



AGENDA
CITY COUNCIL REGULAR MEETING AND TOWN HALL MEETING
COUNCIL CHAMBERS
APRIL 18, 2024
6:30 PM

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

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/81781878187?pwd=dDhWdVBncWRRcFhpem9Cd05telNvUT09>

Meeting ID: 81781878187 Passcode: 599915

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 March 2024. (Staff Resource: M. Peacock)
2. Discussion related to the Capital Improvement Plan. (Staff Resource: M. Peacock)
3. Discuss and receive board updates:
 - Heritage Preservation Overlay District Commission
 - Planning & Zoning Commission
 - Type A Economic Development Corporation
4. Parks Department presentation by Park Manager Steven Gill.
5. Discuss and receive an update regarding the C.R. 705 Flooding.
6. Discuss and receive an update regarding the Sign Ordinance.

E. TOWN HALL MEETING

1. Discuss and answer questions regarding the May 4, 2024, Bond Election. (Staff Resource: M. Peacock)

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

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

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. Proclamation recognizing May 2, 2024, as National Day of Prayer.

H. CONSENT AGENDA

1. Discuss, consider, and possible action on the March 21, 2024, meeting minutes. (Staff Resource: A. Holloway)
2. Discuss, consider, and possible action on a resolution approving the City of Joshua Investment Report for the Quarter Ending March 31, 2024. (Staff Resource: M. Freelen)

I. REGULAR AGENDA

1. Discuss, consider, and possible action on the Subscriber Services Agreement with the City of Forth Worth for radio repairs. (Staff Resource: D. Gelsthorpe)
2. Discuss, consider, and possible action on approving a site plan for 0.156 acres of land known as Lots 3 and 4, Block 10, Original Town Joshua, W. Byers Survey, Abstract No. 29, County of Johnson, Texas, locally known as 207 N. Main, to allow for the construction of a commercial professional building. (Staff Resource: A. Maldonado)
3. Discuss, consider, and possible action regarding the Chapter 380 agreement between the Joshua Economic Development Corporation and SMI Southern Multifoods, Inc. (Taco Bell) for a development located at 113 S. Broadway in Joshua, Texas. (Staff Resource: M. Martin)
4. Discuss, consider, and possible action regarding the Chapter 380 Agreement between the Joshua Economic Development Corporation and the Whataburger Corporation for a development located at 1044 S. Broadway in Joshua, Texas. (Staff Resource: M. Martin)

J. STAFF REPORT-March 2024

1. Police Department
2. Fire Department
3. Municipal Court
4. Animal Services
5. Public Works

[6.](#) Development Services

[7.](#) City Secretary's Office

K. EXECUTIVE SESSION

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

1. Pursuant to Section 551.087 of the Texas Government Code: to discuss or deliberate regarding commercial or financial information received from or the offer of a financial or other incentive made to a business prospect seeking to locate, stay, or expand in or near the territory of the City and with which the City is conducting economic development negotiations.

L. RECONVENE INTO REGULAR SESSION

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

N. ADJOURNMENT

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

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

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

CERTIFICATE:

I hereby certify that the above agenda was posted on or before April 12, 2024, by 12:00 pm on the official bulletin board at Joshua City Hall, 101 S. Main, Joshua, Texas.

Alice Holloway
City Secretary

City of Joshua
 Financial Statement
 As of March 31, 2024

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Item 1.

100 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Tax Revenue	171,181.73	202,715.01	(31,533.28)	4,056,005.41	4,858,307.00	83.49%	802,301.59
Charges for Services	0.00	19,030.46	(19,030.46)	100,645.40	228,453.00	44.06%	127,807.60
Licenses, Permits & Fees	55,677.37	63,697.85	(8,020.48)	182,921.48	814,600.00	22.46%	631,678.52
Fines & Forfeitures	31,675.06	17,285.00	14,390.06	131,951.63	207,500.00	63.59%	75,548.37
Grants & Contributions	0.00	166.66	(166.66)	0.00	2,000.00	0.00%	2,000.00
Intergovernmental Revenues	3,266.10	35,616.36	(32,350.26)	84,976.68	714,005.00	11.90%	629,028.32
Transfers In	0.00	32,333.33	(32,333.33)	0.00	973,955.00	0.00%	973,955.00
Investment Earnings	11,050.07	6,189.14	4,860.93	48,593.14	60,000.00	80.99%	11,406.86
Sale of Assets	15,000.00	0.00	15,000.00	57,685.11	0.00	0.00%	(57,685.11)
Miscellaneous	11,154.25	21,330.28	(10,176.03)	122,396.06	170,156.97	71.93%	47,760.91
Revenue Totals	<u>299,004.58</u>	<u>398,364.09</u>	<u>(99,359.51)</u>	<u>4,785,174.91</u>	<u>8,028,976.97</u>	<u>59.60%</u>	<u>3,243,802.06</u>
Expense Summary							
Personnel	421,293.99	384,253.09	37,040.90	2,413,147.56	5,144,256.75	46.91%	2,731,109.19
Debt Service	20,924.48	16,928.42	3,996.06	103,856.24	223,422.00	46.48%	119,565.76
Capital Outlay	6,652.63	143,338.12	(136,685.49)	213,227.16	527,939.00	40.39%	314,711.84
Contract & Professional Services	29,260.28	77,498.13	(48,237.85)	297,065.94	596,419.00	49.81%	299,353.06
Utilities	16,943.11	13,860.29	3,082.82	87,101.48	242,450.00	35.93%	155,348.52
Special Events	44.99	(1,511.89)	1,556.88	22,378.56	39,000.00	57.38%	16,621.44
Supplies	15,741.07	17,913.38	(2,172.31)	171,011.28	344,007.33	49.71%	172,996.05
Miscellaneous	80,658.16	19,586.97	61,071.19	241,417.19	374,247.00	64.51%	132,829.81
Repair & Maintenance	21,688.42	37,434.19	(15,745.77)	273,831.28	418,576.00	65.42%	144,744.72
Transfers Out	0.00	(4,169.00)	4,169.00	0.00	0.00	0.00%	0.00
Charges for Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Expense Totals	<u>613,207.13</u>	<u>705,131.70</u>	<u>(91,924.57)</u>	<u>3,823,036.69</u>	<u>7,910,317.08</u>	<u>48.33%</u>	<u>4,087,280.39</u>

City of Joshua
 Financial Statement
 As of March 31, 2024

100 - General Fund Non-Departmental	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Debt Service	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Personnel	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Non-Departmental Totals	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>	<u>0.00</u>

100 - General Fund Community Services	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Contract & Professional Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Debt Service	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Miscellaneous	1,775.00	1,535.67	239.33	24,832.78	50,603.00	49.07%	25,770.22
Repair & Maintenance	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Special Events	0.00	(2,857.14)	2,857.14	8,976.82	15,000.00	59.85%	6,023.18
Supplies	1,250.00	(11.90)	1,261.90	3,068.68	2,000.00	153.43%	(1,068.68)
Utilities	4,913.73	4,748.10	165.63	24,489.71	57,000.00	42.96%	32,510.29
Community Services Totals	<u>7,938.73</u>	<u>3,414.73</u>	<u>4,524.00</u>	<u>61,367.99</u>	<u>124,603.00</u>	<u>49.25%</u>	<u>63,235.01</u>

100 - General Fund General Non-Departmental	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	31,660.14	(31,660.14)	0.00	221,621.00	0.00%	221,621.00
Contract & Professional Services	14,333.90	23,790.25	(9,456.35)	61,041.47	132,135.00	46.20%	71,093.53
Debt Service	2,250.00	0.00	2,250.00	2,850.00	4,000.00	71.25%	1,150.00
Miscellaneous	64,862.00	15,831.66	49,030.34	185,020.89	288,424.00	64.15%	103,403.11
Personnel	0.00	0.00	0.00	2,885.43	3,000.00	96.18%	114.57
Repair & Maintenance	0.00	0.00	0.00	0.00	0.00	0.00%	0.00

City of Joshua
 Financial Statement
 As of March 31, 2024

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Item 1.

Special Events	44.99	1,345.25	(1,300.26)	13,401.74	24,000.00	55.84%	10,598.26
Transfers Out	0.00	(4,169.00)	4,169.00	0.00	0.00	0.00%	0.00
General Non-Departmental Totals	<u>81,490.89</u>	<u>68,458.30</u>	<u>13,032.59</u>	<u>265,199.53</u>	<u>673,180.00</u>	<u>39.40%</u>	<u>407,980.47</u>

100 - General Fund Mayor/Council/City Secretary	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Contract & Professional Services	1,227.21	4,209.58	(2,982.37)	28,872.40	50,520.00	57.15%	21,647.60
Miscellaneous	301.50	451.95	(150.45)	1,876.90	9,000.00	20.85%	7,123.10
Personnel	24,267.61	15,609.63	8,657.98	108,333.59	198,532.75	54.57%	90,199.16
Supplies	119.39	(334.73)	454.12	2,073.63	10,497.33	19.75%	8,423.70
Mayor/Council/City Secretary Totals	<u>25,915.71</u>	<u>19,936.43</u>	<u>5,979.28</u>	<u>141,156.52</u>	<u>268,550.08</u>	<u>52.56%</u>	<u>127,393.56</u>

100 - General Fund Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Charges for Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Contract & Professional Services	765.57	1,186.18	(420.61)	4,913.42	17,380.00	28.27%	12,466.58
Debt Service	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Miscellaneous	1,727.72	124.95	1,602.77	1,778.20	1,500.00	118.55%	(278.20)
Personnel	46,328.60	37,957.53	8,371.07	267,401.02	516,120.00	51.81%	248,718.98
Repair & Maintenance	1,418.99	8,380.95	(6,961.96)	59,239.97	65,754.00	90.09%	6,514.03
Supplies	337.03	374.68	(37.65)	2,975.38	7,000.00	42.51%	4,024.62
Utilities	1,666.39	1,725.25	(58.86)	9,729.51	23,570.00	41.28%	13,840.49
Administration Totals	<u>52,244.30</u>	<u>49,749.54</u>	<u>2,494.76</u>	<u>346,037.50</u>	<u>631,324.00</u>	<u>54.81%</u>	<u>285,286.50</u>

City of Joshua
 Financial Statement
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100 - General Fund Police Department	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	1,670.00	5,729.58	(4,059.58)	23,508.64	77,755.00	30.23%	54,246.36
Contract & Professional Services	1,525.59	30,593.21	(29,067.62)	90,792.52	160,410.00	56.60%	69,617.48
Debt Service	7,169.26	9,884.23	(2,714.97)	60,311.67	127,712.00	47.22%	67,400.33
Miscellaneous	0.00	(17.88)	17.88	0.00	500.00	0.00%	500.00
Personnel	130,594.17	134,665.47	(4,071.30)	783,533.20	1,804,860.00	43.41%	1,021,326.80
Repair & Maintenance	3,811.60	10,191.32	(6,379.72)	55,303.62	105,525.00	52.41%	50,221.38
Supplies	2,710.41	4,596.02	(1,885.61)	26,430.51	53,704.00	49.22%	27,273.49
Utilities	1,487.73	1,963.39	(475.66)	8,148.62	25,000.00	32.59%	16,851.38
Police Department Totals	<u>148,968.76</u>	<u>197,605.34</u>	<u>(48,636.58)</u>	<u>1,048,028.78</u>	<u>2,355,466.00</u>	<u>44.49%</u>	<u>1,307,437.22</u>

100 - General Fund Public Works	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	98,162.46	(98,162.46)	94,623.61	124,154.00	76.21%	29,530.39
Contract & Professional Services	3,792.17	(242.38)	4,034.55	11,463.91	7,100.00	161.46%	(4,363.91)
Debt Service	3,351.64	2,495.50	856.14	17,974.89	29,958.00	60.00%	11,983.11
Miscellaneous	0.00	404.76	(404.76)	4,053.60	7,000.00	57.91%	2,946.40
Personnel	33,297.68	31,433.35	1,864.33	185,576.91	426,902.00	43.47%	241,325.09
Repair & Maintenance	6,411.47	4,485.10	1,926.37	41,706.72	69,250.00	60.23%	27,543.28
Supplies	5,599.72	5,520.09	79.63	78,954.39	128,691.00	61.35%	49,736.61
Utilities	323.65	641.41	(317.76)	1,576.73	7,700.00	20.48%	6,123.27
Public Works Totals	<u>52,776.33</u>	<u>142,900.29</u>	<u>(90,123.96)</u>	<u>435,930.76</u>	<u>800,755.00</u>	<u>54.44%</u>	<u>364,824.24</u>

100 - General Fund Municipal Court	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00%	0.00

City of Joshua
 Financial Statement
 As of March 31, 2024

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Item 1.

Charges for Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Contract & Professional Services	2,656.44	2,631.45	24.99	9,950.64	33,020.00	30.14%	23,069.36
Miscellaneous	209.82	83.30	126.52	559.52	1,000.00	55.95%	440.48
Personnel	5,931.67	5,789.87	141.80	39,731.48	78,754.00	50.45%	39,022.52
Repair & Maintenance	0.00	0.00	0.00	349.99	0.00	0.00%	(349.99)
Supplies	92.47	139.82	(47.35)	1,245.62	1,750.00	71.18%	504.38
Municipal Court Totals	8,890.40	8,644.44	245.96	51,837.25	114,524.00	45.26%	62,686.75

100 - General Fund Development Services	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Contract & Professional Services	1,565.39	7,486.52	(5,921.13)	15,857.08	92,722.00	17.10%	76,864.92
Debt Service	837.06	666.48	170.58	(13,603.18)	8,001.00	(170.02%)	21,604.18
Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Personnel	21,957.68	20,718.57	1,239.11	122,199.34	264,833.00	46.14%	142,633.66
Repair & Maintenance	48.49	(475.40)	523.89	347.49	1,800.00	19.31%	1,452.51
Supplies	2.52	387.69	(385.17)	3,162.84	8,050.00	39.29%	4,887.16
Utilities	114.12	228.17	(114.05)	675.10	3,810.00	17.72%	3,134.90
Development Services Totals	24,525.26	29,012.03	(4,486.77)	128,638.67	379,216.00	33.92%	250,577.33

100 - General Fund Animal Services	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Charges for Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Contract & Professional Services	1,329.38	1,212.84	116.54	5,948.36	14,560.00	40.85%	8,611.64
Debt Service	1,227.07	1,226.59	0.48	7,409.54	14,725.00	50.32%	7,315.46
Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Personnel	14,760.20	14,860.23	(100.03)	93,974.65	205,030.00	45.83%	111,055.35

City of Joshua
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Repair & Maintenance	1,602.48	8,429.85	(6,827.37)	39,094.95	83,777.00	46.67%	44,682.05
Supplies	927.38	847.56	79.82	7,962.79	25,152.00	31.66%	17,189.21
Utilities	1,278.65	1,377.78	(99.13)	6,732.11	16,540.00	40.70%	9,807.89
Animal Services Totals	<u>21,125.16</u>	<u>27,954.85</u>	<u>(6,829.69)</u>	<u>161,122.40</u>	<u>359,784.00</u>	<u>44.78%</u>	<u>198,661.60</u>

100 - General Fund Fire Department	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	4,982.63	6,103.34	(1,120.71)	50,184.30	73,249.00	68.51%	23,064.70
Charges for Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Contract & Professional Services	1,193.95	1,980.06	(786.11)	19,029.69	30,920.00	61.54%	11,890.31
Debt Service	1,655.96	1,576.53	79.43	8,256.38	18,926.00	43.62%	10,669.62
Miscellaneous	11,617.87	1,148.72	10,469.15	22,048.16	15,220.00	144.86%	(6,828.16)
Personnel	65,789.71	67,907.37	(2,117.66)	426,188.84	909,474.00	46.86%	483,285.16
Repair & Maintenance	3,236.42	4,765.23	(1,528.81)	28,747.00	72,220.00	39.80%	43,473.00
Supplies	2,658.19	4,205.24	(1,547.05)	27,919.64	78,563.00	35.54%	50,643.36
Utilities	3,563.58	2,615.62	947.96	18,317.99	31,400.00	58.34%	13,082.01
Fire Department Totals	<u>94,698.31</u>	<u>90,302.11</u>	<u>4,396.20</u>	<u>600,692.00</u>	<u>1,229,972.00</u>	<u>48.84%</u>	<u>629,280.00</u>

100 - General Fund Parks & Recreation	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	2,457.35	(2,457.35)	43,100.61	29,500.00	146.10%	(13,600.61)
Contract & Professional Services	231.55	159.93	71.62	4,234.08	1,920.00	220.53%	(2,314.08)
Debt Service	4,433.49	1,674.33	2,759.16	20,656.94	20,100.00	102.77%	(556.94)
Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Personnel	11,916.75	20,906.90	(8,990.15)	107,894.17	269,320.00	40.06%	161,425.83
Repair & Maintenance	5,158.97	1,645.22	3,513.75	49,041.54	19,750.00	248.31%	(29,291.54)
Supplies	2,310.63	1,457.77	852.86	15,697.63	17,500.00	89.70%	1,802.37
Utilities	3,517.05	577.26	2,939.79	17,035.87	76,930.00	22.14%	59,894.13

City of Joshua
 Financial Statement
 As of March 31, 2024

4/2/2024 4:57:

Item 1.

Parks & Recreation Totals	27,568.44	28,878.76	(1,310.32)	257,660.84	435,020.00	59.23%	177,359.16
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100 - General Fund Fire Marshal	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	(774.75)	774.75	1,810.00	1,660.00	109.04%	(150.00)
Contract & Professional Services	0.00	479.90	(479.90)	0.00	0.00	0.00%	0.00
Debt Service	0.00	(595.24)	595.24	0.00	0.00	0.00%	0.00
Miscellaneous	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
Personnel	15,574.42	3,216.60	12,357.82	49,565.39	61,325.00	80.82%	11,759.61
Repair & Maintenance	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Supplies	(450.00)	410.27	(860.27)	707.00	4,500.00	15.71%	3,793.00
Utilities	78.21	11.88	66.33	395.84	500.00	79.17%	104.16
Fire Marshal Totals	15,202.63	2,790.33	12,412.30	52,478.23	68,485.00	76.63%	16,006.77

100 - General Fund Human Resources	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Contract & Professional Services	399.13	198.76	200.37	3,583.57	9,990.00	35.87%	6,406.43
Miscellaneous	0.00	(59.50)	59.50	0.00	0.00	0.00%	0.00
Personnel	9,249.20	9,922.10	(672.90)	56,036.85	123,708.00	45.30%	67,671.15
Repair & Maintenance	0.00	(29.75)	29.75	0.00	0.00	0.00%	0.00
Supplies	1.26	74.42	(73.16)	99.92	1,500.00	6.66%	1,400.08
Utilities	0.00	(28.57)	28.57	0.00	0.00	0.00%	0.00
Human Resources Totals	9,649.59	10,077.46	(427.87)	59,720.34	135,198.00	44.17%	75,477.66

100 - General Fund Finance Department	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Contract & Professional Services	240.00	3,811.83	(3,571.83)	41,378.80	45,742.00	90.46%	4,363.20

City of Joshua
 Financial Statement
 As of March 31, 2024

Miscellaneous	164.25	41.67	122.58	1,247.14	500.00	249.43%	(747.14)
Personnel	41,626.30	21,265.47	20,360.83	169,826.69	282,398.00	60.14%	112,571.31
Repair & Maintenance	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
Supplies	182.07	246.45	(64.38)	713.25	5,100.00	13.99%	4,386.75
Finance Department Totals	<u>42,212.62</u>	<u>25,407.09</u>	<u>16,805.53</u>	<u>213,165.88</u>	<u>334,240.00</u>	<u>63.78%</u>	<u>121,074.12</u>
Expense Total	<u><u>613,207.13</u></u>	<u><u>705,131.70</u></u>	<u><u>(91,924.57)</u></u>	<u><u>3,823,036.69</u></u>	<u><u>7,910,317.08</u></u>	<u><u>48.33%</u></u>	<u><u>4,087,280.39</u></u>



**City Council Agenda
April 18, 2024**

Agenda Description:

Discuss, Question an Answer related to the Capital Improvement Plan

Background Information:

Ordered by the City Charter Section 6.03, the City Manager is required to submit a 5 year Capital Improvement Plan on or before 90 days prior to the submission of the Annual Budget. This plan will be approved with the Annual Budget for Fiscal Year 2024-25.

Financial Information:

The projected cost of the 5 year CIP totals \$7,633,217. For the upcoming Fiscal Year 2024-25, projected cost is \$3,412,063.

City Contact and Recommendations:

Mike Peacock, City Manager
Marcie Freelen, Director of Finance

Attachments:



FIVE-YEAR CAPITAL PROGRAM

FISCAL YEARS 2025 - 2029

"A capital improvements program is a schedule of one time municipal expenditures for major facilities, along with cost estimates and sources of financing. The purpose of the CIP is to establish an orderly plan for setting priorities and offering a means of analyzing the city's ability to pay for the acquisition or construction of facilities to meet long-range community needs."



