



**AGENDA
CITY COUNCIL
REGULAR MEETING
JANUARY 20, 2022
6:30 PM**

The Joshua City Council will hold a Work Session at 6:30 PM. A Regular Meeting will be held immediately following the Work Session in the Council Chambers at the Joshua City Hall, located at 101 S. Main St., Joshua, Texas, on January 20, 2022. This meeting is subject to the open meeting laws of the State of Texas.

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

Join Zoom Meeting:

<https://us02web.zoom.us/j/86186902620?pwd=QmxmaXZaakNFSUpnQmljT1I3T1ZOZz09>

Meeting ID: 861 8690 2620 Passcode: 469908 or dial 1-346/248-7799

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

- Online: An online speaker card is located on the City's website (cityofjoshuatx.us) on the Agenda/Minutes/Recordings page. Speaker cards received by 5:00 pm on or before the day of the meeting will be read during the open session by the City Secretary.
- By phone: Please call 817/558-7447 ext. 2003 by 5:00 pm on or before the day of the meeting and provide your name, address, and question. The City Secretary will read all questions in the order they are received.

A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

B. PLEDGE OF ALLEGIANCE

1. United States of America
2. Texas Flag

C. INVOCATION

D. WORK SESSION

1. Review and discuss questions related to the budget report and financial statement for December 2021. (Staff Resource: M. Peacock)
2. Discuss, consider, and give direction regarding filing a grant submission application through the Federal Emergency Management Agency's Assistance to Firefighter's Grant program to purchase a prefabricated training structure and associated items needed for installation. (Staff Resource: T. Griffith)
3. Questions regarding Regular Session agenda items.

E. PUBLIC FORUM, PRESENTATIONS, 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.

F. CONSENT AGENDA

1. Consider approval of minutes from the City Council Meeting held on December 16, 2021. (Staff Resource: A. Holloway)
2. Discuss, consider, and possible action on an Ordinance ordering a General Election to be held on Saturday, May 7, 2022, for the positions of Mayor, City Council Place 1, and City Council Place 3. (Staff Resource: A. Holloway)
3. Consider approval of a Joint Election Agreement between the City of Joshua and Joshua Independent School District authorizing the May 7, 2022, Election to be held at the same location. (Staff Resource: A. Holloway)

G. REGULAR AGENDA

1. Public hearing on a zoning change request regarding approximately 36.283 acres of land known as Tracts 1A & 1A2, in the T.W. Baird Survey, Abstract No. 40, County of Johnson, Texas located at 1301 S. Broadway Street to change from (C1) Restricted Commercial District to the (R1) Single Family Residential District to allow for the construction of two residential homes. (Staff Resource: A. Maldonado)
 - Staff Presentation
 - Owner's Presentation
 - Those in Favor
 - Those Against
 - Owner's Rebuttal
2. Discuss, consider, and possible action approving an Ordinance for a zoning change regarding approximately 36.283 acres of land known as Tracts 1A & 1A2, in the T.W. Baird Survey, Abstract No. 40, County of Johnson, Texas located at 1301 S. Broadway Street to change from (C1) Restricted Commercial District to the (R1) Single Family Residential District to allow for the construction of two residential homes. (Staff Resource: A. Maldonado)
3. Discuss, consider, and possible action on an Ordinance by the City Council of the City of Joshua, Texas authorizing the issuance of "City of Joshua, Texas Tax Notes, Series 2022", levying an annual ad valorem tax, within the limitations prescribed by law, for the payment of the obligations; prescribing the form, terms, conditions, and resolving other matters incident and related to the issuance, sale, and delivery of the Obligations; authorizing the execution of a payment agent/registrar agreement and a purchase and investment letter; complying with the letter of representations previously executed with the Depository Trust Company; authorizing the execution of any necessary engagement agreement with the City's financial advisors and/or bond counsel, and providing an effective date. (Staff Resource: M. Peacock)
4. Discuss, consider, and possible action regarding a request to authorize the painting of the business name on the front of the building located at 107 N. Main Street-Suite B. (Staff Resource: A. Maldonado)

H. STAFF REPORT

December 2021

1. Police Department Report
2. Fire Department Report
3. Municipal Court Report
4. Public Works Report
5. Development Services Report
6. City Secretary Report

I. 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 legal issues associated with agreements pursuant to Chapter 43 of the Texas Local Government Code, and all matters incident and related thereto.
2. In accordance with the Texas Government Code, Section 551.074; To deliberate regarding the appointment, employment, and evaluation of a public officer or employee.

(a) Municipal Judge

J. RECONVENE INTO REGULAR SESSION

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

K. FUTURE AGENDA ITEMS/REQUESTS BY COUNCILMEMBERS 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.

L. ADJOURNMENT

The City Council reserves the right to meet in Executive Session closed to the public at any time in the course of this meeting to discuss matters listed on the agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Chapter 551, including 551.071 (private consultation with the attorney for the City); 551.072 (discussing purchase, exchange, lease or value of real property); 551.074 (discussing personnel or to hear complaints against personnel); and 551.087 (discussing economic development negotiations). Any decision held on such matters will be taken or conducted in Open Session following the conclusion of the Executive Session.

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

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

CERTIFICATE:

I hereby certify that the above agenda was posted on or before the 14th day of January 2022, 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 December 31, 2021

1/6/2022 1:11 PM

100 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Tax Revenue	394,423.27	509,256.59	(114,833.32)	763,977.34	4,294,980.00	17.79%	3,531,002.66
Charges for Services	43,603.42	42,665.37	938.05	130,221.00	512,000.00	25.43%	381,779.00
Licenses, Permits & Fees	134,424.08	66,624.78	67,799.30	237,750.40	829,815.00	28.65%	592,064.60
Grants & Contributions	(28.78)	166.66	(195.44)	1,135.00	2,000.00	56.75%	865.00
Intergovernmental Revenues	0.00	13,860.34	(13,860.34)	105,298.84	166,370.00	63.29%	61,071.16
Investment Earnings	4.67	249.90	(245.23)	25.32	3,000.00	0.84%	2,974.68
Miscellaneous	2,685.36	4,165.00	(1,479.64)	8,461.20	50,000.00	16.92%	41,538.80
Transfers In	0.00	28,333.33	(28,333.33)	4,172.70	782,200.00	0.53%	778,027.30
Revenue Totals	<u>575,112.02</u>	<u>665,321.97</u>	<u>(90,209.95)</u>	<u>1,251,041.80</u>	<u>6,640,365.00</u>	<u>18.84%</u>	<u>5,389,323.20</u>
Expense Summary							
Contract & Professional Services	79,031.08	78,084.24	946.84	270,601.55	1,052,635.00	25.71%	782,033.45
Utilities	14,090.16	14,118.75	(28.59)	30,906.24	249,490.00	12.39%	218,583.76
Community Events	10,938.63	0.00	10,938.63	13,412.14	25,000.00	53.65%	11,587.86
Miscellaneous	2,528.99	12,966.27	(10,437.28)	82,740.71	227,435.00	36.38%	144,694.29
Personnel	251,073.29	279,866.12	(28,792.83)	836,696.61	3,654,785.00	22.89%	2,818,088.39
Debt Service	0.00	11,734.16	(11,734.16)	0.00	144,810.00	0.00%	144,810.00
Supplies	29,742.04	60,008.77	(30,266.73)	115,586.40	726,370.00	15.91%	610,783.60
Repair & Maintenance	42,726.68	33,208.85	9,517.83	92,852.94	398,655.00	23.29%	305,802.06
Capital Outlay	0.00	8,393.98	(8,393.98)	113,477.40	161,185.00	70.40%	47,707.60
Expense Totals	<u>430,130.87</u>	<u>498,381.14</u>	<u>(68,250.27)</u>	<u>1,556,273.99</u>	<u>6,640,365.00</u>	<u>23.44%</u>	<u>5,084,091.01</u>

City of Joshua
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As of December 31, 2021

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100 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Tax Revenue							
100-4000 GF Property Tax	286,108.77	417,676.47	(131,567.70)	432,198.57	2,874,580.00	15.04%	2,442,381.43
100-4001 GF Property Tax Penalty	628.20	916.30	(288.10)	1,804.32	11,000.00	16.40%	9,195.68
100-4002 GF Prop Tax Interest Income	438.74	625.00	(186.26)	1,001.12	7,500.00	13.35%	6,498.88
100-4003 City Sales Taxes	98,448.73	83,300.00	15,148.73	307,981.45	1,000,000.00	30.80%	692,018.55
100-4005 Mixed Beverage Tax	1,029.76	866.32	163.44	2,631.03	10,400.00	25.30%	7,768.97
100-4006 Franchise Taxes	7,769.07	5,872.50	1,896.57	18,360.85	391,500.00	4.69%	373,139.15
Tax Revenue Totals	394,423.27	509,256.59	(114,833.32)	763,977.34	4,294,980.00	17.79%	3,531,002.66
Charges for Services							
100-4008 ESD Contract Fee	13,000.00	13,010.40	(10.40)	39,000.00	156,000.00	25.00%	117,000.00
100-4008 ESD Incentive	1,356.84	416.67	940.17	4,070.52	5,000.00	81.41%	929.48
100-4102 Rabies Vouchers	319.50	83.30	236.20	499.50	1,000.00	49.95%	500.50
100-4108 Trash Collection Service Charges	28,927.08	29,155.00	(227.92)	86,650.98	350,000.00	24.76%	263,349.02
Charges for Services Totals	43,603.42	42,665.37	938.05	130,221.00	512,000.00	25.43%	381,779.00
Licenses, Permits & Fees							
100-4100 Permits/Fees	114,724.20	54,145.00	60,579.20	169,615.92	650,000.00	26.09%	480,384.08
100-4101 Fines/Court Fees	17,339.68	10,412.50	6,927.18	60,570.42	125,000.00	48.46%	64,429.58
100-4105 Gas Well Fees	0.00	0.00	0.00	0.00	30,000.00	0.00%	30,000.00
100-4109 Utility Penalties	0.00	466.48	(466.48)	0.00	5,600.00	0.00%	5,600.00
100-4110 Utility Admin Fee	1,153.12	1,100.80	52.32	3,459.01	13,215.00	26.17%	9,755.99
100-4115 Local Truancy and Prevention	991.14	500.00	491.14	3,634.31	6,000.00	60.57%	2,365.69
100-4116 Municipal Jury Fund	19.82	0.00	19.82	72.62	0.00	0.00%	(72.62)
100-4117 Time Payment Reimbursement	196.12	0.00	196.12	398.12	0.00	0.00%	(398.12)
Licenses, Permits & Fees Totals	134,424.08	66,624.78	67,799.30	237,750.40	829,815.00	28.65%	592,064.60

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100 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Grants & Contributions							
100-4200 Fire Department Donations	0.00	41.67	(41.67)	200.00	500.00	40.00%	300.00
100-4201 Animal Shelter Donations	300.00	41.67	258.33	435.00	500.00	87.00%	65.00
100-4202 Police Department Donations	(328.78)	41.67	(370.45)	0.00	500.00	0.00%	500.00
100-4203 General Fund Donations	0.00	41.65	(41.65)	500.00	500.00	100.00%	0.00
Grants & Contributions Totals	(28.78)	166.66	(195.44)	1,135.00	2,000.00	56.75%	865.00
Intergovernmental Revenues							
100-4401 Fire Department Grants	0.00	9,568.67	(9,568.67)	105,298.84	114,870.00	91.67%	9,571.16
100-4404 LEOSE/Continuing Education	0.00	125.00	(125.00)	0.00	1,500.00	0.00%	1,500.00
100-4407 CARES Funding	0.00	4,166.67	(4,166.67)	0.00	50,000.00	0.00%	50,000.00
Intergovernmental Revenues Totals	0.00	13,860.34	(13,860.34)	105,298.84	166,370.00	63.29%	61,071.16
Investment Earnings							
100-4600 Interest Income	4.67	249.90	(245.23)	25.32	3,000.00	0.84%	2,974.68
Investment Earnings Totals	4.67	249.90	(245.23)	25.32	3,000.00	0.84%	2,974.68
Miscellaneous							
100-4901 Misc. Revenue	2,685.36	4,165.00	(1,479.64)	8,461.20	50,000.00	16.92%	41,538.80
Miscellaneous Totals	2,685.36	4,165.00	(1,479.64)	8,461.20	50,000.00	16.92%	41,538.80
Transfers In							
100-4917 Transfer from Type A EDC	0.00	0.00	0.00	0.00	55,000.00	0.00%	55,000.00
100-4918 Transfer from Type B EDC	0.00	0.00	0.00	4,172.70	387,200.00	1.08%	383,027.30
100-4919 Transfer From Capital Imprvmnt	0.00	28,333.33	(28,333.33)	0.00	340,000.00	0.00%	340,000.00
Transfers In Totals	0.00	28,333.33	(28,333.33)	4,172.70	782,200.00	0.53%	778,027.30
Revenue Totals	575,112.02	665,321.97	(90,209.95)	1,251,041.80	6,640,365.00	18.84%	5,389,323.20

City of Joshua
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100 - General Fund Community Service	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Community Events	10,938.63	0.00	10,938.63	13,412.14	25,000.00	53.65%	11,587.86
Contract & Professional Services	27,077.03	27,405.70	(328.67)	81,248.93	329,000.00	24.70%	247,751.07
Miscellaneous	1,153.45	3,050.75	(1,897.30)	11,310.95	50,715.00	22.30%	39,404.05
Utilities	4,320.58	3,415.30	905.28	8,625.00	41,000.00	21.04%	32,375.00
Community Service Totals	<u>43,489.69</u>	<u>33,871.75</u>	<u>9,617.94</u>	<u>114,597.02</u>	<u>445,715.00</u>	<u>25.71%</u>	<u>331,117.98</u>

100 - General Fund General Non-Departmental	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Contract & Professional Services	14,382.76	15,868.64	(1,485.88)	32,230.19	114,750.00	28.09%	82,519.81
Debt Service	0.00	0.00	0.00	0.00	4,000.00	0.00%	4,000.00
Miscellaneous	636.63	6,387.08	(5,750.45)	57,870.62	134,370.00	43.07%	76,499.38
Personnel	252.04	100.00	152.04	544.79	4,200.00	12.97%	3,655.21
General Non-Departmental Totals	<u>15,271.43</u>	<u>22,355.72</u>	<u>(7,084.29)</u>	<u>90,645.60</u>	<u>257,320.00</u>	<u>35.23%</u>	<u>166,674.40</u>

100 - General Fund Mayor & Council	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Personnel	0.00	0.00	0.00	0.00	2,000.00	0.00%	2,000.00
Supplies	455.63	254.10	201.53	455.63	3,050.00	14.94%	2,594.37
Mayor & Council Totals	<u>455.63</u>	<u>254.10</u>	<u>201.53</u>	<u>455.63</u>	<u>5,050.00</u>	<u>9.02%</u>	<u>4,594.37</u>

100 - General Fund Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Contract & Professional Services	13,365.00	934.62	12,430.38	33,567.50	176,340.00	19.04%	142,772.50
Miscellaneous	521.43	958.28	(436.85)	2,291.57	11,500.00	19.93%	9,208.43

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Personnel	45,400.41	48,302.71	(2,902.30)	146,207.59	624,465.00	23.41%	478,257.41
Repair & Maintenance	1,404.76	2,563.14	(1,158.38)	5,455.58	30,770.00	17.73%	25,314.42
Supplies	3,590.61	3,212.90	377.71	8,713.43	44,570.00	19.55%	35,856.57
Utilities	2,278.52	2,713.17	(434.65)	5,682.76	32,570.00	17.45%	26,887.24
Administration Totals	66,560.73	58,684.82	7,875.91	201,918.43	920,215.00	21.94%	718,296.57

100 - General Fund Police Department	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	6,403.11	(6,403.11)	9,600.82	33,400.00	28.74%	23,799.18
Contract & Professional Services	7,985.51	9,239.30	(1,253.79)	72,224.49	136,880.00	52.76%	64,655.51
Debt Service	0.00	1,570.00	(1,570.00)	0.00	18,840.00	0.00%	18,840.00
Miscellaneous	56.00	33.33	22.67	56.00	400.00	14.00%	344.00
Personnel	103,257.50	102,470.28	787.22	351,934.94	1,350,485.00	26.06%	998,550.06
Repair & Maintenance	9,520.76	3,831.83	5,688.93	16,830.52	46,000.00	36.59%	29,169.48
Supplies	5,356.85	1,999.23	3,357.62	7,629.97	24,000.00	31.79%	16,370.03
Utilities	1,415.90	1,999.20	(583.30)	3,128.65	24,000.00	13.04%	20,871.35
Police Department Totals	127,592.52	127,546.28	46.24	461,405.39	1,634,005.00	28.24%	1,172,599.61

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	0.00	0.00	103,876.58	103,885.00	99.99%	8.42
Contract & Professional Services	170.00	1,685.99	(1,515.99)	560.00	20,240.00	2.77%	19,680.00
Debt Service	0.00	3,671.25	(3,671.25)	0.00	44,055.00	0.00%	44,055.00
Miscellaneous	0.00	833.33	(833.33)	0.00	10,000.00	0.00%	10,000.00
Personnel	15,363.01	26,812.64	(11,449.63)	53,010.50	357,260.00	14.84%	304,249.50
Repair & Maintenance	15,698.85	5,814.36	9,884.49	34,232.01	69,800.00	49.04%	35,567.99
Supplies	12,111.82	43,595.47	(31,483.65)	62,687.10	523,355.00	11.98%	460,667.90
Utilities	380.50	641.41	(260.91)	939.47	7,700.00	12.20%	6,760.53

City of Joshua
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Public Works Totals	43,724.18	83,054.45	(39,330.27)	255,305.66	1,136,295.00	22.47%	880,989.34
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100 - General Fund Municipal Court	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Contract & Professional Services	585.00	2,951.36	(2,366.36)	7,355.00	35,420.00	20.77%	28,065.00
Miscellaneous	0.00	83.30	(83.30)	0.00	1,000.00	0.00%	1,000.00
Personnel	4,975.16	5,141.79	(166.63)	17,805.01	67,280.00	26.46%	49,474.99
Repair & Maintenance	154.72	166.60	(11.88)	435.02	2,000.00	21.75%	1,564.98
Supplies	0.00	154.10	(154.10)	175.28	1,850.00	9.47%	1,674.72
Municipal Court Totals	5,714.88	8,497.15	(2,782.27)	25,770.31	107,550.00	23.96%	81,779.69

100 - General Fund Development Services	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Contract & Professional Services	13,917.90	15,711.75	(1,793.85)	29,234.65	188,545.00	15.51%	159,310.35
Debt Service	0.00	472.08	(472.08)	0.00	5,665.00	0.00%	5,665.00
Personnel	20,916.82	20,160.16	756.66	55,086.97	260,455.00	21.15%	205,368.03
Repair & Maintenance	98.43	2,016.60	(1,918.17)	98.43	24,200.00	0.41%	24,101.57
Supplies	131.74	433.16	(301.42)	513.74	5,200.00	9.88%	4,686.26
Utilities	109.33	442.45	(333.12)	195.58	5,310.00	3.68%	5,114.42
Development Services Totals	35,174.22	39,236.20	(4,061.98)	85,129.37	489,375.00	17.40%	404,245.63

100 - General Fund Animal Control	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Contract & Professional Services	347.88	754.81	(406.93)	1,160.54	9,060.00	12.81%	7,899.46
Personnel	9,909.79	9,804.98	104.81	34,684.14	130,840.00	26.51%	96,155.86
Repair & Maintenance	8,674.64	10,500.44	(1,825.80)	22,186.39	126,055.00	17.60%	103,868.61
Supplies	1,087.00	1,530.20	(443.20)	3,852.86	18,370.00	20.97%	14,517.14

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Utilities	1,014.97	1,349.46	(334.49)	2,189.61	16,200.00	13.52%	14,010.39
Animal Control Totals	21,034.28	23,939.89	(2,905.61)	64,073.54	300,525.00	21.32%	236,451.46

