



**AGENDA  
CITY COUNCIL REGULAR MEETING  
COUNCIL CHAMBERS  
SEPTEMBER 15, 2022  
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 the Joshua City Hall, located at 101 S. Main St., Joshua, Texas, on September 15, 2022. This meeting is subject to the open meeting laws of the State of Texas.

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

**Join Zoom Meeting:**

<https://us02web.zoom.us/j/82042574134?pwd=aDVYWElweUJsL2RoVC96Q05NdEY4UT09>

Meeting ID: 820 4257 4134 Passcode: 531382 or dial 346-248-7799

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

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

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

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

**B. PLEDGE OF ALLEGIANCE**

1. United States of America
2. Texas Flag

**C. INVOCATION**

**D. WORK SESSION**

1. Review and discuss questions related to the budget report and financial statement for August 2022. (Staff Resource: M. Peacock)
2. Discussion on requiring each city board, corporation, and commission president be a Joshua Elected Official.
3. Discussion on the Tree Preservation Ordinance.
4. Discussion on providing broadband connectivity to unserved and underserved areas within the City of Joshua.

## **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 meeting minutes of August 18, 2022. (Staff Resource: A. Holloway)
2. Discuss, consider, and possible action on Interlocal Cooperation Agreements with Johnson County for the housing of City of Joshua Class "C" Misdemeanor Offenses in the Johnson County Jail. (Staff Resource: M. Peacock)
3. Discuss, consider, and possible action on the amendments to the Johnson County Communications System Agreement. (Staff Resource: M. Peacock)

## **H. REGULAR AGENDA**

1. Discuss, consider, and possible action on an Ordinance by the City Council of the City of Joshua, Texas authorizing the issuance of "City of Joshua, Texas Tax Notes, Series 2022A"; levying an annual ad valorem tax, within the limitations prescribed by law, for the payment of the Obligations; prescribing the form, terms, conditions, and resolving other matters incident and related to the issuance, sale, and delivery of the Obligations; authorizing the execution of a Paying Agent/Registrar Agreement and a Purchase and Investment Letter; complying with the Letter of Representations previously executed with the Depository Trust Company; authorizing the execution of any necessary engagement agreement with the City's financial advisors and/or bond counsel; and providing an effective date. (Staff Resource: M. Peacock)
2. Public Hearing on the proposed budget for the fiscal year beginning October 1, 2022 and ending September 30, 2023.
3. Public hearing on a proposal to adopt the Ad Valorem Property Tax Rate of \$.0711493 for Tax Year 2022.
4. Discuss, consider, and possible action on an Ordinance approving the annual Budget for fiscal year beginning October 1, 2022 and ending September 30, 2023. (Staff Resource: M. Peacock)
5. Discuss, consider, and possible action on an Ordinance adopting the City of Joshua 2022 Property Tax Rate. (Staff Resource: M. Peacock)
6. Public hearing on a request for annexation of 0.935 acres of land situated in the Thomas W. Baird Survey, Abstract 40, County of Johnson, Texas, located at 220 Ranch Road, to allow for the construction of a residential home.



Staff Presentation

Owner's Presentation

Those in Favor

Those Against

Owner's Rebuttal

- [7.](#) Discuss, consider, and possible action on approving an Ordinance annexing 0.935 acres of land situated in the Thomas W. Baird Survey, Abstract 40, County of Johnson, Texas, located at 220 Ranch Road, to allow for the construction of a residential home. (Staff Resource: A. Maldonado)
- [8.](#) Discuss, consider, and possible action on a Development Agreement between the City of Joshua and Joshua Development Company, Ltd., relative to the residential subdivision development of Joshua Meadows Addition Phase 3C; and authorize the City Manager to sign the agreement. (Staff Resource: A. Maldonado)
- [9.](#) Discuss, consider, and possible action on the resolution approving the submission of the grant application for the Bullet-Resistant Shields for Active Shooter Responses. (Staff Resource: D. Gelsthorpe)
- [10.](#) Discuss, consider, and possible action on the renewal of the Johnson County ESD Contract for Fire and Emergency Services. (Staff Resource: T. Griffith)
- [11.](#) Discuss, consider, and possible action on a resolution casting votes for the Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election. (Staff Resource: M. Peacock)
- [12.](#) Discuss, consider, and possible action on a resolution creating a Charter Review Commission to consider amendments to the City Charter. (Staff Report: T. Welch and A. Holloway)
- [13.](#) Discuss, consider, and possible action on the Johnson County Threat Protocol as signed by all Johnson County Law Enforcement Agencies. (Staff Resource: D. Gelsthorpe)
- [14.](#) Discuss, consider, and possible board appointments. (Staff Resource: A. Holloway)
- [15.](#) Discuss, consider, and possible action on authorizing requests for proposals for administrative services (RFP) and requests for qualifications (RFQ) for the 2023-24 Texas Community Development Block Grant Program administered by the Texas Department of Agriculture. (Staff Report: A. Holloway)

## **I. STAFF REPORT-AUGUST 2022**

- [1.](#) Police Department
- [2.](#) Fire Department
- [3.](#) Municipal Court
- [4.](#) Utility Department
- [5.](#) Public Works Department
- [6.](#) Development Services Department
- [7.](#) Parks Department

**J. EXECUTIVE SESSION**

1. The City Council of the City of Joshua will recess into Executive Session (Closed Meeting) pursuant to the provisions of chapter 551, Subchapter D, Texas Government Code, to discuss the following:
  1. Pursuant to Section 551.071, consultation with the City Attorney regarding legal issues associated with provision of utility services, and all matters incident and related thereto.

**K. RECONVENE INTO REGULAR SESSION**

1. 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, including 551.071 (private consultation with the attorney for the City); 551.072 (discussing purchase, exchange, lease or value of real property); 551.074 (discussing personnel or to hear complaints against personnel); and 551.087 (discussing economic development negotiations). Any decision held on such matters will be taken or conducted in Open Session following the conclusion of the Executive Session.

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

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

**CERTIFICATE:**

I hereby certify that the above agenda was posted on or before September 12, 2022 by 12:00 pm on the official bulletin board at Joshua City Hall, 101 S. Main, Joshua, Texas.

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Alice Holloway  
City Secretary

**City of Joshua**  
**Financial Statement (General Fund, Departmental Summary, Unaudited)**  
**As of August 31, 2022**

% OF YEAR COMPLETED: 91.63

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
<b>REVENUE SUMMARY</b>							
<b>Non-Departmental</b>							
Tax Revenue	371,802.70	294,393.23	(77,409.47)	4,283,207.36	4,294,980.00	99.73%	11,772.64
Charges for Services	46,972.77	42,566.47	(4,406.30)	490,259.90	512,000.00	95.75%	21,740.10
Licenses, Permits & Fees	59,278.56	78,850.94	19,572.38	938,727.40	914,815.00	102.61%	(23,912.40)
Grants & Contributions	55.00	395.23	340.23	5,352.84	3,600.00	148.69%	(1,752.84)
Intergovernmental Revenues	0.00	13,860.34	13,860.34	110,436.23	166,370.00	66.38%	55,933.77
Investment Earnings	462.68	249.90	(212.78)	638.32	3,000.00	21.28%	2,361.68
Miscellaneous	2,542.20	4,165.00	1,622.80	176,861.89	50,000.00	353.72%	(126,861.89)
Transfers In	0.00	152,633.33	152,633.33	4,172.70	782,200.00	0.53%	778,027.30
<b>TOTAL REVENUES</b>	<b>481,113.91</b>	<b>587,114.44</b>	<b>106,000.53</b>	<b>6,009,656.64</b>	<b>6,726,965.00</b>	<b>89.34%</b>	<b>717,308.36</b>
<b>EXPENDITURE SUMMARY</b>							
<b>Community Service</b>							
Utilities	4,489.64	3,415.30	(1,074.34)	43,534.79	41,000.00	106.18%	(2,534.79)
Community Events	0.00	1,714.29	1,714.29	18,492.09	37,000.00	49.98%	18,507.91
Contract & Professional Services	27,968.33	27,405.70	(562.63)	302,586.76	329,000.00	91.97%	26,413.24
Miscellaneous	4,440.27	13,936.47	9,496.20	42,203.54	80,715.00	52.29%	38,511.46
<b>TOTAL Community Service</b>	<b>36,898.24</b>	<b>46,471.76</b>	<b>9,573.52</b>	<b>406,817.18</b>	<b>487,715.00</b>	<b>83.41%</b>	<b>80,897.82</b>
<b>Non-departmental</b>							
Personnel	460.28	100.00	(360.28)	4,418.47	4,200.00	105.20%	(218.47)
Contract & Professional Services	1,895.94	5,718.64	3,822.70	92,579.07	114,750.00	80.68%	22,170.93
Debt Service	0.00	200.00	200.00	3,050.00	4,000.00	76.25%	950.00
Miscellaneous	95,154.33	13,449.08	(81,705.25)	353,936.41	183,804.00	192.56%	(170,132.41)
<b>TOTAL Non-departmental</b>	<b>97,510.55</b>	<b>19,467.72</b>	<b>(78,042.83)</b>	<b>453,983.95</b>	<b>306,754.00</b>	<b>148.00%</b>	<b>(147,229.95)</b>

**City of Joshua**  
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**As of August 31, 2022**

% OF YEAR COMPLETED: 91.63

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
<b>Mayor &amp; Council</b>							
Personnel	493.76	0.00	(493.76)	1,293.80	2,000.00	64.69%	706.20
Supplies	591.19	254.10	(337.09)	3,235.11	3,050.00	106.07%	(185.11)
TOTAL Mayor & Council	1,084.95	254.10	(830.85)	4,528.91	5,050.00	89.68%	521.09
<b>Administration</b>							
Personnel	47,074.20	52,183.87	5,109.67	546,367.17	651,990.00	83.80%	105,622.83
Supplies	3,470.03	3,212.90	(257.13)	30,083.81	44,570.00	67.50%	14,486.19
Repair & Maintenance	1,593.33	2,563.14	969.81	29,164.00	30,770.00	94.78%	1,606.00
Contract & Professional Services	23,521.82	934.62	(22,587.20)	118,707.91	176,340.00	67.32%	57,632.09
Utilities	2,508.86	2,713.17	204.31	20,725.31	32,570.00	63.63%	11,844.69
Miscellaneous	813.20	958.28	145.08	10,116.79	11,500.00	87.97%	1,383.21
TOTAL Administration	78,981.44	62,565.98	(16,415.46)	755,164.99	947,740.00	79.68%	192,575.01
<b>Police Department</b>							
Personnel	89,083.88	120,974.25	31,890.37	1,186,702.59	1,480,810.00	80.14%	294,107.41
Supplies	2,416.26	3,177.80	761.54	32,416.36	32,250.00	100.52%	(166.36)
Repair & Maintenance	5,238.92	7,688.98	2,450.06	69,729.45	73,000.00	95.52%	3,270.55
Contract & Professional Services	2,525.59	1,739.30	(786.29)	112,602.21	136,880.00	82.26%	24,277.79
Utilities	1,720.15	1,999.20	279.05	14,439.90	24,000.00	60.17%	9,560.10
Capital Outlay	0.00	1,416.67	1,416.67	25,578.82	33,400.00	76.58%	7,821.18
Debt Service	4,597.93	1,570.00	(3,027.93)	23,734.72	18,840.00	125.98%	(4,894.72)
Miscellaneous	0.00	33.33	33.33	56.00	400.00	14.00%	344.00
TOTAL Police Department	105,582.73	138,599.53	33,016.80	1,465,260.05	1,799,580.00	81.42%	334,319.95

**City of Joshua**  
**Financial Statement (General Fund, Departmental Summary, Unaudited)**  
**As of August 31, 2022**

% OF YEAR COMPLETED: 91.63

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
<b>Public Works</b>							
Personnel	28,174.72	27,819.91	(354.81)	266,947.65	364,510.00	73.23%	97,562.35
Supplies	76,432.58	79,309.76	2,877.18	711,015.96	773,355.00	91.94%	62,339.04
Repair & Maintenance	9,795.80	10,100.08	304.28	92,138.82	99,800.00	92.32%	7,661.18
Contract & Professional Services	1,910.00	1,685.99	(224.01)	13,008.80	20,240.00	64.27%	7,231.20
Utilities	418.57	641.41	222.84	4,184.85	7,700.00	54.35%	3,515.15
Micellaneous	0.00	833.33	833.33	10,866.48	10,000.00	108.66%	(866.48)
Capital Outlay	0.00	0.00	0.00	103,876.58	103,885.00	99.99%	8.42
Debt Service	2,124.13	3,671.25	1,547.12	17,892.43	44,055.00	40.61%	26,162.57
<b>TOTAL Public Works</b>	<b>118,855.80</b>	<b>124,061.73</b>	<b>5,205.93</b>	<b>1,219,931.57</b>	<b>1,423,545.00</b>	<b>85.70%</b>	<b>203,613.43</b>
<b>Municipal Court</b>							
Personnel	4,997.38	5,674.32	676.94	62,587.72	71,046.00	88.09%	8,458.28
Supplies	207.75	154.10	(53.65)	1,342.33	1,850.00	72.56%	507.67
Repair & Maintenance	76.44	166.60	90.16	1,775.20	2,000.00	88.76%	224.80
Contract & Professional Services	2,080.00	2,951.36	871.36	26,644.58	35,420.00	75.22%	8,775.42
Miscellaneous	116.56	83.30	(33.26)	524.52	1,000.00	52.45%	475.48
<b>TOTAL Municipal Court</b>	<b>7,478.13</b>	<b>9,029.68</b>	<b>1,551.55</b>	<b>92,874.35</b>	<b>111,316.00</b>	<b>83.43%</b>	<b>18,441.65</b>
<b>Development Services</b>							
Personnel	20,841.10	20,923.96	82.86	239,142.96	265,955.00	89.92%	26,812.04
Supplies	249.33	433.16	183.83	6,945.38	5,200.00	133.57%	(1,745.38)
Repair & Maintenance	682.42	2,016.60	1,334.18	4,390.13	24,200.00	18.14%	19,809.87
Contract & Professional Services	46,910.00	15,711.75	(31,198.25)	145,557.09	188,545.00	77.20%	42,987.91
Utilities	372.08	442.45	70.37	2,381.34	5,310.00	44.85%	2,928.66
Debt Service	1,279.44	472.08	(807.36)	9,687.12	5,665.00	171.00%	(4,022.12)
<b>TOTAL Development Services</b>	<b>70,334.37</b>	<b>40,000.00</b>	<b>(30,334.37)</b>	<b>408,104.02</b>	<b>494,875.00</b>	<b>82.47%</b>	<b>86,770.98</b>

**City of Joshua**  
**Financial Statement (General Fund, Departmental Summary, Unaudited)**  
**As of August 31, 2022**

% OF YEAR COMPLETED: 91.63

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
<b>Animal Control</b>							
Personnel	12,705.80	11,126.70	(1,579.10)	133,664.55	138,064.00	96.81%	4,399.45
Supplies	1,378.18	1,530.20	152.02	15,235.32	18,370.00	82.94%	3,134.68
Repair & Maintenance	21,475.71	10,500.44	(10,975.27)	55,009.61	126,055.00	43.64%	71,045.39
Contract & Professional Services	1,324.38	754.81	(569.57)	8,980.27	9,060.00	99.12%	79.73
Utilities	1,219.18	1,349.46	130.28	11,185.12	16,200.00	69.04%	5,014.88
<b>TOTAL Animal Control</b>	<b>38,103.25</b>	<b>25,261.61</b>	<b>(12,841.64)</b>	<b>224,074.87</b>	<b>307,749.00</b>	<b>72.81%</b>	<b>83,674.13</b>
<b>Fire Department</b>							
Personnel	36,305.10	44,446.90	8,141.80	425,152.12	579,530.00	73.36%	154,377.88
Supplies	5,155.75	6,546.75	1,391.00	54,416.42	78,575.00	69.25%	24,158.58
Repair & Maintenance	3,864.47	9,266.04	5,401.57	98,931.29	96,580.00	102.43%	(2,351.29)
Contract & Professional Services	2,353.00	2,965.47	612.47	27,688.88	35,600.00	77.78%	7,911.12
Utilities	4,472.72	2,865.52	(1,607.20)	34,785.55	34,400.00	101.12%	(385.55)
Debt Service	0.00	6,020.83	6,020.83	0.00	72,250.00	0.00%	72,250.00
Capital Outlay	0.00	0.00	0.00	15,750.00	0.00	#DIV/0!	(15,750.00)
Miscellaneous	5,245.93	2,292.82	(2,953.11)	19,105.43	23,950.00	79.77%	4,844.57
<b>TOTAL Fire Department</b>	<b>57,396.97</b>	<b>74,404.33</b>	<b>17,007.36</b>	<b>675,829.69</b>	<b>920,885.00</b>	<b>73.39%</b>	<b>245,055.31</b>
<b>Park Maintenance</b>							
Personnel	21049.96	16,257.27	(4,792.69)	183,960.35	189,730.00	96.96%	5,769.65
Supplies	17,830.45	1,199.52	(16,630.93)	39,727.47	14,400.00	275.89%	(25,327.47)
Repair & Maintenance	819.23	1,978.42	1,159.19	15,456.09	23,750.00	65.08%	8,293.91
Contract & Professional Services	160.00	169.93	9.93	1,818.37	2,040.00	89.14%	221.63
Utilities	9,583.17	20,627.24	11,044.07	46,061.26	87,530.00	52.62%	41,468.74
Debt Service	1,352.97	0.00	(1,352.97)	10,225.32	0.00	#DIV/0!	(10,225.32)
Capital Outlay	0.00	1,990.87	1,990.87	40,748.00	23,900.00	170.49%	(16,848.00)



TOTAL Park Maintenance	<u>50,795.78</u>	<u>42,223.25</u>	<u>(8,572.53)</u>	<u>337,996.86</u>	<u>341,350.00</u>	<u>99.02%</u>	<u>3,353.14</u>
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**City of Joshua**  
**Financial Statement (General Fund, Departmental Summary, Unaudited)**  
**As of August 31, 2022**

% OF YEAR COMPLETED: 91.63

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Fire Marshal							
Personnel	6632.69	9,265.24	2,632.55	86,440.54	109,040.00	79.27%	22,599.46
Supplies	2,884.49	1,083.34	(1,801.15)	5,460.58	13,000.00	42.00%	7,539.42
Contract & Professional Services	0.00	396.67	396.67	4,256.25	4,760.00	89.42%	503.75
Utilities	23.08	65.00	41.92	276.96	780.00	35.51%	503.04
Miscellaneous	0.00	41.67	41.67	0.00	500.00	0.00%	500.00
TOTAL Fire Marshal	9,540.26	10,851.92	1,311.66	96,434.33	128,080.00	75.29%	31,645.67
TOTAL EXPENDITURES	672,562.47	593,191.61	(79,370.86)	6,141,000.77	7,274,639.00	84.42%	1,133,638.23
TOTAL REVENUES OVER/UNDER EXPENDITURES	(191,448.56)	(6,077.17)	185,371.39	(131,344.13)	(547,674.00)		(416,329.87)

## MEMORANDUM

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Terrence S. Welch, City Attorney

**DATE:** September 7, 2022

**RE:** City Council Members as Board and Commission Chairs

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This memorandum addresses basic information about possible revisions to the City's Code of Ordinances should the City Council elect to appoint Council Members as the chairs of the City's various boards and commissions. Following is a list of boards and commissions contained in the City's Code of Ordinances.

Planning and Zoning Commission. Section 2.4 of the Zoning Ordinance provides for the establishment of the Planning and Zoning Commission. Section 2.4.3 of the Zoning Ordinance addresses membership and appointment to the Commission and if the Council desires to provide for a Council Member to serve as the chair, it would be necessary to amend the Zoning Ordinance to provide for that change. As you are aware, any amendment of the Zoning Ordinance would be heard first the Planning and Zoning Commission at a public hearing and thereafter by the City Council at a public hearing.

I would note that Division 2 of Article 1.04 of the Code of Ordinances also provides for the establishment of the Planning and Zoning Commission. When the City adopted the new Zoning Ordinance in 2020, the ordinance repealed any conflicting ordinances; however, the City's codification/publication company, Franklin Legal Publishing, did not take Division 2 of Article 1.04 out of the Code of Ordinances. Thus, if any changes are made relative to the Planning and Zoning Commission, I would recommend the City repeal Division 2 of Article 1.04 so that we do not have two provisions relating the Planning and Zoning Commission in our Code of Ordinances.

Animal Control Advisory Board. This Board is established in Article 2.04 of the Code of Ordinances. The Board is composed of five (5) members: one (1) licensed veterinarian, one (1) animal welfare organization representative, one (1) city official, one (1) city animal shelter employee and one (1) at-large person. This Board, by state law, is purely advisory and there is no provision in the Code for the selection of officers for the Board. The Permit and Appeals Board (Code of Ordinances, § 2.01.002), which hears appeals under the City's animal control ordinance, consists of the members of the Animal Control Advisory Board.

Type A Economic Development Corporation. Pursuant to Section 504.051 of the Texas Local Government Code, the board of directors consists of at least five (5) directors, appointed by the City Council and serve at the pleasure of the City Council. The board of directors appoints its president.

Memorandum to Honorable Mayor and City Councilmembers  
September 7, 2022  
Page 2

Type B Economic Development Corporation. Pursuant to Section 505.051 of the Texas Local Government Code, the board of directors consists of seven (7) directors, appointed by the City Council and directors serve at the pleasure of the City Council; however, at least three (3) of the directors must be persons who are not employees, officers, or members of the governing body of the City. *See id.*, § 505.052(c). Like a Type A economic development corporation, the board of directors of a Type B economic development corporation appoints its president.

Zoning Board of Adjustment (Building Board of Appeals, License Appeal Board). Although members of the Zoning Board of Adjustment wear several hats—as members of the Board of Adjustment, the Building Board of Appeals (for substandard structures, for example), and the License Appeal Board (related to sexually oriented businesses), as well as an appeal board related to appeals from administrative decisions related to the City’s adopted uniform codes (building, electric, plumbing, etc.), I would hesitate to appoint City Council Members to this Board since it acts in a quasi-judicial capacity whereas other boards and commissions, not unlike the City Council, act in a legislative capacity.

Like the Planning and Zoning Commission, the new Zoning Ordinance adopted in 2020 contains provisions related the membership and duties of the Zoning Board of Adjustment, and the prior Code provision, Article 14.02, should be repealed in its entirety to avoid having two provisions that establish the Zoning Board of Adjustment.

If you have any questions about the foregoing boards and commissions, please do not hesitate to contact me if I may be of any further assistance to you. Thanks.

c: Mike Peacock, City Manager  
Alice Holloway, City Secretary



**City Council Agenda  
September 15, 2022**

**Minutes Resolution**

**Discussion Item**

**Agenda Description:**

Discussion on the Tree Preservation Ordinance as per the request by Council Member Angela Nichols as a future agenda item.

**Background Information:**

The subdivision ordinance was adopted in the year 2020.

**Financial Information:**

N/A

**City Contact and Recommendations:**

Aaron Maldonado

Director of Development Services

**Attachments:**

**1. Tree Preservation Ordinance**

## **TREE PRESERVATION**

A. Purpose. The purpose of this section is to provide for the **preservation** of mature trees and natural areas during construction, development, and redevelopment, and to control the removal of “protected trees” as defined by this Ordinance. It also establishes rules for replacement of protected trees and replanting of trees which must be removed during construction. This section shall protect any property from indiscriminate clearing and shall help maintain and enhance a positive image of the City as well as attract new business enterprises. The terms and provisions of this section shall apply to the following real property:

1. All new subdivisions of land at the time of preliminary and/or final platting;
2. All undeveloped land at the time of replatting;
3. All un-platted and undeveloped tracts of land greater than three (3) acres;
4. All nonresidential tracts of land at the time of site plan approval.

B. Definitions.

Buildable Area - That portion of a building site exclusive of the required yard areas on which a structure or building improvements may be erected and includes the actual structure, driveway, parking lot, pool, and other construction as shown on a site plan.

Building Pad - The actual foundation area of a building and a reasonable area around the foundation necessary for construction and grade transitions.

Critical Root Zone - The area of undisturbed natural soil around a **tree** defined by a concentric circle with a radius equal to the distance from the trunk to the outermost portion of the drip line.

Construction Drawings - Engineering or architectural drawings, which have been prepared by an authorized individual and approved by the Administrative Official, that describe in detail by measurements and specifications the method and manner in which a structure, building, utility, street, or physical alteration to land or a structure is to be accomplished.

Drip Line - A vertical line run through the outermost portion of the crown of a **tree** and extending down to the ground.



Limits of Construction - A delineation on a graphic exhibit which shows the boundary of the area within which all construction activity will occur.

Protection Fencing - Snow fencing, chain-link fence, barbed wire fence, orange vinyl construction fencing or other similar fencing with a four foot (4') approximate height.

**Tree** - Any self-supporting woody perennial plant which will attain a trunk diameter of three inches (3") or more when measured at a point twelve inches (12") above ground level and normally attains an overall height of at least twenty feet (20') at maturity, usually with one (1) main trunk and many branches. It may appear to have several stems or trunks as occurs in several varieties of oaks.

**Tree**, Protected - **Tree** species that are approved by the City and should be saved are identified by individual characteristics of the **tree**, or a **tree** which has a diameter of eighteen inches (18") or greater measured twelve inches (12") above ground. The diameter of a multi-trunk **tree** shall be determined by adding the total diameter of the largest trunk to 1/2 the diameter of each additional trunk.

Trees that are not protected trees are as follows:

Sugar Hackberry	Celtis laevigata
Hackberry	Celtis occidentalis
Honeylocust	Gleditsia tracanthos
Bois d'arc	Maclura pomifera
Mimosa	Albizia julibrissin
Red Mulberry	Morus rubra
White Mulberry	Morus alba
White (Silver) Poplar	Populus alba
Lombardy Poplar	Populus nigra italica
Cottonwood	Populus deltoids
Mesquite	Prosopis glandulosa
Willow	Willow sp.
Silver Maple	Acer saccharinum
Sycamore	Platanus occidentalis

**Tree**, Replacement - A **tree** to compensate for the removal of a protected **tree**.

C. **Tree** Removal Permit.

1. General: No person, directly or indirectly, shall cut down, destroy, remove or move, or effectively destroy through damaging any protected **tree** that is located on a property regulated by this section without first obtaining a **tree**-removal permit unless otherwise specified in this section.
2. New Development: Unless otherwise specified in Chapter 245 of the Local Government Code, all developments which have not submitted final plats as of the effective date of this section shall be subject to the requirements for **tree** protection and replacement specified herein.
3. Residential Subdivisions: All areas outside of the buildable area, as defined herein, within public rights-of-way, utility easements, or drainage easements as shown on an approved final plat shall be exempt from the **tree** protection and replacement requirements specified herein. All other areas shall be subject to the requirements of this section and the applicant for a **tree** removal permit shall indicate how protected trees may be saved.
4. Nonresidential Developments: All areas within public rights-of-way, public utility or drainage easements as shown on an approved final plat, and the fire lanes, parking areas, and areas within twelve feet (12') of a building foundation as shown on an approved site plan shall be exempt from the **tree** protection and replacement requirements specified herein. All other areas shall be subject to these requirements.
5. Private Property:
  - a) Agricultural: Property zoned "A," agricultural as shown on the City's Zoning Map and being actively used for agricultural purposes shall be exempt from the requirements specified herein.
  - b) Homeowners: The owner of a residence who uses the residence as his/her homestead shall be exempt from the **tree** protection and replacement requirements of this section as they pertain to his/her residential property.
  - c) Building/Contractors: All builders who have not submitted a request for a building permit as of the effective date of this article are subject to the requirements herein. All areas within the driveway, sidewalks, patios, septic tank and lateral lines, parking area, pool, and associated deck area and area within twelve inches (12") of the building foundation as shown on an approved plan shall be exempt from the **tree** protection

and replacement requirements of this section. All other areas of the lot shall be subject to these requirements.

D. Exemptions.

1. Any franchised utility is exempt from these regulations.

E. Permit Review and Approval Process.

1. Authority of Review and Approval: The Administrative Official shall be responsible for the review and approval of all requests for tree removal permits and replacements thereof. If the Administrative Official deems it necessary, he/she may require an application to be reviewed by the City Council.
2. Application Process: Permits for removal or replacement of trees covered herein shall be obtained by making application on a form provided by the City, to the Administrative Official. The application shall be accompanied by a site plan, a preliminary plat or other graphic representation showing the exact location, size (trunk diameter and height), and common name of all protected trees and an indication of which trees are to be removed or replaced.
3. Fees: The application shall be accompanied by the appropriate fee, according to the fee schedule of the City of Joshua.
4. Replacement Trees: If any Replacement Tree cannot be properly located on the property being developed or redeveloped, the applicant may plant these Replacement Tree(s) on property owned by the City and/or common open space and/or pay a fee in lieu of tree replacement.
5. Payment in Lieu of Tree Replacement:
  - a) A land owner or developer responsible for tree replacement under this Section may elect to meet the requirements in whole or in part, by a cash payment in lieu of tree replacement. The payment shall be on a caliper inch unit cost as established by the City Council in the latest approved Fee Schedule. Cash payment shall be deposited in the tree fund and be used to purchase and install landscaping (inclusive of trees, bushes, shrubs, mulch, soil, decorative rocks or stones, irrigation and necessary hardscape) at city parks, city tree farm, or other public areas.

b) The applicant shall pay the fees for tree removal established by City Council as established in the latest approved Fee Schedule. The fee shall be based on the fair market value of materials and labor at the time of planting and the reasonable estimated cost for maintenance and irrigation for a period of two years.

c) Fees contributed to the tree fund shall be paid prior to the issuance of a grading permit on all commercial, industrial, or multifamily residential developments, prior to final approval of a gas well drilling permit and prior to filing a final plat in the Johnson County clerk's office for all single-family residential subdivisions.

F. Required Application. The application shall be accompanied by a written document indicating the reasons for removal or replacement of trees and a copy of a legible site plan, preliminary plat, or other graphic representation drawn to the largest practical scale showing the following:

1. Location of existing or proposed structures, improvements, and site uses, properly dimensioned and referenced to property lines, setback and yard requirements.
2. Existing and proposed site elevations, grades and major contours.
3. Location of existing or proposed utility easements.
4. Location of all protected trees on the site, to be removed or replaced as well as all trees to be protected.
5. The document shall include street address, lot and block, subdivision name, and date of preparation. The site plan shall state the name, address, and telephone number of the owner and person preparing the document if different from the applicant.

G. Applicant Review. Upon receipt of the proper application, the Administrative Official shall review the application, or if it is deemed necessary, forward the application to the City Council. Following a review and inspection, the permit will be approved, disapproved, or may be approved with conditions by the Administrative Official or the City Council.

H. Permit Expirations. Permits shall be valid for ninety (90) days after the issue date on the permit. Permits which are issued in conjunction with a building permit or a site plan approval, shall be valid for the same time frame as such permits are valid.

I. Appeal of Administrative Official Decision. Decisions of the Administrative Official may be appealed to the City Council.

J. **Tree** Replacement Requirements. If it is necessary to remove protected **tree(s)** outside the buildable area, the developer, as a condition to issuance of a **tree** removal permit, shall be required to replace, somewhere on the property, the **tree(s)** being removed with comparable trees. A sufficient number of trees shall be planted to equal, in caliper, the diameter of the trees removed. The replacement trees shall be at least (3") three inches in caliper when planted.

K. **Tree** Protection.

1. **Tree** Protection: During any construction or land development, the developer shall clearly mark those trees to be protected and may be required by the Administrative Official to erect "Protective Fencing - In those situations where a protected **tree** is so close to the construction area that construction equipment might infringe on the root system or is within twenty feet (20') of the construction area, a protective fencing shall be required between the outer limits of the critical root zone of the **tree** and the construction activity area. Four feet (4') high protective fencing shall be supported at a maximum of ten feet (10') intervals by approved methods. All protective fencing shall be in place prior to commencement of any site work and remain in place until all exterior work has been completed. Bark Protection - In situations where a protected **tree** remains in the immediate area of intended construction, the **tree** shall be protected by enclosing the entire circumference of the **tree** with 2" x 4" lumber encircled with wire or other means that do not damage the **tree**. The intent here is to protect the bark of the **tree** against incidental contact by construction equipment." protective barriers to ensure protection of said trees. The protective barriers must be maintained during all construction until the project is finished.

2. Material and Equipment Storage: The developer shall not store any material or equipment within the critical root zone of a protected **tree**. During the construction stage of the development, no cleaning or storage of equipment or material shall be allowed within the drip line of a protected **tree** or under the canopy of the **tree**. Materials include but are not limited to oils, paint, solvents, mortar, asphalt, and concrete.

3. Signs: No signs, wires, or other attachments except protective barriers shall be attached to the protected trees.

4. Traffic: No vehicular traffic, construction equipment traffic, or parking shall take place within the critical root zone of a protected tree other than on an existing street pavement. This restriction does not apply to single incident access for purposes of clearing underbrush, establishing the building pad and associated lot grading, or vehicular traffic necessary for routine utility maintenance, emergency restoration of utility service or routine moving operations.
5. Grade: No grade change in excess of four inches (4") shall be allowed within the limits of the critical root zone of any protected tree unless adequate construction methods are approved by the Administrative Official beforehand.
6. Paving: No impervious paving with asphalt or concrete shall be placed within the critical root zone of a protected tree.

L. **Tree** Planting Restrictions.

1. Overhead Lines: No required replacement tree shall be planted within an area where the mature canopy of the tree will interfere with overhead utility lines.
2. Underground Lines: No required replacement tree shall be planted within an area where the mature root zone of the tree will interfere with underground public utility lines. No tree shall be planted within ten feet (10') of a fire hydrant.

M. Enforcement.

1. Developers Agreement: No developer agreement shall be approved unless the agreement states that all construction activities shall meet the requirements of this section.
2. Building Permit: No building permit shall be issued unless the applicant signs a permit application which states that all construction activities shall meet the requirements of this section.

(Ordinance 797-2020 adopted 10/15/20)





**Council Meeting Agenda  
September 15, 2022**

**(Minutes Resolution)**

**(Discussion Item)**

**Agenda Description:**

Discussion on providing broadband connectivity to unserved and underserved areas within the City of Joshua.

**Background Information:**

The City of Joshua has several areas that lack internet access or do not have sufficient access. Upon request, staff has partnered with the City's IT company, ToDoVerde to discuss the possibility of providing broadband to those areas that are unserved and/or underserved.

**Financial Information:**

This broadband project is on the approved list for the utilization of American Rescue Plan (ARPA) funds.

**City Contact and Recommendations:**

Amber Bransom, Staff offers no recommendation at this time.

**Attachments:**


- Map





# Broadband Project


Write a description for your map.


**Legend**


 Feature 1


 Feature 2

 Joshua

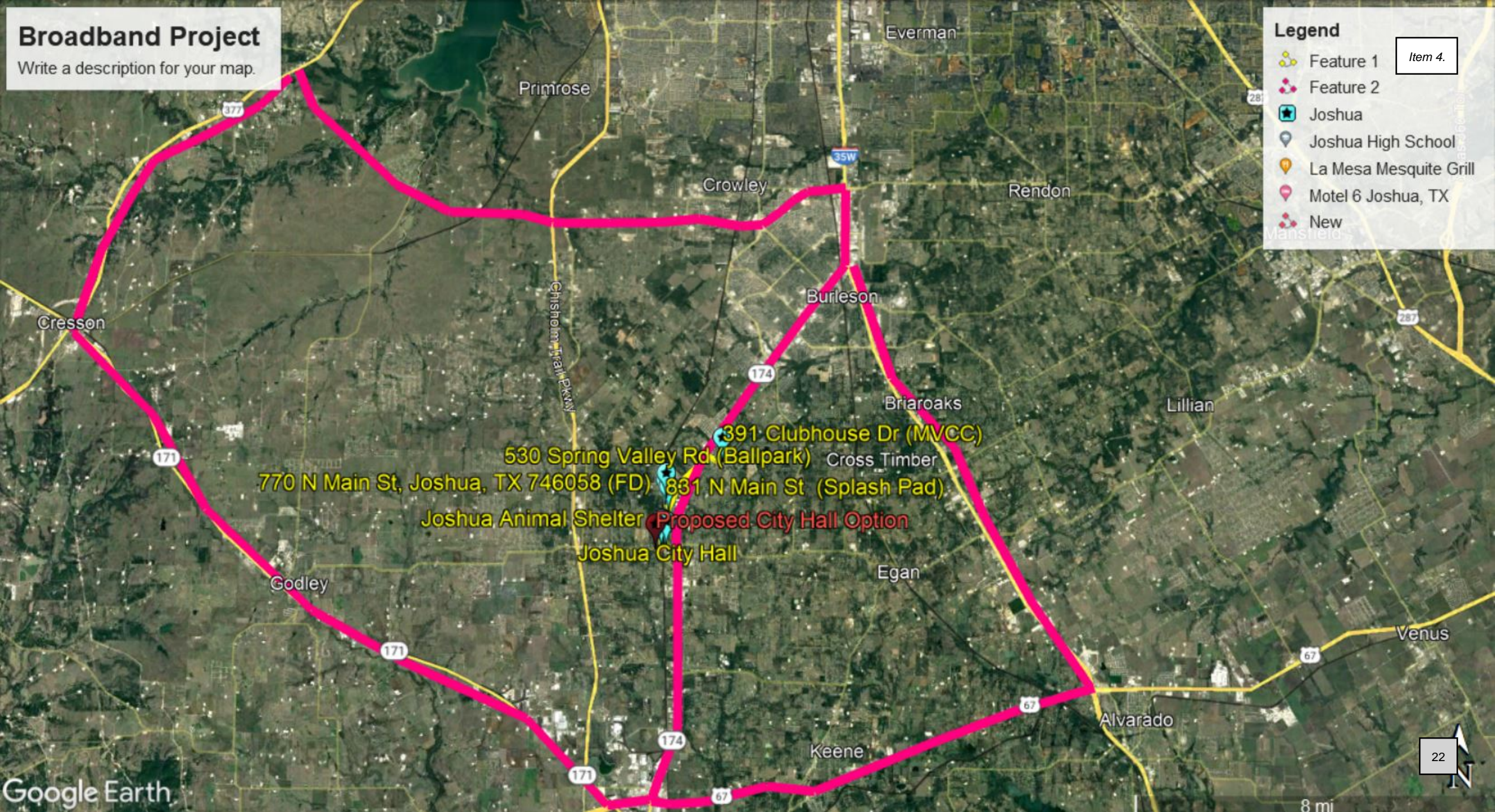
 Joshua High School

 La Mesa Mesquite Grill

 Motel 6 Joshua, TX

 New

Item 4.







**MINUTES**  
**CITY COUNCIL REGULAR MEETING**  
**COUNCIL CHAMBERS**  
**AUGUST 18, 2022**  
**6:30 PM**

The Joshua City Council held a Budget Workshop at 6:30 pm. A Work Session and Regular Meeting was held immediately following the Budget Workshop in the Council Chambers at the Joshua City Hall, located at 101 S. Main St., Joshua, Texas, on August 18, 2022. This meeting is subject to the open meeting laws of the State of Texas.

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

**PRESENT**

Mayor Scott Kimble  
 Councilmember Johnny Waldrip  
 Councilmember Angela Nichols  
 Councilmember Robert Fleming  
 Councilmember Shelly Anderson

**STAFF**

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

**ABSENT**

Councilmember Mike Kidd  
 Councilmember Merle Breitenstein

**Join Zoom Meeting:**

<https://us02web.zoom.us/j/83387780089?pwd=VW5GNzFCNmkyMXlQdHI3R0d4Q2MxQT09>  
 Meeting ID: 833 8778 0089 Passcode: 318845 or dial 3462487799

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

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

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

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

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

**B. PLEDGE OF ALLEGIANCE**

1. United States of America
2. Texas Flag

Councilmember Waldrip led the Pledge of Allegiance.

## C. INVOCATION

Invocation was given by Pastor Lisa Schwarz.

The Public form, Presentation, and recognition was held prior to the budget workshop. See discussion/action below for this item.

## D. BUDGET WORKSHOP

### 1. Discussion on the FY 2022-2023 Proposed Budget. (Staff Resource: M. Peacock)

City Manager Peacock stated that the budget is proposed on two different tax rates. In addition, he stated that the two options were given for different reasons. One is considering increasing the homestead exemption next year.

City Manager Peacock stated that there is \$186,318 surplus to be used at the council discretion. In addition, he stated that this budget includes healthcare, cost of living, and four additional firefighters that ESD is making available.

City Manager Peacock stated that the proposed budget includes an increase of revenue from the ESD. In addition, he stated that .7171493 is the current rate and that is what the purposed budget includes as the 2022 Tax Rate and if council don't approve the option that will be presented later in the meeting, the tax rate will be .6811.

Mayor Kimble asked if the ESD does not approve the new positions, will they be pulled. City Manager Peacock stated yes.

Mayor Kimble asked Public Works Director Kristin Hubacek if there is enough money in the budget to make repairs on streets. City Manager Mike Peacock stated that TxDot is reviewing some options on 14th Street. They will be making a recommendation. He stated that might be the area we may need an increased. Public Works Director Hubacek stated 6 months ago, it was going to cost around \$70,000.