	FYE 2025	FYE 2026	FYE 2027	FYE 2028	FYE 2029	Total
Police Department						
Vehicles	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ 30,000
Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Police Department Total	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ 30,000
Public Works Department						
Vehicles	\$ -	\$ 249,771	\$ -	\$ -	\$ -	\$ 249,771
Equipment	\$ 182,009	\$ -	\$ -	\$ -	\$ -	\$ 182,009
Infrastructure	\$ 3,105,054	\$ 1,285,717	\$ 623,244	\$ -	\$ 500,337	\$ 5,514,352
Public Works Department Total	\$ 3,287,063	\$ 1,535,488	\$ 623,244	\$ -	\$ 500,337	\$ 5,946,132
Fire Department						
Vehicles	\$ -	\$ -	\$ -	\$ 1,500,000	\$ -	\$ 1,500,000
Equipment	\$ 95,000	\$ -	\$ -	\$ -	\$ -	\$ 95,000
Fire Department Total	\$ 95,000	\$ -	\$ -	\$ 1,500,000	\$ -	\$ 1,595,000
Parks & Recreation Department						
Vehicles	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment	\$ -	\$ 62,085	\$ -	\$ -	\$ -	\$ 62,085
Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Parks & Recreation Department Total	\$ -	\$ 62,085	\$ -	\$ -	\$ -	\$ 62,085
Grand Total	\$ 3,412,063	\$ 1,597,573	\$ 623,244	\$ 1,500,000	\$ 500,337	\$ 7,633,217



Police Department	FYE 2025	FYE 2026	FYE 2027	FYE 2028	FYE 2029	Total
Vehicles						
Motorcycle	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ 15,000
Motorcycle	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ 15,000
Total Vehicles	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ 30,000
Equipment						
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Police Department Total	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ 30,000



Public Works Department	FYE 2025	FYE 2026	FYE 2027	FYE 2028	FYE 2029	Total
Vehicles						
Emulsion Distributor Unit	\$ -	\$ 249,771	\$ -	\$ -	\$ -	\$ 249,771
Total Vehicles	\$ -	\$ 249,771	\$ -	\$ -	\$ -	\$ 249,771
Equipment						
John Deere 410p Backhoe Tractor	\$ 182,009	\$ -	\$ -	\$ -	\$ -	\$ 182,009
Total Equipment	\$ 182,009	\$ -	\$ -	\$ -	\$ -	\$ 182,009
Infrastructure						
Linda Drive-Reconstruction	\$ 195,194	\$ -	\$ -	\$ -	\$ -	\$ 195,194
Baldwin Drive-Reconstruction	\$ -	\$ -	\$ 311,984	\$ -	\$ -	\$ 311,984
Cobb Drive-Reconstruction	\$ -	\$ -	\$ 311,260	\$ -	\$ -	\$ 311,260
Country Club-Repair	\$ -	\$ 1,277,417	\$ -	\$ -	\$ -	\$ 1,277,417
Hunterswood Court-Reconstruction	\$ -	\$ -	\$ -	\$ -	\$ 123,553	\$ 123,553
North Main Street-Repair	\$ 2,658,684	\$ -	\$ -	\$ -	\$ -	\$ 2,658,684
Paula Street-Repair	\$ 242,176	\$ -	\$ -	\$ -	\$ -	\$ 242,176
Running Brook Drive-Reconstruction	\$ -	\$ -	\$ -	\$ -	\$ 376,784	\$ 376,784
Cooper Valley Dentention Area Pedestrian Handrail	\$ 9,000	\$ -	\$ -	\$ -	\$ -	\$ 9,000
Heritage II Development Sidewalk	\$ -	\$ 8,300	\$ -	\$ -	\$ -	\$ 8,300
Total Infrastructure	\$ 3,105,054	\$ 1,285,717	\$ 623,244	\$ -	\$ 500,337	\$ 5,514,352
Public Works Department Total	\$ 3,287,063	\$ 1,535,488	\$ 623,244	\$ -	\$ 500,337	\$ 5,946,132



Fire Department	FYE 2025	FYE 2026	FYE 2027	FYE 2028	FYE 2029	Total
Vehicles						
Aerial Fire Apparatus	\$ -	\$ -	\$ -	\$ 1,500,000	\$ -	\$ 1,500,000
Total Vehicles	\$ -	\$ -	\$ -	\$ 1,500,000	\$ -	\$ 1,500,000
Equipment						
Cardiac Monitor/Difibrillators	\$ 70,000	\$ -	\$ -	\$ -	\$ -	\$ 70,000
Rescue and Vehicle Extrication Tools	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ 25,000
Total Equipment	\$ 95,000	\$ -	\$ -	\$ -	\$ -	\$ 95,000
Fire Department Total	\$ 95,000	\$ -	\$ -	\$ 1,500,000	\$ -	\$ 1,595,000



Parks & Recreation Department	FYE 2025	FYE 2026	FYE 2027	FYE 2028	FYE 2029	Total
Vehicles						
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Vehicles	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment						
	\$ -	\$ 62,085	\$ -	\$ -	\$ -	\$ 62,085
Total Equipment	\$ -	\$ 62,085	\$ -	\$ -	\$ -	\$ 62,085
Improvements						
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Parks & Recreation Department Total	\$ -	\$ 62,085	\$ -	\$ -	\$ -	\$ 62,085



FY 2024 - 2025 Capital Request

(Non-recurring items that are greater than \$5,000)

Department:	Police	Amount Requested:	15,000.00
Requestor:	David Gelsthorpe	G/L Account:	700-05-5925
Project or Asset Title:	Police Motorcycle		
City Goal Impacted:			
Funding Source:	ARPA		

Description of the Project or Asset

Addition of a police motorcycle to assist in the traffic enforcement efforts of the police department.

Justification of the Project or Asset Including Impact if Delayed

Police motorcycles offer advantages to enforcement by facilitating the movement of an emergency vehicle through traffic to reach active scenes with expediency, the ability to pursue and stop higher performance vehicles, lower operating costs, and public relations to include special events, parades, funeral escorts, and police motorcycle rodeo events bringing recognition and attention to the City of Joshua in a positive manner.

Impact on Operating Budget and Explanation of Such Impacts

The initial cost of implementing a motorcycle program will be quickly mitigated by the impact on traffic enforcement and proceeds back to the city from those enforcement efforts. The cost to the city is for a motorcycle and equipment only. The police department has in its employ a certified police motorcycle operator and certified police motorcycle instructor. The police department will begin this program with a preowned motorcycle to minimize cost.

Priority of Item Compared to other Requested CIP Items

Taking into consideration all CIP items requested, how would you rank the priority of this purchase? Please list this as a ratio (i.e. 1:10).

Example: You are requesting 8 items to be added to the CIP for purchase. The first number will be the ranking and the second number will be the number of items requested.

Ranking: number one priority

Total number of items requested: 8

1:8

Ranking of Requested Item:	1:1	Priority:	Desirable (not immediately necessary, but desired)
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Type of Project:	New	Projected Start Date:	10/1/2024	Projected Completion Date:	
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Fiscal Year	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	Future	Total Cost Per Project
Equipment	15,000.00						15,000.00
Grounds Improvements							-
Building Improvements							-
Software & Technology							-
Streets							-
Other Projects							-
Total Cost Per Year	15,000.00	-	-	-	-	-	15,000.00

Source or basis of estimate:	Longhorn Harley-Davidson
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FY 2024 - 2025 Capital Request

(Non-recurring items that are greater than \$5,000)

Department:	Police	Amount Requested:	15,000.00
Requestor:	David Gelsthorpe	G/L Account:	700-05-5925
Project or Asset Title:	Police Motorcycle		
City Goal Impacted:			
Funding Source:	ARPA		

Description of the Project or Asset

Addition of a police motorcycle to assist in the traffic enforcement efforts of the police department.

Justification of the Project or Asset Including Impact if Delayed

Police motorcycles offer advantages to enforcement by facilitating the movement of an emergency vehicle through traffic to reach active scenes with expediency, the ability to pursue and stop higher performance vehicles, lower operating costs, and public relations to include special events, parades, funeral escorts, and police motorcycle rodeo events bringing recognition and attention to the City of Joshua in a positive manner.

Impact on Operating Budget and Explanation of Such Impacts

The initial cost of implementing a motorcycle program will be quickly mitigated by the impact on traffic enforcement and proceeds back to the city from those enforcement efforts. The cost to the city is for a motorcycle and equipment only. The police department has in its employ a certified police motorcycle operator and certified police motorcycle instructor. The police department will begin this program with a preowned motorcycle to minimize cost.

Priority of Item Compared to other Requested CIP Items

Taking into consideration all CIP items requested, how would you rank the priority of this purchase? Please list this as a ratio (i.e. 1:10).

Example: You are requesting 8 items to be added to the CIP for purchase. The first number will be the ranking and the second number will be the number of items requested.

Ranking: number one priority

Total number of items requested: 8

1:8

Ranking of Requested Item:	1:1	Priority:	Desirable (not immediately necessary, but desired)
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Type of Project:	New	Projected Start Date:	10/1/2024	Projected Completion Date:	
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Fiscal Year	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	Future	Total Cost Per Project
Equipment	15,000.00						15,000.00
Grounds Improvements							-
Building Improvements							-
Software & Technology							-
Streets							-
Other Projects							-
Total Cost Per Year	15,000.00	-	-	-	-	-	15,000.00

Source or basis of estimate:	Longhorn Harley-Davidson
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FY 2024 - 2025 Capital Request

(Non-recurring items that are greater than \$5,000)

Department:	Public Works	Amount Requested:	249,771.00
Requestor:	Kristin Hubacek	G/L Account:	
Project or Asset Title:	Emulsion Distributor Unit		
City Goal Impacted:	Street Maintenance & Improvements Plan		
Funding Source:			

Description of the Project or Asset

International HV607 Truck Chassis with Rosco Maximizer 3B Liquid Asphalt Distributor.

Justification of the Project or Asset Including Impact if Delayed

To enhance our street repair/maintenance program enabling Public Works to complete larger projects without contractor assistance.

Impact on Operating Budget and Explanation of Such Impacts

Infrastructure that is in need of mainteance now will have to wait till other means become available.

Priority of Item Compared to other Requested CIP Items

Taking into consideration all CIP items requested, how would you rank the priority of this purchase? Please list this as a ratio (i.e. 1:10).

Example: You are requesting 8 items to be added to the CIP for purchase. The first number will be the ranking and the second number will be the number of items requested.

Ranking: number one priority

Total number of items requested: 8

1:8

Ranking of Requested Item:	4:13	Priority:	Essential (operational needs)
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Type of Project:	New	Projected Start Date:	1/1/2025	Projected Completion Date:	6/1/2025
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Fiscal Year	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	Future	Total Cost Per Project
Equipment		249,771.00					249,771.00
Grounds Improvements							-
Building Improvements							-
Software & Technology							-
Streets							-
Other Projects							-
Total Cost Per Year	-	249,771.00	-	-	-	-	249,771.00

Source or basis of estimate:	Dealer Quote
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FY 2024 - 2025 Capital Request

(Non-recurring items that are greater than \$5,000)

Department:	Public Works	Amount Requested:	182,009.09
Requestor:	Kristin Hubacek	G/L Account:	
Project or Asset Title:			
City Goal Impacted:			
Funding Source:			

Description of the Project or Asset

John Deere 410p Backhoe Tractor w/extendboom

Justification of the Project or Asset Including Impact if Delayed

To replace our dated 2008 New Holland tractor which has reached its usable life.

Impact on Operating Budget and Explanation of Such Impacts

Equipment downtime which impacts work production and expensive repair bills.

Priority of Item Compared to other Requested CIP Items

Taking into consideration all CIP items requested, how would you rank the priority of this purchase? Please list this as a ratio (i.e. 1:10).

Example: You are requesting 8 items to be added to the CIP for purchase. The first number will be the ranking and the second number will be the number of items requested.

Ranking: number one priority

Total number of items requested:

1:8

Ranking of Requested Item:	3:13	Priority:	Essential (operational needs)
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Type of Project:	Replacement	Projected Start Date:	1/1/2025	Projected Completion Date:	6/1/2025
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Fiscal Year	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	Future	Total Cost Per Project
Equipment	182,009.00						182,009.00
Grounds Improvements							-
Building Improvements							-
Software & Technology							-
Streets							-
Other Projects							-
Total Cost Per Year	182,009.00	-	-	-	-	-	182,009.00

Source or basis of estimate:	Dealer Quote
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FY 2024 - 2025 Capital Request

(Non-recurring items that are greater than \$5,000)

Department:	Public Works	Amount Requested:	195,194.00
Requestor:	Kristin Hubacek	G/L Account:	
Project or Asset Title:	Linda Dr.		
City Goal Impacted:	Street Maintenance & Improvements Plan		
Funding Source:			

Description of the Project or Asset

Reconstruction of Linda Dr

Justification of the Project or Asset Including Impact if Delayed

Street has fell into a state of disrepair and is in need of complete excavation including curb repairs. This street has surpassed it's expected service life.

Impact on Operating Budget and Explanation of Such Impacts

Priority of Item Compared to other Requested CIP Items

Taking into consideration all CIP items requested, how would you rank the priority of this purchase? Please list this as a ratio (i.e. 1:10).

Example: You are requesting 8 items to be added to the CIP for purchase. The first number will be the ranking and the second number will be the number of items requested.

Ranking: number one priority

Total number of items requested: 8

1:8

Ranking of Requested Item:	5:13	Priority:	Essential (operational needs)
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Type of Project:	Replacement	Projected Start Date:	10/1/2024	Projected Completion Date:	10/1/2025
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Fiscal Year	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	Future	Total Cost Per Project
Equipment							-
Grounds Improvements							-
Building Improvements							-
Software & Technology							-
Streets	195,194.00						195,194.00
Other Projects							-
Total Cost Per Year	195,194.00	-	-	-	-	-	195,194.00

Source or basis of estimate:	Public Works Cost Estimate
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FY 2024 - 2025 Capital Request

(Non-recurring items that are greater than \$5,000)

Department:	Public Works	Amount Requested:	311,984.00
Requestor:	Kristin Hubacek	G/L Account:	
Project or Asset Title:	Baldwin Dr.		
City Goal Impacted:	Street Maintenance & Improvements Plan		
Funding Source:			

Description of the Project or Asset

Reconstruction of Baldwin Dr

Justification of the Project or Asset Including Impact if Delayed

Street has fell into a state of disrepair and is in need of repairs, wedge mill and overlay. This street has surpassed it's expected service life.

Impact on Operating Budget and Explanation of Such Impacts

Priority of Item Compared to other Requested CIP Items

Taking into consideration all CIP items requested, how would you rank the priority of this purchase? Please list this as a ratio (i.e. 1:10).

Example: You are requesting 8 items to be added to the CIP for purchase. The first number will be the ranking and the second number will be the number of items requested.

Ranking: number one priority

Total number of items requested: 8

1:8

Ranking of Requested Item:	9:13	Priority:	Essential (operational needs)
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Type of Project:	Replacement	Projected Start Date:	10/1/2026	Projected Completion Date:	10/1/2027
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Fiscal Year	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	Future	Total Cost Per Project
Equipment							-
Grounds Improvements							-
Building Improvements							-
Software & Technology							-
Streets			311,984.00				311,984.00
Other Projects							-
Total Cost Per Year	-	-	311,984.00	-	-	-	311,984.00

Source or basis of estimate:	Public Works Cost Estimate
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FY 2024 - 2025 Capital Request

(Non-recurring items that are greater than \$5,000)

Department:	Public Works	Amount Requested:	\$311,260.00
Requestor:	Kristin Hubacek	G/L Account:	
Project or Asset Title:	Cobb Dr.		
City Goal Impacted:	Street Maintenance & Improvements Plan		
Funding Source:			

Description of the Project or Asset

Reconstruction of Cobb Dr

Justification of the Project or Asset Including Impact if Delayed

Street has fell into a state of disrepair and is in need of complete excavation including curb repairs. This street has surpassed it's expected service life.

Impact on Operating Budget and Explanation of Such Impacts

Priority of Item Compared to other Requested CIP Items

Taking into consideration all CIP items requested, how would you rank the priority of this purchase? Please list this as a ratio (i.e. 1:10).

Example: You are requesting 8 items to be added to the CIP for purchase. The first number will be the ranking and the second number will be the number of items requested.

Ranking: number one priority

Total number of items requested: 8

1:8

Ranking of Requested Item:	8:13	Priority:	Essential (operational needs)
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Type of Project:	Replacement	Projected Start Date:	10/1/2026	Projected Completion Date:	10/1/2027
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Fiscal Year	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	Future	Total Cost Per Project
Equipment							-
Grounds Improvements							-
Building Improvements							-
Software & Technology							-
Streets			311,260.00				
Other Projects							-
Total Cost Per Year	-	-	311,260.00	-	-	-	311,260.00

Source or basis of estimate:	Public Works Cost Estimate
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FY 2024 - 2025 Capital Request

(Non-recurring items that are greater than \$5,000)

Department:	Public Works	Amount Requested:	1,277,417.00
Requestor:	Kristin Hubacek	G/L Account:	
Project or Asset Title:	Country Club Street Repair		
City Goal Impacted:	Street Maintenance & Improvements Plan		
Funding Source:			

Description of the Project or Asset

Country Club street repairs 100-800 blk.

Justification of the Project or Asset Including Impact if Delayed

Street has fell into a state of disrepair and is in need of repairs including a complete overlay. This street has surpassed it's expected service life.

Impact on Operating Budget and Explanation of Such Impacts

Priority of Item Compared to other Requested CIP Items

Taking into consideration all CIP items requested, how would you rank the priority of this purchase? Please list this as a ratio (i.e. 1:10).

Example: You are requesting 8 items to be added to the CIP for purchase. The first number will be the ranking and the second number will be the number of items requested.

Ranking: number one priority

Total number of items requested: 8

1:8

Ranking of Requested Item:	2:13	Priority:	Essential (operational needs)
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Type of Project:	Replacement	Projected Start Date:	10/1/2025	Projected Completion Date:	10/1/2026
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Fiscal Year	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	Future	Total Cost Per Project
Equipment							-
Grounds Improvements							-
Building Improvements							-
Software & Technology							-
Streets		1,277,417.00					1,277,417.00
Other Projects							-
Total Cost Per Year	-	1,277,417.00	-	-	-	-	1,277,417.00

Source or basis of estimate:	Public Works Cost Estimate
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FY 2024 - 2025 Capital Request

(Non-recurring items that are greater than \$5,000)

Department:	Public Works	Amount Requested:	123,553.00
Requestor:	Kristin Hubacek	G/L Account:	
Project or Asset Title:	Hunterswood Ct Reconstruction		
City Goal Impacted:	Street Maintenance & Improvements Plan		
Funding Source:			

Description of the Project or Asset

Hunterswood Ct Reconstruction

Justification of the Project or Asset Including Impact if Delayed

Street has fell into a state of disrepair and is in need of repairs including a complete overlay. This street has surpassed it's expected service life.

Impact on Operating Budget and Explanation of Such Impacts

Priority of Item Compared to other Requested CIP Items

Taking into consideration all CIP items requested, how would you rank the priority of this purchase? Please list this as a ratio (i.e. 1:10).

Example: You are requesting 8 items to be added to the CIP for purchase. The first number will be the ranking and the second number will be the number of items requested.

Ranking: number one priority

Total number of items requested: 8

1:8

Ranking of Requested Item:	12:13	Priority:	Essential (operational needs)
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Type of Project:	Replacement	Projected Start Date:	10/1/2028	Projected Completion Date:	10/1/2029
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Fiscal Year	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	Future	Total Cost Per Project
Equipment							-
Grounds Improvements							-
Building Improvements							-
Software & Technology							-
Streets							-
Other Projects					123,553.00		123,553.00
Total Cost Per Year	-	-	-	-	123,553.00	-	123,553.00

Source or basis of estimate:	Public Works Cost Estimate
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FY 2024 - 2025 Capital Request

(Non-recurring items that are greater than \$5,000)

Department:	Public Works	Amount Requested:	2,658,684.00
Requestor:	Kristin Hubacek	G/L Account:	
Project or Asset Title:			
City Goal Impacted:			
Funding Source:			

Description of the Project or Asset

Repair and overlay of N Main St.

Justification of the Project or Asset Including Impact if Delayed

Street has fell into a state of disrepair and is in need of repairs including a complete overlay. This street has surpassed it's expected service life. We do have bond money in place to aid in funding this project.

Impact on Operating Budget and Explanation of Such Impacts

Priority of Item Compared to other Requested CIP Items

Taking into consideration all CIP items requested, how would you rank the priority of this purchase? Please list this as a ratio (i.e. 1:10).

Example: You are requesting 8 items to be added to the CIP for purchase. The first number will be the ranking and the second number will be the number of items requested.

Ranking: number one priority

Total number of items requested: 8

1:8

Ranking of Requested Item:	1:13	Priority:	Essential (operational needs)
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Type of Project:	Replacement	Projected Start Date:	8/1/2024	Projected Completion Date:	2/1/2025
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Fiscal Year	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	Future	Total Cost Per Project
Equipment							-
Grounds Improvements							-
Building Improvements							-
Software & Technology							-
Streets	2,658,684.00						2,658,684.00
Other Projects							-
Total Cost Per Year	2,658,684.00	-	-	-	-	-	2,658,684.00

Source or basis of estimate:	Public Works Projection
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FY 2024 - 2025 Capital Request

(Non-recurring items that are greater than \$5,000)

Department:	Public Works	Amount Requested:	242,176.00
Requestor:	Kristin Hubacek	G/L Account:	
Project or Asset Title:	Paula St.		
City Goal Impacted:	Street Maintenance & Improvements Plan		
Funding Source:			

Description of the Project or Asset

Repair, Wedgemill and overlay of Paula St.

Justification of the Project or Asset Including Impact if Delayed

Street has fell into a state of disrepair and is in need of repair,wedgemill, overlay and curb repairs. This street has surpassed it's expected service life.

Impact on Operating Budget and Explanation of Such Impacts

Priority of Item Compared to other Requested CIP Items

Taking into consideration all CIP items requested, how would you rank the priority of this purchase? Please list this as a ratio (i.e. 1:10).

Example: You are requesting 8 items to be added to the CIP for purchase. The first number will be the ranking and the second number will be the number of items requested.