100 - General Fund Fire Department	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Contract & Professional Services	1,030.00	2,965.47	(1,935.47)	8,654.00	35,600.00	24.31%	26,946.00
Debt Service	0.00	6,020.83	(6,020.83)	0.00	72,250.00	0.00%	72,250.00
Miscellaneous	161.48	1,578.53	(1,417.05)	11,211.57	18,950.00	59.16%	7,738.43
Personnel	29,405.16	43,051.05	(13,645.89)	101,917.35	569,530.00	17.89%	467,612.65
Repair & Maintenance	4,337.42	6,337.46	(2,000.04)	7,267.86	76,080.00	9.55%	68,812.14
Supplies	4,185.86	6,546.75	(2,360.89)	25,184.42	78,575.00	32.05%	53,390.58
Utilities	2,302.43	2,865.52	(563.09)	5,085.89	34,400.00	14.78%	29,314.11
Fire Department Totals	41,422.35	69,365.61	(27,943.26)	159,321.09	885,385.00	17.99%	726,063.91

100 - General Fund Park Maintenance	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	1,990.87	(1,990.87)	0.00	23,900.00	0.00%	23,900.00
Contract & Professional Services	170.00	169.93	0.07	510.00	2,040.00	25.00%	1,530.00
Personnel	12,742.46	15,185.84	(2,443.38)	42,204.10	182,230.00	23.16%	140,025.90
Repair & Maintenance	2,837.10	1,978.42	858.68	6,347.13	23,750.00	26.72%	17,402.87
Supplies	2,748.34	1,199.52	1,548.82	6,299.78	14,400.00	43.75%	8,100.22
Utilities	2,244.85	627.24	1,617.61	4,978.50	87,530.00	5.69%	82,551.50
Park Maintenance Totals	20,742.75	21,151.82	(409.07)	60,339.51	333,850.00	18.07%	273,510.49

100 - General Fund Fire Marshal	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Contract & Professional Services	0.00	396.67	(396.67)	3,856.25	4,760.00	81.01%	903.75

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Miscellaneous	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
Personnel	8,850.94	8,836.67	14.27	33,301.22	106,040.00	31.40%	72,738.78
Supplies	74.19	1,083.34	(1,009.15)	74.19	13,000.00	0.57%	12,925.81
Utilities	23.08	65.00	(41.92)	80.78	780.00	10.36%	699.22
Fire Marshal Totals	<u>8,948.21</u>	<u>10,423.35</u>	<u>(1,475.14)</u>	<u>37,312.44</u>	<u>125,080.00</u>	<u>29.83%</u>	<u>87,767.56</u>
Expense Total	<u><u>430,130.87</u></u>	<u><u>498,381.14</u></u>	<u><u>(68,250.27)</u></u>	<u><u>1,556,273.99</u></u>	<u><u>6,640,365.00</u></u>	<u><u>23.44%</u></u>	<u><u>5,084,091.01</u></u>

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100 - General Fund Community Service	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-01-5404 CS Solid Waste Services	27,077.03	27,405.70	(328.67)	81,248.93	329,000.00	24.70%	247,751.07
100-01-5711 CS Street Lights	4,320.58	3,415.30	905.28	8,625.00	41,000.00	21.04%	32,375.00
100-01-5800 CS Holiday Events	10,938.63	0.00	10,938.63	13,412.14	25,000.00	53.65%	11,587.86
100-01-5900 CS Library Operating	0.00	1,772.08	(1,772.08)	5,325.00	21,265.00	25.04%	15,940.00
100-01-5902 CS Cle-Tran	0.00	0.00	0.00	0.00	6,600.00	0.00%	6,600.00
100-01-5903 CS Clean-Up And Recycling	144.47	0.00	144.47	3,955.23	7,500.00	52.74%	3,544.77
100-01-5905 CS Quarterly City Newsletter	1,008.98	1,249.50	(240.52)	2,030.72	15,000.00	13.54%	12,969.28
100-01-5906 CS Crud Cruiser	0.00	29.17	(29.17)	0.00	350.00	0.00%	350.00
Community Service Totals	43,489.69	33,871.75	9,617.94	114,597.02	445,715.00	25.71%	331,117.98

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100 - General Fund General Non-Departmental	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-02-5150 ND Training & Travel	60.35	100.00	(39.65)	345.35	1,200.00	28.78%	854.65
100-02-5160 ND Dues & Subscriptions	191.69	0.00	191.69	199.44	3,000.00	6.65%	2,800.56
100-02-5402 ND Legal Services	3,768.55	4,581.50	(812.95)	9,310.56	55,000.00	16.93%	45,689.44
100-02-5403 ND Ordinance Codification	0.00	887.14	(887.14)	100.00	10,650.00	0.94%	10,550.00
100-02-5420 ND Central Appraisal District	10,614.21	10,150.00	464.21	21,319.63	40,600.00	52.51%	19,280.37
100-02-5421 ND County Assessor -	0.00	0.00	0.00	0.00	5,500.00	0.00%	5,500.00
100-02-5500 ND Debt Service & Reports	0.00	0.00	0.00	0.00	4,000.00	0.00%	4,000.00
100-02-5940 ND Liability Insurance	0.00	0.00	0.00	7,151.66	37,045.00	19.31%	29,893.34
100-02-5941 ND Property Insurance	0.00	0.00	0.00	7,311.75	20,680.00	35.36%	13,368.25
100-02-5942 ND Unrestricted Reserves	0.00	1,250.00	(1,250.00)	0.00	15,000.00	0.00%	15,000.00
100-02-5943 ND Technology	636.63	4,637.08	(4,000.45)	43,407.21	55,645.00	78.01%	12,237.79
100-02-5944 ND Website Maintenance	0.00	250.00	(250.00)	1,500.00	3,000.00	50.00%	1,500.00
100-02-5946 ND Records Retention	0.00	500.00	(500.00)	0.00	6,000.00	0.00%	6,000.00
General Non-Departmental Totals	15,271.43	22,355.72	(7,084.29)	90,645.60	257,320.00	35.23%	166,674.40

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100 - General Fund Mayor & Council	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-03-5150 M/C Training & Travel	0.00	0.00	0.00	0.00	2,000.00	0.00%	2,000.00
100-03-5213 M/C Uniforms	455.63	87.50	368.13	455.63	1,050.00	43.39%	594.37
100-03-5220 M/C Office Supplies	0.00	41.65	(41.65)	0.00	500.00	0.00%	500.00
100-03-5262 M/C Events & Awards	0.00	124.95	(124.95)	0.00	1,500.00	0.00%	1,500.00
Mayor & Council Totals	455.63	254.10	201.53	455.63	5,050.00	9.02%	4,594.37

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100 - General Fund Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-04-5110 AD Salaries	37,794.02	36,384.42	1,409.60	119,185.11	472,525.00	25.22%	353,339.89
100-04-5112 AD Worker's Comp	0.00	0.00	0.00	269.14	1,375.00	19.57%	1,105.86
100-04-5117 AD Longevity Pay	0.00	0.00	0.00	2,460.00	2,460.00	100.00%	0.00
100-04-5120 AD Payroll Taxes	626.51	646.80	(20.29)	1,951.04	8,400.00	23.23%	6,448.96
100-04-5130 AD Benefits	3,964.23	7,644.85	(3,680.62)	13,387.58	91,775.00	14.59%	78,387.42
100-04-5140 AD TMRS	2,226.47	2,227.61	(1.14)	7,164.94	28,930.00	24.77%	21,765.06
100-04-5150 AD Training & Travel	508.25	357.50	150.75	538.25	6,500.00	8.28%	5,961.75
100-04-5160 AD Dues & Memberships	250.00	358.19	(108.19)	1,120.60	4,300.00	26.06%	3,179.40
100-04-5161 AD Surety Bonds	0.00	16.67	(16.67)	100.00	200.00	50.00%	100.00
100-04-5190 AD Human Resources	30.93	666.67	(635.74)	30.93	8,000.00	0.39%	7,969.07
100-04-5212 AD Reference Materials	0.00	41.65	(41.65)	0.00	500.00	0.00%	500.00
100-04-5213 AD Uniforms	660.65	83.33	577.32	660.65	1,000.00	66.07%	339.35
100-04-5220 AD Office Supplies	457.30	416.50	40.80	1,688.51	5,000.00	33.77%	3,311.49
100-04-5221 AD Printing	0.00	118.70	(118.70)	472.11	1,425.00	33.13%	952.89
100-04-5222 AD Postage	61.40	147.85	(86.45)	222.62	1,775.00	12.54%	1,552.38
100-04-5240 AD Election Expenses	0.00	0.00	0.00	0.00	6,000.00	0.00%	6,000.00
100-04-5250 AD Office Equip & Furniture	2,411.26	2,404.87	6.39	5,669.54	28,870.00	19.64%	23,200.46
100-04-5330 AD Building R & M	432.98	1,666.00	(1,233.02)	3,212.82	20,000.00	16.06%	16,787.18
100-04-5350 AD Office Equipment R & M	971.78	897.14	74.64	2,242.76	10,770.00	20.82%	8,527.24
100-04-5402 AD IT Services	765.00	934.62	(169.62)	2,295.00	11,220.00	20.45%	8,925.00
100-04-5403 AD Accounting & Audit	12,600.00	0.00	12,600.00	12,600.00	26,000.00	48.46%	13,400.00
100-04-5404 AD Contract Services	0.00	0.00	0.00	9,785.00	127,200.00	7.69%	117,415.00
100-04-5410 AD Software Maintenance	0.00	0.00	0.00	8,887.50	11,920.00	74.56%	3,032.50
100-04-5710 AD Utilities	2,089.11	2,499.00	(409.89)	5,303.94	30,000.00	17.68%	24,696.06
100-04-5750 AD Mobile Technology	189.41	214.17	(24.76)	378.82	2,570.00	14.74%	2,191.18
100-04-5909 AD Miscellaneous	231.43	124.95	106.48	1,190.32	1,500.00	79.35%	309.68

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100 - General Fund Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-04-5931 AD Publishing & Filing Fees	290.00	833.33	(543.33)	1,101.25	10,000.00	11.01%	8,898.75
Administration Totals	66,560.73	58,684.82	7,875.91	201,918.43	920,215.00	21.94%	718,296.57

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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
100-05-5110 PD Salaries	85,922.84	81,601.52	4,321.32	287,292.21	1,059,760.00	27.11%	772,467.79
100-05-5111 PD Overtime	1,111.71	2,290.75	(1,179.04)	6,423.12	27,500.00	23.36%	21,076.88
100-05-5112 PD Worker's Comp	0.00	0.00	0.00	5,267.50	28,420.00	18.53%	23,152.50
100-05-5117 PD Longevity Pay	0.00	0.00	0.00	4,160.00	3,905.00	106.53%	(255.00)
100-05-5120 PD Payroll Taxes	1,460.95	1,438.36	22.59	5,158.71	18,680.00	27.62%	13,521.29
100-05-5130 PD Benefits	7,755.48	11,418.76	(3,663.28)	23,572.67	137,080.00	17.20%	113,507.33
100-05-5140 PD TMRS	5,105.61	4,654.65	450.96	17,274.82	60,450.00	28.58%	43,175.18
100-05-5150 PD Training & Travel	1,750.91	1,057.91	693.00	1,850.91	12,700.00	14.57%	10,849.09
100-05-5160 PD Dues/Memberships	150.00	0.00	150.00	935.00	1,390.00	67.27%	455.00
100-05-5161 PD Surety Bonds	0.00	8.33	(8.33)	0.00	100.00	0.00%	100.00
100-05-5180 PD Citizens Police Academy	0.00	0.00	0.00	0.00	500.00	0.00%	500.00
100-05-5213 PD Uniforms	1,160.71	499.80	660.91	1,673.42	6,000.00	27.89%	4,326.58
100-05-5215 PD Law Enforcement	1,520.35	283.22	1,237.13	2,041.50	3,400.00	60.04%	1,358.50
100-05-5217 PD Criminal Investigation	2,204.42	333.20	1,871.22	2,364.63	4,000.00	59.12%	1,635.37
100-05-5218 PD Awards	0.00	12.50	(12.50)	818.76	150.00	545.84%	(668.76)
100-05-5219 PD Public Relations	0.00	12.50	(12.50)	136.12	150.00	90.75%	13.88
100-05-5220 PD Office Supplies	35.19	233.24	(198.05)	35.19	2,800.00	1.26%	2,764.81
100-05-5222 PD Postage	50.70	41.67	9.03	174.87	500.00	34.97%	325.13
100-05-5250 PD Equipment & Furniture	385.48	166.60	218.88	385.48	2,000.00	19.27%	1,614.52
100-05-5260 PD Vests/Safety Equipment	0.00	416.50	(416.50)	0.00	5,000.00	0.00%	5,000.00
100-05-5310 PD Fuel, Oil & Service	7,291.77	1,707.65	5,584.12	10,468.40	20,500.00	51.07%	10,031.60
100-05-5310 PD Vehicle R & M	6.00	874.65	(868.65)	2,474.85	10,500.00	23.57%	8,025.15
100-05-5320 PD Equipment R & M	0.00	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00
100-05-5330 PD Building R & M	2,222.99	1,166.20	1,056.79	3,887.27	14,000.00	27.77%	10,112.73
100-05-5351 PD Copier/Support	212.16	549.78	(337.62)	1,168.90	6,600.00	17.71%	5,431.10
100-05-5402 PD IT Services	1,190.00	1,189.52	0.48	3,570.00	14,280.00	25.00%	10,710.00

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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
100-05-5404 PD Contract Services	6,583.35	0.00	6,583.35	67,485.59	91,000.00	74.16%	23,514.41
100-05-5408 PD Reporting System	0.00	7,500.00	(7,500.00)	0.00	25,000.00	0.00%	25,000.00
100-05-5600 PD Capital Outlay >\$5,000	0.00	1,416.67	(1,416.67)	0.00	17,000.00	0.00%	17,000.00
100-05-5601 PD Capital Outlay <\$5,000	0.00	4,986.44	(4,986.44)	0.00	6,800.00	0.00%	6,800.00
100-05-5605 PD Lease Payments	0.00	1,570.00	(1,570.00)	0.00	18,840.00	0.00%	18,840.00
100-05-5611 PD Principal Payments	0.00	0.00	0.00	8,920.70	8,920.00	100.01%	(0.70)
100-05-5612 PD Interest Expense	0.00	0.00	0.00	680.12	680.00	100.02%	(0.12)
100-05-5710 PD Utilities	1,057.65	1,249.50	(191.85)	2,296.75	15,000.00	15.31%	12,703.25
100-05-5750 PD Mobile Technology	358.25	749.70	(391.45)	831.90	9,000.00	9.24%	8,168.10
100-05-5909 PD Miscellaneous	56.00	33.33	22.67	56.00	400.00	14.00%	344.00
Police Department Totals	<u>127,592.52</u>	<u>127,546.28</u>	<u>46.24</u>	<u>461,405.39</u>	<u>1,634,005.00</u>	<u>28.24%</u>	<u>1,172,599.61</u>

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100 - General Fund Public Works	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-06-5110 PW Salaries	12,667.03	20,219.81	(7,552.78)	40,698.40	262,595.00	15.50%	221,896.60
100-06-5111 PW Overtime	22.40	149.94	(127.54)	350.33	1,800.00	19.46%	1,449.67
100-06-5112 PW Worker's Comp	0.00	0.00	0.00	2,307.25	12,610.00	18.30%	10,302.75
100-06-5117 PW Longevity Pay	0.00	0.00	0.00	1,060.00	1,265.00	83.79%	205.00
100-06-5120 PW Payroll Taxes	335.11	431.97	(96.86)	1,079.88	5,610.00	19.25%	4,530.12
100-06-5130 PW Benefits	1,584.96	4,643.14	(3,058.18)	4,939.60	55,740.00	8.86%	50,800.40
100-06-5140 PW TMRS	753.51	1,242.78	(489.27)	2,575.04	16,140.00	15.95%	13,564.96
100-06-5150 PW Training & Travel	0.00	125.00	(125.00)	0.00	1,500.00	0.00%	1,500.00
100-06-5213 PW Uniforms	374.88	749.70	(374.82)	1,790.91	9,000.00	19.90%	7,209.09
100-06-5220 PW Office Supplies	0.00	24.99	(24.99)	0.00	300.00	0.00%	300.00
100-06-5261 PW Equipment Rental	0.00	83.30	(83.30)	0.00	1,000.00	0.00%	1,000.00
100-06-5270 PW Street Supplies &	11,736.94	42,737.48	(31,000.54)	60,896.19	513,055.00	11.87%	452,158.81
100-06-5310 PW Fuel, Oil & Service	847.46	1,374.45	(526.99)	1,524.68	16,500.00	9.24%	14,975.32
100-06-5310 PW Vehicle R & M	7,756.60	624.75	7,131.85	11,622.34	7,500.00	154.96%	(4,122.34)
100-06-5320 PW Equipment R & M	3,709.04	2,082.50	1,626.54	17,080.59	25,000.00	68.32%	7,919.41
100-06-5330 PW Building R & M	217.40	1,082.90	(865.50)	836.05	13,000.00	6.43%	12,163.95
100-06-5331 PW Sign R & M	2,129.35	483.14	1,646.21	2,129.35	5,800.00	36.71%	3,670.65
100-06-5332 PW Minor Tools	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
100-06-5350 PW Office Equipment R & M	1,039.00	124.95	914.05	1,039.00	1,500.00	69.27%	461.00
100-06-5402 PW IT Services	170.00	169.93	0.07	510.00	2,040.00	25.00%	1,530.00
100-06-5404 PW Contract Service	0.00	1,516.06	(1,516.06)	50.00	18,200.00	0.27%	18,150.00
100-06-5605 PW Lease Payments	0.00	3,671.25	(3,671.25)	0.00	44,055.00	0.00%	44,055.00
100-06-5611 PW Principal Payments	0.00	0.00	0.00	94,897.35	94,980.00	99.91%	82.65
100-06-5612 PW Interest Expense	0.00	0.00	0.00	8,979.23	8,905.00	100.83%	(74.23)
100-06-5670 PW Drainage Utility	0.00	833.33	(833.33)	0.00	10,000.00	0.00%	10,000.00
100-06-5710 PW Building Utilities	311.26	416.50	(105.24)	697.13	5,000.00	13.94%	4,302.87

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100 - General Fund Public Works	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-06-5750 PW Mobile Technology	69.24	224.91	(155.67)	242.34	2,700.00	8.98%	2,457.66
Public Works Totals	43,724.18	83,054.45	(39,330.27)	255,305.66	1,136,295.00	22.47%	880,989.34

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100 - General Fund Municipal Court	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-07-5110 MC Salaries	3,942.12	3,875.41	66.71	13,515.44	50,330.00	26.85%	36,814.56
100-07-5111 MC Overtime	0.00	50.00	(50.00)	0.00	600.00	0.00%	600.00
100-07-5112 MC Worker's Comp	0.00	0.00	0.00	34.12	140.00	24.37%	105.88
100-07-5117 MC Longevity Pay	0.00	0.00	0.00	1,185.00	1,185.00	100.00%	0.00
100-07-5120 MC Payroll Taxes	97.81	84.70	13.11	354.93	1,100.00	32.27%	745.07
100-07-5130 MC Benefits	464.22	712.21	(247.99)	1,591.69	8,550.00	18.62%	6,958.31
100-07-5140 MC TMRS	231.01	244.47	(13.46)	861.46	3,175.00	27.13%	2,313.54
100-07-5150 MC Training & Travel	85.00	166.67	(81.67)	107.37	2,000.00	5.37%	1,892.63
100-07-5160 MC Dues & Memberships	55.00	0.00	55.00	55.00	100.00	55.00%	45.00
100-07-5161 MC Surety Bonds	100.00	8.33	91.67	100.00	100.00	100.00%	0.00
100-07-5220 MC Office Supplies	0.00	16.66	(16.66)	53.18	200.00	26.59%	146.82
100-07-5221 MC Printing	0.00	54.14	(54.14)	0.00	650.00	0.00%	650.00
100-07-5222 MC Postage	0.00	83.30	(83.30)	122.10	1,000.00	12.21%	877.90
100-07-5350 MC Office Equipment R & M	154.72	166.60	(11.88)	435.02	2,000.00	21.75%	1,564.98
100-07-5401 MC IT Service	85.00	84.96	0.04	255.00	1,020.00	25.00%	765.00
100-07-5402 MC Legal Services	500.00	499.80	0.20	500.00	6,000.00	8.33%	5,500.00
100-07-5404 MC Judge Contract Services	0.00	2,200.00	(2,200.00)	6,600.00	26,400.00	25.00%	19,800.00
100-07-5410 MC Warrant Collection Fee	0.00	166.60	(166.60)	0.00	2,000.00	0.00%	2,000.00
100-07-5910 MC Warrant Entry Fees	0.00	83.30	(83.30)	0.00	1,000.00	0.00%	1,000.00
Municipal Court Totals	5,714.88	8,497.15	(2,782.27)	25,770.31	107,550.00	23.96%	81,779.69