## 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 announced that at the next meeting, there will be an item requiring each board, commission, and corporation president/chair be a council member.

City Attorney Welch stated that there will be several things to consider and update prior to a vote. The following boards was mentioned:

ZBA- since this is a judicial board, not sure if council can require the chair to be a council member.

Planning & Zoning- the Zoning Ordinance will need to be changed and requires public hearings, both the commission and council.

Type A and Type B EDC- the bylaws will need to be changed and filed with the comptroller's office.

The council gave direction to staff to bring back outline for council to review of what all needs to be completed.

Item 1.

## F. WORK SESSION

1. Review and discuss questions related to the budget report and financial statement for July 2022. (Staff Resource: M. Peacock)

City Manager Peacock stated that some of these line items are close to 100%. He sent a memo to staff to watch their expenditure.

He also stated that they must adjust the year-end so the auditors can make their deadline.

2. Discussion on changing utility billing collections from the City of Joshua to Waste Connections. (Staff Resource: A. Bransom)

Asst. City Manager Bransom stated that she is unable to get rates until spring.

We have a lot of residents that don't pay for trash service, over 100. If we can allow them to process the billing, it will solve the problem.

In order to clean up the billing and making sure residents have trash accounts is to have waste connections take over the billing.

City Council gave direction to move forward with this item.

3. Discussion on the requirements of residential lot sizes as requested by Julian Torrez. (Staff Resources: A. Maldonado)

Julian Torrez, 951 Lavone Dr, the city website stated unlock Joshua. Because of wildwood, he believes the minimum lot size requirements.

He believes should go to 22,000 lot size. This way, when developers ask for waiver, we won't have to go down to 7500.

Councilmember Anderson asked why we have ordinances if we are not going to follow them.

Councilmember Fleming stated that we have given up too much in the past and support we require 10,000.

Councilmember Nichols agrees that we must stick to the current requirements 10,000.

City Manager Peacock stated that he has talked to Aaron and will not be bringing anything with lots under 10,000.

Mayor Kimble stated that he appreciates Julian Torrez and Danny Turpen for bringing this matter to the council's attention. Staff knows that we will following the 10,000.

4. Discussion on a request for annexation of 220 Ranch Rd. (Staff Resources: M. Peacock)

City Manager Peacock stated that the issue is that he wants to replat 2 lots to build another house and the county requires 1 acre for a septic system and the city only requires .5 acre. In addition, staff made an error and allowed him to replat without realizing he not city limits.

Mayor Kimble asked Mr. Sewer if he had requested a variance and he stated that he was told that a variance would not be issue for this.

City Council gave staff direction to move forward with the annexation process.

Item 1.

5. Questions regarding Regular Session agenda items.

NA

## **G. PUBLIC FORUM, PRESENTATION, AND RECOGNITION:**

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

1. Recognition of Lieutenant Luke Burgdorf and McDonald's restaurant employees Magen Rivera, Jasper Washburn, Thomas Vaughn, and Tracie Vaughn for their part in the saving of life on July 3, 2022.

Fire Chief Griffith presented plaques to Magen Rivera, Jasper Washburn, Thomas Vaughn, and Tracie Vaughn for their part in the saving of life during a car accident on July 3, 2022.

Fire Chief Griffith presented Lieutenant Luke Burgdorf a lifesaving award and plaque for his part of saving a life during the car accident on July 3, 2022.

## **H. CONSENT AGENDA**

1. Discuss, consider, and possible action on approval of meeting minutes of July 21, 2022. (Staff Resources: A. Holloway)

Motion made by Councilmember Anderson, Seconded by Councilmember Nichols.

Voting Yea: Mayor Kimble, Councilmember Waldrip, Councilmember Nichols, Councilmember Fleming, Councilmember Anderson

2. Discuss, consider, and possible action ratifying the letter of engagement for annual audit services with Snow Garrett Williams, Certified Public Accountants of Weatherford. (Staff Resources: M. Peacock)

Motion made by Councilmember Nichols, Seconded by Councilmember Waldrip.

Voting Yea: Mayor Kimble, Councilmember Waldrip, Councilmember Nichols, Councilmember Fleming, Councilmember Anderson

3. Discuss, consider, and possible action on an interlocal agreement with JCSUD for water utilities facilities relocation and maintenance regarding Mockingbird Phase 2. (Staff Resources: M. Peacock)

Motion made by Councilmember Anderson, Seconded by Councilmember Waldrip.

Voting Yea: Mayor Kimble, Councilmember Waldrip, Councilmember Nichols, Councilmember Fleming, Councilmember Anderson

4. Discuss, consider, and possible action on an interlocal agreement with JCSUD for water utilities facilities relocation and maintenance regarding Joshua Highlands Development. (Staff Resources: M. Peacock)

Motion made by Councilmember Nichols, Seconded by Councilmember Anderson.

Voting Yea: Mayor Kimble, Councilmember Waldrip, Councilmember Nichols, Councilmember Fleming, Councilmember Anderson

## **I. REGULAR AGENDA**



1. Discuss, consider, and possible action on issuance of a Tax Note in the amount of \$1,000,000 for expenses related to the municipal project regarding the land purchase, architectural design, engineering, or other related costs as needed.

Mr. Andrew Friedman, Senior Managing Director with Samco Capital presented a written presentation regarding issuance of a Tax Note in the amount of \$1,000,000 for expenses related to the municipal project regarding the land purchase, architectural design, engineering, or other related costs as needed.

Mr. Friedman presented a draft schedule for the sale of a tax note.

Motion made by Councilmember Anderson to approve an issue of a tax note in the amount of \$1,000,000 regarding the municipal project. Seconded by Councilmember Nichols.

Voting Yea: Mayor Kimble, Councilmember Waldrup, Councilmember Nichols, Councilmember Fleming, Councilmember Anderson

2. Discuss, consider, and possible action on a resolution proposing the adoption of an Ad Valorem Tax Rate for Fiscal Year 2023 and schedule a public hearing subject to all public hearing requirements of the Texas Property Tax Code. (Staff Resources: M. Peacock)

Motion made by Councilmember Fleming to approve a resolution setting the proposed tax rate at .71493, Seconded by Councilmember Nichols.

A record vote was taken.

Voting Yea: Mayor Kimble, Councilmember Waldrup, Councilmember Nichols, Councilmember Fleming, Councilmember Anderson

3. Discuss, consider, and possible action on development agreements between the City of Joshua and property owners of parcels located on Lot 7 and 8 PT of Block 1, in the Scarlet Oaks Addition PH II and authorize the city manager to execute all necessary documents. (Staff Resources: A. Holloway & M. Peacock)

Motion made by Councilmember Waldrup, Seconded by Councilmember Nichols.

Voting Yea: Mayor Kimble, Councilmember Waldrup, Councilmember Nichols, Councilmember Fleming, Councilmember Anderson

4. Discuss, consider, and possible action on an Ordinance disannexing tracts of land described in exhibit "A", attached hereto, from the city limits of the City of Joshua, Texas, pursuant to Section 43.142 of the Texas Local Government Code. (Staff Resources: M. Peacock)

Motion made by Councilmember Fleming, Seconded by Councilmember Anderson.

Voting Yea: Mayor Kimble, Councilmember Waldrup, Councilmember Nichols, Councilmember Fleming, Councilmember Anderson

5. Discuss, consider, and possible action on an Ordinance amending the Code of Ordinances by adding a new Section 1.03.003, "Signatures and Seals: Electronic, Digital and Facsimile," and approving the adoption of City rules. (Staff Resources: A. Holloway)

Motion made by Councilmember Nichols, Seconded by Councilmember Waldrup.

Voting Yea: Mayor Kimble, Councilmember Waldrup, Councilmember Nichols, Councilmember Fleming, Councilmember Anderson

6. Discussion on creating a Charter Review Committee.

**J. STAFF REPORT-JULY 2022**

1. Police Department
2. Fire Department
3. Municipal Court
4. Utility Department
5. Public Works Department
6. Parks Department
7. City Secretary

**K. EXECUTIVE SESSION**

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

- a. Pursuant to 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 8:44 pm.

**L. RECONVENE INTO REGULAR SESSION**

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

Mayor Kimble reconvened the meeting into regular session at 9:08 pm.

No action taken as a result of the executive session.

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

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

1. City Tree Ordinance
2. Internet service in the community

**N. ADJOURNMENT**

Mayor Kimble adjourned the meeting at 9:09 pm.

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Scott Kimble, Mayor

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Alice Holloway, TRMC, MMC  
City Secretary

Approved: September 12, 2022



STATE OF TEXAS       §  
                                      §  
 COUNTY OF JOHNSON §

**INTERLOCAL COOPERATION AGREEMENT  
 FOR HOUSING CITY'S CLASS C MISDEMEANOR PRISONERS  
 FOR BUDGET YEAR 2022-2023**

This Agreement is made by and entered into between Johnson County, Texas (hereinafter "County") a duly organized political subdivision of the State of Texas engaged in the administration of County Government and related services for the benefit of the citizens of the County and the City of Joshua, Texas (hereinafter "City"), a municipal corporation operating pursuant to the laws of the State of Texas and located in Johnson County.

**WHEREAS**, County and City desire to improve the efficiency and effectiveness of local governments by authorizing the intergovernmental contracting authority at the local level for all or part of the functions and services of police protection and detention services; and

**WHEREAS**, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes city and county governments within the State of Texas to contract with one another for the provision of various governmental functions and the delivery of various governmental services; and

**WHEREAS**, County and City mutually desire to enter into an Agreement for the housing of certain prisoners.

**NOW THEREFORE**, for the mutual consideration herein stated, County and City agree as follows:

**SECTION 1.  
 FACILITIES**

1.1 **In General.** County represents and warrants that the facilities provided for

detention of City prisoners meet the requirements of the Texas Commission on Jail Standards, and other applicable State and Federal law.

- 1.2 **Location and Operation of Facility.** County shall provide the detention services described herein at the Johnson County Jail in Cleburne, Texas. County will provide City and its Police Department with access to and use of the County Jail facilities for the holding and incarceration of City's prisoners arrested for, awaiting disposition of, or convicted of Class C misdemeanors, including, but not limited to, adequate personnel necessary to supervise City prisoners, clothing, food, medical attention, and other appropriate necessities with respect to that number of prisoners. County agrees to provide City with access to and use of these facilities and services so long as such facilities are available and meet the requirements of the Texas Commission on Jail Standards, subject to the termination rights provided for herein.

## SECTION 2. GENERAL DUTIES OF COUNTY

- 2.1 **Class C Misdemeanor Only.** This Agreement shall apply only to City prisoners arrested for, awaiting disposition of, or convicted of Class C misdemeanors. Incarceration of all other City prisoners is provided for under other Interlocal Agreements or state statutes.
- 2.2 **Housing and Care of Prisoners.** County agrees to accept and provide for the secure custody, care, and safekeeping of prisoners of the City under this Agreement in accordance with state and local law, including the minimum standards promulgated by the Texas Commission on Jail Standards. County shall provide housing, care, meals and routine medical services for such prisoners on the same basis as it provides for its own prisoners confined in its own jail.

## SECTION 3. MEDICAL SERVICES

- 3.1 **Payment.** The per-day rate under this Agreement covers only routine services, such as on-site sick call (when provided by on-site staff) and non-prescription over the counter and routine drugs and medical supplies. The City shall pay the County an amount equal to the amount the County is required to expend for medical services other than those routine medical services provided for by the per-day rate. However, County shall notify City prior to incurring medical



expenses greater than two hundred fifty dollars (\$250.00) for any one prisoner.

- 3.2 **Excluded from Per-day Rate.** The per-day rate under this Agreement does not cover: 1) medical/health care services provided outside of the County's facility or by other than facility staff, 2) prescription drugs and treatments, 3) surgical or dental care, and 4) costs associated with any hospitalization of a prisoner.
- 3.3 **Prisoner Primarily Responsible for Costs.** Any prisoner having health insurance or prescription drug coverage shall be required to use such coverage for any medical care provided when he or she is incarcerated by the County. As required by Article 104.002 of the Code of Criminal Procedure, the prisoner shall be primarily responsible for the cost of his or her medical care, and shall be obligated to the entity incurring the cost of the medical care, unless the prisoner fully pays for the cost of services received.
- 3.4 **City to be Contacted.** When it becomes necessary for a prisoner to be hospitalized, the County shall contact the City through its Chief of Police or designated representative as soon as possible, to inform the City of the fact that the prisoner has been or is to be hospitalized and the nature of the illness or injury that has required the hospitalization. The County shall submit invoices for reimbursable medical services along with its regular monthly billings for detention services and such invoices shall be paid on the same terms as the regular monthly billings.
- 3.5 **Costs Billed to City.** It is understood and agreed that if the hospitalization of a prisoner is to be for a duration of more than 24-hours or the cost of medical care for hospitalization will or may, in the opinion of County or County's Sheriff, exceed \$2,000.00, the County has the right, after notification of the Chief of Police or his designee, to arrange for the hospital or health care provider to bill the City directly for the costs of the hospitalization and/or medical care rather than the County paying the costs and billing the same to the City. If the hospital or health care provider refuses to bill the City directly, the City shall reimburse the County in accordance with Section 3.1 of this agreement.
- 3.6 **Medical Information.** The City shall provide the County with medical information for all prisoners sought to be transferred to the County's facility under this agreement, including information regarding any special medication, diet or exercise regiment applicable to each prisoner.

**SECTION 4.**  
**TRANSPORTATION AND OFF-SITE SECURITY**

- 4.1 **Transportation**. The City is solely responsible for transportation of the prisoner to and from the County's facility and to and from required court appearances, except as provided herein. The County agrees to provide non-ambulance transportation for prisoners to and from local off-site medical facilities as part of the services covered by the per-day rate. Ambulance transportation (including emergency flights, etc.) is not covered by the per-day rate and will be billed along with the regular monthly billing submitted to the City by the County.
- 4.2 **Stationary Guard**. The County will provide stationary guard services as requested or required by the circumstances or by law for a prisoner admitted or committed to an off-site medical facility. City shall compensate the County for the standard hourly rate of County personnel providing stationary guard, which shall be billed by the County along with the regular monthly billing for detention services.

**SECTION 5.**  
**AVAILABLE JAIL SPACE**

- 5.1 In the event that the County jail facility is at maximum capacity as a result of City or other prisoners, County reserves the right to require the removal or transfer of City's prisoners within eight hours after notice to City, in order to provide facilities for County prisoners, and County agrees to notify City as soon as possible when a City prisoner must be removed from County facilities because of capacity limits. In no event shall County be required to accept City's prisoners under the terms and conditions of this Agreement if the transfer of prisoners will cause County jail facilities to be in violation of the standards of the Texas Commission on Jail Standards. Nothing contained herein shall be construed to compel County to accept any prisoner if it would place County in violation of any law, regulation or court order; or if in the County Sheriff's opinion, it would create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and prisoners at the facility or result in possible violation of the constitutional rights of the prisoners housed at the facility.



## SECTION 6. PAYMENTS

6.1 **Per-day Rate.** The per-day rate for detention services under this Agreement is \$69.94 per prisoner per day. A day shall constitute any time during a twenty-four (24) hour period. A portion of any day shall count as a day under this Agreement, except that the City may not be billed for two days when a prisoner is admitted after 6:00 p.m. and removed the following morning before 12:00 noon. In that situation, the County will bill for the day of arrival, but not for the day of departure. A day shall constitute any time during a twenty-four hour (24) period.

6.2 **Billing Procedure.** County shall submit an itemized invoice for the services provided each month to the City. Invoices will be submitted to the following by mail, facsimile transmission, or personal hand-delivery.

\_\_\_\_\_  
Name of City

\_\_\_\_\_  
Street Address or P. O. Box

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email Address

6.3 **City Duties.** City shall make payment to County within thirty (30) days after receipt of the invoice. Payment shall be in the name of Johnson County, Texas, and shall be remitted to:

Hon. Roger Harmon (or his successor to office)  
Johnson County Judge  
Johnson County Courthouse  
2 North Main Street  
Cleburne, TX 76033

Amounts which are not timely paid in accordance with the above procedure shall bear interest at the lesser of the annual percentage rate of ten percent (10%) or the maximum legal rate applicable thereto which shall be a contractual obligation of the City under this Agreement.

## SECTION 7. TERM

- 7.1 **Term.** The term of this Agreement shall be from October 1, 2022 through September 30, 2023.

## SECTION 8. PRISONER SENTENCES

- 8.1 **Prisoner Sentences.** The County shall notify the City's Municipal Court of the confinement of persons incarcerated by the authority of the City. The County shall not be in charge of or responsible for the computation or processing of prisoners' time of confinement, including, but not limited to, computation of good time awards/credits and discharge dates. All such computation and record keeping shall continue to be the responsibility of City. It shall be the responsibility of City to notify County of any discharge date for a prisoner.
- 8.2 **Arraignments and Release Procedure.** The County will release prisoners of City only when such release is specifically requested in writing by the Chief of Police of the City, or his designee, or the City's Municipal Judge. City's Municipal Judge shall be available generally for magistrations of prisoners during regular business hours, Monday through Friday and Saturday mornings until 11:00 a.m. Preferred hours for magistrations are as follows: Monday 6:00 p.m. until 9:00 p.m., Tuesday 4:00 p.m. until 6:00 p.m., Wednesday 5:00 p.m. until 8:00 p.m., Thursday and Friday 6:00 p.m. until 9:00 p.m., Saturday 8:00 a.m. until 11:00 a.m. It is contemplated that except in emergency situations, that City's Municipal Judge will not be requested or required to conduct magistrations in excess of once every 24 hour period.
- 8.3 **City Responsibilities.** City accepts all responsibility for the calculations and determinations set forth above and for giving County notice of the same. City will adhere to the requirements of the Texas Code of Criminal Procedure regarding prisoners.

## SECTION 9. CONFINEMENT PROCEDURES

- 9.1 **County Responsibilities.** The County shall notify the City's Municipal Court by facsimile once every 24 hours of all City prisoners in custody. This shall be done either



by sending copies of arrest reports or a list of prisoner names, date of birth, and charges. County shall be solely in charge of all control, techniques, sequences, procedures, means, and the coordination of all work performed under the terms and conditions of this Agreement in regard to the holding and incarceration of all properly delivered prisoners. The County shall insure, dedicate and devote the full time and attention of those employees necessary for the proper execution and completion of the duties and obligation of County stated in this agreement, and give all attention necessary for such proper supervision and direction. County will process all City prisoners through its identification procedures, and may, at its option, fingerprint and photograph all City prisoners booked into the County facility.

- 9.2 **City Responsibilities.** City agrees to bring with each prisoner delivered to the County facility all packets, jail cards, classification data and other information in the possession of City regarding each prisoner, and has the duty to advise County of any known dangerous propensities of each prisoner delivered to County.

#### **SECTION 10.** **LIAISON OFFICERS**

- 10.1 **County Officer.** The County shall designate a suitable officer or peace officer to act on behalf of the County Sheriff, to serve as "Liaison Officer" for County with and between County and City. The Sheriff of County, or his designated substitute, shall insure the performance of all duties and obligations of County herein stated; and shall devote sufficient time and attention to the execution of said duties on behalf of County in full compliance with the terms and conditions of this Agreement, and shall provide immediate and direct supervision of all the County Sheriff's Office's employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purpose, terms and conditions of this Agreement to the mutual benefit of County and City.
- 10.2 **City Officer.** City designates the City's Police Chief, or his designated substitute, to act on behalf of the City's Police Department, and to serve as "Liaison Officer" for City with and between County and City and its Police Department to ensure the performance of all duties and obligations of City herein stated, and shall devote sufficient time and attention to the execution of said duties on behalf of City in full compliance with the terms and conditions of this agreement, and shall provide

immediate and direct supervision of the City Police Department employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms, and conditions of this Agreement for the mutual benefit of City and County.

## SECTION 11. LIABILITY

- 11.1 County agrees and accepts full responsibility for the acts, negligence, and/or omissions of all County's employees, agents, contractors, subcontractors, and/or contract laborers, if any, and for those of all other persons doing work under this Agreement for County.
- 11.2 County agrees and accepts the duty and responsibility for the overseeing of all safety orders, precautions, programs, and equipment necessary to the reasonable safety of County's employees, agents, contractors, subcontractors, and/or contract laborers, if any, and all other persons doing work under this Agreement with City.
- 11.3 County understands and agrees that County, its employees, servants, agents, and representatives shall not be and shall not represent themselves to be employees, servants, agents, and/or representatives of City.
- 11.4 City agrees and accepts full responsibility for the acts, negligence, and/or omissions of all City's employees, agents, contractors, subcontractors, and/or contract laborers, if any, and for those of all other persons doing work under this Agreement for City.
- 11.5 City agrees and accepts the duty and responsibility for overseeing of all safety orders, precautions, programs, and equipment necessary to the reasonable safety of City's employees, agents, contractors, subcontractors, and/or contract laborers, if any, and all other persons doing work under this Agreement with County.
- 11.6 City understands and agrees that City, its employees, servants, agents, and representatives shall not be and shall not represent themselves to be employees, servants, agents, and/or representatives of County.

## SECTION 12. NOTICE

- 12.1 **In General.** Notice to either party shall be in writing, and may be hand-delivered, or sent postage-paid by certified or registered mail, return receipt requested. Notice shall be deemed effective if sent to the parties and addresses designated herein, upon receipt in case of hand delivery, and three (3) days after deposit in the U. S. Mail

in case of mailing.

- 12.2 **To City.** The address for City for all purposes of this Agreement and for all notices hereunder shall be:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street Address or P. O. Box

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email Address

With a copy to:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street Address or P. O. Box

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email Address

- 12.3 **To County.** The address for County for all purposes under this Agreement and for all notices hereunder shall be:

Hon. Roger Harmon (or his successor in office)  
Johnson County Judge  
Johnson County Courthouse  
2 North Main Street  
Cleburne, TX 76033

With copies to:

Hon. Bill Moore (or his successor in office)  
Johnson County Attorney  
Guinn Justice Center  
204 South Buffalo Avenue, Suite 410  
Cleburne, TX 76033

Adam King (or his successor in office)  
Johnson County Sheriffs Office  
1102 East Kilpatrick Street  
Cleburne, TX 76031



### SECTION 13. TERMINATION

- 13.1 This Agreement shall terminate at the end of the term listed in Section 7.1. In addition, this Agreement may be terminated by either party upon sixty (60) days written notice delivered to the other party at the offices specified herein. This Agreement will likewise terminate upon the happening of any event that renders performance hereunder by the County impracticable or impossible, such as severe damage to or destruction of the facility, or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of the City's prisoners.
- 13.2 In the event of such termination by either party, County shall be compensated for all services performed to termination date, together with reimbursable expenses then due and authorized by this Agreement. In the event of such termination, should County be overcompensated for all services performed up to termination date, and/or be overcompensated for reimbursable expenses as authorized by this agreement, then City shall be reimbursed for all such over compensation. Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

### SECTION 14. MISCELLANEOUS PROVISIONS

- 14.1 **Amendments.** This Agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties approved by the County Commissioners Court and the City Council.
- 14.2 **Prior Agreements.** This Agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.
- 14.3 **Choice of Law and Venue.** The law which shall govern this Agreement is the law of the State of Texas. All consideration to be paid and matters to be performed under this Agreement are payable and to be performed in Cleburne, Johnson County, Texas, and venue of any dispute or matter arising under this Agreement shall lie in the District Court of Johnson County, Texas.

- 14.4 **Approvals.** The City Council of the City and the Commissioners Court of Johnson County in accordance with the Interlocal Cooperation Act must approve this Agreement.
- 14.5 **Funding Source.** In accordance with the Interlocal Cooperation Act, all amounts due under the Agreement are to be paid from current revenues of City. The signature of the City Manager or Mayor below certifies that there are sufficient funds from the current revenues available to the City to meet its obligations under this Agreement.
- 14.6 **Heading.** Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 14.7 **Binding Nature of Agreement.** This Agreement is contractual and is binding upon the parties hereto and their successors, assigns and representatives.
- 14.8 **Severability.** In the event that any portion this Agreement shall be found to be contrary to law it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.
- 14.9 **Authority.** The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

Executed in duplicate originals, each of which shall have the full force and effect of an original.

**CITY**

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

City Manager or Mayor

Attest:

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

City Secretary

**JOHNSON COUNTY**

\_\_\_\_\_  
Roger Harmon, County Judge

Date: \_\_\_\_\_

\_\_\_\_\_  
Adam King, Sheriff

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Becky Ivey, County Clerk

Date: \_\_\_\_\_





STATE OF TEXAS       §  
                                      §  
 COUNTY OF JOHNSON §

**INTERLOCAL COOPERATION AGREEMENT  
 FOR HOUSING CITY'S FIRE DEPARTMENT MARSHAL'S CLASS C  
 MISDEMEANOR PRISONERS FOR BUDGET YEAR 2022-2023**

This Agreement is made by and entered into between Johnson County, Texas (hereinafter "County") a duly organized political subdivision of the State of Texas engaged in the administration of County Government and related services for the benefit of the citizens of the County and the City of Joshua, Texas (hereinafter "City"), a municipal corporation operating pursuant to the laws of the State of Texas and located in Johnson County.

**WHEREAS**, County and City desire to improve the efficiency and effectiveness of local governments by authorizing the intergovernmental contracting authority at the local level for all or part of the functions and services of police protection and detention services; and

**WHEREAS**, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes city and county governments within the State of Texas to contract with one another for the provision of various governmental functions and the delivery of various governmental services; and

**WHEREAS**, County and City mutually desire to enter into an Agreement for the housing of certain prisoners.

**NOW THEREFORE**, for the mutual consideration herein stated, County and City agree as follows:

**SECTION 1.  
 FACILITIES**

1.1 **In General.** County represents and warrants that the facilities provided for detention  
 Interlocal Cooperation Agreement for Housing City's  
 Fire Department Marshal's Class C Misdemeanor  
 Prisoners for Budget year 2022-2023

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of City prisoners meet the requirements of the Texas Commission on Jail Standards, and other applicable State and Federal law.

- 1.2 **Location and Operation of Facility.** County shall provide the detention services described herein at the Johnson County Jail in Cleburne, Texas. County will provide City and its Fire Department Marshal Office with access to and use of the County Jail facilities for the holding and incarceration of City's prisoners arrested for, awaiting disposition of, or convicted of Class C misdemeanors, including, but not limited to, adequate personnel necessary to supervise City prisoners, clothing, food, medical attention, and other appropriate necessities with respect to that number of prisoners. County agrees to provide City with access to and use of these facilities and services so long as such facilities are available and meet the requirements of the Texas Commission on Jail Standards, subject to the termination rights provided for herein.

## SECTION 2. GENERAL DUTIES OF COUNTY

- 2.1 **Class C Misdemeanor Only.** This Agreement shall apply only to City prisoners arrested for, awaiting disposition of, or convicted of Class C misdemeanors. Incarceration of all other City prisoners is provided for under other Interlocal Agreements or state statutes.
- 2.2 **Housing and Care of Prisoners.** County agrees to accept and provide for the secure custody, care, and safekeeping of prisoners of the City under this Agreement in accordance with state and local law, including the minimum standards promulgated by the Texas Commission on Jail Standards. County shall provide housing, care, meals and routine medical services for such prisoners on the same basis as it provides for its own prisoners confined in its own jail.

## SECTION 3. MEDICAL SERVICES

- 3.1 **Payment.** The per-day rate under this Agreement covers only routine services, such as on-site sick call (when provided by on-site staff) and non-prescription over the counter and routine drugs and medical supplies. The City shall pay the County an amount equal to the amount the County is required to expend for medical services other than those routine medical services provided for by the per-day rate. However, County shall notify City



prior to incurring medical expenses greater than two hundred fifty dollars (\$250.00) for any one prisoner.

- 3.2 **Excluded from Per-day Rate.** The per-day rate under this Agreement does not cover: 1) medical/health care services provided outside of the County's facility or by other than facility staff, 2) prescription drugs and treatments, 3) surgical or dental care, and 4) costs associated with any hospitalization of a prisoner.
- 3.3 **Prisoner Primarily Responsible for Costs.** Any prisoner having health insurance or prescription drug coverage shall be required to use such coverage for any medical care provided when he or she is incarcerated by the County. As required by Article 104.002 of the Code of Criminal Procedure, the prisoner shall be primarily responsible for the cost of his or her medical care, and shall be obligated to the entity incurring the cost of the medical care, unless the prisoner fully pays for the cost of services received.
- 3.4 **City to be Contacted.** When it becomes necessary for a prisoner to be hospitalized, the County shall contact the City through its Fire Department Marshal or designated representative as soon as possible, to inform the City of the fact that the prisoner has been or is to be hospitalized and the nature of the illness or injury that has required the hospitalization. The County shall submit invoices for reimbursable medical services along with its regular monthly billings for detention services and such invoices shall be paid on the same terms as the regular monthly billings.
- 3.5 **Costs Billed to City.** It is understood and agreed that if the hospitalization of a prisoner is to be for a duration of more than 24-hours or the cost of medical care for hospitalization will or may, in the opinion of County or County's Sheriff, exceed \$2,000.00, the County has the right, after notification of the Fire Department Marshal or his designee, to arrange for the hospital or health care provider to bill the City directly for the costs of the hospitalization and/or medical care rather than the County paying the costs and billing the same to the City. If the hospital or health care provider refuses to bill the City directly, the City shall reimburse the County in accordance with Section 3.1 of this agreement.
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this agreement, including information regarding any special medication, diet or exercise regiment applicable to each prisoner.

#### **SECTION 4. TRANSPORTATION AND OFF-SITE SECURITY**

- 4.1 **Transportation.** The City is solely responsible for transportation of the prisoner to and from the County's facility and to and from required court appearances, except as provided herein. The County agrees to provide non-ambulance transportation for prisoners to and from local off-site medical facilities as part of the services covered by the per-day rate. Ambulance transportation (including emergency flights, etc.) is not covered by the per-day rate and will be billed along with the regular monthly billing submitted to the City by the County.
- 4.2 **Stationary Guard.** The County will provide stationary guard services as requested or required by the circumstances or by law for a prisoner admitted or committed to an off-site medical facility. City shall compensate the County for the standard hourly rate of County personnel providing stationary guard, which shall be billed by the County along with the regular monthly billing for detention services.

#### **SECTION 5. AVAILABLE JAIL SPACE**

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\_\_\_\_\_  
Name of City

\_\_\_\_\_  
Street Address or P. O. Box

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email Address

6.3 **City Duties.** City shall make payment to County within thirty (30) days after receipt of the invoice. Payment shall be in the name of Johnson County, Texas, and shall be remitted to:

Hon. Roger Harmon (or his successor to office)  
Johnson County Judge  
Johnson County Courthouse  
2 North Main Street  
Cleburne, TX 76033

Amounts which are not timely paid in accordance with the above procedure shall bear interest at the lesser of the annual percentage rate of ten percent (10%) or the maximum legal rate applicable thereto which shall be a contractual obligation of the City under this Agreement.

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- 8.1 **Prisoner Sentences.** The County shall notify the City's Municipal Court of the confinement of persons incarcerated by the authority of the City. The County shall not be in charge of or responsible for the computation or processing of prisoners' time of confinement, including, but not limited to, computation of good time awards/credits and discharge dates. All such computation and record keeping shall continue to be the responsibility of City. It shall be the responsibility of City to notify County of any discharge date for a prisoner.
- 8.2 **Arraignments and Release Procedure.** The County will release prisoners of City only when such release is specifically requested in writing by the Fire Department Marshal of the City, or his designee, or the City's Municipal Judge. City's Municipal Judge shall be available generally for magistrations of prisoners during regular business hours, Monday through Friday and Saturday mornings until 11:00 a.m. Preferred hours for magistrations are as follows: Monday 6:00 p.m. until 9:00 p.m., Tuesday 4:00 p.m. until 6:00 p.m., Wednesday 5:00 p.m. until 8:00 p.m., Thursday and Friday 6:00 p.m. until 9:00 p.m., Saturday 8:00 a.m. until 11:00 a.m. It is contemplated that except in emergency situations, that City's Municipal Judge will not be requested or required to conduct magistrations in excess of once every 24 hour period.
- 8.3 **City Responsibilities.** City accepts all responsibility for the calculations and determinations set forth above and for giving County notice of the same. City will adhere to the requirements of the Texas Code of Criminal Procedure regarding prisoners.

## SECTION 9. CONFINEMENT PROCEDURES



- 9.1 **County Responsibilities.** The County shall notify the City's Municipal Court by facsimile once every 24 hours of all City prisoners in custody. This shall be done either by sending copies of arrest reports or a list of prisoner names, date of birth, and charges. County shall be solely in charge of all control, techniques, sequences, procedures, means, and the coordination of all work performed under the terms and conditions of this Agreement in regard to the holding and incarceration of all properly delivered prisoners. The County shall insure, dedicate and devote the full time and attention of those employees necessary for the proper execution and completion of the duties and obligation of County stated in this agreement, and give all attention necessary for such proper supervision and direction. County will process all City prisoners through its identification procedures, and may, at its option, fingerprint and photograph all City prisoners booked into the County facility.
- 9.2 **City Responsibilities.** City agrees to bring with each prisoner delivered to the County facility all packets, jail cards, classification data and other information in the possession of City regarding each prisoner, and has the duty to advise County of any known dangerous propensities of each prisoner delivered to County.

## **SECTION 10.** **LIAISON OFFICERS**

- 10.1 **County Officer.** The County shall designate a suitable officer or peace officer to act on behalf of the County Sheriff, to serve as "Liaison Officer" for County with and between County and City. The Sheriff of County, or his designated substitute, shall insure the performance of all duties and obligations of County herein stated; and shall devote sufficient time and attention to the execution of said duties on behalf of County in full compliance with the terms and conditions of this Agreement, and shall provide immediate and direct supervision of all the County Sheriffs Office's employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purpose, terms and conditions of this Agreement to the mutual benefit of County and City.
- 10.2 **City Officer.** City designates the Fire Department Marshal, or his designated substitute, to act on behalf of the City's Fire Department Marshal Office, and to serve as "Liaison Officer" for City with and between County and City and its Fire Department

Marshal Office to ensure the performance of all duties and obligations of City herein stated, and shall devote sufficient time and attention to the execution of said duties on behalf of City in full compliance with the terms and conditions of this agreement, and shall provide immediate and direct supervision of the City Fire Department Marshal Office employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms, and conditions of this Agreement for the mutual benefit of City and County.

#### **SECTION 11. LIABILITY**

- 11.1 County agrees and accepts full responsibility for the acts, negligence, and/or omissions of all County's employees, agents, contractors, subcontractors, and/or contract laborers, if any, and for those of all other persons doing work under this Agreement for County.
- 11.2 County agrees and accepts the duty and responsibility for the overseeing of all safety orders, precautions, programs, and equipment necessary to the reasonable safety of County's employees, agents, contractors, subcontractors, and/or contract laborers, if any, and all other persons doing work under this Agreement with City.
- 11.3 County understands and agrees that County, its employees, servants, agents, and representatives shall not be and shall not represent themselves to be employees, servants, agents, and/or representatives of City.
- 11.4 City agrees and accepts full responsibility for the acts, negligence, and/or omissions of all City's employees, agents, contractors, subcontractors, and/or contract laborers, if any, and for those of all other persons doing work under this Agreement for City.
- 11.5 City agrees and accepts the duty and responsibility for overseeing of all safety orders, precautions, programs, and equipment necessary to the reasonable safety of City's employees, agents, contractors, subcontractors, and/or contract laborers, if any, and all other persons doing work under this Agreement with County.
- 11.6 City understands and agrees that City, its employees, servants, agents, and representatives shall not be and shall not represent themselves to be employees, servants, agents, and/or representatives of County.



## SECTION 12. NOTICE

- 12.1 **In General.** Notice to either party shall be in writing, and may be hand-delivered, or sent postage-paid by certified or registered mail, return receipt requested. Notice shall be deemed effective if sent to the parties and addresses designated herein, upon receipt in case of hand delivery, and three (3) days after deposit in the U. S. Mail in case of mailing.
- 12.2 **To City.** The address for City for all purposes of this Agreement and for all notices hereunder shall be:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street Address or P. O. Box

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email Address

With a copy to:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street Address or P. O. Box

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email Address

- 12.3 **To County.** The address for County for all purposes under this Agreement and for all notices hereunder shall be:

Hon. Roger Harmon (or his successor in office)  
Johnson County Judge  
Johnson County Courthouse  
2 North Main Street  
Cleburne, TX 76033  
With copies to:

Hon. Bill Moore (or his successor in office)  
 Johnson County Attorney  
 Guinn Justice Center  
 204 South Buffalo Avenue, Suite 410  
 Cleburne, TX 76033

Adam King (or his successor in office)  
 Johnson County Sheriffs Office  
 1102 East Kilpatrick Street  
 Cleburne, TX 76031

### **SECTION 13. TERMINATION**

- 13.1 This Agreement shall terminate at the end of the term listed in Section 7.1. In addition, this Agreement may be terminated by either party upon sixty (60) days written notice delivered to the other party at the offices specified herein. This Agreement will likewise terminate upon the happening of any event that renders performance hereunder by the County impracticable or impossible, such as severe damage to or destruction of the facility, or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of the City's prisoners.
- 13.2 In the event of such termination by either party, County shall be compensated for all services performed to termination date, together with reimbursable expenses then due and authorized by this Agreement. In the event of such termination, should County be overcompensated for all services performed up to termination date, and/or be overcompensated for reimbursable expenses as authorized by this agreement, then City shall be reimbursed for all such over compensation. Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

### **SECTION 14. MISCELLANEOUS PROVISIONS**

- 14.1 **Amendments.** This Agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties approved by the County Commissioners Court and the City Council.
- 14.2 **Prior Agreements.** This Agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No



prior agreement or understanding pertaining to any such matter shall be effective.

- 14.3 **Choice of Law and Venue.** The law which shall govern this Agreement is the law of the State of Texas. All consideration to be paid and matters to be performed under this Agreement are payable and to be performed in Cleburne, Johnson County, Texas, and venue of any dispute or matter arising under this Agreement shall lie in the District Court of Johnson County, Texas.
- 14.4 **Approvals.** The City Council of the City and the Commissioners Court of Johnson County in accordance with the Interlocal Cooperation Act must approve this Agreement.
- 14.5 **Funding Source.** In accordance with the Interlocal Cooperation Act, all amounts due under the Agreement are to be paid from current revenues of City. The signature of the City Manager or Mayor below certifies that there are sufficient funds from the current revenues available to the City to meet its obligations under this Agreement.
- 14.6 **Heading.** Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 14.7 **Binding Nature of Agreement.** This Agreement is contractual and is binding upon the parties hereto and their successors, assigns and representatives.
- 14.8 **Severability.** In the event that any portion this Agreement shall be found to be contrary to law it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.
- 14.9 **Authority.** The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

Executed in duplicate originals, each of which shall have the full force and effect of an original.

**CITY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

City Manager or Mayor

Attest:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

City Secretary

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**JOHNSON COUNTY**

\_\_\_\_\_  
Roger Harmon, County Judge

\_\_\_\_\_  
Adam King, Sheriff

Attest:

\_\_\_\_\_  
Becky Ivey, County Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

THE STATE OF TEXAS     §

**KNOW ALL BY THESE PRESENTS**

COUNTY OF JOHNSON     §

**AMENDMENT TO  
COMMUNICATIONS SYSTEM AGREEMENT  
EFFECTIVE OCTOBER 1, 2022**

This Amendment to Communications System Agreement Effective October 1, 2022 (the "Amendment") is made and entered into by and between Johnson County, Texas, a political subdivision of the State of Texas ("County") acting herein by and through its duly authorized Commissioners Court, and the City of Joshua ("USER"), a municipal corporation, acting herein by and through its duly authorized City Council, individually referred to as a "Party," collectively referred to herein as the "Parties" and is an amendment to the Communications System Agreement (the "Agreement") between County and User currently in effect. The term County shall include all employees, directors, officials, agents, and authorized representatives of County. The term USER shall include all employees, directors, officials, agents, and authorized representatives of USER.

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

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

NOW THEREFORE, COUNTY AND USER agree as follows:

1. Effective October 1, 2022 USER shall pay the County an Annual Subscriber Unit Fee in the amount of \$24.20 per month, per subscriber radio, payable in advance on an annual basis for all active radio IDs issued to USER at the time of the annual billing.
2. The person signing this agreement hereby warrants that he/she has the legal authority to execute this Amendment on behalf of the respective Party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other Party is fully entitled to rely on this warranty and representation in entering into this Amendment.
3. This Amendment shall in no way affect or modify any other terms and conditions of the aforementioned Agreement.

EXECUTED IN MULTIPLE ORIGINALS as of the dates below.

**COUNTY:**

By: \_\_\_\_\_  
Roger Harmon, County Judge

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Becky Ivey, County Clerk

Date: \_\_\_\_\_

**USER:**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
City Secretary

Date: \_\_\_\_\_





## **City Council Agenda September 15, 2022**

### **Ordinance**

### **Action Item**

#### **Agenda Description:**

Discuss, consider, and possible action on an Ordinance by the City Council of the City of Joshua, Texas authorizing the issuance of “City of Joshua, Texas Tax Notes, Series 2022A”; levying an annual ad valorem tax, within the limitations prescribed by law, for the payment of the Obligations; prescribing the form, terms, conditions, and resolving other matters incident and related to the issuance, sale, and delivery of the Obligations; authorizing the execution of a Paying Agent/Registrar Agreement and a Purchase and Investment Letter; complying with the Letter of Representations previously executed with the Depository Trust Company; authorizing the execution of any necessary engagement agreement with the City’s financial advisors and/or bond counsel; and providing an effective date.

