an organization.

21. **Remedies.** Upon the occurrence of an Event of Default, Lessor may exercise any one or more of the following remedies:

a. Lessor may declare all amounts under the Lease due in the current fiscal year of Lessee immediately due and payable, whereupon such amounts shall be immediately due and payable;

b. In the event Lessee fails to pay any amounts owed hereunder to Lessor on or before the due date, Lessor may suspend performance required under this Agreement upon providing written notice informing Lessee that (i) payment of amounts due and owing have not been received; and (ii) Lessor intends to suspend performance for nonpayment. Such suspension of performance shall take effect on the tenth (10th) day after the date that Lessor gives its written notice to Lessee, and shall continue in effect until Lessee cures its nonpayment and/or the Lease is terminated;

c. To the extent permitted by law, as liquidated damages for the loss of the bargain and not as a penalty, Lessor may declare due and payable and Lessee shall pay a sum equal to the Termination Value plus the fees set forth in Section 14 if the Vehicle is not returned;

d. Lessor may demand the Vehicle be returned to Lessor at a location designated by Lessor at Lessee's sole cost and expense, or Lessor may take possession of the Vehicle, with or without demand or notice, wherever same may be located, without any court order or process of law and without liability for any damages occasioned by such taking of possession;

e. Lessor may sell or otherwise dispose of the Vehicle, whether or not in Lessor's possession, at public or private sale and with or without notice to Lessee and apply the net proceeds of such disposal, after deducting all costs thereof, including, but not limited to, costs of transportation, repossession, storage, refurbishing, advertising and broker's fees, to the Termination Value plus the fees set forth in Section 14, in which case the credit and deficiency rules set forth in this Master Lease shall apply. If a disposition is by a re-lease, the proceeds of the disposition shall equal the present value of the rental stream, excluding taxes, under the new lease using as the discount rate the implicit rate in the new lease or, if none, the then most recently published Wall Street Journal Prime Rate (or its equivalent if such rate is no longer published) per annum;

f. Lessor may retain the Vehicle and credit the reasonable value thereof, after deducting all disposition-related costs incurred to the date of crediting, to the Termination Value plus the fees set forth in Section 14, in which case the credit and deficiency rules set forth in this Master Lease shall apply;

g. Lessor may cancel this Lease on notice to Lessee;

h. Subject to Section 22, Lessor may sue for and recover all amounts then due hereunder and as they shall thereafter become due; and/or

i. Lessor may pursue any other rights and/or remedies available at law or in equity.

No right or remedy conferred herein is exclusive of any other right or remedy conferred herein or by law; but all such remedies are cumulative of every other right or remedy conferred hereunder or at law or in equity, by statute or otherwise, and may be exercised concurrently or separately from time to time.

22. **Dispute Resolution.** To the extent applicable, and in the event of a dispute regarding whether Lessee has breached the Lease, the parties shall comply with the dispute resolution process as provided in Chapter 2260 of the Texas Government Code. The procedures contained in Chapter 2260 are a prerequisite to suit.

23. **Lessor's Expenses.** Lessee will pay or reimburse Lessor for all costs and expenses, including repossession, Vehicle disposition and court costs and attorney's fees and other legal expenses (including a reasonable fee for services of salaried counsel employed by Lessor) as provided or permitted by law (including but not limited to Texas Government Code § 2251.043), not offset against amounts recovered or credited as contemplated in Section 21, incurred by Lessor in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions or provisions hereof. This obligation includes the payment or reimbursement of all such amounts whether an action is ultimately filed and whether an action filed is ultimately dismissed.

24. **Assignment; Liens.** Without the prior written consent of Lessor, Lessee shall not: (a) assign or otherwise transfer any of Lessee's rights or obligations under this Lease, (b) lend the Vehicle to any party or transfer any other interest in the Vehicle to any party by sublease or otherwise or (c) permit the Vehicle or this Lease to be subject to any lien, charge or encumbrance of any nature not created by Lessor.

Consent to any of the foregoing prohibited acts applies only in the specific, given instance and is not a consent to any subsequent like act by Lessee or any other person. Lessee's rights hereunder are not assignable and shall not be assigned or transferred by operation of law.

All rights of Lessor hereunder and in and to the Vehicle may be assigned, pledged, mortgaged, transferred or otherwise disposed of, either in whole or in part, without notice to Lessee, but always, however, subject to the rights of Lessee under this Lease. If Lessee is given notice of any such assignment, Lessee will acknowledge receipt thereof in writing and will thereafter pay any amounts due hereunder specified in said notice as directed therein. In the event Lessor assigns this Lease or the rent due or to become due hereunder or any other interest herein, whether as security for any of its indebtedness or otherwise, no breach or default by Lessor hereunder or pursuant to any other agreement between Lessor and Lessee will excuse performance by Lessee of any provision hereof, it being understood that in the event of default or breach by Lessor that Lessee will pursue any rights on account thereof solely against Lessor, that the rights of the assignee will be free of any claim or defense Lessee may have against Lessor and that Lessee will not assert against the assignee any claim or defense Lessee may have against Lessor. Without limiting the generality of the foregoing, the rights of an assignee will not be affected by any claim

Lessee may have against Lessor resulting from Lessor's rejection of the Lease in a bankruptcy proceeding or Lessor's interference with Lessee's quiet enjoyment of the Vehicle. No such assignee will be obligated to perform any duty, covenant or condition required to be performed by Lessor under the terms of this Lease, and Lessee agrees that no such assignment shall be deemed to increase or change Lessee's obligations hereunder.