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100 - General Fund Development Services	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-08-5110 DS Salaries	17,671.31	15,622.14	2,049.17	45,546.51	202,885.00	22.45%	157,338.49
100-08-5111 DS Overtime	25.74	41.67	(15.93)	148.01	500.00	29.60%	351.99
100-08-5112 DS Worker's Comp	0.00	0.00	0.00	252.75	1,015.00	24.90%	762.25
100-08-5117 DS Longevity Pay	0.00	0.00	0.00	960.00	855.00	112.28%	(105.00)
100-08-5120 DS Payroll Taxes	398.70	286.44	112.26	736.71	3,720.00	19.80%	2,983.29
100-08-5130 DS Benefits	1,784.08	2,802.21	(1,018.13)	4,685.66	33,640.00	13.93%	28,954.34
100-08-5140 DS TMRS	1,036.99	957.88	79.11	2,757.33	12,440.00	22.17%	9,682.67
100-08-5150 DS Training & Travel	0.00	399.84	(399.84)	0.00	4,800.00	0.00%	4,800.00
100-08-5160 DS Dues & Memberships	0.00	24.99	(24.99)	0.00	300.00	0.00%	300.00
100-08-5161 DS Surety Bonds	0.00	24.99	(24.99)	0.00	300.00	0.00%	300.00
100-08-5213 DS Uniforms	110.00	83.30	26.70	233.75	1,000.00	23.38%	766.25
100-08-5220 DS Office Supplies	21.74	74.97	(53.23)	21.74	900.00	2.42%	878.26
100-08-5221 DS Printing	0.00	124.95	(124.95)	0.00	1,500.00	0.00%	1,500.00
100-08-5222 DS Postage	0.00	33.32	(33.32)	24.91	400.00	6.23%	375.09
100-08-5250 DS Office Equip & Furniture	0.00	116.62	(116.62)	233.34	1,400.00	16.67%	1,166.66
100-08-5310 DS Fuel, Oil & Service	98.43	124.95	(26.52)	98.43	1,500.00	6.56%	1,401.57
100-08-5310 DS Vehicle R & M	0.00	41.65	(41.65)	0.00	500.00	0.00%	500.00
100-08-5330 DS Building R & M	0.00	1,850.00	(1,850.00)	0.00	22,200.00	0.00%	22,200.00
100-08-5402 DS IT Services	255.00	254.89	0.11	765.00	3,060.00	25.00%	2,295.00
100-08-5403 DS Permits Software	0.00	321.53	(321.53)	3,858.75	3,860.00	99.97%	1.25
100-08-5404 DS Contract Services	98.00	208.25	(110.25)	1,316.00	2,500.00	52.64%	1,184.00
100-08-5605 DS Lease Payments	0.00	472.08	(472.08)	0.00	5,665.00	0.00%	5,665.00
100-08-5710 DS Utilities	0.00	316.67	(316.67)	0.00	3,800.00	0.00%	3,800.00
100-08-5750 DS Mobile Technology	109.33	125.78	(16.45)	195.58	1,510.00	12.95%	1,314.42
100-08-5932 DS Engineering Service	7,504.90	8,030.83	(525.93)	15,907.40	96,370.00	16.51%	80,462.60
100-08-5933 DS Planning	6,060.00	4,396.25	1,663.75	7,387.50	52,755.00	14.00%	45,367.50

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100 - General Fund Development Services	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-08-5934 DS Gas Well Inspections	0.00	2,500.00	(2,500.00)	0.00	30,000.00	0.00%	30,000.00
Development Services Totals	35,174.22	39,236.20	(4,061.98)	85,129.37	489,375.00	17.40%	404,245.63

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100 - General Fund Animal Control	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-09-5110 AC Salaries	7,434.50	7,296.52	137.98	25,434.17	94,760.00	26.84%	69,325.83
100-09-5111 AC Overtime	90.09	166.67	(76.58)	579.81	2,000.00	28.99%	1,420.19
100-09-5112 AC Worker's Comp	0.00	0.00	0.00	1,018.00	4,075.00	24.98%	3,057.00
100-09-5117 AC Longevity Pay	0.00	0.00	0.00	995.00	995.00	100.00%	0.00
100-09-5120 AC Payroll Taxes	105.34	167.47	(62.13)	376.52	2,175.00	17.31%	1,798.48
100-09-5130 AC Benefits	942.07	1,465.24	(523.17)	3,166.85	17,590.00	18.00%	14,423.15
100-09-5140 AC TMRS	443.64	440.44	3.20	1,592.20	5,720.00	27.84%	4,127.80
100-09-5150 AC Training & Travel	894.15	260.31	633.84	1,471.59	3,125.00	47.09%	1,653.41
100-09-5160 AC Dues & Memberships	0.00	8.33	(8.33)	50.00	100.00	50.00%	50.00
100-09-5161 AC Surety Bonds	0.00	0.00	0.00	0.00	300.00	0.00%	300.00
100-09-5213 AC Uniforms	112.00	124.95	(12.95)	376.75	1,500.00	25.12%	1,123.25
100-09-5220 AC Office Supplies	0.00	62.47	(62.47)	73.74	750.00	9.83%	676.26
100-09-5222 AC Postage	0.00	45.81	(45.81)	0.00	550.00	0.00%	550.00
100-09-5250 AC Office Equip & Furniture	975.00	645.15	329.85	3,011.12	7,745.00	38.88%	4,733.88
100-09-5280 AC Micro Chips	0.00	133.28	(133.28)	216.25	1,600.00	13.52%	1,383.75
100-09-5282 AC Medical Supplies	0.00	485.22	(485.22)	165.00	5,825.00	2.83%	5,660.00
100-09-5284 AC Rabies Vouchers	0.00	33.32	(33.32)	10.00	400.00	2.50%	390.00
100-09-5310 AC Fuel, Oil & Service	20.06	166.60	(146.54)	101.96	2,000.00	5.10%	1,898.04
100-09-5310 AC Vehicle R & M	1,083.25	292.38	790.87	1,133.24	3,510.00	32.29%	2,376.76
100-09-5330 AC Animal Food	522.18	249.90	272.28	813.30	3,000.00	27.11%	2,186.70
100-09-5330 AC Building R & M	7,049.15	9,639.89	(2,590.74)	20,137.89	115,725.00	17.40%	95,587.11
100-09-5350 AC Office Equipment R & M	0.00	151.67	(151.67)	0.00	1,820.00	0.00%	1,820.00
100-09-5402 AC IT Services	255.00	254.89	0.11	765.00	3,060.00	25.00%	2,295.00
100-09-5404 AC Contract Services	92.88	208.25	(115.37)	395.54	2,500.00	15.82%	2,104.46
100-09-5408 AC Professional Services	0.00	291.67	(291.67)	0.00	3,500.00	0.00%	3,500.00
100-09-5710 AC Utilities	968.81	1,207.85	(239.04)	2,028.05	14,500.00	13.99%	12,471.95

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100 - General Fund Animal Control	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-09-5750 AC Mobile Technology	46.16	141.61	(95.45)	161.56	1,700.00	9.50%	1,538.44
Animal Control Totals	21,034.28	23,939.89	(2,905.61)	64,073.54	300,525.00	21.32%	236,451.46

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100 - General Fund Fire Department	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-10-5110 FD Salaries	20,728.44	23,263.62	(2,535.18)	72,317.40	302,125.00	23.94%	229,807.60
100-10-5111 FD Overtime	341.12	833.33	(492.21)	2,266.88	10,000.00	22.67%	7,733.12
100-10-5112 FD Worker's Comp	0.00	0.00	0.00	2,922.99	20,285.00	14.41%	17,362.01
100-10-5113 P/T Salaries	2,808.00	6,250.00	(3,442.00)	2,808.00	75,000.00	3.74%	72,192.00
100-10-5117 FD Longevity Pay	0.00	0.00	0.00	245.00	720.00	34.03%	475.00
100-10-5120 FD Payroll Taxes	543.24	456.61	86.63	1,634.74	5,930.00	27.57%	4,295.26
100-10-5130 FD Benefits	1,910.86	6,584.44	(4,673.58)	6,338.44	79,045.00	8.02%	72,706.56
100-10-5140 FD TMRS	1,258.12	1,467.23	(209.11)	4,456.68	19,055.00	23.39%	14,598.32
100-10-5150 FD Training & Travel	0.00	1,166.20	(1,166.20)	133.84	14,000.00	0.96%	13,866.16
100-10-5160 FD Dues & Memberships	460.38	322.37	138.01	460.38	3,870.00	11.90%	3,409.62
100-10-5180 FD Incentive	1,355.00	2,332.40	(977.40)	2,803.00	28,000.00	10.01%	25,197.00
100-10-5181 FD Staff Immunizations &	0.00	374.85	(374.85)	622.00	4,500.00	13.82%	3,878.00
100-10-5182 FD Insurance (VFIS)	0.00	0.00	0.00	4,908.00	7,000.00	70.11%	2,092.00
100-10-5213 FD Uniforms	1,100.37	499.80	600.57	1,491.72	6,000.00	24.86%	4,508.28
100-10-5218 FD Awards	0.00	125.00	(125.00)	0.00	1,500.00	0.00%	1,500.00
100-10-5220 FD Office Supplies	258.43	124.95	133.48	517.99	1,500.00	34.53%	982.01
100-10-5222 FD Postage	0.00	24.99	(24.99)	83.78	300.00	27.93%	216.22
100-10-5262 FD Equipment	0.00	2,606.25	(2,606.25)	20,191.93	31,275.00	64.56%	11,083.07
100-10-5264 FD Radios & Mics	0.00	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00
100-10-5290 FD Fire Fighting Supplies	207.86	583.10	(375.24)	207.86	7,000.00	2.97%	6,792.14
100-10-5291 FD EMS Supplies	1,056.84	833.33	223.51	1,088.82	10,000.00	10.89%	8,911.18
100-10-5293 FD Personal Protective Equip	1,562.36	1,666.00	(103.64)	1,602.32	20,000.00	8.01%	18,397.68
100-10-5310 FD Fuel, Oil & Service	2,123.23	999.60	1,123.63	3,090.95	12,000.00	25.76%	8,909.05
100-10-5310 FD Vehicle R & M	977.45	1,832.60	(855.15)	1,532.52	22,000.00	6.97%	20,467.48
100-10-5320 FD Equipment R & M	(5.47)	1,166.20	(1,171.67)	(5.47)	14,000.00	(0.04%)	14,005.47
100-10-5330 FD Building R & M	1,049.65	1,839.26	(789.61)	2,150.50	22,080.00	9.74%	19,929.50

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100 - General Fund Fire Department	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-10-5350 FD Office Equipment R & M	192.56	499.80	(307.24)	499.36	6,000.00	8.32%	5,500.64
100-10-5402 FD IT Services	935.00	934.62	0.38	2,805.00	11,220.00	25.00%	8,415.00
100-10-5404 FD Contract Services	95.00	2,030.85	(1,935.85)	5,849.00	24,380.00	23.99%	18,531.00
100-10-5605 FD Lease Payments	0.00	6,020.83	(6,020.83)	0.00	72,250.00	0.00%	72,250.00
100-10-5710 FD Utilities	1,866.76	2,374.05	(507.29)	4,085.03	28,500.00	14.33%	24,414.97
100-10-5750 FD Mobile Technology	435.67	491.47	(55.80)	1,000.86	5,900.00	16.96%	4,899.14
100-10-5908 FD Emergency Management	35.14	1,536.88	(1,501.74)	11,085.23	18,450.00	60.08%	7,364.77
100-10-5909 FD Miscellaneous	126.34	41.65	84.69	126.34	500.00	25.27%	373.66
Fire Department Totals	41,422.35	69,365.61	(27,943.26)	159,321.09	885,385.00	17.99%	726,063.91

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100 - General Fund Park Maintenance	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-11-5110 PK Salaries	10,151.59	11,228.75	(1,077.16)	33,058.83	134,745.00	24.53%	101,686.17
100-11-5111 PK Overtime	436.80	0.00	436.80	1,249.50	0.00	0.00%	(1,249.50)
100-11-5112 PK Worker's Comp	0.00	219.17	(219.17)	372.50	2,630.00	14.16%	2,257.50
100-11-5117 PK Longevity Pay	0.00	45.42	(45.42)	545.00	545.00	100.00%	0.00
100-11-5120 PK Payroll Taxes	136.44	531.25	(394.81)	377.26	6,375.00	5.92%	5,997.74
100-11-5130 PK Benefits	1,391.28	2,468.75	(1,077.47)	4,432.06	29,625.00	14.96%	25,192.94
100-11-5140 PK TMRS	626.35	692.50	(66.15)	2,168.95	8,310.00	26.10%	6,141.05
100-11-5213 PK Uniforms	(40.84)	187.42	(228.26)	1,500.97	2,250.00	66.71%	749.03
100-11-5220 PK Office Supplies	0.00	12.50	(12.50)	14.37	150.00	9.58%	135.63
100-11-5270 PK Park Supplies & Materials	2,789.18	999.60	1,789.58	4,784.44	12,000.00	39.87%	7,215.56
100-11-5275 PK Field Supplies & Materials	0.00	333.20	(333.20)	0.00	4,000.00	0.00%	4,000.00
100-11-5310 PK Fuel, Oil & Service	246.89	208.25	38.64	490.94	2,500.00	19.64%	2,009.06
100-11-5310 PK Vehicle R & M	0.00	83.30	(83.30)	2,641.09	1,000.00	264.11%	(1,641.09)
100-11-5320 PK Equipment R & M	0.00	125.00	(125.00)	0.00	1,500.00	0.00%	1,500.00
100-11-5330 PK Building R & M	2,581.20	499.80	2,081.40	2,756.15	6,000.00	45.94%	3,243.85
100-11-5331 PK Minor Tools	0.00	20.82	(20.82)	0.00	250.00	0.00%	250.00
100-11-5335 PK Dept Building R & M	9.01	83.30	(74.29)	108.95	1,000.00	10.90%	891.05
100-11-5340 PK Irrigation R & M	0.00	624.75	(624.75)	350.00	7,500.00	4.67%	7,150.00
100-11-5402 PK IT Services	170.00	169.93	0.07	510.00	2,040.00	25.00%	1,530.00
100-11-5600 PK Capital Outlay >\$5,000	0.00	1,990.87	(1,990.87)	0.00	23,900.00	0.00%	23,900.00
100-11-5710 PK Dept Utilities	337.21	499.80	(162.59)	808.28	6,000.00	13.47%	5,191.72
100-11-5715 PK Park Utilities	1,859.38	0.00	1,859.38	4,073.70	80,000.00	5.09%	75,926.30
100-11-5720 PK Gas	0.00	49.98	(49.98)	0.00	600.00	0.00%	600.00
100-11-5750 PK Mobile Technology	48.26	77.46	(29.20)	96.52	930.00	10.38%	833.48
Park Maintenance Totals	20,742.75	21,151.82	(409.07)	60,339.51	333,850.00	18.07%	273,510.49

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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
100-12-5110 FM Salaries	7,707.26	6,266.25	1,441.01	27,727.35	75,195.00	36.87%	47,467.65
100-12-5111 FM Overtime	0.00	166.67	(166.67)	185.76	2,000.00	9.29%	1,814.24
100-12-5112 FM Worker's Comp	0.00	325.42	(325.42)	976.25	3,905.00	25.00%	2,928.75
100-12-5117 FM Longevity Pay	0.00	39.58	(39.58)	475.00	475.00	100.00%	0.00
100-12-5120 FM Payroll Taxes	0.00	125.42	(125.42)	0.00	1,505.00	0.00%	1,505.00
100-12-5130 FM Benefits	678.96	1,008.33	(329.37)	2,233.42	12,100.00	18.46%	9,866.58
100-12-5140 FM TMRS	464.72	394.17	70.55	1,703.44	4,730.00	36.01%	3,026.56
100-12-5150 FM Training & Travel	0.00	333.33	(333.33)	0.00	4,000.00	0.00%	4,000.00
100-12-5160 FM Dues & Subscriptions	0.00	177.50	(177.50)	0.00	2,130.00	0.00%	2,130.00
100-12-5215 FM Law Enforcement	54.19	416.67	(362.48)	54.19	5,000.00	1.08%	4,945.81
100-12-5217 FM Fire Investigations	0.00	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00
100-12-5285 FM Code Enforcement	20.00	416.67	(396.67)	20.00	5,000.00	0.40%	4,980.00
100-12-5296 FM Fire Prevention Program	0.00	166.67	(166.67)	0.00	2,000.00	0.00%	2,000.00
100-12-5403 FM Code Enforcement	0.00	230.00	(230.00)	2,756.25	2,760.00	99.86%	3.75
100-12-5406 FM Nuisance Abatement	0.00	166.67	(166.67)	1,100.00	2,000.00	55.00%	900.00
100-12-5750 FM Mobile Technology	23.08	65.00	(41.92)	80.78	780.00	10.36%	699.22
100-12-5910 FM Property Liens	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
Fire Marshal Totals	8,948.21	10,423.35	(1,475.14)	37,312.44	125,080.00	29.83%	87,767.56
Expense Totals	430,130.87	498,381.14	(68,250.27)	1,556,273.99	6,640,365.00	23.44%	5,084,091.01



City Council Agenda January 20, 2022

Agenda Item:	Minute Resolution	Action Item
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Agenda Description:

Discuss, consider, and give direction regarding the filing of a grant submission application through the Federal Emergency Management Agency's Assistance to Firefighter's Grant program to purchase a prefabricated training structure and associated items needed for installation.

Background Information:

The Fire Department is requesting consensus on whether or not to move forward with a grant submission through the Federal Emergency Management Agency's Assistance to Firefighter's Grant program. The proposal is to purchase a prefabricated training structure and associated items needed for installation.

Financial Information:

Total costs for the installation are \$390,000 for the structure, \$7,100 for LPG tank purchase and installation, \$5,000 for electrical installation, and an unknown amount for concrete pads required to support the structure. The grant has a matching requirement of 5% for the city. Approximate total costs for the city are \$40,000 including the unknown concrete installation cost.

City Contact and Recommendations:

Thomas Griffith, Fire Chief

The fire department is requesting a positive consensus to move forward with the grant submission.

Attachments:

- 1) Memorandum of explanation from Fire Chief Thomas Griffith



Joshua Fire Department

Memorandum #:

To: Mike Peacock, City Manager

From: Thomas Griffith, Chief

Copy:

Subj: Assistance to Firefighters Grant Request

Date: January 5, 2022

Per our previous conversation I am providing this explanation of the grant that I wish to submit through FEMA's Assistance to Firefighters Grant (AFG) program. The deadline for submission is January 21st. The grant submission period is 30 days. I have attempted to gather all of the necessary cost information on short notice.

The proposal is for a prefabricated, multipurpose fire training structure. The proposed structure (see attached illustrations) is comprised of refurbished cargo containers and would enable our department to perform live fire training, search drills, rope rescue practice, and vertical ventilation training at our convenience.

Currently we are limited to live fire training at the ESD training center located approximately nine miles south in Cleburne. Using the ESD facility requires scheduling its use and then leaving our district for three to four hours at a time. Also, the burn center in Cleburne utilizes Class A materials to produce the needed fire. The proposed structure has the dual capability of utilizing LPG or Class A materials. Class A materials are naturally grown materials such as wood, paper, and hay. LPG is cleaner burning and considered safer for training purposes. The ESD facility does not have vertical ventilation capability and is not designed for rope rescue training.