#### **Background Information:**

During the August 2022 meeting, city council voted to move forward with the issuance of a Tax Note. The attached Ordinance will need to be approved authorizing the sale of the tax note prior to adopting a tax rate that includes the debt in the I&S rate calculation.

#### **Financial Information:**

Financial information in the draft ordinance will be updated prior to the meeting.

#### **City Contact and Recommendations:**

Mike Peacock, City Manager  
Alice Holloway, City Secretary

#### **Motion recommended if approved:**

I move to approve the Ordinance authorizing the issuance of obligations designated as “City of Joshua, Texas Tax Notes, Series 2022A

#### **Attachments:**

1. Ordinance

DRAFT

## ORDINANCE

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS AUTHORIZING THE ISSUANCE OF “CITY OF JOSHUA, TEXAS TAX NOTES, SERIES 2022A”, LEVYING AN ANNUAL AD VALOREM TAX, WITHIN THE LIMITATIONS PRESCRIBED BY LAW, FOR THE PAYMENT OF THE OBLIGATIONS; PRESCRIBING THE FORM, TERMS, CONDITIONS, AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, AND DELIVERY OF THE OBLIGATIONS; AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND A PURCHASE AND INVESTMENT LETTER; COMPLYING WITH THE LETTER OF REPRESENTATIONS PREVIOUSLY EXECUTED WITH THE DEPOSITORY TRUST COMPANY; AUTHORIZING THE EXECUTION OF ANY NECESSARY ENGAGEMENT AGREEMENT WITH THE CITY’S FINANCIAL ADVISORS AND/OR BOND COUNSEL; AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, pursuant to the provisions of Chapter 1431, as amended, Texas Government Code (the *Act*), the City Council (the *Governing Body*) of the City of Joshua, Texas (the *City* or the *Issuer*) is authorized and empowered to issue anticipation notes to pay contractual obligations incurred or to be incurred for the construction of any public works, for the purchase of materials, supplies, equipment, machinery, buildings, lands, and rights-of-way for the Issuer’s authorized needs and purposes, and for professional services, including services provided by tax appraisal engineers, engineers, architects, attorneys, auditors, mapmakers, financial advisors, and fiscal agents; and

WHEREAS, in accordance with the provisions of the Act, the Governing Body hereby finds and determines that anticipation notes should be issued and sold at this time to finance the costs of paying contractual obligations to be incurred for (1) designing, constructing, acquiring, purchasing, renovating, enlarging, and improving City-owned facilities, including a city-hall complex, animal control facility, public works facility, and parks and recreation facility; (2) acquiring vehicles, capital equipment, and heavy machinery to be used on a City-wide basis, including emergency service vehicles; (3) constructing street improvements (including utilities repair, replacement, and relocation), curbs, gutters, and sidewalk improvements, including drainage and traffic safety signalization and signage incidental thereto; (4) constructing, improving, and renovating flood control and storm drainage facilities (including any related street improvements, utilities repair, replacement, and relocation); and (5) the payment of professional services related to the design, construction, project management, and financing of the aforementioned projects; and

WHEREAS, the Governing Body hereby finds and determines that the issuance of anticipation notes is in the best interests of the residents of the Issuer, now, therefore,

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

SECTION 1: Authorization - Designation - Principal Amount - Purpose. General obligation notes of the Issuer shall be and are hereby authorized to be issued in the aggregate principal amount of \_\_\_\_\_ THOUSAND AND NO/100 DOLLARS (\$ \_\_\_\_\_), to be designated and bear the title of “CITY OF JOSHUA, TEXAS TAX NOTES, SERIES 2022A” (the *Obligations*), for the purpose of providing funds for (1) designing, constructing, acquiring, purchasing, renovating, enlarging, and improving City-owned facilities, including a city-hall complex, animal control facility, public works facility, and parks and recreation facility; (2) acquiring vehicles, capital equipment, and heavy machinery to be used on a City-wide basis, including emergency service vehicles; (3) constructing street improvements (including utilities repair, replacement, and relocation), curbs, gutters, and sidewalk improvements, including drainage and traffic safety signalization and signage incidental thereto; (4) constructing, improving, and renovating flood control and storm drainage facilities (including any related street improvements, utilities repair, replacement, and relocation); and (5) the payment of professional services related to the design, construction, project management, and financing of the aforementioned projects, all in conformity with the laws of the State of Texas, particularly Chapter 1431, as amended, Texas Government Code, and an ordinance adopted by the Governing Body on September 15, 2022.

SECTION 2: Fully Registered Obligations - Authorized Denominations - Stated Maturities - Interest Rates – Dated Date. The Obligations shall be issued as fully registered obligations, without coupons, shall be dated October 1, 2022 (the *Dated Date*), and shall be issued generally in denominations of \$100,000 or any integral multiple of \$5,000 thereof (within a Stated Maturity), shall be lettered “R” and numbered consecutively from One (1) upward, and principal shall become due and payable on February 1 in each of the years and in principal amounts (the *Stated Maturities*) and bear interest on the unpaid principal amounts from the Closing Date (hereinafter defined) or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, to Stated Maturity, at the per annum rates, while Outstanding (hereinafter defined), in accordance with the following schedule:

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

The Obligations shall bear interest on the unpaid principal amounts from the Closing Date (anticipated to occur on October 12, 2022) or from the most recent Interest Payment Date to which



interest has been paid or duly provided for, to Stated Maturity, while Outstanding, at the rates per annum shown in the above schedule (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Obligations shall be payable on February 1 and August 1 in each year (each, an *Interest Payment Date*), commencing February 1, 2023, while the Obligations are Outstanding.

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

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

The Issuer reserves the right to appoint a successor Paying Agent/Registrar upon providing the previous Paying Agent/Registrar with a certified copy of a resolution or ordinance terminating such agency. Additionally, the Issuer agrees to promptly cause a written notice of this substitution to be sent to each Holder of the Obligations by United States mail, first-class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

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

Principal of and premium, if any, on the Obligations shall be payable only upon presentation and surrender of the Obligations to the Paying Agent/Registrar at its corporate trust office (provided, however, with respect to principal payments prior to the final Stated Maturity, the Obligations need not be surrendered to the Paying Agent/Registrar, who will merely document this payment on an internal ledger maintained by the Paying Agent/Registrar). Interest on the Obligations shall be paid to the Holder whose name appears in the Security Register at the close of business on the fifteenth day of the month next preceding an Interest Payment Date for the Obligations (the *Record Date*) and shall be paid (i) by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, by the Paying Agent/Registrar, to the address of the Holder appearing in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested in writing by the Holder at the Holder's risk and expense.

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

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

SECTION 4: Redemption. The Obligations are not subject to redemption prior to Stated Maturity.

SECTION 5: Execution - Registration. The Obligations shall be executed on behalf of the Issuer by its Mayor or Mayor Pro Tem under the seal of the Issuer reproduced or impressed thereon and attested by its City Secretary. The signature of any of said officers on the Obligations may be manual or facsimile. Obligations bearing the manual or facsimile signatures of individuals who were, at the time of the Dated Date, the proper officers of the Issuer shall bind the Issuer, notwithstanding that such individuals or either of them shall cease to hold such offices prior to the delivery of the Obligations to the Purchasers (hereinafter defined), all as authorized and provided in Chapter 1201, as amended, Texas Government Code.

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

conclusive evidence, and the only evidence, that such Obligation has been duly certified or registered and delivered.

**SECTION 6: Registration - Transfer - Exchange of Obligations - Predecessor Obligations.**  
A Security Register relating to the registration, payment, transfer, or exchange of the Obligations shall at all times be kept and maintained by the Issuer at the corporate trust office of the Paying Agent/Registrar, and the Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each Holder of the Obligations, or, if appropriate, the nominee thereof, issued under and pursuant to the provisions of this Ordinance. Any Obligation may, in accordance with its terms and the terms hereof, be transferred or exchanged for Obligations of other authorized denominations upon the Security Register by the Holder, in person or by his duly authorized agent, upon surrender of such Obligation to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

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

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

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

All transfers or exchanges of Obligations pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Obligations canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be Predecessor Obligations, evidencing all or a portion, as the case may be, of the same debt evidenced by the new Obligation or Obligations registered and delivered in the exchange or transfer therefor. Additionally, the term Predecessor Obligations shall include any Obligation registered and delivered pursuant to Section 17 in lieu of a mutilated, lost, destroyed,

or stolen Obligation which shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Obligation.

SECTION 7: Initial Obligation. The Obligations herein authorized shall be initially issued as a single fully registered Obligation in the aggregate principal amount of \$\_\_\_\_\_ with principal installments to become due and payable as provided in Section 2 hereof and numbered T-1 (the *Initial Obligation*), and the Initial Obligation shall be registered in the name of the Purchasers (defined herein) or the designee thereof. The Initial Obligation shall be the Obligation submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the Purchasers. Any time after the delivery of the Initial Obligation, the Paying Agent/Registrar, pursuant to written instructions from the Purchasers, or the designee thereof, shall cancel the Initial Obligation delivered hereunder and exchange therefor Definitive Obligations of like kind and of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the Purchasers, or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

#### SECTION 8: FORMS.

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

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

*[The remainder of this page intentionally left blank.]*



B. Form of Definitive Obligations.REGISTERED  
NO. \_\_\_\_\_REGISTERED  
PRINCIPAL AMOUNT  
\$ \_\_\_\_\_

United States of America  
State of Texas  
County of Johnson  
CITY OF JOSHUA, TEXAS  
TAX NOTES, SERIES 2022A

Dated Date:  
October 1, 2022Interest Rate:  
\_\_\_\_\_Stated Maturity:  
\_\_\_\_\_CUSIP NO:  
\_\_\_\_\_

REGISTERED OWNER: \_\_\_\_\_

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

The City of Joshua, Texas (the *Issuer*), a body corporate and a municipal corporation in the County of Johnson, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner specified above, or the registered assigns thereof, on the Stated Maturity date specified above, the Principal Amount specified above, and to pay interest on the unpaid Principal Amount hereof from the Closing Date, anticipated to occur on or about October 12, 2022, or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for until such Principal Amount has become due and payment thereof has been made or duly provided for, to Stated Maturity, while Outstanding, at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 1 and August 1 of each year (each, an *Interest Payment Date*) commencing February 1, 2023.

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

This Obligation is one of the series specified in its title issued in the aggregate principal amount of \$ \_\_\_\_\_ (the *Obligations*) pursuant to an ordinance adopted by the Governing

Body of the Issuer (the *Ordinance*), for the purpose of (1) designing, constructing, acquiring, purchasing, renovating, enlarging, and improving City-owned facilities, including a city-hall complex, animal control facility, public works facility, and parks and recreation facility; (2) acquiring vehicles, capital equipment, and heavy machinery to be used on a City-wide basis, including emergency service vehicles; (3) constructing street improvements (including utilities repair, replacement, and relocation), curbs, gutters, and sidewalk improvements, including drainage and traffic safety signalization and signage incidental thereto; (4) constructing, improving, and renovating flood control and storm drainage facilities (including any related street improvements, utilities repair, replacement, and relocation); and (5) the payment of professional services related to the design, construction, project management, and financing of the aforementioned projects, all in conformity with the laws of the State of Texas, including Chapter 1431, as amended, Texas Government Code, and an ordinance adopted by the Governing Body on September 15, 2022

The Obligations of this series are payable from the proceeds of an annual ad valorem tax levied upon all taxable property within the Issuer within the limitations prescribed by law.

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

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

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

The Issuer and the Paying Agent/Registrar, and any agent of either, shall treat the Holder hereof whose name appears on the Security Register (i) on the Record Date as the owner hereof for purposes of receiving payment of interest hereon, (ii) on the date of surrender of this Obligation as the owner hereof for purposes of receiving payment of principal hereof at its Stated Maturity, and (iii) on any other date as the owner hereof for all other purposes, and neither the Issuer nor the Paying Agent/Registrar, or any such agent of either, shall be affected by notice to the contrary. In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a *Special Record Date*) will

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

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

*[The remainder of this page intentionally left blank]*

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

CITY OF JOSHUA, TEXAS

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Secretary

(CITY SEAL)

*[The remainder of this page intentionally left blank.]*



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

REGISTRATION CERTIFICATE OF  
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER OF	§	
PUBLIC ACCOUNTS	§	
	§	REGISTER NO. _____
THE STATE OF TEXAS	§	

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

WITNESS my signature and seal of office this \_\_\_\_\_

\_\_\_\_\_  
Comptroller of Public Accounts  
of the State of Texas

(SEAL)

D. \*Form of Certificate of Paying Agent/Registrar to Appear on Definitive Obligations Only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

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

Registered this date: \_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_, as Paying Agent/Registrar

\_\_\_\_\_  
By: \_\_\_\_\_  
Authorized Signature

\*NOTE TO PRINTER: Print on Definitive Obligations

E. Form of Assignment.

## ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee): \_\_\_\_\_

(Social Security or other identifying number): \_\_\_\_\_  
 the within Obligation and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within Obligation on the books kept for registration thereof, with full power of substitution in the premises.

DATED: \_\_\_\_\_

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

Signature guaranteed:

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

(i) immediately under the name of the Obligation the headings "Interest Rate \_\_\_\_\_" and "Stated Maturity \_\_\_\_\_" shall both be completed "as shown below";

(ii) the first two paragraphs shall read as follows:

REGISTERED OWNER: \_\_\_\_\_

PRINCIPAL AMOUNT: \_\_\_\_\_

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

<u>Years of</u> <u>Stated Maturity</u>	<u>Principal</u> <u>Amounts (\$)</u>	<u>Interest</u> <u>Rates (%)</u>
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(Information to be inserted from schedule in Section 2 hereof.)

and to pay interest on the unpaid Principal Amount hereof from the Closing Date (anticipated to occur on October 12, 2022) or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for until the Principal Amount has become due and payment thereof has been made or duly provided for, to Stated Maturity, while Outstanding, at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 1 and August 1 of each year, (each, an *Interest Payment Date*) commencing February 1, 2023.

Principal of this Obligation shall be payable to the Registered Owner hereof (the *Holder*), upon its presentation and surrender, to Stated Maturity, while Outstanding (provided, however, with respect to principal payments prior to the final Stated Maturity, the Obligations need not be surrendered to the Paying Agent/Registrar, who will merely document this payment on an internal ledger maintained by the Paying Agent/Registrar), at the corporate trust office \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (the *Paying Agent/Registrar*). Interest shall be payable to the Holder of this Obligation whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the fifteenth day of the month next preceding each Interest Payment Date. All payments of principal of and interest on this Obligation shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder hereof.

[END OF FORMS]

G. Insurance Legend. If bond insurance is obtained by the Issuer or the Purchasers for the Obligations, the definitive Obligations and the Initial Obligation shall bear an appropriate legend as provided by the bond insurer under the appropriate heading as follows:

[BOND INSURANCE] or [STATEMENT OF INSURANCE]

SECTION 9: Definitions. For all purposes of this Ordinance (as defined below), except as otherwise expressly provided or unless the context otherwise requires: (i) the terms defined in this Section have the meanings assigned to them in this Section, and certain terms used in Sections 19 and 36 of this Ordinance have the meanings assigned to them in such Sections, and all such terms include the plural as well as the singular; (ii) all references in this Ordinance to designated “Sections” and other subdivisions are to the designated Sections and other subdivisions of this Ordinance as originally adopted; and (iii) the words “herein”, “hereof”, and “hereunder” and other words of similar import refer to this Ordinance as a whole and not to any particular Section or other subdivision.

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

B. The term *City* or the *Issuer* shall mean the City of Joshua, Texas located in the County of Johnson, Texas and, where appropriate, the Governing Body of the Issuer.

C. The term *Closing Date* shall mean the date of physical delivery of the Initial Obligation in exchange for the payment in full by the Purchasers.

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

E. The term *Depository* shall mean an official depository bank of the Issuer.

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

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

H. The term *Interest Payment Date* shall mean the date interest is payable on the Obligations, being February 1 and August 1 of each year, commencing February 1, 2023, while any of the Obligations remain Outstanding.

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

J. The term *Obligations* shall mean the \$\_\_\_\_\_ “CITY OF JOSHUA, TEXAS TAX NOTES, SERIES 2022A” authorized by this Ordinance.

K. The term *Ordinance* shall mean this ordinance finally adopted by the Governing Body of the Issuer on September 15, 2022.



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

- (1) those Obligations canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;
- (2) those Obligations for which payment has been duly provided by the Issuer in accordance with the provisions of Section 21 of this Ordinance; and
- (3) those Obligations that have been mutilated, destroyed, lost, or stolen and replacement Obligations have been registered and delivered in lieu thereof as provided in Section 17 of this Ordinance.

M. The term *Purchasers* shall mean the initial purchasers of the Obligations named in Section 18 of this Ordinance.

N. The term *Stated Maturity* shall mean the annual principal payments of the Obligations payable on February 1 of each year, as set forth in Section 2 of this Ordinance.

**SECTION 10: Obligation Fund – Investments.** For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption, and retirement of the Obligations, there shall be and is hereby created a special Fund to be designated “TAX NOTES, SERIES 2022A, INTEREST AND SINKING FUND” (the *Obligation Fund*), which Fund shall be kept and maintained at the Depository, and money deposited in such Fund shall be used for no other purpose and shall be maintained as provided in Section 19. Authorized Officials of the Issuer are hereby authorized and directed to make withdrawals from the Obligation Fund sufficient to pay the principal of, premium, if any, and interest on the Obligations as the same become due and payable, or the purchase price thereof, and shall cause to be transferred to the Paying Agent/Registrar from money on deposit in the Obligation Fund an amount sufficient to pay the amount of principal and/or interest stated to mature on the Obligations, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the business day next preceding each interest and principal payment date for the Obligations.

Pending the transfer of funds to the Paying Agent/Registrar, money deposited in any Fund created and established pursuant to the provisions of this Ordinance may, at the option of the Issuer, may be placed in time deposits, certificates of deposit, guaranteed investment contracts, or similar contractual agreements, as permitted by the provisions of the Public Funds Investment Act, as amended, Chapter 2256, Texas Government Code, secured (to the extent not insured by the Federal Deposit Insurance Corporation) by obligations of the type hereinafter described, or be invested, as authorized by any law, including investments held in book-entry form, in securities including, but not limited to, direct obligations of the United States of America, obligations guaranteed or insured by the United States of America, which, in the opinion of the Attorney General of the United States, are backed by its full faith and credit or represent its general obligations, or invested in indirect obligations of the United States of America, including, but not limited to, evidences of indebtedness issued, insured or guaranteed by such governmental agencies as the Federal Land Banks, Federal Intermediate Credit Banks, Banks for Cooperatives,

Federal Home Loan Banks, Government National Mortgage Association, Small Business Administration, Farmers Home Administration, Federal Home Loan Mortgage Association, or Federal Housing Association; provided that all such deposits and investments shall be made in such a manner that the money required to be expended from such Fund will be available at the proper time or times. All interest and income derived from deposits and investments in any fund established pursuant to the provisions of this Ordinance shall be credited to, and any losses debited to, such Fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Obligations.

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

SECTION 12: Deposits to Obligation Fund – Surplus Obligation Proceeds. The Issuer hereby covenants and agrees to cause to be deposited in the Obligation Fund prior to a principal and interest payment date for the Obligations, from the annual levy of an ad valorem tax or from other lawfully available funds, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of the Obligations as the same accrues or matures or comes due by reason of Stated Maturity.

Accrued interest, if any, received from the Purchasers of the Obligations shall be deposited to the Obligation Fund. In addition, any surplus proceeds from the sale of the Obligations, including investment income thereon, not expended for authorized purposes, as described in Section 1 hereof, shall be deposited in the Obligation Fund, and such amounts so deposited shall reduce the sum otherwise required to be deposited in said Fund from ad valorem taxes.

SECTION 13: Security for Funds. All money on deposit in the Funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested as provided herein) shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of public funds, and money on deposit in such Funds shall be used only for the purposes permitted by this Ordinance.

SECTION 14: Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the Issuer covenants and agrees particularly that in the event the Issuer (a) defaults in the payments to be made to the Obligation Fund or (b) defaults in the observance or performance of any other of the covenants, conditions, or obligations set

forth in this Ordinance, the Holders of any of the Obligations shall be entitled to seek a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing body of the Issuer and other officers of the Issuer to observe and perform any covenant, condition, or obligation prescribed in this Ordinance.

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

**SECTION 15: Notices to Holders – Waiver.** Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first-class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

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

**SECTION 16: Cancellation.** All Obligations surrendered for payment, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the Issuer, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The Issuer may at any time deliver to the Paying Agent/Registrar for cancellation any Obligations previously certified or registered and delivered which the Issuer may have acquired in any manner whatsoever, and all Obligations so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Obligations held by the Paying Agent/Registrar shall be destroyed as directed by the Issuer.

**SECTION 17: Mutilated, Destroyed, Lost, and Stolen Obligations.** If (1) any mutilated Obligation is surrendered to the Paying Agent/Registrar, or the Issuer and the Paying Agent/Registrar receive evidence to their satisfaction of the destruction, loss, or theft of any Obligation, and (2) there is delivered to the Issuer and the Paying Agent/Registrar such security or indemnity as may be required to save each of them harmless, then, in the absence of notice to the Issuer or the Paying Agent/Registrar that such Obligation has been acquired by a bona fide purchaser, the Issuer shall execute and, upon its request, the Paying Agent/Registrar shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Obligation, a new Obligation of the same Stated Maturity and interest rate and of like tenor and principal amount, bearing a number not contemporaneously Outstanding.

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

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

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

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

SECTION 18: Sale of Obligations – Purchase and Investment Letter Approval – Use of Obligation Proceeds. The Obligations authorized by this Ordinance are hereby sold by the Issuer to \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (the *Purchaser*, having all the rights, benefits, and obligations of a Holder), in accordance with the provisions of a Purchase and Investment Letter (the *Purchase Contract*), dated September 15, 2022 attached hereto as Exhibit B and incorporated hereby by reference as a part of this Ordinance for all purposes. The pricing and terms of the sale of the Obligations are hereby found and determined to be the most advantageous reasonably obtainable by the Issuer. The Initial Obligation shall be registered in the name of \_\_\_\_\_. The Mayor of the Issuer is hereby authorized and directed to execute the Purchase Contract for and on behalf of the Issuer and as the act and deed of this Governing Body, and in regard to the approval and execution of the Purchase Contract, the Governing Body hereby finds, determines and declares that the representations, warranties, and agreements of the Issuer contained in the Purchase Contract are true and correct in all material respects and shall be honored and performed by the Issuer. Delivery of the Obligations to the Purchasers shall occur as soon as practicable after the adoption of this Ordinance, upon payment therefor in accordance with the terms of the Purchase Contract.

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

(1) Accrued interest, if any, received from the Purchasers shall be deposited into the Obligation Fund.

(2) The balance of the proceeds derived from the sale of the Obligations (after paying costs of issuance) shall be deposited into the special construction account or accounts created for the projects to be constructed with the proceeds of the Obligations. This special construction account shall be established and maintained at the Depository and shall be invested in accordance with the provisions of Section 10 of this Ordinance. Interest earned on the proceeds of the Obligations pending completion of construction of the projects financed with such proceeds shall be accounted for, maintained, deposited,



and expended as permitted by the provisions of Chapter 1201, as amended, Texas Government Code, or as required by any other applicable law. Thereafter, such amounts shall be expended in accordance with Section 12 of this Ordinance.

**SECTION 19: Covenants to Maintain Tax-Exempt Status.**

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

*Closing Date* shall mean the date of physical delivery of the Initial Obligation in exchange for the payment in full by the Purchasers.

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

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

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

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

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

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

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

*Yield of*

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

(2) the Obligations has the meaning set forth in Section 1.148-4 of the Regulations.

B. Not to Cause Interest to Become Taxable. The Issuer shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Obligations to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless

and until the Issuer receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Obligation, the Issuer shall comply with each of the specific covenants in this Section.

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

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

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

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

E. Not to Invest at Higher Yield. Except to the extent it will not cause the Obligations to become “arbitrage bonds” within the meaning of section 148 of the Code and the Regulations and rulings thereunder, the Issuer shall not at any time prior to the final Stated Maturity of the Obligations directly or indirectly invest Gross Proceeds in any Investment, if as a result of such investment the Yield of any Investment acquired with Gross Proceeds, whether then held or previously disposed of, materially exceeds the Yield of the Obligations.

F. Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the Issuer shall not take or omit to take

any action which would cause the Obligations to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

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

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

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

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

(3) As additional consideration for the purchase of the Obligations by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the Issuer shall pay to the United States out of the Obligation Fund or its general fund, as permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the amount that when added to the future value of previous rebate payments made for the Obligations equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder.

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

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

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

- (1) the Issuer is a governmental unit with general taxing powers;
- (2) 95% of the Net Proceeds of the Obligations and all income from the investment thereof will be used for the governmental activities of the Issuer;
- (3) the aggregate face amount, within the meaning of Section 1.148-8(c)(1) of the Regulations, of all debt obligations (other than private activity bonds) issued or expected to be issued by the Issuer or any subordinate entity in the calendar year in which the Obligations are issued is not reasonably expected to exceed \$5,000,000; and
- (4) the Issuer otherwise satisfies the requirements of paragraph (4)(c) of section 148(f) of the Code and Section 1.148-8 of the Regulations and rulings thereunder.

K. Obligations Not Hedge Bonds.

- (1) The Issuer reasonably expects to spend at least 85% of the spendable proceeds of the Obligations within three years after such Obligations are issued.
- (2) Not more than 50% of the proceeds of the Obligations will be invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of 4 years or more.

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

M. Qualified Tax-Exempt Obligations. The Issuer hereby designates the Obligations as *qualified tax-exempt obligations* for purposes of section 265(b) of the Code. In furtherance of such designation, the Issuer represents, covenants and warrants the following: (a) during the calendar year in which the Obligations are issued, the Issuer (including any subordinate entities) has not designated nor will designate obligations, which when aggregated with the Obligations, will result in more than \$10,000,000 of "qualified tax-exempt obligations" being issued; (b) the Issuer reasonably anticipates that the amount of tax-exempt obligations issued during the calendar year 2022 by the Issuer (including any subordinate entities) will not exceed \$10,000,000; and (c) the Issuer will take such action or refrain from such action as is

necessary in order that the Obligations will not be considered “private activity bonds” within the meaning of section 141 of the Code.

**SECTION 20: Control and Custody of Obligations.** The Mayor shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas and shall take and have charge and control of the Obligations pending their approval by the Attorney General of the State of Texas, the registration thereof by the Comptroller of Public Accounts of the State of Texas and the delivery of the Obligations to the Purchasers.

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

**SECTION 21: Satisfaction of Obligation of Issuer.** If the Issuer shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Obligations, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and all covenants, agreements, and other obligations of the Issuer to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Obligations, or any principal amount(s) thereof, shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when: (i) money sufficient to pay in full such Obligations or the principal amount(s) thereof at Stated Maturity, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent; and/or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any money deposited therewith, if any, to pay when due the principal of and interest on such Obligations, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof. In the event of a defeasance of the Obligations, the Issuer shall deliver a certificate from its financial advisor, the Paying Agent/Registrar, an independent accounting firm, or another qualified third party concerning the deposit of cash and/or Government Securities to pay, when due, the principal of, redemption premium (if any), and interest due on any defeased Obligations. To the extent applicable (if at all), the Issuer covenants that no deposit of money or Government Securities will be made under this Section and no use made of any such deposit which would cause the Obligations to be treated as arbitrage bonds within the meaning of section 148 of the Code (as defined in Section 19 hereof).

Any money so deposited with the Paying Agent/Registrar, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Obligations, or any principal amount(s) thereof, or interest thereon with respect to which such money has been so deposited shall be remitted to the Issuer or deposited as directed by the Issuer. Furthermore, any money held



by the Paying Agent/Registrar for the payment of the principal of and interest on the Obligations and remaining unclaimed for a period of three (3) years after the Stated Maturity of the Obligations, such money was deposited and is held in trust to pay shall upon the request of the Issuer be remitted to the Issuer against a written receipt therefor, subject to the unclaimed property laws of the State of Texas.

SECTION 22: Printed Opinion. The Purchasers' obligation to accept delivery of the Obligations is subject to its being furnished a final opinion of Cantu Harden LLP, San Antonio, Texas, as Bond Counsel, approving certain legal matters as to the Obligations, said opinion to be dated and delivered as of the date of initial delivery and payment for such Obligations. Printing of a true and correct copy of this opinion on the reverse side of each of the Obligations, with appropriate certificate pertaining thereto executed by facsimile signature of the City Secretary of the Issuer is hereby approved and authorized.

SECTION 23: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Obligations. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Obligations shall be of no significance or effect as regards the legality thereof, and neither the Issuer nor attorneys approving said Obligations as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Obligations.

SECTION 24: Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 25: Ordinance a Contract; Amendments - Outstanding Obligations. The Issuer acknowledges that the covenants and obligations of the Issuer herein contained are a material inducement to the purchase of the Obligations. This Ordinance shall constitute a contract with the Holders from time to time, shall be binding on the Issuer and its successors and assigns, and shall not be amended or repealed by the Issuer so long as any Obligation remains Outstanding except as permitted in this Section. The Issuer may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the Issuer may, with the written consent of Holders holding a majority in aggregate principal amount of the Obligations then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Ordinance; provided, however that, without the consent of all Holders of Outstanding Obligations, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Obligations, reduce the principal amount thereof, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, or interest on the Obligations, (2) give any preference to any Obligation over any other Obligation, or (3) reduce the aggregate principal amount of Obligations required for consent to any such amendment, addition, or rescission.

SECTION 26: Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the Issuer, Bond Counsel, Paying Agent/Registrar, and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the Issuer, Bond Counsel, the Paying Agent/Registrar, and the Holders.

SECTION 27: Inconsistent Provisions. All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 28: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 29: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 30: Severability. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Governing Body hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 31: Incorporation of Preamble Recitals. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Governing Body.

SECTION 32: Authorization of Paying Agent/Registrar Agreement. The Governing Body of the Issuer hereby finds and determines that it is in the best interest of the Issuer to authorize the execution of a Paying Agent/Registrar Agreement concerning the payment, exchange, registration, and transferability of the Obligations. A copy of the Paying Agent/Registrar Agreement is attached hereto, in substantially final form, as Exhibit A and is incorporated by reference to the provisions of this Ordinance.

SECTION 33: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is finally adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 34: Unavailability of Authorized Publication. If, because of the temporary or permanent suspension of any newspaper, journal, or other publication, or, for any reason, publication of notice cannot be made meeting any requirements herein established, any notice required to be published by the provisions of this Ordinance shall be given in such other manner and at such time or times as in the judgment of the Issuer or of the Paying Agent/Registrar shall most effectively approximate such required publication and the giving of such notice in such manner shall for all purposes of this Ordinance be deemed to be in compliance with the requirements for publication thereof.

SECTION 35: No Recourse Against Issuer Officials. No recourse shall be had for the payment of principal of, premium, if any, or interest on any Obligation or for any claim based

thereon or on this Ordinance against any official of the Issuer or any person executing any Obligation.

#### SECTION 36: Continuing Disclosure Undertaking.

##### A. Definitions.

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

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

*SEC* means the United States Securities and Exchange Commission.

The Obligations are being sold pursuant to a private placement with the Purchasers, in a principal amount less than \$1,000,000, and therefore SEC Rule 15c2-12 is not applicable to the offering of the Obligations. Accordingly, no contract to provide continuing disclosure information after the issuance of the Obligations has been made by the Issuer with investors.

#### SECTION 37: Book-Entry Only System.

The Obligations may be registered so as to participate in a securities depository system (the *DTC System*) with the Depository Trust Company, New York, New York, or any successor entity thereto (*DTC*), as set forth herein. Each Stated Maturity of the Obligations shall be issued (following cancellation of the Initial Obligation described in Section 7) in the form of a separate single definitive Obligation. Upon issuance, the ownership of each such Obligation shall be registered in the name of Cede & Co., as the nominee of DTC, and all of the Outstanding Obligations shall be registered in the name of Cede & Co., as the nominee of DTC. The Issuer and the Paying Agent/Registrar are authorized to execute, deliver, and take the actions set forth in such letters to or agreements with DTC as shall be necessary to effectuate the DTC System, including the Letter of Representations attached hereto as Exhibit C (the *Representation Letter*). With respect to the Obligations registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any broker-dealer, bank, or other financial institution for which DTC holds the Obligations from time to time as securities depository (a *Depository Participant*) or to any person on behalf of whom such a Depository Participant holds an interest in the Obligations (an *Indirect Participant*). Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any Depository Participant with respect to any ownership interest in the Obligations, (ii) the delivery to any Depository Participant or any other person, other than a registered owner of the Obligations, as shown on the Security Register, of any notice with respect to the Obligations, or (iii) the delivery to any Depository Participant or any Indirect Participant or any other Person, other than a Holder of an Obligation, of any amount with respect to principal of, premium, if any, or interest on the Obligations. While in the DTC System, no person other than Cede & Co., or any successor thereto, as nominee for DTC, shall receive a bond certificate evidencing the obligation of the Issuer to make payments of principal, premium, if any, or interest on the Obligations pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new

nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks or drafts being mailed to the Holder, the word “Cede & Co.” in this Ordinance shall refer to such new nominee of DTC.

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

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

**SECTION 38: Further Procedures.** The officers and employees of the Issuer are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Issuer all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the initial sale and delivery of the Obligations, the Paying Agent/Registrar Agreement, and the Purchase Contract. In addition, prior to the initial delivery of the Obligations, any Authorized Official and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance, (ii) obtain a rating from any of the national bond rating agencies, or (iii) obtain the approval of the Obligations by the Texas Attorney General’s office. In case any officer of the Issuer whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

**SECTION 39: Contracts with Financial Advisor and/or Bond Counsel.** The Governing Body authorizes the Mayor and/or the City Manager, or their designees, to take all actions necessary to execute any necessary financial advisory contracts with SAMCO Capital Markets, Inc., as the financial advisor to the City (the *Financial Advisor*). The City understands that under applicable federal securities laws and regulations that the City must have a contractual arrangement with its Financial Advisor relating to the sale, issuance, and delivery of the Obligations. In

addition, the Governing Body also authorizes the Mayor and/or the City Manager, or their designees, to take all actions necessary to execute any necessary engagement agreement with Cantu Harden LLP, as the Bond Counsel to the City.

SECTION 40: Accounting Reports. The Issuer shall provide annually to the Purchasers, for so long as they are the holder of the Obligations, within 270 days after the end of each fiscal year ending in or after 2022, financial information and operating data with respect to the Issuer; provided that such financial statements so to be provided shall be (1) prepared in accordance with the generally accepted accounting principles, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to Texas law or regulations, and (2) audited, if the Issuer commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the Issuer shall provide (1) unaudited financial statements for the applicable fiscal year within 270 days after the end of such fiscal year, and (2) audited financial statements for the applicable fiscal year to the Purchasers when and if the audit report on such statements become available.

SECTION 41: Issuer's Consent to Provide Information and Documentation to the Texas MAC. The Municipal Advisory Council of Texas (the *Texas MAC*), a non-profit membership corporation organized exclusively for non-profit purposes described in section 501(c)(6) of the Internal Revenue Code and which serves as a comprehensive financial information repository regarding municipal debt issuers in Texas, requires provision of written documentation regarding the issuance of municipal debt by the issuers thereof. In support of the purpose of the Texas MAC and in compliance with applicable law, the Issuer hereby consents to and authorizes any Authorized Representative, Bond Counsel to the Issuer, and/or Financial Advisor to the Issuer to provide to the Texas MAC information and documentation requested by the Texas MAC relating to the Obligations; provided, however, that no such information and documentation shall be provided prior to the Closing Date. This consent and authorization relates only to information and documentation that is a part of the public record concerning the issuance of the Obligations.

SECTION 42: Effective Date. Pursuant to the provisions of Section 1201.028, as amended, Texas Government Code, this Ordinance shall be effective immediately upon adoption.

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PASSED, APPROVED, AND ADOPTED on the 15<sup>th</sup> day of September, 2022.

CITY OF JOSHUA, TEXAS

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Mayor

ATTEST:

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City Secretary

(CITY SEAL)

## INDEX TO EXHIBITS

Exhibit A .....	Paying Agent/Registrar Agreement
Exhibit B .....	Purchase Contract
Exhibit C .....	DTC Letter of Representations

**EXHIBIT A**  
**Paying Agent/Registrar Agreement**

See Tab No. \_\_\_\_

**EXHIBIT B**  
**Purchase Contract**

See Tab No. \_\_\_\_

**EXHIBIT C**  
**DTC Letter of Representations**

See Tab No. \_\_\_\_

## **CITY OF JOSHUA NOTICE OF PUBLIC HEARING**

Notice is hereby given that the City Council of the City of Joshua, Texas will hold a public hearing on September 15, 2022, at 6:30 p.m. in the City Council Chamber located in City Hall, 101 South Main Street, Joshua, Texas.

The purpose of the public hearing is for consideration of the adoption of the proposed budget for the fiscal year beginning October 1, 2022 and ending September 30, 2023. At this time all citizens of the City of Joshua will be given an opportunity to provide written or oral comments concerning the proposed budget. Copies of the proposed budget are available for review with the City Secretary's Office and on the City website at [www.cityjoshuatx.us](http://www.cityjoshuatx.us).

This budget is estimated to raise more revenue from property taxes than last year's budget by an amount of \$193,529 which is an 6.73% percent increase from last year's budget. The estimate property tax revenue to be raised from new property added to the roll this year is \$286,193.



# NOTICE OF PUBLIC HEARING ON TAX INCREASE

Item 3.

A tax rate of \$0.711493 per \$100 valuation has been proposed by the governing body of City of Joshua.

PROPOSED TAX RATE	\$0.711493 per \$100
NO-NEW-REVENUE TAX RATE	\$0.663745 per \$100
VOTER-APPROVAL TAX RATE	\$0.717950 per \$100

The no-new-revenue tax rate is the tax rate for the 2022 tax year that will raise the same amount of property tax revenue for City of Joshua from the same properties in both the 2021 tax year and the 2022 tax year.

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

The proposed tax rate is greater than the no-new-revenue tax rate. This means that City of Joshua is proposing to increase property taxes for the 2022 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON September 15, 2022 AT 6:30 pm AT Joshua City Hall, 101 South Main Street, Joshua, TX 76058.

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

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

Property tax amount= (tax rate) x (taxable value of your property)/100

<b>FOR the proposal:</b>	Scott Kimble	Johnny Waldrip
	Angela Nichols	Robert Fleming
	Shelly Anderson	

**AGAINST the proposal:** None

**PRESENT** and not voting:None

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

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

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

	2021	2022	Change
<b>Total tax rate (per</b>	\$0.711493	\$0.711493	increase of 0.000000, or

<b>\$100 of value)</b>			0.00%	<b>Item 3.</b>
<b>Average homestead taxable value</b>	\$200,202	\$233,521	increase of 33,319, or 16.64%	
<b>Tax on average homestead</b>	\$1,424.42	\$1,661.49	increase of 237.07, or 16.64%	
<b>Total tax levy on all properties</b>	\$2,914,420	\$3,380,606	increase of 466,186, or 16.00%	

For assistance with tax calculations, please contact the tax assessor for City of Joshua at 817-558-0122 or [jcto@johnsoncountytexas.org](mailto:jcto@johnsoncountytexas.org), or visit [johnson.truthintaxes.com](http://johnson.truthintaxes.com) for more information.



**City Council Agenda  
September 15, 2022**

**Ordinance**

**(Action Item)**

**Agenda Description:**

Discuss, Consider, and Act on Approval of the Fiscal Year 2022-23 Annual Budget

**Background Information:**

Annual Budget has been filed with the City Secretary and is presented to the City Council for approval.

**Financial Information:**

Budget Document included.

**City Contact and Recommendations:**

Mike Peacock, City Manager recommends approval.

**Attachments:**

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

**AN ORDINANCE OF THE CITY OF JOSHUA, TEXAS, APPROVING AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023, AND MAKING APPROPRIATIONS FOR EACH DEPARTMENT, PROJECT AND ACCOUNT; REPEALING CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.**

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

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

**WHEREAS**, the City Manager of the City has filed with the City Secretary a budget outlining all proposed expenditures of the government of the City for the fiscal year beginning October 1, 2022, and ending September 30, 2023 (hereinafter referred as the “Budget”); and

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

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

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

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

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

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

### **SECTION 1**

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

### **SECTION 2**

The Budget (Attachment "A") of the revenues of the City and the expenses of conducting the affairs thereof for the ensuing fiscal year beginning October 1, 2022 and ending September 30, 2023, as modified by the City Council, be and the same is, in all things adopted and approved as the Budget of the City of Joshua for the fiscal year beginning October 1, 2022, and ending September 30, 2023, and there is hereby appropriated from the funds indicated such projects, operations, activities, purchases and other expenditures as proposed in the Budget.