Ranking: number one priority

Total number of items requested: 8

1:8

Ranking of Requested Item:	6:13	Priority:	Essential (operational needs)
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Type of Project:	Replacement	Projected Start Date:	10/1/2024	Projected Completion Date:	10/1/2025
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Fiscal Year	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	Future	Total Cost Per Project
Equipment							-
Grounds Improvements							-
Building Improvements							-
Software & Technology							-
Streets	242,176.00						242,176.00
Other Projects							-
Total Cost Per Year	242,176.00	-	-	-	-	-	242,176.00

Source or basis of estimate:	Public Works Cost Estimate
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FY 2024 - 2025 Capital Request

(Non-recurring items that are greater than \$5,000)

Department:	Public Works	Amount Requested:	\$376,784.00
Requestor:	Kristin Hubacek	G/L Account:	
Project or Asset Title:	Running Brook Dr		
City Goal Impacted:	Street Maintenance & Improvements Plan		
Funding Source:			

Description of the Project or Asset

Reconstruction of Running Brook Dr

Justification of the Project or Asset Including Impact if Delayed

Street has fell into a state of disrepair and is in need of complete excavation including curb repairs. This street has surpassed it's expected service life.

Impact on Operating Budget and Explanation of Such Impacts

Priority of Item Compared to other Requested CIP Items

Taking into consideration all CIP items requested, how would you rank the priority of this purchase? Please list this as a ratio (i.e. 1:10).

Example: You are requesting 8 items to be added to the CIP for purchase. The first number will be the ranking and the second number will be the number of items requested.

Ranking: number one priority

Total number of items requested: 8

1:8

Ranking of Requested Item:	7:13	Priority:	Essential (operational needs)
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Type of Project:	Replacement	Projected Start Date:	10/1/2028	Projected Completion Date:	10/1/2029
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Fiscal Year	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	Future	Total Cost Per Project
Equipment							-
Grounds Improvements							-
Building Improvements							-
Software & Technology							-
Streets							\$376,784
Other Projects					376,784.00		376,784.00
Total Cost Per Year	-	-	-	-	376,784.00	-	376,784.00

Source or basis of estimate:	Public Works Cost Estimate
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FY 2024 - 2025 Capital Request

(Non-recurring items that are greater than \$5,000)

Department:	Public Works	Amount Requested:	9,000.00
Requestor:	Kristin Hubacek	G/L Account:	
Project or Asset Title:	Cooper Valley Detention Area Pedestrian Handrail		
City Goal Impacted:	Street Maintenance & Improvements Plan		
Funding Source:			

Description of the Project or Asset

Construct a pedestrian handrail 355'x 42" with 1 7/8" pipe.

Justification of the Project or Asset Including Impact if Delayed

We need to construct a pedestrian handrail next to the sidewalk running adjacent to Jollie Ct for safety purposes at our detention area.

Impact on Operating Budget and Explanation of Such Impacts

Priority of Item Compared to other Requested CIP Items

Taking into consideration all CIP items requested, how would you rank the priority of this purchase? Please list this as a ratio (i.e. 1:10).

Example: You are requesting 8 items to be added to the CIP for purchase. The first number will be the ranking and the second number will be the number of items requested.

Ranking: number one priority

Total number of items requested: 8

1:8

Ranking of Requested Item:	11:13	Priority:	Desirable (not immediately necessary, but desired)
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Type of Project:	New	Projected Start Date:	10/1/2024	Projected Completion Date:	11/1/2024
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Fiscal Year	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	Future	Total Cost Per Project
Equipment							-
Grounds Improvements							-
Building Improvements							-
Software & Technology							-
Streets	9,000.00						9,000.00
Other Projects							-
Total Cost Per Year	9,000.00	-	-	-	-	-	9,000.00

Source or basis of estimate:	Contractor Estimate
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FY 2024 - 2025 Capital Request

(Non-recurring items that are greater than \$5,000)

Department:	Public Works	Amount Requested:	8,300.00
Requestor:	Kristin Hubacek	G/L Account:	
Project or Asset Title:	Heritage II Development Sidewalk		
City Goal Impacted:	Street Maintenance & Improvements Plan		
Funding Source:			

Description of the Project or Asset

Install the pedestrian sidewalk adjacent to Caddo Rd completing this development.

Justification of the Project or Asset Including Impact if Delayed

Installation of this sidewalk will connect Heritage II with Mockingbird development. This will be split in 3 phases.

Impact on Operating Budget and Explanation of Such Impacts

Priority of Item Compared to other Requested CIP Items

Taking into consideration all CIP items requested, how would you rank the priority of this purchase? Please list this as a ratio (i.e. 1:10).

Example: You are requesting 8 items to be added to the CIP for purchase. The first number will be the ranking and the second number will be the number of items requested.

Ranking: number one priority

Total number of items requested: 8

1:8

Ranking of Requested Item:	13:13	Priority:	Desirable (not immediately necessary, but desired)
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Type of Project:	New	Projected Start Date:	6/1/2025	Projected Completion Date:	7/1/2025
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Fiscal Year	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	Future	Total Cost Per Project
Equipment							-
Grounds Improvements							-
Building Improvements							-
Software & Technology							-
Streets		8,300.00					8,300.00
Other Projects							-
Total Cost Per Year	-	8,300.00	-	-	-	-	8,300.00

Source or basis of estimate:	Contract Quote
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FY 2024 - 2025 Capital Request

(Non-recurring items that are greater than \$5,000)

Department:	Fire	Amount Requested:	1,500,000.00
Requestor:	Thomas Griffith	G/L Account:	
Project or Asset Title:	Aerial Fire Apparatus		
City Goal Impacted:			
Funding Source:	CIP		

Description of the Project or Asset

Proposed project is the acquisition of a 100' Quint firefighting apparatus. The department does not possess an aerial apparatus and must rely upon mutual aid departments when the need arises. The apparatus would perform the functions of aerial ladder, firefighting water pum, water supply, ground ladders and water supply hose. This vehicle would be specied to contain a compressed air foam system (CAFS) as it is anticipated that ENGINE-1 (the current CAFS system vehicle) will reach the end of its lifespan in the next ten years and the ISO rating of the city is dependent upon a CAFS system being present on at least one vehicle.

Justification of the Project or Asset Including Impact if Delayed

The Insurance Services Office (ISO) recommends that an aerial device be available when the following criteria are met:
 •Five buildings of three or more stories in height, or 35', or 3500 gpm fire flow requirement.

We have several structures that meet the above criteria including Cypress Creek Apts, Mariposa Apts, Motel 6, certain buildings of Joshua High School (Auditorium, Stadium). Also, there are numerous industrial businesses that have fire flow requirements of 3500 gpm including ORRCO.

During the current ISO rating Joshua received 2.5 points out of 5 for aerial device availability. Owning our own aerial apparatus would garner the additional points.

Impact on Operating Budget and Explanation of Such Impacts

Annual service would be approximately \$4000 which includes annual PM and NFPA certification of the aerial ladder.

Priority of Item Compared to other Requested CIP Items

Taking into consideration all CIP items requested, how would you rank the priority of this purchase? Please list this as a ratio (i.e. 1:10).

Example: You are requesting 8 items to be added to the CIP for purchase. The first number will be the ranking and the second number will be the number of items requested.

Ranking: number one priority

Total number of items requested: 8

1:8

Ranking of Requested Item:	3:3	Priority:	Desirable (not immediately necessary, but desired)
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Type of Project:	New	Projected Start Date:	1/1/2025	Projected Completion Date:	
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Fiscal Year	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	Future	Total Cost Per Project
Equipment				1,500,000.00			1,500,000.00
Grounds Improvements							-
Building Improvements							-
Software & Technology							-
Streets							-
Other Projects							-
Total Cost Per Year	-	-	-	1,500,000.00	-	-	1,500,000.00

Source or basis of estimate:	Rosenbauer, Inc
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FY 2024 - 2025 Capital Request

(Non-recurring items that are greater than \$5,000)

Department:	Fire	Amount Requested:	70,000.00
Requestor:	Thomas Griffith	G/L Account:	
Project or Asset Title:	Cardiac Monitor/Defibrillators		
City Goal Impacted:	Drainage System Maintenance		
Funding Source:	CIP		

Description of the Project or Asset

Purchase of two (2) cardiac monitor/defibrillators to replace existing units that are no longer supported for repairs and service.

Justification of the Project or Asset Including Impact if Delayed

These monitors are required by the department's medical treatment protocols. They are used for EKG monitoring and electrical pacing and defibrillation. The existing monitors were purchased 12 years ago and are at the end of their warranty and service life. They cannot be serviced or calibrated after December 2024.

Impact on Operating Budget and Explanation of Such Impacts

Annual maintenance and service agreement is \$6000 which includes calibration and battery replacement. Associated supplies needed for operation is approximately \$500 annually.

Priority of Item Compared to other Requested CIP Items

Taking into consideration all CIP items requested, how would you rank the priority of this purchase? Please list this as a ratio (i.e. 1:10).

Example: You are requesting 8 items to be added to the CIP for purchase. The first number will be the ranking and the second number will be the number of items requested.

Ranking: number one priority

Total number of items requested: 8

1:8

Ranking of Requested Item:	1:3	Priority:	Mandatory (required by regulation or law)
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Type of Project:	Replacement	Projected Start Date:	1/1/2025	Projected Completion Date:	
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Fiscal Year	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	Future	Total Cost Per Project
Equipment	70,000.00						70,000.00
Grounds Improvements							-
Building Improvements							-
Software & Technology							-
Streets							-
Other Projects							-
Total Cost Per Year	70,000.00	6,500.00	6,500.00	6,500.00	6,500.00	-	96,000.00

Source or basis of estimate:	Stryker, Inc.
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FY 2024 - 2025 Capital Request

(Non-recurring items that are greater than \$5,000)

Department:	Fire	Amount Requested:	26,500.00
Requestor:	Thomas Griffith	G/L Account:	
Project or Asset Title:	Rescue and Vehicle Extrication Tools		
City Goal Impacted:			
Funding Source:	CIP		

Description of the Project or Asset

Purchase of one (1) battery powered cutter and one (1) battery powered ram for vehicle extrication and rescue purposes.

Justification of the Project or Asset Including Impact if Delayed

This project is for the upgrade of the department's powered extrication tools to enhance current capabilities. This project was initiated in 2022-2023 with the addition of a small spreader and combination spreader/cutter. The combination tool is limited in power and has difficulty with thicker metal often encountered in larger vehicle and those with denser metals used in body fabrication.

Impact on Operating Budget and Explanation of Such Impacts

Annual service plan is \$500. Battery replacement is \$500 per battery and would require two (2) batteries annually.

Priority of Item Compared to other Requested CIP Items

Taking into consideration all CIP items requested, how would you rank the priority of this purchase? Please list this as a ratio (i.e. 1:10).

Example: You are requesting 8 items to be added to the CIP for purchase. The first number will be the ranking and the second number will be the number of items requested.

Ranking: number one priority

Total number of items requested: 8

1:8

Ranking of Requested Item:	2:3	Priority:	Essential (operational needs)
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Type of Project:	Expansion	Projected Start Date:	1/1/2025	Projected Completion Date:	
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Fiscal Year	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	Future	Total Cost Per Project
Equipment	25,000.00						25,000.00
Grounds Improvements							-
Building Improvements							-
Software & Technology							-
Streets							-
Other Projects							-
Total Cost Per Year	26,500.00	1,500.00	1,500.00	1,500.00	1,500.00	-	32,500.00

Source or basis of estimate: Casco Industries, Inc.



FY 2024 - 2025 Capital Request

(Non-recurring items that are greater than \$5,000)

Department: Parks & Recreation **Amount Requested:** 62,084.70
Requestor: Steven Gill **G/L Account:** _____
Project or Asset Title: Skid steer
City Goal Impacted: _____
Funding Source: _____

Description of the Project or Asset

John Deere 324G skid steer

Justification of the Project or Asset Including Impact if Delayed

The Parks Department crews would be able to move and spread loose materials in large areas. The crew would have equipment that could lift loads over 1000 lbs. This machine would be used for ball field repairs, tree trimming jobs, installing new park equipment, loading infield materials, fence repair, digging and grading, and other nonspecific job tasks.

Impact on Operating Budget and Explanation of Such Impacts

Priority of Item Compared to other Requested CIP Items

Taking into consideration all CIP items requested, how would you rank the priority of this purchase? Please list this as a ratio (i.e. 1:10).

Example: You are requesting 8 items to be added to the CIP for purchase. The first number will be the ranking and the second number will be the number of items requested.

Ranking: number one priority

Total number of items requested: 8

1:8

Ranking of Requested Item: 2 **Priority:** Essential (operational needs)

Type of Project: New **Projected Start Date:** _____ **Projected Completion Date:** _____

Fiscal Year	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	Future	Total Cost Per Project
Equipment		62,084.70					62,084.70
Grounds Improvements							-
Building Improvements							-
Software & Technology							-
Streets							-
Other Projects							-
Total Cost Per Year	-	62,084.70	-	-	-	-	62,084.70

Source or basis of estimate: Quote from United ag and turf under C&F Sourcewell contract



**MINUTES
HERITAGE PRESERVATION OVERLAY DISTRICT COMMISSION
JOSHUA CITY HALL - COUNCIL CHAMBERS
APRIL 01, 2024
5:00 PM**

PRESENT

Place 1 Angela Nichols
Place 2 Robbie Rumfield
Place 3 Kristoffer Maddox
Place 5 Jeffrey Weldon

STAFF

City Secretary Alice Holloway
Development Serv. Dir. Aaron Maldonado

ABSENT

Place 4 Jenna Thomas

The Heritage Preservation Overlay District Commission held a special meeting at City Hall Council Chambers, 101 S. Main Street, Joshua, Texas.

Join Zoom Meeting:

<https://us02web.zoom.us/j/84698264609?pwd=aWtaVXNyZVFQUjEzNTgyMnZPKy85UT09>

Meeting ID: 86491131629 Passcode: 847767

A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

Kristoffer Maddox called the meeting to order at 6:41 pm.

Mr. Robbie Rumfield did not participate or vote during the meeting. Mr. Rumfield sat in the audience section.

B. CITIZENS FORUM

The Heritage Preservation Overlay District Commission invites citizens to speak on any topic. However, unless the item is specifically noted on this agenda, the Planning & Zoning Commission 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. No Commission deliberation is permitted. Each person will have 3 minutes to speak.

NA

C. REGULAR SESSION

1. Discuss, consider, and possible action on approving a Site Plan regarding 0.156 acres of land known as Lots 3 and 4, Block 10, Original Town Joshua, W. Byers Survey, Abstract No. 29, County of Johnson, Texas, locally known as 207 N. Main, to allow for the construction of a commercial professional building.

Motion made by Place 1 Nichols to approve a Site Plan regarding 0.156 acres of land known as 207 N. Main Street. Seconded by Place 3 Maddox.
Voting Yea: Place 1 Nichols, Place 2 Rumfield, Place 3 Maddox, Place 5 Weldon

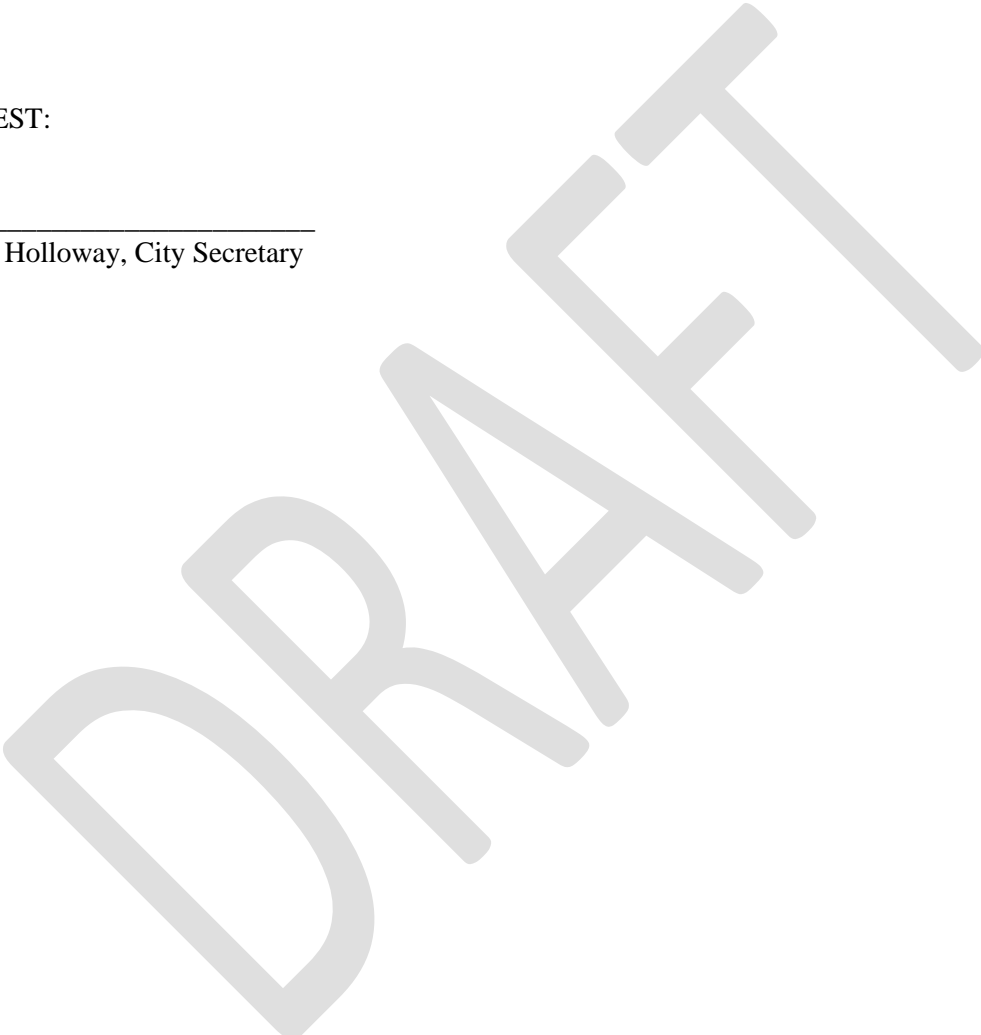
D. ADJOURN

Kristoffer Maddox adjourned the meeting at 6:46 pm.

Kristoffer Maddox

ATTEST:

Alice Holloway, City Secretary





MINUTES
PLANNING & ZONING COMMISSION
JOSHUA CITY HALL - COUNCIL CHAMBERS
APRIL 01, 2024
6:30 PM

PRESENT

Chair Brent Gibson
 Commissioner Jason Allred Sr
 Commissioner Jerry Moore
 Commissioner Robert Purdom
 Alternate 1 Kathy Sales
 Alternate 2 Elizabeth Webb

STAFF PRESENT

Development Serv. Dir. Aaron Maldonado
 City Secretary Alice Holloway

ABSENT

Commissioner Julian Torrez
 Commissioner Billy Jenkins
 Commissioner Michael Frazier

The Planning & Zoning Commission will hold a meeting on April 1, 2024, at 6:30 pm in the City Hall Council Chambers, 101 S. Main Street, Joshua, Texas.

Individuals may attend the Joshua Planning & Zoning Meeting in person and access the meeting via videoconference or telephone conference call.

Join Zoom Meeting:

<https://us02web.zoom.us/j/85773844705?pwd=Sm9BUG9vS2NrVW55M3U5cmY0bFFiUT09>

Meeting ID: 85773844705 Passcode: 434196

A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

Commissioner Gibson announced a quorum and called the meeting to order at 6:30 pm.

B. CITIZENS FORUM

The Planning & Zoning Commission invites citizens to speak on any topic. However, unless the item is specifically noted on this agenda, the Planning & Zoning Commission 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. No Commission deliberation is permitted. Each person will have 3 minutes to speak.

NA

C. REGULAR AGENDA

- 1. Discuss, consider, and possible action on appointment of the Chairperson and Vice-Chairperson for a one-year term.

Motion made by Commissioner Moore to appoint Brent Gibson as Chair. Seconded by Commissioner Purdom.

Voting Yea: Chair Gibson, Commissioner Allred Sr, Commissioner Moore, Commissioner Purdom, Alternate 1 Sales, Alternate 2 Webb

Motion made by Commissioner Purdom to appoint Jerry Moore as Vice-Chair. Seconded by Commissioner Sales.

Voting Yea: Chair Gibson, Commissioner Allred Sr, Commissioner Moore, Commissioner Purdom, Alternate 1 Sales, Alternate 2 Webb

- 2. Discuss, consider, and possible action on the meeting minutes of November 06, 2023.

Motion made by Commissioner Moore to approve the minutes as presented. Seconded by Commissioner Allred Sr.

Voting Yea: Chair Gibson, Commissioner Allred Sr, Commissioner Moore, Commissioner Purdom, Alternate 1 Sales, Alternate 2 Webb

- 3. Discuss, consider, and possible action on approving a Site Plan regarding 0.156 acres of land known as Lots 3 and 4, Block 10, Original Town Joshua, W. Byers Survey, Abstract No. 29, County of Johnson, Texas, locally known as 207 N. Main, to allow for the construction of a commercial professional building.

Motion made by Alternate 1 Sales, Seconded by Commissioner Allred Sr.

Voting Yea: Chair Gibson, Commissioner Allred Sr, Commissioner Moore, Commissioner Purdom, Alternate 1 Sales, Alternate 2 Webb

D. ADJOURN

Commissioner Gibson adjourned the meeting at 6:35 pm.

Brent Gibson, Chair

ATTEST:

Alice Holloway, City Secretary



MINUTES
TYPE A ECONOMIC DEVELOPMENT CORPORATION BOARD
COUNCIL CHAMBERS
APRIL 08, 2024
6:00 PM

PRESENT

Director Johnny Waldrip
 Director Linda Childers
 Director Esley Henderson
 Director Josh Burns
 Director Roger Farley
 Alternate 1 Carl Keating
 Alternate 2 Glen Walden

STAFF PRESENT

EDC Director Molly Martin
 City Secretary Alice Holloway

ABSENT

President Shelly Anderson
 Director David Morgan

The Joshua Type A Economic Development Corporation held a Regular Meeting in the City Hall Council Chambers, located at 101 S. Main St., Joshua, Texas. This meeting is subject to the open meeting laws of the State of Texas.