Having our own facility would enable customization of training scenarios and daily practice whenever needed, without leaving our district unprotected. This convenience also allows for the performance of live burns with smaller groups of firefighters rather than waiting until all personnel can be assembled. This is especially helpful with newly recruited personnel for orientation purposes. It is also my proposal to invite the neighboring departments, with whom we respond, to participate in these live training scenarios, which promotes teamwork and efficiency on actual incidents.

The AFG is administered through FEMA as a matching grant. The City's match would be 5%. It is possible that the 5% might be recoverable through another grant administered by the Texas Forest Service, but that is not confirmed at this writing. Additional non-funded costs, would include concrete pads at each corner of the structure, electrical service to the structure, and an above ground LPG tank. As of the submission deadline for Council packet; I was unable to receive a quote for concrete work. The electrical cost may be lower if Public Works conducts some of the ground work.

Item	Item Cost	City's Cost
Sable System Training Structure	\$390,000	\$19,500
LPG Tank & Installation	\$7,100	\$7,100

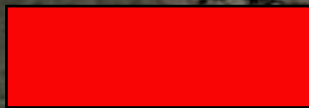


Joshua Fire Department

Electrical Installation	\$5,000	\$5,000
Concrete Pad Installation	Unknown	Unknown
Total		\$31,600

The structure is proposed to be located on the east side of the station in the large vacant field. The dimensions of the structure are 40' long, by 17' wide, by 16' high. The proposed location will place the structure at a minimum of 100' from the property line.

I am requesting a consensus from Council on whether or not to move forward with the grant submission. I will be available at the meeting to answer any questions.



LPG TANK

STRUCTURE



**MINUTES
CITY COUNCIL
REGULAR MEETING
DECEMBER 16, 2021
6:30 PM**

City Council Present: Joe Hollarn, Mayor; Mike Kidd, Place 2; Angela Nichols, Place 3; Merle Breitenstein, Place 4; Robert Fleming, Place 5; and Scott Kimble, Place 6

City Council Absent: Rick DePriest, Place 1

City Staff Present: Mike Peacock, City Manager; Amber Bransom, Asst. City Manager; Tom Griffith, Fire Chief; David Gelsthorpe, Police Chief; Terry Welch, City Attorney; and Alice Holloway, City Secretary.

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

Join Zoom Meeting:

<https://us02web.zoom.us/j/86156927891?pwd=V3B2UG5uYkFLZ1FvN3pRRpQdktlOT09>

Meeting ID: 861 5692 7891 Passcode: 843101 or dial 1-346/248-7799

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

- Online: An online speaker card is located on the City's website (cityofjoshuatx.us) on the Agenda/Minutes/Recordings page. Speaker cards received by 5:00 pm on or before the day of the meeting will be read during the open session by the City Secretary.
- By phone: Please call 817/558-7447 ext. 2003 by 5:00 pm on or before the day of the meeting and provide your name, address, and question. The City Secretary will read all questions in the order they are received.

A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

B. PLEDGE OF ALLEGIANCE

1. United States of America
2. Texas Flag

Councilmember Breitenstein led the pledge to the flags.

C. INVOCATION

Councilmember Kidd gave the invocation.

D. WORK SESSION

1. Review and discuss questions related to the budget report and financial statement for November 2021. (Staff Resource: M. Peacock)

No discussion on this item (D1)

2. Discussion on the future installation of fiber lines for internet service. (Staff Resource: M. Peacock)

City Manager Peacock gave a brief update regarding the installation of fiber lines in the near future in different areas of the city. City Manager Peacock stated that staff has invited Pathway Communications, AT&T, and United Cooperative to discuss what options may be open for incentives from the city. In addition, he stated that AT&T has not responded, and United Cooperative is currently focusing on areas where they currently provide electric service.

City Manager Peacock provided a cost estimate for several areas of the city that is underserved. In addition, he stated as of now, there has not been a discussion regarding an agreement on what the City's cost would be.

3. Questions regarding Regular Session agenda items.

No discussion on this item (D3)

E. PUBLIC FORUM, PRESENTATIONS, 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.

F. CONSENT AGENDA

1. Consider approval of minutes from the City Council Meeting held on November 18, 2021. (Staff Resource: A. Holloway)
2. Discuss, consider, and possible action on a resolution approving an Interlocal agreement with Interlocal Purchasing System (TIPS). (Staff Resource: A. Bransom)
3. Discuss, consider, and possible action on ratifying an agreement between the City of Joshua and TXU Energy for the supply of electricity with term starting June 1, 2024, and ending May 31, 2029; authorizing the City Manager to execute all necessary documents. (Staff Resource: M. Peacock)

Councilmember Breitenstein moved to approve the Consent Agenda. Councilmember Fleming seconded the motion. The motion passed unanimously.

G. REGULAR AGENDA

1. Public hearing regarding a request to rezone a 0.564 acre of land known as Tracts 92, 92A, & 90A, in the W.W. Byers Survey, Abstract No. 29, County of Johnson, Texas located at 218 E. 8th Street, 220 E. 8th Street and a portion of 119 N. Broadway Street to change from (R1) Single Family Residential District to the (C1) Restricted Commercial District to allow for the construction of a future commercial site. (Staff Resource: A. Maldonado)

Mayor Hollarn opened the public hearing regarding a request to rezone a 0.564 acre of land known as Tracts 92, 92A, & 90A, in the W.W. Byers Survey, Abstract No. 29, County of Johnson, Texas located at 218 E. 8th Street, 220 E. 8th Street and a portion of 119 N. Broadway Street to change from (R1) Single Family Residential District to the (C1) Restricted Commercial District to allow for the construction of a future commercial site at 6:54 pm.

- Staff Presentation
Development Services Director Maldonado read the following statement:

The subject property has been used as single-family residential property. This property is zoned (R1) Single Family Residential District. The proposed development of this property is to allow for the property to be platted as one lot for the construction of a commercial site. This development will be required to submit engineered construction plans and will also be required to final plat, the City has agreed that these matters may be part of the construction and platting review process. The proposed request is consistent with the Future Land Use Plan. The Planning and Zoning Commission recommended approval of the rezone on December 06, 2021.

Owner's Presentation
NA

- Those in Favor
NA
- Those Against
NA
- Owner's Rebuttal
NA

There were no comments from the public. Mayor Hollarn closed the public hearing at 6:56 pm.

2. Discuss, consider, and possible action on a request to rezone a 0.564 acre of land known as Tracts 92, 92A, & 90A, in the W.W. Byers Survey, Abstract No. 29, County of Johnson, Texas located at 218 E. 8th Street, 220 E. 8th Street and a portion of 119 N. Broadway Street to change from (R1) Single Family Residential District to the (C1) Restricted Commercial District to allow for the construction of a future commercial site. (Staff Resource: A. Maldonado)

Councilmember Fleming moved to approve an Ordinance authorizing the request to rezone a 0.564 acre of land known as Tracts 92, 92A, & 90A, in the W.W. Byers Survey, Abstract No. 29, County of Johnson, Texas located at 218 E. 8th Street, 220 E. 8th Street and a portion of 119 N. Broadway Street to change from (R1) Single Family Residential District to the (C1) Restricted Commercial District to allow for the construction of a future commercial site. Councilmember Kidd seconded the motion. The motion passed unanimously.

3. Discuss, consider, and possible action on an Interlocal agreement with Johnson County to blade overlay CR 904 in the amount of \$11,000 and authorize the Mayor to sign all necessary documents. (Staff Resource: M. Peacock)

Councilmember Kidd moved to approve an Interlocal agreement with Johnson County to blade overlay CR 904 in the amount of \$11,000 and authorize the Mayor to sign all necessary documents. Councilmember Breitenstein seconded the motion. The motion passed unanimously.

4. Discuss, consider, and possible action on an Equipment Lease Agreement with NDS/Kyocera Leasing for copier/printer needs for 60 months and authorize the City Manager to sign all necessary documents. (Staff Resource: A. Bransom)

Councilmember Breitenstein moved to approve an Equipment Lease Agreement with NDS/Kyocera Leasing for copier/printer needs for 60 months and authorize the City Manager to sign all necessary documents. Councilmember Nichols seconded the motion. The motion passed unanimously.

5. Discuss, consider, and possible action on a lease agreement with Enterprise Fleet Management for future procurement of City vehicles and authorize the City Manager to sign all necessary documents. (Staff Resource: A. Bransom)

Councilmember Kidd moved to approve a lease agreement with Enterprise Fleet Management for future procurement of City vehicles and authorize the City Manager to sign all necessary documents. Councilmember Nichols seconded the motion. The motion passed unanimously.

6. Discuss, consider, and possible action regarding the Youth Rainbow Trout Fishing Event to be held on January 15, 2022. (Staff Resource: M. Peacock)

Councilmember Kidd moved to approve to authorize a catch and keep of fish caught during the Youth Rainbow Trout Fishing Event. Councilmember Breitenstein seconded the motion. The motion passed unanimously.

Councilmember Kimble arrived at 7:22 pm.

H. STAFF REPORT

December 2021

1. Police Department Report
2. Fire Department Report
3. Municipal Court Report
4. Public Works Report
5. Development Services Report
6. City Secretary Report

I. 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. In accordance with the Texas Government Code, Section 551.074; To deliberate regarding the appointment, employment, and evaluation of a public officer or employee.

- (a) City Secretary
- (b) Municipal Judge

Mayor Hollarn announced that the City Council will recess into Executive Session at 7:26 pm.

J. RECONVENE INTO REGULAR SESSION

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

Mayor Hollarn reconvened the meeting into a regular session at 7:54 pm.

Councilmember Kimble moved to act as discussed in Executive Session. Councilmember Breitenstein seconded the motion. The motion passed unanimously.

K. FUTURE AGENDA ITEMS/REQUESTS BY COUNCILMEMBERS 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.

L. ADJOURNMENT

Mayor Hollarn adjourned the meeting at 7:55 PM.

Joe Hollarn, Mayor

ATTEST:

Alice Holloway, TRMC
City Secretary

Approved: January 20, 2022

- ## 1. Ordinance

JOINT ELECTION AGREEMENT
CITY OF JOSHUA
and the
JOSHUA INDEPENDENT SCHOOL DISTRICT

THIS AGREEMENT is made and entered into this 15th day of February, 2022, by and between the CITY OF JOSHUA, TEXAS acting by and through the City Manager or his/her designee, (hereinafter referred to as "CITY") and the JOSHUA INDEPENDENT SCHOOL DISTRICT, acting by and through its Superintendent or his designee (hereinafter referred to as "Joshua ISD").

WHEREAS, the City of Joshua and Joshua ISD will conduct Elections on May 7, 2022; and

WHEREAS, it is desirable for voter convenience and to reduce the overall cost to each entity that said elections be held jointly on May 7, 2022; NOW THEREFORE,

FOR AND IN CONSIDERATION of the mutual project referenced herein, the parties hereto agree to hold an election jointly on May 7, 2022, from 7:00 a.m. until 7:00 p.m., in accordance with Section 271.002, Texas Election Code, and that said election be conducted jointly pursuant to the terms of this agreement.

I. AGREEMENT

GENERAL TERMS:

- 1.01 On Saturday, May 7, 2022, the elections shall be held from 7:00 AM until 7:00 PM, that day at 907 South Broadway, Joshua, Texas.
- 1.02 Each political subdivision participating in the election on May 7, 2022, shall have its own election judge and clerks.
- 1.03 Each political subdivision shall be responsible for the cost of the ES&S AutoMark voting equipment.
- 1.04 Each political subdivision shall be responsible for its own ballots and Election supplies.
- 1.05 Each political subdivision shall be responsible for its own early voting.
- 1.06 Each political subdivision shall be responsible for preparing election

orders, resolutions, notices, and other pertinent documents for adoption for execution by the appropriate office; and take all actions required by law for calling the election, handling contests, canvassing the returns, and declaring the results of the election.

- 1.07 Each political subdivision, if required, shall be responsible for preparing and submitting to the U.S. Department of Justice, under Section 5 of the Voting Rights Act of 1975, the required submission on voting changes with respect to the election.

ACCEPTANCE:

On behalf of the City of Joshua, I hereby accept the terms of this Agreement.

Signed this 20th day of January 2022.

Mike Peacock
City Manager
Joshua, Texas

On behalf of the Joshua ISD, I hereby accept the terms of this Agreement.

Signed this 15th day of February 2022.

Fran Marek
Superintendent
Joshua, Texas

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, ORDERING A GENERAL ELECTION TO BE HELD ON SATURDAY, MAY 7, 2022; PROVIDING FOR THE DESIGNATION OF THE POLLING PLACE AND MANNER OF HOLDING SAID ELECTION; PROVIDING FOR THE DESIGNATION OF THE EARLY VOTING POLLING PLACE; PROVIDING FOR THE DESIGNATION OF THE EARLY VOTING CLERK; PROVIDING FOR THE POSTING AND PUBLICATION OF NOTICE; PROVIDING FOR THE APPOINTMENT OF ELECTION OFFICERS; PROVIDING A SEVERABILITY AND CONFLICTS CLAUSE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

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

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

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

SECTION 1

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

SECTION 2

A general election of the City shall be held on May 7, 2022, between the hours of 7:00 a.m. and 7:00 p.m., for the purpose of electing a Mayor for a three (3) year term, Council Member Place 1 for a three (3) year term and Council Member Place 3 for a three (3) year term.

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

SECTION 3

Voting on the date of the election, and early voting, therefore, shall be by the use of a lawfully approved voting system. The preparation of the voting equipment to be used in

connection with such voting system and the official ballots for the election shall conform to the Texas Election Code.

SECTION 4

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

SECTION 5

Early voting by personal appearance will be held at Joshua City Hall, 101 S. Main Street, Joshua, Texas, during regular business hours, which shall be from 7:30 a.m. to 5:30 p.m. on each day that is not a Friday, Saturday, Sunday, or official State holiday, and from 8:00 am to 12:00 pm (noon) on each day that is a Friday commencing on Monday, April 25, 2022, and continuing through Tuesday, May 3, 2022. Extended hours for early voting shall be Monday, May 02, 2022, from 7:00 a.m. to 7:00 p.m. and Tuesday, May 03, 2022, from 7:00 a.m. to 7:00 p.m.

SECTION 6

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

SECTION 7

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

SECTION 8

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

SECTION 9

Phyllis Swaney is hereby appointed Election Judge and Carol Mathieu is hereby appointed Alternate Election Judge for the General Election to be held on May 7, 2022.

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

The Election Judge and Alternate Judge for the general election shall also serve as the Presiding Judge and Alternate Presiding Judge for Early Voting Ballot Board and are

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

SECTION 10

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

SECTION 11

This Ordinance shall take effect from and after its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, ON THIS THE 20th DAY OF JANUARY, 2022.

Joe Hollarn, Mayor

ATTEST:

Alice Holloway, City Secretary

JOINT ELECTION AGREEMENT
CITY OF JOSHUA
and the
JOSHUA INDEPENDENT SCHOOL DISTRICT

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- 1.06 Each political subdivision shall be responsible for preparing election

orders, resolutions, notices, and other pertinent documents for adoption for execution by the appropriate office; and take all actions required by law for calling the election, handling contests, canvassing the returns, and declaring the results of the election.

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ACCEPTANCE:

On behalf of the City of Joshua, I hereby accept the terms of this Agreement.

Signed this 20th day of January 2022.

Mike Peacock
City Manager
Joshua, Texas

On behalf of the Joshua ISD, I hereby accept the terms of this Agreement.

Signed this 15th day of February 2022.

Fran Marek
Superintendent
Joshua, Texas



City Council Agenda January 20, 2022

Agenda Item: **Rezone** **(Action Item)**

Agenda Description:

Conduct a public hearing and consider approval for a rezone regarding approximately 36.283 acres of land known as Tracts 1A & 1A2, in the T.W. Baird Survey, Abstract No. 40, County of Johnson, Texas located at 1301 S. Broadway Street to change from (C1) Restricted Commercial District to the (R1) Single Family Residential District to allow for the construction of two residential homes.

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

Background Information:

HISTORY: The subject property has been vacant but has floodplain issues, a gas well pad site and various easements that prevents much of the property from being developed.

ZONING: This property is zoned (C1) Restricted Commercial District.

ANALYSIS: The proposed development of this property is to allow for the property to be platted as two lots for the construction of a residential home on each lot.

ENGINEERING RELATED ISSUES: This development will be required to final plat, the City has agreed that these matters may be part of the platting review process.

RECOMMENDATION: The proposed request complies with the Future Land Use Plan. On January 03, 2022 the Planning & Zoning Commission made a recommendation to the City Council for approval.

Financial Information:

Only cost associated with the zoning change request is the publication expense and mailing of public hearing notices to property owners within 200 ft. as required by law.

City Contact:

Aaron Maldonado, Development Services Director

Attachments:

- 1) Rezone Application
- 2) Request Letter
- 3) Legal Description
- 4) Vicinity Map
- 5) Aerial Map
- 6) Exhibit
- 7) Ordinance

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

City of Joshua Development Services Universal Application

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

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

PROJECT INFORMATION

Project Name: Dornan Acres

Project Address (Location): 1301 S Broadway, Joshua, TX 76058

Existing Zoning: Commercial Proposed Zoning: Residential

Existing Use: AG Proposed Use: Residential

Existing Comprehensive Plan Designation: Commercial Gross Acres: 36.283

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: James Dornan Company: _____

Address: 4011 Chisholm Trail Tel: 817-692-1006 Fax: _____

City: Crowley State: TX ZIP: 76036 Email: jamesdornan21@gmail.com

Property Owner: SAME Company: _____

Address: _____ Tel: _____ Fax: _____

City: _____ State: _____ ZIP: _____ Email: _____

Key Contact: SAME Company: _____

Address: _____ Tel: _____ Fax: _____

City: _____ State: _____ ZIP: _____ Email: _____

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

SIGNATURE: [Signature]

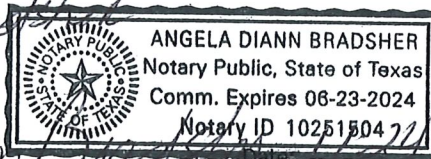
(Letter of authorization required if signature is other than property owner)

Print or Type Name: _____

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

Given under my hand and seal of office on this 24 day of November, 2021

Angela Diann Bradsher
Notary Public



Signature: Angela Diann Bradsher Date: 11-24-21

For Departmental Use Only

Case No.: P2 2021-12

Project Manager: _____

Total Fee(s): 500 -

Check No.: 1002

Date Submitted: 11-24-21

Accepted By: [Signature]

Date of Complete Application: _____

C & J Property Investments

11/22/2021

Planning and Zoning:
City Council:

I would like to introduce myself. My name is James Dornan and I am one of the new owners of 1301 S Broadway, Joshua, TX 76058. My business partner, Cindy Stringer, and I purchased the property behind Mariposa Apartments. We want to rezone the property from commercial to residential to build each of us a house for our forever home. Our intention is to leave the property as close to its current condition as possible. The improvements we plan to make are to build our homes and clean up the pond to get rid of the current swamp area and make it a more functional holding tank for water since this is a drainage area for the streets on the north side of the property.

As you probably know, there is a gas well and several oil and gas underground transportation lines zig zagging across the property, which make it next to impossible to develop for any commercial use as well as no access to dedicate a R.O.W. for commercial traffic. We want to live there and enjoy the city of Joshua. Our intentions are to build our homes on the north end of the property and graze cattle on the remainder. We would appreciate your support in our efforts to keep the property as close to its current condition as possible.