### **SECTION 3**

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

### **SECTION 4**

The revised figures, prepared and submitted by the City Manager for the 2022/2023 budget, be and the same are hereby, in all things, approved and appropriated, and any necessary transfers between accounts and departments are hereby authorized, approved and appropriated.

### **SECTION 5**

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

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

**SECTION 6**

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

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, ON THIS THE 15<sup>TH</sup> DAY OF SEPTEMBER 2022.**

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
Terrence S. Welch, City Attorney



## EXHIBIT “A”



September 8, 2022

To the Honorable Mayor and Members of the City Council:

In accordance with the Civil Statutes of the State of Texas, I present the following document for the Proposed Annual Budget for the Fiscal Year 2022-23. This proposed budget is designed to provide you with the overall financial plan to provide city services for the upcoming year. In addition, this proposed budget provides the funding for planned expenditures, contingency appropriations for operating funds that total \$7.901M.

The FY2022-23 Proposed Budget is balanced without the use of fund balance reserves. Revenues over proposed expenditures are \$188,818. This amount could be allocated by the council as needed. The Budget is based on the Voter Approval Rate of \$0.711493 which is the same rate as the current FY 2021-22 Annual Budget.

The following are the funding sources for the city.

**Property Tax Revenue-** based on estimations by the Tax Assessor's Office and the Johnson County Appraisal District Certified Values, an increase of \$193,529 (6.73%) is projected for FY 2022-23. The proposed Tax Rate dedicated for the operations of the city is \$0.504378/\$100 assessed valuation and, the rate dedicated to debt service is \$0.189462/\$100 assessed valuation.

**Debt Service Fund-** is a legally restricted fund utilized to account for revenues recognized to liquidate the debt service requirements of the City's general obligation debt and account for short-term Notes Payable. Expenditures from this fund are projected to be \$1,315,503 for FY 2022-23. Of that amount, \$211,423 will be covered by excess debt collection fees from FY 2021-22. The remaining debt service of \$928,022 is allocated by the debt service revenue in the proposed tax rate, less a payment from the TIF#1 (\$154,553). There is an additional debt from a tax note for \$1,000,000 to provide funding for Engineering, Architecture, land purchase and other items as approved by the council. The current property tax rate includes this proposal.

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

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

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

The Type A EDC provides projected revenues of \$625,000.00, excluding the fund balance. Expenditures budgeted for FY2022-23 include business development, capital improvements, debt service, and transfers totaling \$485,505 Revenues over expenditures of \$239,995 are projected.

The Type B EDC/Park Board Fund will provide projected revenues of \$644,000, excluding fund balance. Expenditures budgeted for FY 2022-23 include park operations, construction, maintenance, and transfers totaling \$489,128. Revenue over expenditures of \$155,372 are projected.

**Court Technology and Building Security Funds**- are established by law to assist in funding of expenditures related to purchasing or maintaining technology enhancements for municipal court. The Court Building Security Fund was also established by law to account for expenditures related to security for the municipal court. Total revenues for these funds collectively are projected to be \$17,000, with anticipated expenditures of \$6,419.

**Hotel Occupancy Tax Fund**- established by law to assist in funding of expenditures related to tourism and community development. Total revenues for this fund are projected to be \$35,000 and no expenditures.

### **Property Taxes**

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

The Proposed "Voter Approval Rate" dedicated to general operations is \$0.522032/\$100 assessed valuation, and the rate dedicated to debt service is \$0.189461/\$100.

**City of Joshua**  
**Fiscal Year 2022-2023 Budget**  
**Property Tax Revenue & Proposed Tax Rates**

<b>2022 Estimated Tax Base*</b>	<b>\$</b>	<b>569,562,857</b>
<b>FY 2022-23 M&amp;O Tax Rate</b>	<b>\$</b>	<b>0.522032</b>
<b>FY 2022-23 Debt Tax Rate</b>	<b>\$</b>	<b>0.189461</b>
<b>FY 2022-23 Total Tax Rate</b>	<b>\$</b>	<b>0.711493</b>
<b>FY 2021-22 Tax Revenue</b>	<b>\$</b>	<b>3,068,109</b>

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

<b>FY 2022-23 “No New Revenue Tax Rate”</b>	<b>\$0.687280</b>
<b>FY 2022-23 “Voter Approval Tax Rate”</b>	<b>\$0.711493</b>
<b>FY 2022-23 “De Minimus” Tax Rate</b>	<b>\$0.768401</b>

The overall year-to-year increase in property tax value reflects the current growth pattern in the region primarily in part to residential development and increases in the market appraisals by the Johnson County Appraisal District. Protests in property values remain high in comparison to the past two years. Changes in the appraisal process established in the 85<sup>th</sup> Legislative session also account for differences in appraisal values.

As in 2021, it is expected that growth will continue to increase at an even higher rate than experienced during the last fiscal year. Residential development will continue to increase with the development of new subdivisions, additional phases in existing subdivisions, and commercial development in Joshua Station and Downtown continue to increase at a steady rate.

**Sales Taxes**

Revenue generated from sales tax is based on a 0.01 tax rate. Sales tax is the second-largest source of revenue for the General Fund. Sales tax for FY2022-23 is projected to be \$1,250,000, an increase of \$250,000. (25.0%) from FY 2021-22. Sales tax revenues remain high in online sales.

**SUMMARY AND ACKNOWLEDGMENTS**

The Proposed Fiscal Year 2022-23 Annual Operating Budget for the City of Joshua has been developed to assure that operating expenses for this budget year are financially sustainable and reflect the priorities established by the City Council. Recurring revenue sources and expenses, as well as projected revenue sources and expenses, have been considered in order to achieve the fundamental purpose of the city, which is to.


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

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


In preparing this FY 2022-23 Budget, I would like to acknowledge the valuable contribution and teamwork of the department heads and specifically Joanna McClenny, Alice Holloway, and Amber Bransom, who assisted in the preparation of this budget alongside myself, working as a team.


Respectfully Submitted,


Mike Peacock,  
City Manager


				
	2020-2021 Audited	2021-2022 Amended Budget	2022-2023 Proposed Budget	Variance Proposed to Amended
<b>Tax Revenue</b>				
100-4000 GF Property Tax	\$2,486,559.21	\$2,874,580.00	\$3,068,109.00	\$193,529.00
100-4001 GF Property Tax Penalty	\$11,541.46	\$11,000.00	\$11,000.00	\$0.00
100-4002 GF Property Tax Interest	\$8,072.74	\$7,500.00	\$7,500.00	\$0.00
100-4003 City Sales Taxes	\$1,042,058.90	\$1,000,000.00	\$1,250,000.00	\$250,000.00
100-4005 Mixed Beverage Tax	\$11,688.89	\$10,400.00	\$12,000.00	\$1,600.00
100-4006 Franchise Taxes	\$346,471.40	\$391,500.00	\$391,500.00	\$0.00
<b>Total Tax Revenue</b>	<b>\$3,906,392.60</b>	<b>\$4,294,980.00</b>	<b>\$4,740,109.00</b>	<b>\$445,129.00</b>
<b>Charges for Services</b>				
100-4008 ESD Contract Fee	\$155,975.50	\$156,000.00	\$194,000.00	\$38,000.00
100-4008.02 ESD Incentive	\$9,171.66	\$5,000.00	\$5,000.00	\$0.00
100-4108 Trash Collection Service Charges	\$337,375.90	\$350,000.00	\$200,000.00	(\$150,000.00)
<b>Total Charges for Services</b>	<b>\$502,523.06</b>	<b>\$511,000.00</b>	<b>\$399,000.00</b>	<b>(\$112,000.00)</b>
<b>Fees</b>				
100-4100 Permits/Fees	\$794,609.96	\$650,000.00	\$650,000.00	\$0.00
100-4101 Fines/Court Fees	\$163,352.10	\$210,000.00	\$210,000.00	\$0.00
100-4102 Rabies Vouchers	\$1,385.00	\$1,000.00	\$1,600.00	\$600.00
100-4105 Gas Well Fees	\$18,400.00	\$30,000.00	\$30,000.00	\$0.00
100-4109 Utility Penalties	\$1,129.91	\$5,600.00	\$5,600.00	\$0.00
100-4110 Utility Admin Fees	\$13,461.12	\$13,215.00	\$13,215.00	\$0.00
100-4112 Pet Adoption Fees	\$0.00	\$0.00	\$44,000.00	\$44,000.00
100-4113 Pet Microchip Fees	\$0.00	\$0.00	\$1,200.00	\$1,200.00
100-4115 Local Truancy and Prevention	\$8,467.81	\$6,000.00	\$6,000.00	\$0.00
100-4116 Municipal Jury Fund	\$169.27	\$0.00	\$500.00	\$500.00
100-4117 Time Payment Reimbursement	\$1,071.47	\$0.00	\$1,000.00	\$1,000.00
<b>Total Fees</b>	<b>\$1,002,046.64</b>	<b>\$915,815.00</b>	<b>\$963,115.00</b>	<b>\$47,300.00</b>
<b>Donations</b>				
100-4200 Fire Dept Donations	\$0.00	\$500.00	\$500.00	\$0.00
100-4201 Animal Control Donations	\$0.00	\$2,100.00	\$500.00	(\$1,600.00)
100-4202 Police Dept Donations	\$0.00	\$500.00	\$500.00	\$0.00
100-4203 General Fund Donations	<b>\$3,691.72</b>	\$500.00	\$500.00	\$0.00
<b>Total Donations</b>	<b>\$3,691.72</b>	<b>\$3,600.00</b>	<b>\$2,000.00</b>	<b>(\$1,600.00)</b>




				
	2020-2021 Audited	2021-2022 Amended Budget	2022-2023 Proposed Budget	Variance Proposed to Amended
<b>Intergov't. Revenue</b>				
100-4400 Police Department Grants	\$0.00	\$0.00	\$0.00	\$0.00
100-4401 FD Grants	\$4,000.00	\$114,870.00	\$150,183.00	\$35,313.00
100-4402 ESD Grant	\$0.00	\$0.00	\$169,000.00	\$0.00
100-4404 LEOSE/Continuing Education	\$1,332.30	\$1,500.00	\$1,500.00	\$0.00
100-4407 CARES Funding	\$1,349,328.15	\$50,000.00	\$917,902.00	\$867,902.00
<b>Total Intergov't Revenue</b>	<b>\$1,354,660.45</b>	<b>\$166,370.00</b>	<b>\$1,238,585.00</b>	<b>\$1,072,215.00</b>
<b>Fines &amp; Forfeitures</b>				
PD Forfeiture Fund	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Fines &amp; Forfeitures</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Interest Income</b>				
100-4600 Interest Income	\$84.63	\$3,000.00	\$1,000.00	(\$2,000.00)
100-4601 Interest - Bond Revenue	\$0.00	\$0.00	\$0.00	
<b>Total Interest Income</b>	<b>\$84.63</b>	<b>\$3,000.00</b>	<b>\$1,000.00</b>	<b>(\$2,000.00)</b>
<b>Miscellaneous</b>				
100-4901 Misc. Revenue	\$114,847.64	\$50,000.00	\$50,000.00	\$0.00
<b>Total Miscellaneous</b>	<b>\$114,847.64</b>	<b>\$50,000.00</b>	<b>\$50,000.00</b>	<b>\$0.00</b>
<b>Sale of Assets</b>				
100-4904 Proceeds from Disposal	\$7,175.00	\$0.00	\$0.00	\$0.00
<b>Total Sale of Assets</b>	<b>\$7,175.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Transfers</b>				
100-4917 Transfer from Type A	\$30,000.00	\$55,000.00	\$78,210.00	\$23,210.00
100-4918 Transfer from Type B	\$115,696.91	\$387,200.00	\$419,561.00	\$32,361.00
100-4902 Proceeds from Debt	\$0.00	\$0.00	\$1,000,000.00	\$1,000,000.00
100-4919 Transfer from CIP	\$0.00	\$340,000.00	\$0.00	\$0.00
<b>Total Transfers</b>	<b>\$145,696.91</b>	<b>\$782,200.00</b>	<b>\$1,497,771.00</b>	<b>\$715,571.00</b>
<b>Total Revenues</b>	<b>\$7,037,118.65</b>	<b>\$6,726,965.00</b>	<b>\$8,891,580.00</b>	<b>\$2,164,615.00</b>

				
	2020-2021 Audited	2021-2022 Amended Budget	2022-2023 Proposed Budget	Variance Proposed to Amended
<b>Expenditures</b>				
Community Service	\$443,514.97	\$487,715.00	\$349,445.00	(\$138,270.00)
Non-Departmental	\$1,380,204.45	\$306,754.00	\$438,633.00	\$131,879.00
Mayor/Council	\$1,181.15	\$5,050.00	\$215,123.00	\$210,073.00
Administration	\$659,537.93	\$947,740.00	\$897,670.00	(\$50,070.00)
Police Department	\$1,193,737.74	\$1,799,580.00	\$2,036,516.00	\$236,936.00
Public Works Department	\$637,126.17	\$1,423,545.00	\$943,520.00	(\$480,025.00)
Municipal Court	\$99,121.37	\$111,316.00	\$114,945.00	\$3,629.00
Development Services	\$409,674.31	\$494,875.00	\$600,395.00	\$105,520.00
Animal Control	\$188,216.14	\$307,749.00	\$338,566.00	\$30,817.00
Fire Department	\$557,868.61	\$920,885.00	\$1,288,054.00	\$367,169.00
Parks Department	\$122,639.61	\$341,350.00	\$393,491.00	\$52,141.00
Fire Marshal	\$0.00	\$128,080.00	\$175,222.00	\$47,142.00
<b>Total Operating Expenses</b>	<b>\$5,692,822.45</b>	<b>\$7,274,639.00</b>	<b>\$7,791,580.00</b>	<b>\$516,941.00</b>
<b>Revenue to Expenditure</b>	<b>\$1,344,296.20</b>	<b>(\$547,674.00)</b>	<b>\$1,100,000.00</b>	<b>\$1,647,674.00</b>

 Community Service Expenses	2020-2021	2021-2022	2022-2023	Variance
	Audited	Amended Budget	Proposed Budget	Proposed to Amended
100-01-5404 CS Solid Waste Services	\$317,986.91	\$329,000.00	\$187,500.00	(\$141,500.00)
100-01-5711 CS Street Lights	\$67,395.29	\$41,000.00	\$45,000.00	\$4,000.00
100-01-5800 CS Holiday Events	\$13,412.08	\$37,000.00	\$60,000.00	\$23,000.00
100-01-5900 CS JISD Library Operating Expense	\$21,300.00	\$21,265.00	\$21,300.00	\$35.00
100-01-5902 CS CleTran	\$0.00	\$6,600.00	\$7,145.00	\$545.00
100-01-5903 CS City Cleanup	\$5,952.40	\$7,500.00	\$12,500.00	\$5,000.00
100-01-5905 CS Quarterly Newsletter	\$17,468.29	\$15,000.00	\$15,000.00	\$0.00
100-01-5906 CS Crud Cruiser	\$0.00	\$350.00	\$1,000.00	\$650.00
100-01-5945 COVID-19	\$0.00	\$30,000.00	\$0.00	(\$30,000.00)
<b>Total Expenses</b>	<b>\$443,514.97</b>	<b>\$487,715.00</b>	<b>\$349,445.00</b>	<b>(\$138,270.00)</b>

 Non Departmental Expenses	2020-2021 Audited	2021-2022 Amended Budget	2022-2023 Proposed Budget	Variance Proposed to Amended
100-02-5150 ND Training & Travel	\$0.00	\$1,200.00	\$1,200.00	\$0.00
100-02-5160 ND Dues/Memberships	\$6,229.96	\$3,000.00	\$3,000.00	\$0.00
100-02-5401 ND IT Services	\$0.00	\$0.00	\$25,200.00	\$25,200.00
100-02-5402 ND Legal Services	\$51,258.29	\$55,000.00	\$55,000.00	\$0.00
100-02-5403 ND Ordinance Codification	\$3,765.00	\$10,650.00	\$10,650.00	\$0.00
100-02-5420 ND Central Appraisal District	\$42,821.65	\$40,600.00	\$46,435.00	\$5,835.00
100-02-5421 ND County Assessor/Collector	\$5,022.00	\$5,500.00	\$5,500.00	\$0.00
100-02-5500 ND Debt Service & Reports	\$3,192.08	\$4,000.00	\$4,000.00	\$0.00
100-02-5880 ND Employee Events	\$0.00	\$0.00	\$35,000.00	\$35,000.00
100-02-5840 ND 380 Agreement Expenses	\$0.00	\$14,934.00	\$40,000.00	\$25,066.00
100-02-5865 ND TIF1 Expenses	\$78,126.00	\$0.00	\$0.00	\$0.00
100-02-5940 ND Liability Insurance	\$25,248.00	\$37,045.00	\$52,840.00	\$15,795.00
100-02-5941 ND Property Insurance	\$27,953.00	\$20,680.00	\$23,595.00	\$2,915.00
100-02-5942 ND Unrestricted Reserves	\$15,163.17	\$15,000.00	\$0.00	(\$15,000.00)
100-02-5943 ND Technology Replacements	\$670.00	\$90,145.00	\$50,000.00	(\$40,145.00)
100-02-5944 ND Website Maintenance	\$0.00	\$3,000.00	\$7,500.00	\$4,500.00
100-02-5945 ND COVID-19	\$19,755.30	\$0.00	\$10,000.00	\$10,000.00
100-02-5946 ND Records Retention	\$0.00	\$6,000.00	\$1,000.00	(\$5,000.00)
100-02-5979 Transfer to Capital	\$1,101,000.00	\$0.00	\$67,713.00	\$67,713.00
<b>Total Expenses</b>	<b>\$1,380,204.45</b>	<b>\$306,754.00</b>	<b>\$438,633.00</b>	<b>\$131,879.00</b>


 <b>City Secretary/ Mayor/Council Expenses</b>					<b>2020-2021 Audited</b>	<b>2021-2022 Amended Budget</b>	<b>2022-2023 Proposed Budget</b>	<b>Variance Proposed to Amended</b>
100-03-5110 M/C Salaries					\$0.00	\$0.00	\$152,062.00	\$152,062.00
100-03-5112 M/C Worker's Comp					\$0.00	\$0.00	\$385.00	\$385.00
100-03-5117 M/C Longevity Pay					\$0.00	\$0.00	\$540.00	\$540.00
100-03-5120 M/C Payroll Taxes					\$0.00	\$0.00	\$2,231.00	\$2,231.00
100-03-5130 M/C Benefits					\$0.00	\$0.00	\$17,224.00	\$17,224.00
100-03-5140 M/C TMRS					\$0.00	\$0.00	\$8,881.00	\$8,881.00
100-03-5150 M/C Training & Travel					\$109.32	\$2,000.00	\$4,000.00	\$2,000.00
100-03-5160 M/C Dues/Memberships					\$0.00	\$0.00	\$800.00	\$800.00
100-03-5213 M/C Uniforms					\$0.00	\$1,050.00	\$2,000.00	\$950.00
100-03-5220 M/C Office Supplies					\$361.65	\$500.00	\$1,500.00	\$1,000.00
100-03-5222 M/C Postage					\$0.00	\$0.00	\$500.00	\$500.00
100-03-5240 M/C Election Expenses					\$0.00	\$0.00	\$6,000.00	\$6,000.00
100-03-5250 M/C Office Equip. & Furniture					\$0.00	\$0.00	\$2,000.00	\$2,000.00
100-03-5262 M/C Events & Awards					\$710.18	\$1,500.00	\$1,500.00	\$0.00
100-03-5402 M/C IT Services					\$0.00	\$0.00	\$1,000.00	\$1,000.00
100-03-5410 M/C Software Maintenance					\$0.00	\$0.00	\$4,000.00	\$4,000.00
100-03-5909 M/C Miscellaneous					\$0.00	\$0.00	\$500.00	\$500.00
100-03-5931 M/C Publishing & Filing Fees					\$0.00	\$0.00	\$10,000.00	\$10,000.00
<b>Total Expenses</b>					<b>\$1,181.15</b>	<b>\$5,050.00</b>	<b>\$215,123.00</b>	<b>\$210,073.00</b>


		2020-2021	2021-2022	2022-2023	Variance
Administration Expenses		Audited	Amended Budget	Proposed Budget	Proposed to Amended
100-04-5110 AD Salaries	\$391,756.47	\$500,050.00	\$577,975.00	\$77,925.00	
100-04-5112 AD Worker's Comp	\$1,045.48	\$1,375.00	\$1,805.00	\$430.00	
100-04-5117 AD Longevity Pay	\$2,012.00	\$2,460.00	\$7,872.00	\$5,412.00	
100-04-5120 AD Payroll Taxes	\$6,929.34	\$8,400.00	\$8,558.00	\$158.00	
100-04-5130 AD Benefits	\$39,035.46	\$91,775.00	\$83,589.00	(\$8,186.00)	
100-04-5140 AD TMRS	\$23,302.66	\$28,930.00	\$34,096.00	\$5,166.00	
100-04-5150 AD Training & Travel	\$1,849.61	\$6,500.00	\$5,000.00	(\$1,500.00)	
100-04-5160 AD Dues/Memberships	\$3,036.56	\$4,300.00	\$3,500.00	(\$800.00)	
100-04-5161 AD Surety Bonds	\$300.00	\$200.00	\$200.00	\$0.00	
100-04-5190 AD Human Resources	\$0.00	\$8,000.00	\$5,000.00	(\$3,000.00)	
100-04-5212 AD Reference Materials	\$270.64	\$500.00	\$500.00	\$0.00	
100-04-5213 AD Uniforms	\$0.00	\$1,000.00	\$2,000.00	\$1,000.00	
100-04-5220 AD Office Supplies	\$5,683.55	\$5,000.00	\$5,000.00	\$0.00	
100-04-5221 AD Printing	\$971.86	\$1,425.00	\$2,000.00	\$575.00	
100-04-5222 AD Postage	\$1,328.15	\$1,775.00	\$1,775.00	\$0.00	
100-04-5240 AD Election Expenses	\$22,027.11	\$6,000.00	\$0.00	(\$6,000.00)	
100-04-5250 AD Office Equip. & Furniture	\$19,396.38	\$28,870.00	\$10,000.00	(\$18,870.00)	
100-04-5330 AD Bldg Repair & Maint	\$52,059.37	\$20,000.00	\$15,000.00	(\$5,000.00)	
100-04-5350 AD Office Equip Repair & Maint	\$9,984.90	\$10,770.00	\$2,000.00	(\$8,770.00)	
100-04-5402 AD IT Services	\$4,257.85	\$11,220.00	\$11,220.00	\$0.00	
100-04-5403 AD Accounting & Audit Expense	\$20,700.00	\$26,000.00	\$30,000.00	\$4,000.00	
100-04-5404 AD Contract Services	\$4,234.50	\$127,200.00	\$20,000.00	(\$107,200.00)	
100-04-5410 AD Software Maintenance	\$11,637.50	\$11,920.00	\$21,510.00	\$9,590.00	
100-04-5605 AD Lease Payments	\$0.00	\$0.00	\$10,000.00	\$10,000.00	
100-04-5710 AD Utilities	\$25,637.04	\$30,000.00	\$30,000.00	\$0.00	
100-04-5750 AD Mobile Technology	\$2,094.12	\$2,570.00	\$2,570.00	\$0.00	
100-04-5909 AD Miscellaneous	\$860.40	\$1,500.00	\$1,500.00	\$0.00	
100-04-5931 AD Publishing & Filing Fees	\$5,109.00	\$10,000.00	\$5,000.00	(\$5,000.00)	
100-04-5945 AD COVID-19	\$4,017.98	\$0.00	\$0.00	\$0.00	
<b>Total Expenses</b>	<b>\$659,537.93</b>	<b>\$947,740.00</b>	<b>\$897,670.00</b>	<b>(\$50,070.00)</b>	







Police Department Expenses	2020-2021 Audited	2021-2022 Amended Budget	2022-2023 Proposed Budget	Variance Proposed to Amended
100-05-5110 PD Salaries	\$777,308.47	\$1,176,855.00	\$1,262,766.00	\$85,911.00
100-05-5111 PD Overtime	\$25,941.26	\$27,500.00	\$27,500.00	\$0.00
100-05-5112 PD Worker's Compensation	\$14,424.21	\$28,420.00	\$39,565.00	\$11,145.00
100-05-5117 PD Longevity Pay	\$3,120.00	\$3,905.00	\$9,312.00	\$5,407.00
100-05-5120 PD Payroll Taxes	\$18,455.29	\$20,215.00	\$19,015.00	(\$1,200.00)
100-05-5130 PD Benefits	\$65,279.65	\$143,010.00	\$163,628.00	\$20,618.00
100-05-5140 PD TMRS	\$44,145.75	\$66,215.00	\$75,635.00	\$9,420.00
100-05-5150 PD Training & Travel	\$4,994.31	\$12,700.00	\$12,500.00	(\$200.00)
100-05-5160 PD Dues/Memberships	\$1,421.00	\$1,390.00	\$1,775.00	\$385.00
100-05-5161 PD Surety Bonds	\$100.00	\$100.00	\$100.00	\$0.00
100-05-5180 PD Citizens Police Academy	\$285.61	\$500.00	\$500.00	\$0.00
100-05-5213 PD Uniforms	\$4,768.45	\$9,000.00	\$10,500.00	\$1,500.00
100-05-5215 PD Law Enforcement Supplies	\$3,826.34	\$3,400.00	\$4,500.00	\$1,100.00
100-05-5217 PD Criminal Investigation	\$5,326.33	\$4,000.00	\$3,200.00	(\$800.00)
100-05-5218 PD Awards/Medals/Badges	\$85.95	\$150.00	\$4,000.00	\$3,850.00
100-05-5219 PD Public Relations	\$70.99	\$150.00	\$150.00	\$0.00
100-05-5220 PD Office Supplies	\$2,191.84	\$2,800.00	\$3,500.00	\$700.00
100-05-5221 PD Printing	\$16.52	\$0.00	\$0.00	\$0.00
100-05-5222 PD Shipping & Postage	\$532.49	\$500.00	\$750.00	\$250.00
100-05-5250 PD Equipment and Furniture	\$1,978.85	\$2,000.00	\$5,000.00	\$3,000.00
100-05-5260 PD Vests/Safety Equipment	\$2,108.28	\$10,250.00	\$10,000.00	(\$250.00)
100-05-5310 PD Vehicle Repair & Maint	\$8,527.04	\$10,500.00	\$10,500.00	\$0.00
100-05-5310.01 PD Fuel, Oil & Service	\$24,826.54	\$47,500.00	\$50,000.00	\$2,500.00
100-05-5320 PD Equipment Repair & Maint	\$1,265.12	\$1,000.00	\$1,000.00	\$0.00
100-05-5330 PD Bldg Repair & Maint	\$36,791.50	\$14,000.00	\$14,000.00	\$0.00
100-05-5351 PD Copier/Support	\$6,249.56	\$6,600.00	\$0.00	(\$6,600.00)
100-05-5402 PD IT Services	\$5,890.12	\$14,280.00	\$14,280.00	\$0.00
100-05-5404 PD Contract Services	\$67,144.52	\$91,000.00	\$90,860.00	(\$140.00)
100-05-5408 PD Reporting System	\$20,775.70	\$25,000.00	\$27,500.00	\$2,500.00
100-05-5601 PD Capital Outlay > \$5,000.	\$0.00	\$17,000.00	\$0.00	(\$17,000.00)
100-05-5601 PD Capital Outlay < \$5,000.	\$6,554.78	\$6,800.00	\$6,000.00	(\$800.00)
100-05-5605 PD Lease Payments	\$0.00	\$18,840.00	\$133,875.00	\$115,035.00
100-05-5611 PD Principal Payments	\$8,000.00	\$8,920.00	\$9,255.00	\$335.00
100-05-5612 PD Interest Expense	\$1,600.82	\$680.00	\$350.00	(\$330.00)
100-05-5710 PD Utilities	\$12,372.87	\$15,000.00	\$15,000.00	\$0.00
100-05-5750 PD Mobile Technology	\$4,599.10	\$9,000.00	\$9,000.00	\$0.00
100-05-5909 PD Miscellaneous	\$199.42	\$400.00	\$1,000.00	\$600.00
100-05-5945 PD COVID-19	\$12,559.06	\$0.00	\$0.00	\$0.00
<b>Total Expenses</b>	<b>\$1,193,737.74</b>	<b>\$1,799,580.00</b>	<b>\$2,036,516.00</b>	<b>\$236,936.00</b>

 Public Works Expenses	2020-2021 Audited	2021-2022 Amended Budget	2022-2023 Proposed Budget	Variance Proposed to Amended
100-06-5110 PW Salaries	\$189,976.51	\$269,845.00	\$307,850.00	\$38,005.00
100-06-5111 PW Overtime	\$3,371.53	\$1,800.00	\$2,500.00	\$700.00
100-06-5112 PW Worker's Compensation	\$7,713.36	\$12,610.00	\$15,410.00	\$2,800.00
100-06-5117 PW Longevity	\$1,056.00	\$1,265.00	\$2,472.00	\$1,207.00
100-06-5120 PW Payroll Taxes	\$4,380.01	\$5,610.00	\$4,590.00	(\$1,020.00)
100-06-5130 PW Benefits	\$26,904.65	\$55,740.00	\$51,672.00	(\$4,068.00)
100-06-5140 PW TMRS	\$11,919.96	\$16,140.00	\$18,206.00	\$2,066.00
100-06-5150 PW Training & Travel	\$317.50	\$1,500.00	\$6,000.00	\$4,500.00
100-06-5213 PW Uniforms	\$6,830.81	\$9,000.00	\$9,000.00	\$0.00
100-06-5220 PW Office Supplies	\$284.70	\$300.00	\$1,000.00	\$700.00
100-06-5261 PW Equipment Rentals	\$961.27	\$1,000.00	\$1,000.00	\$0.00
100-06-5270 PW Street Supplies & Materials	\$175,120.10	\$763,055.00	\$200,000.00	(\$563,055.00)
100-06-5310 PW Vehicle Repair & Maint	\$10,208.85	\$37,500.00	\$25,000.00	(\$12,500.00)
100-06-5310.01 PW Fuel, Oil & Service	\$10,799.95	\$16,500.00	\$20,000.00	\$3,500.00
100-06-5320 PW Equipment Repair & Maint	\$29,604.94	\$25,000.00	\$25,000.00	\$0.00
100-06-5330 PW Bldg Repair & Maint	\$5,306.59	\$13,000.00	\$13,000.00	\$0.00
100-06-5331 PW Sign Repair & Maint	\$9,888.16	\$5,800.00	\$5,800.00	\$0.00
100-06-5332 PW Minor Tools	\$335.88	\$500.00	\$500.00	\$0.00
100-06-5350 PW Office Equip R & M	\$359.97	\$1,500.00	\$1,500.00	\$0.00
100-06-5402 PW IT Services	\$1,517.08	\$2,040.00	\$2,040.00	\$0.00
100-06-5404 PW Contract Services	\$2,886.98	\$18,200.00	\$19,060.00	\$860.00
100-06-5600 PW Capital Outlay >\$5,000.	\$23,690.00	\$0.00	\$6,565.00	\$6,565.00
100-06-5601 PW Capital Outlay <\$5,000	\$1,677.99	\$0.00	\$0.00	\$0.00
100-06-5605 PW Lease Payments	\$0.00	\$44,055.00	\$54,325.00	\$10,270.00
100-06-5611 PW Principal Payments	\$90,689.97	\$94,980.00	\$123,025.00	\$28,045.00
100-06-5612 PW Interest Expense	\$13,186.61	\$8,905.00	\$10,305.00	\$1,400.00
100-06-5670 PW Drainage Utility	\$0.00	\$10,000.00	\$10,000.00	\$0.00
100-06-5710 PW Building Utilities	\$4,556.68	\$5,000.00	\$5,000.00	\$0.00
100-06-5750 PW Mobile Technology	\$1,246.32	\$2,700.00	\$2,700.00	\$0.00
100-06-5945 PW COVID-19	\$2,333.80	\$0.00	\$0.00	\$0.00
<b>Total Expenses</b>	<b>\$637,126.17</b>	<b>\$1,423,545.00</b>	<b>\$943,520.00</b>	<b>(\$480,025.00)</b>

				
Municipal Court Expenses	2020-2021 Audited	2021-2022 Amended Budget	2022-2023 Proposed Budget	Variance Proposed to Amended
100-07-5110 MC Salaries	\$47,929.17	\$54,096.00	\$58,032.00	\$3,936.00
100-07-5111 MC Overtime	\$959.57	\$600.00	\$600.00	\$0.00
100-07-5112 MC Worker's Comp	\$195.20	\$140.00	\$155.00	\$15.00
100-07-5117 MC Longevity Pay	\$900.00	\$1,185.00	\$2,988.00	\$1,803.00
100-07-5120 MC Payroll Taxes	\$1,448.63	\$1,100.00	\$902.00	(\$198.00)
100-07-5130 MC Benefits	\$5,710.55	\$8,550.00	\$8,612.00	\$62.00
100-07-5140 MC TMRS	\$2,985.95	\$3,175.00	\$3,586.00	\$411.00
100-07-5150 MC Training & Travel	\$554.64	\$2,000.00	\$2,000.00	\$0.00
100-07-5160 MC Dues/Memberships	\$55.00	\$100.00	\$100.00	\$0.00
100-07-5161 MC Surety Bond	\$100.00	\$100.00	\$100.00	\$0.00
100-07-5220 MC Office Supplies	\$88.29	\$200.00	\$200.00	\$0.00
100-07-5221 MC Printing	\$1,124.03	\$650.00	\$650.00	\$0.00
100-07-5222 MC Postage	\$638.64	\$1,000.00	\$1,000.00	\$0.00
100-07-5350 MC Office Equipment R&M	\$2,032.60	\$2,000.00	\$0.00	(\$2,000.00)
100-07-5401 MC IT Services	\$913.68	\$1,020.00	\$1,020.00	\$0.00
100-07-5402 MC Legal	\$3,502.40	\$6,000.00	\$6,000.00	\$0.00
100-07-5404 MC Contract Service	\$26,418.00	\$26,400.00	\$26,000.00	(\$400.00)
100-07-5410 MC Warrant Collection Fee	\$1,758.00	\$2,000.00	\$2,000.00	\$0.00
100-07-5910 MC Warrant Entry Fees	\$367.47	\$1,000.00	\$1,000.00	\$0.00
100-07-5945 MC COVID-19	\$1,439.55	\$0.00	\$0.00	\$0.00
<b>Total Expenses</b>	<b>\$99,121.37</b>	<b>\$111,316.00</b>	<b>\$114,945.00</b>	<b>\$3,629.00</b>


				
Development Services Expenses	2020-2021 Audited	2021-2022 Amended Budget	2022-2023 Proposed Budget	Variance Proposed to Amended
100-08-5110 DS Salaries	\$149,791.05	\$208,385.00	\$274,604.00	\$66,219.00
100-08-5111 DS Overtime	\$487.88	\$500.00	\$500.00	\$0.00
100-08-5112 DS Worker's Comp	\$675.16	\$1,015.00	\$1,135.00	\$120.00
100-08-5117 DS Longevity Pay	\$688.00	\$855.00	\$1,260.00	\$405.00
100-08-5120 DS Payrol Taxes	\$2,487.36	\$3,720.00	\$4,052.00	\$332.00
100-08-5130 DS Benefits	\$17,407.24	\$33,640.00	\$43,060.00	\$9,420.00
100-08-5140 DS TMRS	\$9,141.76	\$12,440.00	\$16,084.00	\$3,644.00
100-08-5150 DS Training & Travel	\$1,157.48	\$4,800.00	\$4,800.00	\$0.00
100-08-5160 DS Dues/Memberships	\$149.90	\$300.00	\$300.00	\$0.00
100-08-5161 DS Surety Bonds	\$200.00	\$300.00	\$300.00	\$0.00
100-08-5213 DS Uniforms	\$0.00	\$1,000.00	\$1,000.00	\$0.00
100-08-5220 DS Office Supplies	\$238.87	\$900.00	\$2,000.00	\$1,100.00
100-08-5221 DS Printing	\$988.92	\$1,500.00	\$1,500.00	\$0.00
100-08-5222 DS Postage	\$298.33	\$400.00	\$400.00	\$0.00
100-08-5250 DS Office Equipment & Furniture	\$4,197.94	\$1,400.00	\$1,400.00	\$0.00
100-08-5310 DS Vehicle R&M	\$125.56	\$500.00	\$500.00	\$0.00
100-08-5310.01 DS Fuel, Oil & Service	\$591.27	\$1,500.00	\$1,800.00	\$300.00
100-08-5330 DS Building R&M	\$0.00	\$22,200.00	\$10,000.00	(\$12,200.00)
100-08-5402 DS IT Services	\$1,326.07	\$3,060.00	\$3,060.00	\$0.00
100-08-5403 DS Permits Software	\$6,615.00	\$3,860.00	\$4,055.00	\$195.00
100-08-5404 DS Contract Services	\$6,224.00	\$2,500.00	\$6,500.00	\$4,000.00
100-08-5406 DS Nuisance Abatement	\$500.00	\$0.00	\$0.00	\$0.00
100-08-5605 DS Lease Payments	\$0.00	\$5,665.00	\$37,650.00	\$31,985.00
100-08-5710 DS Utilities	\$0.00	\$3,800.00	\$3,800.00	\$0.00
100-08-5750 DS Mobile Technology	\$1,035.36	\$1,510.00	\$1,510.00	\$0.00
100-08-5932 DS Engineering Services	\$147,194.83	\$96,370.00	\$96,370.00	\$0.00
100-08-5933 DS Planning	\$26,970.55	\$52,755.00	\$52,755.00	\$0.00
100-08-5934 DS Gas Well Inspections	\$26,000.00	\$30,000.00	\$30,000.00	\$0.00
100-08-5945 DS COVID-19	\$5,181.78	\$0.00	\$0.00	\$0.00
<b>Total Expenses</b>	<b>\$409,674.31</b>	<b>\$494,875.00</b>	<b>\$600,395.00</b>	<b>\$105,520.00</b>


				
Animal Control Expenses	2020-2021 Audited	2021-2022 Amended Budget	2022-2023 Proposed Budget	Variance Proposed to Amended
100-09-5110 AC Salaries	\$79,148.75	\$101,984.00	\$150,920.00	\$48,936.00
100-09-5111 AC Overtime	\$1,628.74	\$2,000.00	\$2,000.00	\$0.00
100-09-5112 AC Worker's Comp	\$2,795.12	\$4,075.00	\$5,535.00	\$1,460.00
100-09-5117 AC Longevity Pay	\$1,248.00	\$995.00	\$2,832.00	\$1,837.00
100-09-5120 AC Payroll Taxes	\$1,942.98	\$2,175.00	\$2,294.00	\$119.00
100-09-5130 AC Benefits	\$9,788.70	\$17,590.00	\$25,836.00	\$8,246.00
100-09-5140 AC TMRS	\$4,871.89	\$5,720.00	\$8,784.00	\$3,064.00
100-09-5150 AC Training & Travel	\$1,828.75	\$3,125.00	\$4,325.00	\$1,200.00
100-09-5160 AC Dues/Memberships	\$150.00	\$100.00	\$300.00	\$200.00
100-09-5161 AC Surety Bond	\$300.00	\$300.00	\$400.00	\$100.00
100-09-5213 AC Uniforms	\$1,001.08	\$1,500.00	\$2,000.00	\$500.00
100-09-5220 AC Office Supplies	\$662.28	\$750.00	\$750.00	\$0.00
100-09-5222 AC Postage	\$761.63	\$550.00	\$1,000.00	\$450.00
100-09-5250 AC Office Equip & Furniture	\$6,973.25	\$7,745.00	\$5,000.00	(\$2,745.00)
100-09-5262 AC Misc Shelter Equipment	\$0.00	\$0.00	\$15,150.00	\$15,150.00
100-09-5283 AC Staff Immunizations	\$0.00	\$0.00	\$3,015.00	\$3,015.00
100-09-5280 AC Micro Chips	\$1,195.00	\$1,600.00	\$3,000.00	\$1,400.00
100-09-5282 AC Medical Supplies	\$3,787.01	\$5,825.00	\$7,000.00	\$1,175.00
100-09-5284 AC Rabies Vouchers	\$160.00	\$400.00	\$800.00	\$400.00
100-09-5310 AC Vehicle R&M	\$781.16	\$3,510.00	\$4,510.00	\$1,000.00
100-09-5310.01 AC Fuel, Oil & Service	\$1,331.35	\$2,000.00	\$3,000.00	\$1,000.00
100-09-5330 AC Building R&M	\$42,590.44	\$115,725.00	\$45,000.00	(\$70,725.00)
100-09-5330.01 AC Animal Food	\$3,540.21	\$3,000.00	\$3,500.00	\$500.00
100-09-5350 AC Office Equipment R&M	\$0.00	\$1,820.00	\$100.00	(\$1,720.00)
100-09-5402 AC IT Services	\$3,358.04	\$3,060.00	\$3,060.00	\$0.00
100-09-5404 AC Contract Services	\$2,380.47	\$2,500.00	\$6,500.00	\$4,000.00
100-09-5408 AC Professional Services	\$2,220.50	\$3,500.00	\$5,000.00	\$1,500.00
100-09-5605 AC Lease Payments	\$0.00	\$0.00	\$10,415.00	\$10,415.00
100-09-5710 AC Utilities	\$12,285.67	\$14,500.00	\$14,500.00	\$0.00
100-09-5750 AC Mobile Technology	\$830.88	\$1,700.00	\$2,040.00	\$340.00
100-09-5945 AC COVID-19	\$654.24	\$0.00	\$0.00	\$0.00
<b>Total Expenses</b>	<b>\$188,216.14</b>	<b>\$307,749.00</b>	<b>\$338,566.00</b>	<b>\$30,817.00</b>