Individuals may attend the Joshua Type A EDC meeting in person or access the meeting via videoconference or telephone conference call.

Join Zoom Meeting:

<https://us02web.zoom.us/j/89396197161?pwd=WEEvOWJtZ01VOVlvZW0zR1RDYnJMQT09>

Meeting ID 89396197161 Passcode: 749177

A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

Director Childers announced a quorum and called the meeting to order at 6:01 pm.

B. CITIZENS FORUM

The Economic Development Corporation invites citizens to speak on any topic. However, unless the item is specifically noted on this agenda, the Economic Development Corporation 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. No Corporation deliberation is permitted. Each person will have 3 minutes to speak.

NA

C. REGULAR AGENDA

1. Review and discuss questions related to the budget report and financial statement for March 2024.

EDC Director Martin reported that the fund balance is over 1,9 million. In addition, she stated that the sales tax is down but is not concerned.

2. Discuss, consider, and possible action on the March 11, 2024, meeting minutes.

Motion made by Alternate 2 Walden to approve the minutes as presented. Seconded by Director Henderson.

Voting Yea: Director Childers, Director Henderson, Director Burns, Director Farley, Alternate 1 Keating, Alternate 2 Walden

3. Discuss, consider, and possible action regarding the agreement between the City of Joshua Economic Development Corporation and the Joshua Area Chamber of Commerce.

Motion made by Director Burns to approve the Joshua Area Chamber of Commerce Agreement. Seconded by Director Farley.

Voting Yea: Director Childers, Director Henderson, Director Burns, Director Farley, Alternate 1 Keating

Voting Abstaining: Alternate 2 Walden

4. Discuss, consider, and possible action regarding the 380 agreement between the Joshua Economic Development Corporation and Whataburger Corporation for a development located at 1044 S. Broadway in Joshua, Texas. (Staff Resource: M Martin)

Director Waldrip arrived at 6:15 pm.

Motion made by Director Waldrip to approve the 380 agreement with Whataburger Corporation. Seconded by Director Burns.

Voting Yea: Director Waldrip, Director Childers, Director Henderson, Director Burns, Director Farley, Alternate 1 Keating, Alternate 2 Walden

5. Discuss, consider, and possible action regarding the 380 agreement between the Joshua Economic Development Corporation and SMI Southern Multifoods, Inc. for a development located at 113 S. Broadway in Joshua, Texas.

Motion made by Director Henderson to approve the 380 agreement with SMI Southern Multifoods, Inc. Seconded by Director Burns.

Voting Yea: Director Waldrip, Director Childers, Director Henderson, Director Burns, Director Farley, Alternate 1 Keating, Alternate 2 Walden

D. FUTURE AGENDA ITEMS/REQUESTS BY DIRECTORS TO BE ON THE NEXT AGENDA

(Members shall not comment upon, deliberate, or discuss any item that is not on the agenda. Members shall not make routine inquiries about operations or project status on an item that is not posted. However, any Members may state an issue and a request that this issue is placed on a future agenda.)

NA

E. ADJOURN

Director Childers adjourned the meeting at 6:23 pm.

Shelly Anderson, President

ATTEST:

Alice Holloway, City Secretary

NATIONAL DAY OF PRAYER

WHEREAS: Throughout history America has faced trials and triumphs, and Americans have responded in prayer seeking courage and comfort, inspiration, and joy-filled celebration. Faith compels us to seek and cling to the light in times of darkness and spread light to those in need.

WHEREAS: From the first gatherings of our Founding Fathers, elected officials have prayed and entreated those they serve and represent to join them in prayer, including the authors of our Declaration of Independence, who wrote that they, “the Representatives of the United States of America, in General Congress, Assembled, appealing to the Supreme Judge of the world...” and is carried on to present day in Presidential Proclamations such as last year’s invitation to “join him in asking for God’s continued guidance, mercy, and protection.”, and

WHEREAS: A National Day of Prayer has not only been a part of our heritage since it was declared by the First Continental Congress in 1775, but it is a Public Law established in the United States Congress in 1952 approved by a Joint Resolution and amended by Congress and President Reagan with Public Law 100-307 in 1988, affirming that it is essential for us as a nation to pray and directs the President of the United States to set aside and proclaim the first Thursday of May annually as The National Day of Prayer; and

WHEREAS: In every state across America the observance of the National Day of Prayer will be held on Thursday, May 2, 2024, with the theme, “Lift Up the Word, Light Up the World,” based on the verses found in 2 Samuel 22:29-31, “For you are my lamp, O Lord, and my God lightens my darkness ... This God—his way is perfect; the word of the Lord proves true; he is a shield for all those who take refuge in him.” and

WHEREAS: We express our faith and exercise our freedom in prayer, then unite our hearts and voices in personal prayer and public gatherings across America with fervent praise, repentance, love, and humble intercession for our neighbor and nation, holding fast to the promises throughout the Holy Scriptures that the Lord hears and avails much as He answers the faith-filled prayers of His people.

NOW, THEREFORE, I, Scott Kimble, Mayor of the City of Joshua, Texas, and on behalf of the Joshua City Council, do hereby proclaim the 2nd day of May 2024, as

National Day of Prayer

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City to be affixed this 18th day of April 2024.

Scott Kimble, Mayor
City of Joshua, Texas



MINUTES
CITY COUNCIL REGULAR MEETING
COUNCIL CHAMBERS
MARCH 21, 2024
6:30 PM

PRESENT

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

STAFF PRESENT

City Manager Mike Peacock
 Asst. City Manager Amber Bransom
 City Attorney Terry Welch
 City Secretary Alice Holloway

ABSENT

Councilmember Dakota Marshall

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

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/84698264609?pwd=aWtaVXNyZVFQUjEzNTgyMnZPKy85UT09>

Meeting ID: 840 6290 6348 Passcode: 892262

A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

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

B. PLEDGE OF ALLEGIANCE

1. United States of America
2. Texas Flag

Councilmember Anderson led the Pledge to the Flags.

C. INVOCATION

Invocation led by Chris Copeland, pastor of True-Life Church.

D. WORK SESSION

1. Review and discuss questions related to the budget report and financial statement for February 2024. (Staff Resource: M. Peacock)

City Manager Mike Peacock reported that the City is at forty-one percent in the budget and that all negative numbers will go away if the amendment is approved tonight.

2. Discuss and receive board updates.

Councilmember Anderson gave an update regarding the Type A EDC Meeting. She stated that \$18,000 was approved to give to the Joshua Area Chamber as budgeted.

City Secretary Holloway and City Manager Peacock gave an update regarding the Type B EDC Meeting.

City Secretary Holloway stated that the equipment is going up a little slow due to all the rain.

City Manager Peacock stated that the Park Manager was going to give an update this month, but he was in class all last week and could not add it to the agenda on time.

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.

NA

F. PUBLIC FORUM, PRESENTATION, AND RECOGNITION:

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

1. Presentation from Perdue, Brandon, Fielder, Collins & Mott LLP regarding an update on collections for the City.

1. Mike Cloward stated that there is a water problem. He stated that he has talked to several people and it is not getting any better. In addition, he stated the water being sent to the pond in Joshua Meadows is flooding the neighbor's property. Mr. Cloward stated that the city has destroyed their dreams.

2. Dennis Spaulding stated that the water runoff is going through five properties. He stated that Mr. Hoeg has been here for over 60 years, and part of his pasture, along with the others, is underwater. In addition, he stated that this property is causing a lot of issues, including physical and mental stress on the property owners. They need the council's help.

3. Mark Galosh stated that he had several issues with the current sign ordinance. He stated that the rules are confusing and as a small business owner, he relies on temporary signage, which is vital to businesses.

Alison Callison and Melissa Pace, representatives of Perdue, Brandon, Fielder, Collins & Mott LLP, gave an update regarding delinquent property taxes and court collection.

G. CONSENT AGENDA

1. Discuss, consider, and possible action on the meeting minutes of February 15, 2024, and March 07, 2024.

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

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

H. REGULAR AGENDA

1. Discuss, consider, and possible action on an Ordinance declaring unopposed candidates for Council Member Place 4 and Council Member Place 6 Elected to Office and canceling the May 4, 2024, General Election. (Staff Resource: A. Holloway)

Motion made by Councilmember Nichols to approve an Ordinance declaring unopposed candidates for Council Member Place 4 and Council Member Place 6 Elected to Office and canceling the May 4, 2024, General Election. Seconded by Councilmember Kidd.

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

2. Discuss, consider, and possible Action on an Ordinance amending the FY 2024 Budget. (Mike Peacock)

Motion made by Councilmember Anderson to approve an Ordinance amending the FY 2024 Budget. Seconded by Councilmember Breitenstein.

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

3. Discuss, consider, and possible action on ratifying the CDBG 2023 grant application for the reconstruction of Thomas Street. (Staff Resource: A. Bransom)

Motion made by Councilmember Nichols approved to ratify the signature on the agreement. Seconded by Councilmember Anderson.

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

4. Receive an update on ARPA Funds expenses and remaining balance. (Staff Resource: M. Peacock)

City Manager Peacock briefed the City Council on the ARPA Funds Expenses and remaining balance. He stated that the unallocated balance after the budget amendment will be \$142,885.

I. STAFF REPORT

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

J. EXECUTIVE SESSION

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

- 1. Pursuant to Section 551.071 Consultation with the City Attorney regarding anticipated litigation and legal issues associated with Chapter 395, Texas Local Government Code, and fees authorized by the Texas Administrative Code, and all matters incident and related thereto.

Mayor Kimble announced that the City Council will recess into Executive Session at 7:31 pm.

K. RECONVENE INTO REGULAR SESSION

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

Mayor Kimble reconvened the meeting into Regular Session at 8:15 pm.

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.

- 1. Sign Ordinance

M. ADJOURNMENT

Mayor Kimble adjourned the meeting at 8:17 pm.

Scott Kimble, Mayor

Alice Holloway, City Secretary



**City Council Agenda
April 18, 2024**

Resolution

Action Item

Agenda Description:

Discuss, consider, and possible action on a resolution approving the City of Joshua Investment Report for the Quarter Ending March 31, 2024.

Background Information:

Chapter 2256.023 of the Texas Government Code states a written quarterly investment report must be prepared by the investment officer and submitted to the governing body. For the quarter ending March 31, 2024, the City invested funds in Local Government Investment Pool(LGIP), TexSTAR in addition to funds held in interest-bearing accounts at the depository bank. Included with the investment report is the newsletter from TexSTAR, providing information on the average yield, net asset value, weighted average maturity, and portfolio composition at the end of the reporting quarter. As of March 31, 2024, there was \$10,656,490.81 invested, with total quarterly interest income of \$117,851.28.

Financial Information:

N/A

City Contact and Recommendations:

Marcie Freelen, Finance Director

Staff recommends approval of resolution.

Attachments:

1. Investment Report
2. Resolution



Investment Report
For the Quarter Ending
March 31, 2024

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



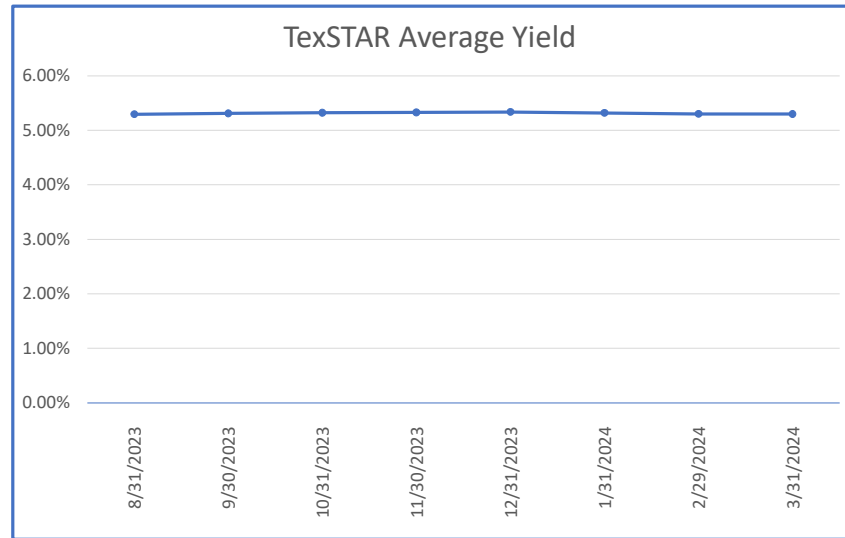
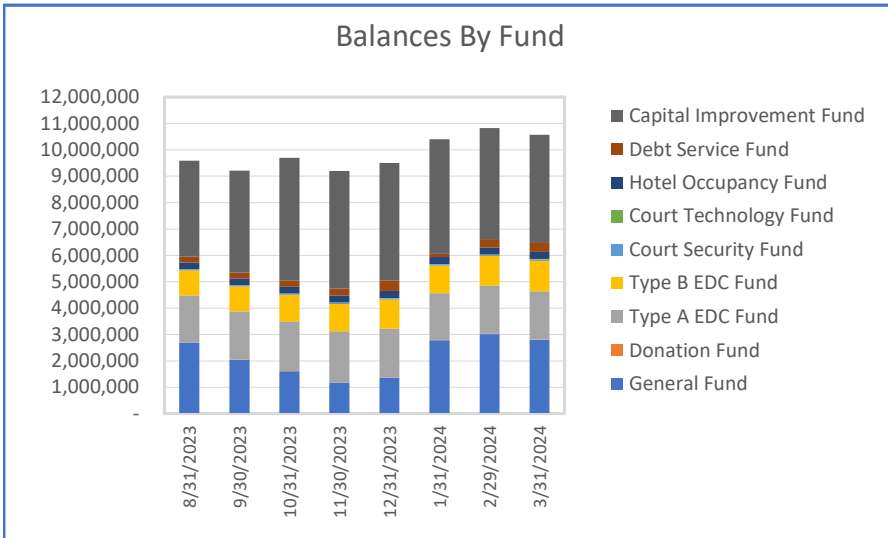
Mike Peacock, City Manager



Marcie Freelen, Finance Director

Account Name	Investment Date	Maturity Date	Par	*Ending Market Value 12/31/2023	Net Additions and Withdrawals	*Ending Market Value 3/31/2024	Market Change	Maturity in Days	Weighted Average Maturity	Interest Earned	Average Yield in Percent
Pinnacle-General Revenue	Daily	Open	\$ 35,000.00	\$ 35,000.00	\$ -	\$ 35,000.00	\$ -	1	0.00	\$ 7.95	0.10%
Pinnacle-General Revenue-ICS	Daily	Open	\$ 1,331,711.81	\$ 1,593,681.33	\$ (261,969.52)	\$ 1,331,711.81	\$ -	1	0.12	\$ 14,399.13	3.00%
Pinnacle-TIF	Daily	Open	\$ 35,000.00	\$ 35,000.00	\$ -	\$ 35,000.00	\$ -	1	0.00	\$ 8.72	0.10%
Pinnacle-TIF-ICS	Daily	Open	\$ 116,095.30	\$ 115,281.43	\$ 813.87	\$ 116,095.30	\$ -	1	0.01	\$ 865.15	3.00%
Pinnacle-Type A EDC	Daily	Open	\$ 35,000.00	\$ 35,000.00	\$ -	\$ 35,000.00	\$ -	1	0.00	\$ 8.72	0.10%
Pinnacle-Type A EDC-ICS	Daily	Open	\$ 811,243.61	\$ 818,099.43	\$ (6,855.82)	\$ 811,243.61	\$ -	1	0.08	\$ 5,862.85	3.00%
Pinnacle-Type B EDC	Daily	Open	\$ 35,000.00	\$ 35,000.00	\$ -	\$ 35,000.00	\$ -	1	0.00	\$ 8.70	0.10%
Pinnacle-Type B EDC-ICS	Daily	Open	\$ 355,711.70	\$ 300,374.21	\$ 55,337.49	\$ 355,711.70	\$ -	1	0.03	\$ 2,239.47	3.00%
Pinnacle-Hotel Occupancy Tax	Daily	Open	\$ 35,000.00	\$ 35,000.00	\$ -	\$ 35,000.00	\$ -	1	0.00	\$ 8.72	0.10%
Pinnacle-Hotel Occupancy Tax-ICS	Daily	Open	\$ 235,430.81	\$ 229,266.99	\$ 6,163.82	\$ 235,430.81	\$ -	1	0.02	\$ 1,741.30	3.00%
Pinnacle-2010 GO Bonds	Daily	Open	\$ 35,000.00	\$ 35,000.00	\$ -	\$ 35,000.00	\$ -	1	0.00	\$ 8.72	0.10%
Pinnacle-2010 GO Bonds-ICS	Daily	Open	\$ 211,935.25	\$ 218,762.07	\$ (6,826.82)	\$ 211,935.25	\$ -	1	0.02	\$ 1,611.46	3.00%
Pinnacle-2020 GO Bonds	Daily	Open	\$ 35,000.00	\$ 35,000.00	\$ -	\$ 35,000.00	\$ -	1	0.00	\$ 8.72	0.10%
Pinnacle-2020 GO Bonds-ICS	Daily	Open	\$ 2,570,165.62	\$ 2,540,340.02	\$ 29,825.60	\$ 2,570,165.62	\$ -	1	0.24	\$ 32,816.25	5.15%
TexStar	Daily	Open	\$ 4,779,196.71	\$ 3,459,241.54	\$ 1,319,955.17	\$ 4,779,196.71	\$ -	1	0.45	\$ 58,255.42	5.31%
Total			\$ 10,656,490.81	\$ 9,520,047.02	\$ 1,136,443.79	\$ 10,656,490.81			1.00	\$ 117,851.28	

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



RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS ACCEPTING AND APPROVING THE INVESTMENT REPORT FOR THE QUARTER ENDING MARCH 31ST, 2024; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, for the quarter ending March 31, 2024, in addition to interest-bearing depository bank accounts, the City invested in one local government investment pool, (TexSTAR) for which a newsletter from the pool provides information on their average yield, net asset value, weighted average maturity, and portfolio composition at the end of the reporting quarter has been provided; and

WHEREAS, as of March 31, 2024, there was \$10,656,490.81 invested in the depository bank and investment pool, with total quarterly interest income of \$117,851.28.

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

SECTION 1. The City Council of the City of Joshua Council hereby accepts and approves the Investment Report for the quarter ending March 31, 2024.

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

PASSED AND APPROVED this the 18th day of April, 2024 at a regular meeting of the City Council of the City of Joshua, Texas.

Scott Kimble
Mayor

ATTEST:

Alice Holloway
City Secretary



**Consent Agenda
April 18, 2024**

Action Item

Agenda Description:

Discuss, consider, and possible action on Subscriber Services Agreement with the City of Fort Worth for radio repairs.

Background Information:

Police Radios are programmed and licensed through Johnson County, but repairs are completed by an outside vendor. This agreement will allow the City of Fort Worth to perform repairs at a significant savings for the City of Joshua.

Financial Information:

Cost of repairs included in exhibit A of agreement.

City Contact and Recommendations:

David Gelsthorpe, Chief of Police

Recommend approval of agreement

Attachments:

Subscriber Services Agreement

SUBSCRIBER SERVICES AGREEMENT

This SUBSCRIBER SERVICES AGREEMENT (the “Agreement”) is made and entered into by and between the City of Fort Worth (“Fort Worth” or “CFW”) acting herein by and through its duly authorized Deputy City Manager, and Joshua Police Department (“USER”), acting herein by and through its duly authorized Chief of Police, individually referred to as a “party,” collectively referred to herein as the “parties.” The CFW or Fort Worth shall include all employees, directors, officers, agents, and authorized representatives. USER shall include all employees, directors, officers, agents, and authorized representatives.

RECITALS

WHEREAS, this Agreement is made under the authority of Sections 791, Texas Government Code; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the subject of this Agreement is necessary for the benefit of the public and each has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement; and

WHEREAS, each governing body finds that the performance of this Agreement is in the common interest of both parties and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, it is the collective desire of both Fort Worth and USER to allow Fort Worth to provide USER with installation, maintenance and repair services for wireless communications components and systems.

NOW THEREFORE, Fort Worth and USER agree as follows:

1. Services. CFW shall install, configure, maintain, and repair the following equipment: mobile, portable, and fixed two-way radios and other wireless devices, antennas, speakers, and ancillary equipment, sirens, mobile data computers and related hardware and cabling, and any other similar or related public safety emergency response equipment. Unless mutually agreed prior to commencement of work, CFW shall provide primary maintenance services for the equipment at the CFW IT Solutions radio repair facility (or facilities). The service shall include the regular inspection of the equipment and any maintenance or repair necessary to maintain it in good working order. Upon request, CFW shall also install and remove equipment from vehicles for reuse or disposal. USER shall approve equipment installation location and configuration prior to commencement of work, and will inspect and approve installation upon completion.

2. Term. The Agreement shall become effective upon the signing of the Agreement by an Deputy City Manager of the City of Fort Worth (the “Effective Date”) and shall continue in full force and effect unless terminated in accordance with the provisions set forth herein and in Exhibit A.

3. Compensation. USER shall remit payment to Fort Worth in the amount and manner set forth in Exhibit A “Fee Schedule.” CFW may revise Exhibit A to adjust service rates as needed without further action by CFW provided that CFW shall provide not less than sixty (60) days advance written notice to USER before any revision to Exhibit A is effective. Estimated total billing is \$5,000 per year. Billing will be from the first day of the month through the last day of the same month. CFW will invoice USER no later than the 21st day of the month following the end of each billing period, with the invoice dated on the day it is sent. USER will pay CFW within thirty (30) days of receipt of any invoice for services under this Agreement. CFW shall have the right to increase any applicable fees under this Agreement each fiscal year to offset any increased costs incurred by CFW. Any increase in applicable fees will be effective at the beginning of the next CFW fiscal year.

