



**AGENDA
CITY COUNCIL
REGULAR MEETING
OCTOBER 21, 2021
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 October 21, 2021. 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/87479867352?pwd=Rkd6MjE4VzN1anhoUGMyVDRpWno5dz09>

Meeting ID: 874 7986 7352 Passcode: 675351 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 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 September 2021. (Staff Resource: M. Peacock)
2. Discuss and receive an update on the activity of paid and volunteer firefighters. (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 September 19, 2021. (Staff Resource: A. Holloway)
2. Consider approval of a resolution electing to participate in the proposed Opioid Settlements brought by the State of Texas and other jurisdictions against various pharmaceutical companies for their roles in the National Opioid crisis. (Staff Resource: M. Peacock)
3. Consider approval of an Ordinance renaming Lakeside Drive between Clubhouse Drive and Mountain Valley Blvd to Lake Front Drive and amending the official map of the City of Joshua. (Staff Resource: M. Peacock & A. Holloway)
4. Consider approval of an Ordinance amending division 7, “Electrical Code,” and division 15, “Swimming Pool and Spa Code,” of Article 3.02, “Technical and Construction Codes and Standards,” of Chapter 3, “Building Regulations,” of the Code of Ordinances by adopting the most recent editions. (Staff Resource: A. Maldonado)

G. REGULAR AGENDA

1. Discuss, consider, and possible action on an ordinance by the City Council of the City of Joshua, Texas authorizing the issuance of “City of Joshua, Texas General Obligation Refunding Bonds, Series 2021”, levying an annual ad valorem tax, within the limitations prescribed by law, for the payment of the Obligations; prescribing the form, terms, conditions, and resolving other matters incident and related to the issuance, sale, and delivery of the Obligations; authorizing the execution of a paying agent/registrar agreement and a purchase and investment letter; complying with the letter of representations previously executed with the Depository Trust Company; authorizing the execution of any necessary engagement agreement with the City’s financial advisors and/or bond counsel; and providing an effective date. (Staff Resource: M. Peacock)
2. Discuss, consider, and possible action on a reimbursement resolution establishing the intention of the City of Joshua, Texas to reimburse itself for the prior lawful expenditure of funds relating to constructing and equipping various City improvements from the proceeds of one or more series of tax-exempt obligations to be issued by the City for authorized purposes. (Staff Resource: M. Peacock)
3. Discuss, consider, and possible action on a reimbursement resolution establishing the intention of the City of Joshua, Texas to reimburse itself for the prior lawful expenditure of funds relating to purchasing various capital equipment from the proceeds of one or more series of tax-exempt obligations to be issued by the City for authorized purposes. (Staff Resource: M. Peacock)
4. Discuss, consider, and possible action on approving the apparatus proposal from the Lone Star Emergency Group for a 2021 E-One 2500 gallon tanker with typhoon chassis in the amount of \$637,665.00; authorize the city manager to execute and agree to the proposal. (Staff Resource: T. Griffith)
5. Discuss, consider, and possible action on a resolution amending the personnel policy. (Staff Resource: A. Bransom)
6. Discuss, consider, and possible action on accepting a Dedication Deed for the Stadium Drive Extension. (Staff Resource: M. Peacock)

7. Discuss, consider, and possible action on a Development Agreement between the City of Joshua, Texas and SRE Joshua Development known as the Mockingbird Hills Addition outlining the Construction of Public Improvements and the escrow of funds for the construction or reconstruction of a portion of Caddo Road; and authorizing the City Manager to sign all necessary documents. (Staff Resource: A. Maldonado)

H. STAFF REPORT

September 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. 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.

J. 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 15th day of October 2021 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 September 30, 2021

10/7/2021 11:14 AM

100 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Tax Revenue	99,448.91	84,498.94	14,949.97	3,840,037.60	3,922,535.00	97.90%	82,497.40
Charges for Services	42,607.27	40,279.13	2,328.14	503,908.06	482,000.00	104.55%	(21,908.06)
Licenses, Permits & Fees	191,725.22	38,402.92	153,322.30	1,000,320.64	488,815.00	204.64%	(511,505.64)
Grants & Contributions	281.72	41.85	239.87	3,691.72	500.00	738.34%	(3,191.72)
Intergovernmental Revenues	2,999.16	9,739.63	(6,740.47)	1,354,660.45	116,370.00	1164.10%	(1,238,290.45)
Investment Earnings	7.27	274.58	(267.31)	84.63	3,280.00	2.58%	3,195.37
Miscellaneous	2,849.16	6,799.05	(3,949.89)	122,022.64	81,230.00	150.22%	(40,792.64)
Transfers In	145,696.91	74,178.75	71,518.16	145,696.91	266,715.00	54.63%	121,018.09
Revenue Totals	485,615.62	254,214.85	231,400.77	6,970,422.65	5,361,445.00	130.01%	(1,608,977.65)
Expense Summary							
Debt Service	0.00	0.00	0.00	3,192.08	4,000.00	79.80%	807.92
Contract & Professional Services	57,202.45	66,583.95	(9,381.50)	782,368.84	877,130.00	89.20%	94,761.16
Utilities	23,085.15	13,588.74	9,496.41	216,570.04	242,360.00	89.36%	25,789.96
Community Events	6,547.50	0.00	6,547.50	13,412.08	25,000.00	53.65%	11,587.92
Miscellaneous	15,387.60	6,679.22	8,708.38	178,248.83	147,660.00	120.72%	(30,588.83)
Personnel	184,841.96	191,211.42	(6,369.46)	2,373,950.56	2,572,378.00	92.29%	198,427.44
Transfers Out	1,101,000.00	0.00	1,101,000.00	1,101,000.00	1,101,000.00	100.00%	0.00
Supplies	61,811.58	26,115.31	35,696.27	323,098.47	314,380.00	102.77%	(8,718.47)
Repair & Maintenance	76,558.64	29,470.44	47,088.20	332,753.55	328,397.00	101.33%	(4,356.55)
Capital Outlay	12,593.19	7,608.63	4,984.56	170,439.99	259,255.00	65.74%	88,815.01
Expense Totals	1,539,028.07	341,257.71	1,197,770.36	5,495,034.44	5,871,560.00	93.59%	376,525.56

City of Joshua
Financial Statement
As of September 30, 2021

10/7/2021 11:14 AM

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	1,545.83	8,491.16	(6,945.33)	2,491,879.21	2,653,475.00	93.91%	161,595.79
100-4001 GF Property Tax Penalty	198.24	1,275.00	(1,076.76)	11,541.46	15,300.00	75.43%	3,758.54
100-4002 GF Prop Tax Interest Income	174.65	0.00	174.65	8,072.74	0.00	0.00%	(8,072.74)
100-4003 City Sales Taxes	86,583.29	72,311.42	14,271.87	970,383.90	863,935.00	112.32%	(106,448.90)
100-4005 Mixed Beverage Tax	1,944.49	502.20	1,442.29	11,688.89	6,000.00	194.81%	(5,688.89)
100-4006 Franchise Taxes	9,002.41	1,919.16	7,083.25	346,471.40	383,825.00	90.27%	37,353.60
Tax Revenue Totals	99,448.91	84,498.94	14,949.97	3,840,037.60	3,922,535.00	97.90%	82,497.40
Charges for Services							
100-4008 ESD Incentive	962.50	416.63	545.87	9,171.66	5,000.00	183.43%	(4,171.66)
100-4008 ESD Contract Fee	12,997.26	12,994.80	2.46	155,975.50	156,000.00	99.98%	24.50
100-4102 Rabies Vouchers	70.00	83.70	(13.70)	1,385.00	1,000.00	138.50%	(385.00)
100-4108 Trash Collection Service Charges	28,577.51	26,784.00	1,793.51	337,375.90	320,000.00	105.43%	(17,375.90)
Charges for Services Totals	42,607.27	40,279.13	2,328.14	503,908.06	482,000.00	104.55%	(21,908.06)
Licenses, Permits & Fees							
100-4100 Permits/Fees	160,808.38	26,365.50	134,442.88	794,589.96	315,000.00	252.25%	(479,589.96)
100-4101 Fines/Court Fees	27,972.12	10,462.50	17,509.62	163,031.10	125,000.00	130.42%	(38,031.10)
100-4105 Gas Well Fees	0.00	0.00	0.00	18,400.00	30,000.00	61.33%	11,600.00
100-4109 Utility Penalties	0.00	468.72	(468.72)	1,129.91	5,600.00	20.18%	4,470.09
100-4110 Utility Admin Fee	1,141.58	1,106.20	35.38	13,461.12	13,215.00	101.86%	(246.12)
100-4115 Local Truancy and Prevention	1,723.65	0.00	1,723.65	8,467.81	0.00	0.00%	(8,467.81)
100-4116 Municipal Jury Fund	34.49	0.00	34.49	169.27	0.00	0.00%	(169.27)
100-4117 Time Payment Reimbursement	45.00	0.00	45.00	1,071.47	0.00	0.00%	(1,071.47)
Licenses, Permits & Fees Totals	191,725.22	38,402.92	153,322.30	1,000,320.64	488,815.00	204.64%	(511,505.64)

City of Joshua
Financial Statement
As of September 30, 2021

10/7/2021 11:14 AM

100 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Grants & Contributions							
100-4203 General Fund Donations	281.72	41.85	239.87	3,691.72	500.00	738.34%	(3,191.72)
Grants & Contributions Totals	281.72	41.85	239.87	3,691.72	500.00	738.34%	(3,191.72)
Intergovernmental Revenues							
100-4401 Fire Department Grants	0.00	9,614.63	(9,614.63)	4,000.00	114,870.00	3.48%	110,870.00
100-4404 LEOSE/Continuing Education	0.00	125.00	(125.00)	1,332.30	1,500.00	88.82%	167.70
100-4407 CARES Funding	2,999.16	0.00	2,999.16	1,349,328.15	0.00	0.00%	(1,349,328.15)
Intergovernmental Revenues Totals	2,999.16	9,739.63	(6,740.47)	1,354,660.45	116,370.00	1164.10%	(1,238,290.45)
Investment Earnings							
100-4600 Interest Income	7.27	274.58	(267.31)	84.63	3,280.00	2.58%	3,195.37
Investment Earnings Totals	7.27	274.58	(267.31)	84.63	3,280.00	2.58%	3,195.37
Miscellaneous							
100-4901 Misc. Revenue	2,849.16	6,799.05	(3,949.89)	122,022.64	81,230.00	150.22%	(40,792.64)
Miscellaneous Totals	2,849.16	6,799.05	(3,949.89)	122,022.64	81,230.00	150.22%	(40,792.64)
Transfers In							
100-4917 Transfer from Type A EDC	30,000.00	15,000.00	15,000.00	30,000.00	30,000.00	100.00%	0.00
100-4918 Transfer from Type B EDC	115,696.91	59,178.75	56,518.16	115,696.91	236,715.00	48.88%	121,018.09
Transfers In Totals	145,696.91	74,178.75	71,518.16	145,696.91	266,715.00	54.63%	121,018.09
Revenue Totals	485,615.62	254,214.85	231,400.77	6,970,422.65	5,361,445.00	130.01%	(1,608,977.65)

City of Joshua
Financial Statement
As of September 30, 2021

10/7/2021 11:14:00 AM

100 - General Fund Non-Departmental	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Debt Service	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Non-Departmental Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00

100 - General Fund Community Service	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Community Events	6,547.50	0.00	6,547.50	13,412.08	25,000.00	53.65%	11,587.92
Contract & Professional Services	26,833.05	26,666.63	166.42	307,718.41	320,000.00	96.16%	12,281.59
Miscellaneous	1,225.48	3,027.62	(1,802.14)	43,150.66	47,865.00	90.15%	4,714.34
Utilities	4,104.21	3,431.70	672.51	63,383.71	41,000.00	154.59%	(22,383.71)
Community Service Totals	38,710.24	33,125.95	5,584.29	427,664.86	433,865.00	98.57%	6,200.14

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	8,809.85	14,853.94	(6,044.09)	92,161.52	102,300.00	90.09%	10,138.48
Debt Service	0.00	0.00	0.00	3,192.08	4,000.00	79.80%	807.92
Miscellaneous	8,005.41	1,250.00	6,755.41	88,789.47	71,055.00	124.96%	(17,734.47)
Personnel	2,064.89	0.00	2,064.89	6,134.73	4,000.00	153.37%	(2,134.73)
Transfers Out	1,101,000.00	0.00	1,101,000.00	1,101,000.00	1,101,000.00	100.00%	0.00
General Non-Departmental Totals	1,119,880.15	16,103.94	1,103,776.21	1,291,277.80	1,282,355.00	100.70%	(8,922.80)

100 - General Fund Mayor & Council	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Personnel	415.00	0.00	415.00	449.32	2,000.00	22.47%	1,550.68
Supplies	176.48	87.50	88.98	923.41	1,050.00	87.94%	126.59

City of Joshua
Financial Statement
As of September 30, 2021

10/7/2021 11:14:00 AM

Mayor & Council Totals	591.48	87.50	503.98	1,372.73	3,050.00	45.01%	1,677.27
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100 - General Fund Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Contract & Professional Services	283.60	502.20	(218.60)	40,829.85	59,465.00	68.66%	18,635.15
Miscellaneous	3,380.54	958.92	2,421.62	9,008.88	11,500.00	78.34%	2,491.12
Personnel	30,317.85	32,048.54	(1,730.69)	469,885.18	465,768.00	100.88%	(4,117.18)
Repair & Maintenance	12,378.39	7,385.75	4,992.64	61,694.27	64,442.00	95.74%	2,747.73
Supplies	2,990.77	1,751.48	1,239.29	45,027.10	27,450.00	164.03%	(17,577.10)
Utilities	2,640.10	2,725.13	(85.03)	27,003.86	32,570.00	82.91%	5,566.14
Administration Totals	51,991.25	45,372.02	6,619.23	653,449.14	661,195.00	98.83%	7,745.86

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	0.00	0.00	16,155.60	16,205.00	99.70%	49.40
Contract & Professional Services	2,414.07	1,071.36	1,342.71	100,059.90	113,800.00	87.93%	13,740.10
Miscellaneous	1,986.12	33.37	1,952.75	12,758.48	400.00	3189.62%	(12,358.48)
Personnel	76,464.42	75,641.40	823.02	937,506.55	997,275.00	94.01%	59,768.45
Repair & Maintenance	10,678.27	4,888.75	5,789.52	71,168.64	58,500.00	121.66%	(12,668.64)
Supplies	3,325.90	1,801.26	1,524.64	20,481.37	21,550.00	95.04%	1,068.63
Utilities	1,649.46	1,950.21	(300.75)	16,203.84	23,300.00	69.54%	7,096.16
Police Department Totals	96,518.24	85,386.35	11,131.89	1,174,334.38	1,231,030.00	95.39%	56,695.62

100 - General Fund Public Works	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	12,367.99	0.00	12,367.99	129,244.57	152,065.00	84.99%	22,820.43
Contract & Professional Services	70.90	1,694.98	(1,624.08)	4,404.06	20,250.00	21.75%	15,845.94

City of Joshua
Financial Statement
As of September 30, 2021

10/7/2021 11:14:00 AM

Miscellaneous	600.00	0.00	600.00	2,333.80	0.00	0.00%	(2,333.80)
Personnel	17,344.30	20,574.71	(3,230.41)	247,562.52	277,075.00	89.35%	29,512.48
Repair & Maintenance	13,334.48	6,402.72	6,931.76	65,590.58	76,500.00	85.74%	10,909.42
Supplies	36,811.84	14,434.50	22,377.34	181,846.04	172,455.00	105.45%	(9,391.04)
Utilities	399.37	569.16	(169.79)	5,567.75	6,800.00	81.88%	1,232.25
Public Works Totals	80,928.88	43,676.07	37,252.81	636,549.32	705,145.00	90.27%	68,595.68

100 - General Fund Municipal Court	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Contract & Professional Services	1,035.45	2,973.03	(1,937.58)	32,280.08	35,635.00	90.59%	3,354.92
Miscellaneous	101.42	83.70	17.72	1,807.02	1,000.00	180.70%	(807.02)
Personnel	5,671.74	4,646.66	1,025.08	60,253.07	60,810.00	99.08%	556.93
Repair & Maintenance	274.95	167.40	107.55	2,032.60	2,000.00	101.63%	(32.60)
Supplies	413.08	154.90	258.18	1,850.96	1,850.00	100.05%	(0.96)
Municipal Court Totals	7,496.64	8,025.69	(529.05)	98,223.73	101,295.00	96.97%	3,071.27

100 - General Fund Development Services	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	416.63	(416.63)	0.00	5,000.00	0.00%	5,000.00
Contract & Professional Services	13,053.00	15,964.34	(2,911.34)	173,771.70	191,525.00	90.73%	17,753.30
Miscellaneous	0.00	41.63	(41.63)	5,181.78	500.00	1036.36%	(4,681.78)
Personnel	12,163.54	16,688.53	(4,524.99)	183,011.83	215,770.00	84.82%	32,758.17
Repair & Maintenance	86.62	167.40	(80.78)	716.83	2,000.00	35.84%	1,283.17
Supplies	190.88	326.43	(135.55)	5,724.06	3,900.00	146.77%	(1,824.06)
Utilities	172.58	88.81	83.77	1,035.36	1,060.00	97.68%	24.64
Development Services Totals	25,666.62	33,693.77	(8,027.15)	369,441.56	419,755.00	88.01%	50,313.44

City of Joshua
Financial Statement
As of September 30, 2021

10/7/2021 11:14:00 AM

100 - General Fund Animal Control	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Contract & Professional Services	1,259.48	852.42	407.06	7,959.01	10,200.00	78.03%	2,240.99
Miscellaneous	0.00	0.00	0.00	654.24	0.00	0.00%	(654.24)
Personnel	8,044.12	8,188.20	(144.08)	103,572.93	109,345.00	94.72%	5,772.07
Repair & Maintenance	24,850.03	2,678.40	22,171.63	47,198.84	32,000.00	147.50%	(15,198.84)
Supplies	2,628.18	868.58	1,759.60	10,367.75	10,375.00	99.93%	7.25
Utilities	1,118.36	1,314.09	(195.73)	12,147.51	15,700.00	77.37%	3,552.49
Animal Control Totals	37,900.17	13,901.69	23,998.48	181,900.28	177,620.00	102.41%	(4,280.28)