Subject always to the foregoing, this Lease inures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, successors and assigns of the parties hereto.

25. **Late Charge; Dishonored Check.** In the event Lessee fails to pay any rent or any other amounts owed under this Lease on or before the due date, then Lessee shall pay interest on all past due amounts at the rate specified in section 2251.025 of the Texas Government Code. Lessee shall pay said interest, together with all accrued, unpaid amounts in accordance with sections 2251.025, 2251.026, 2251.027, and/or 2251.029 of the Texas Government Code. Lessee further will pay Lessor's then standard dishonored check charge for any payment instrument which is returned for insufficient funds.

26. **Markings.** If Lessor supplies Lessee with decals or other markings stating that the Vehicle is owned by Lessor, Lessee will affix and keep the same displayed on the Vehicle as directed by Lessor.

27. **Additional Documents.** If requested by a party, the other party shall procure and deliver to the requesting party such documents as the requesting party shall reasonably deem necessary or desirable in connection with this Lease. Without limiting the generality of the foregoing, Lessee further will furnish Lessor: (a) a fiscal year-end financial statement including balance sheet and profit and loss statement within one hundred twenty (120) days of the close of each fiscal year; (b) any other information normally provided by Lessee to the public; and (c) such other financial data or information relative to this Lease and the Vehicle as Lessor may from time to time request.

28. **Non Waiver.** No covenant or condition of this Lease can be waived except by the written consent of the party whose rights are affected. Forbearance or indulgence by a party in any regard whatever shall not constitute a waiver of the covenant or condition to be performed by the other party, and, until complete performance by said party of said covenant or condition, the party to which the performance is owed shall be entitled to invoke any remedy available to that party despite such forbearance or indulgence.

29. **Entire Agreement; Amendment and Modification.** This Master Lease and the Schedule(s) (and any exhibits or addenda hereto) constitute and contain the entire agreement between Lessee and Lessor regarding the leasing of Vehicles by Lessor to Lessee and any other matters set forth herein. The Master Lease and the Schedule(s) (and any exhibits or addenda hereto) supersede any and all prior agreements and understandings of the parties, whether written or oral, that relate to the subject matter hereof. Each of the exhibits and/or addenda, if any, referenced herein and attached hereto are incorporated herein by reference for all purposes and are made a part of the Lease. The Master Lease and the Schedule(s) cannot be amended or modified

orally. The parties hereto may amend, alter or supplement the Lease only by a written agreement signed by the party against whom enforcement is being sought.

30. **Notices; Designation of Authorized Representative.** Notices under this Lease shall be sufficient if in writing and given personally, mailed, U.S. mail certified postage prepaid, or sent by electronic means (such as email) to the party involved at its respective address set forth below or at such address as such party may provide from time to time on notice given as provided in this Section. Any such notice so mailed to such address shall be effective when deposited in the United States mail, duly addressed, with postage prepaid. Notices personally delivered will be effective upon delivery. Notice sent via electronic means is effective on the date the recipient receives the notice. For purposes of this Lease, Lessee shall designate its chief administrative officer or other officer or person as its Authorized Representative to receive any notices or other communications required under this Lease. Accordingly, Lessee hereby names and designates the following person as its Authorized Representative:

Authorized Representative Name:	NAME
Title/Position:	INSERT
Address:	INSERT
Phone Number:	INSERT
Email Address:	INSERT

31. **Number; Joint and Several Liability.** Whenever the context of this Lease requires, the singular number includes the plural. If there is more than one Lessee named in this Lease, the liability of each shall be joint and several.

32. **Titles.** The titles to the sections of this Lease are solely for the convenience of the parties and are not an aid in the interpretation hereof.

33. **Time.** Time is of the essence with respect to Lessee's obligation to pay rent and other amounts owed under this Lease, and its obligations set forth in Sections 11, 12, 13, 15 and 17.

34. **Governing Law; Venue.** This Lease will be governed by the laws of the State of Texas. This Lease is performable in whole or in part in Tarrant County, Texas. Venue for any action related hereto will be in an appropriate court in Tarrant County, Texas, to which Lessee consents.