Regards,



**STATE OF TEXAS
COUNTY OF JOHNSON**

WHEREAS C & J PROPERTY INVESTMENTS, LLC. ACTING BY AND THROUGH THE UNDER SIGNED, ITS DULY AUTHORIZED AGENT, IS THE SOLE OWNER OF A TRACT OF LAND SITUATED IN THE W.T. BAIRD SURVEY, ABSTRACT NO. 40, JOHNSON COUNTY, TEXAS, BEING ALL OF THAT CERTAIN 35.283 ACRE TRACT OF LAND CONVEYED TO C & J PROPERTY INVESTMENTS, LLC., IN THAT DEED RECORDED IN INSTRUMENT NO. 2020-37562, DEED RECORDS, JOHNSON COUNTY, TEXAS (D.R.J.C.T.), TOGETHER WITH ALL OF THAT CERTAIN 1.00 ACRE TRACT OF LAND CONVEYED C & J PROPERTY INVESTMENTS, LLC., IN THAT DEED RECORDED IN INSTRUMENT NO. 2020-40316, D.R.J.C.T., AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND WITH A CAP STAMPED "FORT WORTH SURVEYING" IN THE EASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 174 (VARIABLE R-O-W) AT THE SOUTHWESTERLY CORNER OF LOT 1, BLOCK 1, MARIPOSA AT SOUTH BROADWAY, AN ADDITION TO THE CITY OF JOSHUA, ACCORDING TO THE PLAT RECORDED IN VOLUME 11, PAGE 112, P.R.J.C.T.;

THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE S 89°44'40" E ALONG THE SOUTHERLY LINE OF SAID LOT 1, BLOCK 1, A DISTANCE OF 839.92 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "FORT WORTH SURVEYING";

THENCE S 01°42'30" E, A DISTANCE OF 102.67 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "FORT WORTH SURVEYING";

THENCE S 89°47'12" E ALONG SAID SOUTHERLY LINE OF LOT 1, BLOCK 1, A DISTANCE OF 501.37 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "FORT WORTH SURVEYING" AT THE SOUTHEASTERLY CORNER OF SAID LOT 1, BLOCK 1;

THENCE N 49°32'36" E ALONG THE SOUTHEASTERLY LINE OF SAID LOT 1, BLOCK 1, A DISTANCE OF 210.33 FEET TO A 1/2" IRON ROD FOUND AT THE MOST EASTERLY CORNER OF SAID LOT 1, BLOCK 1;

THENCE N 58°26'08" W ALONG THE NORTHEASTERLY LINE OF SAID LOT 1, BLOCK 1, A DISTANCE OF 188.07 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "FORT WORTH SURVEYING";

THENCE N 58°05'13" W CONTINUING ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 1030.29 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "RPLS 5544" IN THE NORTH LINE OF SAID 35.283 ACRE TRACT AT THE NORTHEASTERLY CORNER OF SAID LOT 1, BLOCK 1, FROM WHICH A 1/2" IRON ROD FOUND BEARS S 34°49'54" E, 1.25 FEET;

THENCE N 89°45'25" E ALONG SAID NORTH LINE, A DISTANCE OF 809.26 FEET TO A 1/2" IRON ROD FOUND;

THENCE CONTINUING ALONG SAID NORTH LINE N 89°36'40" E, A DISTANCE OF 950.80 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "RPLS 5544" AT THE SOUTH WEST CORNER OF LOT 21, BLOCK 2, ORCHARD GROVE ESTATES, ACCORDING TO THAT PLAT RECORDED IN VOLUME 6, PAGE 21, PLAT RECORDS, JOHNSON COUNTY, TEXAS;

THENCE N 24°38'43" E ALONG THE NORTHWESTERLY LINE OF SAID LOT 21, BLOCK 2, A DISTANCE OF 110.95 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "RPLS 5544" IN THE SOUTHERLY RIGHT-OF-WAY LINE OF APPLE COURT (60' R-O-W) AT THE NORTHWESTERLY CORNER OF SAID LOT 21, BLOCK 2 AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 60.00 FEET, WHOSE LONG CHORD BEARS S 88°21'00" E, 48.16 FEET;

THENCE WITH SAID NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE 47°19'28", AN ARC LENGTH OF 49.56 FEET TO A 1/2" IRON ROD SET WITH CAP STAMPED "RPLS 5544" AT THE NORTHEAST CORNER OF SAID LOT 21, BLOCK 2;

THENCE S 23°06'05" E ALONG THE NORTHEAST LINE OF SAID LOT 21, BLOCK 2, A DISTANCE OF 107.12 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "FORT WORTH SURVEYING" AT THE SOUTHEAST CORNER OF SAID LOT 21, BLOCK 2 AND AT THE NORTHWEST CORNER OF SAID 1.00 ACRE TRACT;

THENCE N 89°36'40" E ALONG THE NORTH LINE OF SAID 1.00 ACRE TRACT, A DISTANCE OF 84.07 FEET TO A 1/2" IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID 1.00 ACRE TRACT;

THENCE S 00°27'24" W ALONG THE EAST LINE OF SAID 1.00 ACRE TRACT AND THE EAST LINE OF SAID 35.283 ACRE TRACT, A DISTANCE OF 1065.12 FEET TO A 30" OAK TREE FOUND AT THE SOUTHEAST CORNER OF SAID 35.283 ACRE TRACT;

THENCE S 89°37'40" W ALONG THE SOUTH LINE OF SAID 35.283 ACRE TRACT, A DISTANCE OF 732.84 FEET TO A 1/2" IRON ROD FOUND;

THENCE S 89°33'22" W CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 551.94 FEET TO A 1/2" IRON ROD FOUND;

THENCE S 89°34'41" W CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 271.94 FEET TO A 1/2" IRON ROD FOUND;

THENCE N 89°45'57" W CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 63.49 FEET TO A 3/8" IRON ROD FOUND AT THE MOST SOUTH SOUTHWEST CORNER OF SAID 35.283 ACRE TRACT;

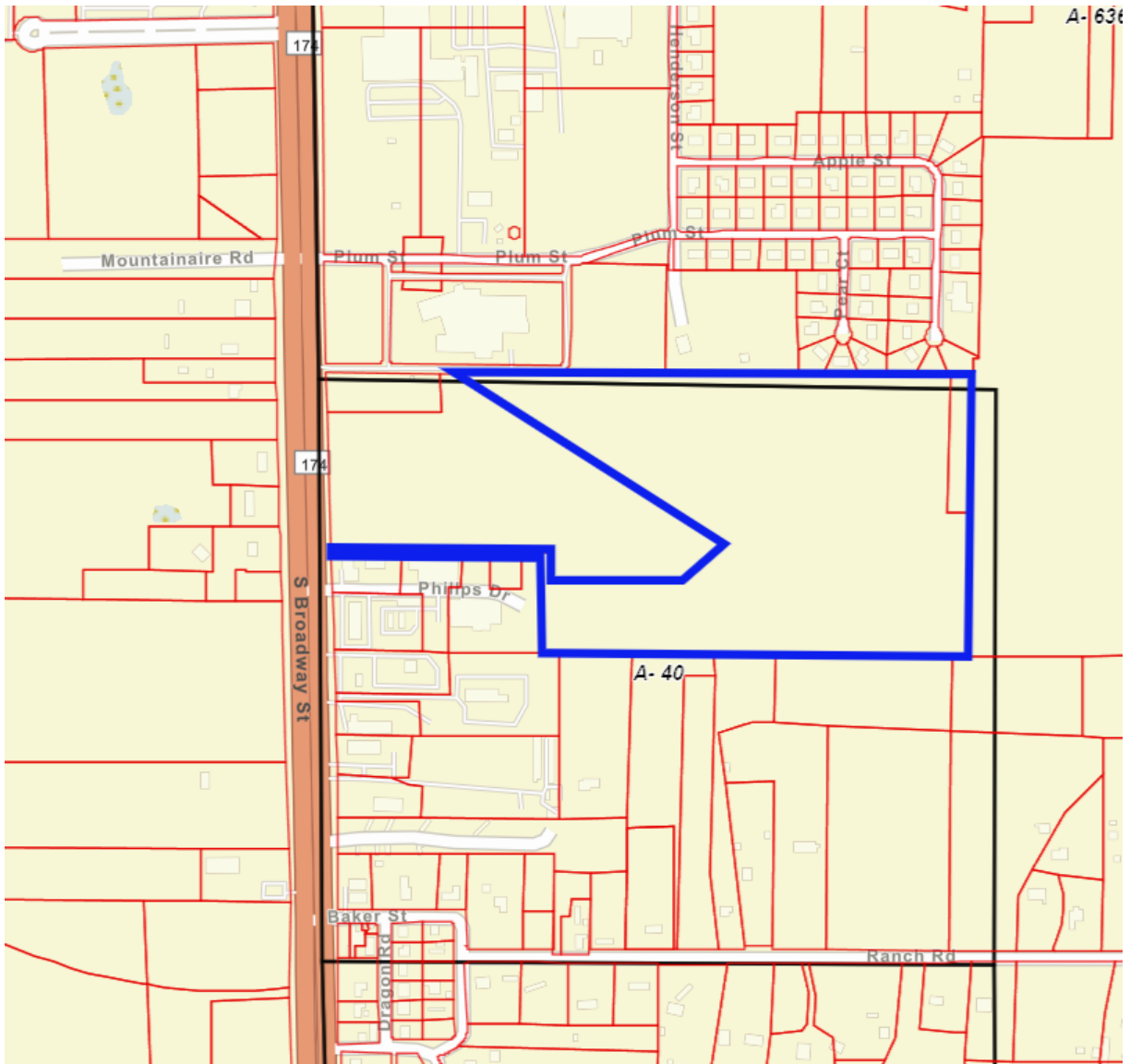
THENCE LEAVING SAID MOST SOUTHERLY SOUTHWEST CORNER N 01°48'45" W, A DISTANCE OF 360.12 FEET TO A 3/8" IRON ROD FOUND;

THENCE N 89°44'50" W, A DISTANCE OF 809.30 FEET TO A 1/2" IRON ROD FOUND IN SAID EASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 174;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE N 01°29'07" W, A DISTANCE OF 29.66 FEET TO THE POINT OF BEGINNING AND CONTAINING 36.283 ACRES OF LAND, MORE OR LESS.

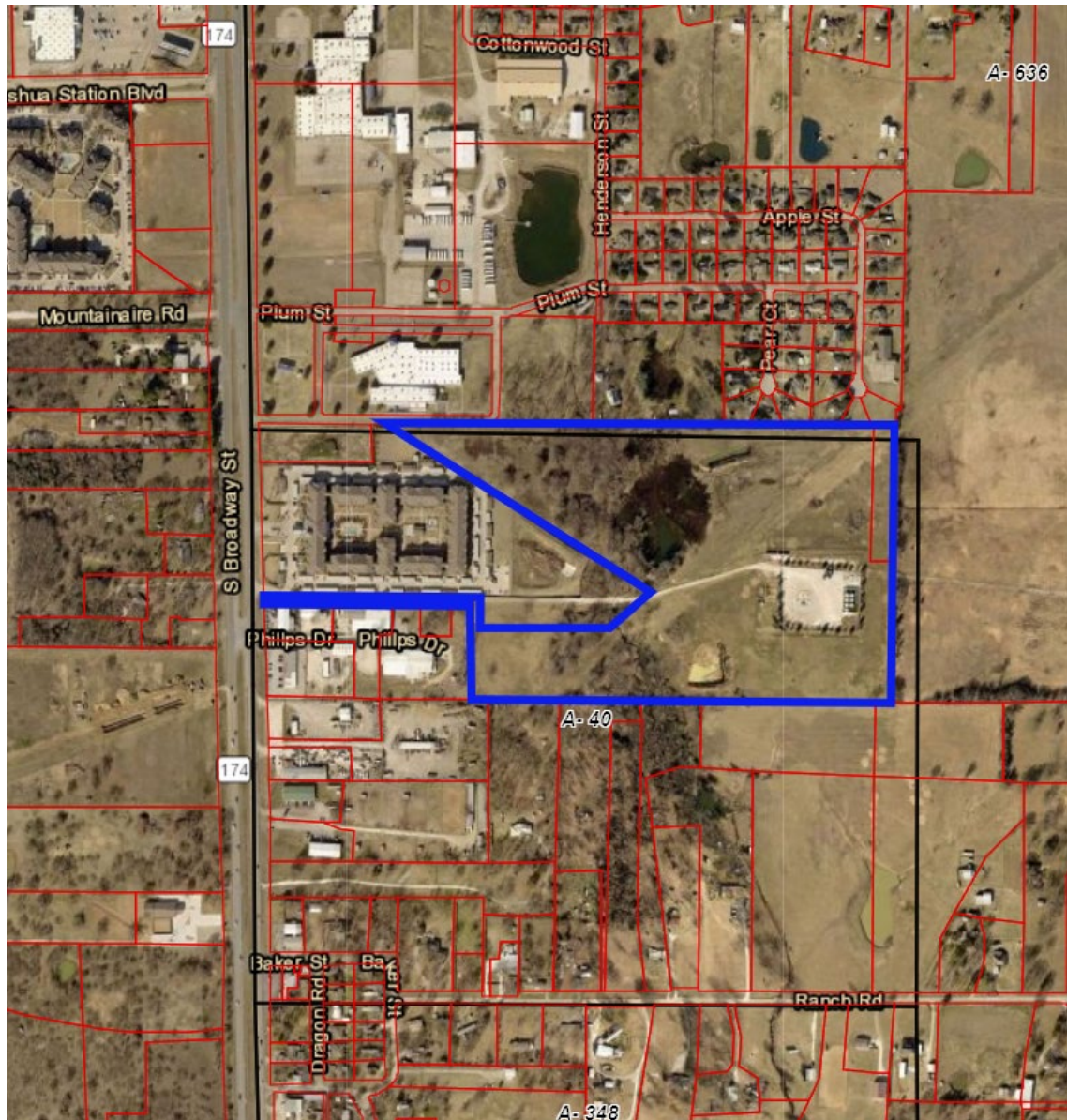


Vicinity Map





Aerial Map



PROPERTY ADDRESS:
1301 S. BROADWAY STREET
JOSHUA, TEXAS 76058

SURVEYOR

CURVE TABLE				
CURVE	ARC LENGTH	DILTA ANGLE	C HEDGING	C LENGTH
(C1)	36.03°	(60.00°)		
C1	49.26	60.00	4.71978°	54.71°

LINE TABLE		
LINE	WAVELENGTH	DISTANCE
1.000	(500.72.00 W)	2.0 E 0
1.01	NO. 1.23.07 W	
1.02	(500.74.15 E)	(4.00)
1.03	NO. 2.0.76 W	14.00
1.04	(500.76.72 W)	(4.00)
1.05	NO. 4.5.7 W	6.0 E 0

LEGEND	
PLW	PIPELINE MARKER

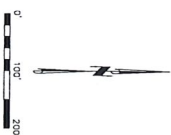
FLOOD ZONE NOTE:

ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY
PANEL NO. 48231C010J DATED DECEMBER 4, 2012, THE SUBJECT
PROPERTY IS LOCATED WITHIN THE FOLLOWING FLOOD ZONE:

ZONE X:	AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN.
ZONE A:	NO BASE FLOOD ELEVATIONS DETERMINED.

BASIS OF BEARINGS

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



JOHNSON COUNTY, TEXAS

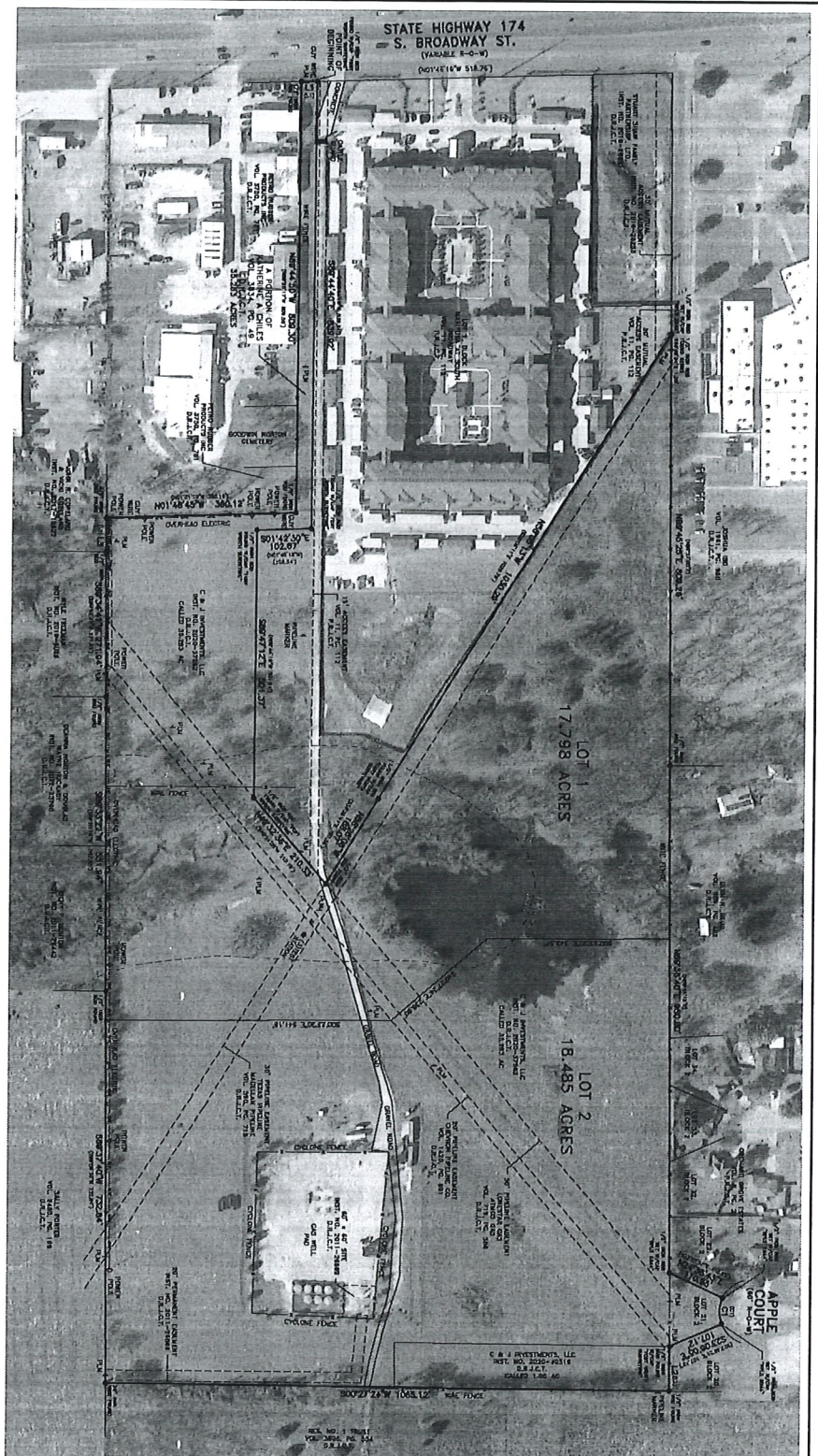
A TRACT OF LAND SITUATED IN THE N. 1/4, 33.63 ACRES, ABSTRACT NO. 48, JOHNSON COUNTY, TEXAS, BEING ALL OF THAT CERTAIN 33.63 ACRES TRACT OF LAND CONVEYED TO C & J JOHNSON COMPANY, L.L.C., BY DEED RECORDED IN INSTRUMENT NO. 2070-17562, DEED RECORDS JOHNSON COUNTY, TEXAS, DATED 11/12/21, AND BEING THE ENTIRE UNDIVIDED TRACT OF LAND CONVEYED TO C & J JOHNSON COMPANY, L.L.C., BY DEED RECORDED IN INSTRUMENT NO. 2070-42318, D.M.C.I., DATED 11/12/21.

AN EXHIBIT OF
36.283 ACRES
OF LAND SITUATED IN THE
T.W BAIRD SURVEY
ABSTRACT NO. 40

JOHNSON COUNTY, TEXAS

11/12/21

2018083-02



LEGAL DESCRIPTION:

[illegible]

CITY OF JOSHUA, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF JOSHUA, TEXAS, BY CHANGING THE ZONING ON PROPERTY LOCATED AT 1301 S. BROADWAY, IN THE CITY OF JOSHUA, TEXAS, CONSISTING OF APPROXIMATELY 36.283 ACRES OF LAND MORE PARTICULARLY DESCRIBED AS TRACTS 1A & 1A2, IN THE T.W. BAIRD SURVEY, ABSTRACT NO. 40, IN THE CITY OF JOSHUA, JOHNSON COUNTY, TEXAS, FROM THE (C1), RESTRICTED COMMERCIAL DISTRICT, TO (R1), SINGLE FAMILY RESIDENTIAL DISTRICT; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the City Council of the City of Joshua, Texas, after a public notice and public hearing as required by law, and upon due deliberation and consideration of the recommendation of said Planning and Zoning Commission and of all testimony and information submitted during said public hearing, has determined that, in the public's best interest and support of the health, safety, morals and general welfare of the citizens of the City, the zoning of the property described herein shall be changed to allow for a Zone Change on said property, and that the official zoning map of the City of Joshua, Texas, shall be amended to reflect the rezoning of the property herein described.