100 - General Fund Fire Department	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Contract & Professional Services	3,372.15	1,979.94	1,392.21	22,990.95	23,655.00	97.19%	664.05
Miscellaneous	88.63	1,283.98	(1,195.35)	14,564.50	15,340.00	94.94%	775.50
Personnel	32,356.10	33,423.38	(1,067.28)	365,231.75	440,335.00	82.94%	75,103.25
Repair & Maintenance	12,654.68	6,169.29	6,485.39	69,784.32	73,705.00	94.68%	3,920.68
Supplies	15,059.58	5,548.21	9,511.37	42,353.33	62,100.00	68.20%	19,746.67
Utilities	2,213.89	2,879.28	(665.39)	29,839.00	34,400.00	86.74%	4,561.00
Fire Department Totals	65,745.03	51,284.08	14,460.95	544,763.85	649,535.00	83.87%	104,771.15

100 - General Fund Park Maintenance	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	225.20	7,192.00	(6,966.80)	25,039.82	85,985.00	29.12%	60,945.18
Contract & Professional Services	70.90	25.11	45.79	193.36	300.00	64.45%	106.64
Personnel	0.00	0.00	0.00	342.68	0.00	0.00%	(342.68)
Repair & Maintenance	2,301.22	1,610.73	690.49	14,567.47	19,250.00	75.68%	4,682.53
Supplies	214.87	1,142.45	(927.58)	14,524.45	13,650.00	106.41%	(874.45)

City of Joshua
Financial Statement
As of September 30, 2021

10/7/2021 11:14:00 AM

Utilities	<u>10,787.18</u>	<u>630.36</u>	<u>10,156.82</u>	<u>61,389.01</u>	<u>87,530.00</u>	<u>70.13%</u>	<u>26,140.99</u>
Park Maintenance Totals	<u>13,599.37</u>	<u>10,600.65</u>	<u>2,998.72</u>	<u>116,056.79</u>	<u>206,715.00</u>	<u>56.14%</u>	<u>90,658.21</u>
Expense Total	<u><u>1,539,028.07</u></u>	<u><u>341,257.71</u></u>	<u><u>1,197,770.36</u></u>	<u><u>5,495,034.44</u></u>	<u><u>5,871,560.00</u></u>	<u><u>93.59%</u></u>	<u><u>376,525.56</u></u>

City of Joshua
Financial Statement
As of September 30, 2021

10/7/2021 11:14 AM

100 - General Fund Non-Departmental	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-00-5500 Bond Issuance Costs	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Non-Departmental Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00

City of Joshua
Financial Statement
As of September 30, 2021

10/7/2021 11:14 AM

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	26,833.05	26,666.63	166.42	307,718.41	320,000.00	96.16%	12,281.59
100-01-5711 CS Street Lights	4,104.21	3,431.70	672.51	63,383.71	41,000.00	154.59%	(22,383.71)
100-01-5800 CS Holiday Events	6,547.50	0.00	6,547.50	13,412.08	25,000.00	53.65%	11,587.92
100-01-5900 CS Library Operating	0.00	1,772.12	(1,772.12)	21,300.00	21,265.00	100.16%	(35.00)
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	239.98	0.00	239.98	5,952.40	5,000.00	119.05%	(952.40)
100-01-5905 CS Quarterly City Newsletter	985.50	1,255.50	(270.00)	15,898.26	15,000.00	105.99%	(898.26)
Community Service Totals	<u>38,710.24</u>	<u>33,125.95</u>	<u>5,584.29</u>	<u>427,664.86</u>	<u>433,865.00</u>	<u>98.57%</u>	<u>6,200.14</u>

City of Joshua
Financial Statement
As of September 30, 2021

10/7/2021 11:14 AM

100 - General Fund General Non-Departmental	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-02-5160 ND Dues & Subscriptions	2,064.89	0.00	2,064.89	6,134.73	4,000.00	153.37%	(2,134.73)
100-02-5402 ND Legal Services	8,809.85	4,185.00	4,624.85	51,258.29	50,000.00	102.52%	(1,258.29)
100-02-5403 ND Ordinance Codification	0.00	518.94	(518.94)	3,765.00	6,200.00	60.73%	2,435.00
100-02-5420 ND Central Appraisal District	0.00	10,150.00	(10,150.00)	32,116.23	40,600.00	79.10%	8,483.77
100-02-5421 ND County Assessor -	0.00	0.00	0.00	5,022.00	5,500.00	91.31%	478.00
100-02-5500 ND Debt Service & Reports	0.00	0.00	0.00	3,192.08	4,000.00	79.80%	807.92
100-02-5940 ND Liability Insurance	0.00	0.00	0.00	25,248.00	25,650.00	98.43%	402.00
100-02-5941 ND Property Insurance	0.00	0.00	0.00	27,953.00	30,405.00	91.94%	2,452.00
100-02-5942 ND Unrestricted Reserves	0.00	1,250.00	(1,250.00)	15,163.17	15,000.00	101.09%	(163.17)
100-02-5943 ND Technology	0.00	0.00	0.00	670.00	0.00	0.00%	(670.00)
100-02-5945 ND COVID-19	8,005.41	0.00	8,005.41	19,755.30	0.00	0.00%	(19,755.30)
100-02-5979 Transfer To Capital	1,101,000.00	0.00	1,101,000.00	1,101,000.00	1,101,000.00	100.00%	0.00
General Non-Departmental Totals	<u>1,119,880.15</u>	<u>16,103.94</u>	<u>1,103,776.21</u>	<u>1,291,277.80</u>	<u>1,282,355.00</u>	<u>100.70%</u>	<u>(8,922.80)</u>

City of Joshua
Financial Statement
As of September 30, 2021

10/7/2021 11:14 AM

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	415.00	0.00	415.00	449.32	2,000.00	22.47%	1,550.68
100-03-5220 M/C Office Supplies	0.00	4.13	(4.13)	361.65	50.00	723.30%	(311.65)
100-03-5262 M/C Events & Awards	176.48	83.37	93.11	561.76	1,000.00	56.18%	438.24
Mayor & Council Totals	591.48	87.50	503.98	1,372.73	3,050.00	45.01%	1,677.27

City of Joshua
Financial Statement
As of September 30, 2021

10/7/2021 11:14 AM

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	25,893.85	24,153.85	1,740.00	392,394.47	363,988.00	107.80%	(28,406.47)
100-04-5112 AD Worker's Comp	0.00	0.00	0.00	1,045.48	1,140.00	91.71%	94.52
100-04-5117 AD Longevity Pay	0.00	0.00	0.00	2,012.00	2,015.00	99.85%	3.00
100-04-5120 AD Payroll Taxes	398.42	539.50	(141.08)	6,929.34	7,015.00	98.78%	85.66
100-04-5130 AD Benefits	1,678.56	4,900.69	(3,222.13)	39,035.46	58,550.00	66.67%	19,514.54
100-04-5140 AD TMRS	1,676.02	1,911.77	(235.75)	23,302.66	24,860.00	93.74%	1,557.34
100-04-5150 AD Training & Travel	415.00	275.00	140.00	1,829.21	5,000.00	36.58%	3,170.79
100-04-5160 AD Dues & Memberships	156.00	251.10	(95.10)	3,036.56	3,000.00	101.22%	(36.56)
100-04-5161 AD Surety Bonds	100.00	16.63	83.37	300.00	200.00	150.00%	(100.00)
100-04-5212 AD Reference Materials	0.00	41.85	(41.85)	270.64	500.00	54.13%	229.36
100-04-5220 AD Office Supplies	669.47	347.41	322.06	5,656.37	4,150.00	136.30%	(1,506.37)
100-04-5221 AD Printing	0.00	119.30	(119.30)	971.86	1,425.00	68.20%	453.14
100-04-5222 AD Postage	215.76	148.65	67.11	1,328.15	1,775.00	74.83%	446.85
100-04-5240 AD Election Expenses	0.00	0.00	0.00	22,027.11	9,000.00	244.75%	(13,027.11)
100-04-5250 AD Office Equip & Furniture	2,105.54	1,094.27	1,011.27	14,772.97	10,600.00	139.37%	(4,172.97)
100-04-5330 AD Building R & M	11,010.01	6,484.29	4,525.72	51,709.37	53,672.00	96.34%	1,962.63
100-04-5350 AD Office Equipment R & M	1,368.38	901.46	466.92	9,984.90	10,770.00	92.71%	785.10
100-04-5402 AD IT Services	283.60	502.20	(218.60)	4,257.85	6,000.00	70.96%	1,742.15
100-04-5403 AD Accounting & Audit	0.00	0.00	0.00	20,700.00	26,000.00	79.62%	5,300.00
100-04-5404 AD Contract Services	0.00	0.00	0.00	4,234.50	6,200.00	68.30%	1,965.50
100-04-5410 AD Software Maintenance	0.00	0.00	0.00	11,637.50	21,265.00	54.73%	9,627.50
100-04-5710 AD Utilities	2,261.16	2,511.00	(249.84)	24,909.74	30,000.00	83.03%	5,090.26
100-04-5750 AD Mobile Technology	378.94	214.13	164.81	2,094.12	2,570.00	81.48%	475.88
100-04-5909 AD Miscellaneous	183.36	125.55	57.81	860.40	1,500.00	57.36%	639.60
100-04-5931 AD Publishing & Filing Fees	536.00	833.37	(297.37)	4,130.50	10,000.00	41.31%	5,869.50
100-04-5932 AD Engineering Service	0.00	0.00	0.00	0.00	0.00	0.00%	0.00

City of Joshua
Financial Statement
As of September 30, 2021

10/7/2021 11:14 AM

100 - General Fund Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-04-5933 AD Planning	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
100-04-5945 AD COVID-19	2,661.18	0.00	2,661.18	4,017.98	0.00	0.00%	(4,017.98)
Administration Totals	51,991.25	45,372.02	6,619.23	653,449.14	661,195.00	98.83%	7,745.86

City of Joshua
Financial Statement
As of September 30, 2021

10/7/2021 11:14 AM

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	66,184.94	60,108.54	6,076.40	759,339.47	781,645.00	97.15%	22,305.53
100-05-5111 PD Overtime	(1,299.42)	2,083.37	(3,382.79)	25,941.26	25,000.00	103.77%	(941.26)
100-05-5112 PD Worker's Comp	0.00	0.00	0.00	14,424.21	19,950.00	72.30%	5,525.79
100-05-5117 PD Longevity Pay	0.00	0.00	0.00	3,120.00	3,120.00	100.00%	0.00
100-05-5120 PD Payroll Taxes	1,361.98	1,069.35	292.63	18,455.29	13,905.00	132.72%	(4,550.29)
100-05-5130 PD Benefits	5,250.12	7,701.27	(2,451.15)	65,279.65	92,010.00	70.95%	26,730.35
100-05-5140 PD TMRS	3,908.39	3,649.36	259.03	44,145.75	47,455.00	93.03%	3,309.25
100-05-5150 PD Training & Travel	813.42	1,021.14	(207.72)	4,994.31	12,200.00	40.94%	7,205.69
100-05-5160 PD Dues/Memberships	190.00	0.00	190.00	1,421.00	1,390.00	102.23%	(31.00)
100-05-5161 PD Surety Bonds	0.00	8.37	(8.37)	100.00	100.00	100.00%	0.00
100-05-5180 PD Citizens Police Academy	54.99	0.00	54.99	285.61	500.00	57.12%	214.39
100-05-5213 PD Uniforms	472.88	435.24	37.64	4,454.41	5,200.00	85.66%	745.59
100-05-5215 PD Law Enforcement	345.51	318.06	27.45	3,742.44	3,800.00	98.49%	57.56
100-05-5217 PD Criminal Investigation	310.21	334.80	(24.59)	5,316.12	4,000.00	132.90%	(1,316.12)
100-05-5218 PD Awards	31.97	12.50	19.47	85.95	150.00	57.30%	64.05
100-05-5219 PD Public Relations	70.99	12.50	58.49	70.99	150.00	47.33%	79.01
100-05-5220 PD Office Supplies	205.27	229.13	(23.86)	2,191.84	2,750.00	79.70%	558.16
100-05-5222 PD Postage	29.93	41.63	(11.70)	532.49	500.00	106.50%	(32.49)
100-05-5250 PD Equipment & Furniture	0.00	167.40	(167.40)	1,978.85	2,000.00	98.94%	21.15
100-05-5260 PD Vests/Safety Equipment	1,859.14	250.00	1,609.14	2,108.28	3,000.00	70.28%	891.72
100-05-5310 PD Vehicle R & M	924.46	1,046.25	(121.79)	8,527.04	12,500.00	68.22%	3,972.96
100-05-5310 PD Fuel, Oil & Service	6,688.88	1,666.63	5,022.25	24,767.70	20,000.00	123.84%	(4,767.70)
100-05-5320 PD Equipment R & M	0.00	83.37	(83.37)	1,265.12	1,000.00	126.51%	(265.12)
100-05-5330 PD Building R & M	3,064.93	2,092.50	972.43	36,608.78	25,000.00	146.44%	(11,608.78)
100-05-5351 PD Copier/Support	612.77	544.05	68.72	6,249.56	6,500.00	96.15%	250.44
100-05-5402 PD IT Services	496.30	527.31	(31.01)	5,890.12	6,300.00	93.49%	409.88

City of Joshua
Financial Statement
As of September 30, 2021

10/7/2021 11:14 AM

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	1,305.00	0.00	1,305.00	67,144.52	71,000.00	94.57%	3,855.48
100-05-5408 PD Reporting System	0.00	0.00	0.00	20,775.70	30,000.00	69.25%	9,224.30
100-05-5601 PD Capital Outlay <\$5,000	0.00	0.00	0.00	6,554.78	6,600.00	99.31%	45.22
100-05-5611 PD Principal Payments	0.00	(85.72)	85.72	8,000.00	8,000.00	100.00%	0.00
100-05-5612 PD Interest Expense	0.00	85.72	(85.72)	1,600.82	1,605.00	99.74%	4.18
100-05-5710 PD Utilities	1,048.36	1,255.50	(207.14)	11,604.74	15,000.00	77.36%	3,395.26
100-05-5750 PD Mobile Technology	601.10	694.71	(93.61)	4,599.10	8,300.00	55.41%	3,700.90
100-05-5909 PD Miscellaneous	0.00	33.37	(33.37)	199.42	400.00	49.86%	200.58
100-05-5945 PD COVID-19	1,986.12	0.00	1,986.12	12,559.06	0.00	0.00%	(12,559.06)
Police Department Totals	<u>96,518.24</u>	<u>85,386.35</u>	<u>11,131.89</u>	<u>1,174,334.38</u>	<u>1,231,030.00</u>	<u>95.39%</u>	<u>56,695.62</u>

City of Joshua
Financial Statement
As of September 30, 2021

10/7/2021 11:14 AM

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	13,473.98	16,084.86	(2,610.88)	191,899.51	209,165.00	91.75%	17,265.49
100-06-5111 PW Overtime	751.28	150.66	600.62	3,371.53	1,800.00	187.31%	(1,571.53)
100-06-5112 PW Worker's Comp	0.00	0.00	0.00	7,713.36	11,880.00	64.93%	4,166.64
100-06-5117 PW Longevity Pay	0.00	0.00	0.00	1,056.00	1,060.00	99.62%	4.00
100-06-5120 PW Payroll Taxes	204.36	303.02	(98.66)	4,380.01	3,940.00	111.17%	(440.01)
100-06-5130 PW Benefits	2,040.50	3,080.65	(1,040.15)	26,904.65	36,805.00	73.10%	9,900.35
100-06-5140 PW TMRS	874.18	955.52	(81.34)	11,919.96	12,425.00	95.94%	505.04
100-06-5150 PW Training & Travel	0.00	0.00	0.00	317.50	0.00	0.00%	(317.50)
100-06-5213 PW Uniforms	762.44	502.20	260.24	6,830.81	6,000.00	113.85%	(830.81)
100-06-5220 PW Office Supplies	0.00	25.11	(25.11)	284.70	300.00	94.90%	15.30
100-06-5261 PW Equipment Rental	247.73	83.70	164.03	961.27	1,000.00	96.13%	38.73
100-06-5270 PW Street Supplies &	35,801.67	13,823.49	21,978.18	173,769.26	165,155.00	105.22%	(8,614.26)
100-06-5310 PW Fuel, Oil & Service	1,125.27	1,255.50	(130.23)	10,799.95	15,000.00	72.00%	4,200.05
100-06-5310 PW Vehicle R & M	1,890.29	1,088.10	802.19	10,208.85	13,000.00	78.53%	2,791.15
100-06-5320 PW Equipment R & M	9,976.73	2,427.30	7,549.43	28,691.18	29,000.00	98.94%	308.82
100-06-5330 PW Building R & M	342.19	1,088.10	(745.91)	5,306.59	13,000.00	40.82%	7,693.41
100-06-5331 PW Sign R & M	0.00	485.46	(485.46)	9,888.16	5,800.00	170.49%	(4,088.16)
100-06-5332 PW Minor Tools	0.00	41.63	(41.63)	335.88	500.00	67.18%	164.12
100-06-5350 PW Office Equipment R & M	0.00	16.63	(16.63)	359.97	200.00	179.99%	(159.97)
100-06-5402 PW IT Services	70.90	171.64	(100.74)	1,517.08	2,050.00	74.00%	532.92
100-06-5404 PW Contract Service	0.00	1,523.34	(1,523.34)	2,886.98	18,200.00	15.86%	15,313.02
100-06-5600 PW Capital Outlay >\$5,000	10,690.00	0.00	10,690.00	23,690.00	19,885.00	119.14%	(3,805.00)
100-06-5601 PW Capital Outlay <\$5,000	1,677.99	0.00	1,677.99	1,677.99	28,300.00	5.93%	26,622.01
100-06-5611 PW Principal Payments	0.00	(17.86)	17.86	90,689.97	90,690.00	100.00%	0.03
100-06-5612 PW Interest Expense	0.00	17.86	(17.86)	13,186.61	13,190.00	99.97%	3.39
100-06-5710 PW Building Utilities	307.05	418.50	(111.45)	4,321.43	5,000.00	86.43%	678.57

City of Joshua
Financial Statement
As of September 30, 2021

10/7/2021 11:14 AM

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	92.32	150.66	(58.34)	1,246.32	1,800.00	69.24%	553.68
100-06-5945 PW COVID-19	600.00	0.00	600.00	2,333.80	0.00	0.00%	(2,333.80)
Public Works Totals	80,928.88	43,676.07	37,252.81	636,549.32	705,145.00	90.27%	68,595.68