**Fire Department  
Expenses**
**2020-2021  
Audited**
**2021-2022  
Amended  
Budget**
**2022-2023  
Proposed  
Budget**
**Variance  
Proposed to  
Amended**

100-10-5110 FD Salaries	\$280,184.24	\$312,125.00	\$591,196.00	\$279,071.00
100-10-5111 FD Overtime	\$4,122.00	\$10,000.00	\$20,000.00	\$10,000.00
100-10-5112 FD Worker's Comp	\$10,797.84	\$20,285.00	\$27,020.00	\$6,735.00
100-10-5113 FD P/T Salaries	\$0.00	\$75,000.00	\$50,000.00	(\$25,000.00)
100-10-5117 FD Longevity Pay	\$404.00	\$720.00	\$1,464.00	\$744.00
100-10-5120 FD Payroll Taxes	\$5,770.90	\$5,930.00	\$10,220.00	\$4,290.00
100-10-5130 FD Benefits	\$15,355.27	\$79,045.00	\$77,508.00	(\$1,537.00)
100-10-5140 FD TMRS	\$16,317.58	\$19,055.00	\$40,371.00	\$21,316.00
100-10-5150 FD Training & Travel	\$4,287.77	\$14,000.00	\$12,000.00	(\$2,000.00)
100-10-5160 FD Dues & Subscriptions	\$4,108.24	\$3,870.00	\$3,684.00	(\$186.00)
100-10-5180 FD Incentive	\$24,148.35	\$28,000.00	\$28,000.00	\$0.00
100-10-5181 FD Staff Immunizations	\$3,260.00	\$4,500.00	\$6,000.00	\$1,500.00
100-10-5182 FD Insurance (VFIS)	\$4,908.00	\$7,000.00	\$7,000.00	\$0.00
100-10-5213 FD Uniforms	\$9,129.21	\$6,000.00	\$8,000.00	\$2,000.00
100-10-5218 FD Awards	\$882.69	\$1,500.00	\$1,500.00	\$0.00
100-10-5220 FD Office Supplies	\$1,251.77	\$1,500.00	\$2,000.00	\$500.00
100-10-5222 FD Postage	\$603.99	\$300.00	\$600.00	\$300.00
100-10-5262 FD Equipment	\$0.00	\$31,275.00	\$27,823.00	(\$3,452.00)
100-10-5264 FD Radios & Mics	\$0.00	\$1,000.00	\$4,000.00	\$3,000.00
100-10-5285 FD Code Enforcement	\$4,992.75	\$0.00	\$0.00	\$0.00
100-10-5290 FD Fire Fighting Supplies	\$3,538.98	\$7,000.00	\$8,500.00	\$1,500.00
100-10-5291 FD EMS Supplies	\$11,927.01	\$10,000.00	\$11,000.00	\$1,000.00
100-10-5293 FD Personal Protective Equip	\$12,218.90	\$20,000.00	\$40,000.00	\$20,000.00
100-10-5296 FD Fire Prevention Program	\$317.53	\$0.00	\$0.00	\$0.00
100-10-5310 FD Vehicle R&M	\$29,894.80	\$40,000.00	\$40,000.00	\$0.00
100-10-5310.01 FD Fuel, Oil & Service	\$8,574.28	\$14,500.00	\$15,000.00	\$500.00
100-10-5320 FD Equip Repair & Maint	\$11,717.49	\$14,000.00	\$18,615.00	\$4,615.00
100-10-5330 FD Building R&M	\$12,895.75	\$22,080.00	\$25,000.00	\$2,920.00
100-10-5350 FD Office Equipment R&M	\$6,702.00	\$6,000.00	\$2,000.00	(\$4,000.00)
100-10-5402 FD IT Services	\$5,553.75	\$11,220.00	\$4,500.00	(\$6,720.00)
100-10-5404 FD Contract Services	\$17,887.20	\$24,380.00	\$29,368.00	\$4,988.00
100-10-5600 FD Capital Outlay >\$5,000	\$0.00	\$0.00	\$95,440.00	\$95,440.00
100-10-5601 FD Capital Outlay <\$5,000	\$0.00	\$0.00	\$6,810.00	\$6,810.00
100-10-5605 FD Lease Payments	\$0.00	\$72,250.00	\$21,935.00	(\$50,315.00)
100-10-5611 FD Principal Payments	\$0.00	\$0.00	\$0.00	\$0.00
100-10-5612 FD Interest Expense	\$0.00	\$0.00	\$0.00	\$0.00
100-10-5710 FD Utilities	\$25,940.05	\$28,500.00	\$30,000.00	\$1,500.00
100-10-5750 FD Mobile Technology	\$5,576.63	\$5,900.00	\$6,000.00	\$100.00
100-10-5908 FD Emergency Management	\$14,097.93	\$23,450.00	\$15,000.00	(\$8,450.00)
100-10-5909 FD Miscellaneous	\$501.71	\$500.00	\$500.00	\$0.00
<b>Total Expenses</b>	<b>\$557,868.61</b>	<b>\$920,885.00</b>	<b>\$1,288,054.00</b>	<b>\$367,169.00</b>



 <b>Parks Department</b> <b>Expenses 2020-2021 Audited</b>		<b>2021-2022 Amended Budget</b>	<b>2022-2023 Proposed Budget</b>	<b>Variance Proposed to Amended</b>
100-11-5110 PK Salaries	\$2,770.00	\$139,245.00	\$163,455.00	\$24,210.00
100-11-5111 PK Overtime	\$0.00	\$3,000.00	\$3,000.00	\$0.00
100-11-5112 PK Worker's Comp	\$342.68	\$2,630.00	\$5,310.00	\$2,680.00
100-11-5117 PK Longevity Pay	\$0.00	\$545.00	\$504.00	(\$41.00)
100-11-5120 PK Payroll Taxes	\$0.00	\$6,375.00	\$6,982.00	\$607.00
100-11-5130 PK Benefits	\$0.00	\$29,625.00	\$34,448.00	\$4,823.00
100-11-5140 PK TMRS	\$0.00	\$8,310.00	\$9,717.00	\$1,407.00
100-11-5213 PK Uniforms	\$1,733.75	\$2,250.00	\$4,000.00	\$1,750.00
100-11-5220 PK Office Supplies	\$114.99	\$150.00	\$1,000.00	\$850.00
100-11-5250 PK Office Equipment & Furniture	\$0.00	\$0.00	\$500.00	\$500.00
100-11-5270 PK Parks Supplies & Materials	\$12,675.71	\$12,000.00	\$12,000.00	\$0.00
100-11-5275 PK Field Supplies & Materials	\$0.00	\$4,000.00	\$4,000.00	\$0.00
100-11-5310 PK Vehicle Repair & Maint	\$361.72	\$1,000.00	\$500.00	(\$500.00)
100-11-5310.01 PK Fuel, Oil & Service	\$1,879.19	\$2,500.00	\$2,500.00	\$0.00
100-11-5320 PK Equipment R&M	\$2,319.87	\$1,500.00	\$1,500.00	\$0.00
100-11-5330 PK Building R&M	\$2,610.74	\$6,000.00	\$3,000.00	(\$3,000.00)
100-11-5331 PK Minor Tools	\$188.32	\$250.00	\$250.00	\$0.00
100-11-5335 PK Dept Building R&M	\$1,388.12	\$1,000.00	\$1,000.00	\$0.00
100-11-5340 PK Irrigation R&M	\$5,819.51	\$7,500.00	\$7,000.00	(\$500.00)
100-11-5402 PK IT Services	\$193.36	\$2,040.00	\$2,040.00	\$0.00
100-11-5404 PK Contract Services	\$0.00	\$0.00	\$0.00	\$0.00
100-11-5600 PK Capital Outlay >\$5,000.	\$25,039.82	\$23,900.00	\$9,715.00	(\$14,185.00)
100-11-5601 PK Capital Outlay <\$5,000.	\$0.00	\$0.00	\$5,610.00	\$5,610.00
100-11-5605 PK Lease Payments	\$0.00	\$0.00	\$38,530.00	\$38,530.00
100-11-5710 PK Dept Utilities	\$4,500.34	\$6,000.00	\$6,000.00	\$0.00
100-11-5715 PK Park Utilities	\$60,170.32	\$80,000.00	\$70,000.00	(\$10,000.00)
100-11-5720 PK Gas	\$0.00	\$600.00	\$0.00	(\$600.00)
100-11-5750 PK Mobile Technology	\$531.17	\$930.00	\$930.00	\$0.00
<b>Total Expenses</b>	<b>\$122,639.61</b>	<b>\$341,350.00</b>	<b>\$393,491.00</b>	<b>\$52,141.00</b>


				
Fire Marshal Expenses	2020-2021 Audited	2021-2022 Amended Budget	2022-2023 Proposed Budget	Variance Proposed to Amended
100-12-5110 FM Salaries	\$0.00	\$78,195.00	\$118,183.00	\$39,988.00
100-12-5111 FM Overtime	\$0.00	\$2,000.00	\$2,000.00	\$0.00
100-12-5112 FM Worker's Comp	\$0.00	\$3,905.00	\$3,065.00	(\$840.00)
100-12-5117 FM Longevity Pay	\$0.00	\$475.00	\$1,524.00	\$1,049.00
100-12-5120 FM Payroll Taxes	\$0.00	\$1,505.00	\$1,783.00	\$278.00
100-12-5130 FM Benefits	\$0.00	\$12,100.00	\$17,224.00	\$5,124.00
100-12-5140 FM TMRS	\$0.00	\$4,730.00	\$7,083.00	\$2,353.00
100-12-5150 FM Training & Travel	\$0.00	\$4,000.00	\$2,500.00	(\$1,500.00)
100-12-5160 FM Dues & Subscriptions	\$0.00	\$2,130.00	\$2,000.00	(\$130.00)
100-12-5215 FM Law Enforcement Supplies	\$0.00	\$5,000.00	\$4,000.00	(\$1,000.00)
100-12-5217 FM Fire Investigations	\$0.00	\$1,000.00	\$2,600.00	\$1,600.00
100-12-5285 FM Code Enforcement	\$0.00	\$5,000.00	\$4,000.00	(\$1,000.00)
100-12-5296 FM Fire Prevention Program	\$0.00	\$2,000.00	\$2,000.00	\$0.00
100-12-5403 FM Code Enforcement Software	\$0.00	\$2,760.00	\$2,760.00	\$0.00
100-12-5406 FM Nuisance Abatement	\$0.00	\$200.00	\$3,000.00	\$2,800.00
100-12-5750 FM Mobile Technology	\$0.00	\$780.00	\$1,000.00	\$220.00
100-12-5910 FM Property Liens	\$0.00	\$500.00	\$500.00	\$0.00
<b>Total Expenses</b>	<b>\$0.00</b>	<b>\$126,280.00</b>	<b>\$175,222.00</b>	<b>\$48,942.00</b>

## TYPE A ECONOMIC DEVELOPMENT



	2020-2021 Audited	2021-2022 Amended Budget	2022-2023 Proposed Budget	Variance Proposed to Amended
<b>REVENUES</b>				
200-4003 Sales Tax	\$517,439.16	\$500,000.00	\$625,000.00	\$125,000.00
200-4600 Interest Income	\$66.02	\$1,000.00	\$500.00	-\$500.00
200-4901 Miscellaneous Revenue	\$0.10	\$0.00	\$100,000.00	\$100,000.00
200-4904 Proceeds from Disposal	\$798,961.00	\$0.00	\$0.00	\$0.00
<b>TOTAL REVENUES</b>	<b>\$1,316,466.28</b>	<b>\$501,000.00</b>	<b>\$725,500.00</b>	<b>\$224,500.00</b>
<b>EXPENDITURES</b>				
<b>Joshua Station Development</b>				
200-00-5574.01 2018 Revenue Bonds -Principal	\$65,000.00	\$70,000.00	\$70,000.00	\$0.00
200-00-5574.02 2018 Revenue Bonds - Interest	\$72,270.70	\$70,159.00	\$67,870.00	-\$2,289.00
200-00-5600 Capital Outlay	\$0.00	\$0.00	\$30,000.00	\$30,000.00
200-00-5860 Joshua Station Development	\$39,282.36	\$0.00	\$15,000.00	\$15,000.00
200-00-5860.01 Joshua Station Utilities	\$17,251.90	\$20,000.00	\$20,000.00	\$0.00
	<b>\$193,804.96</b>	<b>\$160,159.00</b>	<b>\$202,870.00</b>	<b>\$42,711.00</b>
<b>Expand Business</b>				
200-00-5840 380 Agreement Expenses	\$0.00	\$7,467.00	\$9,800.00	\$2,333.00
200-00-5880 Façade Grant Funding	\$0.00	\$100,000.00	\$100,000.00	\$0.00
200-00-5853 Joshua Area Chamber of Commerce	\$0.00	\$0.00	\$18,000.00	\$18,000.00
200-00-5930 Advertising & Promotions	\$0.00	\$10,000.00	\$40,000.00	\$30,000.00
	<b>\$0.00</b>	<b>\$117,467.00</b>	<b>\$167,800.00</b>	<b>\$50,333.00</b>
<b>Administrative</b>				
200-00-5150 Training & Travel	\$0.00	\$0.00	\$7,000.00	\$7,000.00
200-00-5160 Dues & Subscriptions	\$312.01	\$0.00	\$4,125.00	\$4,125.00
200-00-5909 Miscellaneous	\$0.00	\$0.00	\$500.00	\$500.00
200-00-5955 Administrative	\$9,950.63	\$54,601.00	\$25,000.00	-\$29,601.00
	<b>\$10,262.64</b>	<b>\$54,601.00</b>	<b>\$36,625.00</b>	<b>-\$17,976.00</b>
<b>Transfers</b>				
200-02-5975 Transfer to General Fund	\$30,000.00	\$55,000.00	\$78,210.00	\$23,210.00
200-02-5979 Transfer to Capital Improvement Fund	\$300,000.00	\$150,000.00	\$0.00	-\$150,000.00
	<b>\$330,000.00</b>	<b>\$205,000.00</b>	<b>\$78,210.00</b>	<b>-\$126,790.00</b>
<b>TOTAL EXPENDITURES</b>	<b>\$534,067.60</b>	<b>\$537,227.00</b>	<b>\$485,505.00</b>	<b>-\$51,722.00</b>
<b>REV OVER (UNDER) EXP</b>	<b>\$782,398.68</b>	<b>(\$36,227.00)</b>	<b>\$239,995.00</b>	<b>\$276,222.00</b>

## TYPE B ECONOMIC DEVELOPMENT

				
	2020-2021 Audited	2021-2022 Amended Budget	2022-2023 Proposed Budget	Variance Proposed to Amended
<b>REVENUES</b>				
300-4003 Sales Tax	\$517,439.16	\$500,000.00	\$625,000.00	\$125,000.00
300-4600 Interest Income	\$66.46	\$1,000.00	\$500.00	-\$500.00
300-4660 Pavillion Rental Fees	\$635.00	\$1,000.00	\$1,000.00	\$0.00
300-4670 JBA Use Fees	\$13,061.00	\$10,000.00	\$13,000.00	\$3,000.00
300-4901 Miscellaneous Revenue	\$0.00	\$2,000.00	\$5,000.00	\$0.00
<b>TOTAL REVENUE</b>	<b>\$531,201.62</b>	<b>\$514,000.00</b>	<b>\$644,500.00</b>	<b>\$127,500.00</b>
<b>EXPENDITURES</b>				
<b>Business Development</b>				
300-00-5600 Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00
300-00-5853 Chamber of Commerce	\$9,500.00	\$0.00	\$0.00	\$0.00
300-00-5840 380 Agreement Expenses	\$0.00	\$24,443.00	\$30,000.00	\$5,557.00
300-00-5902 Banners for Entryway Signs	\$0.00	\$1,000.00	\$1,000.00	\$0.00
300-00-5930 Advertising	\$0.00	\$10,000.00	\$10,000.00	\$0.00
	<b>\$9,500.00</b>	<b>\$35,443.00</b>	<b>\$41,000.00</b>	<b>\$5,557.00</b>
<b>Transfers</b>				
300-02-5975 Transfer to General Fund	\$115,696.91	\$379,165.00	\$419,561.00	\$40,396.00
300-02-5976 Transfer to Debt Service	\$154,790.00	\$0.00	\$0.00	\$0.00
300-02-5979 Transfer to CIP	\$0.00	\$0.00	\$150,000.00	\$150,000.00
	<b>\$270,486.91</b>	<b>\$379,165.00</b>	<b>\$569,561.00</b>	<b>\$190,396.00</b>
<b>Administrative</b>				
300-00-5955 Administrative	\$2,404.62	\$50,000.00	\$0.00	-\$50,000.00
	<b>\$2,404.62</b>	<b>\$50,000.00</b>	<b>\$0.00</b>	<b>(\$50,000.00)</b>
<b>TOTAL EXPENDITURES</b>	<b>\$282,391.53</b>	<b>\$464,608.00</b>	<b>\$610,561.00</b>	<b>\$145,953.00</b>
<b>REV OVER (UNDER) EXP</b>	<b>\$248,810.09</b>	<b>\$49,392.00</b>	<b>\$33,939.00</b>	<b>-\$18,453.00</b>

## MUNICIPAL COURT SECURITY FUND



	2020-2021 Audited	2021-2022 Amended Budget	2022-2023 Proposed Budget	Variance Proposed to Amended
<b>REVENUES</b>				
400-4103 Court Security Fees	\$8,657.79	\$5,200.00	\$9,000.00	\$3,800.00
<b>TOTAL REVENUES</b>	<b>\$8,657.79</b>	<b>\$5,200.00</b>	<b>\$9,000.00</b>	<b>\$3,800.00</b>
<b>EXPENDITURES</b>				
400-05-5950 Court Bailiff	\$3,000.00	\$3,000.00	\$3,000.00	\$0.00
<b>TOTAL EXPENDITURES</b>	<b>\$3,000.00</b>	<b>\$3,000.00</b>	<b>\$3,000.00</b>	<b>\$0.00</b>
<b>REV OVER (UNDER) EXP</b>	<b>\$5,657.79</b>	<b>\$2,200.00</b>	<b>\$6,000.00</b>	<b>\$3,800.00</b>

## MUNICIPAL COURT TECHNOLOGY FUND



	2020-2021 Audited	2021-2022 Amended Budget	2022-2023 Proposed Budget	Variance Proposed to Amended
<b>REVENUES</b>				
500-4101 Court Technology Fees	\$7,253.36	\$4,500.00	\$8,000.00	(\$3,500.00)
<b>TOTAL REVENUES</b>	<b>\$7,253.36</b>	<b>\$4,500.00</b>	<b>\$8,000.00</b>	<b>(\$3,500.00)</b>
<b>EXPENDITURES</b>				
500-07-5952 Court Software	\$3,532.00	\$3,260.00	\$3,419.00	(\$159.00)
<b>TOTAL EXPENDITURES</b>	<b>\$3,532.00</b>	<b>\$3,260.00</b>	<b>\$3,419.00</b>	<b>(\$159.00)</b>
<b>REV OVER (UNDER) EXP</b>	<b>\$3,721.36</b>	<b>\$1,240.00</b>	<b>\$4,581.00</b>	<b>(\$3,341.00)</b>

## HOTEL OCCUPANCY TAX FUND



	2020-2021 Audited	2021-2022 Amended Budget	2022-2023 Proposed Budget	Variance Proposed to Amended
<b><u>REVENUES</u></b>				
550-4011 Hotel Occupancy Tax	\$36,756.00	\$26,000.00	\$35,000.00	\$9,000.00
550-4600 Interest Income	\$0.50	\$0.00	\$0.00	\$0.00
<b>TOTAL REVENUE</b>	<b>\$36,756.50</b>	<b>\$26,000.00</b>	<b>\$35,000.00</b>	<b>\$9,000.00</b>
<b><u>EXPENDITURES</u></b>				
<b><u>TRANSFERS</u></b>				
550-00-5979 Transfer to Capital Improvement Fund	\$84,321.81	\$0.00	\$0.00	\$0.00
<b>TOTAL EXPENDITURES</b>	<b>\$84,321.81</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>REV OVER (UNDER) EXP</b>	<b>(\$47,565.31)</b>	<b>\$26,000.00</b>	<b>\$35,000.00</b>	<b>\$9,000.00</b>



## DEBT SERVICE FUND



	2020-2021 Audited	2021-2022 Amended Budget	2022-2023 Proposed Budget	Variance Proposed to Amended
<b>REVENUES</b>				
600-4000 Property Taxes - Current	\$803,023.05	\$800,000.00	\$850,000.00	\$50,000.00
600-4001 Property Taxes - Penalty	\$3,575.05	\$3,500.00	\$4,000.00	\$500.00
600-4002 Property Taxes - Interest	\$2,982.94	\$2,800.00	\$2,800.00	\$0.00
600-4918 Transfer from Type B	\$154,790.00	\$155,038.00	\$0.00	(\$155,038.00)
600-4923 Transfer from TIF	\$0.00	\$0.00	\$157,738.00	\$157,738.00
600-4600 Interest Income	\$0.00	\$0.00	\$0.00	\$0.00
600-4802 Bond Proceeds	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL REVENUES</b>	<b>\$964,371.04</b>	<b>\$961,338.00</b>	<b>\$1,014,538.00</b>	<b>\$1.06</b>
<b>EXPENDITURE SUMMARY</b>				
600-00-5515.01 2012 GO Bonds - Principal	\$110,000.00	\$110,000.00	\$0.00	(\$110,000.00)
600-00-5515.02 2012 GO Bonds - Interest	\$54,500.00	\$51,750.00	\$0.00	(\$51,750.00)
600-00-5516.01 2012 CO Bonds - Principal	\$225,000.00	\$230,000.00	\$240,000.00	\$10,000.00
600-00-5516.02 2012 CO Bonds - Interest	\$84,575.00	\$80,075.00	\$75,475.00	(\$4,600.00)
600-00-5575.01 2019 GO Refunding Bonds - Principal	\$225,000.00	\$230,000.00	\$230,000.00	\$0.00
600-00-5575.02 2019 GO Refunding Bonds - Interest	\$42,964.00	\$38,916.00	\$34,684.00	(\$4,232.00)
600-00-5576.01 2020 GO Bonds - Principal	\$80,000.00	\$100,000.00	\$135,000.00	\$35,000.00
600-00-5576.02 2020 GO Bonds - Interest	\$87,958.33	\$92,500.00	\$87,800.00	(\$4,700.00)
600-00-5577.01 2021 GO Refunding Bonds - Principal	\$0.00	\$0.00	\$130,000.00	\$130,000.00
600-00-5577.02 2021 GO Refunding Bonds - Interest	\$0.00	\$0.00	\$20,856.00	\$20,856.00
600-00-5578.01 Tax Notes 2022 - Principal	\$0.00	\$0.00	\$170,000.00	\$170,000.00
600-00-5578.02 Tax Notes 2022 - Interest	\$0.00	\$0.00	\$15,630.00	\$15,630.00
600-00-5579.01 Tax Notes 2022A - Principal	\$0.00	\$0.00	\$310,000.00	\$310,000.00
600-00-5579.02 Tax Notes 2022A - Interest	\$0.00	\$0.00	\$23,796.00	\$23,796.00
<b>TOTAL EXPENDITURES</b>	<b>\$909,997.33</b>	<b>\$933,241.00</b>	<b>\$1,473,241.00</b>	<b>(\$540,000.00)</b>
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>\$54,373.71</b>	<b>\$28,097.00</b>	<b>(\$458,703.00)</b>	<b>\$486,800.00</b>

## CAPITAL IMPROVEMENT FUND



	2020-2021 Audited	2021-2022 Amended Budget	2022-2023 Proposed Budget	Variance Proposed to Amended
<b>REVENUES</b>				
700-4600 Interest Income	\$742.31	\$2,000.00	\$1,000.00	(\$1,000.00)
700-4901 Miscellaneous	\$187,318.97	\$0.00	\$0.00	\$0.00
<b>TOTAL REVENUE</b>	<b>\$188,061.28</b>	<b>\$2,000.00</b>	<b>\$1,000.00</b>	<b>(\$1,000.00)</b>
<b>OTHER USES</b>				
700-4407 CARES Funding	\$0.00	\$1,191,688.00	\$122,733.00	(\$1,068,955.00)
700-4904 Proceeds from Disposal	\$17,000.00	\$0.00	\$0.00	\$0.00
700-4902 Proceeds from Debt	\$0.00	\$0.00	\$278,001.00	\$278,001.00
700-4915 Transfer from General Fund	\$1,101,000.00	\$0.00	\$67,713.00	\$67,713.00
700-4917 Transfer from Type A	\$300,000.00	\$0.00	\$0.00	\$0.00
700-4918 Transfer from Type B	\$0.00	\$0.00	\$150,000.00	\$150,000.00
700-4922 Transfer from HOT	\$84,321.81	\$0.00	\$0.00	\$0.00
<b>TOTAL OTHER USES</b>	<b>\$1,502,321.81</b>	<b>\$1,191,688.00</b>	<b>\$618,447.00</b>	<b>\$0.52</b>
<b>TOTAL REVENUE AND OTHER USES</b>	<b>\$1,690,383.09</b>	<b>\$1,193,688.00</b>	<b>\$619,447.00</b>	<b>(\$999.48)</b>
<b>EXPENDITURES</b>				
700-00-5956 Joshua Station Development	\$1,073,756.06	\$0.00	\$0.00	\$0.00
700-00-5660 Street Improvements	\$134,106.99	\$3,408,065.00	\$3,855,291.00	\$447,226.00
700-05-5923 PD Vehicles	\$98,855.54	\$0.00	\$0.00	\$0.00
700-06-5330 Minor Street R&M (chip seal)	\$0.00	\$0.00	\$249,820.00	\$249,820.00
700-06-5925 PW Equipment	\$153,738.65	\$0.00	\$278,001.00	\$278,001.00
700-06-5923 PW Vehicles	\$0.00	\$0.00	\$0.00	\$0.00
700-06-5921 PW Building & Facilities	\$0.00	\$0.00	\$0.00	\$0.00
700-09-5922 AC Vehicle Box	\$0.00	\$28,180.00	\$0.00	(\$28,180.00)
700-10-5295 FD Fire Truck	\$0.00	\$0.00	\$0.00	\$0.00
700-10-5296 FD Emergency Management	\$0.00	\$0.00	\$70,815.00	\$70,815.00
700-10-5921 FD Building & Facilities	\$0.00	\$0.00	\$51,915.00	\$51,915.00
700-00-5655 Drainage Improvements	\$361,075.68	\$0.00	\$0.00	\$0.00
700-00-5683 Park Construction	\$84,321.81	\$0.00	\$0.00	\$0.00
700-00-5685 Park Improvements	\$0.00	\$0.00	\$150,000.00	\$150,000.00
700-00-5700 Land Purchase	\$250,416.20	\$0.00	\$0.00	\$0.00
<b>TOTAL EXPENDITURES</b>	<b>\$2,156,270.93</b>	<b>\$3,436,245.00</b>	<b>\$4,655,842.00</b>	<b>\$1.35</b>
<b>REV OVER (UNDER) EXP</b>	<b>(\$465,887.84)</b>	<b>(\$2,242,557.00)</b>	<b>(\$4,036,395.00)</b>	<b>\$1.80</b>

# 2022 Tax Rate Calculation Worksheet

## Taxing Units Other Than School Districts or Water Districts

Form 50- Item 4.

City of Joshua

817-558-7447

Taxing Unit Name

Phone (area code and number)

101 South Main St. Joshua, Texas 76058

cityofjoshuatx.us

Taxing Unit's Address, City, State, ZIP Code

Taxing Unit's Website Address

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

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

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

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

### SECTION 1: No-New-Revenue Tax Rate

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

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

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

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	<b>2021 total taxable value.</b> Enter the amount of 2021 taxable value on the 2021 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17). <sup>1</sup>	\$ 515,795,966
2.	<b>2021 tax ceilings.</b> Counties, cities and junior college districts. Enter 2021 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2021 or a prior year for homeowners age 65 or older or disabled, use this step. <sup>2</sup>	\$ 92,451,205
3.	<b>Preliminary 2021 adjusted taxable value.</b> Subtract Line 2 from Line 1.	\$ 423,344,761
4.	<b>2021 total adopted tax rate.</b>	\$ 0.711493 /\$100
5.	<b>2021 taxable value lost because court appeals of ARB decisions reduced 2021 appraised value.</b> <b>A. Original 2021 ARB values:</b> ..... \$ 0 <b>B. 2021 values resulting from final court decisions:</b> ..... - \$ 0 <b>C. 2021 value loss.</b> Subtract B from A. <sup>3</sup>	\$ 0
6.	<b>2021 taxable value subject to an appeal under Chapter 42, as of July 25.</b> <b>A. 2021 ARB certified value:</b> ..... \$ 0 <b>B. 2021 disputed value:</b> ..... - \$ 0 <b>C. 2021 undisputed value.</b> Subtract B from A. <sup>4</sup>	\$ 0
7.	<b>2021 Chapter 42 related adjusted values.</b> Add Line 5C and Line 6C.	\$ 0

<sup>1</sup> Tex. Tax Code § 26.012(14)

<sup>2</sup> Tex. Tax Code § 26.012(14)

<sup>3</sup> Tex. Tax Code § 26.012(13)

<sup>4</sup> Tex. Tax Code § 26.012(13)



Line	No-New-Revenue Tax Rate Worksheet	Amount	Item 4.
8.	<b>2021 taxable value, adjusted for actual and potential court-ordered adjustments.</b> Add Line 3 and Line 7.	\$ 423,344,761	
9.	<b>2021 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2021.</b> Enter the 2021 value of property in deannexed territory. <sup>5</sup>	\$ 0	
10.	<b>2021 taxable value lost because property first qualified for an exemption in 2022.</b> If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in 2022 does not create a new exemption or reduce taxable value. <b>A. Absolute exemptions.</b> Use 2021 market value: ..... \$ 66,926 <b>B. Partial exemptions.</b> 2022 exemption amount or 2022 percentage exemption times 2021 value: ..... + \$ 3,685,661 <b>C. Value loss.</b> Add A and B. <sup>6</sup>	\$ 3,752,587	
11.	<b>2021 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2022.</b> Use only properties that qualified in 2022 for the first time; do not use properties that qualified in 2021. <b>A. 2021 market value:</b> ..... \$ 136,980 <b>B. 2022 productivity or special appraised value:</b> ..... - \$ 814 <b>C. Value loss.</b> Subtract B from A. <sup>7</sup>	\$ 136,166	
12.	<b>Total adjustments for lost value.</b> Add Lines 9, 10C and 11C.	\$ 3,888,753	
13.	<b>2021 captured value of property in a TIF.</b> Enter the total value of 2021 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which 2021 taxes were deposited into the tax increment fund. <sup>8</sup> If the taxing unit has no captured appraised value in line 18D, enter 0.	\$ 14,694,738	
14.	<b>2021 total value.</b> Subtract Line 12 and Line 13 from Line 8.	\$ 404,761,270	
15.	<b>Adjusted 2021 total levy.</b> Multiply Line 4 by Line 14 and divide by \$100.	\$ 2,879,848	
16.	<b>Taxes refunded for years preceding tax year 2021.</b> Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2021. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2021. This line applies only to tax years preceding tax year 2021. <sup>9</sup>	\$ 6,904	
17.	<b>Adjusted 2021 levy with refunds and TIF adjustment.</b> Add Lines 15 and 16. <sup>10</sup>	\$ 2,886,752	
18.	<b>Total 2022 taxable value on the 2022 certified appraisal roll today.</b> This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled. <sup>11</sup> <b>A. Certified values:</b> ..... \$ 582,929,351 <b>B. Counties:</b> Include railroad rolling stock values certified by the Comptroller's office: ..... + \$ ..... <b>C. Pollution control and energy storage system exemption:</b> Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: ..... - \$ 0 <b>D. Tax increment financing:</b> Deduct the 2022 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2022 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 23 below. <sup>12</sup> ..... - \$ 18,129,762 <b>E. Total 2022 value.</b> Add A and B, then subtract C and D.	\$ 564,799,589	

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



Line	No-New-Revenue Tax Rate Worksheet	Amount/	Item 4.
19.	<b>Total value of properties under protest or not included on certified appraisal roll.</b> <sup>13</sup>		
A.	<b>2022 taxable value of properties under protest.</b> The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. <sup>14</sup> .....	\$ 16,389,822	
B.	<b>2022 value of properties not under protest or included on certified appraisal roll.</b> The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. <sup>15</sup> .....	+ \$ 0	
C.	<b>Total value under protest or not certified.</b> Add A and B.	\$ 16,389,822	
20.	<b>2022 tax ceilings.</b> Counties, cities and junior colleges enter 2022 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2021 or a prior year for homeowners age 65 or older or disabled, use this step. <sup>16</sup>	\$ 106,046,919	
21.	<b>2022 total taxable value.</b> Add Lines 18E and 19C. Subtract Line 20. <sup>17</sup>	\$ 475,142,492	
22.	<b>Total 2022 taxable value of properties in territory annexed after Jan. 1, 2021.</b> Include both real and personal property. Enter the 2022 value of property in territory annexed. <sup>18</sup>	\$ 0	
23.	<b>Total 2022 taxable value of new improvements and new personal property located in new improvements.</b> New means the item was not on the appraisal roll in 2021. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2021 and be located in a new improvement. New improvements <b>do</b> include property on which a tax abatement agreement has expired for 2022. <sup>19</sup>	\$ 40,224,256	
24.	<b>Total adjustments to the 2022 taxable value.</b> Add Lines 22 and 23.	\$ 40,224,256	
25.	<b>Adjusted 2022 taxable value.</b> Subtract Line 24 from Line 21.	\$ 434,918,236	
26.	<b>2022 NNR tax rate.</b> Divide Line 17 by Line 25 and multiply by \$100. <sup>20</sup>	\$ 0.663745/\$100	
27.	<b>COUNTIES ONLY.</b> Add together the NNR tax rates for each type of tax the county levies. The total is the 2022 county NNR tax rate. <sup>21</sup>	\$ /\$100	

## SECTION 2: Voter-Approval Tax Rate

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

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

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

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
28.	<b>2021 M&amp;O tax rate.</b> Enter the 2021 M&O tax rate.	\$ 0.535994/\$100
29.	<b>2021 taxable value, adjusted for actual and potential court-ordered adjustments.</b> Enter the amount in Line 8 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 423,344,761

<sup>13</sup> Tex. Tax Code § 26.01(c) and (d)

<sup>14</sup> Tex. Tax Code § 26.01(c)

<sup>15</sup> Tex. Tax Code § 26.01(d)

<sup>16</sup> Tex. Tax Code § 26.012(6)(B)

<sup>17</sup> Tex. Tax Code § 26.012(6)

<sup>18</sup> Tex. Tax Code § 26.012(17)

<sup>19</sup> Tex. Tax Code § 26.012(17)

<sup>20</sup> Tex. Tax Code § 26.04(c)

<sup>21</sup> Tex. Tax Code § 26.04(d)

Line	Voter-Approval Tax Rate Worksheet	Amount/	Item 4.
30.	<b>Total 2021 M&amp;O levy.</b> Multiply Line 28 by Line 29 and divide by \$100	\$	2,269,102
31.	<b>Adjusted 2021 levy for calculating NNR M&amp;O rate.</b> <b>A. M&amp;O taxes refunded for years preceding tax year 2021.</b> Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2021. This line applies only to tax years preceding tax year 2021. .... + \$ 5,200 <b>B. 2021 taxes in TIF.</b> Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2022 captured appraised value in Line 18D, enter 0. .... - \$ 80,667 <b>C. 2021 transferred function.</b> If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. .... +/- \$ 0 <b>D. 2021 M&amp;O levy adjustments.</b> Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function. .... \$ -75,467 <b>E. Add Line 30 to 31D.</b>	\$	2,193,635
32.	<b>Adjusted 2022 taxable value.</b> Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$	434,918,236
33.	<b>2022 NNR M&amp;O rate (unadjusted).</b> Divide Line 31E by Line 32 and multiply by \$100.	\$	0.504378/\$100
34.	<b>Rate adjustment for state criminal justice mandate.</b> <sup>23</sup> <b>A. 2022 state criminal justice mandate.</b> Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. \$ 0 <b>B. 2021 state criminal justice mandate.</b> Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies. .... - \$ 0 <b>C. Subtract B from A and divide by Line 32 and multiply by \$100.</b> .... \$ 0/\$100 <b>D. Enter the rate calculated in C. If not applicable, enter 0.</b>	\$	0/\$100
35.	<b>Rate adjustment for indigent health care expenditures.</b> <sup>24</sup> <b>A. 2022 indigent health care expenditures.</b> Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2021 and ending on June 30, 2022, less any state assistance received for the same purpose. .... \$ 0 <b>B. 2021 indigent health care expenditures.</b> Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2020 and ending on June 30, 2021, less any state assistance received for the same purpose. .... - \$ 0 <b>C. Subtract B from A and divide by Line 32 and multiply by \$100.</b> .... \$ 0.000000/\$100 <b>D. Enter the rate calculated in C. If not applicable, enter 0.</b>	\$	0/\$100

<sup>22</sup> [Reserved for expansion]<sup>23</sup> Tex. Tax Code § 26.044<sup>24</sup> Tex. Tax Code § 26.0441



Line	Voter-Approval Tax Rate Worksheet	Amount/	Item 4.
36.	<b>Rate adjustment for county indigent defense compensation.</b> <sup>25</sup> <b>A. 2022 indigent defense compensation expenditures.</b> Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2021 and ending on June 30, 2022, less any state grants received by the county for the same purpose. . . . . \$ _____ 0 <b>B. 2021 indigent defense compensation expenditures.</b> Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2020 and ending on June 30, 2021, less any state grants received by the county for the same purpose. . . . . \$ _____ 0 <b>C.</b> Subtract B from A and divide by Line 32 and multiply by \$100. . . . . \$ _____ 0/\$100 <b>D.</b> Multiply B by 0.05 and divide by Line 32 and multiply by \$100. . . . . \$ _____ 0/\$100 <b>E.</b> Enter the lesser of C and D. If not applicable, enter 0.	\$ _____ 0/\$100	
37.	<b>Rate adjustment for county hospital expenditures.</b> <sup>26</sup> <b>A. 2022 eligible county hospital expenditures.</b> Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2021 and ending on June 30, 2022. . . . . \$ _____ 0 <b>B. 2021 eligible county hospital expenditures.</b> Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2020 and ending on June 30, 2021. . . . . \$ _____ 0 <b>C.</b> Subtract B from A and divide by Line 32 and multiply by \$100. . . . . \$ _____ 0/\$100 <b>D.</b> Multiply B by 0.08 and divide by Line 32 and multiply by \$100. . . . . \$ _____ 0/\$100 <b>E.</b> Enter the lesser of C and D, if applicable. If not applicable, enter 0.	\$ _____ 0/\$100	
38.	<b>Rate adjustment for defunding municipality.</b> This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code 26.0444 for more information. <b>A. Amount appropriated for public safety in 2021.</b> Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year. . . . . \$ _____ 0 <b>B. Expenditures for public safety in 2021.</b> Enter the amount of money spent by the municipality for public safety during the preceding fiscal year. . . . . \$ _____ 0 <b>C.</b> Subtract B from A and divide by Line 32 and multiply by \$100. . . . . \$ _____ 0/\$100 <b>D.</b> Enter the rate calculated in C. If not applicable, enter 0.	\$ _____ 0/\$100	
39.	<b>Adjusted 2022 NNR M&amp;O rate.</b> Add Lines 33, 34D, 35D, 36E, and 37E. Subtract Line 38D.	\$ 0.504378/\$100	
40.	<b>Adjustment for 2021 sales tax specifically to reduce property values.</b> Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in 2021 should complete this line. These entities will deduct the sales tax gain rate for 2022 in Section 3. Other taxing units, enter zero. <b>A.</b> Enter the amount of additional sales tax collected and spent on M&O expenses in 2021, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent. . . . . \$ _____ 0 <b>B.</b> Divide Line 40A by Line 32 and multiply by \$100. . . . . \$ _____ 0/\$100 <b>C.</b> Add Line 40B to Line 39.	\$ 0.504378/\$100	
41.	<b>2022 voter-approval M&amp;O rate.</b> Enter the rate as calculated by the appropriate scenario below. <b>Special Taxing Unit.</b> If the taxing unit qualifies as a special taxing unit, multiply Line 40C by 1.08. <b>- or -</b> <b>Other Taxing Unit.</b> If the taxing unit does not qualify as a special taxing unit, multiply Line 40C by 1.035.	\$ 0.522031/\$100	

<sup>25</sup> Tex. Tax Code § 26.0442<sup>26</sup> Tex. Tax Code § 26.0443



Line	Voter-Approval Tax Rate Worksheet	Amount	Item 4.
D41.	<b>Disaster Line 41 (D41): 2022 voter-approval M&amp;O rate for taxing unit affected by disaster declaration.</b> If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of 1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, or 2) the third tax year after the tax year in which the disaster occurred  If the taxing unit qualifies under this scenario, multiply Line 40C by 1.08. <sup>27</sup> If the taxing unit does not qualify, do not complete Disaster Line 41 (Line D41).	\$ _____	0/\$100
42.	<b>Total 2022 debt to be paid with property taxes and additional sales tax revenue.</b> Debt means the interest and principal that will be paid on debts that: (1) are paid by property taxes, (2) are secured by property taxes, (3) are scheduled for payment over a period longer than one year, and (4) are not classified in the taxing unit's budget as M&O expenses.  <b>A. Debt</b> also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here. <sup>28</sup>  Enter debt amount ..... \$ 1,473,241 <b>B. Subtract unencumbered fund amount</b> used to reduce total debt. .... - \$ 0 <b>C. Subtract certified amount spent from sales tax to reduce debt</b> (enter zero if none) ..... - \$ 0 <b>D. Subtract amount paid</b> from other resources ..... - \$ 154,553 <b>E. Adjusted debt.</b> Subtract B, C and D from A.	\$ _____	1,318,688
43.	<b>Certified 2021 excess debt collections.</b> Enter the amount certified by the collector. <sup>29</sup>	\$ _____	211,423
44.	<b>Adjusted 2022 debt.</b> Subtract Line 43 from Line 42E.	\$ _____	1,107,265
45.	<b>2022 anticipated collection rate.</b> <b>A.</b> Enter the 2022 anticipated collection rate certified by the collector. <sup>30</sup> ..... 123.00 % <b>B.</b> Enter the 2021 actual collection rate. .... 132.00 % <b>C.</b> Enter the 2020 actual collection rate. .... 123.00 % <b>D.</b> Enter the 2019 actual collection rate. .... 114.00 % <b>E.</b> If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. <sup>31</sup>		123.00 %
46.	<b>2022 debt adjusted for collections.</b> Divide Line 44 by Line 45E.	\$ _____	900,215
47.	<b>2022 total taxable value.</b> Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____	475,142,492
48.	<b>2022 debt rate.</b> Divide Line 46 by Line 47 and multiply by \$100.	\$ _____	0.189462/\$100
49.	<b>2022 voter-approval tax rate.</b> Add Lines 41 and 48.	\$ _____	0.711493/\$100
D49.	<b>Disaster Line 49 (D49): 2022 voter-approval tax rate for taxing unit affected by disaster declaration.</b> Complete this line if the taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D41. Add Line D41 and 48.	\$ _____	/ \$100

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



Line	Voter-Approval Tax Rate Worksheet	Amount	Item 4.
50.	<b>COUNTIES ONLY.</b> Add together the voter-approval tax rates for each type of tax the county levies. The total is the 2022 county voter-approval tax rate.	\$ _____	0 / \$100

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

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

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

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
51.	<b>Taxable Sales.</b> For taxing units that adopted the sales tax in November 2021 or May 2022, enter the Comptroller's estimate of taxable sales for the previous four quarters. <sup>32</sup> Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November 2021, enter 0.	\$ _____ 0
52.	<b>Estimated sales tax revenue.</b> Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. <sup>33</sup>  <b>Taxing units that adopted the sales tax in November 2021 or in May 2022.</b> Multiply the amount on Line 51 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. <sup>34</sup> <b>- or -</b> <b>Taxing units that adopted the sales tax before November 2021.</b> Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$ _____ 0
53.	<b>2022 total taxable value.</b> Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 475,142,492
54.	<b>Sales tax adjustment rate.</b> Divide Line 52 by Line 53 and multiply by \$100.	\$ _____ 0 / \$100
55.	<b>2022 NNR tax rate, unadjusted for sales tax.</b> <sup>35</sup> Enter the rate from Line 26 or 27, as applicable, on the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0.663745 / \$100
56.	<b>2022 NNR tax rate, adjusted for sales tax.</b> <b>Taxing units that adopted the sales tax in November 2021 or in May 2022.</b> Subtract Line 54 from Line 55. Skip to Line 57 if you adopted the additional sales tax before November 2021.	\$ 0.663745 / \$100
57.	<b>2022 voter-approval tax rate, unadjusted for sales tax.</b> <sup>36</sup> Enter the rate from Line 49, Line D49 (disaster) or Line 50 (counties) as applicable, of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.711493 / \$100
58.	<b>2022 voter-approval tax rate, adjusted for sales tax.</b> Subtract Line 54 from Line 57.	\$ 0.711493 / \$100

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

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

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

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
59.	<b>Certified expenses from the Texas Commission on Environmental Quality (TCEQ).</b> Enter the amount certified in the determination letter from TCEQ. <sup>37</sup> The taxing unit shall provide its tax assessor-collector with a copy of the letter. <sup>38</sup>	\$ _____ 0
60.	<b>2022 total taxable value.</b> Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 475,142,492
61.	<b>Additional rate for pollution control.</b> Divide Line 59 by Line 60 and multiply by \$100.	\$ _____ 0 / \$100
62.	<b>2022 voter-approval tax rate, adjusted for pollution control.</b> Add Line 61 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties) or Line 58 (taxing units with the additional sales tax).	\$ 0.711493 / \$100

<sup>32</sup> Tex. Tax Code § 26.041(d)

<sup>33</sup> Tex. Tax Code § 26.041(i)

<sup>34</sup> Tex. Tax Code § 26.041(d)

<sup>35</sup> Tex. Tax Code § 26.04(c)

<sup>36</sup> Tex. Tax Code § 26.04(c)

<sup>37</sup> Tex. Tax Code § 26.045(d)

<sup>38</sup> Tex. Tax Code § 26.045(i)



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

Item 4.