4. Liability. Each party agrees to be liable for any damages or loss that may be caused by its own negligence, omission or intentional misconduct. For purposes of this Section 4, the term party shall include employees, directors, officers, agents, authorized representatives, subcontractors, consultants, and volunteers of the respective party. Nothing in the performance of this Agreement shall impose any liability for claims against either party other than for claims for which the Texas Tort Claims Act may impose liability.

5. Independent Contractor. It is expressly understood and agreed that USER shall operate as an independent contractor as to all rights and privileges granted herein, and not as agent, representative or employee of the CFW. Subject to and in accordance with the conditions and provisions of this Agreement, USER shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its employees, directors, officers, agents, authorized representatives, subcontractors, and consultants. USER acknowledges that the doctrine of *respondeat superior* shall not apply as between the CFW, its employees, directors, officers, agents, and authorized representatives, and USER and its employees, directors, officers, agents, authorized representatives, subcontractors, and consultants. USER further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between CFW and USER.

6. Non-Appropriation of Funds. Fort Worth and USER will use best efforts to appropriate sufficient funds to support obligations under this Agreement. However, in the event that sufficient funds are not appropriated by either party’s governing body, and as a result, that party is unable to fulfill its obligations under this Agreement, that party (i) shall promptly notify the other party in writing and (ii) may terminate this Agreement, effective as of the last day for which sufficient funds have been appropriated.

7. Right to Audit. USER agrees that the CFW shall, at no additional cost to the CFW, during and until the expiration of three (3) years after termination of this Agreement, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers, records, and communications of the USER involving transactions relating to this

Agreement. USER agrees that the CFW shall have access during normal working hours to all necessary USER facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The CFW shall give USER reasonable advance notice of intended audits.

8. Assignment. USER shall not have the right to assign or subcontract any of its duties, obligations or rights under this Agreement without the prior written consent of the CFW. Which such right shall be granted solely at the discretion of the CFW. Any assignment in violation of this provision shall be void.

9. No Waiver. The failure of either party to insist upon the performance of any provision or condition of this Agreement or to exercise any right granted herein shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

10. Governmental Powers/Immunities. It is understood and agreed that by execution of this Agreement, the neither CFW nor USER waives or surrender any of its governmental powers or immunities.

11. Amendments. No amendment to this Agreement shall be binding upon either party hereto unless such amendment is set forth in writing, dated subsequent to the date of this Agreement, and signed by both parties.

12. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

13. Confidential Information. To the extent permitted by law, USER for itself and its officers, agents and employees, agrees that it shall treat all information provided to it by the CFW as confidential ("City Information") and shall not disclose any such information to a third party without the prior written approval of the CFW, unless such disclosure is required by law, rule, regulation, court order, in which event USER shall notify CFW in writing of such requirement in sufficient time to allow CFW to seek injunctive or other relief to prevent such disclosure. USER shall store and maintain City Information in a secure manner and shall not allow unauthorized users to access, modify, delete or otherwise corrupt City Information in any way. USER shall notify the CFW immediately if the security or integrity of any City Information has been compromised or is believed to have been compromised.

14. Force Majeure. CFW and USER will exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but will not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law, ordinance, or regulation; acts of God; acts of the public enemy; fires; strikes; lockouts; natural disasters; wars; riots; epidemics or pandemics; government action or inaction; orders of government; material or labor restrictions by any governmental authority; transportation problems; restraints or prohibitions by any court, board, department, commission, or agency of the United States or of any States; civil disturbances; other national or regional emergencies; or any other similar cause

not enumerated herein but which is beyond the reasonable control of the Party whose performance is affected (collectively, “Force Majeure Event”). The performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided the affected Party provides notice of the Force Majeure Event, and an explanation as to how it prevents or hinders the Party’s performance, as soon as reasonably possible after the occurrence of the Force Majeure Event, with the reasonableness of such notice to be determined by CFW in its sole discretion. The notice required by this section must be addressed and delivered in accordance with Section 15 of this Agreement.

15. Notices. Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

City of Fort Worth
Attn: IT Director
200 Texas Street
Fort Worth TX 76102
Facsimile: (817) 392-8654

City of Joshua
Attn: Chief of Police
102 S Main St
Joshua, Tx 76058

With Copy to the City Attorney
At same address

16. Governing Law / Venue. This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought on the basis of this Agreement shall lie exclusively in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas – Fort Worth Division. In any such action, each party shall pay its own attorneys’ fees, court costs and other expenses incurred as a result of the action.

17. Signature Authority. The person signing this Agreement hereby warrants that he/she has the legal authority to execute this Agreement on behalf of his or her 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 Agreement.

18. Entirety of Agreement. This written instrument, including all Exhibits attached hereto, contains the entire understanding and agreement between Fort Worth and USER as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with this Agreement. Any previously executed Subscriber Services Agreement between the parties shall be terminated simultaneously with the final execution of this Agreement by both parties.

19. Counterparts. This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute one and the same instrument.

20. Termination. Either USER or CFW may terminate this Agreement for any reason, with or without cause, upon ninety (90) days written notice to the other party. The CFW, in its sole discretion, shall have the right to deny USER services under this Agreement and/or the right to terminate the Agreement immediately if USER fails to make full payment of invoiced fees within thirty (30) days of the date payment is due.

21. Compliance with Laws. The USER shall comply with all current and future Federal, State, and Local laws, Ordinances, and Mandates, including Federal Communications Commission rules and regulations regarding proper use of radio communications equipment.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiples.

CFW: By: _____ Name: Mark McDaniel Title: Deputy City Manager Date: _____	USER: By: _____ Name: David Gelsthorpe Title: Chief of Police Date: _____
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FOR CITY OF FORT WORTH INTERNAL PROCESSES:

Approval Recommended: By: _____ Name: Kevin Gunn Title: Director, IT Solutions Department Approved as to Form and Legality: By: _____ Name: Taylor Paris Title: Assistant City Attorney Contract Authorization: M&C: M&C NUMBER Form 1295: FORM 1295 NUMBER	Contract Compliance Manager: By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements. By: _____ Name: Lawrence Crockett Title: Senior IT Solutions Manager City Secretary: By: _____ Name: Jannette Goodall Title: City Secretary
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EXHIBIT A**FEE SCHEDULE****Time And Materials Services**

Covered Services:

- Mobile Radio Installation
- Mobile Computer Installation
- Radio Repair (Mobile and Portable)
- Base Station Radio Repair
- Radio Template Development
- Radio Code Plug Development
- Radio Programming
- Other Services As Agreed

Applicable Rates:

Labor

1. \$73.00 per hour for work performed during regular business hours (Monday through Friday from 7:30 AM to 6:00 PM except CFW holidays).
2. \$109.00 per hour (*with a two-hour minimum*) for work performed outside regular business hours when User requests work to be performed during these hours.
3. A per-visit trip charge of \$36.50 if User requests work to be performed at a site other than the Fort Worth Radio Services site. Labor rate will be charged beginning with technician's arrival to User site.

Parts and Services

1. Parts and supplies used in the performance of maintenance and repair services will be billed at the vendor's invoiced cost to the City plus 10%.
2. Services from third-parties (such as Motorola repair depot) will be billed at the vendor's invoiced cost to the City plus 10%.

Flat Rate Services

Covered Services:

- Radio Tuning and Alignment (work performed at Fort Worth Radio Services site only)

Applicable Rates:

1. \$36.50 per radio for units delivered by User to the Fort Worth Radio Services site.
2. \$73.00 per mobile radio removed and reinstalled in User vehicles. Vehicle must be delivered by User to the Fort Worth Radio Services site.
3. A trip charge of \$182.00 if the User requests Fort Worth Radio Services staff to pick up and deliver radios to User site outside of Tarrant County.



**City Council Agenda
April 18, 2024**

Minutes Resolution

Action Item

Agenda Description:

Discuss, consider, and possible action on approving a Site Plan regarding 0.156 acre of land known as Lots 3 and 4, Block 10, Original Town Joshua, W. Byers Survey, Abstract No. 29, County of Johnson, Texas, locally known as 207 N. Main, to allow for the construction of a commercial professional building.

Background Information:

The subject property is within the Heritage Overlay District and is a plat of record with the Johnson County Clerk's Office.

Analysis:

Site plan approval shall be required for all new nonresidential developments/buildings within the district.

SITE PLAN REQUIRED.

Developments within the HP Overlay District shall be subject to design review as part of the site plan review process. Unless specifically noted within this Section, all requirements of this Ordinance apply to the HP Overlay District. Design review is required in this district to ensure that development within the district is in conformance with design guidelines for HP and that proposed development is architecturally compatible and within the historic character of HP. All applications shall go before the Historic Preservation Committee before being scheduled for the Planning and Zoning Commission. The Historic Preservation Committee shall recommend to the Planning and Zoning Commission any modification of designation sites, buildings, structures, objects, or areas as landmarks to be included in the heritage preservation overlay district. The Planning and Zoning Commission will then make its recommendation to the City Council.

Site plan approval shall be required for the following:

A. All new nonresidential developments/buildings within the district.

Item 2.

B. A change of use from residential/vacant to nonresidential or mixed use in an existing structure.

C. Additions and/or remodeling to existing nonresidential buildings that are considered to be a substantial modification, as defined in the definition Section of this Ordinance.

Financial Information:

N/A

City Contact and Recommendations:

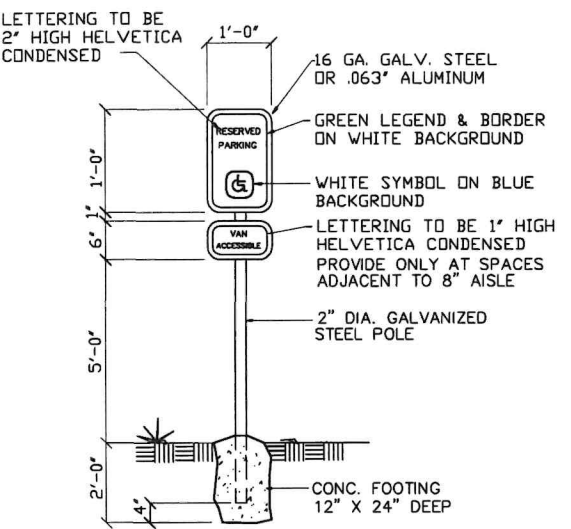
Aaron Maldonado

Director Development Services

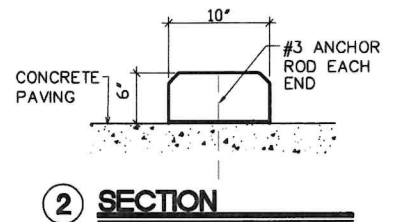
The Heritage Preservation Committee and Planning & Zoning Commission both have recommended approval of the site plan on 4-1-2024.

Attachments:

1. Site plan application
2. Legal Description
3. Vicinity Map
4. Building Elevations
5. Site Plan
6. Landscape Plan

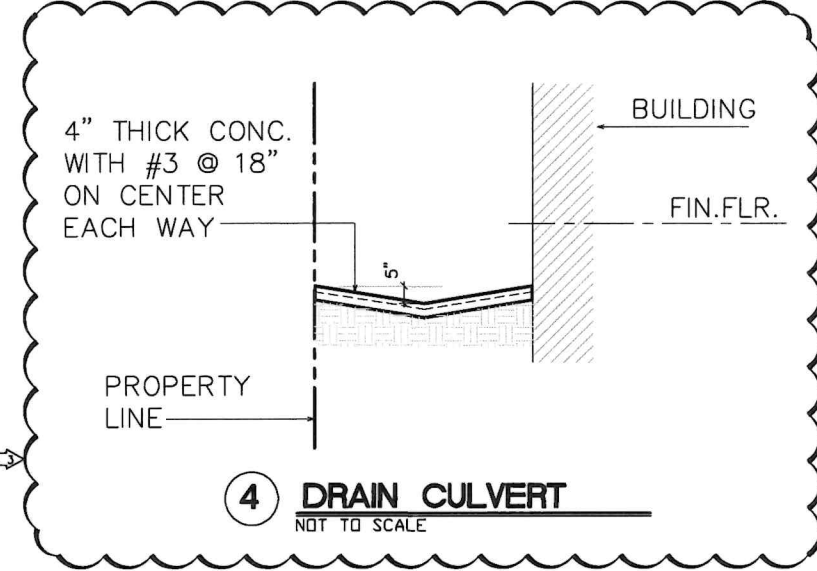


3) ACCESSIBLE PARKING SIGN
PROVIDED AT EACH (H.C.) PARKING SPACE

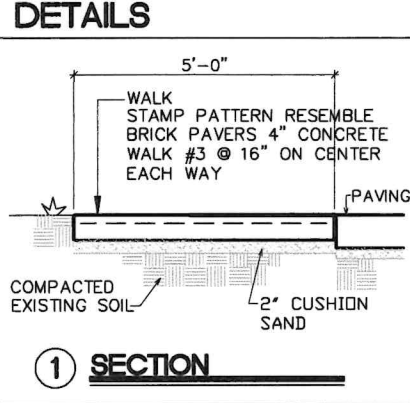


2) SECTION

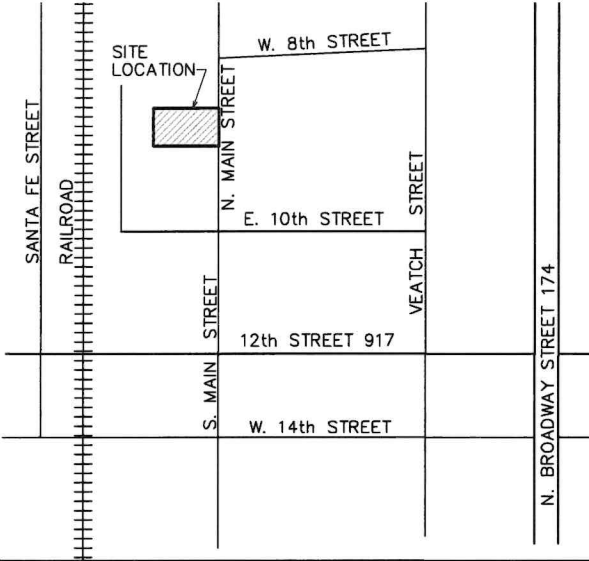
SITE DATA	PROVIDED	PERCENTAGE
TOTAL LOT GROSS SITE AREA	6,776 SQ. FT.	100%
TOTAL BUILDING AREA	4,900 SQ. FT.	72%
TOTAL IMPERVIOUS AREA	147 SQ. FT.	2%
TOTAL OPEN SPACE (LANDSCAPED AREA)	1,728 SQ. FT.	26%



4) DRAIN CULVERT
NOT TO SCALE



1) SECTION



VICINITY MAP
NOT TO SCALE

- DATE:**
SUBMITTED FEBRUARY 14, 2024
- CONSTRUCTION NOTES:**
- ELECTRICAL METER SERVICE.
 - 4" THICK CONCRETE WALK WITH #3 SPACED 16" ON CENTER EACH WAY ON 2" THICK CUSHION SAND ON RECOMPACTED EXISTING SOIL. SURFACE SHALL BE STAMP PATTERN RESEMBLE TO BRICK PAVERS.
 - 5" THICK CONCRETE PAVING WITH #3 SPACED 18" ON CENTER EACH WAY ON 2" THICK CUSHION SAND RECOMPACTED 6" EXISTING SOIL.
 - WALL MOUNTED 12.2 WATTS LIGHT WEST/EAST MOUNTED 8'-0" A.F.F. SOUTH/NORTH MOUNTED 15'-0" A.F.F.
 - HANDICAPPED PARKING SIGN MOUNTED 60" ABOVE GRADE.
 - CONCRETE WHEEL STOP WITH #3 ANCHOR ROD AT EACH END.
 - RELOCATE OVERHEAD ELECTRICAL SERVICE AND POLE.

PREPARED BY:
JOHN TAYLOR & ASSOCIATES
6800 BRENTWOOD STAIR RD. STE. 201
FORT WORTH, TEXAS 76112
(817) 446-1364 OFFICE
(817) 446-1307 FAX
E-MAIL: taylor7677@sbcbglobal.net

OWNER:
RUMFIELD PROPERTIES
ROBBIE RUMFIELD, OWNER
517 NORTH MAIN STREET
JOSHUA, TEXAS 76058
(817) 475-1081 OFFICE
(817) 475-9920 CELL
E-MAIL: robbierumfield@icloud.com

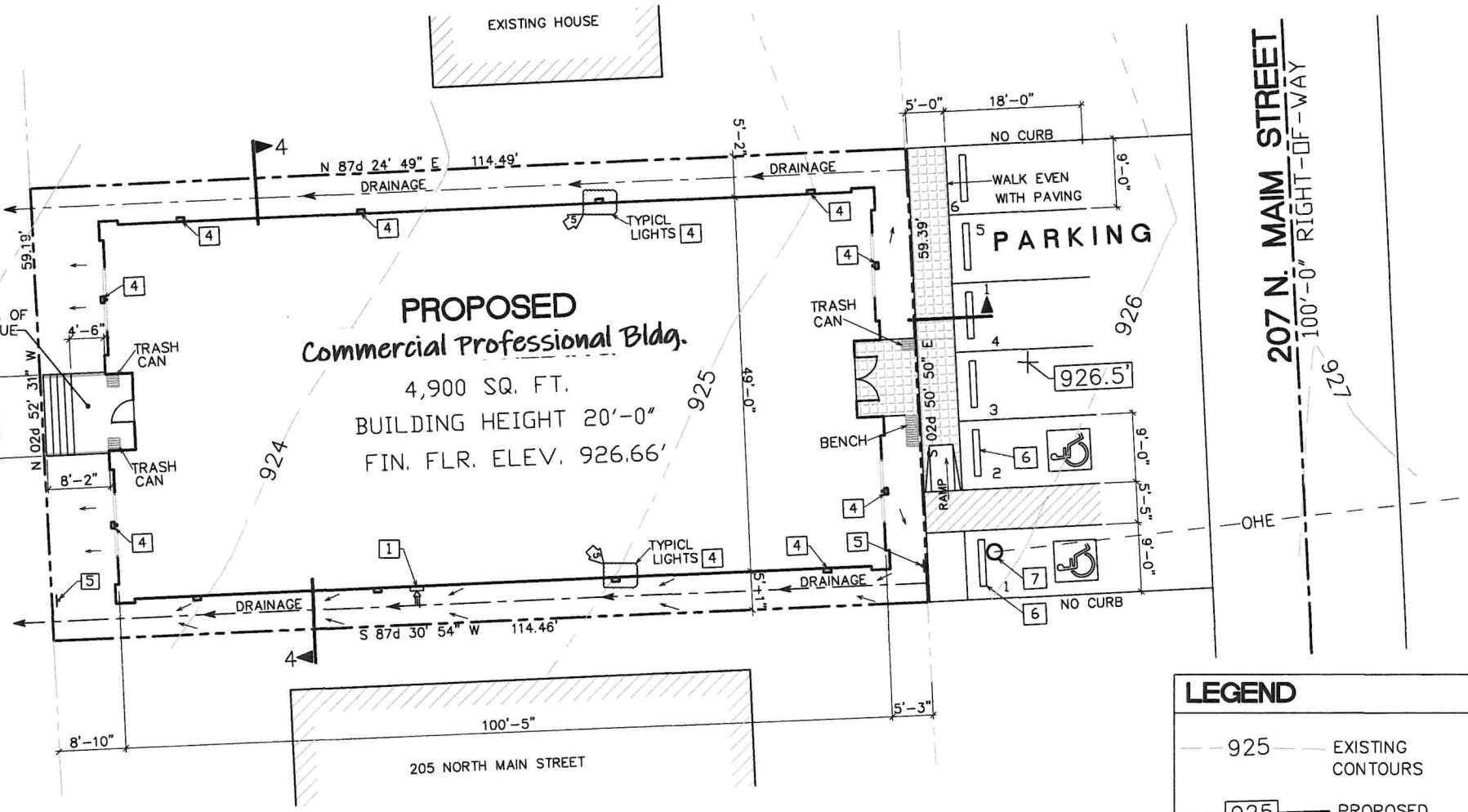
ZONING:
PROPERTY ZONED C1 HERITAGE PRESERVATION OVERLAY DISTRICT

PARKING:
REQUIRED PARKING 6
PARKING PROVIDED 6

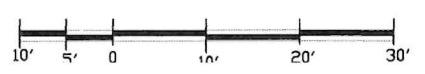
FLOOD ZONE NOTE:
ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 48251C0180J DATED DECEMBER 04, 2012, THE SUBJECT PROPERTY IS LOCATED WITHIN THE FOLLOWING FLOOD ZONE:
ZONE X: AREA DETERMINED TO BE OUTSIDE THE 0.2 ANNUAL CHANCE FLOOD PLAN.

BASIS OF BEARINGS:
BASIS OF BEARINGS ARE BASED ON NORTH AMERICAN DATUM OF 1983, TEXAS NORTH CENTRAL ZONE, DERIVED FROM GPS OBSERVATIONS.

BENCHMARK:
X-CUT SET ON A CONCRETE SLAB OF AN ELECTRIC BOX ON THE SOUTHEAST CORNER OF THE INTERSECTION OF 12th STREET (80' R.O.W) AND N. MAIN STREET (100' R.O.W) 79.18' SOUTHWESTERLY FROM THE SOUTHWEST CORNER OF LOT-10, BLOCK 5, TOWN OF JOSHUA AN ADDITION TO JOHNSON COUNTY, ACCORDING TO THAT FILE RECORDED IN VOLUME 24, PAGE-44, PLAT RECORDS, JOHNSON COUNTY, TEXAS.