City of Joshua
Financial Statement
As of September 30, 2021

10/7/2021 11:14 AM

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	4,615.70	3,654.71	960.99	47,798.17	47,525.00	100.57%	(273.17)
100-07-5111 MC Overtime	257.03	50.00	207.03	959.57	600.00	159.93%	(359.57)
100-07-5112 MC Worker's Comp	0.00	0.00	0.00	195.20	120.00	162.67%	(75.20)
100-07-5117 MC Longevity Pay	0.00	0.00	0.00	900.00	900.00	100.00%	0.00
100-07-5120 MC Payroll Taxes	105.37	65.82	39.55	1,448.63	855.00	169.43%	(593.63)
100-07-5130 MC Benefits	408.10	471.71	(63.61)	5,710.55	5,635.00	101.34%	(75.55)
100-07-5140 MC TMRS	285.54	221.16	64.38	2,985.95	2,875.00	103.86%	(110.95)
100-07-5150 MC Training & Travel	0.00	166.63	(166.63)	100.00	2,000.00	5.00%	1,900.00
100-07-5160 MC Dues & Memberships	0.00	0.00	0.00	55.00	100.00	55.00%	45.00
100-07-5161 MC Surety Bonds	0.00	16.63	(16.63)	100.00	200.00	50.00%	100.00
100-07-5220 MC Office Supplies	0.00	16.74	(16.74)	88.29	200.00	44.15%	111.71
100-07-5221 MC Printing	288.36	54.46	233.90	1,124.03	650.00	172.93%	(474.03)
100-07-5222 MC Postage	124.72	83.70	41.02	638.64	1,000.00	63.86%	361.36
100-07-5350 MC Office Equipment R & M	274.95	167.40	107.55	2,032.60	2,000.00	101.63%	(32.60)
100-07-5401 MC IT Service	35.45	103.43	(67.98)	913.68	1,235.00	73.98%	321.32
100-07-5402 MC Legal Services	1,000.00	502.20	497.80	3,502.40	6,000.00	58.37%	2,497.60
100-07-5404 MC Judge Contract Services	0.00	2,200.00	(2,200.00)	26,418.00	26,400.00	100.07%	(18.00)
100-07-5410 MC Warrant Collection Fee	0.00	167.40	(167.40)	1,446.00	2,000.00	72.30%	554.00
100-07-5910 MC Warrant Entry Fees	101.42	83.70	17.72	367.47	1,000.00	36.75%	632.53
100-07-5945 MC COVID-19	0.00	0.00	0.00	1,439.55	0.00	0.00%	(1,439.55)
Municipal Court Totals	7,496.64	8,025.69	(529.05)	98,223.73	101,295.00	96.97%	3,071.27

City of Joshua
Financial Statement
As of September 30, 2021

10/7/2021 11:14 AM

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	10,433.60	13,137.25	(2,703.65)	150,617.05	170,835.00	88.17%	20,217.95
100-08-5111 DS Overtime	0.00	41.63	(41.63)	487.88	500.00	97.58%	12.12
100-08-5112 DS Worker's Comp	0.00	0.00	0.00	675.16	745.00	90.63%	69.84
100-08-5117 DS Longevity Pay	0.00	0.00	0.00	688.00	690.00	99.71%	2.00
100-08-5120 DS Payroll Taxes	114.32	236.54	(122.22)	2,487.36	3,075.00	80.89%	587.64
100-08-5130 DS Benefits	854.32	2,054.02	(1,199.70)	17,407.24	24,540.00	70.93%	7,132.76
100-08-5140 DS TMRS	611.40	775.59	(164.19)	9,141.76	10,085.00	90.65%	943.24
100-08-5150 DS Training & Travel	0.00	401.76	(401.76)	1,157.48	4,800.00	24.11%	3,642.52
100-08-5160 DS Dues & Memberships	149.90	25.11	124.79	149.90	300.00	49.97%	150.10
100-08-5161 DS Surety Bonds	0.00	16.63	(16.63)	200.00	200.00	100.00%	0.00
100-08-5213 DS Uniforms	0.00	41.85	(41.85)	0.00	500.00	0.00%	500.00
100-08-5220 DS Office Supplies	0.00	75.33	(75.33)	238.87	900.00	26.54%	661.13
100-08-5221 DS Printing	0.00	58.59	(58.59)	988.92	700.00	141.27%	(288.92)
100-08-5222 DS Postage	4.81	33.48	(28.67)	298.33	400.00	74.58%	101.67
100-08-5250 DS Office Equip & Furniture	186.07	117.18	68.89	4,197.94	1,400.00	299.85%	(2,797.94)
100-08-5310 DS Fuel, Oil & Service	86.62	125.55	(38.93)	591.27	1,500.00	39.42%	908.73
100-08-5310 DS Vehicle R & M	0.00	41.85	(41.85)	125.56	500.00	25.11%	374.44
100-08-5402 DS IT Services	141.80	107.56	34.24	1,326.07	1,285.00	103.20%	(41.07)
100-08-5403 DS Permits Software	0.00	553.78	(553.78)	6,615.00	6,615.00	100.00%	0.00
100-08-5404 DS Contract Services	342.00	209.25	132.75	6,224.00	2,500.00	248.96%	(3,724.00)
100-08-5406 DS Nuisance Abatement	0.00	166.63	(166.63)	500.00	2,000.00	25.00%	1,500.00
100-08-5600 DS Capital Outlay >\$5,000	0.00	416.63	(416.63)	0.00	5,000.00	0.00%	5,000.00
100-08-5750 DS Mobile Technology	172.58	88.81	83.77	1,035.36	1,060.00	97.68%	24.64
100-08-5910 DS Property Liens	0.00	41.63	(41.63)	0.00	500.00	0.00%	500.00
100-08-5932 DS Engineering Service	10,214.20	8,030.87	2,183.33	106,136.08	96,370.00	110.13%	(9,766.08)
100-08-5933 DS Planning	2,355.00	4,396.25	(2,041.25)	26,970.55	52,755.00	51.12%	25,784.45

City of Joshua
Financial Statement
As of September 30, 2021

10/7/2021 11:14 AM

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)	26,000.00	30,000.00	86.67%	4,000.00
100-08-5945 DS COVID-19	0.00	0.00	0.00	5,181.78	0.00	0.00%	(5,181.78)
Development Services Totals	25,666.62	33,693.77	(8,027.15)	369,441.56	419,755.00	88.01%	50,313.44

City of Joshua
Financial Statement
As of September 30, 2021

10/7/2021 11:14 AM

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	6,080.82	6,192.81	(111.99)	79,018.75	80,530.00	98.12%	1,511.25
100-09-5111 AC Overtime	468.85	166.63	302.22	1,628.74	2,000.00	81.44%	371.26
100-09-5112 AC Worker's Comp	0.00	0.00	0.00	2,795.12	2,900.00	96.38%	104.88
100-09-5117 AC Longevity Pay	0.00	0.00	0.00	1,248.00	1,250.00	99.84%	2.00
100-09-5120 AC Payroll Taxes	115.60	126.92	(11.32)	1,942.98	1,650.00	117.76%	(292.98)
100-09-5130 AC Benefits	816.20	1,068.86	(252.66)	9,788.70	12,770.00	76.65%	2,981.30
100-09-5140 AC TMRS	386.51	363.02	23.49	4,871.89	4,720.00	103.22%	(151.89)
100-09-5150 AC Training & Travel	126.14	261.59	(135.45)	1,828.75	3,125.00	58.52%	1,296.25
100-09-5160 AC Dues & Memberships	50.00	8.37	41.63	150.00	100.00	150.00%	(50.00)
100-09-5161 AC Surety Bonds	0.00	0.00	0.00	300.00	300.00	100.00%	0.00
100-09-5213 AC Uniforms	247.60	87.94	159.66	1,001.08	1,050.00	95.34%	48.92
100-09-5220 AC Office Supplies	0.00	62.83	(62.83)	662.28	750.00	88.30%	87.72
100-09-5222 AC Postage	108.82	46.09	62.73	761.63	550.00	138.48%	(211.63)
100-09-5250 AC Office Equip & Furniture	2,231.76	16.74	2,215.02	2,800.75	200.00	1400.38%	(2,600.75)
100-09-5280 AC Micro Chips	0.00	133.92	(133.92)	1,195.00	1,600.00	74.69%	405.00
100-09-5282 AC Medical Supplies	0.00	487.58	(487.58)	3,787.01	5,825.00	65.01%	2,037.99
100-09-5284 AC Rabies Vouchers	40.00	33.48	6.52	160.00	400.00	40.00%	240.00
100-09-5310 AC Fuel, Oil & Service	209.17	167.40	41.77	1,331.35	2,000.00	66.57%	668.65
100-09-5310 AC Vehicle R & M	16.00	669.60	(653.60)	781.16	8,000.00	9.76%	7,218.84
100-09-5330 AC Building R & M	24,453.09	1,590.30	22,862.79	41,666.00	19,000.00	219.29%	(22,666.00)
100-09-5330 AC Animal Food	171.77	251.10	(79.33)	3,420.33	3,000.00	114.01%	(420.33)
100-09-5402 AC IT Services	106.35	351.54	(245.19)	3,358.04	4,200.00	79.95%	841.96
100-09-5404 AC Contract Services	238.13	209.25	28.88	2,380.47	2,500.00	95.22%	119.53
100-09-5408 AC Professional Services	915.00	291.63	623.37	2,220.50	3,500.00	63.44%	1,279.50
100-09-5710 AC Utilities	1,072.20	1,213.65	(141.45)	11,316.63	14,500.00	78.05%	3,183.37
100-09-5750 AC Mobile Technology	46.16	100.44	(54.28)	830.88	1,200.00	69.24%	369.12

City of Joshua
Financial Statement
As of September 30, 2021

10/7/2021 11:14 AM

100 - General Fund Animal Control	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-09-5945 AC COVID-19	0.00	0.00	0.00	654.24	0.00	0.00%	(654.24)
Animal Control Totals	37,900.17	13,901.69	23,998.48	181,900.28	177,620.00	102.41%	(4,280.28)

City of Joshua
Financial Statement
As of September 30, 2021

10/7/2021 11:14 AM

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	26,073.62	24,759.15	1,314.47	273,571.24	309,100.00	88.51%	35,528.76
100-10-5111 FD Overtime	421.20	0.00	421.20	4,122.00	0.00	0.00%	(4,122.00)
100-10-5112 FD Worker's Comp	0.00	0.00	0.00	10,797.84	18,485.00	58.41%	7,687.16
100-10-5117 FD Longevity Pay	0.00	0.00	0.00	404.00	405.00	99.75%	1.00
100-10-5120 FD Payroll Taxes	381.94	394.92	(12.98)	5,770.90	5,135.00	112.38%	(635.90)
100-10-5130 FD Benefits	1,711.70	2,567.09	(855.39)	15,355.27	30,670.00	50.07%	15,314.73
100-10-5140 FD TMRS	1,556.64	1,327.33	229.31	16,317.58	17,260.00	94.54%	942.42
100-10-5150 FD Training & Travel	55.00	1,268.11	(1,213.11)	4,175.33	15,150.00	27.56%	10,974.67
100-10-5160 FD Dues & Memberships	0.00	513.18	(513.18)	4,108.24	6,130.00	67.02%	2,021.76
100-10-5180 FD Incentive	2,156.00	2,343.60	(187.60)	22,676.35	28,000.00	80.99%	5,323.65
100-10-5181 FD Staff Immunizations &	0.00	250.00	(250.00)	3,025.00	3,000.00	100.83%	(25.00)
100-10-5182 FD Insurance (VFIS)	0.00	0.00	0.00	4,908.00	7,000.00	70.11%	2,092.00
100-10-5183 FD ESD Incentive	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
100-10-5213 FD Uniforms	624.94	502.20	122.74	9,048.71	6,000.00	150.81%	(3,048.71)
100-10-5218 FD Awards	0.00	125.00	(125.00)	882.69	1,500.00	58.85%	617.31
100-10-5220 FD Office Supplies	(1.65)	125.55	(127.20)	1,251.77	1,500.00	83.45%	248.23
100-10-5222 FD Postage	122.74	8.37	114.37	603.99	100.00	603.99%	(503.99)
100-10-5264 FD Radios & Mics	0.00	83.37	(83.37)	0.00	1,000.00	0.00%	1,000.00
100-10-5285 FD Code Enforcement	3,050.91	857.15	2,193.76	4,967.75	6,000.00	82.80%	1,032.25
100-10-5290 FD Fire Fighting Supplies	181.87	1,061.36	(879.49)	3,538.98	10,000.00	35.39%	6,461.02
100-10-5291 FD EMS Supplies	1,707.87	190.51	1,517.36	11,927.01	5,000.00	238.54%	(6,927.01)
100-10-5293 FD Personal Protective Equip	9,372.90	2,427.30	6,945.60	9,814.90	29,000.00	33.84%	19,185.10
100-10-5296 FD Fire Prevention Program	0.00	167.40	(167.40)	317.53	2,000.00	15.88%	1,682.47
100-10-5310 FD Fuel, Oil & Service	1,601.13	753.30	847.83	8,574.28	9,000.00	95.27%	425.72
100-10-5310 FD Vehicle R & M	9,697.06	2,092.50	7,604.56	29,894.80	25,000.00	119.58%	(4,894.80)
100-10-5320 FD Equipment R & M	598.44	1,552.31	(953.87)	11,717.49	18,545.00	63.18%	6,827.51

City of Joshua
Financial Statement
As of September 30, 2021

10/7/2021 11:14 AM

100 - General Fund Fire Department	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-10-5330 FD Building R & M	409.77	1,076.85	(667.08)	12,895.75	12,865.00	100.24%	(30.75)
100-10-5350 FD Office Equipment R & M	348.28	694.33	(346.05)	6,702.00	8,295.00	80.80%	1,593.00
100-10-5402 FD IT Services	389.95	418.50	(28.55)	5,553.75	5,000.00	111.08%	(553.75)
100-10-5404 FD Contract Services	2,982.20	1,561.44	1,420.76	17,437.20	18,655.00	93.47%	1,217.80
100-10-5710 FD Utilities	1,448.93	2,385.45	(936.52)	24,391.89	28,500.00	85.59%	4,108.11
100-10-5750 FD Mobile Technology	764.96	493.83	271.13	5,447.11	5,900.00	92.32%	452.89
100-10-5908 FD Emergency Management	34.96	1,242.13	(1,207.17)	14,062.79	14,840.00	94.76%	777.21
100-10-5909 FD Miscellaneous	53.67	41.85	11.82	501.71	500.00	100.34%	(1.71)
Fire Department Totals	65,745.03	51,284.08	14,460.95	544,763.85	649,535.00	83.87%	104,771.15

City of Joshua
Financial Statement
As of September 30, 2021

10/7/2021 11:14 AM

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	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
100-11-5112 PK Worker's Comp	0.00	0.00	0.00	342.68	0.00	0.00%	(342.68)
100-11-5213 PK Uniforms	0.00	125.55	(125.55)	1,733.75	1,500.00	115.58%	(233.75)
100-11-5220 PK Office Supplies	74.06	12.50	61.56	114.99	150.00	76.66%	35.01
100-11-5270 PK Park Supplies & Materials	140.81	1,004.40	(863.59)	12,675.71	12,000.00	105.63%	(675.71)
100-11-5275 PK Field Supplies & Materials	0.00	334.80	(334.80)	0.00	4,000.00	0.00%	4,000.00
100-11-5310 PK Vehicle R & M	306.20	83.70	222.50	361.72	1,000.00	36.17%	638.28
100-11-5310 PK Fuel, Oil & Service	352.26	209.25	143.01	1,879.19	2,500.00	75.17%	620.81
100-11-5320 PK Equipment R & M	0.00	125.00	(125.00)	2,319.87	1,500.00	154.66%	(819.87)
100-11-5330 PK Building R & M	1,627.57	502.20	1,125.37	2,610.74	6,000.00	43.51%	3,389.26
100-11-5331 PK Minor Tools	15.19	20.98	(5.79)	188.32	250.00	75.33%	61.68
100-11-5335 PK Dept Building R & M	0.00	83.70	(83.70)	1,388.12	1,000.00	138.81%	(388.12)
100-11-5340 PK Irrigation R & M	0.00	251.10	(251.10)	5,819.51	3,000.00	193.98%	(2,819.51)
100-11-5402 PK IT Services	70.90	25.11	45.79	193.36	300.00	64.45%	106.64
100-11-5600 PK Capital Outlay >\$5,000	225.20	6,059.50	(5,834.30)	25,039.82	72,395.00	34.59%	47,355.18
100-11-5601 PK Capital Outlay <\$5,000	0.00	1,132.50	(1,132.50)	0.00	13,590.00	0.00%	13,590.00
100-11-5710 PK Dept Utilities	389.86	502.20	(112.34)	4,214.54	6,000.00	70.24%	1,785.46
100-11-5715 PK Park Utilities	10,300.72	0.00	10,300.72	56,643.30	80,000.00	70.80%	23,356.70
100-11-5720 PK Gas	0.00	50.22	(50.22)	0.00	600.00	0.00%	600.00
100-11-5750 PK Mobile Technology	96.60	77.94	18.66	531.17	930.00	57.12%	398.83
Park Maintenance Totals	13,599.37	10,600.65	2,998.72	116,056.79	206,715.00	56.14%	90,658.21
Expense Totals	1,539,028.07	341,257.71	1,197,770.36	5,495,034.44	5,871,560.00	93.59%	376,525.56



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

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

City Council Absent: Rick DePriest, Place 1 and Robert Fleming, Place 5

City Staff Present: Mike Peacock, City Manager; Amber Bransom, Asst. City Manager; 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/89559171717?pwd=V2JLS1H0VDVTMIY2U2RIVFJMSlp6QT09>

Meeting ID: 895 5917 1717 Passcode: 677852 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 may be found on the city's website (cityofjoshuatx.us) on the Agenda/Minutes/Recordings page. Speaker cards received by 5:00 PM on the day of the meeting will be read during the meeting in the order received by the City Secretary.
- By phone: Please call 817/558-7447 ext. 2003 by 5:00 PM on the day of the meeting and provide your name, address, and question. The City Secretary will read your question in the order they are received.

A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

Mayor Hollarn announced a quorum present and called the meeting to order at 6:30 PM.

B. PLEDGE OF ALLEGIANCE

1. United States of America
2. Texas Flag

Councilmember Kidd led the Pledge to the flags.

C. INVOCATION

Isaac Heath, pastor of Joshua Seventh-day Adventist Church, led the invocation.

D. WORK SESSION

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

No discussion on this item (D1)

2. Questions regarding Regular Session agenda items.

No discussion on this item (D2)

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.

- Mayor Hollarn read out loud and presented a proclamation proclaiming the week of September 20, 2021 as Constitution Week to members of the Daughters of the American Revolution.
- Police Chief Gelsthorpe introduced newly appointed Captain Scott Peters.

F. CONSENT AGENDA

Councilmember Kimble requested the Consent Agenda be separated.

1. Consider approval of minutes from the City Council Meeting held on August 19, 2021. (Staff Resource: A. Holloway)

City Secretary Holloway stated that she needs to make a correction to the minutes by showing Councilmember Breitenstein present.