The unused increment rate is the rate equal to the difference between the adopted tax rate and voter-approval tax rate before the unused increment rate for the prior three years.<sup>39</sup> In a year where a taxing unit adopts a rate by applying any portion of the unused increment rate, the unused increment rate for that year would be zero.

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

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

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

Line	Unused Increment Rate Worksheet	Amount/Rate
63.	<b>2021 unused increment rate.</b> Subtract the 2021 actual tax rate and the 2021 unused increment rate from the 2021 voter-approval tax rate. If the number is less than zero, enter zero.	\$ 0.006457/\$100
64.	<b>2020 unused increment rate.</b> Subtract the 2020 actual tax rate and the 2020 unused increment rate from the 2020 voter-approval tax rate. If the number is less than zero, enter zero.	\$ 0.000000/\$100
65.	<b>2019 unused increment rate.</b> Subtract the 2019 actual tax rate and the 2019 unused increment rate from the 2019 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2020, enter zero.	\$ 0/\$100
66.	<b>2022 unused increment rate.</b> Add Lines 63, 64 and 65.	\$ 0.006457/\$100
67.	<b>2022 voter-approval tax rate, adjusted for unused increment rate.</b> Add Line 66 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax) or Line 62 (taxing units with pollution control).	\$ 0.717950/\$100

## SECTION 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise \$500,000, and the current debt rate for a taxing unit.<sup>44</sup>

This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit.<sup>45</sup>

Line	De Minimis Rate Worksheet	Amount/Rate
68.	<b>Adjusted 2022 NNR M&amp;O tax rate.</b> Enter the rate from Line 39 of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.504378/\$100
69.	<b>2022 total taxable value.</b> Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 475,142,492
70.	<b>Rate necessary to impose \$500,000 in taxes.</b> Divide \$500,000 by Line 69 and multiply by \$100.	\$ 0.105231/\$100
71.	<b>2022 debt rate.</b> Enter the rate from Line 48 of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.189462/\$100
72.	<b>De minimis rate.</b> Add Lines 68, 70 and 71.	\$ 0.799071/\$100

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

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

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

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

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago.

<sup>39</sup> Tex. Tax Code § 26.013(a)

<sup>40</sup> Tex. Tax Code § 26.013(c)

<sup>41</sup> Tex. Tax Code §§ 26.0501(a) and (c)

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

<sup>43</sup> Tex. Tax Code § 26.063(a)(1)

<sup>44</sup> Tex. Tax Code § 26.012(8-a)

<sup>45</sup> Tex. Tax Code § 26.063(a)(1)

<sup>46</sup> Tex. Tax Code § 26.042(b)

<sup>47</sup> Tex. Tax Code § 26.042(f)



This section will apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

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

Line	Emergency Revenue Rate Worksheet	Amount/Rate
73.	<b>2021 adopted tax rate.</b> Enter the rate in Line 4 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0.711493/\$100
74.	<b>Adjusted 2021 voter-approval tax rate.</b> Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line.  If a disaster occurred in 2021 and the taxing unit calculated its 2021 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2021 worksheet due to a disaster, enter the 2021 voter-approval tax rate as calculated using a multiplier of 1.035 from Line 49. - or - If a disaster occurred prior to 2021 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2021, complete the separate <i>Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> to recalculate the voter-approval tax rate the taxing unit would have calculated in 2021 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the year(s) following the disaster. <sup>48</sup> Enter the final adjusted 2021 voter-approval tax rate from the worksheet. - or - If the taxing unit adopted a tax rate above the 2021 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year's worksheet.	\$ 0/\$100
75.	<b>Increase in 2021 tax rate due to disaster.</b> Subtract Line 74 from Line 73.	\$ 0.711493/\$100
76.	<b>Adjusted 2021 taxable value.</b> Enter the amount in Line 14 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 404,761,270
77.	<b>Emergency revenue.</b> Multiply Line 75 by Line 76 and divide by \$100.	\$ 2,879,848
78.	<b>Adjusted 2022 taxable value.</b> Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 434,918,236
79.	<b>Emergency revenue rate.</b> Divide Line 77 by Line 78 and multiply by \$100. <sup>49</sup>	\$ 0/\$100
80.	<b>2022 voter-approval tax rate, adjusted for emergency revenue.</b> Subtract Line 79 from one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax), Line 62 (taxing units with pollution control) or Line 67 (taxing units with the unused increment rate).	\$ 0.717950/\$100

## SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

**No-new-revenue tax rate.** ..... \$ 0.663745/\$100  
As applicable, enter the 2022 NNR tax rate from: Line 26, Line 27 (counties), or Line 56 (adjusted for sales tax). Indicate the line number used: 26

**Voter-approval tax rate.** ..... \$ 0.717950/\$100  
As applicable, enter the 2022 voter-approval tax rate from: Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (adjusted for sales tax), Line 62 (adjusted for pollution control), Line 67 (adjusted for unused increment), or Line 80 (adjusted for emergency revenue). Indicate the line number used: 67

**De minimis rate.** ..... \$ 0.799071/\$100  
If applicable, enter the 2022 de minimis rate from Line 72.

## SECTION 9: Taxing Unit Representative Name and Signature

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

print  
here

Scott Porter, TAC

Printed Name of Taxing Unit Representative

sign  
here



Taxing Unit Representative

Date

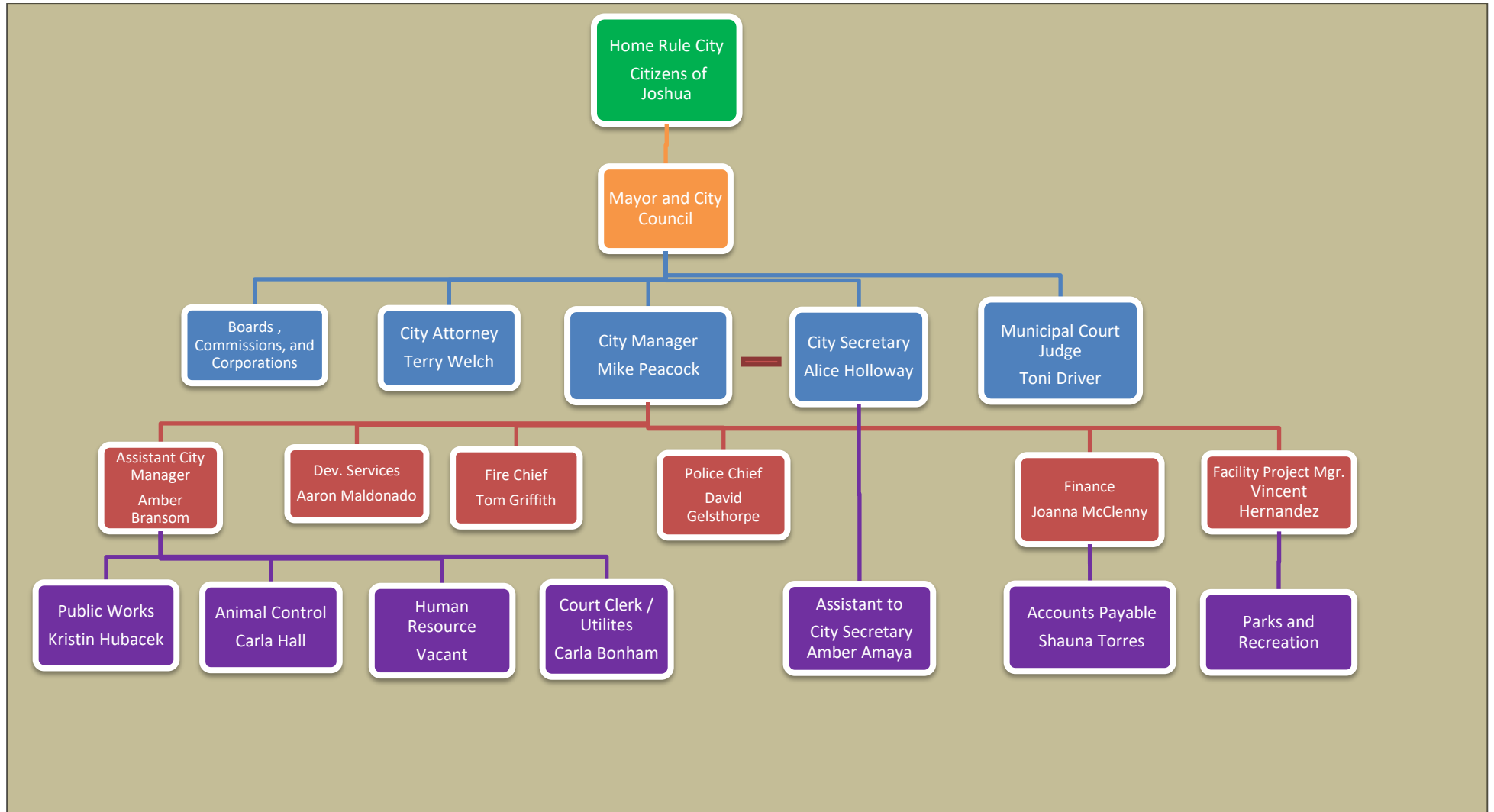
8/25/22

<sup>48</sup> Tex. Tax Code §26.042(c)

<sup>49</sup> Tex. Tax Code §26.042(b)

<sup>50</sup> Tex. Tax Code §§ 26.04(c-2) and (d-2)

# CITY OF JOSHUA ORGANIZATIONAL CHART



2022-2023

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, ADOPTING THE CITY OF JOSHUA 2022 PROPERTY TAX RATE; LEVYING TAXES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023, AT THE RATE OF \$0.711493 PER ONE HUNDRED DOLLARS (\$100.00) ASSESSED VALUE ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF JOSHUA, TEXAS, IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF ON THE CITY'S HOME PAGE OF ITS WEBSITE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Joshua, Texas (hereinafter referred to as the "City"), hereby finds that the tax for the fiscal year beginning October 1, 2022, and ending September 30, 2023, hereinafter levied for current expenditures of the City and the general improvements of the City and its property, must be levied to provide revenue requirements for the budget for the ensuing year; and

**WHEREAS**, the City Council has approved by separate ordinance, adopted on the 15<sup>th</sup> day of September 2022, the budget for the fiscal year beginning October 1, 2022, and ending September 30, 2023; and

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

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

**SECTION 1**

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

**SECTION 2**

The City Council of the City of Joshua, Texas, does hereby adopt and levy the following tax rate of \$0.711493 per \$100 assessed valuation for the City for tax year 2022 as follows:

\$0.522031 for the purpose of maintenance and operation; and

\$0.189462 for payment of principal and interest on debt service.

**SECTION 3**

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

This budget is estimated to raise more revenue from property taxes than last year's budget by an amount of \$193,529 which is a 6.73% percent increase from last year's budget. The estimate property tax revenue to be raised from new property added to the roll this year is \$286,193.

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

#### **SECTION 4**

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

#### **SECTION 5**

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

#### **SECTION 6**

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

#### **SECTION 7**

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

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, BY A VOTE OF \_\_\_ FOR AND \_\_\_ AGAINST, ON THIS THE 15<sup>th</sup> DAY OF SEPTEMBER 2022.**



**APPROVED:**

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**Scott Kimble, Mayor**

**ATTEST:**

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**Alice Holloway, City Secretary**

**APPROVED AS TO FORM AND LEGALITY:**

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**Terrence S. Welch, City Attorney**



**City Council Agenda  
September 15, 2022**

**Minutes Resolution**

**Action Item**

**Agenda Description:**

Public hearing on a request for considering annexation of a 0.935 acres of land situated in the Thomas W. Baird Survey, Abstract 40, County of Johnson, Texas, located at 220 Ranch Road, to allow for the construction of a residential home.

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

**Background Information:**

**HISTORY:** The property is currently in the ETJ of Joshua and has been final platted as per the development agreement with the City of Joshua.

**ANALYSIS:** The proposed annexation of this property is to allow for the construction of a residential home.

**Utilities:** Water is provided by Johnson County Special Utility District.

**Financial Information:**

Only cost associated with the annexation request is the publication expense and mailing of public hearing notices to property owners within 200 ft. as required by law. Public written notices sent out not less 15 days before the City Council Meeting.

**City Contact and Recommendations:**

Aaron Maldonado, Development Services Director

*Item 6.*

**Attachments:**



**City Council Agenda  
September 15, 2022**

**Minutes Resolution**

**Action Item**

**Agenda Description:**

Discuss, consider, and possible action on approving an ordinance of annexation on 0.935 acres of land situated in the Thomas W. Baird Survey, Abstract 40, County of Johnson, Texas, located at 220 Ranch Road, to allow for the construction of a residential home.

**Background Information:**

**History:** The property is currently in the ETJ of Joshua and has been final platted as per the development agreement with the City of Joshua.

**Analysis:** The proposed annexation of this property is to allow for the construction of a residential home.

**Utilities:** Water is provided by Johnson County Special Utility District.

**Financial Information:**

Only cost associated with the annexation request is the publication expense and mailing of public hearing notices to property owners within 200 ft. as required by law. Public written notices sent out not less 15 days before the City Council Meeting.

**City Contact and Recommendations:**

Aaron Maldonado

Director of Development Services

**Attachments:**

1. Annexation Ordinance
2. Legal Description
3. Annexation Service Agreement
4. Legal Description

*Item 7.*

## **OWNER'S CERTIFICATE**

(220 RANCH ROAD-ELITE DEVELOPERS, INC.)

STATE OF TEXAS

COUNTY OF JOHNSON

WHEREAS, ELITE DEVELOPERS, INC. are the owners of a tract of land situated in the THOMAS W. BAIRD Survey, Abstract No. 40, JOHNSON County, Texas and being out of a 0.99 acre tract conveyed to ELITE DEVELOPERS, INC., and being more particularly described as follows:

BEING AN 0.935 ACRE TRACT OF LAND SITUATED IN THE THOMAS W. BAIRD SURVEY, ABSTRACT NO. 40, JOHNSON COUNTY, TEXAS, AND BEING A PART OF A CALLED 1.0 ACRE TRACT OF LAND CONVEYED TO ELITE DEVELOPERS, INC., AS RECORDED IN WARRANTY DEED 2017-5773, OFFICIAL PUBLIC RECORDS, JOHNSON COUNTY, TEXAS. SAID 0.935 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" CAPPED IRON ROD STAMPED "TRANSGLOBAL SERVICES" SET FOR THE NORTHWEST CORNER OF SAID 0.935 ACRE TRACT, FROM WHICH A 3/8" IRON ROD FOUND FOR THE ORIGINAL NORTHWEST CORNER OF SAID CALLED 1.00 ACRE TRACT BEARS N 00°13'13" W, A DISTANCE OF 16.35 FEET (TIE). SAID SET 1/2" CAPPED IRON ROD STAMPED "TRANSGLOBAL SERVICES" BEING CALLED THE POINT OF BEGINNING AND HAVING A TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE (4202), STATE PLANE COORDINATE OF N: 6843915.55, E: 2313742.94 FEET, FOR REFERENCE.

THENCE N 89°38'09" E, A DISTANCE OF 175.02 FEET TO A 1/2" CAPPED IRON ROD STAMPED "TRANSGLOBAL SERVICES" SET FOR THE NORTHEAST CORNER OF SAID 0.935 ACRE TRACT, FROM WHICH A 1/2" IRON ROD FOUND FOR THE ORIGINAL NORTHEAST CORNER OF SAID CALLED 1.00 ACRE TRACT BEARS N 00°25'07" E, A DISTANCE OF 14.66 FEET (TIE);

THENCE S 00°25'07" W, A DISTANCE OF 233.64 FEET TO A 1/2" CAPPED IRON ROD STAMPED "TRANSGLOBAL SERVICES" SET FOR THE SOUTHEAST CORNER OF SAID 0.935 ACRE TRACT;

THENCE S 89°53'47" W, A DISTANCE OF 174.21 FEET TO A 1/2" CAPPED IRON ROD STAMPED "TRANSGLOBAL SERVICES" SET FOR THE SOUTHWEST CORNER OF SAID 0.935 ACRE TRACT;

THENCE N 00°13'13" E, A DISTANCE OF 232.84 FEET TO THE POINT OF BEGINNING, CONTAINING 0.935 ACRES OR 40,724 SQUARE FEET OF LAND, MORE OR LESS.



**ANNEXATION SERVICE AGREEMENT BETWEEN  
THE CITY OF JOSHUA AND ELITE DEVELOPERS, INC.**

As required by Section 43.0672 of the Texas Local Government Code, this Annexation Service Agreement (this "Agreement") shall serve as a written agreement between the City of Joshua, Texas (the "City") and Elite Developers, Inc. ("Owner"), owner of the Annexed Area (collectively, the "Parties") concerning the provision of services to the territory described in the attached and incorporated Exhibit A (the "Annexed Area").

The Parties agree as follows concerning the services that are to be provided within the Annexed Area on the effective date of the annexation:

**A. POLICE PROTECTION:**

Police personnel and equipment from the Joshua Police Department shall be provided to the area annexed, at a level consistent with current methods and procedures presently provided to similar areas of the City, on the effective date of the annexation ordinance.

**B. FIRE PROTECTION / EMERGENCY MEDICAL SERVICES:**

Fire protection and Emergency Medical Services (EMS) from the City shall be provided to the area annexed, at a level consistent with current methods and procedures presently provided to similar areas of the City, on the effective date of the annexation ordinance.

**C. FIRE PREVENTION / INVESTIGATION:**

The services of the Joshua Fire Department shall be provided to the area on the effective date of the annexation ordinance. The non-emergency services of fire prevention and fire investigation will be added to the list of services provided by the Joshua Fire Department.

**D. SOLID WASTE COLLECTION:**

Solid waste collection shall be provided to the area annexed upon request on the effective date of the annexation ordinance up to the second anniversary of the annexation. After that time, residents will be required to use the City's solid waste collection company. The collection of refuse from individual properties shall be made in accordance with the City's usual solid waste collection scheduling.

**E. WATER SERVICE:**

This area is currently serviced by the Johnson County Special Utility District.

**F. SANITARY SEWER SERVICE:**

This area is currently serviced by the Johnson County Special Utility District.

**G. ROADS AND STREETS / STREET LIGHTING:**

1. Operation and maintenance of private streets in the annexed area will be the responsibility of the Owner.
2. Operation and maintenance of public streets in the annexed area will be provided by the City on the effective date of the annexation ordinance.

**H. PARKS AND RECREATION:**

Residents within the area annexed may utilize all existing City parks and recreation facilities, on the effective date of the annexation ordinance. Fees for such usage shall be in accordance with current fees established by City ordinance.

**I. ENVIRONMENTAL HEALTH AND CODE ENFORCEMENT SERVICES:**

1. Enforcement of current environmental health ordinances and regulations, including, but not limited to, weed and brush ordinances, junked and abandoned vehicles ordinances and animal control ordinances, shall begin within this area on the effective date of the annexation ordinance.
2. Inspection services, including, but not limited to, the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical, and electrical work to ensure compliance with City codes and ordinances will be provided on the effective date of the annexation ordinance.

**J. MISCELLANEOUS:**

Any publicly owned facility, building, or service located within the annexed area shall be maintained by the City on the effective date of the annexation ordinance. All other applicable municipal services shall be provided to the annexation area in accordance with the City's established policies governing extension of municipal services to newly annexed areas.

The Parties agree that the terms of this Agreement will not provide any fewer services, and the City will not provide a lower level of service in the Annexed Area than were in existence in such area at the time immediately preceding the annexation process.

The Parties agree that the City is not required to provide a service in the Annexed Area that is not included in this Agreement.

The City Council has authorized the City Manager to execute this Agreement on behalf of the City.

**APPROVED BY THE CITY COUNCIL FOR THE CITY OF JOSHUA, TEXAS, ON  
THIS THE 15TH DAY OF SEPTEMBER, 2022.**

**CITY OF JOSHUA, TEXAS**

By: \_\_\_\_\_

Mike Peacock

Title: City Manager, City of Joshua

**ATTEST:**

\_\_\_\_\_  
Name: Alice Holloway

Title: City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Name: Terrence S. Welch

Title: City Attorney

**OWNER:**

**ELITE DEVELOPERS, INC.**

\_\_\_\_\_  
Printed Name: Clyde Sewell

Title: \_\_\_\_\_

Address: P.O. Box 242  
Joshua, Texas 76058

Date: \_\_\_\_\_

**EXHIBIT A**  
**(Property Description)**

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, PROVIDING FOR THE ANNEXATION OF A TRACT OF LAND SITUATED IN THE THOMAS W. BAIRD SURVEY, ABSTRACT NO. 40, JOHNSON COUNTY, TEXAS, CONTAINING APPROXIMATELY 0.935 ACRES OF LAND; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING THAT THE OWNER OF THE ABOVE-DESCRIBED TRACT OF LAND SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS OF JOSHUA AND BE BOUND BY THE ACTS AND ORDINANCES NOW IN EFFECT AND HEREAFTER ADOPTED; ADOPTING AN ANNEXATION SERVICE AGREEMENT FOR THE TRACT; PROVIDING FOR AMENDING AND CORRECTING THE OFFICIAL BOUNDARIES OF THE CITY; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Joshua, Texas ("City Council"), pursuant to the consensual annexation authority contained in Chapter 43 of the Texas Local Government Code, has investigated and determined that it would be advantageous and beneficial to Joshua and its inhabitants to annex the hereinafter described property ("Property") into the City of Joshua ("City") upon the request of the owner of said Property; and

**WHEREAS**, the City Council finds that all requisites relative to consideration and adoption of this Ordinance have been complied with, pursuant to Chapter 43, Texas Local Government Code; and

**WHEREAS**, the City Council finds that the Property that is the subject of this Ordinance is within the extraterritorial jurisdiction of the City and is adjacent and contiguous to the existing City limits of the City; and

**WHEREAS**, the City Council finds that the field notes close the boundaries of the Property being annexed; and

**WHEREAS**, the City Council has conducted a public hearing at which persons interested in the annexation were given an opportunity to be heard regarding the proposed annexation and the proposed service plan; and

**WHEREAS**, the City Council finds the public hearing was conducted and held in accordance with Chapter 43 of the Texas Local Government Code; and

**WHEREAS**, the City Council finds that the City and owner have entered into an Annexation Service Agreement that meets the requirements of Section 43.0672 of the Texas Local Government Code; and



**WHEREAS**, the City Council finds that all legal notices, hearings, procedures and publishing requirements for annexation have been performed and completed in the manner and form set forth by law.

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

### **SECTION 1**

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

### **SECTION 2**

The Property described in attached Exhibit A, incorporated for all purposes into the body of this Ordinance, is hereby annexed into the City and made a part thereof.

### **SECTION 3**

The Annexation Service Agreement for the Property is attached hereto as Exhibit B and made a part hereof for all purposes, and the City Manager is hereby authorized to execute same on behalf of the City.

### **SECTION 4**

From and after the passage of this Ordinance, the Property shall be a part of the City, and the inhabitants thereof shall be entitled to all the rights and privileges of all of the citizens of City and shall be bound by all of the ordinances and regulations enacted pursuant to and in conformity with the laws of the State of Texas.

### **SECTION 5**

That the official map and boundaries of the City are hereby amended to include the Property as part of the City and that a certified copy of this Ordinance shall be filed in the County Clerk's Office of Collin County, Texas.

### **SECTION 6**

The City Manager is hereby directed and authorized to perform or cause to be performed all acts necessary to effectuate this Ordinance, including any corrections to the official map of the City to add the territories hereby annexed as required by law.

### **SECTION 7**

The City Manager is hereby directed and authorized to file a certified copy of this Ordinance with the necessary governmental agencies.

## **SECTION 8**

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

## **SECTION 9**

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

## **SECTION 10**

This Ordinance shall become effective immediately upon its passage.

**DULY PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, ON THIS 15TH DAY OF SEPTEMBER, 2022.**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
**Terrence S. Welch, City Attorney**

**EXHIBIT A**  
**(Property Description)**

**EXHIBIT B**  
**(Annexation Service Agreement)**

## **OWNER'S CERTIFICATE**

(220 RANCH ROAD-ELITE DEVELOPERS, INC.)

STATE OF TEXAS

COUNTY OF JOHNSON

WHEREAS, ELITE DEVELOPERS, INC. are the owners of a tract of land situated in the THOMAS W. BAIRD Survey, Abstract No. 40, JOHNSON County, Texas and being out of a 0.99 acre tract conveyed to ELITE DEVELOPERS, INC., and being more particularly described as follows:

BEING AN 0.935 ACRE TRACT OF LAND SITUATED IN THE THOMAS W. BAIRD SURVEY, ABSTRACT NO. 40, JOHNSON COUNTY, TEXAS, AND BEING A PART OF A CALLED 1.0 ACRE TRACT OF LAND CONVEYED TO ELITE DEVELOPERS, INC., AS RECORDED IN WARRANTY DEED 2017-5773, OFFICIAL PUBLIC RECORDS, JOHNSON COUNTY, TEXAS. SAID 0.935 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" CAPPED IRON ROD STAMPED "TRANSGLOBAL SERVICES" SET FOR THE NORTHWEST CORNER OF SAID 0.935 ACRE TRACT, FROM WHICH A 3/8" IRON ROD FOUND FOR THE ORIGINAL NORTHWEST CORNER OF SAID CALLED 1.00 ACRE TRACT BEARS N 00°13'13" W, A DISTANCE OF 16.35 FEET (TIE). SAID SET 1/2" CAPPED IRON ROD STAMPED "TRANSGLOBAL SERVICES" BEING CALLED THE POINT OF BEGINNING AND HAVING A TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE (4202), STATE PLANE COORDINATE OF N: 6843915.55, E: 2313742.94 FEET, FOR REFERENCE.

THENCE N 89°38'09" E, A DISTANCE OF 175.02 FEET TO A 1/2" CAPPED IRON ROD STAMPED "TRANSGLOBAL SERVICES" SET FOR THE NORTHEAST CORNER OF SAID 0.935 ACRE TRACT, FROM WHICH A 1/2" IRON ROD FOUND FOR THE ORIGINAL NORTHEAST CORNER OF SAID CALLED 1.00 ACRE TRACT BEARS N 00°25'07" E, A DISTANCE OF 14.66 FEET (TIE);

THENCE S 00°25'07" W, A DISTANCE OF 233.64 FEET TO A 1/2" CAPPED IRON ROD STAMPED "TRANSGLOBAL SERVICES" SET FOR THE SOUTHEAST CORNER OF SAID 0.935 ACRE TRACT;

THENCE S 89°53'47" W, A DISTANCE OF 174.21 FEET TO A 1/2" CAPPED IRON ROD STAMPED "TRANSGLOBAL SERVICES" SET FOR THE SOUTHWEST CORNER OF SAID 0.935 ACRE TRACT;

THENCE N 00°13'13" E, A DISTANCE OF 232.84 FEET TO THE POINT OF BEGINNING, CONTAINING 0.935 ACRES OR 40,724 SQUARE FEET OF LAND, MORE OR LESS.



**City Council Agenda  
September 15, 2022**

**Minutes Resolution**

**Action Item**

**Agenda Description:**

Discuss, consider, and possible action on a Development Agreement between the City of Joshua and Joshua Development Company, Ltd., relative to the residential subdivision development of Joshua Meadows Addition Phase 3C; and authorize the City Manager to sign the agreement.

**Background Information:**

The planned development for this property was approved for residential use in 2007.

**DEVELOPER'S AGREEMENT**

A. When required. A developer's agreement is required to be executed in the event public works improvements are required, when the developer requests a waiver or credit of fees, credits for prior or proposed improvements or dedications, requests a pro rata arrangement, or dedicates park land to the City.

**Financial Information:**

N/A

**City Contact and Recommendations:**

Aaron Maldonado

Director of Development Services

Staff recommends approval.

**Attachments:**

1. Development Agreement Joshua Meadows Ph. 3C.





## **DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** ("Agreement") is entered into by and between the City of Joshua, Texas ("City"), and Joshua Development Company, Ltd. ("Owner") (individually, a "Party" and collectively, the "Parties") to be effective (the "Effective Date") on the latest date executed by a Party.

**WHEREAS**, the City is a home-rule municipal corporation, located in Johnson County, Texas, organized and existing under the laws of the State of Texas; and

**WHEREAS**, Owner is in the process of platting and ultimately developing Phase 3C of the Joshua Meadows Addition, which phase of the property is more particularly described and depicted in Exhibit A, attached hereto and incorporated by reference (the "Property"); and

**WHEREAS**, this Agreement seeks to incorporate, in part, the negotiated and agreed upon development standards originally contained in the underlying zoning ordinance, as amended, and/or this Development Agreement, to recognize Owner's reasonable investment-backed expectations in the Property, and as more fully described herein; and

**WHEREAS**, subject to the terms of this Agreement, Owner agrees and acknowledges that it will construct on the Property structures in accordance with the provisions, standards and notes, if any, reflected in this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing premises, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Parties to this Agreement agree as follows:

**1. Building Materials for Construction of Single-Family Residential Structures on the Property.** Owner agrees that all single-family residential structures on the Property shall be constructed of exterior masonry material of at least eighty percent (80%) of the total exterior walls to the top plate, excluding doors, windows, and porches. For purposes of this Agreement, "masonry" shall mean that form of construction composed of brick, stone, or decorative split face block or combination of these materials lay-up unit by unit and set in mortar with a natural finish.

**2. Construction of Public Improvements.** Prior to the issuance of a building permit for any single-family residential structure on the Property, Owner shall construct all necessary public improvements thereon, including streets and drainage improvements. All public improvements shall be constructed in accordance with City ordinances and construction standards, and shall be acceptable and approved by the City Engineer. Any exception to these requirements shall be subject to applicable City ordinances with approval by the City Council of such exception.

**3. Fees in Lieu of Parkland Dedication.** The Parties hereto agree and acknowledge that all required dedication of parkland or alternatively, fees in lieu of parkland dedication, were previously paid to the City by Owner and therefore, no additional fees are required for Phase 3C of the development.

**4. Applicability of City Ordinances.** Owner shall construct all structures on the Property in accordance with all applicable City ordinances and building/construction codes, whether now existing or arising prior to such construction in the future.

**5. Default.** No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If either Party is in default under this Agreement, the other Party shall have the right to enforce the Agreement in accordance with applicable law, provided, however, in no event shall any Party be liable for consequential or punitive damages.

**6. Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Johnson County, Texas. Exclusive venue for any action arising under this Agreement shall lie in Johnson County, Texas.

**7. Notice.** Any notices required or permitted to be given hereunder (each, a "Notice") shall be given by certified or registered mail, return receipt requested, to the addresses set forth below or to such other single address as either party hereto shall notify the other:

If to the City:                      City of Joshua  
    101 S. Main Street  
    Joshua, Texas 76088  
    Attention: City Manager

If to Owner:                         Joshua Development Company, Ltd.  
    5137 Davis Boulevard  
    North Richland Hills, Texas 76180  
    Attention: Scott Sandlin

**8. Prevailing Party.** In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable

costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

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

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

**11. Binding Agreement.** A telecopied facsimile or pdf of a duly executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms herein.

**12. Authority to Execute.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The City warrants and represents that the individual executing this Agreement on behalf of the City has full authority to execute this Agreement and bind the City to the same. Owner warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Owner to the same. The City Council has expressly authorized the City Manager of the City to execute this Agreement on behalf of the City.

**13. Filing in Deed Records.** This Agreement, and any and all subsequent amendments to this Agreement, shall be filed in the deed records of Johnson County, Texas.

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

**15. Notification of Sale or Transfer; Assignment of Agreement.** With respect to any sale or transfer of the Property occurring prior to City approval of the public improvements constructed pursuant to this Agreement, Owner shall notify the City in writing of any sale or transfer of all or any portion of the Property, within ten (10) business days of such sale or transfer. Owner has the right (from time to time without the consent of the City, but upon written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Owner under this Agreement, to any person or entity (an "Assignee") that is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control with Owner. Owner may assign this Agreement to a non-affiliate third party with approval from the City which will not be unreasonably withheld. Each assignment shall be in writing executed by Owner and the Assignee and shall obligate the Assignee to be bound by this Agreement

with respect to the portion of the Property transferred to Assignee. If the Property is transferred or owned by multiple parties, this Agreement shall only apply to, and be binding on, such parties to the extent of the Property owned by such successor owner, and if the Owner or any Assignee is in default under this Agreement, such default shall not be an event of default for any non-defaulting Assignee which owns any portion of the Property separate from the defaulting Owner or Assignee. A copy of each assignment shall be provided to the City within ten (10) business days after execution. Provided that the successor owner assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement with respect to the Property transferred to the successor owner, the assigning party will be released from any rights and obligations under this Agreement as to the Property that is the subject of such assignment, effective upon receipt of the assignment by the City. No assignment by Owner shall release Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment. Owner shall maintain true and correct copies of all assignments made by Owner to Assignees, including a copy of each executed assignment and the Assignee's Notice information. Any sale, transfer or conveyance of any part of the Property after City acceptance of the public improvements constructed at the Property, such as sales of individual lots, are not subject to any notice or approval provisions of this Agreement.

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

**17. Effect of Recitals.** The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

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

**19. Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile or pdf signature will also be deemed to constitute an original.

**20. Exactions/Infrastructure Costs.** Owner has been represented by legal counsel in the negotiation of this Agreement and been advised or has had the opportunity to have legal counsel review this Agreement and advise Owner, regarding Owner's rights under Texas and federal law. Owner hereby waives any requirement that the City retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations

Code, to review and determine that the exactions required by the City in this Agreement are roughly proportional or roughly proportionate to the proposed development's anticipated impact. Owner specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government Code; however, notwithstanding the foregoing, Owner hereby releases the City from any and all liability under § 212.904 of the Texas Local Government Code, as amended, regarding or related to the cost of those municipal infrastructure requirements imposed by this Agreement.

**21. Waiver of Texas Government Code § 3000.001 et seq.** With respect to any structures constructed on the Property pursuant to this Agreement, Owner hereby waives any right, requirement or enforcement of Texas Government Code §§ 3000.001 et seq., as amended.

**22. Rough Proportionality.** Owner hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution with respect to infrastructure requirements imposed by this Agreement. Owner and the City further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the terms of this Agreement, with respect to infrastructure requirements imposed by this Agreement.

**23. Time.** Time is of the essence in the performance by the Parties of their respective obligations under this Agreement.

**24. Third Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third-party beneficiaries by entering into this Agreement.

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

**26. Miscellaneous Drafting Provisions.** This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply.

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



**CITY:**

**THE CITY OF JOSHUA, TEXAS**

By: \_\_\_\_\_

Name: Mike Peacock

Title: City Manager, City of Joshua

**STATE OF TEXAS            )**

**)**

**COUNTY OF JOHNSON    )**

      This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2022, by Mike Peacock, City Manager of the City of Joshua, Texas, on behalf of the City of Joshua, Texas.

Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_

**OWNER:**

**JOSHUA DEVELOPMENT COMPANY, LTD.**

\_\_\_\_\_  
Scott Sandlin, Its Manager

**STATE OF TEXAS        )**  
                                  )  
**COUNTY OF TARRANT )**

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2022, by Scott Sandlin on behalf of Joshua Development Company, Ltd., and known to be the person whose name is subscribed to the foregoing instrument, and that he executed the same on behalf of and as the act of such Owner.