SITE PLAN
SCALE: 1"=10'-0"



NOTICE: PARKING SHOWN ON THIS SITE PLAN DOES NOT REFLECT THE PARKING REQUIREMENT FOR THE PROJECT.

LEGEND

--- 925 ---	EXISTING CONTOURS
--- 925 ---	PROPOSED CONTOURS

LEGAL:
LOT-3 AND 4
BLOCK-10
ORIGINAL TOWN JOSHUA
126.5534.98689.01170

REVISIONS

DATE	RESPONSE	Item 2.
4/20/23	COMMENT	
5/19/23	NOTE & DRAINAGE	
6/8/23	DRAINAGE ELEVATIONS	
6/16/23	LEGAL DESCRIPTION	
2/14/24	ADDED WALL MOUNTED LIGHTS	

JOHN TAYLOR and ASSOCIATES
6800 BRENTWOOD STAIR ROAD, SUITE 201
FORT WORTH, TEXAS 76112
OFFICE: 817.446.1364 / FAX: 817.446.1307
E-MAIL: taylor7677@sbcbglobal.net

BY RUMFIELD PROPERTIES
207 NORTH MAIN STREET
JOSHUA, TEXAS

JOB NO.	2023
DRAWN BY:	JET
CHECK BY:	JET
DATE:	02/14/2023

SHEET TITLE:
■ SITE PLAN

SHEET NO.
A1.0 63

City of Joshua Development Services Universal Application

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

- Pre-Application Meeting
- Conditional Use Permit
- Preliminary Plat
- Replat
- Minor Plat
- Comprehensive Plan Amendment
- Zoning Variance (ZBA)
- Planned Development Concept Plan
- Zoning Change
- Subdivision Variance
- Amending Plat
- Site Plan

PROJECT INFORMATION

Project Name: 307 N. Main St.

Project Address (Location): 307 N. Main St. Joshua, TX 76058

Existing Zoning: _____ Proposed Zoning: _____

Existing Use: _____ Proposed Use: Commercial

Existing Comprehensive Plan Designation: _____ Gross Acres: .156

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

APPLICANT INFORMATION

Applicant: Rumfield Properties, Inc. - Robbie Rumfield Company: Rumfield Properties, Inc.

Address: PO Box 1687 Tel: 817-447-1081 Fax: 817-447-4194

City: Burleson State: Tx ZIP: 76097 Email: dusty@rumfields.com

Property Owner: Robbie Rumfield Company: Rumfield Properties, Inc.

Address: PO Box 1687 Tel: 817-447-1081 Fax: 817-447-4194

City: Burleson State: Tx ZIP: 76097 Email: dusty@rumfields.com

Key Contact: Robbie Rumfield Company: _____

Address: PO Box 1687 Tel: 817-447-1081 Fax: 817-447-4194

City: Burleson State: Tx ZIP: 76097 Email: robbie@rumfields.com

<p>SIGNATURE OF PROPERTY OWNER OR APPLICANT (SIGN AND PRINT OR TYPE NAME)</p> <p>SIGNATURE: <u>[Signature]</u> <small>(Letter of authorization required if signature is other than property owner)</small></p> <p>Print or Type Name: <u>Robbie Rumfield</u></p> <p>Known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration expressed and in the capacity therein stated.</p> <p>Given under my hand and seal of office on this <u>7</u> day of <u>Feb</u> 20<u>23</u></p> <p><u>[Signature]</u> Notary Public</p> <p>Signature: <u>[Signature]</u></p>	<p>For Departmental Use Only</p> <p>Case No.: <u>SP23-02</u> <u>23-00088-01</u></p> <p>Project Manager: <u>Robbie Rumfield</u></p> <p>Total Fee(s): <u>App \$500 Deposit \$2,500</u></p> <p>Check No.: <u>CC - 7019</u></p> <p>Date Submitted: <u>02-14-23</u></p> <p>Accepted By: <u>[Signature]</u></p> <p>Date of Complete Application: <u>02-14-23</u></p>
--	---



CITY OF JOSHUA Planning and Development • City Hall 101 S. Main Street, Joshua, Texas 76058 817.558.7447

FOR

RUMFIELD PROPERTIES

207 NORTH MAIN STREET
JOSHUA, TEXAS 76058
LOT-9 & 10, BLOCK-5

OWNER
ROBBIE RUMFIELD
P.O. BOX 1687
JOSHUA, TEXAS

Item 2.



EAST ELEVATION

SCALE: 3/16" = 1'-0"

CITY NO. HPOD2023-01

CITY CODE DATA

BUILDING CODE:	2015 (IBC)
ELECTRICAL CODE:	2020 (NEC)
PLUMBING CODE:	2015 (IPC)
MECHANICAL CODE:	2015 (IMC)
FIRE CODE:	2015 (IFC)
ENERGY COMCHECK	2015 (IECC)
ZONING GROUP	C1 HERITAGE PRESERVATION OVERLAY DISTRICT
PARKING: REQUIRED:	6
PROVIDED:	6
OCCUPANCY:	M
CONSTRUCTION TYPE:	5-B
BUILDING AREA	4,900 SQ.FT.
BUILDINGS HEIGHT:	20'-0"
NO. OF BUILDINGS:	ONE
STORIES	ONE
PROVIDE A FIRE ALARM SYSTEM FOR THIS BUILDING	NO
BUILDING WILL HAVE FIRE SPRINKLER SYSTEM	NO

DRAWING INDEX

- COVER SHEET
- L1.0 LANDSCAPE PLAN
- C1.0 GRADING PLAN
C2.0 UTILITY PLAN
- A1.0 SITE PLAN
A2.0 BUILDING SHELL FLOOR PLAN AND
DOOR AND WINDOW TYPES
A3.0 EXTERIOR ELEVATIONS
A4.0 WALL SECTIONS
A5.0 ADA STANDARD SHEET
- S1.0 FOUNDATION PLAN AND DETAILS
S2.0 ROOF FRAMING PLAN, DETAILS AND
- E0.1 PHOTOMETRIC SITE PLAN

DESIGN TEAM

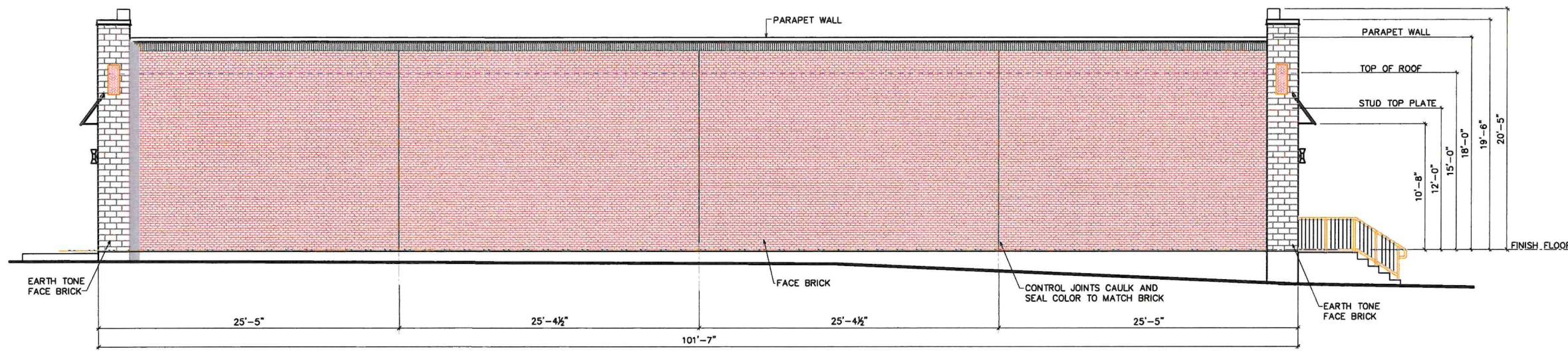
DESIGNER
JOHN TAYLOR AND ASSOCIATES
6800 BRENTWOOD STAIR RD, SUITE 201
FORT WORTH, TEXAS 76112
(817) 446-1364 OFFICE
(817) 446-1307 FAX
taylor7677@sbcglobal.net

CONSULTING ENGINEER
A.F. ELGIN AND ASSOCIATES
816 APRIL SOUND CT. SUITE 200
FORT WORTH, TEXAS 76120
(817) 929-2373
ECPM REGISTRATION NO. E-7920

REVISIONS

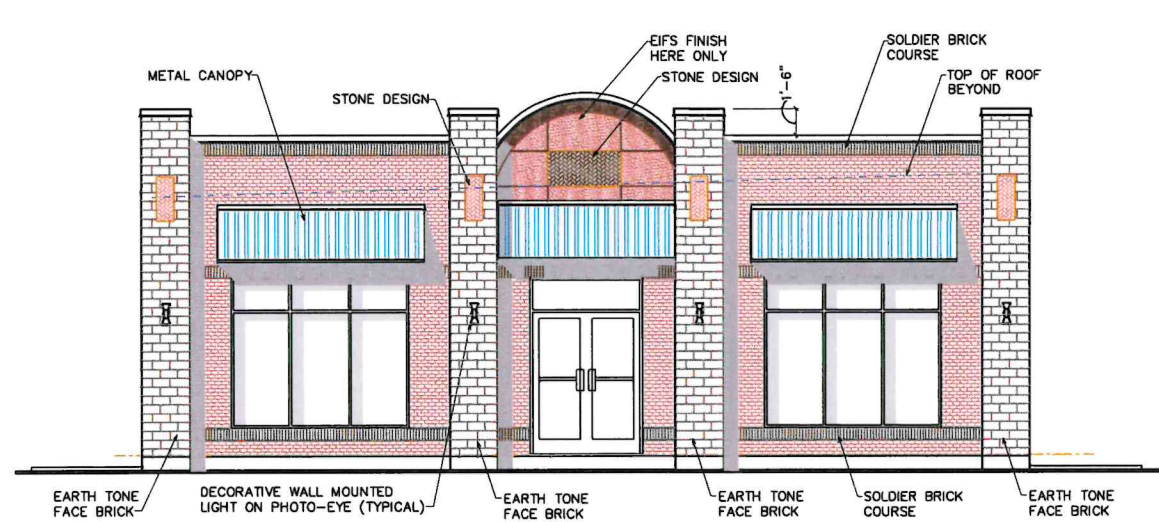
1	

TEXAS DEPARTMENT OF



NORTH ELEVATION

SCALE: 3/16" = 1'-0"



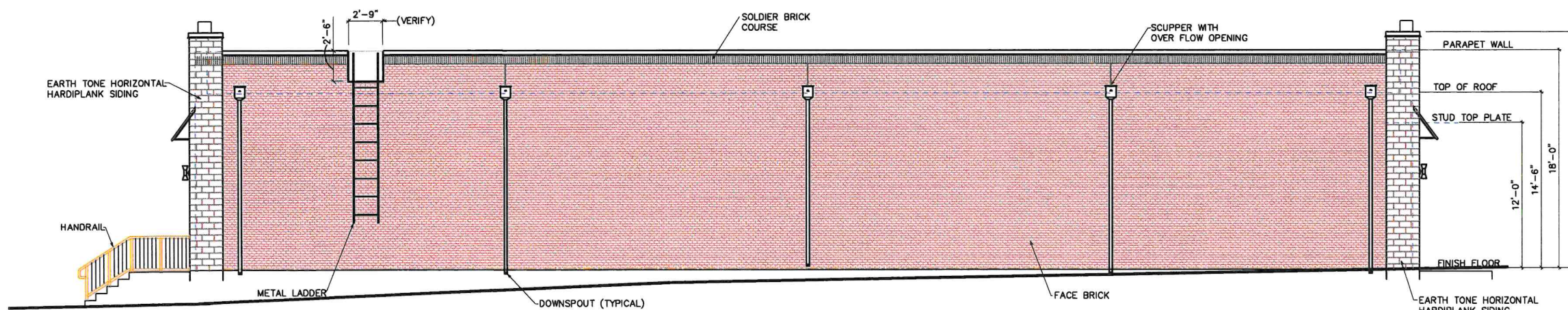
EAST ELEVATION

SCALE: 3/16" = 1'-0"



WEST ELEVATION

SCALE: 3/16" = 1'-0"



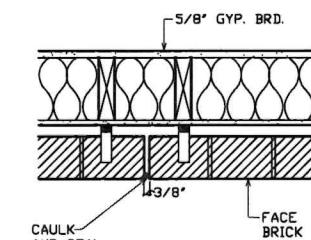
SOUTH ELEVATION

SCALE: 3/16" = 1'-0"

LOOSE BRICK LINTEL SCHEDULE

SPAN - FT.	LINTEL SIZE
4 FT.	L 4 x 3 x 3/16" LLH
5 FT.	L 4 x 3 x 3/16" LLH
6 FT.	L 4 x 3 x 3/16" LLH
7 FT.	L 4 x 3 x 3/16" LLH
8 FT.	L 4 x 3 x 3/16" LLH
9 FT.	L 5 x 3-1/2 x 3/8 LLV
10 FT.	L 6 x 4 x 1/2 LLV

LLH: LONG LEG HORIZONTAL
LLV: LONG LEG VERTICAL



BRICK CONTROL

NOT TO SCALE

NO.	DATE	RESPONSE
1		
2		

Item 2.

JOHN TAYLOR and ASSOCIATES
6800 BRENTWOOD STAIR ROAD, SUITE 201
FORT WORTH, TEXAS 76112
OFFICE: 817.446.1364 / FAX: 817.446.1307
E-MAIL: toyler7677@bcglobal.net

BY
RUMFIELD PROPERTIES
207 NORTH MAIN STREET
JOSHUA, TEXAS

JOB NO.	2023
DRAWN BY:	JET
CHECK BY:	JET
DATE:	01/18/2024

SHEET TITLE:
■ EXTERIOR ELEVATIONS

SHEET NO.
A3.0 66

OWNER'S CERTIFICATE

STATE OF TEXAS COUNTY OF JOHNSON

WHEREAS RUMFIELD PROPERTIES, INC., OWNER OF A 0.156 ACRE TRACT OF LAND SITUATED IN THE W.W. BYERS SURVEY, ABSTRACT NUMBER 29, CITY OF JOSHUA, JOHNSON COUNTY, TEXAS, AND BEING ALL OF A CALLED 0.156 ACRE TRACT OF LAND DESCRIBED BY DEED TO RUMFIELD PROPERTIES, INC., RECORDED IN COUNTY CLERK'S INSTRUMENT NUMBER 2021-6234, DEED RECORDS, JOHNSON COUNTY, TEXAS, AND BEING ALL OF LOTS 3 AND 4, BLOCK 10, ORIGINAL TOWN OF JOSHUA, AN ADDITION TO THE CITY OF JOSHUA, JOHNSON COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 24, PAGE 44, PLAT RECORDS, JOHNSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID CALLED 0.156 ACRE TRACT, SAME BEING THE NORTHEAST CORNER OF A CALLED 0.278 ACRE TRACT OF LAND DESCRIBED BY DEED TO DFW SENIOR CARE SERVICES, INC., RECORDED IN COUNTY CLERK'S INSTRUMENT NUMBER 2022-35909, DEED RECORDS, JOHNSON COUNTY, TEXAS, SAME ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 4, AND BEING ON THE WEST RIGHT-OF-WAY LINE OF NORTH MAIN STREET, A 100' RIGHT-OF-WAY, FROM WHICH A MAG NAIL FOUND BEARS FOR REFERENCE SOUTH 02 DEGREES 20 MINUTES 00 SECONDS EAST, A DISTANCE OF 350.83 FEET;

THENCE SOUTH 87 DEGREES 30 MINUTES 54 SECONDS WEST, ALONG THE SOUTH LINE OF SAID CALLED 0.156 ACRE TRACT, BEING COMMON WITH THE NORTH LINE OF SAID CALLED 0.278 ACRE TRACT, A DISTANCE OF 114.46 FEET, TO A 1/2" IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID CALLED 0.156 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF SAID CALLED 0.278 ACRE TRACT, AND BEING ON THE EAST RIGHT-OF-WAY LINE OF AVENUE C, A 50' RIGHT-OF-WAY;

THENCE NORTH 02 DEGREES 52 MINUTES 31 SECONDS WEST, DEPARTING SAID COMMON LINE AND ALONG THE EAST RIGHT-OF-WAY LINE OF SAID AVENUE C, A DISTANCE OF 59.19 FEET, TO A 1/2" IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID CALLED 0.156 ACRE TRACT, SAME BEING THE SOUTHWEST CORNER OF A THAT CERTAIN TRACT OF LAND DESCRIBED BY DEED TO HARRISON HOLLINGSWORTH, JR., AND JEMA HOLLINGSWORTH, RECORDED IN VOLUME 3144, PAGE 452, DEED RECORDS, JOHNSON COUNTY, TEXAS, FROM WHICH A 1/2" CAPPED IRON ROD FOUND STAMPED "DUMAS" BEARS FOR REFERENCE NORTH 84 DEGREES 47 MINUTES 55 SECONDS WEST, A DISTANCE OF 457.63 FEET;

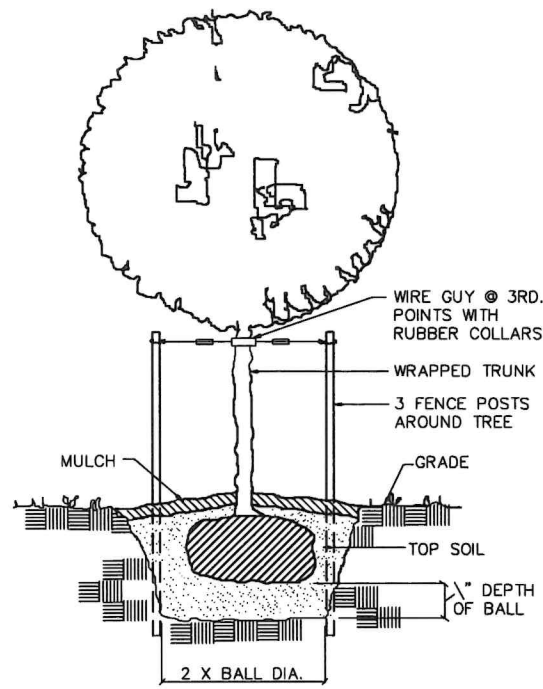
THENCE NORTH 87 DEGREES 24 MINUTES 49 SECONDS EAST, DEPARTING SAID EAST RIGHT-OF-WAY LINE AND ALONG THE NORTH LINE OF SAID CALLED 0.156 ACRE TRACT, BEING COMMON WITH THE SOUTH LINE OF SAID HOLLINGSWORTH TRACT, A DISTANCE OF 114.49 FEET, TO A 1/2" IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID CALLED 0.156 ACRE TRACT, SAME BEING THE SOUTHEAST CORNER OF SAID HOLLINGSWORTH TRACT, AND BEING ON THE WEST RIGHT-OF-WAY LINE OF SAID NORTH MAIN STREET;

THENCE SOUTH 02 DEGREES 50 MINUTES 50 SECONDS EAST, DEPARTING SAID COMMON LINE AND ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 59.39 FEET, TO THE **POINT OF BEGINNING**, AND CONTAINING 0.156 ACRES OR 6,787 SQUARE FEET OF LAND, MORE OR LESS.



Vicinity Map





LANDSCAPE PLANTING NOTES:

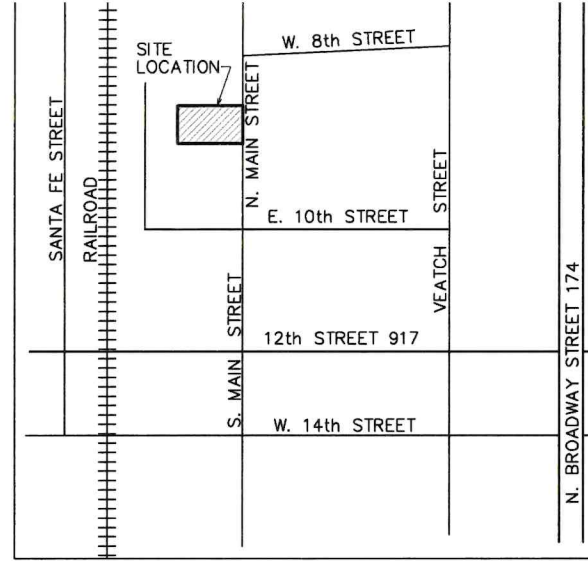
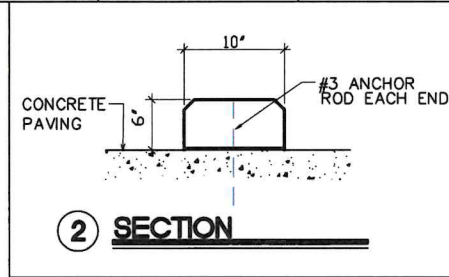
GENERAL CONTRACTOR SHALL LOCATE EXISTING AND PROPOSED UTILITIES PRIOR TO DIGGING OR TILLING. REFER TO GRADING PLAN, SITE PLAN, UTILITY PLAN AND IRRIGATION PLAN FOR ADDITIONAL.