Councilmember Kimble moved to approve the meeting minutes of July 15, 2021 with correction. Councilmember Kidd seconded the motion. The motion passed unanimously.

2. Consider approval of a Memorandum of Understanding between the City of Joshua and the Joshua Independent School District outlining services provided and responsibilities of the Joshua Police Department and the Joshua Independent School District; and authorizing the City Manager and Chief of Police to sign. (Staff Resource: D. Gelsthorpe)

Councilmember Breitenstein moved to approve a Memorandum of Understanding between the City of Joshua and the Joshua Independent School District outlining services provided and responsibilities of the Joshua Police Department and the Joshua Independent School District; and authorizing the City Manager and Chief of Police to sign. Councilmember Nichols seconded the motion. The motion passed unanimously.

3. Consider approval of Interlocal Cooperation Agreements with Johnson County for dispatching services for the Joshua Police Department and Joshua Fire Department. (Staff Resource: D. Gelsthorpe and T. Griffith)

Councilmember Kimble moved to approve Interlocal Cooperation Agreements with Johnson County for dispatching services for the Joshua Police Department and Joshua Fire Department. Councilmember Breitenstein seconded the motion. The motion passed unanimously.

4. Consider approval of an Interlocal Cooperation Agreement with Johnson County for housing City's Class "C" Misdemeanor Prisoners. (Staff Resource: D. Gelsthorpe)

Councilmember Kidd moved to approve an Interlocal Cooperation Agreement with Johnson County for housing City's Class "C" Misdemeanor Prisoners. Councilmember Breitenstein seconded the motion. The motion passed unanimously.

G. REGULAR AGENDA

1. Public Hearing on the proposed budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022. (Staff Resource: M. Peacock)
 - Staff Presentation
 - Those in Favor
 - Those Against
 - Staff Rebuttal

Mayor Hollarn opened the public hearing on the proposed budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022 at 6:42 pm.

City Manager Peacock stated that with the help of staff, the budget is balanced without the use of reserve funds and was able to lower the tax rate.

No comments were made by the general public. Mayor Hollarn closed the public hearing at 6:43 pm.

2. Discuss, consider, and possible action on an Ordinance approving the Annual Budget for the fiscal year beginning October 1, 2021, and ending September 30, 2022. (Staff Resource: M. Peacock)

Councilmember Breitenstein moved to approve an Ordinance approving the Annual Budget for the fiscal year beginning October 1, 2021, and ending September 30, 2022. Councilmember Nichols seconded the motion. The motion passed unanimously.

3. Discuss, consider, and possible action on an Ordinance adopting the City of Joshua 2021 Property Tax Rate. (Staff Resource: M. Peacock)

Councilmember Kimble moved to approve an Ordinance adopting the City of Joshua 2021 Property Tax Rate of \$0.711493. Councilmember Breitenstein seconded the motion. The motion passed unanimously.

4. Discuss, consider, and possible action on an Ordinance amending Chapter 2 of the Joshua Code of Ordinances regarding the keeping of animals within the City of Joshua. (Staff Resource: ACB President M. Kidd)

Councilmember Kidd moved to approve an Ordinance amending Chapter 2 of the Joshua Code of Ordinances regarding the keeping of animals within the City of Joshua. Councilmember Kimble seconded the motion. The motion passed unanimously.

5. Discuss, consider, and possible action on an Ordinance amending the Code of Ordinance regarding Garage Sales to make the permitting process more convenient on citizens to obtain. (Staff Resource: A. Holloway)

Councilmember Kimble moved to approve an Ordinance amending the Code of Ordinance regarding Garage Sales to make the permitting process more convenient on citizens to obtain. Councilmember Breitenstein seconded the motion. The motion passed unanimously.

6. Discuss, consider, and possible action on a proposal from Callahan & Freeman Architects for a Facility Feasibility Study. (Staff Resource: M. Peacock)

Councilmember Kidd moved to approve proposal from Callahan & Freeman Architects for a Facility Feasibility Study in the amount of \$36,000. Councilmember Nichols seconded the motion. The motion passed unanimously.

7. Consider approval of a contract with Johnson County ESD #1 for providing Fire Extinguishment and Emergency Services. (Staff Resource: T. Griffith)

Councilmember Breitenstein moved to approve a contract with Johnson County ESD #1 for providing Fire Extinguishment and Emergency Services. Councilmember Kidd seconded the motion. The motion passed unanimously.

8. Discuss, consider, and possible action on Board Appointments. (Staff Resource: A. Holloway)

City Secretary Holloway presented the following applications for possible appointment:

Planning & Zoning - 2 year terms

Seat 3: Jerry Moore
Seat 4: Richard Connally
Seat 5: Brent Gibson
Alternate 1: Julian Torrez

Zoning Board of Adjustment- 2 year terms

Seat 1: Doug Taylor
Seat 3:
Seat 5: Jeremy Morris

Type "A" EDC- 2 year terms

Seat 1: David Morgan
Seat 3: Johnny Waldrip
Seat 5: Esley Henderson
Seat 7: Aleshia Hayes

Type "B" EDC- 2 year terms

Seat 1: Glen Walden
Seat 3: Bill Funderburk
Seat 5: Nicholas Larson
Seat 7: Courtney Hewett

Library Board-3 year terms

Seat 3: Palmer Byerley

Animal Control Advisory-2 year terms

Seat 4: Kit Hall

Councilmember Breitenstein moved to appoint Board Members as presented. Councilmember Nichols seconded the motion. The motion passed unanimously.

H. STAFF REPORT

August 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 551.072 of the Texas Government Code to discuss or deliberate the purchase, exchange, lease, or value of real property.

Mayor Hollarn announced that the City Council will recess into Executive Session at 7:07 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 the executive session.

Mayor Hollarn reconvened the meeting into a regular session at 8:17 pm.

Councilmember Nichols moved to authorize the city manager to execute a real estate purchase contract for property located at Cedar Crest, SH 174, and Ramada Avenue and to take all other actions incident and related thereto. Councilmember Kimble 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 8:19 PM.

Joe Hollarn, Mayor

ATTEST:

Alice Holloway, TRMC
City Secretary

Approved: October 21, 2021



MEMORANDUM

TO: Mayor and City Council

FROM: Mike Peacock,

DATE: October 14, 2021

SUBJECT: Texas Opioid Abatement Fund Settlement

The Texas Opioid Abatement Settlement is the result of litigation by Attorney General Ken Paxton that allocates funds to Texas political subdivisions as a settlement in this law suit. 15% of the funds are allocated to political subdivisions, 15% to the Attorneys General Office and 70% to the Texas Opioid Abatement Fund Share.

Approval of the supporting resolution, accepts the negotiated settlement portion for Joshua in the amount of \$20,619.00

STAFF RECOMMENDATION:

Staff recommends approval of the settlement resolution.

CITY OF JOSHUA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, ELECTING TO PARTICIPATE IN THE PROPOSED OPIOID SETTLEMENTS BROUGHT BY THE STATE OF TEXAS AND OTHER JURISDICTIONS AGAINST VARIOUS PHARMACEUTICAL COMPANIES FOR THEIR ROLES IN THE NATIONAL OPIOID CRISIS; MAKING FINDINGS; AUTHORIZING THE CITY MANAGER TO EXECUTE APPROPRIATE DOCUMENTATION RELATED THERETO; ADOPTING THE TEXAS TERM SHEET; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Texas, along with a broad coalition of states and political subdivisions from across the country, sued three (3) major opioid distributors—McKesson, Cardinal Health and Amerisource Bergen—along with an opioid manufacturer—Johnson & Johnson—for their role in the national opioid crisis; and

WHEREAS, opioid use in the United States has resulted in an increase of opioid drug overdose deaths to a record high 69,000 in 2020, and in Texas at the same time drug overdose deaths increased 31.9%, driven primarily by opioid overdose deaths; and

WHEREAS, the opioid overdose death increase was driven primarily by fentanyl and other synthetic opioids; and

WHEREAS, all three (3) opioid distributors and opioid manufacturer Johnson & Johnson have reached a final settlement with Texas and the other jurisdictions; and

WHEREAS, Texas' combined share of the settlements is approximately \$1.5 billion, and Texas municipalities can participate in the settlement if they elect to participate and if a municipality elects not to participate, the municipality would be required to institute its own litigation against the opioid distributors and/or manufacturers; and

WHEREAS, the Texas Attorney General's Office has requested that Joshua and other Texas local governments elect to participate in the settlements, and to express such intent in a resolution by the governing body; and

WHEREAS, it is the intent of the City of Joshua to elect to participate in the settlements and therefore, such election to participate and to adopt the settlement term sheet will be forwarded to the Texas Attorney General's Office.

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

SECTION 1

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

SECTION 2

The City Council of the City of Joshua, Texas, hereby authorizes the City Manager to execute all necessary documentation reflecting the City's election to participate in the settlements referenced in this Resolution, as reflected in Exhibit 1 hereto, "Subdivision Settlement Participation Form," and to adopt Exhibit 2 hereto, "Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet," and to take any and all other steps requested or authorized by the Texas Attorney General's Office relative the settlements referenced in this Resolution.

SECTION 3

Any and all resolutions, rules, regulations, policies, or provisions in conflict with the provisions of this Resolution are hereby repealed and rescinded to the extent of any conflict herewith.

SECTION 4

This Resolution shall be effective from and after its passage by the City Council.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, ON THIS 21ST DAY OF OCTOBER, 2021.

Joe Hollarn, Mayor

ATTEST:

Alice Holloway, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, City Attorney

EXHIBIT 1

(Subdivision Settlement Participation Form)

EXHIBIT 2

(Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet)



City Council Agenda October 21, 2021

Agenda Item:G3

Ordinance

(Action Item)

Agenda Description:

Discuss, consider, and possible action on an Ordinance renaming Lakeside Drive between Clubhouse Drive and Mountain Valley Blvd to Lake Front Drive and amending the official map of the City of Joshua. (Staff Resource: M. Peacock & A. Holloway)

Background Information:

The City of Burleson discovered that they have two streets named Lakeside Drive. One is located in the Lakewood Subdivision and the other is between Old State Highway 174 to Clubhouse Drive. A portion of the road is in the City of Burleson and a portion in the City of Joshua.

Staff members of both cities believed that it would be best to begin the process to rename the street that is between Old State Highway 174 to Clubhouse Drive since there are no residential homes or commercial businesses addressed along this portion.

Staff believes this could be a life-safety issue and with the changing of the street name, it would help prevent confusion during emergency calls for all agencies.

Financial Information:

N/A

City Contact and Recommendations:

Alice Holloway, City Secretary
Mike Peacock, City Manager

Attachments:

1. Ordinance

CITY OF JOSHUA, TEXAS

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, CHANGING THE NAME OF A PUBLIC ROAD OR STREET IN THE CITY OF JOSHUA FROM “LAKESIDE DRIVE,” BETWEEN OLD STATE HIGHWAY 174 AND MOUNTAIN VALLEY BOULEVARD, TO “LAKE FRONT DRIVE”; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, in conjunction with recent action by the City of Burleson, a request has been proposed to change the name of a public road or street located within the city limits of the City of Joshua, Texas; to-wit: changing the name of Lakeside Drive, between Old State Highway 174 and Mountain Valley Boulevard, to Lake Front Drive; and

WHEREAS, the City Council of the City of Joshua, Texas, having considered the matter, desires to rename the aforementioned section of Lakeside Drive to Lake Front Drive, to the extent noted in this Preamble.

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

SECTION 1

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

SECTION 2

From and after the effective date of this Ordinance, the name of Lakeside Drive, from Old State Highway 74 to Mountain Valley Boulevard, is hereby changed to Lake Front Drive.

SECTION 3

The City Manager is hereby charged with notifying any and all public agencies, property owners and others of the foregoing name change and to take any and all necessary steps and acts to effect immediately such name change. The City Manager is also further authorized to make all appropriate revisions to street signage and City maps.

SECTION 4

All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict. Any remaining portion of conflicting ordinances shall remain in full force and effect.

SECTION 5

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City of Joshua hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional.

SECTION 6

This Ordinance shall take effect and be in full force from and after its passage, 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, ON THIS 21ST DAY OF OCTOBER, 2021.

APPROVED:

Joe Hollarn, Mayor

ATTEST:

Alice Holloway, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, City Attorney

CITY OF JOSHUA, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, AMENDING DIVISION 7, "ELECTRICAL CODE," AND DIVISION 15, "SWIMMING POOL AND SPA CODE," OF ARTICLE 3.02, "TECHNICAL AND CONSTRUCTION CODES AND STANDARDS," OF CHAPTER 3, "BUILDING REGULATIONS," OF THE CODE OF ORDINANCES OF THE CITY OF JOSHUA, TEXAS, BY ADOPTING THE MOST RECENT EDITIONS OF SAID CODES; MAKING FINDINGS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Joshua, Texas ("City"), is a Home Rule municipality acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, the City is authorized and empowered to amend ordinances from time to time in order to protect the welfare of its inhabitants; and

WHEREAS, the City Council has determined that the National Electric Code and the Swimming Pool and Spa Code should be updated and that the North Central Texas Council of Governments' Recommended Amendments to said codes also should be adopted; and

WHEREAS, the City Council has further determined that it is in the best interests of the residents of the City that such amendments be made.

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 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, existing Division 7, "Electrical Code," of Article 3.02, "Technical and Construction Codes and Standards," of Chapter 3, "Building Regulations," of the Code of Ordinances of the City of Joshua, Texas, is hereby amended to read as follows:

“Division 7. Electrical Code

Sec. 3.02.301 Adopted

The 2020 edition of the National Electrical Code, all appendices, the recommended amendments of the North Central Texas Council of Governments (dated November 2020), and local amendments are hereby adopted as the official electrical code of the city. This electrical code is fully incorporated by reference as though copied into this division in its entirety. The material contained in the National Electrical Code shall not be included in the formal codification of ordinances but shall be maintained as a public record in the office of the city secretary and will be available for public inspection and copying during regular business hours.

Sec. 3.02.302 Amendments

The city may from time to time by ordinance adopt local amendments to the electrical code as necessary to meet the unique needs of the city.”

SECTION 3

From and after the effective date of this Ordinance, existing Division 15, “Swimming Pool and Spa Code,” of Article 3.02, “Technical and Construction Codes and Standards,” of Chapter 3, “Building Regulations,” of the Code of Ordinances of the City of Joshua, Texas, is hereby amended to read as follows:

“Division 15. Swimming Pool and Spa Code

Sec. 3.02.651 Adopted

The 2018 edition of the International Swimming Pool and Spa Code, all appendices, the recommended amendments of the North Central Texas Council of Governments (dated September 2018), and local amendments are hereby adopted as the official swimming pool and spa code of the city. This swimming pool and spa code is fully incorporated by reference as though copied into this division in its entirety. The material contained in the International Swimming Pool and Spa Code shall not be included in the formal codification of ordinances but shall be maintained as a public record in the office of the city secretary and will be available for public inspection and copying during regular business hours.

Sec. 3.02.652 Amendments

The city may from time to time by ordinance adopt local amendments to the swimming pool and spa code as necessary to meet the unique needs of the city.”

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 the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 5

All rights and remedies of the City of Joshua are expressly saved as to any and all violations of the provisions of existing ordinances which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 6

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 of not more than Five Hundred Dollars (\$500.00) for each offense, and each and every day such violation shall continue shall constitute a separate offense.

SECTION 7

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, ON THIS THE 21ST DAY OF OCTOBER, 2021.

Joe Hollarn, Mayor

ATTEST:

Alice Holloway, City Secretary

APPROVED AS TO FORM:

Terrence S. Welch, City Attorney



MEMORANDUM

TO: Mayor and City Council

FROM: Mike Peacock,

DATE: October 14, 2021

SUBJECT: **General Obligation Refunding Bonds, Series 2021**

The City Council approved the potential refunding of General Obligation Bonds as presented by Andrew Friedman of Samco Capital. This ordinance if approved, authorizes the refunding of those bonds.

Andrew Friedman is present and has prepared information for the council.

ORDINANCE

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS AUTHORIZING THE ISSUANCE OF “CITY OF JOSHUA, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021”, LEVYING AN ANNUAL AD VALOREM TAX, WITHIN THE LIMITATIONS PRESCRIBED BY LAW, FOR THE PAYMENT OF THE BONDS; PRESCRIBING THE FORM, TERMS, CONDITIONS, AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, AND DELIVERY OF THE BONDS, AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT, A PURCHASE AND INVESTMENT LETTER, AND AN ESCROW DEPOSIT LETTER; COMPLYING WITH THE LETTER OF REPRESENTATIONS ON FILE 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, the City Council (the *City Council*) of the City of Joshua, Texas (the *City*) has heretofore issued, sold, and delivered, and there are currently outstanding obligations in the aggregate original principal amount of \$1,450,000, being the obligations set forth on Schedule I hereto which is incorporated by reference for all purposes to this ordinance (the *Refunded Obligations*); and

WHEREAS, the City Council intends to issue an aggregate principal amount of \$_____ in general obligation refunding bonds the proceeds of which will be utilized to provide for the (i) discharge and final payment of the Refunded Obligations and (ii) payment of the costs of issuance of general obligation refunding bonds; and

WHEREAS, pursuant to the provisions of Chapter 1207, as amended, Texas Government Code (the *Act*), the City Council is authorized to issue refunding bonds and deposit the proceeds of sale under an escrow agreement to provide for the payment of the Refunded Obligations, and such deposit, when made in accordance with the Act, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations; and

WHEREAS, the Act permits that the deposit of the proceeds from the sale of the refunding bonds be deposited directly with any designated escrow agent which is not the depository bank of the City; and

WHEREAS, when firm banking arrangements have been made for the payment of principal of and interest to the stated maturity or redemption dates of the Refunded Obligations, then the Refunded Obligations shall no longer be regarded as outstanding except for the purpose of receiving payment from the funds provided for such purpose and may not be included in or considered to be an indebtedness of the City for the purpose of a limitation on outstanding indebtedness or taxation or for any other purpose; and

WHEREAS, BOKF, NA, Austin, Texas currently serves as the paying agent for the Refunded Obligations; and

WHEREAS, BOKF, NA, Dallas, Texas is hereby appointed as the Escrow Agent (hereinafter defined) for the Bonds (hereafter defined); and

WHEREAS, _____, _____, _____ is hereby appointed as the Paying Agent/Registrar (hereinafter defined) for the general obligation refunding bonds; and

WHEREAS, the City Council also hereby finds and determines that the Refunded Obligations are scheduled to mature or are subject to being redeemed, not more than twenty (20) years from the date of the general obligation refunding bonds herein authorized and being issued to realize debt service savings, and such refunding will result in a net present value savings of \$_____, and a gross savings of \$_____; including the City's cash contribution of \$_____; and

WHEREAS, the City Council hereby finds and determines that the issuance of general obligation refunding bonds for the purpose of refunding the Refunded Obligations is in the best interests of the residents of the City, 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 refunding bonds of the City 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 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021" (the *Bonds*), for the purpose of providing funds for the (i) discharge and final payment of the Refunded Obligations and (ii) payment of the costs of issuance of the Bonds, all in conformity with the laws of the State of Texas, particularly the Act, and this ordinance adopted by the City Council on October 21, 2021.