35. **Lessee's Representations and Warranties.** As of the Effective Date of this Master Lease, and the date on which Lessee signs the Schedule, Lessee represents and warrants to Lessor: (a) Lessee is a political subdivision duly organized under the constitution and laws of the State and will do or cause to be done all things to preserve and keep in full force and effect its existence as a political subdivision; (b) Lessee is authorized under the constitution and laws of the State to enter into this Lease and the transaction contemplated hereby and to perform all of its obligations hereunder; (c) the execution and delivery of this Master Lease and any Schedule and the performance of Lessee's obligations hereunder and thereunder have been duly authorized by all necessary action on the part of Lessee; (d) 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; (e) as of the date of entering into this Master Lease and/or any Schedule, Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to pay the rent scheduled to come due during the current fiscal year and to meet its other obligations under this Lease during the current fiscal year, and such funds have not been expended for other purposes; (f) Lessee has complied with such public bidding requirements as may be applicable to this Lease and the acquisition by Lessee of the Vehicle(s) hereunder; (g) 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 therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Lease or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Lease or materially adversely affect the financial condition or properties of Lessee; (h) all authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Lease or in connection with the carrying out by Lessee of its obligations hereunder have been obtained; (i) the entering into and performance of this Lease 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 Vehicle(s) 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; (j) each person executing this Master Lease, the Schedule or any other related document on behalf of Lessee has been duly authorized to do so (each person so signing, joins in and makes this representation and warranty along with Lessee); (k) any and all financial data and other information which Lessee has submitted, or will submit, to Lessor is, or shall be at the time of delivery, as appropriate, a true, correct and complete statement of the matters therein contained; (l) this Master Lease and the Schedule constitute a legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally; (m) the Vehicle, if delivered in conjunction herewith by Lessor to a department or agency of Lessee or to any other entity or person designated by Lessee, whether at the request of Lessee, such department, agency, entity or person, is the Vehicle for all purposes of this Lease, and Lessee is primarily liable and shall remain primarily liable for its obligations under this Lease with respect to the Vehicle; (n) the Vehicle is essential to the governmental functions of Lessee, that Lessee has an immediate need for the Vehicle and will be used by Lessee solely for the purpose of performing one or more of Lessee's essential governmental functions consistent with the permissible scope of Lessee's governmental authority immediately after delivery and for the foreseeable future; and (o) the Vehicle will not be used in a non-governmental capacity such as by a business or for the personal use of a person or entity other than the Lessee.

36. Waiver of Trial by Jury. LESSOR AND LESSEE IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT. THE PARTIES

ACKNOWLEDGE THAT A RIGHT TO A JURY IS A CONSTITUTIONAL RIGHT, THAT THEY HAVE HAD AN OPPORTUNITY TO CONSULT WITH INDEPENDENT COUNSEL, AND THAT THIS JURY WAIVER HAS BEEN ENTERED INTO KNOWINGLY AND VOLUNTARILY BY THE PARTIES. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO TRIAL BY THE COURT.

37. **Prohibition Against Boycotting Israel & Doing Business with Foreign Terrorist Organization.** Pursuant to sections 2252.152 and 2270.002 of the Texas Government Code, Lessor represents and warrants that it does not boycott Israel and will not boycott Israel during the term of the Master Lease. Further, Lessor represents and warrants that it does not engage in business with Iran, Sudan, or any foreign terrorist organization (as defined and/or determined by the Texas Comptroller).

38. **Severability.** If any provision in this Master Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect, as if this Master Lease had been executed without any such invalid provision having been included.

39. **Electronic Signatures.** The parties hereto agree that this Master Lease (and any Schedules or any other related or ancillary documents) may be signed by electronic means. Any electronic signature and any contract formation or record-keeping through electronic means shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law including the Electronic Signatures in Global and National Commerce Act and/or any State law based on the Uniform Electronic Transactions Act. Each party agrees that any electronic signatures may used by the parties in lieu of an original, manual signature page(s) for any and all purposes, and each party agrees that they shall be entitled to rely on any such electronic signature purportedly given by or on behalf of the executing party without further verification. Notwithstanding anything contained herein to the contrary, Lessor is under no obligation to accept an electronic signature in any form or in any format unless expressly agreed to by Lessor pursuant to procedures approved by it. Lessee agrees that, if requested by Lessor, Lessee will provide an original manually executed counterpart.

Certification by Lessee under Section 7701(h)
of the Internal Revenue Code

Lessee hereby certifies under penalty of perjury that Lessee intends that more than 50% of the use of each Vehicle will be in Lessee's trade or business. Lessee further states that Lessee has been advised that Lessee will not be treated as the owner of any of the Vehicles for federal income tax purposes.

LESSEE:

By: _____

Name: _____

Title: _____

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto have executed this Master Lease as of the Effective Date set out above.

LESSOR:

COMMERCIAL VEHICLE LEASING,
L.L.C., d/b/a D&M Leasing

By: _____
Name: _____
Title: _____

Address:
17090 N Dallas Parkway,
Dallas, Texas 75248

LESSEE:

By: _____
Name: _____
Title: _____

Address:



City Council Agenda October 15, 2026

Minute Resolution

Action Item

Agenda Description:

Discuss, consider, and possible action regarding the City of Joshua's vote for the Texas Municipal League Region 8 Director.

Background Information:

The Texas Municipal League (TML) has provided its official ballot for the election of the Region 8 Director to serve on the TML Board of Directors. Each TML member city is entitled to one vote, and the City's selection must be determined by a majority vote of the governing body.