PLANTS SCHEDULE

QU.	LETTER	COMMON AND BOTANICALS NAME	SPACING	CALIPER	SOIL DEPTH PLANTS CU. F.	MIN. HEIGHT	REMARKS
4	A	CREPE MYRTLE (Lagerstroemia incisa)	--	3"	75"	6'-0"	DECIDUOUS
32	B	DWARF YAUPON HOLLY (Ilex vomitoria nana) 1-GAL CONTAINER	36"	3"	32"	2'-0"	EVERGREEN
32	C	DWARF NANDINA 1-GAL CONTAINER (Nandina domestica nana compacta)	--		32"	2'-0"	EVERGREEN

SITE DATA

	PROVIDED	PERCENTAGE
TOTAL LOT GROSS SITE AREA	6,776 SQ. FT.	100%
TOTAL BUILDING AREA	4,878 SQ. FT.	72%
TOTAL IMPERVIOUS AREA	147 SQ. FT.	2%
TOTAL OPEN SPACE (LANDSCAPED AREA)	1,728 SQ. FT.	26%



VICINITY MAP
NOT TO SCALE

DATE:
SUBMITTED FEBRUARY 14, 2024

CONSTRUCTION NOTES:

- ELECTRICAL METER SERVICE.
- 4" THICK CONCRETE WALK WITH #3 SPACED 16" ON CENTER EACH WAY ON 2" THICK CUSHION SAND ON RECOMPACTED EXISTING SOIL. SURFACE SHALL BE STAMP PATTERN RESEMBLE TO BRICK PAVERS.
- 5" THICK CONCRETE PAVING WITH #3 SPACED 18" ON CENTER EACH WAY ON 2" THICK CUSHION SAND RECOMPACTED 6" EXISTING SOIL.
- WALL MOUNTED 12.2 WATTS LIGHT WEST/EAST MOUNTED 8'-0" A.F.F. SOUTH/NORTH MOUNTED 15'-0" A.F.F.
- HANDICAPPED PARKING SIGN MOUNTED 60" ABOVE GRADE.
- CONCRETE WHEEL STOP WITH #3 ANCHOR ROD AT EACH END.

REVISIONS

DATE	REVISION
5/19/23	NOTE & Item 2.
5/19/23	NOTE
6/16/23	LEGAL DESCRIPTION
6/16/23	LEGAL DESCRIPTION
2/14/24	ADDED WALL MOUNTED LIGHTS

PREPARED BY:
JOHN TAYLOR & ASSOCIATES
6800 BRENTWOOD STAIR RD. STE. 201
FORT WORTH, TEXAS 76112
(817) 446-1364 OFFICE
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OWNER:
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517 NORTH MAIN STREET
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(817) 475-1081 OFFICE
(817) 475-9920 CELL
E-MAIL: robbierumfield@icloud.com

ZONING:
PROPERTY ZONED C1 HERITAGE PRESERVATION OVERLAY DISTRICT

PARKING:
REQUIRED PARKING 6
PARKING PROVIDED 6

DETAILS

LEGAL:
LOT-3 AND 4
BLOCK-10
ORIGINAL TOWN JOSHUA
126.5534.98689.01170
CITY OF JOSHUA, JOHNSON COUNTY, TEXAS

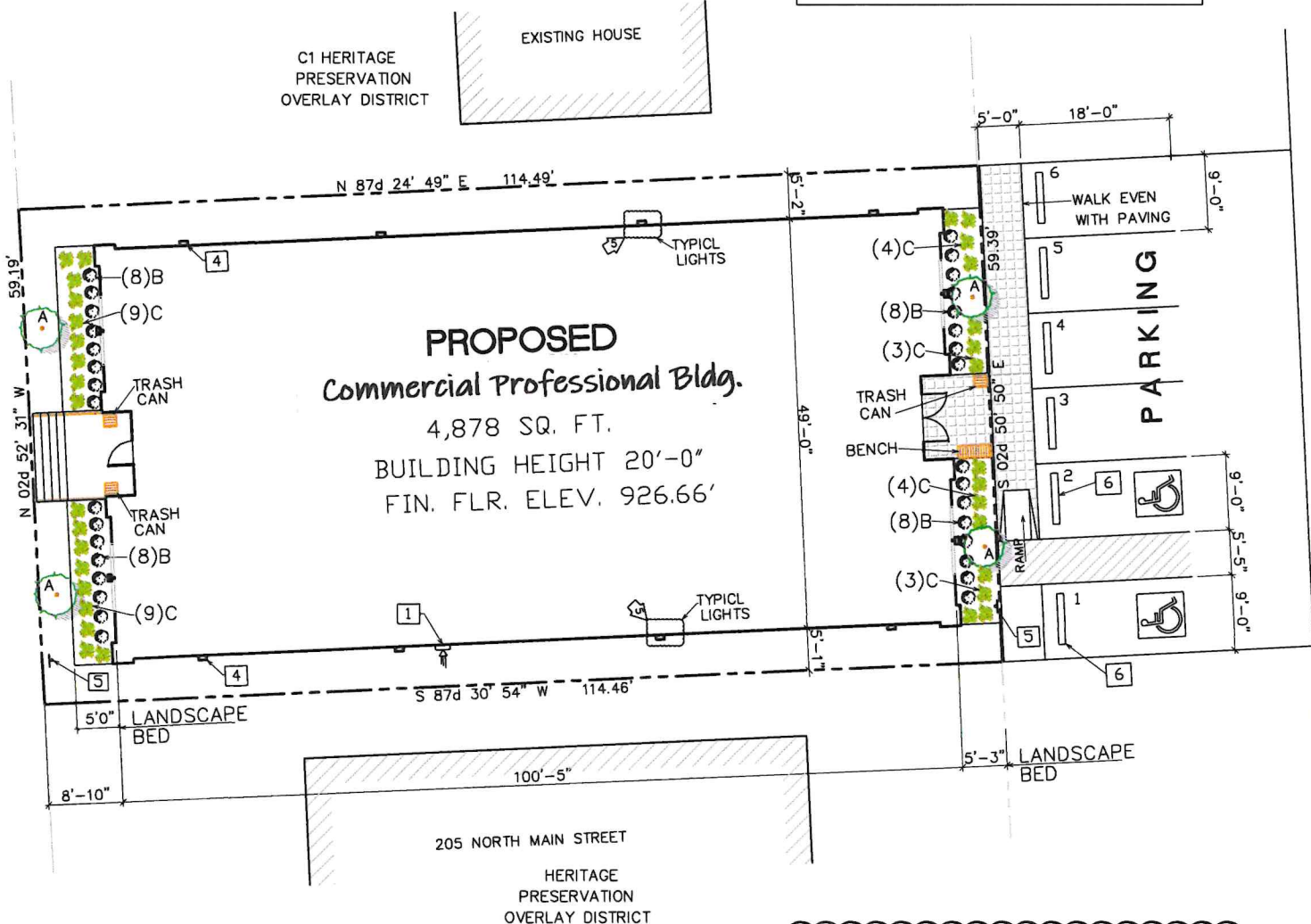
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BY **RUMFIELD PROPERTIES**
207 NORTH MAIN STREET
JOSHUA, TEXAS

JOB NO.	2023
DRAWN BY:	JET
CHECK BY:	JET
DATE:	02/14/2023

SHEET TITLE:
LANDSCAPE PLAN

SHEET NO.
L1.0



LANDSCAPE PLAN
SCALE: 1"=10'-0"
NORTH

NOTICE: PARKING SHOWN ON THIS SITE PLAN DOES NOT REFLECT THE PARKING REQUIREMENT FOR THE PROJECT.

207 N. MAIN STREET
100'-0" RIGHT-OF-WAY

FLOOD ZONE NOTE:
ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 48251C0180J DATED DECEMBER 04, 2012, THE SUBJECT PROPERTY IS LOCATED WITHIN THE FOLLOWING FLOOD ZONE:
ZONE X: AREA DETERMINED TO BE OUTSIDE THE 0.2 ANNUAL CHANCE FLOOD PLAN.

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BASIS OF BEARINGS ARE BASED ON NORTH AMERICAN DATUM OF 1983, TEXAS NORTH CENTRAL ZONE, DERIVED FROM GPS OBSERVATIONS.

BENCHMARK:
X-CUT SET ON A CONCRETE SLAB OF AN ELECTRIC BOX ON THE SOUTHEAST CORNER OF THE INTERSECTION OF 12th STREET (80' R.O.W) AND N. MAIN STREET (100' R.O.W) 79.18' SOUTHWESTERLY FROM THE SOUTHWEST CORNER OF LOT-10, BLOCK 5, TOWN OF JOSHUA AN ADDITION TO JOHNSON COUNTY, ACCORDING TO THAT FILE RECORDED IN VOLUME 24, PAGE-44, PLAT RECORDS, JOHNSON COUNTY, TEXAS.



**City Council Agenda
04-18-2024**

(Action Item/Discussion Item)

Agenda Description:

Discuss, consider, and possible action regarding the Chapter 380 Agreement between the Joshua Economic Development Corporation and SMI Southern Multifoods, Inc. (Taco Bell) for a development located at 113 S. Broadway in Joshua, Texas.

Background Information:

The Joshua Economic Development Corporation would like the council's consideration and approval for the Chapter 380 agreement between Joshua EDC and SMI Southern Multifoods, Inc. (Taco Bell). The Chapter 380 agreement is intended to assist in the development of the facility to be located at 113 S. Broadway, Joshua, Texas.

Financial Information:

The following reimbursement has been requested by SMI Southern Multifoods, Inc.

1. Reimbursement for the cost of water & wastewater impact fees (current estimate \$47,650.00).
2. Reimbursement for the cost of asbestos removal of the old yellow house, not to exceed \$28,000.
3. Reimbursement for the cost of demolition of the old yellow house, not to exceed \$15,000.

City Contact and Recommendations:

Molly Martin, Economic Development Director

Staff recommends the approval of the Chapter 380 agreement between Joshua EDC and Southern Multifoods, Inc. (Taco Bell).

Attachments:

The Chapter 380 Agreement for SMI Southern Multifoods, Inc.

CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF JOSHUA, TEXAS, AND SMI SOUTHERN MULTIFOODS, INC.

THIS CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF JOSHUA, TEXAS, AND SMI SOUTHERN MULTIFOODS, INC. (“Agreement”), is entered into as of this ____ day of _____, 2024, by and between the **CITY OF JOSHUA, TEXAS**, a home-rule municipality of the State of Texas (“the City”), and **SMI SOUTHERN MULTIFOODS, INC.**, a Florida corporation (“the Company”). Collectively, the City and the Company may be referred to as “Parties” and individually as a “Party,” acting by and through their respective authorized officers.

WHEREAS, pursuant to Chapter 380 of the Texas Local Government Code, the City may establish and provide for the administration of an economic development program to advance economic growth, while also stimulating business and commercial activity within the City of Joshua; and

WHEREAS, pursuant to Chapter 380 of the Texas Local Government Code, the City may enter into an agreement with any entity for administration of an economic development program; and

WHEREAS, the Company hereby agrees that it shall construct and operate a Taco Bell in the City at 113 S. Broadway Joshua, TX (the “Property”), and in conjunction therewith, the City hereby agrees to the incentives referenced herein; and

WHEREAS, the City has concluded and hereby finds that this Agreement clearly promotes economic development in the City and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and further, is in the best interests of the City and the Company.

NOW, THEREFORE, for and in consideration of the terms, conditions and covenants set forth herein, the Parties agree as follows:

1. Water and Wastewater Impact Fee Reimbursements and Expedited Permitting. The City agrees that it shall reimburse the Company for any and all water and wastewater impact fees paid by the Company to the Johnson County Special Utility District, pursuant to Chapter 395 of the Texas Local Government Code, for the Taco Bell located on the Property. The Company shall provide the City with appropriate evidence of its payment of the foregoing impact fees to Johnson County Special Utility District and the City shall reimburse the Company the amount of said impact fees within thirty (30) days of receipt of evidence of payment. Additionally, the City agrees that it shall endeavor to expedited permitting of any City permits required for the construction of the Taco Bell on the Property.

2. Reimbursement of Demolition Costs. The Parties agree and acknowledge that the Company shall incur demolition costs on the Property prior to the construction of the Taco Bell. Therefore, the City agrees that it shall reimburse the

Company for its demolition costs up to Fifteen Thousand Dollars and No/100 Cents (\$15,000.00), and the Company shall provide the City with appropriate evidence of the demolition costs so incurred. Reimbursement of said demolition costs by the City shall be within thirty (30) days of receipt of evidence of payment.

3. Reimbursement of Asbestos Removal Costs. The Parties agree and acknowledge that the Company shall incur asbestos removal costs on the Property prior to the construction of the Taco Bell. Therefore, the City agrees that it shall reimburse the Company for its asbestos removal costs up to Twenty-Eight Thousand Dollars and No/100 Cents (\$28,000.00), and the Company shall provide the City with appropriate evidence of the asbestos removal costs so incurred. Reimbursement of said asbestos removal costs by the City shall be within thirty (30) days of receipt of evidence of payment.

4. Default. Each of the following shall constitute an Event of Default under this Agreement:

(a) The Company does not obtain a building permit for the Taco Bell on the Property prior to July, 2024;

(b) Any warranty, representation or statement made or furnished to the City by or on behalf of the Company under this Agreement or any document(s) related hereto is/are false or misleading in any material respect, either now or at the time made or furnished, and the Company fails to cure same within ninety (90) days after written notice from the City describing the violation, or if such violation cannot be cured within such 90-day period in the exercise of all due diligence, then if the Company fails to commence such cure within such 90-day period or fails to continuously thereafter diligently prosecute the cure of such violation, or if the Company learns that any such warranty, representation or statement has become false or misleading at the time that it was made, and the Company fails to provide written notice to the City of the false and misleading nature of such warranty, representation or statement within ten (10) days after the Company learns of its false or misleading nature.

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

(d) Failure of the Company to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any related documents (including applicable City ordinances), or failure of the Company to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement between the Company and the City, and the Company fails to cure such failure within ninety (90) days after written notice from the City describing such failure, or if such

failure cannot be cured within such 90-day period in the exercise of all due diligence, then if the Company fails to commence such cure within such 90-day period or fails to continuously thereafter diligently prosecute the cure of such failure.

5. Effect of Default by the Company. If any Event of Default by the Company shall occur, and after the Company fails to cure same in accordance herewith, all economic development incentives described herein shall be due and owing to the City subject to any and all lawful offsets, settlements, deductions or credits to which the Company and/or its successors may be entitled. If an Event of Default has not been cured within the time frame stated herein, the non-defaulting party shall have all rights and remedies under the law or in equity.

6. Right of Access. The Company further agrees that the City, its agents and employees, shall have a reasonable right to access to the Property and any improvements thereon to inspect same in order to ensure that the construction of the improvements is in accordance with this Agreement and/or all applicable federal, state and local laws, ordinances and regulations. After completion of the improvements, the City and its agents and employees shall have the continuing right of inspection to ensure that such are thereafter maintained and operated in accordance with this Agreement and/or all applicable federal, state and local laws.

7. Construction of Agreement; 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. Venue for any action arising under this Agreement shall lie in Johnson County, Texas.

8. Notices. Any notices required or permitted to be given hereunder 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: The City of Joshua, Texas
101 S. Main Street
Joshua, Texas 76058
Attn: City Manager's Office

If to the Company: SMI Southern Multifoods, Inc.
c/o Mike Stansberry, General Counsel
101 E. Cherokee Street
Jacksonville, Florida 75766
Attn: Legal Department

9. Attorney's Fees to 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).

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

11. **Invalidation.** Invalidation of any one of the provisions of this Agreement by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

12. **Facsimile.** A telecopied facsimile of a duly executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each Party to the terms herein.

13. **Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, this 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.

14. **Filing.** This Agreement shall be filed in the deed records of Johnson County, Texas.

15. **Authority to Execute Agreement.** 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. The Company warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind the Company to same.

16. **Non-Binding 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.

17. **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.

18. **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.

19. **Amendment; Assignment.** 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. Further,

this Agreement shall not be assigned or otherwise transferred without the express written consent of the City.

20. 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.

21. Compliance with Chapter 2264, Texas Government Code. The Company certifies that it does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the term of this Agreement, the Company, or its successors, heirs, assigns, grantees, trustees, representatives, and all others holding any interest in the Property now or in the future, is convicted of a violation under 8 U.S.C. § 1324a(f), the Company shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date the City notifies the Company of the violation.

22. Filing of Form 1295 Certificate. The Company agrees to comply with Texas Government Code Section 2252.908 and in connection therewith, the Company agrees to go online with the Texas Ethics Commission to complete a Form 1295 Certificate and further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the City, at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate.

23. Prohibition on Contracts with Certain Companies Provision. In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that the Company is not on a list maintained by the State Comptroller's Office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

24. Report Agreement to Texas Comptroller's Office. The City covenants and agrees to report this Agreement to the Texas Comptroller's Office within fourteen (14) days of the Effective Date of this Agreement, in accordance with Section 380.004 of the Texas Local Government Code.

25. Verification Against Discrimination of Firearm or Ammunition Industries. Pursuant to Texas Government Code Chapter 2274, unless otherwise exempt, if the Company employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the City, the Company represents that (1) the Company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Company will not discriminate during the term of the Agreement against a firearm entity or firearm trade association.

26. Verification Against Discrimination and Non-Boycott of Energy Companies. Pursuant to Texas Government Code Chapter 2276, unless otherwise exempt, if the Company employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the City, the Company represents that: (1) the Company does not boycott energy companies; and (2) the Company will not boycott energy companies during the Term of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first above written.

THE CITY OF JOSHUA, TEXAS

Scott Kimble, Mayor

ATTEST:

Alice Holloway, City Secretary

STATE OF TEXAS)
)
COUNTY OF JOHNSON)

This instrument was acknowledged before me on the ____ day of _____, 2024, by Scott Kimble, Mayor of the City of Joshua, Texas.

Notary Public, State of Texas

SMI SOUTHERN MULTIFOODS, INC.

Name: _____
Title: _____

STATE OF _____)
)
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2024, by _____, the _____ of SMI Southern Multifoods, Inc., on behalf of said corporation.

Notary Public, State of _____

DRAFT



**City Council Agenda
04-18-2024**

(Action Item/Discussion Item)

Agenda Description:

Discuss, consider, and possible action regarding the Chapter 380 Agreement between the Joshua Economic Development Corporation and the Whataburger Corporation for a development located at 1044 S. Broadway in Joshua, Texas.

Background Information:

The Joshua Economic Development Corporation would like the council's consideration and approval for the Chapter 380 agreement between Joshua EDC and the Whataburger Corporation. The Chapter 380 agreement is intended to assist in the development of the facility to be located at 1044 S. Broadway, Joshua, Texas.

Financial Information:

The following reimbursement has been requested by the Whataburger Corporation.

1. Reimbursement for the cost of water & wastewater impact fees, not to exceed \$47,650.
2. Reimbursement for the cost of city development fees, not to exceed \$10,000. This includes city permits, required city inspections, as well as city engineering fees.

City Contact and Recommendations:

Molly Martin, Economic Development Director

Staff recommends the approval of the Chapter 380 agreement between Joshua EDC and the Whataburger Corporation.

Attachments:

Chapter 380 Agreement for Whataburger Corporation.

CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF JOSHUA, TEXAS, AND WHATABURGER CORPORATE OFFICE

THIS CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF JOSHUA, TEXAS, AND WHATABURGER CORPORATE OFFICE (“Agreement”), is entered into as of this ____ day of _____, 2024, by and between the **CITY OF JOSHUA, TEXAS**, a home-rule municipality of the State of Texas (“the City”), and **WHATABURGER CORPORATE OFFICE**, a Texas corporation (“the Company”). Collectively, the City and the Company may be referred to as “Parties” and individually as a “Party,” acting by and through their respective authorized officers.

WHEREAS, pursuant to Chapter 380 of the Texas Local Government Code, the City may establish and provide for the administration of an economic development program to advance economic growth, while also stimulating business and commercial activity within the City of Joshua; and

WHEREAS, pursuant to Chapter 380 of the Texas Local Government Code, the City may enter into an agreement with any entity for administration of an economic development program; and

WHEREAS, the Company hereby agrees that it shall construct and operate a Whataburger in the City at 1044 S. Broadway Joshua, Texas (the “Property”), and in conjunction therewith, the City hereby agrees to the incentives referenced herein; and

WHEREAS, the City has concluded and hereby finds that this Agreement clearly promotes economic development in the City and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and further, is in the best interests of the City and the Company.

NOW, THEREFORE, for and in consideration of the terms, conditions and covenants set forth herein, the Parties agree as follows:

1. Water and Wastewater Impact Fee Reimbursements and Expedited Permitting. The City agrees that it shall reimburse the Company for any and all water and wastewater impact fees paid by the Company to the Johnson County Special Utility District, pursuant to Chapter 395 of the Texas Local Government Code, for the Whataburger located on the Property. The Company shall provide the City with appropriate evidence of its payment of the foregoing impact fees to Johnson County Special Utility District and the City shall reimburse the Company the amount of said impact fees within thirty (30) days of receipt of evidence of payment. Additionally, the City agrees that it shall endeavor to expedited permitting of any City permits required for the construction of the Whataburger on the Property.

2. City Fee Waivers/Reimbursements. The Parties agree and acknowledge that the Company, in constructing its restaurant facility, shall incur fees and/or costs for City permits, including but not limited to required inspections as well as engineering,

building, and development permits and fees. Therefore, the City agrees that, at the Company's discretion, it shall waive and/or reimburse the Company for any of the foregoing fees up to Ten Thousand Dollars and No/100 Cents (\$10,000.00), and the Company shall provide the City with appropriate evidence of any fees it so paid the City. Reimbursement of said costs by the City shall be within thirty (30) days of receipt of evidence of payment. In the event the Company opts to request the waiver of fees and/or costs, it shall so notify the City at least ten (10) business days in advance of the date the fees and/or costs sought to be waived will be imposed, and the City shall provide the Company with the dollar value of any such fees and/or costs so waived. The City shall maintain a running total of fees and/or costs either reimbursed or waived, and shall notify the Company when such waivers or reimbursements equal Ten Thousand and No/100 Dollars (\$10,000.00).

3. Default. Each of the following shall constitute an Event of Default under this Agreement:

(a) The Company does not obtain a building permit for the Whataburger on the Property prior to September, 2024.