SECTION 2. Fully Registered Obligations - Authorized Denominations - Stated Maturities - Interest Rates - Dated Date. The Bonds shall be issued as fully registered obligations, without coupons, shall be dated November 1, 2021 (the *Dated Date*), and shall generally be in denominations of \$100,000 or any integral multiple of \$5,000 in excess thereof, and the Bonds 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, or 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>
2022		
2023		

<u>Years of Stated Maturity</u>	<u>Principal Amounts (\$)</u>	<u>Interest Rates (%)</u>
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		

The Bonds shall bear interest on the unpaid principal amounts from the Closing Date (anticipated to occur on or about November 17, 2021), or from the most recent Interest Payment Date (hereinafter defined) 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 Bonds shall be payable on February 1 and August 1 in each year (each, an *Interest Payment Date*), commencing February 1, 2022, while the Bonds are Outstanding.

SECTION 3. Payment of Bonds - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Bonds, due and payable by reason of Stated Maturity, or otherwise, shall be payable 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 Bonds shall be without exchange or collection charges to the Holder (as hereinafter defined) of the Bonds.

The selection and appointment of _____, _____, _____ (the *Paying Agent/Registrar*) to serve as the initial Paying Agent/Registrar for the Bonds is hereby approved and confirmed, and the City 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 Bonds, 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 City may prescribe. The City covenants to maintain and provide a Paying Agent/Registrar at all times while the Bonds 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 City 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 City agrees to promptly cause a written notice of this substitution to be sent to each Holder of the Bonds by United States mail, first-class postage prepaid, which notice shall also give the address of the corporate office of the successor Paying Agent/Registrar.

Principal of, premium, if any, and interest on the Bonds, due and payable by reason of Stated Maturity, or otherwise, shall be payable only to the registered owner of the Bonds appearing on the Security Register (the *Holder* or *Holders*) maintained on behalf of the City by the Paying Agent/Registrar as hereinafter provided (i) on the Record Date (hereinafter defined) for purposes of payment of interest on the Bonds, (ii) on the date of surrender of the Bonds for purposes of receiving payment of principal thereof at the Bonds' Stated Maturity, and (iii) on any other date for any other purpose. The City and the Paying Agent/Registrar, and any agent of either, shall treat the Holder as the owner of a Bond for purposes of receiving payment and all other purposes whatsoever, and neither the City 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 Bonds shall be payable only upon presentation and surrender of the Bonds to the Paying Agent/Registrar at its corporate trust office (provided, however, with respect to principal payments prior to the final Stated Maturity, the Bonds need not be surrendered to the Paying Agent/Registrar, who will merely document this payment on an internal ledger maintained by the Paying Agent/Registrar). Interest on the Bonds 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 Bonds (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 Bonds 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 Bonds 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 City. 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 a Bond 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 Optional Redemption. The Bonds are not subject to redemption prior to Stated Maturity.

SECTION 5. Execution - Registration. The Bonds shall be executed on behalf of the City by its Mayor or Mayor Pro Tem under the seal of the City reproduced or impressed thereon and attested by its City Secretary. The signature of any of said officers on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who were, at the time

of the Dated Date, the proper officers of the City shall bind the City, notwithstanding that such individuals or either of them shall cease to hold such offices prior to the delivery of the Bonds to the Purchasers (hereinafter defined), all as authorized and provided in Chapter 1201, as amended, Texas Government Code.

No Bond shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Bond 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 Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly certified or registered and delivered.

SECTION 6. Registration - Transfer - Exchange of Bonds - Predecessor Bonds. A Security Register relating to the registration, payment, transfer, or exchange of the Bonds shall at all times be kept and maintained by the City 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 every owner of the Bonds, or, if appropriate, the nominee thereof. Any Bond may, in accordance with its terms and the terms hereof, be transferred or exchanged for Bonds of other authorized denominations upon the Security Register by the Holder, in person or by his duly authorized agent, upon surrender of such Bond 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 Bond at the corporate trust office of the Paying Agent/Registrar, the City shall execute and the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Bonds of authorized denomination and having the same Stated Maturity and of a like interest rate and aggregate principal amount as the Bond or Bonds surrendered for transfer.

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

All Bonds issued upon any transfer or exchange of Bonds shall be delivered at the corporate trust office of the Paying Agent/Registrar, or be sent by United States 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 City, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Bonds surrendered upon such transfer or exchange.

All transfers or exchanges of Bonds 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.

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

SECTION 7. Initial Bond. The Bonds herein authorized shall be initially issued as either (i) a single fully registered Bond in the aggregate principal amount of \$_____ with principal installments to become due and payable as provided in Section 2 hereof and numbered T-1, or (ii) as one (1) fully registered Bond for each year of Stated Maturity in the applicable principal amount and denomination and to be numbered consecutively from T-1 and upward (the *Initial Bond*), and the Initial Bond shall be registered in the name of the Purchasers or the designee thereof. The Initial Bond shall be the Bonds 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 Bond, the Paying Agent/Registrar, pursuant to written instructions from the Purchasers, or the designee thereof, shall cancel the Initial Bond delivered hereunder and exchange therefor definitive Bonds of like kind and of authorized denominations, Stated Maturities, principal amounts bearing applicable interest rates, and shall be lettered "R" and numbered consecutively from one (1) upward 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 Bonds, 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 Bonds 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 Bonds, 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 City or determined by the officers executing the Bonds as evidenced by their execution thereof. Any portion of the text of any Bond may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The definitive Bonds 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 Bonds as evidenced by their execution thereof, but the Initial Bond

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 Bond.

REGISTERED
NO. _____

REGISTERED
PRINCIPAL
\$ _____

AMOUNT

United States of America
State of Texas
County of Johnson
CITY OF JOSHUA, TEXAS
GENERAL OBLIGATION REFUNDING BONDS,
SERIES 2021

Dated Date:
November 1, 2021

Interest Rate:

Stated Maturity

CUSIP NO:

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____

The City of Joshua, Texas (the *City*), 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 (computed on the basis of a 360-day year of twelve 30-day months) on the unpaid Principal Amount hereof from the Closing Date (anticipated to occur on or about November 17, 2021), or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, to Stated Maturity while Outstanding, at the per annum rate of interest specified above; such interest being payable on February 1 and August 1 of each year (each, an *Interest Payment Date*), commencing February 1, 2022.

Principal and premium, if any, on this Bond shall be payable to the Registered Owner hereof (the *Holder*), upon presentation and surrender (provided, however, with respect to principal payments prior to the final Stated Maturity, the Bonds need not be surrendered to the Paying Agent/Registrar, who will merely document this payment on an internal ledger maintained by the Paying Agent/Registrar) at the corporate trust office of the Paying Agent/Registrar executing the registration certificate appearing hereon or a successor thereof. Interest shall be payable to the Holder of this Bond (or one or more Predecessor Bonds, 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, premium, if any, and interest on this Bond 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 Bond is one of the series specified in its title issued in the aggregate principal amount of \$_____ (the *Bonds*) pursuant to an ordinance adopted by the governing body of the City (the *Ordinance*), for the purpose of providing funds for the (i) discharge and final payment of the Refunded Obligations and (ii) payment of the costs of issuance of the Bonds, under and in strict conformity with the laws of the State of Texas, including Chapter 1207, as amended, Texas Government Code, and the Ordinance.

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

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

Reference is hereby made to the Ordinance, a copy of which is on file in the corporate trust office of the Paying Agent/Registrar, and to all of the provisions of which the Holder by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of the Bonds; 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 City and the Paying Agent/Registrar; the terms and provisions upon which this Bond 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 Bond, 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 Bonds 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 City 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 Bond 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 City 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 City. 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 or upon the issuance of this Bond in order to render the same a legal, valid, and binding obligation of the City 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 the issuance of the Bonds 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 Bonds by the levy of a tax as aforesated. In case any provision in this Bond 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 Bond 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 City has caused this Bond to be duly executed under its official seal.

CITY OF JOSHUA, TEXAS

Mayor

ATTEST:

—

City Secretary (CITY SEAL)

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C. *Form of Registration Certificate of Comptroller of Public Accounts to Appear on Initial Bond 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 Bond 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 Bonds

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

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued under the provisions of the within-mentioned Ordinance; the Bond or Bonds 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: _____

By: _____
Authorized Signature

*Note to Printer: Print on Definitive Bonds

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 Bond and all rights thereunder, and hereby irrevocably constitutes and appoints attorney to transfer the within Bond 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 Bond in every particular.

Signature guaranteed:

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

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

The City of Joshua, Texas (the *City*), 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 stated to mature on the first day of February in each of the years and in principal amounts and bearing interest at per annum rates in accordance with the following schedule:

<u>Years of</u> <u>Stated Maturity</u>	<u>Principal</u> <u>Amount (\$)</u>	<u>Interest</u> <u>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 or about November 17, 2021), or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid 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, 2022.

Principal of this Bond 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 of _____, _____, _____ (the *Paying Agent/Registrar*) (provided, however, with respect to principal payments prior to the final Stated Maturity, the Bonds need not be surrendered to the Paying Agent/Registrar, who will merely document this payment on an internal ledger maintained by the Paying Agent/Registrar). Interest shall be payable to the Holder of this Bond 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, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder hereof.

[END OF FORMS]

G. Insurance Legend. If bond insurance is obtained by the City or the Purchasers for the Bonds, the Definitive Bonds and the Initial Bond shall bear an appropriate legend as provided by the bond insurer to appear under the following header:

[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 21 and 38 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, the Mayor Pro Tem, the City Manager, and/or the Finance Manager.

B. The term *Bond Fund* shall mean the special fund created and established by the provisions of Section 10 of this Ordinance.

C. The term *Bonds* shall mean the \$_____ “CITY OF JOSHUA, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021” authorized by this Ordinance.

D. The term *City* shall mean City of Joshua, located in the County of Johnson, Texas and, where appropriate, the City Council of the City.

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

F. 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 City as of such date or in such period for the payment of the principal of, premium, if any, and interest (to the extent not capitalized) on such obligations; assuming, in the case of obligations without a fixed numerical rate, that such obligations bear interest at the maximum rate permitted by the terms thereof and further assuming in the case of obligations required to be redeemed or prepaid as to principal prior to Stated Maturity, the principal amounts thereof will be redeemed prior to Stated Maturity in accordance with the mandatory redemption provisions applicable thereto.

G. The term *Depository* shall mean an official depository bank of the City.

H. 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 Bonds.

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

J. The term *Interest Payment Date* shall mean the date interest is payable on the Bonds, being February 1 and August 1 of each year, commencing February 1, 2022, while any of the Bonds remain Outstanding.

K. The term *Ordinance* shall mean this ordinance adopted by the City Council of the City on October 21, 2021.

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

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

(2) those Bonds for which payment has been duly provided by the City in accordance with the provisions of Section 23 of this Ordinance; and

(3) those Bonds that have been mutilated, destroyed, lost, or stolen and replacement Bonds 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 Bonds named in Section 18 of this Ordinance.

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

SECTION 10. Bond Fund; Investments. For the purpose of paying the interest on and to provide a sinking fund for the payment, and retirement of the Bonds, there shall be and is hereby created a special fund to be designated "CITY OF JOSHUA, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021 INTEREST AND SINKING FUND" (the *Bond 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 21. Authorized Officials of the City are hereby authorized and directed to make withdrawals from the Bond Fund sufficient to pay the purchase price or amount of principal of, premium, if any, and interest on the Bonds as the same become due and payable and shall cause to be transferred to the Paying Agent/Registrar from money on deposit in the Bond Fund an amount sufficient to pay the amount of principal and/or interest stated to mature on the Bonds, 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 Bonds.

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, at the option of the City, 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, Farmers Home Administration, Federal Home Loan Mortgage Association, Small Business Administration, 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 such fund 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 Bonds.

SECTION 11. Tax Levy. To provide for the payment of the Debt Service Requirements on the Bonds being (i) the interest on the Bonds 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 Bonds 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 City, 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 Bond Fund and are thereafter pledged to the payment of the Bonds. The City Council 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 City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness and other obligations of the City.

SECTION 12. Deposits to Bond Fund; Surplus Bond Proceeds. The City hereby covenants and agrees to cause to be deposited in the Bond Fund prior to a principal and interest payment date for the Bonds, 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 Bonds as the same accrues or matures or comes due by reason of Stated Maturity.

Accrued interest, if any, received from the Purchasers of the Bonds, along with any taxes collected pertaining to the Refunded Obligations, after the Closing Date, shall be deposited to the Bond Fund. In addition, any surplus proceeds from the sale of the Bonds, including investment income thereon, not expended for authorized purposes shall be deposited in the Bond Fund, and such amounts so deposited shall reduce the sums otherwise required to be deposited in said fund from ad valorem taxes.

SECTION 13. Security of 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 City covenants and agrees particularly that in the event the City (a) defaults in the payments to be made to the Bond 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 Bonds shall be entitled to seek a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing body of the City and other

officers of the City 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 Bonds 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 City, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Bonds held by the Paying Agent/Registrar shall be destroyed as directed by the City.

SECTION 17. Mutilated, Destroyed, Lost, and Stolen Bonds. If (1) any mutilated Bond is surrendered to the Paying Agent/Registrar, or the City and the Paying Agent/Registrar receive evidence to their satisfaction of the destruction, loss, or theft of any Bond, and (2) there is delivered to the City 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 City or the Paying Agent/Registrar that such Bond has been acquired by a bona fide purchaser, the City 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 Bond, a new Bond 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 Bond has become or is about to become due and payable, the City in its discretion may, instead of issuing a new Bond, pay such Bond.

Upon the issuance of any new Bond or payment in lieu thereof, under this Section, the City 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 and charges (including attorney's fees and the fees and expenses of the Paying Agent/Registrar) connected therewith.

Every new Bond issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Bond shall constitute a replacement of the prior obligation of the City, whether or not the mutilated, destroyed, lost, or stolen Bond 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 Bonds.

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 Bonds.

SECTION 18. Sale of Bonds – Authorization of Purchase Contract. The Bonds authorized by this Ordinance are hereby sold by the City to _____, _____, _____, as the initial purchasers of the Bonds pursuant to a private placement (the *Purchasers*, and having all of the rights, benefits, and obligations of a Holder) in accordance with the provisions of the Purchase and Investment Letter, dated as of October 21, 2021, and between the City and the Purchasers, in substantially the form attached hereto as Exhibit B and incorporated herein by reference as a part of the Ordinance for all purposes, between the City and the Purchasers (the *Purchase Contract*). The Initial Bond shall be registered in the name of _____. The pricing and terms of the sale of the Bonds are hereby found and determined to be the most advantageous reasonably obtainable by the City. Each Authorized Official is hereby authorized and directed to execute the Purchase Contract for and on behalf of the City and as the act and deed of the City Council, and in regard to the approval and execution of the Purchase Contract, the City Council hereby finds, determines and declares that the representations, warranties, and agreements of the City contained in the Purchase Contract are true and correct in all material respects and shall be honored and performed by the City. Delivery of the Bonds 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.

SECTION 19. Escrow Deposit Letter Approval and Execution; Proceeds of Sale; Contribution by City. The Escrow Deposit Letter dated as of October 21, 2021 to be effective upon the initial delivery of the Bonds to the Purchasers (the *Agreement*) between the City and BOKF, NA, Dallas, Texas (the *Escrow Agent*), attached hereto as Exhibit C and incorporated herein by reference as a part of this Ordinance for all purposes, is hereby approved as to form and content, and such Agreement in substantially the form and substance attached hereto, together with such changes or revisions as may be necessary to accomplish the refunding or benefit the City, is hereby authorized to be executed by any Authorized Official on behalf of the City and as the act and deed of this City Council; and such Agreement as executed by said officials shall be deemed approved by the City Council and constitute the Agreement herein approved.

Furthermore, any Authorized Official, or any one or more of said officials, and Bond Counsel in cooperation with the Escrow Agent are hereby authorized and directed to make the necessary arrangements for the purchase of the Escrowed Securities referenced in the Agreement and the initial delivery thereof to the Escrow Agent on the day of delivery of the Bonds to the

Purchasers for deposit to the credit of the “CITY OF JOSHUA, TEXAS GENERAL OBLIGATION REFUNDING BOND SERIES 2021 ESCROW FUND” (the *Escrow Fund*), including the execution of the subscription forms for the purchase and issuance of the “United States Treasury Securities - State and Local Government Series”, if any, for deposit to the Escrow Fund; all as contemplated and provided by the provisions of the Act, this Ordinance, and the Agreement.

Immediately following the delivery of the Bonds, the proceeds of sale along with a cash contribution, if any, from the City (less certain costs of issuance, and accrued interest, if any, received from the Purchasers of the Bonds) shall be deposited with the Escrow Agent for application and disbursement in accordance with the provisions of the Agreement. The proceeds of sale of the Bonds not so deposited with the Escrow Agent for the refunding of the Refunded Obligations shall be disbursed for payment of costs of issuance and deposited with the place of payment (of the Refunded Obligations) in an account in the name of the City and applied for the purposes of providing for the payment of the costs and expenses incurred in connection therewith or deposited in the Bond Fund for the Bonds, all in accordance with written instructions from any Authorized Officials.

SECTION 20. Redemption of Refunded Obligations. The Refunded Obligations referenced in the preamble hereof become subject to redemption prior to their stated maturities at the price of par, premium, if any, and accrued interest to the date of redemption. The Mayor or City Secretary shall give written notice to the paying agent/registrar for the Refunded Obligations and the Escrow Agent that the Refunded Obligations have been called for redemption, and the City Council orders that such obligations are called for redemption on the date set forth on Schedule I attached to this Ordinance, and such order to redeem the Refunded Obligations on such date shall be irrevocable upon the delivery of the Bonds. A copy of the notice of redemption pertaining to the Refunded Obligations is attached to this Ordinance as Exhibit D and is incorporated herein by reference for all purposes. The paying agent for the Refunded Obligations is authorized and instructed to provide notice of this redemption to the holders of the Refunded Obligations in the form and manner described in the ordinance authorizing the issuance of the Refunded Obligations or to obtain a waiver from providing this notice of redemption.

SECTION 21. Covenants to Maintain Tax-Exempt Status.