Notary Public, State of Texas  
My Commission Expires: \_\_\_\_\_

**EXHIBIT A**  
**(Property Description)**

### JOSHUA MEADOWS ADDITION – PHASE 3C- PROPERTY DESCRIPTION

Being a tract of land owned by the Joshua Development Company, LTD, situated in the McKinney & Williams Survey, Abstract No. 636, County of Johnson, and being a portion of what is known as Tract 1, according to the deed recorded in Volume 3393 Page 369, Deed Records, Johnson County, Texas, and more particularly described as follows:

Beginning at a 1/2 inch iron rod found in the East line of a tract of land conveyed to Micheal Dean Kidd by deed recorded in Volume 1367, Page 321, (DRJCT), said iron rod also being the southwest corner of Lot 17, Block 7, Joshua Meadows, Phase 2B, as shown on Plat recorded in Volume 8, Page 881-882, Plat Records, Johnson County, Texas (PRJCT);

THENCE departing said East line and along the Southerly line of said Joshua Meadows, Volume 8, Page 881, Deed Records, Johnson County, Texas, the following 9 calls:

South 89°55'03" East, a distance of 243.81 feet to a 1/2" iron rod found;

South 00°01'32" East, a distance of 121.70 feet to a set 5/8" iron rod capped "Neel-Schaffer";

South 89°42'04" East, a distance of 60.00 feet to a 1/2" iron rod found;

South 89°56'25" East, a distance of 155.05 feet to a 1/2" iron rod found;

South 00°05'30" West, a distance of 326.93 feet to a 1/2" iron rod found;

South 89°16'05" East, a distance of 481.17 feet to a 1/2" iron rod found;

South 00°46'11" West, a distance of 534.83 feet passing the southwest corner of Lot 5, Block 8 of said Joshua Meadows, Phase 2A, continuing for a total distance of 594.93 feet to a set 5/8" iron rod capped "Neel-Schaffer";

South 89°22'24" East, a distance of 1.60 feet to a 1/2" iron rod found;

South 00°19'23" West, a distance of 234.83 feet to a 1/2" iron rod found for the southwest corner of Lot 5, Block 12 of said Joshua Meadows, Phase 2A, same being the most northerly, northwest corner of Joshua Meadows Addition, Phase 3B, recorded under Instrument Number 164-2020 PRJCT;

THENCE along the west line of said Joshua Meadows Addition, Phase 3B the next 6 calls:

South 62°05'26" West, a distance of 193.58 feet to found 5/8" iron rod capped "Neel-Schaffer;

South 00°42'59" West, a distance of 488.80 feet to found 5/8" iron rod capped "Neel-Schaffer;

North 89°17'07" East, a distance of 279.54 feet to found 5/8" iron rod capped "Neel-Schaffer;

South 00°42'53" East, a distance of 386.70 feet to found 5/8" iron rod capped "Neel-Schaffer;

North 89°17'07" East, a distance of 33.91 feet to found 5/8" iron rod capped "Neel-Schaffer;

South 00°42'53" East, a distance of 326.70 feet to found 5/8" iron rod capped "Neel-Schaffer in a south line of said Tract 1, same being the north line of a tract of land conveyed by deed to the Larry D. Boyd & Linda K. Boyd Trust, recorded in Volume 3015, Page 654 DRJCT, for the southwest corner of said Joshua Meadows Addition, Phase 3B;

THENCE South 89°17'07" West, along the said common line for an approximate distance of 507.30 feet, passing the northwest corner of said Larry D. Boyd & Linda K. Boyd Trust tract, same being the northeast corner of a tract of land conveyed by deed to James L. LeSueur and Sarah A. LeSueur, recorded in Volume 494, Page 399 (DRJCT), a total distance of 1050.53 feet to a set 5/8" iron rod capped "Neel-Schaffer" in the East line of a tract of land conveyed to Mildred Fullen by deed recorded in Volume 476, Page 55, Deed Records, Johnson County, Texas;

THENCE North 02°11'44" West, along said East line, a distance of 430.21 feet to a 1/2" iron rod found for the Southeast corner of a tract of land conveyed to Res No. 1 Trust, by deed recorded in Volume 3806, Page 554 (DRJCT);

THENCE North 01°20'01" West, along the east line of said Res No. 1 Trust tract, passing the southeast corner of said Micheal Dean Kidd tract, recorded in Volume 1367, Page 321 (DRJCT), and continuing along the east line of said Kidd tract for a total distance of 1,591.47 feet to a found 1/2" iron rod;

THENCE North 80°28'28" East, continuing along said east line, a distance of 27.66 feet to a found 1/2" iron rod;

THENCE North 00°01'39" West, continuing along said east line, a distance of 561.71 feet to the Point of Beginning and containing 2,167,697.758 square feet, or 49.763 acres of land.



**Council Meeting Agenda  
September 15, 2022**

**Resolution**

**Action Item**

**Agenda Description:**

Discuss, consider, and possible action on the resolution approving the submission of the grant application for the Bullet-Resistant Shields for Active Shooter Responses

**Background Information:**

The Joshua Police Department is applying for a grant from the Office of the Governor, Public Safety Office, Criminal Justice Division for the purchase of ballistic shields for response to active shooters.

**Financial Information:**

N/A

**City Contact and Recommendations:**

David Gelsthorpe, Chief of Police

Recommends approval of the resolution supporting the grant application for funds to purchase ballistic shields.

**Attachments:**

**Resolution**



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

WHEREAS, The City of Joshua finds it in the best interest of the citizens of Joshua, that the Bullet-Resistant Shields for Active Shooter Response be operated for the 2022; and

WHEREAS, the City of Joshua agrees to provide applicable matching funds for the said project as required by the Office of the Governor, Public Safety Office, Criminal Justice Division grant application; and

WHEREAS, the City of Joshua agrees that in the event of loss or misuse of the Office of the Governor funds, the City of Joshua assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, the City of Joshua designates the Chief of Police as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the City of Joshua approves submission of the grant application for the Bullet-Resistant Shields for Active Shooter Responses to the Office of the Governor.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS,  
THIS 15<sup>TH</sup> DAY OF SEPTEMBER, 2022**

---

Scott Kimble, Mayor

**ATTEST:**

---

Alice Holloway, City Secretary

**APPROVED AS TO FORM:**

---

Terrence S. Welch, City Attorney



## Joshua Fire Department

Memorandum #:

To: Mike Peacock, City Manager

From: Thomas Griffith, Chief

Copy:

Subj: ESD Contract Renewal

Date: September 2, 2022

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The contract for the provision of emergency services with the ESD is up for renewal on October 1, 2022. There are a few changes from last year's contract. Those changes are as follows.

1. The Payment for services (page 10), has been increased to \$190,237.44 over last years \$156,000.
2. The incentive for responding to incidents has been removed due to the additional funding for firefighter positions to our city (detailed in a separate MOU).
3. We are receiving an additional \$10,950.00 to assist with volunteer retention. I intend to use this funding for volunteer incentive payments.
4. All remaining incentives from the previous contract will remain in place including:
  - a. 25% up to \$5,000 for equipment and training.
  - b. 25% up to \$5,000 for emergency repairs to apparatus.
  - c. Reimbursement up to \$3,000 for required ISO and NFPA related equipment testing requirements, i.e. ladders, pumps, hoses.
  - d. Training scholarships for training through Training Division.

Under a separate MOU, the city will receive funding to support the hiring of four (4) firefighter positions. The total appropriation for the positions is \$65,000 each/annually. The funding is to be distributed through a SAFER grant model as follows:

Four Personnel Annually - \$65,000 each – Total \$260,000		
	City Cost Per Year	ESD Cost Per Year
Joshua % Pay/Year		
Year 1, 2 - 25%	\$65,000.00	\$195,000.00
Year 3 - 65%	\$169,000.00	\$91,000.00
Year 4 - 100%	\$260,000.00	\$0

Please let me know if you have any questions. I recommend approval of the contract as written, after review by our City Attorney.



**City Council Agenda  
September 15, 2022**

**(Minutes Resolution/Resolution/Ordinance)**

**Action Item**

**Agenda Description:**

Discuss, consider, and possible action on the renewal of the Johnson County ESD Contract for Fire and Emergency Services.

**Background Information:**

The Joshua Fire Department provides emergency services to a portion of Johnson through a contractual agreement. Our City Attorney has reviewed the contract and made recommendation for one correction, which is pending approval of the ESD at this writing. The change affects Article 5 (4), Page 11, first sentence, where it is believed that the first use of the word, DEPARTMENT, should be, DISTRICT.

**Financial Information:**

The City will receive the annual amount of \$190,237.44 for services rendered.

**City Contact and Recommendations:**

Thomas Griffith, Fire Chief, recommends approval of the contract after any necessary corrections.

**Attachments:**

Contract for Providing Fire Extinguishment and Emergency Services with a Municipality  
Appendix B – FY2022-2023 Incentives Available to Service Providers that make 40 or more calls for prior service years.

Contract Explanation Memorandum



**City Council Agenda  
September 15, 2022**

**Resolution**

**Action Item**

**Agenda Description:**

Discuss, consider, and possible action on a resolution casting votes for the Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election.

**Background Information:**

TML Intergovernmental Risk Pool Board of Trustees is holding an election for places 6-9. Each position is for a six-year term on the TML Interlocal Risk Pool (Workers' Compensation, Property, and Liability) Board of Trustees.

The City of Joshua has been asked to vote on the candidates they feel would be the most qualified for the role.

**Financial Information:**

None

**City Contact and Recommendations:**

Mike Peacock, City Manager  
Alice Holloway, City Secretary

**Attachments:**

1. Resolution
2. Official Ballot

**CITY OF JOSHUA**  
**RESOLUTION NO. 2022-**

Item 11.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS REGARDING THE TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL BOARD OF TRUSTEES ELECTION VOTING FOR PLACES 6-9 OF THE BOARD OF TRUSTEES; ESTABLISHING A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Joshua is a member of the Texas Municipal League Intergovernmental Risk Pool; and

**WHEREAS**, each Member of the Pool is entitled to vote for Board of Trustee members, including one vote for each place on the ballot: and

**WHEREAS**, the City of Joshua met in open session to consider the casting of the votes to which they are entitled.

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

**Section 1.** That the City of Joshua does hereby cast votes for the following person or persons to the Texas Municipal League Intergovernmental Risk Pool Board of Trustees for a six-year term by placing an “X” in the box beside the chosen candidate’s name:

**Place 6**

- ☐ Allison Heyward
- ☐ Kimberly Meismer

**Place 7**

- ☐ Mary Dennis
- ☐ James A. Douglas Ph.D.
- ☐ Rebecca (Becky) Haas
- ☐ James Hotopp

**Place 8**

- ☐ Chris Coffman
- ☐ Brett Haney
- ☐ Mike Land
- ☐ Marian Mendoza
- ☐ Louis R. Rigby

**Place 9**

- ☐ Barry Beard

☐ Stephanie Fisher

☐ Carl Joiner

☐ Opal Mauldin-Jones

☐ William Linn

Item 11.

**Section 2:** The City Secretary is hereby instructed to submit this Resolution to the office of David Reagan, Secretary of the Board, no later than September 30, 2022.

**Section 3:** That this Resolution shall take effect immediately upon its passage, and it is so resolved.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Joshua this 15<sup>th</sup> day of September 2022.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



# OFFICIAL BALLOT

## Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election

This is the official ballot for the election of Places 6 – 9 of the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool. Each Member of the Pool is entitled to vote for Board of Trustee members. Please record your organization's choices 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 for each place.

The officials listed on this ballot have been nominated to serve a six-year term on the TML Intergovernmental Risk Pool (Workers' Compensation, Property and Liability) Board of Trustees. The names of the candidates for each Place on the Board of Trustees are listed in alphabetical order on this ballot.

Ballots must reach the office of David Reagan, Secretary of the Board, no later than September 30, 2022. Ballots received after September 30, 2022, cannot be counted. **The ballot must be properly signed and all pages of the ballot must be mailed to: Trustee Election, David Reagan, Secretary of the Board, P.O. Box 149194, Austin, Texas 78714-9194. If the ballot is not signed, it will not be counted.**



**PLACE 6**

- ☐ **Allison Heyward.** Councilmember for the City of Schertz (Region 7) since 2018. She also serves as the Mayor Pro Tem. Mrs. Heyward was appointed to represent the Texas Municipal League Board of Directors as an ex-officio non-voting member of the Board of Trustees of the Texas Municipal League Intergovernmental Risk Pool. She earned a Bachelor's Degree in Accounting from Texas Southern University in 1990 and is a 2020 graduate of the Chamber Leadership Core Program. She is a TML Leadership Fellow, a Certified Municipal Officer (CMO), as well as a member of the TMRS Advisory Board on Benefit Design.
- ☐ **Kimberly Meisner.** Assistant City Manager for the City of Kerrville (Region 7). Ms. Meisner has over 25 years of public service, which includes serving Kerrville and La Porte. She earned a Master's Degree in Public Administration from the University of Texas at Arlington and a Bachelor's Degree in Human Resource Management from Columbia Southern University. She is a member of TCMA and serves on the Ethics Committee as the Region 8 Representative. She is also serving a second year as the Chair of the Ethics and Integrity Award subcommittee.

**WRITE IN CANDIDATE:**

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**PLACE 7**

- ☐ **Mary Dennis** (Incumbent). Mayor for the City of Live Oak (Region 7) since 2010. Mayor Dennis has served on the TML Risk Pool Board since 2018. She is currently Vice-Chair of the TML Risk Pool Board, and on October 1, 2022, will begin a two-year term as Chair. Among her numerous civic activities are serving as 2016/2017 President for the Texas Municipal League, 2021-2023 NLC Board Director, Treasurer of the Greater Bexar County Council of Governments, Chair of the Judson ISD Facilities Committee, Chair of the Bexar County Suburban Cities Committee, and President of the Live Oak Economic Development Corporation. She is also a 2019 Inductee of the San Antonio Women's Hall of Fame and the 2019 San Antonio Women's Chamber of Commerce "Comet Award."
- ☐ **James A. Douglas, Ph.D.** City Councilmember for the City of Kenedy (Region 7). Dr. Douglas is a current criminal justice instructor at Kenedy ISD. He is a national Law and Public Safety Education Network (LAPSEN) Honor Teacher who, along with some of his students, recently participated in the Washington, D.C. National Academy of Law and Justice. The LAPSEN Honor Teachers were identified from a national application process to identify educators with a passion for law and justice, excellence in leadership and teaching.
- ☐ **Rebecca (Becky) Haas.** Mayor of Richmond (Region 14). Mayor Haas is a business-owner in the historic downtown district of Richmond. She is a direct descendant of one of Stephen F. Austin's first settlers in Texas who are known as the Old Three Hundred. She is Chaplain for and a charter board member of the Descendants of Austin's Old Three Hundred organization. She is passionate about Texas history, a member of the Fort Bend County Historical Commission, a former member of the Richmond Historical Commission, a member of the Fort Bend County Museum, a board member of the Black Cowboy Museum, member of Historic Richmond Association, and is a Fort Bend Docent.
- ☐ **James Hotopp.** City Manager for Weatherford (Region 8) since 2019. Mr. Hotopp joined the City in 2007 as its Director of Water/Wastewater and Engineering and served the City in several capacities, including Utility Engineer, Director of Planning and Development, and Assistant City Manager. He serves as a voting member of Region C Water Planning Group for Texas, which prepares a regional water plan for a 16-county group in North Texas. Mr. Hotopp is a member of the North Texas City Manager's Association, the North Texas Commission, and a board member of the Texas Public Power Association. Previously, he worked in consulting engineering where he designed water treatment plants, wastewater treatment plants, water pump stations, wastewater lift stations, and distribution/collection lines.

**WRITE IN CANDIDATE:**



**PLACE 8**

- ☐ **Chris Coffman.** City Manager of Granbury (Region 8). Mr. Coffman has 24 years in public management. He has served as City Manager for Sealy, Borger, the Village of Timbercreek Canyon, and Panhandle. He has also served as the Director of Local Government Services of the Panhandle Regional Planning Commission and served as Interim City Manager for the Cities of Fritch and Stratford. During his time at the Panhandle Regional Planning Commission, he served 26 counties and 62 cities in the Panhandle. He is a past President of the TCMA. Mr. Coffman holds a Bachelor of Science Degree in Public Administration from West Texas A&M University and has a Certified Public Manager designation through Texas Tech University.
- ☐ **Brett Haney.** City Administrator for the City of Cockrell Hill (Region 13) since 2015. Mr. Haney has been with Cockrell Hill since 2006 and was promoted to Assistant City Administrator in 2011. He is originally from Southern California and moved to North Texas in 2000. Mr. Haney earned Bachelor of Applied Arts and Sciences and Master of Public Administration degrees from the University of North Texas. He is a member of TCMA and currently serves on the Public Policy Committee and has served on the TCMA Advocacy Committee in recent years. He is very active as Cubmaster and Den Leader for Cub Scout Pack 717 in Keller, Texas.
- ☐ **Mike Land.** City Manager for the City of Coppell (Region 13) since 2017, and Deputy City Manager from 2012-2017. Previously, he was Town Manager for Prosper, City Manager for Gainesville, and Executive Director for the Southwestern Diabetic Foundation. Mr. Land has served on the International City/County Management (ICMA) Board of Directors, ICMA's Advisory Board on Graduate Education, Texas A&M University's Development Industry Advisory Council, School Board Trustee for Gainesville Independent School District, and President of TCMA. Currently, he serves on the Texas Women's Leadership Institute Advisory Board and the UTA MPA Advisory Board.
- ☐ **Marian Mendoza.** City Administrator for the City of Helotes (Region 7) since 2020. Ms. Mendoza has held positions with the City of Alamo Heights, as Assistant to the City Manager (2005-2020), and with the City of San Antonio as a Management Analyst (2003-2005). Previously she served as a Director overseeing homeless transition housing programs for the Salvation Army. She also serves as the Ex-Officio Board Member of the Helotes Economic Development Corporation. Ms. Mendoza earned a Bachelor's Degree from St. Mary's University and is part of the Certified Public Management program at Texas State University. She is a member of the ICMA, TCMA, and the International Hispanic Network.
- ☐ **Louis R. Rigby.** Mayor of the City of La Porte (Region 14) since 2010. Mayor Rigby previously served as the District 5 Councilperson from 2004 until 2010, before being elected Mayor. He is a member and past Director of the La Porte-Bayshore Chamber of Commerce and has held the offices of Treasurer, Vice-President, and President of the Harris County Mayors and Councils Association. He graduated from San Jacinto College and the University of Houston before earning an MPA from the University of Houston-Clear Lake. Mayor Rigby served in the U.S. Airforce from 1968-1972. He has actively advocated for the La Porte region on issues including heavy haul and solutions for hurricane damage and management.

**WRITE IN CANDIDATE:**

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## PLACE 9

- ☐ **Barry Beard.** Commissioner for the City of Richmond (Region 14) since 2016. Mr. Beard retired from Moody National Bank where he was the Senior Vice President. He has served on many civic and community boards. He was President of the Board for Oak Bend Hospital, past Chair of the Central Fort Bend Chamber Alliance, past Chair of Arc of Fort Bend, Congressman Olson's Service Academy Interview Committee and Fort Bend Partnership for Youth. He also served on the original Richmond Charter Commission, Richmond Parks Commission, Richmond Development Corporation, Richmond Historical Commission, Richmond Comprehensive Planning Advisory Committee, and the Richmond Rosenberg Local Government Corporation.
  
- ☐ **Stephanie Fisher.** Councilmember for Johnson City (Region 7). In 2021, she was appointed as the Johnson City representative to the General Assembly of the Capital Area Council of Governments. The Executive Committee of the Capital Area COG appointed her to represent the COG on the Unified Scoring Committee of the Texas Department of Agriculture's Community Block Grant program. She serves on the Board of Directors for the Hill Country 100 Club and the Johnson City Community Education Foundation. She also is the Commissioner for the Johnson City Youth Football program and sits on an advisory committee for the Johnson City Youth Sports Association. She is active in her church, as well as multiple activities within Johnson City ISD, and is a member of the Blanco County Eclipse Task Force.
  
- ☐ **Carl Joiner.** Mayor for the City of Kemah (Region 14) since 2015. Prior to that, he served as a Kemah City Councilmember for three years. He has served as President of the Kemah Community Development Corporation, Chairman of the Bay Area Houston Transportation Partnership, member of the Convention and Visitors Bureau Board, Chairman of the Clear Creek Education Foundation, board member of the Chris Reed Foundation, Chairman of the Clear Lake Area Chamber, and Treasurer of the League City Regional Chamber of Commerce. He has received awards such as the Chairman's Award in 2020 for the League City Regional Chamber of Commerce and the Sam Walton Award for Integrity in Business.
  
- ☐ **Opal Mauldin-Jones (Incumbent).** City Manager for the City of Lancaster (Region 13) since 2011, and in various other roles for Lancaster since 2003. Under her leadership, the City has experienced two consecutive bond rating increases without issuing debt. The City has been designated a 2019 All-America City and received the CiCi Award. It is one of less than 25 communities with all five Transparency Stars awarded by the Texas Comptroller. Ms. Mauldin-Jones earned her Bachelor Business Administration and Master Public Administration degrees from the University of Texas at Arlington. She currently serves on the TCMA Board as Director-at-Large and as Vice President-Elect, and on the Board of the TML Intergovernmental Risk Pool.
  
- ☐ **William Linn.** City Manager of Kenedy (Region 7). Mr. Linn is a member of TCMA and ICMA. He earned a Bachelor of Science Degree in Business from Indiana University's Southeast campus. Thereafter, he was accepted to several law schools where he intended to specialize in business and intellectual property law. However, Mr. Linn opted to enroll in Southern New Hampshire University where he earned a Master of Business Administration and Master of Science in Organizational Leadership concurrently. He is a Certified Fraud Examiner and a Certified Public Manager. He is working to complete the Lean Six Sigma Black Belt and Project Manager Professional Certifications.

**WRITE IN CANDIDATE:**

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## **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 public entity named below.

Witness my hand, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name of Authorized Official

\_\_\_\_\_  
Printed Name of Political Entity



**September 15, 2022 Agenda  
City Council**

**Resolution**

**Action Item**

**Agenda Description:**

Discuss, consider, and possible action on a resolution creating a Charter Review Commission to consider amendments to the City Charter.

**Background Information:**

The Texas Constitution empowers a city to amend its charter in any manner which it may desire, so long as it does not conflict with the Constitution and state law. Tex. Const. Art. XI, §5

The Texas Constitution provides that a city charter shall not be altered, amended or repealed more often than every two years.

City council may establish a charter review commission, determine the size of such a commission, and is free to accept, reject, or modify any and all recommendations made by the commission.

During the August 18, 2022 city council meeting, it was discussed that each elected official shall appoint one person to serve on the commission. Also, it was discussed that two elected officials will serve. In addition, it was discussed that the City Manager, City Secretary, and City Attorney will serve as the supporting staff members.

If the City Council decides to move forward with any of the recommendations of the commission, the city is required to prepare the ballot in such a way that a voter may approve or disapprove any one or more amendments without having to approve or disapprove all of the amendments. Tex. LGC Sec. 9.004(e).

City Council must order a charter amendment election be held on the first authorized uniform election date prescribed by the Election Code or on the earlier of the date of the next municipal general election or presidential general election. The election date must allow sufficient time to comply with other requirements of law and must occur on or after the 30th day after the date the ordinance ordering the election is adopted. The goal is to have the amendments from the commission presented to the city council in time to call a special election (if needed) at the same time the May general election will be called and held on the same date-May 6, 2023.

The city must publish a notice of a charter amendment election in a newspaper of general circulation that is published in the city. The notice must: (1) include a substantial copy of the

proposed amendment; (2) include an estimate of the anticipated fiscal impact to the city if the proposed amendment is approved at the election; and (3) be published on the same day in each of two successive weeks, with the first publication occurring before the 14th day before the date of the election.

Item 12.

Charter amendment(s) goes into effect when the city council enters an order in the records of the city declaring that the charter amendment(s) is adopted. As soon as practicable after the city adopts an amendment(s), the mayor or the chief executive officer of the city shall certify to the secretary of state an authenticated copy of the charter under the city's seal showing the approval of the charter or amendment by the voters of the city.

The City Secretary shall record in the City Secretary's office a charter amendment adopted by the voters of the municipality. If a charter or amendment is not recorded on microfilm, as may be permitted under another law, it shall be recorded in a book kept for that purpose. Recorded charters or amendments are public acts. LCG Section 9.008.

As of September 8, 2022, the following council members have submitted the following nominees to serve on the committee:

<u>Elected Official</u>	<u>Nominee</u>
Mayor	Sharlotta Connally
Council 1	Glen Walden
Council 2	
Council 3	Blake Hall
Council 4	
Council 5	
Council 6	Julian Torrez

Mr. Scott Hendricks has agreed to serve if council wishes to appoint him.

### **Financial Information:**

There is no cost for the appointment of the commission. If amendments are approved, then there will be cost of publications, legal fees, and the special election. If a general election is held in May, the special election will be minimum.

### **City Contact and Recommendations:**

City Manager, Mike Peacock  
City Secretary, Alice Holloway

### **Attachments:**

1. Resolution



## CITY OF JOSHUA, TEXAS

### RESOLUTION NO. \_\_\_\_\_

#### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, CREATING A CHARTER REVIEW COMMISSION; MAKING FINDINGS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Joshua, Texas ("City"), is a home-rule municipality located in Johnson County; and

**WHEREAS**, as such, the City has adopted a Charter and now wishes to review its Charter to bring it into conformity with state law as well as review other provisions of said Charter; and

**WHEREAS**, it is the desire of the City Council to create a Charter Review Commission to consider amendments to the City Charter, in accordance with Section 11.04 of the Joshua City Charter; and

**WHEREAS**, the City Council shall endeavor to provide the Charter Review Commission with an outline of possible amendments to the City Charter, and the Charter Review Commission shall be tasked with meeting to address and consider proposed charter amendments, with an eye toward public consideration of said proposed charter amendments at the May 2023 general election.

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

#### **SECTION 1**

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

#### **SECTION 2**

The City Council hereby creates a Charter Review Commission to consider amendments to the Joshua City Charter. The Charter Review Commission shall be composed of nine (9) members, two (2) of whom shall be City Council members appointed by the City Council as a whole, with one (1) appointment by each City Council member, for a total of nine (9) members. Five (5) members shall constitute a quorum and the meetings of the Charter Review Commission shall be open to the public and duly noticed in accordance with the Texas Open Meetings Act. City staff members, including the City Attorney, shall be authorized to attend each meeting and assist the Charter Review Commission in its deliberations.

**SECTION 3**

This Resolution shall take effect immediately from and after its date of passage.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, ON THIS 15TH DAY OF SEPTEMBER, 2022.**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
**Terrence S. Welch, City Attorney**



**Council Meeting Agenda  
September 15, 2022**

**Minutes Resolution**

**Action Item**

**Agenda Description:**

Discuss, consider, and possible action to support the Johnson County Threat Protocol as signed by the heads of all Johnson County Law Enforcement Agencies.

**Background Information:**

In the wake of the Uvalde Incident, the heads of all law enforcement agencies in Johnson County met to discuss a standardized protocol and response to emergency conditions caused by an active assailant posing an ongoing deadly threat.

**Financial Information:**

**City Contact and Recommendations:**

David Gelsthorpe, Chief of Police

**Attachments:**

**Johnson County Active Threat Response Protocol**

## **JOHNSON COUNTY ACTIVE THREAT RESPONSE PROTOCOL**

### **I. General Considerations**

- A. The purpose and intent of this protocol is to coordinate law enforcement response to the emergency conditions caused by an active assailant posing an ongoing deadly threat, to include, but not limited to, those from firearms, vehicles, explosives, and knives.
- B. The law enforcement agencies that are parties to this protocol are requesting their governing bodies to approve the Greater Dallas-Fort Worth Regional Law Enforcement Mutual Aid Task Force Agreement to allow member agencies to request assistance from other member agencies.
- C. This protocol is not to be construed to limit the legal authority of any law enforcement agency or officer. Nor is this protocol to be construed to impose any standard of conduct or care upon any officer or agency beyond that existing under applicable law. This protocol is intended by the participating agencies to be in full force and effect as the general order of each such participating agency.

### **II. Immediate Action**

- A. The first officers to arrive should recognize that their primary objective is to stop further violence. Officers should identify and communicate locations of victims needing medical attention. If practical, and absent continued violence, officers should treat any massive hemorrhaging that may result in the immediate loss of life.

### **III. Request for Assistance**

- A. A requesting agency will notify responding agencies of the following information:
  - 1. That the agency believes an active assailant is in the agency's jurisdiction.
  - 2. Location and description of the active assailant.
  - 3. When reasonably possible, the amount and type of equipment and number of law enforcement personnel requested.
  - 4. The specific location to which the equipment and personnel are to be dispatched and the interoperable radio channel to be used.
- B. A responding agency will determine the amount and type of equipment and personnel actually furnished.

### III. Incident Command

- A. In accordance with National Incident Management System (NIMS) and Incident Command System (ICS) principles, the first officer on scene is responsible for incident command until relieved by a higher authority.
- B. Personnel from responding agencies will report to and work under the direction of the designated incident commander.
- C. When there is more than one agency with incident jurisdiction, unified incident command should be established as soon as possible.
- D. Tactical teams, once they are authorized to undertake assignments, will operate under the direction of their tactical commander.
- E. The incident commander will release personnel of the responding agencies when their services are no longer necessary.
- F. The chief law enforcement officer, or his designee, of a responding agency, in his sole discretion, may at any time withdraw the personnel and equipment of the responding agency or discontinue participation in any activity initiated pursuant to this protocol.

### IV. Radio Communications

- A. Radio priority should be given to officers who have entered the structure to engage or search for active assailants.
- B. Other responding units, not on scene, should limit their radio traffic on the primary radio channel to keep the channel clear for responders inside or surrounding the structure, unless they are relaying information vital to the incident.

### V. Media Inquiry

- A. All requests for information should be directed to the designated public information officer or the incident commander.


### VI. Coordinating Agency

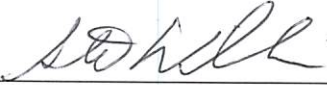
- A. The Johnson County Sheriff's Office will serve as the Coordinating Agency of this protocol and will maintain executed originals on file.
- B. The Coordinating Agency will conduct a meeting with law enforcement and school administrators at least twice per school year to discuss response and reunification procedures.

This protocol shall become effective upon signature of the parties listed below:

  
Adam King, Sheriff (date)  
Johnson County Sheriff's Office

  
Matt Wylie, Constable (date)  
Johnson County Constable's Office, Pct.1

  
Adam Crawford, Constable (date)  
Johnson County Constable's Office, Pct.2


  
Steve Williams, Constable (date)  
Johnson County Constable's Office, Pct.3

 8-17-2022  
Troy Fuller, Constable (date)  
Johnson County Constable's Office, Pct.4


 8/04/22  
Tim Payovich, Chief (date)  
Alvarado ISD Police Department


  
Teddy May, Chief (date)  
Alvarado Police Department


 08/24/2022  
Billy Cordell, Chief (date)  
Burleson Police Department

 8/4/2022  
Rob Severance, Chief (date)  
Cleburne Police Department

 8/4/22  
LeShai Maston, Chief (date)  
Crowley ISD Police Department

 08/04/22  
Kit Long, Chief (date)  
Crowley Police Department

 8/4/22  
Jason Jordan, Chief (date)  
Godley Police Department

 8-24-22  
Troy Arthur, Chief (date)  
Grandview Police Department

 08-04-2022  
David Hoschar, Chief (date)  
Joshua ISD Police Department

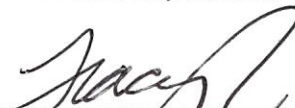
 08/12/2022  
David Gelsthorp, Chief (date)  
Joshua Police Department

This protocol shall become effective upon signature of the parties listed below:

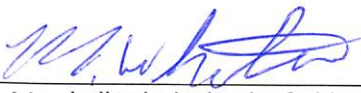
 08/04/22  
\_\_\_\_\_  
Timothy Kosar, Chief (date)  
Keene ISD Police Department

 8-18-22  
\_\_\_\_\_  
Bradford Hunt, Chief (date)  
Keene Police Department

 8-4-2022  
\_\_\_\_\_  
Greg Minter, Chief (date)  
Mansfield ISD Police Department

 aug 4, 2022  
\_\_\_\_\_  
Tracy Aaron, Chief (date)  
Mansfield Police Department

 8-4-22  
\_\_\_\_\_  
Ronny Potts, Chief (date)  
Rio Vista ISD Police Department

 08-04-2022  
\_\_\_\_\_  
Marshall Whitlock, Chief (date)  
Rio Vista Police Department

  
\_\_\_\_\_  
Robert Wood, Chief (date)  
Venus ISD Police Department

 08/24/2022  
\_\_\_\_\_  
James Groom, Chief (date)  
Venus Police Department



**City Council Agenda  
September 15, 2022****Minutes Resolution****Action Item****Agenda Description:**

Discuss, consider, and possible action on Board Appointments.

**Background Information:**

Below are a list of positions/terms that expire in October and a list of applicants that have applied to be appointed/re-appointed.

Please note that the applicants names are placed under the board of their interest to help with the appointment process. Staff makes no recommendation.

**Planning & Zoning**

<b>Seat Number</b>	<b>Current Member</b>	<b>Applicants Name</b>
1	Vacant (as of August 2022)	
2	Brandon Gage	
6	Bryan Sears	
7	Billy Jenkins	Billy Jenkins
Alt. 2	Danny Turpen	
		Robert Purdom
		David Footitt Sr.
		Jason Allred Sr.
		Ryan Mahar
		Julian Torrez (currently services as Alt. 1)

**Zoning Board of Adjustment**

<b>Seat Number</b>	<b>Current Member</b>	<b>Applicants Name</b>
2	Jennifer Hancock	Jennifer Hancock
4	Ashton Nicks	
Alt. 1	Vacant	
Alt. 2	Vacant	
		Kevin Meredith

**Type A EDC**

<b>Seat Number</b>	<b>Current Member</b>	<b>Applicants Name</b>
2	Shelly Anderson	Linda Childers
4	Linda Childers	
6	Angela Nichols	
		Joe Hollarn Joshua Burns

**Type B EDC**

<b>Seat Number</b>	<b>Current Member</b>	<b>Applicants Name</b>
2	Merle Breitenstein	Dustin Dees
4	Dustin Dees	
6	Kim Kimble	
		Kimberly Carter Sharon Price

**Heritage Preservation Committee**

<b>Seat Number</b>	<b>Current Member</b>	<b>Applicants Name</b>
1	Rick DePriest	Robbie Rumfield
2	Robbie Rumfield	
4	Vacant	
5	Vacant	

This board requires 1 member to be a councilmember and one member to be a Planning & Zoning Member (to be appointed by PZ in October).

**Animal Control Advisory Board**

<b>Seat Number</b>	<b>Current Member</b>	<b>Applicants Name</b>
1	Dr. Suzy Stewart	Dr. Suzy Stewart
2	Mike Kidd	
3	Sandra Runnels	Sandra Runnels
4	Kit Hall	Kit Hall
5	Staff-Carla Hall	Staff-Carla Hall

**Tax Increment Finance (TIF)**

<b>Seat Number</b>	<b>Current Member</b>	<b>Applicants Name</b>
1	Joe Hollarn	

2	Jerry Moore
3	Sharlotta Connally
4	Commissioner Howell
5	Commissioner Woolley

Item 14.
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Members 1-3 are appointed by City Council. Members 4-5 are appointed by County Commissioners.

City Council shall designate a member of the board to serve as chairman and the board elects a vice chairman and other officers as they see fit.

### **Library Board**

<b>Seat Number</b>	<b>Current Member</b>	<b>Applicants Name</b>
2	Christy Jones	Nicholas Larson

### **Financial Information:**

NA

### **City Contact and Recommendations:**

Alice Holloway, City Secretary

### **Attachments:**

1. Current Board Roster
2. Board Applications



ROSTER OF CITY OF JOSHUA  
BOARDS, COMMISSIONS AND CORPORATIONS

Updated August 2022

## PLANNING & ZONING COMMISSION

New Zoning Ordinance-2 year terms (4 terms or 8 years)

Seat	Name	Term Expires	Appointment	Years of Service
1	Vacant	10/2022		
2	Brandon Gage	10/2022	2019	3
3	Jerry Moore	10/2023	2021	1
4	Richard Connally	10/2023	2014	7
5	Brent Gibson	10/2023	2018	3
6	Bryan Sears	10/2022	2020	2
7	Billy Jenkins	10/2022	2018	3
Alternate	Julian Torrez	10/2023	2021	1
Alternate	Danny Turpen	10/2022	2021	1

## ZONING BOARD OF ADJUSTMENT

New Zoning Ordinance-2 year terms (4 terms or 8 years)

1	Jerry Moore	10/2023	2022	1<
2	Jennifer Hancock	10/2022	2019	3
3	Glen Walden	10/2023	2022	1<
4	Ashton Nicks	10/2022	2020	2
5	Jeremy Morris	10/2023	2016	6
Alternate	Vacant	10/2022		
Alternate	Vacant	10/2023		

### TYPE "A" EDC

2 year terms (bylaws) - (no term limits listed) - Each member shall serve until a successor is appointed.

Seat	Name	Term Expires	Appointment	Years of Service
1	David Morgan	10/2023	2017	5
2	Shelly Anderson	10/2022	2020	2
3	Johnny Waldrup	10/2023	2021	1
4	Linda Childers	10/2022	2012	10
5	Esley Henderson	10/2023	2011	11
6	Angela Nichols	10/2022	2020	2
7	Aleshia Hayes	10/2023	2021	1

### TYPE "B" EDC

2 year terms (bylaws) - (no term limits listed) - Each member shall serve until a successor is appointed.

1	Glen Walden	10/2023	2014	7
2	Merle Breitenstein	10/2022	2010	12
3	Bill Funderburk	10/2023	2017	5
4	Dustin Dees	10/2022	2014	8
5	Nicholas Larson	10/2023	2021	1
6	Kim Kimble	10/2022	2016	6
7	Courtney Hewett	10/2023	2021	1



## HERITAGE PRESERVATION COMMITTEE

3 year terms – No term limits (Ordinance)

3 members who own property or business located with the Heritage Preservation Overlay District.

1 member shall be a City Council Member

1 member shall be a Planning & Zoning Commissioner

Seat	Name	Term Expires	Appointment	Years of Service
1	Rick DePriest	10/2022	2018	4
2	Robbie Rumfield	10/2022	2014	8
3	Kristoffer Maddox	10/2023	2021	1
4	Vacant	10/2022		
5	Vacant	10/2023		

## ANIMAL CONTROL ADVISORY

2 year terms – No term limits (Ordinance)

1 licensed veterinarian

1 animal welfare organization representative

1 city official

1 city animal shelter employee

1 at large

1	Dr. Suzy Stewart	2022	2014	8
2	Mike Kidd	2022	2017	5
3	Sandra Runnels	2022	2019	3
4	Kit Hall	2022	2021	1
5	Staff-Carla Hall	2022	2020	2

## TAX INCREMENT FINANCE (TIF)

2 year term (Ordinance) No term limits

3 members are appointed by City Council and 2 members by Commissioners Court

City Council shall designate a member of the board to serve as chairman and the board elects a vice chairman and other officers as they see fit.

Seat	Name	Term Expires	Appointment	Years of Service
1	Joe Hollarn	10/2022	2012	10
2	Jerry Moore	10/2022	2014	8
3	Sharlotta Connally	10/2022	2016	6
4	Commissioner Howell	10/2022	2016	6
5	Commissioner Woolley	10/2022	2018	4

## LIBRARY BOARD

3 year terms

1	Palmer Byerley	10/2024	2018	3
2	Christy Jones	10/2022	2018	3
3	Sarah Breedlove	10/2023	2022	1<
4	Brenda Tanner	2024	Appointed by JISD	
5	Merle Breitenstein	2022	Appointed by JISD	
6	Rebecca Metzger	2023	Appointed by JISD	
7	Myrna Mason	2024	Appointed by JISD	

City Representative – Mayor (or designee) serves on the Library Board

School Representative – School Superintendent (or designee) serves on the board



City of Joshua  
101 S. Main Street, Joshua, TX 76058

City Secretary's Office  
(817) 558-7447 / Fax (817) 641-7526

BOARD / COMMISSION APPLICATION FORM

**Full Name:** Billy Jay Jenkins

**Address:** 107 Lakeaire Dr

**Phone No.:** [REDACTED]

**Email:** [REDACTED]

**Resident of the City, if yes, how many years?** Yes - 32 years Total

**Occupation:** Business Development Manager

**Place of Employment:** Siemens Digital Industries, Inc.

**Employment Address:** 107 Lakeaire Dr

**Voter Registration No.:** [REDACTED] **Date of Birth:** [REDACTED]

**Boards/Commission Chosen:**

Planning & Zoning Commission

**If you are interested in more than one board, What board is your preference:**

Planning and Zoning

**Name:** Billy Jay Jenkins

**Date:** 08/03/2022



City of Joshua  
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BOARD / COMMISSION APPLICATION FORM

**Full Name:** ROBERT Eugene PURDOM

**Address:** 4003 Crestwood Dr Ct.

**Phone No.** [REDACTED]

**Email:** [REDACTED]

**Resident of the City, if yes, how many years?** 14 years

**Occupation:** Retired

**Place of Employment:** USDA Natural Resources Conservation Service

**Employment Address:** 4003 Crestwood Dr

**Voter Registration No.:** [REDACTED]

**Date of Birth:** [REDACTED]

**Boards/Commission Chosen:**

Planning & Zoning Commission, Zoning Board of Adjustment

**If you are interested in more than one board, What board is your preference:**

Planning and Zoning

**Name:** Robert Purdom

**Date:** 08/03/2022



City of Joshua  
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BOARD / COMMISSION APPLICATION FORM

**Full Name:** David L Footitt Sr.

**Address:** 1211 S. Broadway 5213 Joshua, Tx 76058

**Phone No.:** [REDACTED]

**Email:** [REDACTED]

**Resident of the City, if yes, how many years?** 4.5

**Occupation:** Retired

**Place of Employment:** Retired

**Employment Address:** Na

**Voter Registration No.:**

**Date of Birth:** [REDACTED]

**Boards/Commission Chosen:**

Planning & Zoning Commission

**If you are interested in more than one board, What board is your preference:**

Recreation committee

**Name:** David L Footitt Sr.

**Date:** 08/03/2022



City of Joshua  
City Secretary's Office  
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## BOARD / COMMISSION APPLICATION FORM

Full Name: Jason W. Allred Sr.