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

SECTION 1

All of the above premises are found to be true and correct legislative and factual determinations of the City of Joshua, Texas, and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2

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

That the property located at 1301 S. Broadway Street, more particularly described as Tracts 1A & 1A2, in the T.W. Baird Survey, Abstract No. 40, in the City of Joshua, Johnson County, Texas, presently zoned as Restricted Commercial District (C1) is hereby changed to Single Family Residential District (R1), subject to the terms and provisions of the City's Zoning Ordinance, contained in Exhibit A to Chapter 14 of the City's Code of Ordinances, as amended.

SECTION 3

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

SECTION 4

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section, and said remaining portions shall remain in full force and effect.

SECTION 5

Any person, firm or corporation who violates any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished by fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense, and each and every day such violation shall continue shall constitute a separate offense.

SECTION 6

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

DULY PASSED AND APPROVED by the City Council of the City of Joshua, Texas, this the 20th day of January, 2022.

Joe Hollarn, Mayor

ATTEST:

Alice Holloway, City Secretary

APPROVED AS TO FORM:

Terrence S. Welch, City Attorney

Notice of Public Hearing

Notice is hereby given that the City of Joshua's Planning and Zoning Commission and City Council will conduct public hearings to consider the request for a zoning change from the (C1) Restricted Commercial District to the (R1) Single Family Residential District on approximately 36.283 acre tract of land in the T.W. Baird Survey, Abstract No. 40, Tract 1A and 1A2, County of Johnson, Texas, located at 1301 S. Broadway St. The purpose of this request is to allow for the construction of two residential homes.

The Planning and Zoning Commission will conduct its public hearing on January 3, 2022, at 6:30 PM, and the City Council will conduct its public hearing and consideration on January 20, 2022, at 6:30 PM. Both meetings will be held in the City Council Chambers at Joshua City Hall, 101 South Main Street, Joshua, TX 76058.

Correction from the 12/16/2021 publication.



City Council Agenda January 20, 2022

Agenda Item: Ordinance (Action Item)

Agenda Description:

Discuss, consider, and possible action on an Ordinance by the City Council of the City of Joshua, Texas authorizing the issuance of “City of Joshua, Texas Tax Notes, Series 2022”, levying an annual ad valorem tax, within the limitations prescribed by law, for the payment of the obligations; prescribing the form, terms, conditions, and resolving other matters incident and related to the issuance, sale, and delivery of the Obligations; authorizing the execution of a payment agent/registrar agreement and a purchase and investment letter; complying with the letter of representations previously executed with the Depository Trust Company; authorizing the execution of any necessary engagement agreement with the City’s financial advisors and/or bond counsel, and providing an effective date. (Staff Resource: M. Peacock)

Background Information:

Presentation will be given at the meeting.

Financial Information: NA

None

City Contact and Recommendations:

Mike Peacock, City Manager

Attachments:

1. Ordinance

DRAFT

ORDINANCE

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

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

WHEREAS, in accordance with the provisions of the Act, the Governing Body hereby finds and determines that anticipation notes should be issued and sold at this time to finance the costs of paying contractual obligations to be incurred for (1) acquiring vehicles, capital equipment, and heavy machinery to be used on a City-wide basis, including a fire truck and mowing tractor; and (2) paying professional services related to the design, construction, project management, and financing of the aforementioned projects; and

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

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

SECTION 1: Authorization - Designation - Principal Amount - Purpose. General obligation notes of the Issuer shall be and are hereby authorized to be issued in the aggregate principal amount of _____ THOUSAND AND NO/100 DOLLARS (\$_____), to be designated and bear the title of “CITY OF JOSHUA, TEXAS TAX

NOTES, SERIES 2022” (the *Obligations*), for the purpose of providing funds for (1) acquiring vehicles, capital equipment, and heavy machinery to be used on a City-wide basis, including a fire truck and mowing tractor; and (2) paying professional services related to the design, construction, project management, and financing of the aforementioned projects, all in conformity with the laws of the State of Texas, particularly Chapter 1431, as amended, Texas Government Code, and an ordinance adopted by the Governing Body on January 20, 2022.

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

<u>Years of Stated Maturity</u>	<u>Principal Amounts (\$)</u>	<u>Interest Rates (%)</u>
2023		
2024		
2025		
2026		
2027		
2028		
2029		

The Obligations shall bear interest on the unpaid principal amounts from the Closing Date (anticipated to occur on February 8, 2022) or from the most recent Interest Payment Date to which interest has been paid or duly provided for, to Stated Maturity, while Outstanding, at the rates per annum shown in the above schedule (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Obligations shall be payable on February 1 and August 1 in each year (each, an *Interest Payment Date*), commencing February 1, 2023, while the Obligations are Outstanding.

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

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

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

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

Principal of and premium, if any, on the Obligations shall be payable only upon presentation and surrender of the Obligations to the Paying Agent/Registrar at its corporate trust office. Interest on the Obligations shall be paid to the Holder whose name appears in the Security Register at the close of business on the fifteenth day of the month next preceding an Interest Payment Date for the Obligations (the *Record Date*) and shall be paid (i) by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, by the Paying Agent/Registrar, to the address of the Holder appearing in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested in writing by the Holder at the Holder's risk and expense.

If the date for the payment of the principal of, premium, if any, or interest on the Obligations shall be a Saturday, a Sunday, a legal holiday, or a day on which banking institutions in the city where the corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day

which is not such a day. The payment on such date shall have the same force and effect as if made on the original date any such payment on the Obligations was due.

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

SECTION 4: No Redemption. The Obligations are not subject to redemption prior to Stated Maturity.

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

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

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

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

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

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

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

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

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

therefor; all pursuant to and in accordance with such written instructions from the Purchasers, or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 8: FORMS.

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

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

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B. Form of Definitive Obligations.

REGISTERED
NO. _____

REGISTERED
PRINCIPAL AMOUNT
\$ _____

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

Dated Date:
January 1, 2022

Interest Rate:

Stated Maturity:

CUSIP NO:

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ DOLLARS

The City of Joshua, Texas (the *Issuer*), a body corporate and a municipal corporation in the County of Johnson, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner specified above, or the registered assigns thereof, on the Stated Maturity date specified above, the Principal Amount specified above, and to pay interest on the unpaid Principal Amount hereof from the Closing Date, anticipated to occur on or about February 8, 2022, or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for until such Principal Amount has become due and payment thereof has been made or duly provided for, to Stated Maturity, while Outstanding, at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 1 and August 1 of each year (each, an *Interest Payment Date*) commencing February 1, 2023.

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

This Obligation is one of the series specified in its title issued in the aggregate principal amount of \$_____ (the *Obligations*) pursuant to an ordinance adopted by the Governing Body of the Issuer (the *Ordinance*), for the purpose of (1) acquiring vehicles, capital equipment, and heavy machinery to be used on a City-wide basis, including a fire truck and mowing tractor; and (2) paying professional services related to the design, construction, project management, and financing of the aforementioned projects, all in conformity with the laws of the State of Texas, including Chapter 1431, as amended, Texas Government Code, and an ordinance adopted by the Governing Body on January 20, 2022.

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

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

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

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

The Issuer and the Paying Agent/Registrar, and any agent of either, shall treat the Holder hereof whose name appears on the Security Register (i) on the Record Date as the owner hereof for purposes of receiving payment of interest hereon, (ii) on the date of surrender of this Obligation as the owner hereof for purposes of receiving payment of principal hereof at its Stated Maturity, and (iii) on any other date as the owner hereof for all other purposes, and neither the Issuer nor the Paying Agent/Registrar, or any such agent of either, shall be affected by notice to the contrary. In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a *Special Record Date*) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the *Special Payment Date* - which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United

States mail, first-class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

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

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

CITY OF JOSHUA, TEXAS

By _____
Mayor

ATTEST:

City Secretary

(CITY SEAL)

[The remainder of this page intentionally left blank.]

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

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

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

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

WITNESS my signature and seal of office this _____

Comptroller of Public Accounts
of the State of Texas

(SEAL)

*NOTE TO PRINTER: Do Not Print on Definitive Obligations.

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

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

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

Registered this date: _____, _____, _____,
as Paying Agent/Registrar

By: _____
Authorized Signature

*NOTE TO PRINTER: Print on Definitive Obligations.

E. Form of Assignment.

ASSIGNMENT

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

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

DATED: _____

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

Signature guaranteed:

[The remainder of this page intentionally left blank.]

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

- (i) immediately under the name of the Obligation the headings “Interest Rate ____” and “Stated Maturity ____” shall both be completed “as shown below”;
- (ii) the first two paragraphs shall read as follows:

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____

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

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

(Information to be inserted from
schedule in Section 2 hereof).

and to pay interest on the unpaid Principal Amount hereof from the Closing Date (anticipated to occur on February 8, 2022) or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for until the Principal Amount has become due and payment thereof has been made or duly provided for, to Stated Maturity, while Outstanding, at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 1 and August 1 of each year, (each, an *Interest Payment Date*) commencing February 1, 2023.

Principal of this Obligation shall be payable to the Registered Owner hereof (the *Holder*), upon its presentation and surrender, to Stated Maturity, while Outstanding at the corporate trust office _____, _____, _____ (the *Paying Agent/Registrar*). Interest shall be payable to the Holder of this Obligation whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the fifteenth day of the month next preceding each Interest Payment Date. All payments of principal of and interest on this Obligation shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder hereof.

[END OF FORMS]

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

[BOND INSURANCE] or [STATEMENT OF INSURANCE]

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

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

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

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

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

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

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

quality by a nationally recognized investment rating firm not less than AAA or its equivalent; or (iv) any additional securities and obligations hereafter authorized by the laws of the State of Texas as eligible for use to accomplish the discharge of obligations such as the Obligations.

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

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

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

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

K. The term *Ordinance* shall mean this ordinance finally adopted by the Governing Body of the Issuer on January 20, 2022.

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

(1) those Obligations canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Obligations for which payment has been duly provided by the Issuer in accordance with the provisions of Section 21 of this Ordinance; and

(3) those Obligations that have been mutilated, destroyed, lost, or stolen and replacement Obligations have been registered and delivered in lieu thereof as provided in Section 17 of this Ordinance.

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

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

SECTION 10: Obligation Fund – Investments. For the purpose of paying the interest on and to provide a sinking fund for the payment and retirement of the Obligations, there shall be and is hereby created a special Fund to be designated “TAX NOTES, SERIES 2022, INTEREST AND SINKING FUND” (the *Obligation Fund*), which Fund shall be kept and maintained at the Depository, and money deposited in such Fund shall be used for no other purpose and shall be maintained as provided in Section 19. Authorized Officials of the Issuer are hereby authorized and directed to make withdrawals from the Obligation Fund sufficient to pay the principal of,

premium, if any, and interest on the Obligations as the same become due and payable, or the purchase price thereof, and shall cause to be transferred to the Paying Agent/Registrar from money on deposit in the Obligation Fund an amount sufficient to pay the amount of principal and/or interest stated to mature on the Obligations, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the business day next preceding each interest and principal payment date for the Obligations.

Pending the transfer of funds to the Paying Agent/Registrar, money deposited in any Fund created and established pursuant to the provisions of this Ordinance may, at the option of the Issuer, may be placed in time deposits, certificates of deposit, guaranteed investment contracts, or similar contractual agreements, as permitted by the provisions of the Public Funds Investment Act, as amended, Chapter 2256, Texas Government Code, secured (to the extent not insured by the Federal Deposit Insurance Corporation) by obligations of the type hereinafter described, or be invested, as authorized by any law, including investments held in book-entry form, in securities including, but not limited to, direct obligations of the United States of America, obligations guaranteed or insured by the United States of America, which, in the opinion of the Attorney General of the United States, are backed by its full faith and credit or represent its general obligations, or invested in indirect obligations of the United States of America, including, but not limited to, evidences of indebtedness issued, insured or guaranteed by such governmental agencies as the Federal Land Banks, Federal Intermediate Credit Banks, Banks for Cooperatives, Federal Home Loan Banks, Government National Mortgage Association, Small Business Administration, Farmers Home Administration, Federal Home Loan Mortgage Association, or Federal Housing Association; provided that all such deposits and investments shall be made in such a manner that the money required to be expended from such Fund will be available at the proper time or times. All interest and income derived from deposits and investments in any fund established pursuant to the provisions of this Ordinance shall be credited to, and any losses debited to, such Fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Obligations.

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

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

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

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

SECTION 14: Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the Issuer covenants and agrees particularly that in the event the Issuer (a) defaults in the payments to be made to the Obligation Fund or (b) defaults in the observance or performance of any other of the covenants, conditions, or obligations set forth in this Ordinance, the Holders of any of the Obligations shall be entitled to seek a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing body of the Issuer and other officers of the Issuer to observe and perform any covenant, condition, or obligation prescribed in this Ordinance.

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

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

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Holders. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying

Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

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

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

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

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

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

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

SECTION 18: Sale of Obligations – Purchase and Investment Letter Approval – Use of Obligation Proceeds. The Obligations authorized by this Ordinance are hereby sold by the Issuer to _____, _____, _____ (the *Purchaser*, having all the rights, benefits, and obligations of a Holder), in accordance with the provisions of a Purchase and Investment Letter

(the *Purchase Contract*), dated January 20, 2022 attached hereto as Exhibit B and incorporated hereby by reference as a part of this Ordinance for all purposes. The pricing and terms of the sale of the Obligations are hereby found and determined to be the most advantageous reasonably obtainable by the Issuer. The Initial Obligation shall be registered in the name of _____. The Mayor of the Issuer is hereby authorized and directed to execute the Purchase Contract for and on behalf of the Issuer and as the act and deed of this Governing Body, and in regard to the approval and execution of the Purchase Contract, the Governing Body hereby finds, determines and declares that the representations, warranties, and agreements of the Issuer contained in the Purchase Contract are true and correct in all material respects and shall be honored and performed by the Issuer. Delivery of the Obligations to the Purchasers shall occur as soon as practicable after the adoption of this Ordinance, upon payment therefor in accordance with the terms of the Purchase Contract.

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

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

(2) The balance of the proceeds derived from the sale of the Obligations (after paying costs of issuance) shall be deposited into the special construction account or accounts created for the projects to be constructed with the proceeds of the Obligations. This special construction account shall be established and maintained at the Depository and shall be invested in accordance with the provisions of Section 10 of this Ordinance. Interest earned on the proceeds of the Obligations pending completion of construction of the projects financed with such proceeds shall be accounted for, maintained, deposited, and expended as permitted by the provisions of Chapter 1201, as amended, Texas Government Code, or as required by any other applicable law. Thereafter, such amounts shall be expended in accordance with Section 12 of this Ordinance.

SECTION 19: Covenants to Maintain Tax-Exempt Status.

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

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

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

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

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

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

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

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

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

Yield of

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

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

B. Not to Cause Interest to Become Taxable. The Issuer shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Obligations to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the Issuer receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Obligation, the Issuer shall comply with each of the specific covenants in this Section.

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

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

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

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

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

F. Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the Issuer shall not take or omit to take any action which would cause the Obligations to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

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

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

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

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

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

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

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

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

- (1) the Issuer is a governmental unit with general taxing powers;
- (2) 95% of the Net Proceeds of the Obligations and all income from the investment thereof will be used for the governmental activities of the Issuer;
- (3) the aggregate face amount, within the meaning of Section 1.148-8(c)(1) of the Regulations, of all debt obligations (other than private activity bonds) issued or expected to be

issued by the Issuer or any subordinate entity in the calendar year in which the Obligations are issued is not reasonably expected to exceed \$5,000,000; and

(4) the Issuer otherwise satisfies the requirements of paragraph (4)(c) of section 148(f) of the Code and Section 1.148-8 of the Regulations and rulings thereunder.

K. Obligations Not Hedge Bonds.

(1) The Issuer reasonably expects to spend at least 85% of the spendable proceeds of the Obligations within three years after such Obligations are issued.

(2) Not more than 50% of the proceeds of the Obligations will be invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of 4 years or more.

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

M. Qualified Tax-Exempt Obligations. The Issuer hereby designates the Obligations as *qualified tax-exempt obligations* for purposes of section 265(b) of the Code. In furtherance of such designation, the Issuer represents, covenants and warrants the following: (a) during the calendar year in which the Obligations are issued, the Issuer (including any subordinate entities) has not designated nor will designate obligations, which when aggregated with the Obligations, will result in more than \$10,000,000 of “qualified tax-exempt obligations” being issued; (b) the Issuer reasonably anticipates that the amount of tax-exempt obligations issued during the calendar year 2021 by the Issuer (including any subordinate entities) will not exceed \$10,000,000; and (c) the Issuer will take such action or refrain from such action as is necessary in order that the Obligations will not be considered “private activity bonds” within the meaning of section 141 of the Code.

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

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

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

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

Any money so deposited with the Paying Agent/Registrar, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Obligations, or any principal amount(s) thereof, or interest thereon with respect to which such money has been so deposited shall be remitted to the Issuer or deposited as directed by the Issuer. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Obligations and remaining unclaimed for a period of three (3) years after the Stated Maturity of the Obligations, such money was deposited and is held in trust to pay shall upon the request of the Issuer be remitted to the Issuer against a written receipt therefor, subject to the unclaimed property laws of the State of Texas.

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

SECTION 23: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Obligations. It is expressly provided, however, that the presence or absence of CUSIP numbers

on the definitive Obligations shall be of no significance or effect as regards the legality thereof, and neither the Issuer nor attorneys approving said Obligations as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Obligations.

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 36: Continuing Disclosure Undertaking.

A. Definitions.

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

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

SEC means the United States Securities and Exchange Commission.

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

SECTION 37: Book-Entry Only System.

The Obligations may be registered so as to participate in a securities depository system (the *DTC System*) with the Depository Trust Company, New York, New York, or any successor entity thereto (*DTC*), as set forth herein. Each Stated Maturity of the Obligations shall be issued (following cancellation of the Initial Obligation described in Section 7) in the form of a separate single definitive Obligation. Upon issuance, the ownership of each such Obligation shall be registered in the name of Cede & Co., as the nominee of DTC, and all of the Outstanding Obligations shall be registered in the name of Cede & Co., as the nominee of DTC. The Issuer and the Paying Agent/Registrar are authorized to execute, deliver, and take the actions set forth in such letters to or agreements with DTC as shall be necessary to effectuate the DTC System, including the Letter of Representations attached hereto as Exhibit C (the *Representation Letter*).

With respect to the Obligations registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any broker-dealer, bank, or other financial institution for which DTC holds the Obligations from time to time as securities depository (a *Depository Participant*) or to any person on behalf of whom such a Depository Participant holds an interest in the Obligations (an *Indirect Participant*). Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any Depository Participant with respect to any ownership interest in the Obligations, (ii) the delivery to any Depository Participant or any other person, other than a registered owner of the Obligations, as shown on the Security Register, of any notice with respect to the Obligations, including any notice of redemption, or (iii) the delivery to any Depository Participant or any Indirect Participant or any other Person, other than a Holder of an Obligation, of any amount with respect to principal of, premium, if any, or interest on the Obligations. While in the DTC System, no person other than Cede & Co., or any successor thereto, as nominee for DTC, shall receive a bond certificate evidencing the obligation of the Issuer to make payments of principal, premium, if any, or interest on the Obligations pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks or drafts being mailed to the Holder, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

In the event that (a) the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (b) the Representation Letter shall be terminated for any reason, or (c) DTC or the Issuer determines that it is in the best interest of the beneficial owners of the Obligations that they be able to obtain certificated Obligations, the Issuer shall notify the Paying Agent/Registrar, DTC, and the Depository Participants of the availability within a reasonable period of time through DTC of bond certificates, and the Obligations shall no longer be restricted to being registered in the name of Cede & Co., as nominee

of DTC. At that time, the Issuer may determine that the Obligations shall be registered in the name of and deposited with a successor depository operating a securities depository system, as may be acceptable to the Issuer, or such depository's agent or designee, and if the Issuer and the Paying Agent/Registrar do not select such alternate securities depository system then the Obligations may be registered in whatever name or names the Holders of Obligations transferring or exchanging the Obligations shall designate, in accordance with the provisions hereof.