The officials nominated to serve a two-year term as TML Region 8 Director are:

- Mike Browning, Councilmember, City of Aubrey
- Mary Sarver, Mayor Pro Tem, City of Grandview – Incumbent

Candidate biographies were provided by TML with the official ballot. Mr. Browning currently serves on the Aubrey City Council and has experience in transportation planning, economic development, regional collaboration, and private-sector business leadership. Ms. Sarver currently serves as Mayor Pro Tem for the City of Grandview and is the incumbent Region 8 Director. She has been actively involved with TML, the National League of Cities, and regional municipal organizations.

Following City Council action, the City Secretary will complete and certify the ballot reflecting the Council's majority vote. TML must receive the properly signed ballot by 5:00 p.m. Central Time on November 5, 2026.

Financial Information:

No cost associated with the ballot

City Contact and Recommendations:

Alice Holloway, City Secretary

Attachments:

1. Official Ballot



OFFICIAL BALLOT

Texas Municipal League (TML) Region 8 Director Election

This is the official ballot for the election of the Region 8 director of the TML Board of Directors. You received this ballot because you are the city's primary contact person with TML. Each TML member city is entitled to one vote, which vote must be cast by a majority vote of the city's governing body. Please record your city's choice by placing an "X" in the square beside the candidate's name or writing in the name of an eligible person in the space provided. You can only vote for one candidate.

The officials listed on this ballot have been nominated to serve a two-year term on the TML Board of Directors. A brief biography for each candidate is included after the ballot.

Ballots must reach the TML office by 5:00 p.m. Central Time on November 5, 2026. Ballots received after this date cannot be counted. **The ballot must be properly signed and mailed to: Rachael Pitts, Texas Municipal League, 1821 Rutherford Lane, Suite 400, Austin, TX 78754, or scanned and emailed to rpitts@tml.org. If the ballot is not signed, it will not be counted.**

Region 8 Director (select one)

☐

Mike Browning, Councilmember, Aubrey

☐

Mary Sarver, Mayor Pro Tem, Grandview (Incumbent)

Certificate

I certify that the vote cast above has been cast in accordance with the will of the majority of the governing body of the city named below.

Witness my hand, this _____ day of _____, 2026.

Signature of Authorized Official

Title

Printed Name of Authorized Official

Printed Name of City

Region 8 Director Candidate Biographies (printed on both sides)



Mike Browning, Councilmember, Aubrey

Mike Browning serves on the Aubrey City Council, where he is passionate about responsible growth, transportation planning, economic development, and regional collaboration. With more than 25 years of executive leadership experience in manufacturing, technology, and entrepreneurship, he brings a practical, results-driven perspective to public service. Aubrey is experiencing firsthand the transformation occurring across North Texas. Rapid population growth brings tremendous opportunity but also difficult decisions about infrastructure, transportation, public safety, economic development, housing, and the cost of providing services. Browning believes communities can embrace growth while protecting their character, strengthening their financial position, and planning proactively for the future. He is actively involved in transportation initiatives affecting North

Texas, including improvements along US Highway 377 and key farm-to-market corridors, as well as long-range planning for the future East-West Outer Loop. He also participates in regional transportation initiatives and is pursuing his certified municipal official designation through the Texas Municipal League (TML). As founder and CEO of Symbios Additive LLC, he understands firsthand how infrastructure, transportation, workforce development, and a strong business environment influence economic growth and investment. Browning's municipal priorities include practical solutions, regional cooperation, responsible growth, and the preservation of local decision-making. His experience in Aubrey, one of North Texas' rapidly growing communities, has provided him with perspective on the opportunities and challenges associated with municipal growth. Through service with TML Region 8, he seeks to collaborate with municipal leaders, share ideas, address common challenges, and contribute to discussions affecting communities throughout the region.



Mary Sarver, Mayor Pro Tem, Grandview (Incumbent)

Mary Sarver serves as the mayor pro tem for the City of Grandview, where she has served on the City Council since June 2022. She is actively involved in municipal leadership at the local, regional, state, and national levels, with a strong focus on economic development, collaboration, and advocacy for cities. Since her election, Sarver has actively engaged in a wide array of trainings and conferences hosted by the Texas Municipal League (TML), demonstrating a strong commitment to her professional development and the advancement of municipal governance. Her participation in these events underscores her dedication to staying informed about best practices, emerging trends, and legislative changes affecting local governments. In addition to her personal involvement, Sarver takes a proactive approach in promoting the benefits of TML to her colleagues and elected officials in neighboring cities.

She encourages her peers to leverage the extensive resources and networking opportunities provided by TML, recognizing the value these resources bring to effective municipal management and collaboration. Her efforts not only enhance her own capabilities but also foster a broader culture of informed and collaborative leadership across the region. Her TML leadership includes serving as Region 8 vice president in 2025, Region 8 president in 2026, a member of the TML Board of Directors in 2026, and a member of the 2026 TML Policy Summit Committee. At the national level, Sarver is actively involved with the National League of Cities (NLC). She served as vice chair of the Small Cities Council from 2024–2025 and as chair from 2025–2026. She has served in NLC's Community and Economic Development federal advocacy work since 2023, served on the Nominating Committee in 2024, and serves on the NLC Board of Directors for the 2025–2027 term. Sarver's commitment to economic development also includes service with the City of Grandview's Type A Economic Development organization since 2022 and as an Economic Development District Board member with the North Central Texas Council of Governments from 2024–2026. Sarver recognizes TML's

Region 8 Director Candidate Biographies (printed on both sides)

Item 4.

role in providing education and resources to local elected officials throughout Texas. Her service has emphasized the importance of education, training, and mentorship in helping municipal officials effectively advocate for and serve their communities. She has valued the opportunity to serve in this capacity and contribute to the work of TML.