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

Closing Date means the date of physical delivery of the Initial Bond 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 Bonds.

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 Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

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 Bonds. 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 Bonds means the yield on the Bonds as set forth in Section 1.148-4 of the Regulations.

B. Not to Cause Interest to Become Taxable. The City 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 or refinanced directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond 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 City 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 Bond, the City 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 Bonds to become “private activity bonds” within the meaning of section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Bonds:

(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 Bonds (including property financed with Gross Proceeds of the Refunded 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 Bonds (including property financed with Gross Proceeds of the Refunded Obligations) or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds (including property financed with Gross Proceeds of the Refunded Obligations), other than taxes of general application within the City 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 Bonds to become “private activity bonds” within the meaning of section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Bonds 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: (1) 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; (2) 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 (3) 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 Bonds to become “arbitrage bonds” within the meaning of section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Bonds 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 (or with money replaced thereby), whether then held or previously disposed of, materially exceeds the Yield of the Bonds.

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

G. Information Report. The City 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 City complies with Subsection J of this Section:

(1) The City 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 Bond is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Bonds with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the City 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 City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Bonds 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 City shall pay to the United States out of the Bond 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 Bonds 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 City 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 City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, 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 Bonds not been relevant to either party.

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

- (1) the City is a governmental unit with general taxing powers;
- (2) 95% of the Net Proceeds of the Bonds and all income from the investment thereof will be used for the governmental activities of the City;
- (2) 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 City or any subordinate entity in the calendar year in which the Bonds are issued is not reasonably expected to exceed \$5,000,000; and
- (3) the City 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. Bonds Not Hedge Bonds.

- (1) At the time the original bonds refunded by the Bonds were issued, the City reasonably expected to spend at least 85% of the spendable proceeds of such bonds within three years after such bonds were issued.
- (2) Not more than 50% of the proceeds of the original bonds refunded by the Bonds were invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of 4 years or more.

L. Current Refunding of the Refunded Obligations. The Bonds are being issued to refund the Refunded Obligations, and the Bonds will be issued, and certain proceeds thereof used, within 90 days after the Closing Date for the redemption of the Refunded Obligations. In the issuance of the Bonds, the City has employed no “device” to obtain a material financial advantage (based on arbitrage), within the meaning of section 149(d)(4) of the Code, apart from savings attributable to lower interest rates. The City has complied with the covenants, representations, and warranties contained in the documents executed in connection with the issuance of the Refunded Obligations. Accordingly, the City expects to invest the Bond proceeds to be used to refund the Refunded Obligations without regard to Yield restrictions.

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

N. Elections. The City hereby directs and authorizes any Authorized Official, 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 Bonds. Such elections shall be deemed to be made on the Closing Date.

SECTION 22. Control and Custody of Bonds. 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 Bonds pending their approval by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery of the Bonds to the Purchasers.

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

SECTION 23. Satisfaction of Obligation of City. If the City 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 Bonds, 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 City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Bonds, 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 Bonds or the principal amount(s) thereof on or prior to 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 will 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 Bonds, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof. In the event of a defeasance of the Bonds, the City 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, and interest due on any defeased Bonds. To the extent applicable, if at all, the City 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 Bonds to be treated as arbitrage bonds within the meaning of section 148 of the Code (as defined in Section 21 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 Bonds, or any principal amount(s) thereof, or interest thereon with respect to which such money has been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity of the Bonds, such

money was deposited and is held in trust to pay shall upon the request of the City be remitted to the City against a written receipt therefor, subject to the unclaimed property laws of the State of Texas.

SECTION 24. Printed Opinion. The Purchasers' obligation to accept delivery of the Bonds 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 Bonds, said opinion to be dated and delivered as of the date of initial delivery and payment for such Bonds. Printing of a true and correct copy of said opinion on the reverse side of each of the Bonds, with appropriate certificate pertaining thereto executed by facsimile signature of the City Secretary of the City is hereby approved and authorized.

SECTION 25. CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Bonds shall be of no significance or effect as regards the legality thereof, and neither the City nor attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Bonds.

SECTION 26. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 27. Ordinance a Contract; Amendments - Outstanding Bonds. The City acknowledges that the covenants and obligations of the City herein contained are a material inducement to the purchase of the Bonds. This Ordinance shall constitute a contract with the Holders from time to time, shall be binding on the City and its successors and assigns, and shall not be amended or repealed by the City so long as any Bond remains Outstanding except as permitted in this Section. The City 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 City may, with the written consent of Holders holding a majority in aggregate principal amount of the Bonds 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 Bonds, 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 Bonds, reduce the principal amount thereof, the redemption price thereof, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Bonds, (2) give any preference to any Bond over any other Bond, or (3) reduce the aggregate principal amount of Bonds required for consent to any such amendment, addition, or rescission.

SECTION 28. Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, 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 City, Bond Counsel, the Paying Agent/Registrar, and the Holders.

SECTION 29. 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 ordained herein.

SECTION 30. 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 31. 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 32. 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 City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 33. 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 City Council.

SECTION 34. Authorization of Paying Agent/Registrar Agreement. The City Council of the City hereby finds and determines that it is in the best interest of the City to authorize the execution of a Paying Agent/Registrar Agreement concerning the payment, exchange, registration, and transferability of the Bonds. 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 35. Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is 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 36. 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 City 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 37. No Recourse Against City Officials. No recourse shall be had for the payment of principal of, premium, if any, or interest on any Bond or for any claim based thereon or on this Ordinance against any official of the City or any person executing any Bond.

SECTION 38. 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 Bonds are being sold pursuant to a private placement with the Purchasers, in denominations of generally \$100,000 or any integral multiple of \$5,000 in excess thereof, to less than thirty-five sophisticated investors, and therefore the Rule is not applicable to the offering of the Bonds. Accordingly, no contract to provide continuing disclosure information after the issuance of the Bonds has been made by the City with investors.

SECTION 39. Book-Entry Only System.

The Bonds may initially 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 Bonds shall be issued (following cancellation of the Initial Bond described in Section 7) in the form of a separate single definitive Bond. Upon issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as the nominee of DTC, and all of the Outstanding Bonds shall be registered in the name of Cede & Co., as the nominee of DTC. The City 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 E (the *Representation Letter*).

With respect to the Bonds registered in the name of Cede & Co., as nominee of DTC, the City 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 Bonds 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 Bonds (an *Indirect Participant*). Without limiting the immediately preceding sentence, the City 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 Bonds, (ii) the delivery to any Depository Participant or any other person, other than a registered owner of the Bonds, as shown on the Security Register, of any notice with respect to the Bonds, 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 a Bond, of any amount with respect to principal of, premium, if any, or interest on the Bonds. 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 City to make payments of principal, premium, if any, and interest 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 City 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 City determines that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the City 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 Bonds shall no longer be restricted to being registered in the name of Cede & Co., as nominee of DTC. At that time, the City may determine that the Bonds shall be registered in the name of and deposited with a successor depository operating a securities depository system, as may be acceptable to the City, or such depository’s agent or designee, and if the City and the Paying Agent/Registrar do not select such alternate securities depository system then the Bonds may be registered in whatever name or names the Holders of Bonds transferring or exchanging the Bonds shall designate, in accordance with the provisions hereof.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond 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 Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

SECTION 40. Further Procedures. The officers and employees of the City 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 City 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 Bonds, the Paying Agent/Registrar Agreement, the Purchase Contract, and the Agreement. In addition, prior to the initial delivery of the Bonds, 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 Bonds by the Texas Attorney General’s office. In case any officer of the City 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 41. Accounting Reports. The City shall provide annually to the Purchasers, for so long as they are the holders of the Bonds, within 270 days after the end of each fiscal year ending in or after 2021, financial information and operating data with respect to the City; 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 City may be required to employ from time to time pursuant to Texas law or regulations, and (2) audited, if the City 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 City shall provide (1) unaudited financial statements for the applicable fiscal year within 270 days after the end of such 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 42. City'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 City hereby consents to and authorizes any Authorized Official, Bond Counsel to the City, and/or Financial Advisor to the City to provide to the Texas MAC information and documentation requested by the Texas MAC relating to the Bonds; 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 Bonds.

SECTION 43. Contract with Financial Advisor. The City Council authorized any Authorized Official, or their designee, to take all actions necessary to execute any necessary financial advisory contract 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 Bonds. In addition, the City Council 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 44. Effective Date. This Ordinance shall be in force and effect from and after its final passage, and it is so ordained.

[The remainder of this page intentionally left blank]

PASSED, APPROVED AND ADOPTED on the 21st day of October, 2021.

CITY OF JOSHUA, TEXAS

Mayor

ATTEST:

City Secretary

(CITY SEAL)

INDEX TO SCHEDULE AND EXHIBITS

Schedule I.....	Table of Refunded Obligations
Exhibit A	Paying Agent/Registrar Agreement
Exhibit B	Purchase Contract
Exhibit C	Escrow Deposit Letter
Exhibit D	Notice of Redemption
Exhibit E	DTC Letter of Representations

Schedule I

Refunded Obligations

City of Joshua, Texas General Obligation Bonds, Series 2012, dated April 1, 2012 in the original principal amount of \$2,350,000 stated to mature on February 1 in each of the years 2023, 2025, 2027, 2029, 2031 and 2032 in the aggregate principal amount of \$1,450,000, to be redeemed on February 1, 2022.

EXHIBIT A

Paying Agent/Registrar Agreement

See Tab No. __

EXHIBIT B

Purchase Contract

See Tab No. __

EXHIBIT C

Escrow Deposit Letter

See Tab No. __

EXHIBIT D

Notice of Redemption

See Tab No. __

EXHIBIT E

DTC Letter of Representations

See Tab No. __



MEMORANDUM

TO: Mayor and City Council

FROM: Mike Peacock,

DATE: October 14, 2021

SUBJECT: **Reimbursement Resolution**

The first resolution if approved will allow for the intention of the City of Joshua, Texas to reimburse itself for the prior lawful expenditure of funds relating to constructing and equipping various City improvements from the proceeds of one or more series of tax-exempt obligations to be issued by the City for authorized purposes.

The second resolution establishing the intention of the City of Joshua, Texas to reimburse itself for the prior lawful expenditure of funds relating to purchasing various capital equipment from the proceeds of one or more series of tax-exempt obligations to be issued by the City for authorized purposes

STAFF RECOMMENDATION:

Staff recommends approval of the Resolutions as presented.

RESOLUTION

A RESOLUTION ESTABLISHING THE INTENTION OF THE CITY OF JOSHUA, TEXAS TO REIMBURSE ITSELF FOR THE PRIOR LAWFUL EXPENDITURE OF FUNDS RELATING TO CONSTRUCTING AND EQUIPPING VARIOUS CITY IMPROVEMENTS FROM THE PROCEEDS OF ONE OR MORE SERIES OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY THE CITY FOR AUTHORIZED PURPOSES; AUTHORIZING OTHER MATTERS INCIDENT AND RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council (the *Governing Body*) of the City of Joshua, Texas (the *Issuer*) has entered into or will enter into various contracts pertaining to the expenditure of lawfully available funds of the Issuer to finance the costs associated with (i) (1) acquiring vehicles, heavy machinery, and equipment for sanitation and street maintenance and repair; (2) constructing street improvements (including utilities repair, replacement and relocation), curbs, gutters, and sidewalk improvements; (3) acquiring, constructing, improving, renovating, and equipping parks and recreational facilities, including drainage incidental thereto; (4) acquiring, constructing, improving, renovating, and equipping public safety facilities (including a fire station); and (5) the purchase of materials, supplies, equipment, machinery, landscaping, land, and rights-of-way for authorized needs and purposes relating to the aforementioned capital improvements (the *Construction Costs*), (ii) the payment of various engineering costs, including design testing, design engineering, and construction inspection related to the Construction Costs (the *Engineering Costs*), (iii) the payment of various architectural costs, including preparation of plans and specifications and various other plans and drawings related to the Construction Costs (the *Architectural Costs*), and (iv) the payment of various administrative costs, including the fees of bond counsel, financial advisor, project manager, project consultant, other professionals, and printer (the *Administrative Costs*) [the Construction Costs, Engineering Costs, Architectural Costs, and Administrative Costs collectively constitute costs of the project that are the subject of this Resolution (the *Project*)]; and

WHEREAS, the provisions of Section 1201.042, as amended, Texas Government Code (*Section 1201.042*) provide that the proceeds from the sale of obligations issued to finance the acquisition, construction, equipping, or furnishing of any project or facilities, such as the Project, may be used to reimburse the Issuer, for costs attributable to such project or facilities paid or incurred before the date of issuance of such obligations; and

WHEREAS, the United States Department of Treasury (the *Department*) released Regulation Section 1.150-2 (the *Regulations*) which establishes when the proceeds of obligations are spent and therefore are no longer subject to various federal income tax restrictions contained in the Internal Revenue Code of 1986, as amended (the *Code*); and

WHEREAS, the Issuer intends to reimburse itself, within eighteen months from the later of the date of expenditure or the date the property financed is placed in service (but in no event more than three years after the original expenditures are paid), for the prior lawful capital expenditure of funds from the proceeds of one or more series of ad valorem tax-supported bonds issued as tax-exempt obligations (the *Obligations*) that the Issuer currently contemplates issuing in an amount not to exceed \$_____ to finance a portion of the costs of the Project; and

WHEREAS, under the Regulations, to fund such reimbursement with proceeds of the Obligations, the Issuer must declare its expectation ultimately to make such reimbursement before making the expenditures; and

WHEREAS, the Issuer hereby finds and determines that the reimbursement for the prior expenditure of funds of the Issuer is not inconsistent with the Issuer's budgetary and financial circumstances; and

WHEREAS, the Governing Body hereby finds and determines that the adoption of this Resolution is in the best interests of the citizens of the Issuer; now, therefore,

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

SECTION 1: This Resolution is a declaration of intent to establish the Issuer's reasonable, official intent under section 1.150-2 of the Regulations and Section 1201.042 to reimburse itself from certain of the proceeds of the Obligations for any capital expenditures previously incurred (not more than 60 days prior to the date hereof) or to be incurred with respect to the Project from the lawfully-available general funds or other funds of the Issuer.

SECTION 2: The Issuer intends to issue the Obligations and allocate within 30 days after the date of issuance of the Obligations the proceeds therefrom to reimburse the Issuer for prior lawful expenditures with respect to the Project in a manner to comply with the Regulations.

SECTION 3: The reimbursed expenditure will be a type properly chargeable to a capital account (or would be so chargeable with a proper election) under general federal income tax principles.

SECTION 4: The Issuer intends to otherwise comply, in addition to those matters addressed within this Resolution, with all the requirements contained in the Regulations.

SECTION 5: This Resolution may be relied upon by the appropriate officials at the Office of the Attorney General for the State of Texas and establishes compliance by the Issuer with the requirements of Texas law and the Regulations.

SECTION 6: With respect to the proceeds of the Obligations allocated to reimburse the Issuer for prior expenditures, the Issuer shall not employ an abusive device under Treasury Regulation Section 1.148-10, including using within one year of the reimbursement allocation, the funds corresponding to the proceeds of the Obligations in a manner that results in the creation of replacement proceeds, as defined in Treasury Regulation Section 1.148-1, of the Obligations or another issue of tax-exempt obligations or refundable tax credit obligations.

SECTION 7: The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Governing Body.

SECTION 8: All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict,

and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 9: This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 10: If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Governing Body hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 11: It is officially found, determined, and declared that the meeting at which this Resolution is 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 Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 12: This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

* * * *

PASSED, ADOPTED AND APPROVED on this the 21st day of October, 2021.

CITY OF JOSHUA, TEXAS

Mayor

ATTEST:

City Secretary

(CITY SEAL)

(Signature Page to City of Joshua, Texas Reimbursement Resolution)

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PASSED, ADOPTED AND APPROVED on this the 21st day of October, 2021.

CITY OF JOSHUA, TEXAS

Mayor

ATTEST:

City Secretary

(CITY SEAL)

(Signature Page to City of Joshua, Texas Reimbursement Resolution)

Joshua E-One Purchase Proposal



4553 Aldine Bender
Houston, TX 77032
833-777-FIRE (3473)

Apparatus Proposal

DATE: May 4, 2021

The Proposal has been prepared especially for:

**Joshua Fire Department
770 N Main St.
Joshua, TX 76058**

Lone Star Emergency Group is pleased to offer the Joshua Fire Department one (1) 2021 E-One 2500 Gallon Tanker w/Typhoon chassis. This vehicle shall be in accordance with the attached specifications. The purchase price shall include all vehicle components and NFPA equipment as detailed in the Lone Star Proposal.

Delivery will be F.O.B. Customer Location and will be made approximately 360 Calendar days after receipt of signed approval packet. Terms of payment shall be pre-payment or payment on delivery.

E-One Tanker w/Typhoon Chassis	\$635,665.00
HGAC Fee (if required)	\$2,000.00
Total for (1)	\$637,665.00

Pricing provided is **exclusive** of all Federal, State and Local taxes and any other fees, which may apply unless specifically noted herein. If applicable Customer is responsible for all Federal, State, and Local Taxes as well as any associated Fees.

This quote is valid for 45 days unless extended in writing.





4553 Aldine Bender
Houston, TX 77032
833-777-FIRE (3473)

Payment: Full payment shall be made prior to or upon delivery and acceptance of the apparatus. The vehicle(s) shall not be released to the BUYER until payment is made. If the selling price is subject to any taxes, the taxes added will be that which are prevailing at the time of delivery.

Late Fee: A late fee of .04% of the sale price will be charged per day for payments received ten (10) or more days after the payment is due for the first 30 days. On the 31st day the late fee shall increase to .05% per day until full payment is received.

Cancellation: By accepting this proposal and/or issuance of a purchase order or purchase contract Customer agrees to the following cancellation fee schedule. Lone Star Emergency Group may charge a cancellation fee for any order cancelled or terminated by Customer before completion. The following cancellation fee schedule based on costs incurred may be applied:

- A. 10% of the Purchase Price after order is accepted and entered by Manufacturer.
- B. 20% of the Purchase Price after completion of the approval drawings.
- C. 30% of the Purchase Price upon any material requisition.
- D. Customer shall be responsible for the full cost of all materials purchased and received by Lone Star Emergency Group or the manufacture.





4553 Aldine Bender
Houston, TX 77032
833-777-FIRE (3473)

This proposal is deemed acceptable by the undersigned. In witness whereof, The Company and the Purchaser shall execute and agreement to this proposal with signatures and authorizations representatives as of the date set forth by each.