(b) Any warranty, representation or statement made or furnished to the City by or on behalf of the Company under this Agreement or any document(s) related hereto is/are false or misleading in any material respect, either now or at the time made or furnished, and the Company fails to cure same within ninety (90) days after written notice from the City describing the violation, or if such violation cannot be cured within such 90-day period in the exercise of all due diligence, then if the Company fails to commence such cure within such 90-day period or fails to continuously thereafter diligently prosecute the cure of such violation, or if the Company learns that any such warranty, representation or statement has become false or misleading at the time that it was made, and the Company fails to provide written notice to the City of the false and misleading nature of such warranty, representation or statement within ten (10) days after the Company learns of its false or misleading nature.

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

(d) Failure of the Company to comply with or to perform any other term, obligation, covenant, or condition contained in this Agreement or in any related documents (including applicable City ordinances), or failure of the Company to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement between the Company and the City, and the Company fails to cure such failure within ninety (90) days after written notice from the City describing such failure, or if such

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

10. **Invalidation.** Invalidation of any one of the provisions of this Agreement by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

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13. **Filing.** This Agreement shall be filed in the deed records of Johnson County, Texas.

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21. Filing of Form 1295 Certificate. The Company agrees to comply with Texas Government Code Section 2252.908 and in connection therewith, the Company agrees to go online with the Texas Ethics Commission to complete a Form 1295 Certificate and further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the City, at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate.

22. Prohibition on Contracts with Certain Companies Provision. In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that the Company is not on a list maintained by the State Comptroller's Office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

23. Report Agreement to Texas Comptroller's Office. The City covenants and agrees to report this Agreement to the Texas Comptroller's Office within fourteen (14) days of the Effective Date of this Agreement, in accordance with Section 380.004 of the Texas Local Government Code.

24. Verification Against Discrimination of Firearm or Ammunition Industries. Pursuant to Texas Government Code Chapter 2274, unless otherwise exempt, if the Company employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the City, the Company represents that (1) the Company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Company will not discriminate during the term of the Agreement against a firearm entity or firearm trade association.

25. Verification Against Discrimination and Non-Boycott of Energy Companies. Pursuant to Texas Government Code Chapter 2276, unless otherwise

exempt, if the Company employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the City, the Company represents that: (1) the Company does not boycott energy companies; and (2) the Company will not boycott energy companies during the Term of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first above written.

THE CITY OF JOSHUA, TEXAS

Scott Kimble, Mayor

ATTEST:

Alice Holloway, City Secretary

STATE OF TEXAS)
)
COUNTY OF JOHNSON)

This instrument was acknowledged before me on the ____ day of _____, 2024, by Scott Kimble, Mayor of the City of Joshua, Texas.

Notary Public, State of Texas

WHATABURGER CORPORATE OFFICE

Name: _____
Title: _____

STATE OF TEXAS)
)
COUNTY OF BEXAR)

This instrument was acknowledged before me on the ____ day of _____, 2024, by _____, the _____ of Whataburger Corporate Office, on behalf of said corporation.

Notary Public, State of Texas

DRAFT



Joshua Police Department



Item 1.

March 2024

Officer Arron Russell resigned his position in March. Officer Russell was not progressing successfully in the police department’s field training program. The departure of Arron Russell leaves the police department with two vacancies. The police department is working diligently with two TCOLE certified candidates to determine their suitability with our agency.

The police department took delivery of 20 new body worn cameras. The new cameras replace the current inventory of BWC’s purchased in 2019. The department maintained its relationship with Panasonic to provide the new BWC’s.

The police department has been coordinating with Johnson County Emergency Management for the eclipse on April 8th. A final emergency operations plan will be published in the first week of April. The police department has made preparations in conjunction with Johnson County to address the concerns we have identified as causing the greatest impact to the City of Joshua.

Operations

Category	March 2024	March 2023	2024 year to date
Dispatched Calls	231	230	600
Arrests	18	4	52
Crash Reports	0	2	9
Traffic Stops	682	304	1,642
Citations	578	139	1,294
Outside LE Agency Assist	12	8	28
Reports	47	30	137

Investigations

Category	March 2024	March 2023	2024 year to date
Crimes Against Persons	3	2	11
Property Crime (Thefts, Damage)	19	5	46
Other (Drug or Alch/Missing/Deceased)	15	11	41

Training

Detectives Sosebee and Drambareanu attended a sexual predator training hosted by the Johnson County Child Advocacy Center. The training focused on the behaviors of sexual predators and interview and interrogation strategies. Detective Sosebee attended training hosted by the Internet Crimes Against Children Task Force focusing on obtaining subpoenas, search warrants, triaging cyber tips, and relevant case studies. The police department continued providing in-house self defense training to its sworn



Joshua Police Department



Item 1.

members. The self-defense training has focused on Brazilian Ju-Jitsu and control tactics. Discussions and plans have been made to expand the classes to employees outside the police department.

Community Involvement

Event	Date
CPA Alumni Meeting	March 5 th
Child Advocacy Board of Directors Meeting	March 6 th
Eclipse Planning Meeting	March 7 th
Owl Pride Meeting	March 7 th
Crime Stoppers	March 12 th
JoCo Law Enforcement Leadership Meeting	March 13 th
Police Department Open House	March 25 th



Joshua Fire Department Monthly Activity Report

March 2024

PERSONNEL & RECENT ACTIVITIES

Firefighter Justin Clanton has obtained his Instructor-I certification from the Texas Commission on Fire Protection. Firefighter Nick Shotwell has obtained his Class-B Exempt drivers license. This license is required for firefighters to drive larger vehicles without the need to obtain a commercial drivers license.

EMERGENCY RESPONSE

JOSHUA FIRE DEPARTMENT EMERGENCY RESPONSE STATISTICS							
YEAR:	2024	MONTH:	February				
CITY INCIDENTS	March	YTD	COUNTY INCIDENTS			March	YTD
TOTAL CITY	105	321	TOTAL COUNTY			25	56
STAFFING	March	YTD	TOTAL INCIDENTS	2024		130	377
INADEQUATE	0	0	TOTAL INCIDENTS	2023		103	316
			Mutual/Auto Aid	March	YTD		
			MA RECEIVED	4	6		
RESP TIMES	February	March	AA RECEIVED	0	1		
JOSHUA	5:25	5:36					
COUNTY	8:14	8:11					
NO-RESP 2nd CALL	March	YTD					
	3	3					
City	# Incidents	County	# Incidents				
Building Fire	4	Unauthorized Burning	1				
Mobile Home Fire	1	Outside Rubbish Fire	1				
Natural Vegetation Fire	1	EMS Call	18				
Outside Rubbish Fire	1	Assist Invalid	2				
Outside Fire	1	Unauthorized Burning	2				
Overpressure Rupture from Gas	1	Dispatched and Cancelled	1				
EMS Call	66	Total	25				
Motor Vehicle Accident-Injuries	1						
Power Line Down	1						
Arching, Shorted Electrical Equip	1						
Assist PD or Govt Agency	1						
Assist Invalid	14						
Dispatched and Cancelled	7						
No Incident Found on Arrival	1						
Unintentional Alarm	1						
Smoke Detector, Unintentional	1						
Alarm Activation, Unintentional	1						
Special Incident	1						
Total	105						

TRAINING

TOPIC	HOURS
Hose Deployment	4
High Rise Deployment	4
Courtyard Deployment	4
EMS Training	4

City of Joshua
Municipal Court Council Report
From 3/1/2024 to 3/31/2024

4/2/2024 8:1

Item 3.

Violations by Type

Traffic	Penal	City Ordinance	Parking	Other	Total
566	0	5	0	6	577

Financial

State Fees	Court Costs	Fines	Tech Fund	Building Security	Total
\$30,989.93	\$11,069.35	\$21,972.47	\$1,324.45	\$1,616.80	\$66,973.00

Warrants

Issued	Served	Closed	Total
0	0	7	7

FTAs/VPTAs

FTAs	VPTAs	Total
0	0	0

Dispositions

Paid	Non-Cash Credit	Dismissed	Driver Safety	Deferred	Total
172	0	61	21	32	286

Trials & Hearings

Jury	Bench	Appeal	Total
0	0	0	0

Omni/Scofflaw/Collection

Omni	Scofflaw	Collections	Total
67	0	67	134

Prqwo | #Vkhowhu#Vwdwlvwlfv#5356

2023-2024 General Stats	Live Release Rate*	Shelter Statistics							Medical Tests & Results			
		Visitors	Volunteer Hours	Community Service Hours	Phone Calls	Microchips Given	Owner Surrender	Total Heartworm Tests	Tested Heartworm Positive	Total FeLV Tests	Tested FeLV Positive	
October	100%	315	52	148	419	32	1	2	0	0	0	
November	85%	232	66	108	427	24	4	0	0	0	0	
December	79%	217	64	157	371	25	2	0	0	1	1	
January	88%	192	73	239	431	32	8	2	0	3	0	
February	89%	198	40	160	399	38	9	0	0	0	0	
March	88%	177	44	212	231	31	6	5	0	6	0	
April	#DIV/0!											
May	#DIV/0!											
June	#DIV/0!											
July	#DIV/0!											
August	#DIV/0!											
September	#DIV/0!											
Annual Total		1331	339	1024	2278	182	30	9	0	10	1	
Annual Average		221.8333333	56.5	170.6666667	379.6666667	30.33333333	5	1.5	0	1.66666667	0.16666667	
2022-2023 General Stats												
October	100%	165	0	60	350	15	11	0	0	0	0	
November	100%	192	0	95	365	23	6	0	0	0	0	
December	100%	159	2.5	70	467	24	5	0	0	0	0	
January	100%	168	0	36	436	25	1	2	0	0	0	
February	100%	150	0	36	498	22	7	0	0	0	0	
March	100%	212	5.5	86	512	13	1	0	0	0	0	
April	100%	221	5	105	401	22	6	3	0	0	0	
May	100%	229	6	166	532	38	1	1	0	0	0	
June	100%	222	16	90	652	32	7	1	1	0	0	
July	100%	208	45	212	510	28	2	4	1	0	0	
August	100%	293	67	118	437	39	8	2	0	2	1	
September	100%	236	30	78	448	46	23	3	0	0	0	
Total		2455	177	1152	5608	327	78	16	2	2	1	
Average		204.5833333	14.75	96	467.3333333	27.25	6.5	1.333333333	0.166666667	0.166666667	0.083333333	

Sdwuro#Krxu

Patrol Month	H. Braymer	A Timmons	K Gelsthorpe
October	3	3	3
November	3	3	3
December	4	4	3
January	2	4	3
February	3	3	2
March	3	3	1
April			
May			
June			
July			
August			
September			
Annual Total	15	17	12
Annual Average	3	3.4	2.4
Year Prior			
October	0	0	0
November	0	0	0
December	0	3	4
January	0	0	0
February	0	2	2
March	0	3	3
April	0	0	4
May	1	1	3
June	2	2	2
July	3	2	3
August	3	3	3
September	9	16	24
Annual Total	0.818181818	1.454545455	2.181818182
Annual Average			

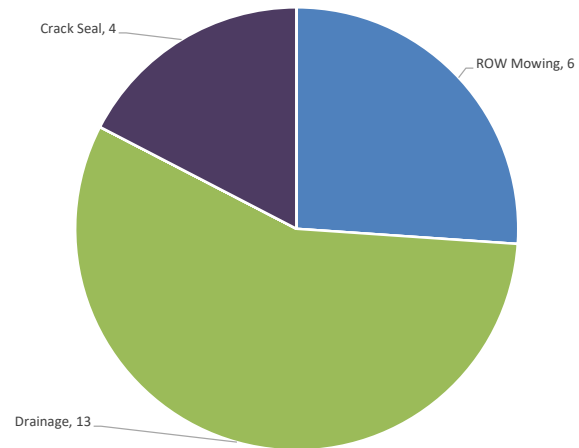
*Live Release = (Total intake - EU for space) / Total intake

Fdoov#) #F1wdwl:

ACO Statistics	Field Cases by Officer					Actions Taken by Officer					Citation Breakdown													
	Total Calls (PetPoint)	Total Calls (Field Call Logs)	H. Braymer	A. Timmons	K. Gelsthorpe	Total Cases	Warnings Written	Citations Issued	Barking/Nuisance	RV Proof	RV Tag	Livestock	Failure to Sterilize	At Large	Animal in Vehicle	Animal Sales/other	Cruelty	Over Limit	Food/H2O/Shelter/Vet	Quarantine	Dangerous Dog	Interference	Tethering	Defecation on Public/Private Property
October	34	34	18	8	8	71	0	38	0	20	0	0	17	0	0	0	0	0	0	0	0	0	1	0
November	37	37	13	12	12	58	1	5	1	1	0	1	1	2	0	0	0	0	0	0	0	0	0	0
December	21	21	3	9	9	61	2	19	0	9	0	0	9	0	0	1	0	0	0	0	0	0	0	0
January	40	40	22	7	11	82	0	7	2	2	0	1	2	2	0	0	0	0	0	0	0	0	0	0
February	41	41	9	27	6	75	0	10	1	0	2	0	0	6	0	0	0	0	0	0	0	1	0	0
March	33	33	18	12	3	33	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
April						0																		
May						0																		
June						0																		
July						0																		
August						0																		
September						207																		
Annual Total	206		83	75	49			79	1	32	2	2	29	10	0	1	0	0	0	0	0	2	0	0
Annual Average	34.33		13.83	12.50	8.17			13.17	0.17	5.33	0.33	0.33	4.83	1.67	0.00	0.17	0.00	0.00	0.00	0.00	0.00	0.33	0.00	0.00
2022-2023 Prior Year																								
October	15		0	0	14	15	4	4	0	0	1	1	1	1	0	0	0	0	0	0	0	0	0	0
November	10		0	0	7	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
December	23		0	7	16	23	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
January	17		0	0	15	17	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
February	20		0	2	18	20	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
March	40		0	3	17	40	2	33	0	14	0	0	14	3	0	0	2	0	0	0	0	0	0	0
April	33		0	9	11	33	0	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
May	13		0	1	12	35	0	4	0	2	0	0	0	2	0	0	0	0	0	0	0	0	0	0
June	22		0	0	22	22	3	4	0	0	0	0	0	2	0	0	2	0	0	0	0	0	0	0
July	76		19	1	15	76	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
August	41		15	9	17	41	1	3	0	0	0	0	0	0	0	0	0	0	0	0	3	0	0	0
September	60		22	14	24	350	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Annual Total	370		56	46	188			64	0	16	1	1	15	8	0	0	4	0	0	0	3	0	0	0
Annual Average	30.83		4.67	3.83	15.67			5.33	0.00	1.33	0.08	0.08	1.25	0.67	0.00	0.00	0.33	0.00	0.00	0.25	0.00	0.00	0.00	0.00

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

ROW Mowing	6
ROW Trimming	0
Drainage	13
Signs	0
Hot Asphalt	0
Pot hole	0
Building Maint.	0
Concrete	0
Emergency Services	0
Crack Seal	4
Safety Meeting/Classes	0
Supporting other Dept.	0
Vehicle+Equipment Maint.	0
Misc.	0



Building Inspection Report

March	2024	2023	YTD 2024	YTD 2023
Building	104	73	220	185
Electrical	49	35	134	118
Plumbing	70	45	147	134
Mechanical	32	18	61	54
Re-Inspections	16	20	27	85
Certificate of Occupancy	2	2	4	4
Certificate of Occupancy Re-Inspection	1	1	3	6
Total # of Inspections	274	194	596	586
Plan Review	30	8	64	31

Building Permit Report

March	2024	2023	YTD 2024	YTD 2023
Building	41	33	94	64
Electrical	21	12	49	28
Plumbing	21	7	53	28
Mechanical	20	5	41	20
Permanent Sign	1	1	3	3
Temporary Sign	0	1	2	8
Certificate of Occupancy	2	1	6	6
Swimming Pool	0	0	0	0
Irrigation System	12	8	29	13
Solicitor	0	0	0	0
Contractor Registration	19	22	51	66
MHP Registration	0	0	0	1
Total # of Permits	138	90	328	239

New Businesses Report March 2024	
New Businesses (Certificate of Occupancy Issued)	Address
Aubrey Whaley Construction — General Office	306 S. Broadway
Shoppes on Broadway – New Owner	200 N Broadway
Future New Businesses (Applied for Certificate of Occupancy not completed)	Address
Premier Commercial Collision	1570 N. Main Street
Crossroads Fellowship	311 Veatch Street
Square S LLC	1500 Conveyor Dr “A”
New CO Issued for existing Business (New Owner, New Location, Name change,etc)	Address

City Secretary's Office
March 2024 Monthly Report

AGENDA PROCESSING

The City Secretary's Office is responsible for preparing agendas and postings for all City Council Regular and Special Meetings, as well as for city boards, commissions, and corporations. The total number of agendas processed for the month:

Animal Advisory Board	0 Agenda Packets
Heritage Preservation Committee	0 Agenda Packets
Planning & Zoning Commission	0 Agenda Packet
Tax Increment Financing Board	0 Agenda Packet
Type A EDC	1 Agenda Packet
Type B EDC	1 Agenda Packet
City Council	3 Agenda Packet

MINUTES

The City Secretary is responsible for attending all City Council Regular and Special Meetings, as well as all city boards, commissions, and corporations.

Meetings Attended	Minutes prepared	Minutes Approved
4 meetings	4 sets	4 sets

RESOLUTIONS & ORDINANCES

The City Secretary's Office is responsible for the security of all official City records including Resolutions and Ordinances. Additionally, it is the City Secretary's responsibility to ensure those Resolutions and Ordinances are executed, certified, and published, when appropriate. It is also the responsibility of the City Secretary to ensure all City Council Ordinances presented to Council have been certified and made available for review by the public. The City Secretary's Office must coordinate with the local adjudicated newspaper to publish Ordinance summaries when legally required.

December Resolutions	December Ordinances
Total- 0	Total- 2

CONTRACTS AND AGREEMENTS PROCESSED:

The City Secretary works closely with the City Council and is responsible for processing follow-up documentation. Management of these documents include contracts and agreements, and it is the responsibility of the City Secretary's Office to obtain signatures, distribute originals, log, scan, and file.

December Agreements/Contracts

1 new agreements

LEGAL

The City Secretary works directly with the City Attorney, Bond Attorney, Texas Attorney General's Office, Texas Secretary of State, Texas Ethics Commission, etc.

COMMITTEES/COMMISSIONS/CORPORATIONS

Item 7.

The City Secretary's Office is responsible for maintaining Appointed Committee/Commission/Corporations Rosters and ensuring that all information is current and up to date for each. Listed below are the number of current Appointed City Committees/Commissions/Corporations, including the number of alternates and vacancies that may exist.

Animal Control Advisory Board	5 Members
Heritage Preservation Committee	5 Members
Planning & Zoning Commission	9 Members
Tax Increment Financing Board	5 Members
Type A Economic Development Corporation	9 Members
Type B Economic Development Corporation	9 Members
Zoning Board of Adjustment	7 Members
Library	4 Members

Total of current members: 53

Total of vacancies: 1

ELECTION

City elections are administered by the City Secretary, which includes preparation and publication of all official notices and orders, preparation for election officials and polling places, and the receipt and filing of all candidate forms and reports. The city secretary also serves as the early voting Clerk. The City Secretary is in preparation for Special Election to be held on May 4, 2024.

RECORDS

The City Secretary's Office maintains the official records of the city including ordinances, resolutions, contracts, deeds, easements, and other legal documents. Also responsible for the city's records management program (all departments). The City Secretary is in the process of placing all documents from the City Secretary's Office into Laserfiche.

PUBLIC INFORMATION REQUEST

The City Secretary's Office received Thirty (30) requests for Copies of Public Records for the month.

 Bartholomew- Permitting Records	 Lewiston-Permitting Records
 Beck-Permitting Records	 Lopez-Police Record
 Brown-Police Records	 Malonson- Code Enf. Records
 Bumgarner-Police Records	 Parrott-Permitting Records
 Calis-Permitting Records	 Pena-Police Records
 Chadwick-Police Records	 Pineiro-Police Records
 Cross-Permitting Records	 Porterfield AG Letter
 Culberson-Permitting Records	 Richland- Fire Records
 Evans-Cost Estimate	 Roberts-AG Response
 Evans-Permitting Records	 Rugas-Permitting Records
 Gladney Adoption-Police Records	 Rumfield-Police Records
 Godsey Law Firm-Police Records	 Rush-Ordinance Records
 Jackson-Police Records	 Sidas-Police Records
 Keegan-Police Records	 Teixeira-Police Records
 King-Police Records	 Vaniotis-AC Records
 Lewiston-Permitting Records	

SPECIAL EVENT APPLICATIONS PROCESSED

1. Joshua Christian Academy

The Office of the City Secretary processes local alcohol applications and permits to ensure compliance with all local ordinances and regulations.

December

18 Active licenses in the City

FEDERAL AND STATE REPORTS The City Secretary's Office is responsible for filing monthly and annual reports on behalf of the City. The following reports were filed in February

- Monthly Census

CUSTOMER SERVICE TO THE CITIZENS

The City Secretary's Office staff strives to provide timely and responsible customer service to the citizens of Joshua.

ADDITIONAL RESPONSIBILITIES:

Other responsibilities include posting of all legal notices and administering the oath of office to city officials and board members. This office also provides administrative support for the Mayor, City Council, City Manager, citizens, and other staff as needed. In addition, responsible for the City's social media page and the city website.

NEWSLETTER

A weekly E-Newsletter is sent out every Friday unless it is a short week.

ADDITIONAL MEETINGS/TRAINING/INFORMATION

Texas Secretary of State Elections Division-Two (2) Live Webinars

Staff Meetings-One (1)

Worked with Kim Henderson, Chamber President several times throughout the month helping set up a constant contact and their newsletter.

Texas Municipal Clerks Association- One Meeting (8 hours)-Grand Prairie