JOSHUA POLICE DEPARTMENT

September 2026

In September we continued recruiting and testing applicants. Officer Bilbrey completed her field training and took her spot on a shift. She is doing very well. Officer Slamer returned from light duty and has returned to her shift. We have made a conditional offer to candidate Cody Reynolds who currently serves on the Dublin, Texas Police Department. We are expecting to have a start date for him soon. We currently have five other applicants in various stages of the hiring process.

PATROL DIVISION					
September 2026		September 2025		Year to Date 2026	
Calls for Service	401	Calls for Service	390	Calls for Service	3939
Arrests	12	Arrests	9	Arrests	135
Crash Reports	9	Crash Reports	12	Crash Reports	84
Traffic Stops	500	Traffic Stops	186	Traffic Stops	3749
Citations	94	Citations	63	Citations	1008
Outside Agency Assists	20	Outside Agency Assists	/	Outside Agency Assists	205
Reports	53	Reports	42	Reports	465
CRIMINAL INVESTIGATION DIVISION					
Cases Received	48	Cases Filed			26
Arrest Warrants Obtained	3	Search Warrants Obtained			0
Interviews Conducted	49	Cases w/Evidence Sent to Lab			9
Cases Inactivated	14	Cases Closed			22
JOSHUA CITIZENS ON PATROL					
Activity		Volunteer Hours			
Patrol		12.5			
Training					
Other Volunteer Hours					
Community Events					
Total Volunteer Hours		12.5			
TRAINING & COMMUNITY OUTREACH					
09/21/26 to 09/22/26 – Officer Kinman attended narcotics interdiction training					

City of Joshua
Municipal Court Council Report
Sep-26

Violations by Type				
Traffic	Penal	Ciry Ordinance	Parkin	Other
64	15	12	1	15
Financial				
State Fees and Court Cost	Fines		Tech Fund and Build	
\$10,407.23	\$7,076.80		\$684.94	
Dispositions				
Paid	Non Cash Credit	Dismissed	Driver Safety	Deferred
49	1	13	20	41
Trials				
Jury		Bench		
0		0		
OMNI/Collections				
OMNI		Collections		
49		53		