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

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

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

SECTION 40: Accounting Reports. The Issuer shall provide annually to the Purchasers, for so long as they are the holder of the Obligations, within 270 days after the end of each fiscal year ending in or after 2021, financial information and operating data with respect to the Issuer; provided that such financial statements so to be provided shall be (1) prepared in accordance with the generally accepted accounting principles, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to Texas law or regulations, and (2) audited, if

the Issuer commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the Issuer shall provide (1) unaudited financial statements for the applicable fiscal year within 270 days after the end of such fiscal year, and (2) audited financial statements for the applicable fiscal year to the Purchasers when and if the audit report on such statements become available.

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

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

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PASSED AND ADOPTED by the City Council of the City of Joshua, Texas, this the 20th day of January, 2022.

CITY OF JOSHUA, TEXAS

Mayor

ATTEST:

City Secretary

(CITY SEAL)

INDEX TO EXHIBITS

Exhibit A Paying Agent/Registrar Agreement

Exhibit B Purchase Contract

Exhibit C DTC Letter of Representations

EXHIBIT A

Paying Agent/Registrar Agreement

See Tab No. __

EXHIBIT B
Purchase Contract

See Tab No. __

EXHIBIT C

DTC Letter of Representations

See Tab No. __



City Council Agenda January 20, 2022

Agenda Item: Minute Resolution (Action Item)

Agenda Description:

Discuss, consider, and possible action regarding a request to authorize the painting of the business name on the front of the building located at 107 N. Main Street-Suite B.

Background Information:

6.16.9 DESIGN STANDARDS.

D. Signage Requirements. All signage for new buildings/uses or change in use shall comply with these requirements at the time of sign permit:

1. Attached or Building Mounted Signage.
 - a. Attached signage may be internally or externally illuminated.
 - b. A sign permit shall be required for all signage.
 - c. Only one attached sign shall be allowed per business per public street frontage.
 - d. Projecting signs shall be allowed provided that they do not extend more than three feet (3') from the wall surface. If projecting signs are used, a detached monument sign shall not be allowed. Vertically oriented (projection sign) signage in height shall not exceed four feet (4') in height and two feet (2') in width and shall be placed ten feet (10') above grade.

- e. All attached signage shall not exceed thirty-six (36) square feet in total surface area.
- f. Horizontally oriented signage shall not exceed thirty-six inches (36") in total height for buildings with one primary use. Buildings with multi-tenants may have signs for tenants, which shall not exceed fourteen inches (14").
- g. Letters and graphics shall be allowed on awnings or canopies provided that they do not exceed nine inches (9") in height. Total advertising area on awnings shall not exceed twenty (20) square feet.
- h. Sign materials shall consist of wood, metal, material that resembles wood or metal, or masonry with painted, engraved, or mounted letters.
- i. Signs must be located on the facade in areas designated for this function; for example, a recessed or framed area or a parapet panel between shop-front and roofline.
- j. Color, materials, sizes, shapes, and lighting of signs must be compatible with the architecture of the building, the business it identifies and the character of the surrounding area.
- k. Sign shapes must be simple and straightforward to communicate well. Signs as symbols are permitted and encouraged because they are easily read and add to the vitality of a storefront.
- l. Portable signs such as menu boards for restaurants or to direct customers to parking areas shall be allowed provided they are stored indoors after hours of operation.
- m. Wall murals shall be considered on a case-by-case basis and approved by the Heritage Preservation Committee or the City Council as an element of a site plan application.
- n. Each building shall be allowed to display one temporary parking directional sign only on weekends until the City installs permanent parking directional signs. These temporary parking directional signs shall be no taller than three feet (3') in height and six (6) square feet in total surface area.

Financial Information: NA

None

City Contact and Recommendations:

On January 06, 2022 the Heritage Preservation Committee made a recommendation to the City Council for approval of the painted sign.

Aaron Maldonado

Director of Development Services

Attachments:

1. Element of a Site Plan Application
2. Applicant Letter
3. Site Plan
4. Picture of Sign

City of Joshua Development Services Universal Application

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

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

PROJECT INFORMATION

Project Name: THE BRICKHOUSE GRILL
Project Address (Location): 107 N. MAIN ST Suite B JOSHUA TX 76058
Existing Zoning: C1 Proposed Zoning: _____
Existing Use: _____ Proposed Use: RESTAURANT
Existing Comprehensive Plan Designation: _____ Gross Acres: _____

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

APPLICANT INFORMATION

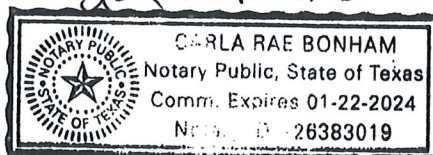
Applicant: ROBERT CAUSEY Company: BRICKHOUSE PARTNERS LLC
Address: 315 N. MAGNOLIA AVE Apt 335 Tel: 239-331-1972 Fax: _____
City: FT WORTH State: TX ZIP: 76104 Email: thebrickhouse.joshua@gmail.com
Property Owner: FRIS MADDUX Company: MADDUX GROUP
Address: P.O. Box 516 Tel: 817-648-6168 Fax: _____
City: JOSHUA State: TX ZIP: 76058 Email: maddux.kristoffer@themadduxgroup.com
Key Contact: ROBERT CAUSEY Company: BRICKHOUSE PARTNERS LLC
Address: 315 N. MAGNOLIA AVE Apt 335 Tel: 239-331-1972 Fax: _____
City: FT. WORTH State: TX ZIP: 76104 Email: thebrickhouse.joshua@gmail.com

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

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

Print or Type Name: ROBERT CAUSEY
Known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration expressed and in the capacity therein stated.
Given under my hand and seal of office on this 22 day of December 2021

[Signature]
Notary Public



Signature [Signature] Date: 12/22/21

For Departmental Use Only

Case No.: HPOD 2021-02

Project Manager: _____

Total Fee(s): 150

Check No.: VISA

Date Submitted: 12-21-21

Accepted By: [Signature]

Date of Complete Application _____

To Whom it may concern.

We are seeking permission to paint our restaurant name on the front of our building located at 107 N Main St Suite B . In Joshua Texas. Thanks for your time and consideration on this matter.

Sincerely,

Robert Causey
Owner



1 ELEVATION
3/16" = 1'-0"



THE
BRICKHOUSE
GRILL
107 N. MAIN ST
ANN ARBOR, MI 48103
PROJECT NO. 1814

THE BRICKHOUSE GRILL
107 N. MAIN ST

T6_1814

ISSUE DATE
12_15_2021

ISSUED FOR
SIGNAGE APPROVAL

REVISIONS

SHEET NAME
SIGN ELEVATION

SHEET NUMBER
S1.1.0







December 2021

The final report for the police department for calendar year 2021 highlights the strong efforts by members of your police department. Traffic stops increased 147% over this time last year, with a 148% increase in the number of stops from mid-July to year's end. Correspondingly, the number of citations issued rose 164% during 2021 with a 107% increase from mid-July to year's end. With the increase in traffic enforcement, the number of arrests, including felony level offenses, has shown an increase of 74% from mid-July.

The number of traffic collisions for calendar year 2021 increased, but is attributed to the reopening of schools and businesses following the pandemic. The increase is consistent with state and national trends with motorists returning to normal activities, including work and school. However, with the reconfiguration of the traffic signal at SH 174 and Cooper/S Main St, the police department investigated no collisions at that intersection in December. This was a joint effort by the city, police department and Texas Department of Transportation.

As mentioned during the December council meeting, the police department is at its full authorized strength. The result is the increase in productivity and the department's ability to be self-sufficient, both on patrol and with criminal investigations. On December 24th, officers and detectives responded to a deceased person. The matter was investigated as a homicide and the police department was able to fully investigate this incident without the need of outside assistance. The investigation was turned over to the Burleson Police Department, after our detectives determined the offense originated in Burleson, but not before identifying the suspect and witnesses.

Patrol

Category	December 2021	December 2020	2021 year to date
Dispatched Calls	229	225	2,919
Arrests	16	6	107
Crash Reports	6	2	96
Traffic Stops	745	190	5,557
Citations	305	75	3,495
Outside LE Agency Assist	11	9	126
Reports	52	31	641



K9

Canine Camo was deployed a total of five times in the month of December. Narcotics were detected by Camo on three deployments. Camo was also used to assist the City of Grandview with narcotics detection.

Investigations

Category	December 2021	December 2020	2021 year to date
Crimes Against Persons	6	3	60
Property Crime (Thefts, Damage)	2	10	131
Other (Drug or Alch/Missing/Deceased)	15	5	121

Training

The department was able to send three officers to Mental Health Peace Officer training in December. This week-long training is a special license issued by TCOLE and gives officers enhanced ability to appropriately deal with persons experiencing a mental health crisis.

Community Outreach

Category	Date
Tarrant Area Food Bank distribution at Joshua YMCA	December 9 th
Johnson County Crimestoppers Luncheon	December 14 th

BURLESON PUBLIC SAFETY

Events by Nature Code by Agency

Agency: JPD, Event date/Time range: 01/01/2021 00:00:00 - 12/31/2021 23:59:59

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
JPD	911 HANG UP	0	0	22	22	0%	0:03:40	0:05:18	0:09:30	6:46:44	0:18:29
	911 INVESTIGATION	0	0	11	11	0%	0:06:54	0:04:33	0:21:12	5:45:45	0:31:26
	ABANDONED VEHICLE	0	7	15	22	0%	0:06:25	0:06:27	0:16:50	9:53:58	0:27:00
	ANIMAL BITE	0	0	9	9	0%	0:11:20	0:25:43	0:27:56	8:55:28	0:59:30
	ANIMAL COMPLAINT	0	11	91	102	1%	0:05:18	0:06:46	0:20:12	50:59:59	0:30:00
	ANIMAL ORDINANCE VIOLATION	0	24	3	27	0%	0:01:39	0:07:00	0:19:05	9:19:36	0:20:44
	ASSAULT	0	0	16	16	0%	0:10:22	0:05:49	1:07:34	22:14:09	1:23:23
	ASSIST OTHER AGENCY	0	43	83	126	1%	0:06:18	0:07:00	0:23:13	62:24:28	0:29:43
	BAR CHECK	0	5	0	5	0%	0:00:01	0:00:00	0:01:15	0:06:17	0:01:15
	BMV	0	3	25	28	0%	0:07:45	0:11:01	0:36:13	24:47:52	0:53:08
	BURGLARY	0	0	23	23	0%	0:06:05	0:06:08	0:47:18	23:14:17	1:00:37
	BURGLARY ALARM	0	0	240	240	2%	0:03:11	0:04:18	0:08:19	57:57:36	0:14:29
	BURGLARY IN PROGRESS	0	0	7	7	0%	0:01:59	0:04:15	0:17:03	2:41:09	0:23:01
	BUSINESS CHECK	0	495	0	495	3%	0:00:01	0:00:00	0:04:55	40:41:16	0:04:56
	CITY ORDINANCE VIOLATION	0	3	0	3	0%	0:00:01	0:01:25	0:06:26	0:20:46	0:06:55
	CIVIL	0	4	10	14	0%	0:05:18	0:07:22	0:25:56	8:10:41	0:35:03
	CLOSE PATROL	0	1081	6	1087	7%	0:00:05	0:03:52	0:06:21	116:23:05	0:06:25
	COMMERCIAL VEHICLE ENFORCEMENT	0	1	0	1	0%	0:00:00	0:00:00	0:06:39	0:06:40	0:06:40
	CRIMINAL MISCHIEF VANDALISM	1	4	42	47	0%	0:09:19	0:06:51	0:36:45	40:45:09	0:52:01
	CRIMINAL TRESPASS	0	0	40	40	0%	0:04:42	0:04:53	0:23:50	21:50:20	0:32:46
	CRUELTY TO ANIMALS	0	0	13	13	0%	0:05:54	0:04:52	0:26:56	7:41:34	0:35:30
	CUSTODIAL DISPUTE	0	0	8	8	0%	0:08:42	0:09:14	0:36:56	7:18:55	0:54:52
	DECEASED PERSON	0	0	4	4	0%	0:01:58	0:05:44	1:57:15	8:19:47	2:04:57
	DELIVER MESSAGE	0	0	5	5	0%	0:28:04	0:04:06	0:07:16	3:10:32	0:38:06

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
DISCHARGE FIREARM		0	0	27	27	0%	0:08:07	0:07:13	0:15:48	13:38:05	0:30:18
DISORDERLY CONDUCT		0	0	1	1	0%	0:00:00	0:02:08	0:26:36	0:28:44	0:28:44
DISTURBANCE		0	7	188	195	1%	0:03:25	0:04:30	0:46:28	173:18:32	0:53:20
DRUGS NARCOTICS		0	0	3	3	0%	0:01:45	0:07:49	0:35:09	2:14:08	0:44:43
EMS ASSIST		0	1	52	53	0%	0:01:00	0:04:21	0:32:00	31:34:27	0:35:45
FD ASSIST		0	1	61	62	0%	0:01:37	0:05:40	0:35:32	40:37:15	0:39:19
FIREWORKS PD		0	1	15	16	0%	0:03:59	0:08:06	0:07:54	4:58:54	0:18:41
FOLLOW UP INVESTIGATION		0	236	22	258	2%	0:01:33	0:08:35	0:21:58	110:43:52	0:25:45
FOUND PROPERTY		0	9	14	23	0%	0:05:28	0:03:55	0:22:55	11:14:10	0:29:19
FRAUD		0	5	32	37	0%	0:10:38	0:06:13	0:23:17	23:38:27	0:38:20
GENERAL BROADCAST		0	0	1	1	0%	0:20:11	0:00:00	0:00:00	0:22:27	0:22:27
HARASSMENT		0	3	34	37	0%	0:05:48	0:06:43	0:39:49	31:12:10	0:50:36
HIGH WATER		0	0	2	2	0%	0:03:52	0:00:00	0:00:00	0:36:39	0:18:20
HIT AND RUN CRASH		0	1	26	27	0%	0:04:28	0:06:02	0:28:50	15:59:20	0:35:32
HOTEL MOTEL CHECK		0	145	0	145	1%	0:00:01	0:00:00	0:06:26	15:32:07	0:06:26
ILLEGAL DUMPING		0	0	2	2	0%	0:03:36	0:10:03	0:21:02	1:09:22	0:34:41
INDECENT EXPOSURE		0	0	2	2	0%	0:02:29	0:06:03	0:30:36	1:18:14	0:39:07
INFORMATION		0	1	12	13	0%	0:16:44	0:07:35	0:10:59	6:38:12	0:30:38
INTOXICATED PERSON		0	1	8	9	0%	0:03:20	0:04:28	1:11:43	11:47:55	1:18:39
INVESTIGATION		0	69	13	82	1%	0:01:27	0:06:17	0:27:40	41:14:47	0:30:11
JUVENILE CONTACT		0	4	32	36	0%	0:04:43	0:05:51	0:35:50	25:18:40	0:42:11
LAW TRANSFER		0	0	2	2	0%	0:06:17	0:03:11	0:14:36	0:44:40	0:22:20
LINE INSPECTION		0	2	0	2	0%	0:00:01	0:00:00	2:54:59	5:50:01	2:55:01
LOOSE LIVESTOCK		0	3	31	34	0%	0:07:51	0:10:18	0:16:09	17:41:52	0:31:14
MAJOR CRASH		0	0	1	1	0%	0:00:51	0:13:10	0:49:32	1:03:33	1:03:33
MENTAL CONSUMER		0	0	1	1	0%	0:06:21	0:09:28	0:15:37	0:31:26	0:31:26
MHMR CONTACT		0	0	30	30	0%	0:04:54	0:05:11	0:35:38	22:52:01	0:45:44
MISSING PERSON		0	1	8	9	0%	0:04:39	0:10:30	0:28:34	5:44:27	0:38:16

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	NEIGHBORHOOD PATROL	0	2677	5	2682	18%	0:00:03	0:04:39	0:07:16	326:22:44	0:07:18
	NOISE ORDINANCE VIOLATION	0	2	88	90	1%	0:05:21	0:06:02	0:08:39	29:56:23	0:19:58
	OPEN DOOR	0	12	10	22	0%	0:02:02	0:04:12	0:16:48	7:14:08	0:19:44
	PERSON WITH A WEAPON	0	1	7	8	0%	0:02:39	0:04:56	2:16:18	19:03:24	2:22:56
	PHONE CALL INVESTIGATION	0	14	275	289	2%	0:14:22	0:06:09	0:16:58	155:53:23	0:32:22
	PR CONTACT	1	253	136	390	3%	0:05:00	0:06:13	0:19:56	161:45:54	0:24:57
	PROWLER	0	0	22	22	0%	0:02:22	0:03:17	0:13:40	7:05:46	0:19:21
	PUBLIC NUISANCE	0	0	1	1	0%	0:02:43	0:20:11	0:00:13	0:23:07	0:23:07
	RADAR ASSIGNMENT	0	284	1	285	2%	0:00:05	0:04:04	0:12:37	60:12:37	0:12:41
	RAILROAD	0	0	7	7	0%	0:06:51	0:29:08	0:19:53	4:47:24	0:41:03
	RECKLESS DRIVER	0	2	198	200	1%	0:04:14	0:05:16	0:15:45	64:06:59	0:19:14
	RECOVERY	0	0	2	2	0%	0:23:27	0:05:56	0:30:46	2:00:18	1:00:09
	RETURNED RUNAWAY	0	1	6	7	0%	0:06:03	0:06:02	0:13:05	2:56:13	0:25:10
	ROBBERY INVESTIGATION	0	0	1	1	0%	0:02:36	0:02:27	2:00:11	2:05:14	2:05:14
	RUNAWAY	0	1	18	19	0%	0:08:49	0:08:39	1:19:17	30:33:34	1:36:30
	SCHOOL CHECK	0	41	0	41	0%	0:00:01	0:00:00	0:07:43	5:16:56	0:07:44
	SECURITY CHECK RESIDENTIAL	0	139	1	140	1%	0:07:47	0:03:32	0:03:45	16:14:14	0:06:58
	SEXUAL ASSAULT	0	0	8	8	0%	0:07:31	0:09:23	1:28:00	13:59:15	1:44:54
	SOLICITORS	0	0	2	2	0%	0:07:14	0:07:26	0:03:53	0:37:06	0:18:33
	STOLEN VEHICLE	0	1	15	16	0%	0:03:55	0:05:50	0:43:55	14:01:09	0:52:34
	STRANDED CITIZEN	0	7	5	12	0%	0:01:51	0:04:21	0:20:12	4:34:40	0:22:53
	STRANDED MOTORIST	0	60	40	100	1%	0:02:44	0:04:16	0:13:50	27:41:31	0:16:37
	SUICIDAL PERSON	0	0	31	31	0%	0:02:52	0:05:49	0:53:31	32:02:31	1:02:01
	SUSPICIOUS PERSON	0	50	72	122	1%	0:05:56	0:05:23	0:17:37	50:37:27	0:24:54
	SUSPICIOUS VEHICLE	0	242	72	314	2%	0:02:17	0:05:00	0:23:02	130:21:55	0:24:55
	SWAT OPERATION	0	1	0	1	0%	0:00:00	0:00:00	0:12:07	0:12:07	0:12:07
	TEST	0	1	0	1	0%	0:00:01	0:00:00	0:01:40	0:01:42	0:01:42
	THEFT	1	6	66	73	1%	0:05:39	0:08:14	0:43:19	66:23:40	0:55:20

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	THREATS	0	0	20	20	0%	0:05:54	0:05:45	0:38:04	15:50:36	0:47:32
	TRAFFIC ASSIGNMENT	0	52	43	95	1%	0:03:25	0:04:55	0:13:13	27:12:59	0:17:11
	TRAFFIC COMPLAINT	0	1	13	14	0%	0:09:25	0:04:13	0:09:58	5:08:06	0:22:00
	TRAFFIC HOTSPOT	0	3	0	3	0%	0:00:01	0:00:00	0:09:59	0:30:01	0:10:00
	TRAFFIC VIOLATION	2	5555	0	5557	38%	0:00:01	0:07:55	0:10:32	977:20:00	0:10:33
	VEHICLE CRASH	1	15	197	213	1%	0:02:16	0:05:15	0:39:35	161:38:35	0:45:45
	WANTED FELONY	0	6	2	8	0%	0:00:17	0:07:13	0:40:05	5:58:15	0:44:47
	WANTED MISDEMEANOR	0	8	3	11	0%	0:02:34	0:07:00	0:33:32	6:59:20	0:38:07
	WELFARE CHECK	0	52	259	311	2%	0:05:45	0:06:05	0:24:46	173:54:48	0:33:33
Subtotals for No Summary Code		6	11658	2919	14583	100%	0:05:03	0:06:48	0:29:22	3769:04:31	0:37:33
Subtotals for JPD		6	11658	2919	14583	100%	0:05:03	0:06:48	0:29:22	3769:04:31	0:37:33



Joshua Fire Department Monthly Activity Report

December 2021

PERSONNEL

The department now has four part time firefighters, with three other applications in the process of evaluation. Recruitment efforts for volunteer are ramping up. Plans include soliciting recruits at Joshua and Burleson High Schools.