**Address:** 1036 Wildwood Drive, Joshua, Texas 76058

Phone No.: N/A (H) N/A (W)                       (C)

Email: [REDACTED]

Resident of the City: X YES        NO If yes # of years: 1.3 years

Occupation: Cloud Security Architect

Place of Employment: IBM

**Employment Address:** 1036 Wildwood Drive, Joshua, Texas 76058

Voter Registration Number: \_\_\_\_\_ Date of Birth \_\_\_\_\_  
(To verify voter registration)

**Boards/Commission:** (Please rank your interest of serving on each Board/Commission)

Planning & Zoning Commission: 1

Zoning Board of Adjustment: 4

Type A Economic Development Corporation Board: 2

Type B Economic Development Corporation Board/Park Board: 3

Heritage Preservation District 6

Library Board 7

Animal Control Board 5

**Applicant Signature**

*(office use only)*

Date Received: \_\_\_\_\_ Appointed: \_\_\_\_ Yes \_\_\_\_ No Date Appointed: \_\_\_\_\_

Seat # \_\_\_\_\_ Letter of Confirmation: Yes

Comments : \_\_\_\_\_

Staff Signature: \_\_\_\_\_





City of Joshua  
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BOARD / COMMISSION APPLICATION FORM

Full Name: Ryan *Mahar*

Address: 409 lighthouse ct

Phone No. [REDACTED]

Email: [REDACTED]

Resident of the City, if yes, how many years? 3

Occupation: Land surveyor

Place of Employment: Olsson

Employment Address: 300 throckmorton st Fort Worth

Voter Registration No.:

Date of Birth: [REDACTED]

**Boards/Commission Chosen:**

Planning & Zoning Commission, Animal Control Advisory Board

**If you are interested in more than one board, What board is your preference:**

I'm panning and zoneing

**Name:** Ryan Mahar

**Date:** 07/22/2022



City of Joshua  
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BOARD / COMMISSION APPLICATION FORM

**Full Name:** Julian Patrick Torrez

**Address:** 951 YVONNE DR

**Phone No.** [REDACTED]

**Email:** [REDACTED]

**Resident of the City, if yes, how many years?** 5

**Occupation:** Title Officer

**Place of Employment:** Fair Texas Title

**Employment Address:** 951 YVONNE DR

**Voter Registration No.:**

**Date of Birth:** [REDACTED]

**Boards/Commission Chosen:**

Planning & Zoning Commission

**If you are interested in more than one board, What board is your preference:**

P&Z

**Name:** Julian Torrez

**Date:** 09/07/2022



City of Joshua  
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BOARD / COMMISSION APPLICATION FORM

**Full Name:** Jennifer Hancock

**Address:** 604 APPLE ST

**Phone No.:** [REDACTED]

**Email:** [REDACTED]

**Resident of the City, if yes, how many years?** 8

**Occupation:** Sales Admin

**Place of Employment:** Tension Envelope

**Employment Address:** 5900 Tension Drive

**Voter Registration No.:**

**Date of Birth:** [REDACTED]

**Boards/Commission Chosen:**

Planning & Zoning Commission, Zoning Board of Adjustment, Type "A" Economic Development Corporation Board, Type "B" Economic Development Corporation Board, Animal Control Advisory Board

**If you are interested in more than one board, What board is your preference:**

any

**Name:** Jennifer Hancock

**Date:** 09/06/2022



**City of Joshua**  
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**BOARD / COMMISSION APPLICATION FORM**

**Full Name:** Kevin Holt Meredith

**Address:** 113 Littlebrook Road

**Phone No.:** [REDACTED]

**Email:** [REDACTED]

**Resident of the City, if yes, how many years?** Yes, approaching 7 years.

**Occupation:** Plant Nursery Owner

**Place of Employment:** Panther City Grow Co.

**Employment Address:** 401 South Fox Lane

**Voter Registration No.:** [REDACTED]

**Date of Birth:** [REDACTED]

**Boards/Commission Chosen:**

Planning & Zoning Commission, Zoning Board of Adjustment, Type "A" Economic Development Corporation Board, Type "B" Economic Development Corporation Board

**If you are interested in more than one board, What board is your preference:**

Zoning Board of Adjustment

**Name:** Kevin Meredith

**Date:** 04/26/2022





City of Joshua  
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BOARD / COMMISSION APPLICATION FORM

**Full Name:** Joe Hollarn

**Address:** 3001 Oak Hill Rd

**Phone No.:** [REDACTED]

**Email:** [REDACTED]

**Resident of the City, if yes, how many years?** Alvarado

**Occupation:** Retired

**Place of Employment:** Retired

**Employment Address:** 3001 Oak Hill Rd

**Voter Registration No.:** [REDACTED]

**Date of Birth:** [REDACTED]

**Boards/Commission Chosen:**

Type "A" Economic Development Corporation Board

**If you are interested in more than one board, What board is your preference:**

Type A

**Name:** Joe Hollarn

**Date:** 07/26/2022



City of Joshua  
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BOARD / COMMISSION APPLICATION FORM

**Full Name:** Linda Childers

**Address:** 5001 Big Springs Dr.

**Phone No.:** [REDACTED]

**Email:** [REDACTED]

**Resident of the City, if yes, how many years?** 10

**Occupation:** Retired Teacher

**Place of Employment:** Retired

**Employment Address:** Retired

**Voter Registration No.:** [REDACTED]

**Date of Birth:** [REDACTED]

**Boards/Commission Chosen:**

Type "A" Economic Development Corporation Board

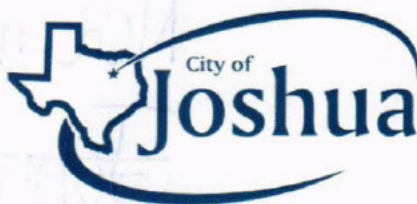
**If you are interested in more than one board, What board is your preference:**

Type "A" Economic Development Corporation Board

**Name:** Linda Childers

**Date:** 09/06/2022





City of Joshua  
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BOARD / COMMISSION APPLICATION FORM

**Full Name:** Joshua Burns

**Address:** 3019 Greenway Drive, Burleson, TX 76028

**Phone No.** [REDACTED]

**Email:** [REDACTED]

**Resident of the City, if yes, how many years?** No

**Occupation:** Pastor/Realtor

**Place of Employment:** The Church at Union Hill, Joshua/Keller Williams Realty,  
Johnson County

**Employment Address:** 1733 Conveyor Drive, Joshua, TX 76058/295 E. Renfro  
Street, Burleson, TX 76028

**Voter Registration No.:** [REDACTED]

**Date of Birth:** [REDACTED]

**Boards/Commission Chosen:**

Type "A" Economic Development Corporation Board, Type "B" Economic  
Development Corporation Board

**If you are interested in more than one board, What board is your  
preference:**

Type A Board or wherever I can serve the best.

**Name:** Joshua L. Burns

**Date:** 08/17/2022



City of Joshua  
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BOARD / COMMISSION APPLICATION FORM

**Full Name:** Dustin Lee Dees

**Address:** 802 Ridgeway Rd., Joshua, TX 76058

**Phone No.** [REDACTED]

**Email:** [REDACTED]

**Resident of the City, if yes, how many years?** 19 years

**Occupation:** Sales Manager

**Place of Employment:** Transnorm System Inc. - A Honeywell Co.

**Employment Address:** 2810 Ave. F East, Arlington, TX 76011

**Voter Registration No.:** [REDACTED]

**Date of Birth:** [REDACTED]

**Boards/Commission Chosen:**

Type "B" Economic Development Corporation Board

**If you are interested in more than one board, What board is your preference:**

Type B

**Name:** Dustin L. Dees

**Date:** 08/02/2022



City of Joshua  
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City Secretary's Office  
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BOARD / COMMISSION APPLICATION FORM

**Full Name:** Kimberly Carter

**Address:** 1016 Whitetail Court

**Phone No.:** [REDACTED]

**Email:** [REDACTED]

**Resident of the City, if yes, how many years?** Yes, since December 2020

**Occupation:** Real Estate Agent

**Place of Employment:** League Real Estate

**Employment Address:** 116 E Ellison St. Suite A, Burleson, TX 76028

**Voter Registration No.:** [REDACTED] **Date of Birth:** [REDACTED]

**Boards/Commission Chosen:**

Type "B" Economic Development Corporation Board

**If you are interested in more than one board, What board is your preference:**

Type B Economic Development

**Name:** Kimberly (Kim) Carter

**Date:** 08/29/2022



City of Joshua  
101 S. Main Street, Joshua, TX 76058

City Secretary's Office  
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BOARD / COMMISSION APPLICATION FORM

**Full Name:** Sharon Price

**Address:** 1211 S Broadway St Apt 2107-MARIPOSA APT

**Phone No.** [REDACTED]

**Email:** [REDACTED]

**Resident of the City, if yes, how many years?** Yes 4 years

**Occupation:** Retired— Accounting

**Place of Employment:** N/A

**Employment Address:** N/A

**Voter Registration No.:** [REDACTED]

**Date of Birth:** [REDACTED]

**Boards/Commission Chosen:**

Planning & Zoning Commission, Type "A" Economic Development Corporation  
Board, Type "B" Economic Development Corporation Board, Tax Increment  
Finance (TIF)

**If you are interested in more than one board, What board is your  
preference:**

Economic Development

**Name:** Sharon Price

**Date:** 07/23/2022





City of Joshua  
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BOARD / COMMISSION APPLICATION FORM

**Full Name:** Robbie Rumfield

**Address:** 521 n main Joshua

**Phone No. 8** [REDACTED]

**Email:** [REDACTED]

**Resident of the City, if yes, how many years?** 8

**Occupation:** Self

**Place of Employment:** Self

**Employment Address:** P.O. Box 1687 Burleson tx

**Voter Registration No.:**

**Date of Birth:** [REDACTED]

**Boards/Commission Chosen:**

Heritage Preservation Committee

**If you are interested in more than one board, What board is your preference:**

Sure

**Name:** Robbie rumfield

**Date:** 10/06/2022



**City of Joshua**  
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**City Secretary's Office**  
(817) 558-7447 / Fax (817) 641-7526

**BOARD / COMMISSION APPLICATION FORM**

**Full Name:** Sandra Runnels

**Address:** 7508 Weatherwood Ct

**Phone No. 8** [REDACTED]

**Email:** [REDACTED]

**Resident of the City, if yes, how many years?** Fort Worth

**Occupation:** retired

**Place of Employment:** homw

**Employment Address:** 7508 Weatherwood Ct

**Voter Registration No.:** [REDACTED]

**Date of Birth:** [REDACTED]

**Boards/Commission Chosen:**

Animal Control Advisory Board

**If you are interested in more than one board, What board is your preference:**

none

**Name:**Sandra Runnels

**Date:**09/06/2022





City of Joshua  
101 S. Main Street, Joshua, TX 76058

City Secretary's Office  
(817) 558-7447 / Fax (817) 641-7526

BOARD / COMMISSION APPLICATION FORM

**Full Name:** Suzy Stewart

**Address:** 635 N Broadway Joshua Tx 76058

**Phone No.:** 817-██████████-██████████

**Email:** ██████████@██████████.com

**Resident of the City, if yes, how many years?** No

**Occupation:** Veterinarian

**Place of Employment:** Joshua Animal Clinic

**Employment Address:** P O Box 1299 Joshua Tx

**Voter Registration No.:**

**Date of Birth:** ██████████/██████████/██████████

**Boards/Commission Chosen:**

Animal Control Advisory Board

**If you are interested in more than one board, What board is your preference:**

Animal Control

**Name:** Suzy Stewart

**Date:** 08/17/2022



City of Joshua  
101 S. Main Street, Joshua, TX 76058

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BOARD / COMMISSION APPLICATION FORM

**Full Name:** Kathryn (Kit) Hall

**Address:** 6608 Hatcher Rd.

**Phone No.** [REDACTED] (cell)

**Email:** [REDACTED]

**Resident of the City, if yes, how many years?** No

**Occupation:** Retired college professor

**Place of Employment:** Retired

**Employment Address:** N/A

**Voter Registration No.:** [REDACTED]

**Date of Birth:** [REDACTED]

**Boards/Commission Chosen:**

Animal Control Advisory Board

**If you are interested in more than one board, What board is your preference:**

N/A

**Name:** Kathryn Hall

**Date:** 08/03/2022



City of Joshua  
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BOARD / COMMISSION APPLICATION FORM

**Full Name:** Carla Hall

**Address:** 100 Santa Fe Street

**Phone No.:** [REDACTED]

**Email:** [REDACTED]

**Resident of the City, if yes, how many years?** No

**Occupation:** Joshua Animal Services Supervisor

**Place of Employment:** Joshua Animal Services

**Employment Address:** 100 Santa Fe Street

**Voter Registration No.:**

**Date of Birth:** [REDACTED]

**Boards/Commission Chosen:**

Animal Control Advisory Board

**If you are interested in more than one board, What board is your preference:**

Animal Control Advisory Board

**Name:** Carla Hall

**Date:** 08/03/2022



**City Council Agenda  
September 15, 2022**

**Minutes Resolution**

**Action Item**

**Agenda Description:**

Discuss, consider, and possible action on authorizing requests for proposals for administrative services (RFP) and requests for qualifications (RFQ) for the 2023-24 Texas Community Development Block Grant Program administered by the Texas Department of Agriculture.

**Background Information:**

The CDBG requires the City to have a 51% LMI or low to moderate income for a citywide benefit. We are sitting at 44.54% LMI, but it is a positive that we have a designated area to focus on to get the LMI above 51%. GrantWorks has a survey team that would be able to come by that area to do surveys (free of cost) after they are awarded the RFP.

The first priority listed is drainage, streets/roads, water/sewer, parks and recreation, fire and EMS. The second priority listed is all other eligible CDBG project types under the CDBG program by NCTCOG.

The grant maximum award for CDBG is up to \$500,000, and the deadline is set for the Spring of 2023 - there hasn't been a confirmed deadline date yet. The match for Joshua is 10% which is \$50,000 in total.

Cobb Drive would be the focus of the grant.

**Financial Information:**

The only cost associated with the RFQ is publication and postage.

**City Contact and Recommendations:**

Alice Holloway, City Secretary  
Amber Bransom, Asst. City Manager

**Attachments:**

## August 2022

August saw a push in new hiring for the department. The department made three conditional offers of employment for police officer positions. The department is also seeing the return of K9 Camo and Officer Tyler Smith. Officer Smith is being reinstated after a brief period in the private sector. There are currently enough applicants in various stages of the hiring process to bring the department to full staffing.

Lieutenant Fullagar began working on a grant from the Governor's Office to provide funding for the purchase of ballistic shields. The shields will enhance the department's ability to respond to active shooter events, by giving the responding officers greater protection from rifle rounds.

Chief Gelsthorpe signed an Active Threat Protocol with executives from all Johnson County law enforcement agencies. This protocol outlines the response and duties of all responding agencies and personnel to an active shooter event. Chief Gelsthorpe also met with Joshua ISD leadership to begin regular tabletop exercises to prepare and plan for various types of critical incidents.

## Patrol

Category	August 2022	August 2021	2022 year to date
Dispatched Calls	239	196	1,961
Arrests	13	12	104
Crash Reports	5	6	37
Traffic Stops	339	714	4,193
Citations	162	584	1,429
Outside LE Agency Assist	11	13	98
Reports	58	53	431

## K9

K9 Camo is returning to Joshua PD with the return of Officer Tyler Smith. Officer Smith and K9 Camo will be recertifying in narcotics detection and tracking. Officer Smith has teamed up with a large K9 training group, offering more opportunities to train and enhance Camo's skills and abilities.

## Investigations

Category	August 2022	August 2021	2022 year to date
Crimes Against Persons	5	1	36
Property Crime (Thefts, Damage)	12	13	72
Other (Drug or Alch/Missing/Deceased)	40	39	400

Training

Detective Sosebee and Detective O’Hearn attended the Crimes Against Children Conference in Dallas. The conference brought together investigators from various disciplines to discuss trends, investigative techniques, and technology in the investigation of crimes against children.

Community Outreach/Events

Event	Date
Crime Stoppers	August 9 <sup>th</sup>
Back to School Bash	August 13 <sup>th</sup>
Methodist Church Women’s Group	August 21 <sup>st</sup>
Homecoming Parade	August 29 <sup>th</sup>





## Joshua Fire Department Monthly Activity Report

August 2022

### RECENT ACTIVITIES

Volunteer hours totaled 679 for August, which is down from 786 in July, but still one of the highest numbers in the last three years.

### CODE COMPLIANCE

VIOLATION		2021-STILL ACTIVE		Aug-22		2022	
		OPEN	CLOSED IN 2022	OPENED	CLOSED	OPEN YTD	CLOSED YTD
Accessory Building		1	1			2	1
High Grass and Weeds		10	3	7	3	33	33
Junk and Debris		18	8	11	10	60	48
Junk Vehicle		5	3	1	1	9	9
Parking Violation		6		1	1	15	10
No Permit		2		2	1	8	5
Open Storage		1	1	1	3	7	6
Substandard Structure		2					
swimming pool Barrier		1			1	4	3
Solid waste violation		2					
Health and sanitation						1	1
No CO				2		4	2
prohibited occupancy						3	2
Public safety S&S				1		4	3
Open Vacant structure						1	1
Dilapidated Fence				2	2	2	2
		<b>48</b>	<b>16</b>	<b>28</b>	<b>22</b>	<b>153</b>	<b>126</b>

### TRAINING

DATE	TOPIC	HOURS	ATTENDANCE
08-03	Target Hazard walk-through of Owl Stadium	3	9
08-10	Target Hazard walk-through of Joshua Storage	3	11
08-17	Target Hazard walk-through Motel 6 and the new condos	3	8
08-24	Target Hazard walk-through of American Steel Carports	2	9
08-30	EMS CE's Extreme Heat Emergencies	3	5
08-31	EMS CE's Extreme Heat Emergencies	3	7

**EMERGENCY RESPONSE..**

<b>JOSHUA FIRE DEPARTMENT</b>								
<b>EMERGENCY RESPONSE STATISTICS</b>								
<b>YEAR:</b>	2022	<b>MONTH:</b>	August					
<b>EMERGENCY RESPONSES</b>								
<b>CITY INCIDENTS</b>			<b>August</b>	<b>YTD</b>	<b>COUNTY INCIDENTS</b>		<b>August</b>	<b>YTD</b>
Building Fires			1	5	Building Fires		0	3
Vehicle Fire			0	1				
Rail Vehicle Fire			0	1				
Arcing/Shorted Electrical Equipment			1	5	Chimney or Flu Fire		0	1
Cooking Fire			0	2	Grass Fires		1	13
Dumpster Fire			0	1	Outside Equip Fire		0	1
Grass Fires			1	18	EMS - Except MVA with Injuries		19	187
Outside Equip			0	1	MVA with Injuries		2	9
Outside Rubbish			0	1	MVA no Injuries		1	13
EMS - Exclude vehicle acc W/Inj			70	412	Oil or Other Combustible liquid spill		0	1
MVA with Injuries			4	23	Flammable Liquid spill		0	2
Animal Rescue			0	2	Public Service		0	2
MVA no Injuries			2	27	Natural Gas or LPG Leak		0	1
Lock-out			0	10	Power Line Down		0	4
Assist Invalid			8	52	Assist Invalid		0	14
Power Line Down			0	8	Unauthorized Burning		1	19
Unauthorized Burn			0	17	Dispatch & Cancelled Enroute		3	17
Good Intent			0	6	HazMat Invest - No HazMat		0	2
Dispatched/Cancelled			5	27	Smoke Det No Fire - Unintended		1	4
No Incident on Arrival			0	2	Fire Det No Fire - Unintended		0	1
Authorized Controlled Burn			0	2	CO Detector Activation - No CO		1	2
HazMat Invest - No HazMat			0	3	<b>TOTAL COUNTY</b>		<b>29</b>	<b>296</b>
Oil or Other Combustible liquid spill			3	9				
Wind Storm/Tornado Assessment			0	5				
Smoke Scare/Odor of Smoke			2	8				
Fire Alarm Activation/Unintentional			1	9				
Water Leak			0	1				
Mutual Aid Given			12	121				
<b>TOTAL CITY</b>			<b>110</b>	<b>779</b>	<b>TOTAL INCIDENTS</b>		<b>139</b>	<b>1075</b>
<b>MUTUAL &amp; AUTO AID RECEIVED</b>				<b>RESPONSE TIMES</b>	<b>August</b>	<b>July</b>		
	<b>August</b>	<b>YTD</b>		JOSHUA	6:00	7:10		
MA RECEIVED	7	40		COUNTY	9:07	11:36		
AA RECEIVED	7	48						
<b>STAFFING</b>	<b>August</b>	<b>YTD</b>			<b>August</b>	<b>YTD</b>		
INADEQUATE	0	0		<b>NO-RESP 2nd CALL</b>	3	23		
MISSED CALLS	0	0						

City of Joshua  
Municipal Court Council Report  
From 8/1/2022 to 8/31/2022

9/1/2022 7:11

Item 3.

**Violations by Type**

Traffic	Penal	City Ordinance	Parking	Other	Total
129	1	4	0	22	156

**Financial**

State Fees	Court Costs	Fines	Tech Fund	Building Security	Total
\$6,851.55	\$3,654.14	\$8,926.21	\$340.69	\$405.81	\$20,178.40

**Warrants**

Issued	Served	Closed	Total
0	0	16	16

**FTAs/VPTAs**

FTAs	VPTAs	Total
0	0	0

**Dispositions**

Paid	Non-Cash Credit	Dismissed	Driver Safety	Deferred	Total
65	0	30	11	26	132

**Trials & Hearings**

Jury	Bench	Appeal	Total
0	0	0	0

**Omni/Scofflaw/Collection**

Omni	Scofflaw	Collections	Total
75	0	75	150

9/1/2022 8:22:37 AM

## UTILITY BILLING

**Council Report**  
**Billing Period**      **8/1/2022 - 8/31/2022**

<b>Utility Bills Disbursed</b>	<b>Count</b>	<b>Amount</b>
Active	1899	\$33,878.16
Final Bill	17	\$28.20
Backdated Move In Date	48	\$838.48
First Bill	21	\$288.80
<b>Total</b>	<b>1985</b>	<b>\$35,033.64</b>

<b>Payments Received</b>	<b>Count</b>	<b>Amount</b>
Check	499	\$10,686.20
CreditCard	544	\$16,297.69
AchDraft	97	\$2,151.02
Cash	25	\$672.36
Other	6	\$109.36
MoneyOrder	5	\$263.52
<b>Total</b>	<b>1176</b>	<b>\$30,180.15</b>

<b>Service Orders Completed</b>	<b>Count</b>
<b>Total</b>	<b>0</b>

<b>Service Categories</b>	<b>Count</b>	<b>Amount</b>
Garbage/Recycling	3968	\$29,495.93
General	3968	\$2,945.63
<b>Total</b>	<b>0</b>	<b>\$32,441.56</b>



# Public Works Monthly Team Status Report

## For The Month Of August 2022

### Completed Items

Date Received	Work Order	Finish Date	Notes
8/1/2022	Cooper Detention Pond	8/31/2022	Seed and water pond
8/2/2022	Veatch 400 Blk and College St	8/2/2022	JCSUD street repairs
8/2/2022	Joshua Fire Station	8/2/2022	Annual employee SW3P education class
8/3/2022	6th St and Veatch Dr	8/5/2022	Asphalt street repairs and chip seal
8/8/2022	Wagon Wheel Rd	8/16/2022	Chip seal street
8/10/2022	City Wide	8/11/2022	Mow drainage channels
8/10/2022	City Wide	8/12/2022	Repair city streets with Durapatcher
8/12/2022	N Main St 700 Blk	8/12/2022	Install radar speed limit sign
8/17/2022	Service Center	8/17/2022	Haul spoil to recycler
8/19/2022	4th St and N Main	8/19/2022	Repair approach at intersection
8/22/2022	City Wide	8/22/2022	Clear drainage headwalls and deliver sandbags
8/23/2022	Clubhouse Dr	8/23/2022	Clear debris from headwall
8/23/2022	Edgehill Dr and Sandy Ln	8/23/2022	Clean up trees
8/24/2022	Country Club Dr 400 Blk	8/31/2022	Install culvert and concrete headwalls
8/25/2022	City Wide	8/29/2022	Mow drainage channels and treat with herbicide
8/29/2022	Greenbriar at Creek	8/30/2022	Install earthen berm and flowable fill

### In Progress

Year Round	City Wide		Reconditioning drainage easements
Year Round	City Wide		Street sign repairs
Year Round	City Wide		Asphalt street repairs
Year Round	City Wide		Repair potholes with Duramaxx
Year Round	City Wide		Set out traffic counter and gather data
Year Round	Development		SW3P Inspections

### Assigned But Not Yet Started

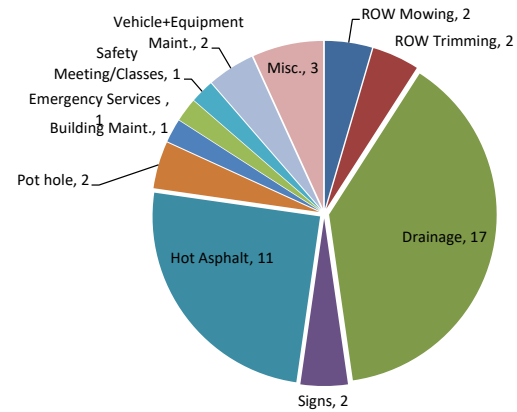



**City of Joshua**  
**Public Works Monthly Activity Report**  
**For the Month of August 2022**

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

Chart reflects one per daily occurrence

ROW Mowing	2
ROW Trimming	2
Drainage	17
Signs	2
Hot Asphalt	11
Pot hole	2
Building Maint.	1
Concrete	0
Emergency Services	1
Crack Seal	0
Safety Meeting/Classes	1
Supporting other Dept.	0
Vehicle+Equipment Maint.	2
Misc.	3



## New Businesses Report

### August 2022

New Businesses (Certificate of Occupancy Issued)	Address
Brick House Grill	107 N Mail "B"
Future New Businesses (Applied for Certificate of Occupancy not completed)	Address
Kelly's Daiquiris & More	336 N. Broadway
Premier Commercial Collision	619 N. Broadway
New CO Issued for existing Business (New Owner, New Location, Name change,etc)	Address
NONE	

## Building Inspection Report

### August 2022

August	2022	2021	YTD 2022	YTD 2021
Building	77	94	494	525
Electrical	56	68	324	376
Plumbing	54	44	240	310
Mechanical	28	29	95	153
Re-Inspections	47	13	223	56
Certificate of Occupancy	4	3	21	12
Certificate of Occupancy Re-Inspection	1	0	7	0
<b>Total # of Inspections</b>	<b>267</b>	<b>251</b>	<b>1404</b>	<b>1432</b>
Plan Review	31	14	115	159

## Building Permit Report

### August 2022

August	2022	2021	YTD 2022	YTD 2021
Building	28	14	188	288
Electrical	12	7	143	139
Plumbing	8	8	104	131
Mechanical	4	8	68	102
Permanent Sign	2	1	13	11
Temporary Sign	0	0	14	13
Certificate of Occupancy	2	6	20	12
Swimming Pool	2	4	15	21
Sprinkler System	2	3	50	86
Solicitor	0	0	3	0
Contractor Registration	31	15	162	141
MHP Registration	0	0	1	3
<b>Total # of Permits</b>	<b>91</b>	<b>66</b>	<b>781</b>	<b>947</b>

**City of Joshua**  
**Parks & Recreation**  
**Status Report**  
**For the month of August 2022**

**City of Joshua**  
**Parks & Recreation**  
**Status Report**  
**For the month of August 2022**

Grounds Maintenance	City Park	Baseball Complex	City Facilities	Entry Way Signs	Activity	Total
Mowing	44	30	33		Mowing	107
Weed Eating, Edging, Blowing	28	8			Weed Eating, Edging, Blowing	36
Hedge & Tree Trimming	24				Hedge & Tree Trimming	24
Flower Beds/Landscaping					Flower Beds/Landscaping	
Fertilizing/Over Seeding					Fertilizing/Over Seeding	
Irrigation	32	10			Irrigation	42
Trash Removal	70		30		Trash Removal	100
Field Maintenance	Field One	Field Two	Field Three		Field Mowing	30
Mowing	10	10	10		Field Weed Eating	9
Weed Eating	3	3	3		Infield Edging	24
Infield Edging	9	9	6		Striping	
Striping					Infield Draging	
Infield Draging					Infield Repair	
Infield Repair					Fertilizing/Over Seeding	
Fertilizing/Over Seeding					Infield Watering	54
Infield Watering	20	17	17		Trash Removal	
Trash Removal					Custodail Duties	100
Building Maintenance	City Park	Baseball Complex	City Facilities		General Repairs	78
Custodail Duties	66	6	28		Toddler Playground	
General Repairs	30	8	40		Equipment Maintenance	70
Toddler Playground					Special Events	
Equipment Maintenance	30	20	20		Remodeling	26
Special Events					Total Man Hours	700
Remodeling	16		10			



## **City Secretary's Office**

### **Monthly Report**

**August 2022**

The City Secretary, or Municipal Clerk, is the oldest public servant role in recorded history. The earliest Clerks appeared around 5,000 B.C. with the invention of writing. Biblical reference to the Town Clerk is found in the Book of Acts chapter 19, verse 35. In ancient Greece, the Town Clerk read official documents publicly at the opening of each meeting and pronounced a curse upon anyone who sought to deceive the people. Although City Secretaries no longer pronounce curses at meetings (well, most of us don't), we are still the Keepers of the Archives as we record, maintain, and safeguard the history of our City government. Every city in Texas is required to have a City Secretary as soon as it is formed. Although the duties are different for every city, there are core duties that all City Secretaries perform, some of which are required by the Texas Local Government Code. These duties include administering elections, managing records, coordinating public information requests, preparing agendas, recording minutes, facilitating City Council meetings, swearing-in municipal officers, and codifying ordinances approved by City Council.

### Agenda Summary:

City Council Meeting Agenda Summary Items: prepared, certified, published, and processed.

The Mayor and City Council approved the following items during the August 2022 and they were processed immediately following the meeting:

- Approval of meeting minutes of July 21, 2022.
- Ratified the letter of engagement for annual audit services with Snow Garrett Williams, Certified Public Accountants of Weatherford.
- Interlocal agreement with JCSUD for water utilities facilities relocation and maintenance regarding Mockingbird Phase 2.
- Interlocal agreement with JCSUD for water utilities facilities relocation and maintenance regarding Joshua Highlands Development.
- Issuance of a Tax Note in the amount of \$1,000,000 for expenses related to the municipal project .
- Resolution proposing the adoption of an Ad Valorem Tax Rate .
- Development agreements between the City of Joshua and property owners of parcels located on Lot 7 and 8 PT of Block 1, in the Scarlet Oaks Addition PH II.
- Ordinance disannexing tracts of land described in exhibit “A”.
- Ordinance amending the Code of Ordinances by adding a new Section 1.03.003, "Signatures and Seals: Electronic, Digital and Facsimile

### City Secretary attended the following meetings: Meeting Minutes prepared and approved:

August 1, 2022	Planning & Zoning Commission	• City Council – July 21, 2022
August 8, 2022	Type A EDC Meeting	• EDC Type A – April 18, 2022
August 8, 2022	Type B EDC Meeting	and July 11, 2022
August 10, 2022	TMCA Meeting	• EDC Type B - July 11, 2022
August 11, 2022	NTMCA Meeting	• Planning & Zoning - July 5, 2022
August 12, 2022	YMCA Board Meeting	
August 16, 2022	Mayor's Meeting with Pastors	
August 18, 2022	City Council Meeting	
August 19, 2022	YMCA/Chamber Meeting	
August 22, 2022	Type A Meeting	
August 24, 2022	YMCA Board Meeting	
August 25, 2022	Staff Meeting	
August 25, 2022	Develop Review Meeting	



## **Special Projects**

**Website Update-** The City Secretary is working with a team of employees on designing the new website. The goal is to be completed and online by the end of September 2022. The home page is completed and now working on department pages.

**Development Agreements-** City Secretary is currently working on another round of development agreements. They will be presented to city council in October 2022.

### **Alcoholic Beverage Permits Annual permits issued for 2022:**

- 309 E. 12<sup>th</sup> St.            Family Dollar Store
- 1001 Joshua Station    Brookshires
- 1003 Country Club    Mountain Valley Country Club
- 525 S. Broadway        Napoli Pasta
- 336 N. Broadway       K & S Bar-B-Q
- 100 S. Broadway        Valero
- 321 N. Broadway        Dollar General Store
- 103 S. Broadway        7-Eleven
- 420 N. Broadway        Joshua Food Mart
- 101 N. Main St.         Hickory Tree
- 401 N. Broadway        Joshua Food Mart
- 500 S. Broadway        Quick Mart
- 107 N. Main St. A       Three Rivers Coffee Co.
- 107 N. Main St. B       The Brick House Grill

## **Census Monthly Reporting**

Report of Building Permits for new residential structures –

There were three (3) new single-family homes with the total valuation of \$1,590,000

## **Code of Ordinance**

The Code of Ordinance Vault is updated as scheduled, and Supplement No. 17.1 has been uploaded to the website. All ordinances as of July 21, 2022, have been codified.

## Liens

The list below are active liens held by the City of Joshua as of the end of August 2022.

CITY OF JOSHUA OUTSTANDING PROPERTY LIENS AS OF 8/31/2022		
Property Address	Original Date of Lien	Total (w/o Interest)
Bentley, 203	12/11/2017	\$ 192.56
Broadway, 1525 S.	10/8/2014	\$ 18,550.00
Caddo Road (126.0827.00730)	1/20/2017	\$ 407.74
Caddo Road (126.0827.01990)	8/1/2018	\$ 934.50
Conveyor, 115	6/10/2013	\$ 175.75
CR 909, 801	10/14/2016	\$ 632.74
CR 913 (126.827.00740)	1/20/2017	\$ 232.74
Lakeview Dr. (126.3505.00360)	11/21/2016	\$ 282.74
Main, 200 N.	7/26/2016	\$ 192.74
Stadium Dr (126.0636.01640)	1/20/2017	\$ 682.74
Yvonne Dr, 1004	8/1/2018	\$ 482.79
4th Street, 523	2/12/2013	\$ 275.75
6th Street (126.0029.03440)	10/14/2016	\$ 232.74
6th Street & Santa Fe	10/14/2016	\$ 337.74
<b>TOTAL OUTSTANDING PROPERTY LIENS</b>		<b>\$ 23,613.27</b>

## Public Information Request

Below are the Public Information Request for the month of August.

1	Requested Date	Requestor	Documents	Date Released	AG Letter	Cost/Electronic	Notes
2	8/1/2022	April Wisdom	Police Report	8/18/2022	NA	-	Requestor Withdrew Request 8/18/2022
3	8/1/2022	Kimberly Ann Pearson	Police Report	8/10/2022	NA	-	Emailed
4	8/1/2022	Nadia Eissa	Police Report	8/4/2022	NA	-	Emailed
5	8/1/2022	Sammy Rangwala	Code Violation Report	8/4/2022	NA	-	Emailed
6	8/1/2022	Sammy Rangwala	Fire Report	8/4/2022	NA	-	Emailed
7	8/3/2022	Sheri Bungardner	Planned Development Reg	8/4/2022	NA	-	Emailed
8	8/3/2022	Deborah Ramsey	Fire Report	8/4/2022	NA	-	Mailed Clarification Letter 8/4/22
9	8/3/2022	James Morris	Police Report	8/17/2022	NA	-	No Report Found
10	8/4/2022	Tina Falcone	Police Report	8/10/2022	NA	-	No Report Found
11	8/5/2022	Chris Parrott	Plot Plan	8/16/2022	NA	-	Emailed
12	8/7/2022	Benjamin Kapitan		8/10/2022	NA	-	Clarification Letter Sent 8/10/2022
13	8/8/2022	Janine Rugas	Building Permit Report	8/16/2022	NA	-	Emailed
14	8/8/2022	Barton Canaan		8/8/2022	NA	-	Clarification Letter Sent 8/8/2022
15	8/8/2022	Barton Canaan		8/8/2022	NA	-	Clarification Letter Sent 8/8/2022
16	8/8/2022	Tina Falcone	Police Report	8/10/2022	NA	-	No Report Found
17	8/8/2022	Mary Curry	Police Report	8/16/2022	NA	\$0.50	Report Printed
18	8/9/2022	Lori Montelongo	Photos of Dog Attack	8/10/2022	NA	-	Emailed Pic after confirmation the were of her.
19	8/9/2022	Jennifer Smith	Police Report	8/9/2022	NA	-	Emailed Report
20	8/11/2022	Alejandra Mares	Police Report	8/17/2022	NA	-	No Document/unable to locate event number
21	8/12/2022	Tina Carbaugh		8/12/2022	NA	-	Clarification Letter Sent 8/16/2022
22	8/14/2022	Milton Faber	Fire Report	8/17/2022	NA	-	Emailed
23	8/15/2022	Maria Dorz	Violation Report	8/16/2022	NA	-	Emailed
24	8/15/2022	Irene Martinez	Police Report	8/29/2022	NA	0.8	Released to subject of report. Sent to Gina 8/18
25	8/15/2022	Shyanne Carson	Police Report	8/17/2022	NA	-	No Report Found
26	8/16/2022	Elisha Updyke	Police Report	8/17/2022	NA	-	No Report Found
27	8/16/2022	Tina Martin	Police Report	8/29/2022	NA	-	No Report Found
28	8/16/2022	SmartProcure (Eric Chung)	City Purchasing Records	8/17/2022	NA	-	Emailed
29	8/16/2022	LexisNexis	Police Report	8/16/2022	NA	\$6.00	Mailed
30	8/16/2022	LexisNexis	Police Report	8/16/2022	NA	\$6.00	Mailed
31	8/17/2022	LexisNexis	Police Report	8/17/2022	NA	\$6.00	Mailed
32	8/17/2022	Chris Parrott	Permit Report	8/17/2022	NA	-	Emailed
33	8/18/2022	Enrique Resendez	Employee Evaluation Repo	8/30/2022	NA	-	Emailed
34	8/18/2022	Christine Diana Micklin	Court Record	8/18/2022	NA	-	Forward to Court to Process
35	8/23/2022	Whitney Calfee	Police Report	8/30/2022	NA	-	Sent to Gina/PD 8/29--No Document
36	8/23/2022	Tyler Gerik	Police Report	8/23/2022	NA	-	Sent to Gina/PD 8/23--Emailed link to report
37	8/23/2022	Jose Rolando Ramirez	Police Report	8/24/2022	NA	\$6.00	Ready for Pick up
38	8/24/2022	Will Bruner	Zoning Changes	8/30/2022	NA	-	Emailed
39	8/24/2022	Laura Luce	Police Report	8/29/2022	NA	-	No Report Found
40	8/29/2022	LexisNexis	Police Report	8/29/2022	NA	\$6.00	Mailed
41	8/29/2022	LexisNexis	Police Report	8/29/2022	NA	\$6.00	Mailed
42	8/29/2022	LexisNexis	Police Report	8/29/2022	NA	\$6.00	Mailed
43	8/29/2022	Jessica Turner	Police Report	8/30/2022	NA	-	Sent to Gina/PD 8/29--No Document
44	8/29/2022	Alicin McCloud	Zoning Information	8/30/2022	NA	-	Emailed Link
45	8/31/2022	Sammy Rangwala	Code Violation Report	9/6/2022	NA		Emailed
46							

### **Training / Certifications**

City Secretary currently holds the following certifications:

- Texas Municipal Clerk Association: Texas Registered Municipal Clerk
- International Institute of Municipal Clerk: Certified Municipal Clerk
- International Institute of Municipal Clerk: Master Municipal Clerk
- International Institute of Municipal Clerk: Athenian Leadership Fellow
- University of North Texas: Paralegal

The recertification program (every five years) for the TMCA requires the City Secretary to maintain continuous membership throughout the recertification process, attend several seminars hosted by TMCCP and accumulate a minimum of 60 points of educational training.

The next seminar (budgeted item) will be in October 2022. This is a mandatory seminar to re-certify in January 2023.

### **City Secretary Board Memberships**

1. President of the North Texas Municipal Clerks Association (sworn in September 2022)
2. Texas Municipal Clerks Association-Technology Committee
3. YMCA Board and Fundraiser Committee Leader
4. Hope Conference Committee

### **Election**

Johnson County- General Election Day – November 8, 2022

City of Joshua- Uniform Election Day- May 6, 2023, for the following places:

- Place 2
- Place 5

Texas Constitutional Amendment election- November 7, 2023