Total

107

ding Sec Total

\$18,168.97

Total

124

Total

0

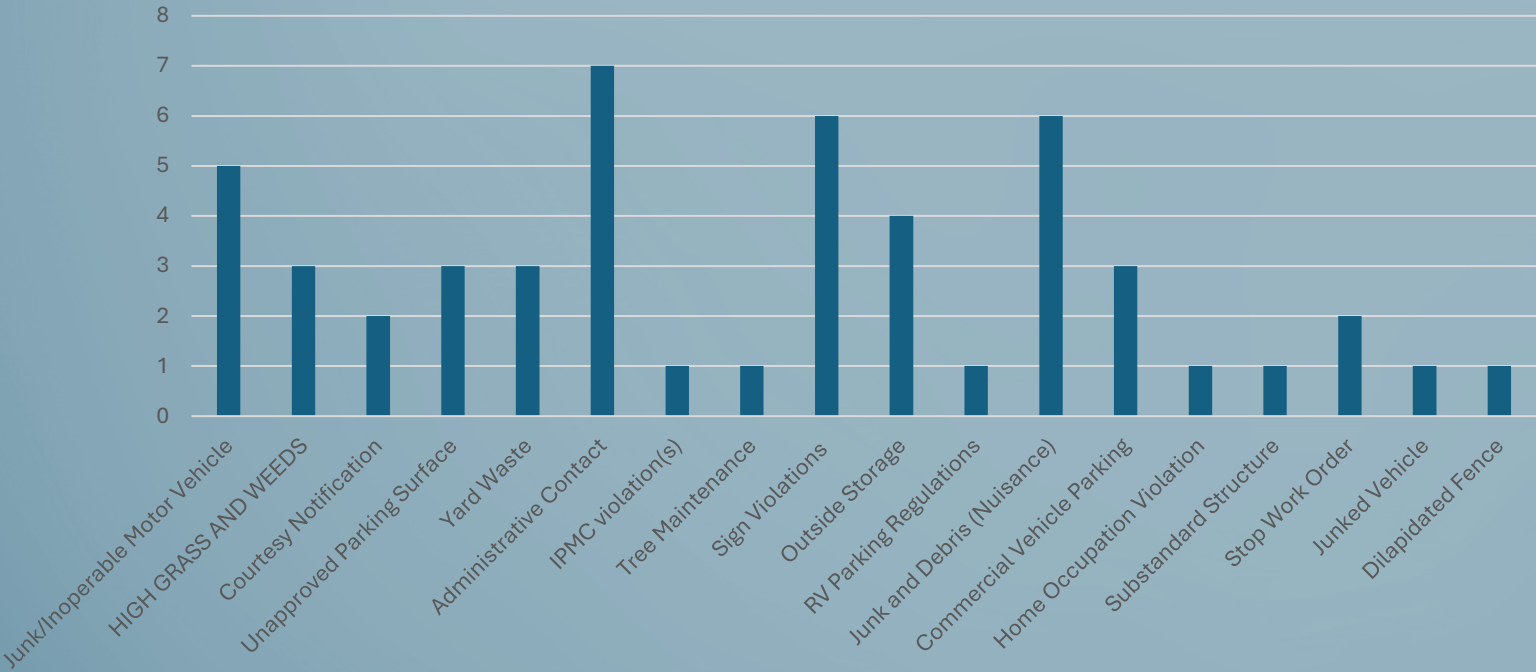
Total

102



Item 3.

Case Information for September 2026



Violations	Totals
Junk/Inoperable Motor Vehicle	5
HIGH GRASS AND WEEDS	3
Courtesy Notification	2
Unapproved Parking Surface	3
Yard Waste	3
Administrative Contact	7
IPMC violation(s)	1
Tree Maintenance	1
Sign Violations	6
Outside Storage	4
RV Parking Regulations	1
Junk and Debris (Nuisance)	6
Commercial Vehicle Parking	3
Home Occupation Violation	1
Substandard Structure	1
Stop Work Order	2
Junked Vehicle	1
Dilapidated Fence	1
Totals	51



Additional information:

- ☐ A total of 13 bandit signs were removed from the rights-of-way.
- ☐ Seven (7) citations were issued.

				Staff Report			
Department: Parks and Recreation						Date: 9 / 28 /26	
Inspected By: Michael Rickard							
Turf and Mowing Standards:						Rating:	Comments:
1. Irrigation Operational and Inspected						4	
2. Mowed, Edged, and String Trimmed all areas: City Buidlings, Park and Ballfields						5	
3. Loose Trash picked up daily						5	
4. Turf areas free and clear of weeds						4	Ballfields
5. Fire ants and Pests treated						4	
6. No bare spots in turf areas						5	Ballfields
						Subtotal	27
						Possible Score	30
						Average	90%
General Standards						Rating:	Comments:
1. Litter Removed: Pavilions, Restrooms, Pond, and Open spaces daily						5	
2. Mainteance equipment is inspected and maintained daily						4	
3. Trash receptables less than 1/2 full						5	
4. Facility lighting is inspected monthly						5	9/14/2026
5. Restrooms cleaned daily and are in good condition						5	
6. All amenities/signage checked and maintained						5	
7. Playground inspected and Considered safe						5	9/11/2026
8. Concrete walkways cleaned						4	
9. Restrooms at sporting complex cleaned and are in good condition						4	JYSA TASK
10. Splash pad inpected daily and tested weekly				turned off for winter		5	OFF SEASON
						Subtotal:	47
						Possible Score:	55
						Average:	85%
Additional Projects and Repairs:				Comments:			
Christmas on main plaining				ongoing			
wild flower area at park for time capsule project				ongoing			
Ballfield regrading				ongoing			
contractor starts on walk way repair 9/15/26				completed 9/20/26		Total % Score:	88%

New Businesses Report SEPTEMBER 2026	
New Businesses (Certificate of Occupancy Issued)	Address
Remotely Fun Hobbies LLC	615 N. Broadway
Brain Kind	207 N. Main #8
Future New Businesses (Applied for Certificate of Occupancy not completed)	Address
New CO Issued for existing Business (New Owner, New Location, Name change,etc)	Address

Building Inspection Report

SEPTEMBER	2026	2025	YTD 2026	YTD 2025
Building	79	74	514	562
Electrical	28	33	295	315
Plumbing	29	35	246	255
Mechanical	15	12	113	108
Re-Inspections	5	8	52	59
Certificate of Occupancy	3	5	20	25
Certificate of Occupancy Re-Inspection	2	2	9	6
Total # of Inspections	161	169	1249	1330
Plan Review	7	29	122	190

Building Permit Report

SEPTEMBER	2026	2025	YTD 2026	YTD 2025
Building	14	23	157	260
Electrical	9	14	118	136
Plumbing	10	14	98	105
Mechanical	6	14	65	83
Permanent Sign	0	5	1	15
Temporary Sign	0	0	9	26
Certificate of Occupancy	1	2	17	21
Swimming Pool	2	3	11	13
Irrigation System	3	10	32	49
Solicitor	0	0	6	2
Contractor Registration	21	29	174	214
MHP Registration	3	0	5	3
Garage Sales	5	16	116	115
Total # of Permits	77	130	809	1042

City of Joshua

EDC Monthly Staff Report

Period: September 2026

Prepared by: Nora Fussner

Business Retention/Business Spotlights:

State Farm Jamye Kelley

Napoli's Pizza and Pasta

Planning & Zoning Projects:

Caddo Peak Addition

- Coordinating with City attorney and JCSUD attorney to get JCSUD approval letter

Moura Estates

- Review of resubmittal and coordinating with City Engineer
- Comments sent to applicant, engineer and project manager
- Waiting on response from applicant