Name

Customer Authorized Signature

Date

Jeff Vogel
Jeff Vogel – Territory Manager

05/02/2021

Date

Keith Gould – V.P. Sales

05/04/2021

Date

Brad Fullington
Brad Fullington, CEO

05/04/2021

Date

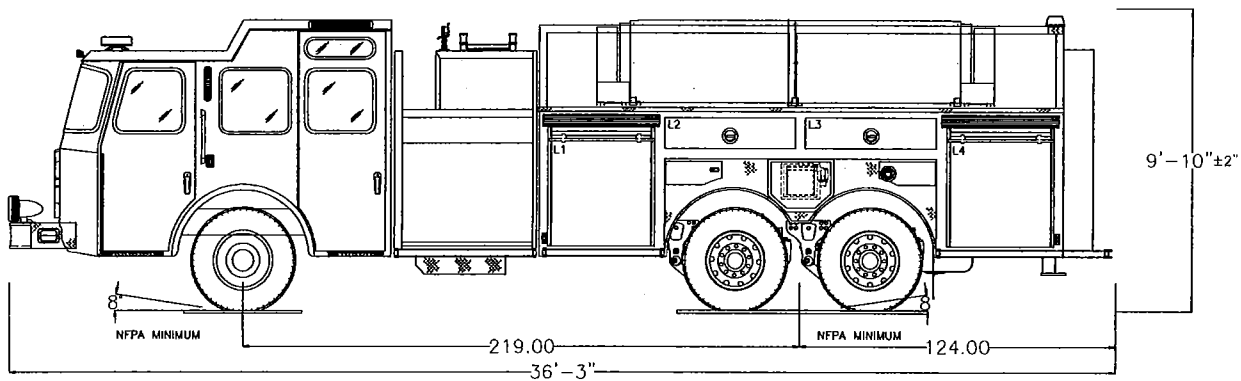
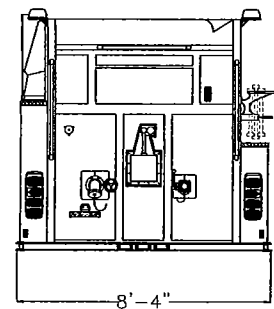




**Joshua Fire Department
Joshua, Texas**

Quote No: 110606

Quote Rev:5 Drawing Rev:1

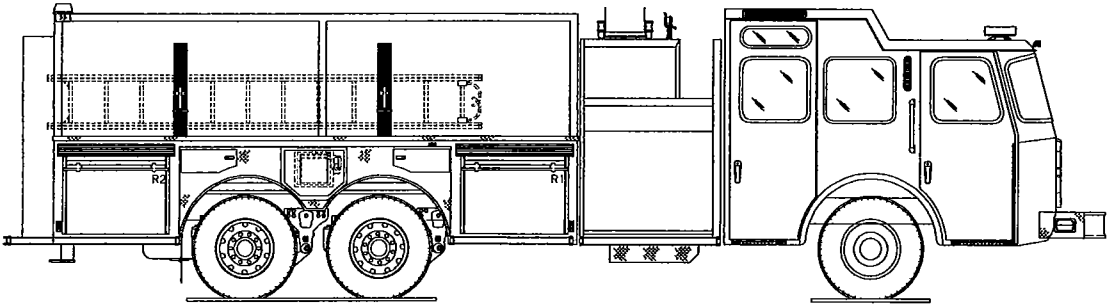
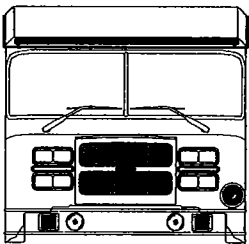


110606

This drawing provides a GENERAL REPRESENTATION of the vehicle configuration and should be used for evaluation purposes. The respective dimensions shown, including overall height and length, are estimates and may vary due to manufacturing processes. All other items such as lighting and fixtures, plumbing, compartmentation, and other generally assembled details are shown for REFERENCE ONLY and may not be a direct reflection of the final truck configuration. In ALL situations where this drawing may conflict with the specifications, THE SPECIFICATIONS, AS REFLECTED IN THE APPROVED SHOP ORDER, SHALL PREVAIL. Unless otherwise specified, the proposed apparatus shall be manufactured to the latest NFPA recommendations as well as other applicable industry regulated safety regulations. E-One reserves the right to make and incorporate design improvements and changes without notice, while adhering to ALL intent of the specifications.

110606PAGE 1 OF 2

1500 GPM PUMP 2530 TOTAL VOLUME 30 TOTAL FOAM			HOSE LOADS :				
OPENING			INTERIOR DIMENSIONS				
COMPT.	WIDTH	HEIGHT	WIDTH	LOWER HEIGHT	LOWER DEPTH	UPPER HEIGHT	UPPER DEPTH
L1	40	41	42	30	26	8	12
L2	51.5	12	51.5	N/A	N/A	12	12
L3	51.5	12	51.5	N/A	N/A	12	12
L4	40	41	42	30	26	8	12
R1	40	25	42	30	26	N/A	N/A
R2	40	25	42	30	26	N/A	N/A





Fire Apparatus Quotation for: Joshua Fire Department

Quotation Number: 110606 Rev: 7

Unit Description: TTAL-TYPN

Quote Description: Tanker, Tandem Axle, Aluminum, Typhoon

Salesperson

Salescode	Extended Description	Qty
TESTING COMPLIANCE STANDARD		
1001-0065	The E-ONE supplied components of the vehicle shall meet the requirements of NFPA 1901, 2016 edition.	1
3090-0002	OAH. Unit has no overall height restrictions.	1
3090-0004	OAL. Unit has no overall length restrictions.	1
3090-0007	Hosebed hoseload allowance on the apparatus shall be 1200 lbs.	1
3340-1137-11Z	Equipment allowance on the apparatus shall be 1000 lbs. This allowance is in addition to the weight of the hoses and ground ladders listed in the shop order as applicable.	1
BUMPERS		
1160-0000	Bumper 10" stainless steel.	1
1160-0008	3/16" Front Bumper Gravel Shield.	1
1160-0014	20" Front Bumper Gravel Shield Extension.	1
1160-0020	License plate holder mounted center of front bumper.	1
BUMPER TRAYS		
1150-0095	Hinged diamond plate lid for center bumper tray. Includes: seal, D-Ring latch and gas shock hold open device.	1
1150-0120	Bumper tray center of bumper with slats 12 inches deep (approx 11 inches to slats).	1
FRAME ASSEMBLY		
1250-0080	Frame assembly with 10.25 x 3.5 x .375 powder coated galvanized rails.	1
1250-0083	Frame liner 9.375 x 3.125 x .375, galvanized and powder coated.	1
1250-0092	GEOMET coated frame assembly fasteners.	1
AXLE OPTIONS		

1025-0020	Meritor RT-46-160 rear tandem axle 46,000 lb. capacity.	1
1025-0028	Koni shock absorbers for front axle - adjustable.	1
1025-0227	Meritor FL941 front axle 20,000 lbs. Includes maintenance free bushings.	1

SUSPENSIONS

1070-0022	Rear suspension FIREMAAX EX model FMX-482 air ride rated equal to the capacity of the axles (40-48K). Requires TB modification on 4-jack aerals. (Raises OAH .5" over springs)	1
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WHEEL OPTIONS

1050-0007	Front axle wheel trim kit. Includes stainless steel lug nut covers (chrome plated plastic if applicable) and center cap with E-ONE logo. Note: Center cap will have an inspection port IPO a logo if equipped with Stemco oil seals.	1
1050-0009	Rear axle (tandem) wheel trim kit. Includes stainless steel lug nut covers (chrome plated plastic if applicable) and center caps with E-ONE logo. E-ONE custom chassis w/steel wheels will have chrome plated plastic lug covers.	1
1050-0018	Each inside wheel of the tandem rear axles shall have valve stem extensions.	1
1050-0044	Accuride aluminum wheels for front axle (2).	1
1050-0046	Accuride aluminum wheels for rear axles (8).	1

TIRE OPTIONS

1060-0072	Two Goodyear 385 tires model G296 MSA for front axle.	1
1060-0119	RWC AirGuard LED tire pressure monitoring valve stem caps (10) for tandem rear axle applications.	1
1060-0161	Eight Goodyear 11R rear tires with Endurance RSA highway tread.	1

BRAKE SYSTEMS

1100-0001	Meritor EX225H 17" disc brakes for front axle.	1
1100-0006	Parking brake release mounted on the driver's side lower dash.	1
1100-0008	Brake system air 6X4/6X6.	1
1100-0014	ArvinMeritor 16-1/2" x 7" S-cam brakes with cast brake drums for a tandem rear axle.	1
1100-0020	Compression fittings for all air brake system lines. Includes cab interior air lines as applicable and accessories (if equipped).	1
1100-0026	G4 Electronic Stability Control (6x4), Includes RSC and ATC. Not available on 6x6 or commercial chassis.	1

AIR SYSTEM OPTIONS

1110-0000-001	Inlet for air system. Location: driver door jamb.	1
1110-0002	Air dryer Bendix AD-9.	1
1110-0006	Air lines nylon.	1

1110-0026	Air horns Hadley e-tone recessed in bumper (PR).	1
ENGINES & TRANSMISSIONS		
1200-0017	Push-button transmission shift selector.	1
1200-0020	TranSynd, Shell Spirax S6ATF A295, or equivalent synthetic transmission fluid for EVS3000.	1
1200-0096	Electronic speed limiting set at 60 MPH. Note: Axle gear ratio will be as low as possible while allowing for 60 MPH top speed to improve acceleration.	1
1200-0414	Eng/Trans Cummins L9 450HP/EVS3000 2021 EPA compliant engine.	1
SECONDARY BRAKING		
1125-0002	Jacobs engine compression brake.	1
1125-0023	Transmission to seek second gear when Jacobs engine brake or Telma retarder is engaged. N/A with Trans retarder.	1
COOLING PACKAGE		
1800-0013	Cooling system for use with Typhoon, Cyclone and Quest chassis. For use with 2010 - 2021 EPA engines. Includes coolant recovery system.	1
FUEL SYSTEMS		
1350-0003	Fuel system 50 gallon.	1
1350-0022	Fuel line hose rubber.	1
ALTERNATOR		
1700-0005	Alternator Leece Neville 320 amp. 320 amp SAE/272 amp NFPA.	1
BATTERIES		
1400-0002	Battery four group 31 1000 CCA.	1
CHASSIS OPTIONS		
1680-0005	Thermatic fan clutch.	1
1680-0006	Drivelines 1710.	1
1680-0011	Tow eyes rear below body, painted.	1
1680-0042	Tow hooks front painted in the down position.	1
1680-0250-M58	Diesel Exhaust Fluid (DEF) 5 gallon tank. Location: left side below rear of cab.	1
1680-0284	Radiator mounted power steering cooler.	1
CAB MODEL		
1520-0219	Typhoon medium cab with radial wipers (58" CA).	1
CAB ROOF TYPE		
1615-0001	Vista full height rear doors 12". Note: Requires 1615-0006 when used on 100" wide Cyclone cabs (front side windows are not available on the 100" wide Cyclone).	1

1615-0005	Delete front vista roof windows.	1
1615-0006	Delete side vista roof windows ahead of rear doors.	1
1615-0007	Delete rear vista roof windows.	1

CAB BADGE PACKAGE

1610-0000	Cab and body to have applicable E-ONE logos.	1
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CAB DOOR OPTIONS

1550-0003	Rear crew cab doors in the medium position.	1
1550-0084	All cab exterior access doors to have 1250 keyed locks.	1
1550-0159	Interior cab door locks - manual. Will be individually actuated from each respective door. Includes key lock on each exterior cab door handle.	1
1550-0185	Cab door panels aluminum painted Zolatone to match cab interior paint. Includes upper and lower panels with seam below handrail.	1
1550-0283	Driver and officer cab door windows with manual regulators. For use with new Typhoon and 100" wide Cyclone cabs.	1
1550-0284	Rear crew cab door window(s) with manual regulator(s). For use with new Typhoon and 100" wide Cyclone cabs.	1
1550-0288	Cab doors to extend down to cover lower step well. For use with new Typhoon cab and 100" wide Cyclone only.	1
1550-0333-000-J7	Red/Fluorescent Yellow Green Reflexite V98 chevron "A" stripe on lower cab door panel of an extended door. Stainless steel/painted door panels only. E-ONE cabs only.	1

CAB STEP OPTIONS

1640-0047	Lower steps to extend 3.5" past cab. For use with legacy Typhoon / Cyclone with barrier style doors and 2019 Typhoon / 100" wide Cyclone with barrier style or extended doors.	1
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MIRRORS

1670-0001-274	Ramco 6001FFR mirrors. Remote controlled with top CAS750 manual convex. Location: mounted on front corners of cab.	1
1670-0031	2" extension for Ramco mirrors.	1

MISC EXTERIOR CAB OPTIONS

1550-0020	Windows cab side fixed driver's side.	1
1550-0033	Windows cab side fixed officer's side.	1
1675-0022	Pair of 18" handrails located just behind driver and officer front door one each side.	1
1675-0024	Pair of 36" handrails located just behind driver and officer rear door (ALS doors if equipped) one each side.	1

1675-0030	Mud flaps, front, black with E-ONE logo.	1
1675-0047	Rear cab wall to be 3/16" aluminum diamond plate.	1
1675-0201	Large radius cab wheel well. Includes bolt-on adjustable wheel well trim.	1
1675-0202	Mounting plate for battery charger receptacle, indicator, air inlet, etc (if applicable). Plate to be removable brushed stainless steel.	1

HVAC

1515-0053	Controls for heating and air conditioning shall be located in the center dash area. (Lower area on Typhoon and Cyclone with severe duty dash)	1
1515-0099	Air conditioning with radiator mounted condenser for use with Cummins L9 and X12 engine. Includes reduced profile evaporator w/powder coated cover and electronic controls.	1

SEATS

1510-0003	Seats, Inc. brand 911 cab seats.	1
1510-0008	Seat color gray.	1
1510-0038	Driver seat 911 air ride.	1
1510-0042	Officer seat to be 911 fixed SCBA	1
1510-0050	Rear facing 911 seat with SCBA driver's side.	1
1510-0053	Rear facing 911 seat with SCBA officer's side.	1
1510-0203-147	Bracket SCBA IMMI SmartDock Gen2 restraint system. Location: officer's seat.	1
1510-0203-148	Bracket SCBA IMMI SmartDock Gen2 restraint system. Location: rear facing driver's side.	1
1510-0203-215	Bracket SCBA IMMI SmartDock Gen2 restraint system. Location: rear facing officer's side.	1
1510-0234	Seat cover material Turnout Tuff.	1
1685-0031	Seating capacity tag of four occupants.	1

MISC INTERIOR CAB OPTIONS

1685-0000	Cab interior gray. Does not include engine cover or seat color.	1
1685-0005	Lexan sun visors, driver and officer's side overhead.	1
1685-0187	Severe duty engine cover, molded polyurethane.	1
1685-0285	Cup holder / tray for engine cover painted to match cab interior. Approx 14" wide x 10" long with tapered front corners and cup holders at each rear corner. For use in Typhoon and CII with severe duty engine cover.	1
1685-0446	Severe duty overhead console. Includes driver, center and officer overhead ahead of air conditioning plenum. Center overhead includes siren mounting locations. Overhead to match cab interior.	1
1685-0531	Reduced profile rear engine cover for increased legroom.	1
1685-0669	Severe duty dash package with low profile center section. Cast alum construction.	1

Includes smooth plate alum lower kick panels; all painted to match cab interior.

1685-0692	Cab insulation package. Includes insulation for ceiling, front wall, rear wall, side walls, below seat risers and in doors.	1
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CAB ELECTRICAL OPTIONS

1750-0024-179-04	Auto-Eject receptacle inlet 20 amp located outside driver's door next to handrail with a Yellow cover.	1
1750-0026	Clamshell controller mounted on officer's side of engine cover for the air horns.	1
1750-0046-195	Cab Headlights. Position: lower.	1
1750-0063	Clamshell controller mounted on officer's side of engine cover for Q2B.	1
1750-0072-592	12 VDC (or 24VDC) electrical outlet wired battery hot. Location: driver side dash.	1
1750-0072-593	12 VDC (or 24VDC) electrical outlet wired battery hot. Location: officer side dash.	1
1750-0075	English dominant main cab gauge cluster.	1
1750-0166	ATC override switch.	1
1750-0198-A31	Battery charger to be located behind driver's seat.	1
1750-0283	JW Speaker LED cab headlights.	1
1750-0343	Battery charger E-ONE LPC 20. 120 volt inlet, 20 amp output. Includes status indicator panel.	1
1750-0429-592	Dual USB charging ports in the cab wired battery hot. Location: driver side dash.	1
1750-0429-593	Dual USB charging ports in the cab wired battery hot. Location: officer side dash.	1
1750-0449	Momentary DPF regeneration override switch.	1
1750-0768	TecNiq D07 LED cab door step area lighting. Includes (2) lights at each door area. Lights to be switched with door ajar.	1
1750-0796	Turn signal TecNiq LED strip (PR) with clear lense and polished alum housing located between quad headlight bezels (New Typhoon and 100" wide Cyclone only).	1
5400-0037	Dome Lts Red/White Incandescent. Package includes two lights mounted in the front and two mounted in the rear of the cab. White light wire through door and light assembly mounted switch. Red light through light assembly mounted switch.	1

BODY COMPT LEFT SIDE

3100-0225	Driver 3/4 side tandem body with full height 42" wide forward and 42" wide rearward compartmentation. Includes (2) 51.5" wide compartments over the wheel well.	1
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BODY COMPT RIGHT SIDE