EMERGENCY RESPONSE

The monthly emergency response report will undergo changes for next year to provide for more detail and accurate accounting of responses. The annual response count for **2021** is **1547**, which is not reflected on the current report due to the limitations on types of incidents presented. The annual response count for **2020** was **1306**.

JOSHUA FIRE DEPARTMENT				
EMERGENCY INCIDENT STATISTICS				
MONTH:	January			
CITY INCIDENTS	PREVIOUS MONTH	CURRENT MONTH	YTD	
STRUCTURE FIRES	0	0	2	
GRASS FIRES	0	1	2	
VEHICLE FIRES	0	1	3	
EMS	54	74	744	
MVA	9	10	128	
TOTAL INCIDENTS	63	86	879	
COUNTY INCIDENTS				
STRUCTURE FIRES	0	0	3	
GRASS FIRES	0	2	10	
VEHICLE FIRES	0	0	5	
EMS	18	22	232	
MVA	1	2	24	
TOTAL INCIDENTS	19	26	274	
MUTUAL/AUTO AID				
M/A GIVEN	10	11	112	
M/A RECEIVED	4	7	69	
A/A RECEIVED	3	5	71	
STAFFING LEVELS (STRUCTURE FIRE ONLY)				
ADEQUATE	0	0	13	
INADEQUATE	0	0	14	
MISSED INCIDENTS	0	0	47	
RESPONSE TIMES				
JOSHUA	6:26	6:27		
COUNTY	9:00	9:06		

CODE COMPLIANCE

Code Compliance continues to make headway on nuisance violations. Deputy Fire Marshal Gage Noblitt will begin Field Training with Joshua PD the first week of January. Code Compliance is targeting the property at 113 S. Broadway for violations. Contact was attempted with the property occupant who refused to speak to us. Contact has been made with the property owner. She has advised that the property will be vacated by February 1 and that all unapproved items will be removed from the property by that date. She was advised that stricter enforcement measures may be taken, including citing on a daily basis, if compliance is not gained by that date.

CODE COMPLIANCE SUMMARY REPORT - 2021				
	DECEMBER		YEAR TO DATE	
VIOLATION	Currently open	Closed this month	Open YTD	Closed YTD
HIGH GRASS AND WEEDS		9	125	93
JUNK AND DEBRIS	2	3	64	32
JUNK/ INOPERABLE MOTORVEHICLE			16	9
ABANDONED JUNKED VEHICLE			9	7
GARAGE SALE VIOLATION			2	2
PUBLIC SAFETY ON SIDEWALKS AND STREETS			2	2
SIGN VIOLATIONS		2	6	7
SWIMMING POOL BARRIER			1	0
SOLID WASTE VIOLATION			3	2
SUBSTANDARD STRUCTURE			2	0
OPEN STORAGE	1		2	4
DELINQUENT TRASH ACCT			56	9
FAIL TO OBTAIN TRASH SERVICE			3	1
DILAPIDATED FENCE			1	1
UNAPPROVED PARKING SURFACE			10	2
CARGO CONTAINER			1	0
GAS WELL VIOLATION			1	1
NO PERMIT		1	3	3
NO CO			0	2
RV PARKING REG			0	1
TOTAL	3	15	307	178

TRAINING

Traditionally, the department has taken the month of December off due to holidays. Training will resume again in January.

Total training hours for the year **2021** amounted to **373**.

EMERGENCY MANAGEMENT

HazMap planning is continuing on schedule.

City of Joshua
Municipal Court Council Report
From 12/1/2021 to 12/31/2021

1/3/2022 9:41 AM

Violations by Type

Traffic	Penal	City Ordinance	Parking	Other	Total
254	2	24	0	24	304

Financial

State Fees	Court Costs	Fines	Tech Fund	Building Security	Total
\$18,405.83	\$5,860.97	\$13,227.80	\$810.60	\$984.60	\$39,289.80

Warrants

Issued	Served	Closed	Total
0	0	5	5

FTAs/VPTAs

FTAs	VPTAs	Total
0	0	0

Dispositions

Paid	Non-Cash Credit	Dismissed	Driver Safety	Deferred	Total
106	0	64	57	101	328

Trials & Hearings

Jury	Bench	Appeal	Total
0	0	0	0

Omni/Scofflaw/Collection

Omni	Scofflaw	Collections	Total
95	0	95	190

Public Works Monthly Team Status Report

For The Month Of December 2021

Completed Items

[illegible]

In Progress

Year Round	City Wide		Reconditioning drainage easements
Year Round	City Wide		Street sign repairs
Year Round	City Wide		Asphalt street repairs
Year Round	City Wide		Repair potholes with Duramaxx
Year Round	City Wide		Set out traffic counter and gather data
Year Round	Development		SW3P Inspections

Assigned But Not Yet Started

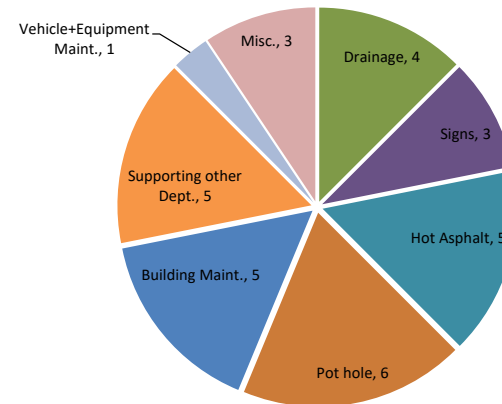
[illegible]

City of Joshua
Public Works Monthly Activity Report
For the Month of December 2021

	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																																0
ROW Trimming																																0
Drainage							2	2																								4
Signs	1					1								1																		3
Hot Asphalt	1					1				1			1	1																		5
Pot hole													1		1		1				1	1					1		1			6
Building Maint.																1				1			1					1	1			5
Concrete																																0
Emergency Services																																0
Crack Seal																																0
Safety Meeting																																0
Supporting other Dept.		1	1						1				1																	1		5
Vehicle+Equipment Maint.													1																			1
Misc.									1													2										3

Chart reflects one per daily occurrence

ROW Mowing	0
ROW Trimming	0
Drainage	4
Signs	3
Hot Asphalt	5
Pot hole	6
Building Maint.	5
Concrete	0
Emergency Services	0
Crack Seal	0
Safety Meeting/Classes	0
Supporting other Dept.	5
Vehicle+Equipment Maint.	1
Misc.	3



Building Inspection Report

December 2021

December	2021	2020	YTD 2021	YTD 2020
Building	93	48	814	456
Electrical	39	27	551	316
Plumbing	44	29	441	275
Mechanical	25	14	241	118
Re-Inspections	42	4	113	119
Certificate of Occupancy	3	0	24	14
Certificate of Occupancy Re-Inspection	0	0	0	0
Total # of Inspections	246	122	2184	1298
Plan Review	33	19	221	138

Building Permit Report

December 2021

December	2021	2020	YTD 2021	YTD 2020
Building	46	29	403	289
Electrical	38	18	207	141
Plumbing	29	18	185	178
Mechanical	30	14	148	84
Permanent Sign	1	0	15	12
Temporary Sign	2	3	18	22
Certificate of Occupancy	3	3	25	22
Swimming Pool	5	2	32	12
Sprinkler System	28	10	123	56
Solicitor	0	0	0	0
Contractor Registration	23	17	202	159
MHP Registration	2	1	5	1
Total # of Permits	207	115	1363	976

New Businesses Report December 2021

New Businesses (Certificate of Occupancy Issued)	Address
TEMP CO 7-Eleven	103 S Broadway St
Great Clips	1036 S Broadway, St, Suite 102
Panda Express	1054 S Broadway St
Future New Businesses (Applied for Certificate of Occupancy not completed)	Address
Calvary Chapel SW Metro	307 E 12th St, Suite B
Keep your Fork	307 E 12th St, suite A
Chicks Before Pricks Boutique	307 E 12th St, Suite A
New CO Issued for existing Business (New Owner, New Location, Name change,etc)	Address

1/3/2022 8:30:15 AM

UTILITY BILLING

Council Report
Billing Period **12/1/2021 - 12/31/2021**

Utility Bills Disbursed	Count	Amount
Active	1879	\$33,521.36
Backdated Move In Date	30	\$517.36
Final Bill	17	\$35.10
First Bill	21	\$264.53
First Bill, Backdated Move In Date	1	\$19.56
Total	1948	\$34,357.91

Payments Received	Count	Amount
Cash	34	\$1,101.16
Check	634	\$13,648.97
CreditCard	651	\$19,590.21
Change	1	(\$35.68)
AchDraft	82	\$1,795.64
MoneyOrder	2	\$53.84
Other	6	\$104.88
Total	1410	\$36,259.02

Service Orders Completed	Count
Total	0

Service Categories	Count	Amount
Garbage/Recycling	3894	\$28,927.08
General	3894	\$2,888.81
Total	0	\$31,815.89

Past Due Summary	Accounts to Penalize	Excluded Accounts	Subject to Penalty
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Total Penalized



City Secretary's Office

Monthly Report

December 2021

The City Secretary, or Municipal Clerk, is the oldest public servant role in recorded history. The earliest Clerks appeared around 5,000 B.C. with the invention of writing. Biblical reference to the Town Clerk is found in the Book of Acts chapter 19, verse 35. In ancient Greece, the Town Clerk read official documents publicly at the opening of each meeting and pronounced a curse upon anyone who sought to deceive the people. Although City Secretaries no longer pronounce curses at meetings (well, most of us don't), we are still the Keepers of the Archives as we record, maintain and safeguard the history of our City government. Every city in Texas is required to have a City Secretary as soon as it is formed. Although the duties are different for every city, there are core duties that all City Secretaries perform, some of which are required by the Texas Local Government Code. These duties include administering elections, managing records, coordinating public information requests, preparing agendas, recording minutes and facilitating City Council meetings, swearing-in municipal officers, and codifying ordinances approved by City Council.

Agenda Summary:

City Council Meeting Agenda Summary Items: prepared, certified, published, and processed.

The Mayor and City Council approved the following items in December 2021 and was processed immediately after the meeting:

- Minutes from the City Council Meeting held on November 18, 2021.
- Discuss, consider, and possible action on a resolution approving an Interlocal agreement with Interlocal Purchasing System (TIPS).
- Discuss, consider, and possible action on ratifying an agreement between the City of Joshua and TXU Energy for the supply of electricity with term starting June 1, 2024, and ending May 31, 2029.
- Ordinance to rezone a 0.564 acre of land known as Tracts 92, 92A, & 90A, in the W.W. Byers Survey, Abstract No. 29, County of Johnson, Texas located at 218 E. 8th Street, 220 E. 8th Street and a portion of 119 N. Broadway Street to change from (R1) Single Family Residential District to the (C1) Restricted Commercial District.
- Interlocal agreement with Johnson County to blade overlay CR 904 in the amount of \$11,000.
- Equipment Lease Agreement with NDS/Kyocera Leasing for copier/printer needs for 60 months.
- Lease agreement with Enterprise Fleet Management for future procurement of City vehicles.
- Authorize fish and take at the Youth Rainbow Trout Fishing Event to be held on January 15, 2021.

Meeting Minutes prepared and approved:

- City Council – November 18, 2021

City Secretary attended the following meetings:

- December 16, 2021- City Council Meeting
- December 21, 2021- PD/Citizen regarding Public Information Act
- December 29, 2021- City Manager regarding a special project

Census Monthly Reporting

Report of Building Permits for new residential structures – Two (2) Single Family Houses with a total valuation of \$542,072. For Three and four-unit buildings, there was a total of 25 buildings with 100 units, a total valuation of \$1,911,000.

Public Information Request

1	Request Date	Requestor	Documents	Date Released	AG Letter	Cost / Electronic	Notes
2	11/1/2021	LexisNexis	Accident Report	11/8/2021	N	\$ -	No documents
3	11/1/2021	Tx. Dept of Licensing	Police Report	11/9/2022	N	E	
4	11/2/2021	Cris Carroll	Police Report	11/5/2021	N	\$ -	
5	11/2/2021	Missy Walker	Police Report	11/4/2021	N	E	
6	11/3/2021	Melissa Kircher	Police Report	11/8/2021	N	E	
7	11/3/2021	Melissa Kircher	Accident Report	11/4/2021	N	E	
8	11/4/2021	Earl Etten	Accident Report	11/4/2021	N		Emailed link to download report
9	11/4/2021	Ronnie Gibbons	Police Report	11/17/2021	N	\$ -	Sent clarification letter
10	11/5/2021	Askia Bell	Code Reports	11/8/2021	N	E	
11	11/8/2021	LexisNexis	Accident Report	11/8/2021	N	\$ -	No documents
12	11/8/2021	LexisNexis	Accident Report	11/8/2021	N	\$ -	No documents
13	11/8/2021	Shane Johnston	Development Documents	11/12/2021	N	\$ -	No documents
14	11/8/2021	Johnson County Corrections	Police Report	11/12/2021	N	E	
15	11/9/2021	Chris Parrott	Development Plans	11/9/2021	N	E	
16	11/9/2021	Matthew Carter	Development documents	11/9/2021	N		No documents
17	11/15/2021	Paul Jones	Election Documents	11/15/2021	N	\$ -	Reviewed documents in CS Office
18	11/16/2021	LexisNexis	Accident Report	11/16/2021	N	\$ -	No documents
19	11/16/2021	Texas Education Agency	Police Report	11/17/2021	N	E	
20	11/16/2021	LexisNexis	Accident Report	11/16/2021	N	\$ -	No documents
21	11/16/2021	LexisNexis	Accident Report	11/16/2021	N	\$ -	No documents
22	11/17/2021	Chaze Brummett	Police Report	na	N	\$ -	Sent Clarificaiton Letter
23	11/18/2021	Matthew Stevens	Development Plans	11/29/2021	N	\$ -	No documents
24	11/19/2021	LexisNexis	Accident Report	11/22/2021	N	\$ -	No documents
25	11/24/2021	LexisNexis	Accident Report	11/24/2021	N	\$ 6.00	
26	11/26/2021	LexisNexis	Police Reports	11/26/2021	N	\$ 3.50	
27	11/29/2021	Tarrant County	Police Report	11/29/2021	N	E	
28	11/29/2021	Donald Hancock	Accident Report	11/29/2021	N	\$ 6.00	
29	11/30/2021	Sandra Rodrigue	Police Report	12/3/2021	N	E	
30	11/30/2021	LexisNexis	Accident Report	11/30/2021	N	\$ -	No documents
31							

1	Request Date	Requestor	Documents	Date Released	AG Letter	Cost / Electronic	Notes
2	12/2/2021	Vince Chmioga	Code Rpeorts	12/3/2021	N	E	
3	12/3/2021	Bernard Galloway	Police Report	12/3/2021	N	E	
4	12/3/2021	LexisNexis	Accident Report	12/3/2021	N	\$ -	No documents
5	12/6/2021	Rodney Lawler	Police Report	12/10/21	N	\$ -	No documents
6	12/13/2021	LexisNexis	Accident Report	12/13/2021	N	\$ -	No documents
7	12/13/2021	LexisNexis	Accident Report	12/13/2021	N	\$ -	No documents
8	12/14/2021	LexisNexis	Accident Report	12/14/2021	N	\$ 6.00	
9	12/15/2021	Seradi Mehia	Police Report	12/15/2021	N	E	
10	12/15/2021	Kohlton Baker	Development Documents	12/15/2021	N	E	
11	12/24/2021	Faith Evans	Fire Reports	12/29/2021	N	E	
12	12/28/2021	Maricela Olivarez	Police Reports	1/3/2021	N	E	
13	12/30/2021	Russell Rojas	Employee Records	1/11/2021	N	\$ 1.20	
14							

Records Management

City Secretary has gathered 84 Agreements from different City departments. Each agreement has been scanned for easy access to everyone, labeled, and filed in red folders. All agreements/contracts are now stored in the City Secretary's Office. **UPDATE-** City Secretary working with the Parks Department has created a secure room in the Parks Building for City records. City Secretary has created the following process to move the archive files:

- Created an online form for each department to inventory and enter their records. Once they input the information into the online form, it will automatically go to the City Secretary. At that time, it will be merged into an archive form that will be inserted in a pocket sleeve attached to the box of records. The new forms will be color-coded by department and all necessary information will be listed. See example below:

SAMPLE ONLY

Department: Administration	State Record Number: SE 2023-5874
Description: Election Records	Retention Period: 10 Years
Date Series: 2015-2016	Department Box Number: 0606
Today's Date (Monday, Day, Year, ex. January 01, 2021): 10/14/2021	Eligible Destruction Year (1st January after retention period): 2026

Code of Ordinance

The Code of Ordinance Vault is updated, and Supplement No. 16 has been uploaded to the website. All ordinances as of October 21, 2021, have been codified. **Update:** The next codification will be at the end of January.

Training / Certifications

City Secretary currently holds the following certifications:

- Texas Municipal Clerk Association: Texas Registered Municipal Clerk
- International Institute of Municipal Clerk: Certified Municipal Clerk
- International Institute of Municipal Clerk: Master Municipal Clerk
- International Institute of Municipal Clerk: Athenian Leadership Fellow
- University of North Texas: Paralegal

The recertification program (every five years) for the TMCA requires the City Secretary to maintain continuous membership throughout the recertification process, attend several seminars hosted by TMCCP and accumulate a minimum of 60 points of educational training.

The next seminar (budgeted item) will be in January 2022. The topic will be Elections. **Update:** After the rise of COVID cases and personal reasons, City Secretary contacted the educational director of the Texas Municipal Clerks Association regarding making other arrangements than attending the largest attendee event. The educational director approved the City Secretary attending six (6) live webinars in place of the seminar.

Election

Johnson County- Uniform Election Day – November 2, 2021

Johnson County- Primary Election – March 1, 2022

City of Joshua- Uniform Election Day- May 7, 2022, for the following places:

- Mayor

- Place 1
- Place 3

Update: The Notice of Election was posted on December 17, 2021. The ordinance calling the election will be presented to the City Council during January 20, 2022, regular meeting.

Special Projects

Website Update- City Secretary's Office is currently working with the website host to upgrade the current City website. This process will take a few months. **Update:** City Secretary is hosting a photo contest for pictures of the City in hopes of gaining new pictures for the website.

Agenda Software- The agenda software was approved in the 2021-22 budget. City Secretary is working with the software company to get the software set up for City Council and all board agenda packets. Once this process is completed, training will be provided to the department heads.

Update: The software is almost complete. There are just a few more items to be added. The goal is to start using it in February.

Liens

The list below are active liens held by the City of Joshua. –No updates.

[illegible]