Joshua Meadows, Phase 4

- All engineering comments have been resolved
- Coordinating with JCSUD and City Engineer over infrastructure
- Waiting on Final plat to be submitted for review

Joshua Gardens

- Comments to applicant
- Coordinating with City Engineer and applicant about pending comments and Developers Agreement
- Waiting on submittal of Developers Agreement

La Paloma Estates Preliminary Plat

- Resolved all pending comments on the preliminary plat
- Staff report and all supporting documentation for P&Z

Owl's Roost

- Review of resubmittal documents
- Coordinating with engineer and fire marshal

531 Cooper Ln. PD Amendment

- Review of submittal documents
- Comments to applicant

Address all Planning and Zoning-related inquiries, concerns, and issues from the citizens and developers via phone, email, and walk-in visits.

Special Events:

Joshua's Winter Wonderland Christmas Team

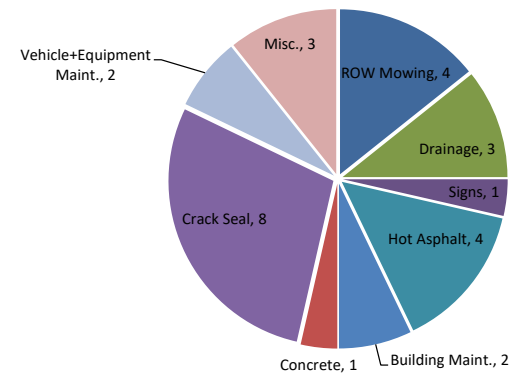
Ribbon Cutting for the rebranding of Pathway

City of Joshua
Public Works Monthly Activity Report
For the Month of September 2026

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

Chart reflects one per daily occurrence

ROW Mowing	4
ROW Trimming	0
Drainage	3
Signs	1
Hot Asphalt	4
Pot hole	0
Building Maint.	2
Concrete	1
Emergency Services	0
Crack Seal	8
Safety Meeting/Classes	0
Supporting other Dept.	0
Vehicle+Equipment Maint.	2
Misc.	3



Public Works Monthly Team Status Report

For The Month Of

Completed Items

Date Received	Work Order	Finish Date	Notes
9/1/2026	Honeybee Dr	9/10/2026	Repair curbs, stabilize and overlay street
9/2/2026	Wood oak Dr	9/15/2026	Crack seal street
9/4/2026	CR 904	9/4/2026	Repair potholes in street
9/11/2026	Service Center	9/11/2026	PM equipment
9/15/2026	Greenhill Dr	9/15/2026	Crack seal street
9/16/2026	City Wide	9/17/2026	Mow drainage easements
9/17/2026	City Wide	9/21/2026	Mow street right of ways
9/18/2026	Service Center	9/22/2026	Repair patio for propane tank
9/23/2026	Sally Dr	9/23/2026	Crack seal street
9/24/2026	McMillian St	9/24/2026	Crack seal street
9/25/2026	College Dr	9/25/2026	Crack seal street
9/28/2026	Stadium Dr 800 Blk	9/29/2026	Mill and repair dip in street
9/29/2026	Country Club Dr and SH 174	9/29/2026	Repair damaged traffic sign
9/30/2026	Forrest Ln	9/30/2026	Joshua's annual right of way clean-up
9/30/2026	Service Center	9/30/2026	Fill sandbags for rain event

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

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	109	430	80	295	40	29	11		53	16	7	19		11	36	40		12	7	1	
February	197	547	65	593	41	28	11	1	41	14	2	1	1	8	26	50	4	22	2	3	1
March	153	631	90	501	65	25	29	11	59	25	13	8	1	12	52	65	2	7	3	2	
April	175	686	200	512	100	45	49	6	59	32	10	0	1	13	37	56	9	8		2	24
May	229	808	200	352	154	65	72	17	132	51	22	3	5	45	41	58	12	17	1	16	2
June	115	871	200	383	106	34	64	8	140	35	10	10	2	83	36	60	10	12	2	1	1
July	108	906	192	697	109	50	51	8	117	35	6	7	4	64	64	53	8	9	6		10
August	125	817	180	481	82	26	49	4	98	48	5	7	1	33	68	56	24	6	2		8
September	137	625	177	657	62	23	32	7	52	17	11	3	8	13	63	62	9	8	2		8
YTD	1821	7886	1765	5588	928	428	427	68	943	344	107	94	28	339	537	628	89	148	29	29	69
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	76.10%	142.94%	136.29%	127.73%	121.31%	140.79%	98.16%	283.33%	121.83%	123.74%	155.07%	116.05%	127.27%	113.38%	121.77%	128.16%	61.38%	146.53%	263.64%	483.33%	123.21%

Revenue	Total Revenue	Adoptions	Discounts/Incentives	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/ 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	\$ 2,535	\$ 240		\$ 210	\$ 210	\$ 200	\$ 25		\$ 280		\$ 345			\$ 1,025			
February	\$ 4,275	\$ 260		\$ 100	\$ 195	\$ 125	\$ 100		\$ 220		\$ 2,345			\$ 935	\$ 50		\$ 100
March	\$ 5,478	\$ 500		\$ 220	\$ 500	\$ 355	\$ 120	\$ 40	\$ 455		\$ 1,403			\$ 1,785	\$ (50)		
April	\$ 7,047	\$ 550	\$ 40	\$ 145	\$ 500	\$ 475		\$ 95	\$ 520		\$ 2,297			\$ 2,465			
May	\$ 6,516	\$ 40	\$ 590	\$ 395	\$ 630	\$ 600	\$ 180	\$ 170	\$ 750		\$ 336			\$ 3,105	\$ 100	\$ 40	
June	\$ 4,541	\$ 140	\$ 1,275	\$ 200	\$ 378	\$ 325	\$ 450	\$ 143	\$ 545		\$ 601			\$ 1,809	\$ (50)		
July	\$ 3,210	\$ 200	\$ 1,945	\$ 245	\$ 120	\$ 30	\$ 135	\$ 115	\$ 280		\$ 575			\$ 1,510			
August	\$ 1,753	\$ -	\$ 4,250	\$ 385	\$ 15	\$ 175	\$ 475	\$ -	\$ -		\$ 703			\$ -			
September	\$ 2,488	\$ 260	\$ -	\$ 100	\$ 205	\$ 215	\$ 245	\$ 65	\$ 260		\$ 223			\$ 1,015	\$ (100)		
YTD	\$ 49,834	\$ 3,055	\$ -	\$ 2,485	\$ 3,718	\$ 3,100	\$ 1,830	\$ 628	\$ 4,230	\$ -	\$ 14,519	\$ -	\$ -	\$ 16,009	\$ (50)	\$ 40	\$ 150
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 24/25	93.07%	86.54%	0.00%	114.52%	119.94%	156.57%	195.72%	1570.00%	123.50%		41.31%			682.69%	-20.00%	33.33%	214.29%

City of Joshua
Human Resources Monthly Report

Reporting Period: September, 2026

Prepared By: Brittany Grounds, Human Resources Director

Meeting Date: October 15, 2026

Staffing Overview

Authorized Full-Time Positions: 44

Authorized Part-Time Positions: 3

Current Vacancies: 7 Full-Time Positions, 2 Part-Time Positions

Staff Changes for September 2026:

- New Hires: 0
- Separations: 2

Risk

	Currently Open	Fiscal Year to date (includes currently open)
Workers' Compensation	3	9
Auto Property	1	7
Auto Liability	0	1
General Liability	0	1
Law Enforcement	0	1
Property	1	3

Training and Compliance

- TMRS City Training Conference – Virtual
- The Hottest Acronyms for 2027 - Virtual – Hosted by Ameriflex

Leave & Modified Duty Status

- Employees on FMLA: 0
- Employees on Light Duty: 1

Employee Events

- Recognized Finance & Accounting Appreciation Week
- Held two Open Enrollment meetings for employees.

Additional Projects

- Participated in monthly meeting with Todo Verde.
- Continued to work with the Finance Director and Todo Verde to implement MFA authentication.
- Continued to work with the Finance Director and Todo Verde to develop eight (8) IT-related policies. Additional updates are needed before they can be presented.
- Attended a board meeting for Kaleigh's Sleigh.

CITY OF JOSHUA

City Secretary Monthly Report | September 2026

Records Management

Coordinated the destruction of 36 banker boxes of records that met applicable Texas State Library and Archives Commission retention requirements. At approximately 500 pages per box, an estimated 18,000 pages were destroyed. Records included materials from all departments.

Public Information Requests

Handled 41 numbered public information requests. Some requests took approximately 30 minutes to complete, while several required a full day of research, record collection, review, and coordination with departments.

Meetings and Official Records

Attended four meetings, prepared the meeting minutes, and prepared and posted agendas and packets. Continued maintaining official City records and assisting departments with meeting and records questions.

Time Capsule Projects

Continued follow-up work for the opening of the City's 2001–2026 time capsule, held August 29 at the Joshua YMCA Community Room with approximately 75 attendees. Also coordinated contributions, letters, and preparations for the new 2026–2051 time capsule. Letters are due October 10, and placement at City Park is planned for November 7, 2026, at 10:00 a.m.

Hometown Christmas on Main Street

Took on overall coordination of the December 5, 2026, Christmas event, including sponsorships, fundraising, promotional materials, ornament sales, vendor outreach, the parade, and planning with City departments. Planned attractions include a tree lighting, parade, Santa and Mrs. Claus, free ice rink, snow slide, snow globe, children's activities, vendors, and more. Coordinated the parade route from H.D. Staples Elementary toward City Park, along with street-closure planning and event logistics.

Sponsorships and Event Support

Identified \$10,000 from Type A, \$10,000 from Type B, and \$1,500 from Texas Health in event support commitments, plus \$5,000 in H-E-B gift cards. Promoted approximately 100 commemorative ornaments priced at \$20 each (donation); about half sold shortly after the public announcement.

Summary

September included substantial records work and meeting support while time capsule preparations and planning for the Christmas event added significant new responsibilities. The City Secretary's Office continued serving City departments, elected officials, and residents throughout the month.