3120-0378	Officer half side tandem body with 42" wide forward and 42" wide rearward compartmentation.	1
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BODY COMPT REAR			
3110-0130	Rear end tanker. Includes smooth plate upper and lower panels and a smooth plate center strip for a Jet or Newton Dump application.	1	
3340-0080	Bolt-on diamond plate 18" tailboard (full width of body). Includes (2) squared off beavertails (no stanchions) with removable outer panels and handrails- (2) vertical on trailing edge of body and horizontal mounted handrail(s) below hosebed.	1	
DOORS			
3300-0017-015	Door roll up short (up to 45") with satin finish ROM. Location(s): R1.	1	
3300-0017-016	Door roll up short (up to 45") with satin finish ROM. Location(s): R2.	1	
3300-0019-003	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L1.	1	
3300-0019-006	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L4.	1	
3300-0025-004	Door single horizontal hinged drop down painted. Location(s): L2. Door will have D-ring handle & chain hold open devices.	1	
3300-0025-005	Door single horizontal hinged drop down painted. Location(s): L3. Door will have D-ring handle & chain hold open devices.	1	
3300-0368	Pull-down bungee type straps for full height and high side roll-up door(s) on body / pump module. For use with ROM and AMDOR doors only.	1	
SHELVES			
3370-0246	Adjustable shelf for non-transverse compartments. Location:	4	TBD
3370-0247	Tracks for adjustable shelf and/or adjustable tray in a compartment. Location:	4	TBD
TRAYS / TOOLBOARDS			
3380-0049-135	Running board suction tray (floating style). Includes tapered 3" front corner and removable slats in bottom of tray. Location(s): driver side running board.	1	
3380-0049-136	Running board suction tray (floating style). Includes tapered 3" front corner and removable slats in bottom of tray. Location(s): officer side running board.	1	
3380-0498	Tray, floor mounted roll-out with gas spring. 500 lbs. capacity. Location:	2	TBD
COVERS			
3305-0007-000-13	Vinyl Black hose bed cover with attached rear flap(s).	1	
3305-0008-000-13	Vinyl Black crosslay cover with attached side flaps.	1	
3305-0028-135-13	Vinyl Black cover for running board suction tray. Location: driver side running board.	1	
3305-0028-136-13	Vinyl Black cover for running board suction tray. Location: officer side running board.	1	
PUMP MODULE			
3130-0167	Pump module to be 76" wide (side to side). Includes upper, lower, crosswalk,	1	

	speedlay and tranverse module(s) if applicable.	
3130-0523	Side mount pump module. Extruded aluminum with runningboards.	1
3130-0534	Pump panel opening is 51" wide. Pumper / tanker only.	1
3130-0540	Pump module height is 80". Pumper / tanker only.	1

PUMP PANELS

3134-0016	Stainless steel driver and officer side pump panels.	1
3134-0055	Officer side upper pump access panel to be horizontally hinged with stainless steel door. Includes (2) push button latches and (2) hold open devices.	1

MISC PUMP PANEL OPTIONS

4460-0003	Pump panel tags color coded per NFPA compliance.	1
4460-0087	Hose reel blow-out, with Innovative Controls 1/4" valve w/1/4 turn handle.	1

PUMP MODULE OPTIONS

3136-0000-202	Air horn switch at pump panel. Switch to be labeled "Evacuation Alert". Location: driver side pump panel.	1
3136-0013	Additional Booster Reel Roller Assembly. Locate opposite side of booster reel.	1
3136-0014	Booster Reel Roller Assembly. Locate to booster reel side.	1
3136-0058	E-ONE logo mounted one each side on pump module/preconnect panels. Logos to be sized as applicable to available space on panels.	1
3136-0102	Booster Reel Riser for rollers. Locate with officer side dunnage/hosebed pan rollers.	1
3136-0138	Pump module storage pan.	1
3136-0139	Crosslay double 7.5" wide each to hold up to 200' of 2.0" DJ hose (each).	1

WATER TANK

4010-0099	Fill tower(s) to be located offset to officer side of water tank.	1
4010-0193	2530 Gallon Tandem "T" Water Tank. UPF Poly III color fill towers. Note: Any foam cell(s) and/or storage options thru the tank will reduce the overall water capacity.	1

WATER TANK OPTIONS

4020-0001	Additional tank sump.	2
4020-0004	Newton dump mounting plate.	3
4020-0026-M09	Dump valve/extension switching location. For use with electric single or triple dump and/or electric extension applications. Switch(s) location: (2) driver (driver side and rear) and (1) officer side outboard side of beavertails/body.	(1)

TANK PLUMBING

4020-0025	Rear tank dump. Includes stainless steel assembly with electric actuated valve and integral electrical extension chute.	1
4020-0029	Driver and officer side tank dumps. Includes stainless steel assembly with electrically	(1)

	actuated valve and integral electrical extension chute.	
4450-0011	2.5" tank fill Akron manual valve. At pump panel.	1
4450-0119	3" tank to pump Akron manual valve w/4" tank connection.	1
4450-0148-198	4" rear direct tank fill. Includes handwheel control, swivel with droop with cap and retainer. Located to driver's side of the rear body.	1
4450-0149-199	2.5" rear direct tank fill. Includes swing handle control, swivel with droop and plug with retainer. Located to officer's side of the rear body.	1

FOAM TANK

4100-0033-590-16	30 gallon integral foam tank for Class A foam UPF Poly III Green fill tower. Foam tank capacity will reduce the water tank capacity.	1
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LADDER STORAGE / RACKS

3340-0408-199	Adjustable ladder brackets. Locate in track officer's side.	1
3340-0409-199	Adjustable tracks (pair). Locate tracks to officer's side assembly. For use with ladder and/or hard suction rack(s).	1
3365-0018	Hold down brackets to secure a 2-section extension and roof ladder.	1
3365-0025-M37	Attic ladder mounting brackets (PR). Locate officer side bracket mounted on adjustable track.	1
3365-0034-515	(2) aluminum pike pole storage tubes. Locate officer side compartment top.	1
3365-0049	Brand of ladders capable of being carried on unit to be Alco-Lite.	1
3365-0087-C57	The length of ladders capable of being stored shall be the following: 24' 2-section and 14' roof ladder.	1
3365-0184-M11-L5	Zico hydraulic drop down portable tank rack. Rack located to driver side on compartment top of body. Rack sized for 2500 gallon aluminum frame portable tank. The control switching to be located on the side pump panel with the rack being in full view of the operator during operations.	1
3365-0188	Zico drop down rack to have smooth plate cover between outboard rack assemblies. Cover to be painted job color.	1
3365-0831	Hard Suction Storage Racks. Officer side hose bed side with adjustable tracks. Includes spring hold downs and scuff plates behind spring mounts (as applicable).	2

HANDRAILS / STEPS

3330-0277	Innovative Controls dual lighted LED folding steps rear NFPA. Includes folding steps on driver side rear of the body. (staggered stepped as applicable with tailboard depth) for NFPA hosebed access and handrail mounted on driver side upper hosebed side (as applicable).	1
3330-0279-060	Innovative Controls dual lighted LED folding step. Location: officer side front compartment face. Each location requires a minimum of (1) handrail per NFPA.	2
3330-0279-062	Innovative Controls dual lighted LED folding step. Location: driver side front compartment face. Each location requires a minimum of (1) handrail per NFPA.	2

MISC BODY OPTIONS

3340-0004	Hosebed above the booster tank. Includes forward hosebed and tower(s) cover plate work (as applicable). Hosebed adjustable divider extrusion in the forward area and rearward area of the hose bed to run full width of the hosebed (as is practical with other hosebed mounted equipment).	1
3340-0035	Divider Long. To run full length of hose bed (front to rear).	1
3340-0058	Recessed fuel fill driver side wheel well.	1
3340-0075	Body mainframe and hosebed side assemblies for a 90" high body.	1
3340-0093	Mud flaps, rear, black with E-ONE logo.	1
3340-0107	Diamond plate tandem axle wheel well. Includes bolt-on composite wheel well liners and fenderettes.	1
3340-0110	The rear of each hose bed divider to have a hand hold cut-out(s).	1
3340-0145	Rub rail for the body and pump area module(s).	1
3340-0403	Diamond plate side dump panels. Includes lift-up diamond plate doors with spring loaded hinges.	1
3340-0681	Body mainframe layout line to be 24". Includes body and all applicable modules.	1
3340-1648	Anodized aluminum trim on bottom edge of all body compartment openings including pump enclosure if applicable with painted edges.	1

SCBA BOTTLE STORAGE

3320-0100	Strap, loop style to retain SCBA bottle(s). Locate one per bottle in each exterior body storage compartment.	1
3320-0182-497	E-ONE designed (1) SCBA bottle storage driver side rear wheel well offset rearward with hinged door and push button latch. Door material to match wheel well material. Holds standard size SCBA bottle, 20lbs ABC Extinguisher (10.25"x7"x24") or 2.5 gal Water Extinguisher (9"x7"x24.5"). Door shall cover the recessed fuel fill if located in the wheel well adjacent to the SCBA storage.	1
3320-0183-495	E-ONE designed (2) SCBA bottle storage driver side rear wheel well offset forward with hinged door and push button latch. Door material to match wheel well material. Holds standard size SCBA bottle, 20lbs ABC Extinguisher (10.25"x7"x24") or 2.5 gal Water Extinguisher (9"x7"x24.5").	1
3320-0183-498	E-ONE designed (2) SCBA bottle storage officer side rear wheel well offset forward with hinged door and push button latch. Door material to match wheel well material. Holds standard size SCBA bottle, 20lbs ABC Extinguisher (10.25"x7"x24") or 2.5 gal Water Extinguisher (9"x7"x24.5").	1
3320-0183-500	E-ONE designed (2) SCBA bottle storage officer side rear wheel well offset rearward with hinged door and push button latch. Door material to match wheel well material. Holds standard size SCBA bottle, 20lbs ABC Extinguisher (10.25"x7"x24") or 2.5 gal Water Extinguisher (9"x7"x24.5").	1

PUMPS

4005-0031	Rating 1500 GPM.	1
4005-0196	Hale QMAX 1000-2250 GPM single stage pump. Requires primer option.	1
PUMP CERTIFICATION		
4475-0000	(Pump certification 750-2250 GPM)	1
PUMP OPTIONS		
4015-0008	Zinc anodes for Hale pump (PR), (1) discharge side and (1) intake side.	1
4015-0016	Thermal relief valve, Hale TRVL-120.	1
4015-0022	Mechanical pump seal - Hale.	1
4015-0053-198	Steamers to be Flush + 1". Location: driver's side.	1
4015-0053-199	Steamers to be Flush + 1". Location: officer's side.	1
4015-0098	Manual operated master pump drain. The master drain shall be clearly marked and placed in accessible location on pump panel.	1
4015-0210	Pump cooler with Innovative Control 1/4 turn valve with "T" handle and label.	1
4015-0242	Trident primer W/3 barrel push button control. For use with 1250 GPM and larger pumps. Requires 15.6 CFM or larger engine air compressor.	1
INTAKES		
4440-0005	2.5" Left Intake Akron Manual Valve.	1
INTAKE OPTIONS		
4445-0048	Intake pressure relief valve, Task Force Tips.	1
DISCHARGES AND PRECONNECTS		
4415-0008	1.5" Front bumper discharge Akron manual valve.	1
4415-0012-654	1.5" Crosslay with Akron manual valve. Location: crosslay 1 & 2.	2
4415-0014-581	2.5" Left Pump Panel Discharge Akron Manual Valve. Location: left side discharge 1.	1
4415-0014-582	2.5" Left Pump Panel Discharge Akron Manual Valve. Location: left side discharge 2.	1
4415-0016-584	2.5" Right Pump Panel Discharge Akron Manual Valve. Location: right side discharge 2.	1
4415-0022-350	2.5" Left Rear Discharge Akron Manual Valve. Location: left rear discharge.	1
4415-0034-583	3" Right Pump Panel Discharge Akron Manual Valve (Waterous pumps noted location to be forward lower port). Location: right side discharge 1.	1
4415-0041	3" Deck Gun Discharge, Akron manual valve. (outlet shall terminate with MNPT threads unless extend gun is install)	1
4415-0178-532	Polished Stainless Steel Swivel Located on Top of Bumper officer's side of center tray for Front Bumper Discharge.	1
4417-0106-L65	Deck gun piping to be positioned centered in deck gun channel.	1

DISCHARGE OPTIONS		
4417-0034	Deck gun TFT 18" Extend-A-Gun, 3" manual operation.(outlet shall terminate with MNPT threads)	1
4417-0175	Innovative Controls push/pull valve controls with locking T handles.	1
4417-0177	Innovative Controls 3/4" bleeder/drain valve include 1/4 turn T-handle.	9
4417-0185	Innovative Controls discharge and intake bezels with integral color code and verbiage for side mount pump panel.	1
4417-0246	Dealer/Customer installed monitor, make and model as specified.	1
BOOSTER REEL		
4405-0045-122	Hannay Booster Reel. Reel to have capacity of 200' of 1" (not included). Locate dunnage pan offset to officer side.	1
PRESSURE GOVERNORS		
4465-0011	Class 1 TPG pressure governor. Includes, water, oil, volt and tachometer.	1
GAUGES		
4435-0084	Innovative Controls 10 LED series foam tank level gauge. On pump panel.	1
4435-0085-230	Innovative Controls 10 LED SL series tank level water gauge, additional. Location: officer rear.	1
4435-0246	2.5" Innovative Controls stainless steel case pressure gauge (0-400) with color code bezel.	9
4435-0247	4" Innovative Controls stainless steel case master pressure gauges with bezel. Intake 30-0-400, and discharge 0-400.	1
4435-0347-527	IC 10 LED SL series/Whelen PSTank2 water tank level gauge package. Location of Whelen PSTank2 Strip Lights: each side of cab rear of front doors.	1
FOAM SYSTEMS		
4430-0079	The foam system performance shall be tested and certified in compliance with the applicable NFPA 1901 requirements.	1
4430-0159	<u>Class 1 2.1A foam system with SmartFoam controller</u>	1
FOAM SYSTEM OPTIONS		
4432-0053-556	Foam system plumbed to 1.5 first crosslay.	1
4432-0053-557	Foam system plumbed to 1.5 second crosslay.	1
4432-0053-567	Foam system plumbed to officer's side front jump line.	1
4432-0053-570	Foam system plumbed to booster reel dunnage pan officer's side.	1
ELECTRICAL SYSTEMS		
5010-0036	V-MUX Electrical system for pumper / tanker / rescue.	1
5010-0049	Vehicle data recorder - 2009 / 2016 NFPA compliant. Includes occupant detection shown in multiplex display. E-ONE chassis only.	1

5010-0055-649	Vista IV display for V-MUX electrical system. Location: driver's side engine cover.	1
5010-0094	Nanoprotech corrosion inhibiting spray coating to be applied on all exposed electrical connections.	1
5010-0100	AXIS Smart Truck Technology. Includes roof mounted antenna and 5 year data plan. For use only with E-ONE chassis in the USA.	1

LIGHT BARS

5300-0504	Whelen MKEZ7 1.5" standard mount for front light bar (PR).	1
5300-0506-000-4V	Front light bar LED color: Red/White with clear lenses (If applicable, includes side facing when colors are the same.)	1
5300-0510	Light bar Whelen Freedom IV Model F4X7 72" with 10 LED modules. Location: Centered on the front cab roof.	1

WARNING LIGHT PACKAGES

5550-0484-538-4T	Whelen Super LED lower level warning light package. Includes (8) C-Series model C6L light heads and (2) ION-T Series model TLI light heads with bezels. Color: Red with clear lenses. Locate side facing lights: at forward most position, in rear wheel well offset to front, and side facing at rear of body in rubrail if equipped. Note: ION-T Series light only available with clear lenses.	1
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WARNING LIGHTS

5600-0078-479-06	Whelen Super LED beacon (PR) model L31H with Red domes. Location rear upper body on aerial style brackets.	1
5600-0105-170	Hazard (door ajar) light 2" LED. Location: center overhead.	1
5600-0669-463-4T	Warning light Whelen C-Series model C6L Super LED (PR). Color: Red with clear lenses. Location: (1) each side in front quad inboard of NFPA warning light.	1
5600-0669-464-4T	Warning light Whelen C-Series model C6L Super LED (PR). Color: Red with clear lenses. Location: (1) each side of cab down low just ahead of rear doors.	1
5600-0671-742-4T	Warning light Whelen ION-T Series model TLI Super LED (PR). Color: Red with clear lenses. Location: (1) each side in pump module rubrail if equipped. (Split light head(s) containing "white" light(s) are for additional or non-NFPA warning lights only - NOT for use in a NFPA compliant package.) Note: ION-T Series light only available with clear lenses.	1

SIRENS

5500-0011-209	Federal Q2B siren - Pedestal mounted on bumper. Location: driver side front bumper. Requires activation switch.	1
5500-0015	Whelen model 295SLSA1 siren with microphone (replaced 295HFSA1).	1
5500-0024-170	The primary electronic siren control is to be located center overhead.	1

SPEAKERS

5510-0029-209	Speaker, Federal Signal Dynamax ES100 with "E-ONE" grille through bumper. Location: driver side front bumper.	1
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5510-0029-211	Speaker, Federal Signal Dynamax ES100 with "E-ONE" grille through bumper. Location: officer side front bumper.	1
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DOT LIGHTING

5150-0017	License plate light LED with chrome housing located at the rear of the body.	1
5150-0025	Marker light Truck-Lite LED body/cab package. E-One custom cab and pumper or tanker body only.	1
5150-0032	Bracket license plate at rear of body.	1
5150-0215	Whelen C6 series LED vertical mount tail lights. Includes LED stop/tail, arrow turn and back-up lights with vertical chrome ABS 4 housing and weatherproof connectors.	1

LIGHTS - COMPARTMENT, STEP & GROUND

5380-0008	Compartment light package incandescent for small bodies.	1
5380-0247	Compartment light ROM V4 LED for medical cabinet (EA).	0
5380-0280	Ground light package TecNiq T440 4" LED - large.	1

LIGHTS - DECK AND SCENE

5390-0007	Deck/scene light circuit wiring through chassis reverse. Requires rear deck or scene light.	1
5390-0215-395	Deck Lights - Optronics Model TLL44 (PR). Location: rear body/beavertail area on the trailing edge up high.	1
5390-0216	Hose bed light Optronics LED model TLL44 Locate at front of hose bed. Switched with work light switch in cab.	1
5390-0217	Crosslay light Optronics LED model TLL44. Locate to rear of crosslay (SM) and forward of crosslay (TM as applicable). Switched with work light switch in cab.	1
5390-0334-078	FireTech FT-GSMJR scene lights (PR) with chrome flange and weatherproof connectors. Switch in cab (driver and officer side lights switched separately). Locate: (1) on each side up high rear of body inboard of beavertails (if applicable).	1

LIGHTS - NON-WARNING

5400-0185	LED pump compartment light (EA).	1
5400-0224	Engine compartment light Optronics LED Series ILL22 (EA).	1
5400-0259	TecNiq model E10 pump panel LED light package with (3) lights per side pump panel. Pump panels over 45" may require additional lights. Side mount only.	1

CONTROLS / SWITCHES

5100-0000-198	Foot switch to control air horns located driver's side.	1
5100-0006-198	Foot switch to control Q2B located driver's side.	1
5100-0022-203	Push-button hose reel switch. Location: officer side pump panel.	1
5100-0165	Audible door ajar alarm wired through door ajar light. For use with multiplex display(s) only.	1

CAMERAS / INTERCOM		
5350-0192	Safety Vision back-up camera wired through multiplex display. Video displays automatically when transmission is in reverse. Camera only - does not include monitor.	1
5350-0561	Setcom LiberatorMAX wireless intercom with (4) headset chargers shall be installed within the cab. Headsets are not included and ordered separately (misc loose equip).	1
MISC ELECTRICAL		
5110-0017	Back-up alarm 97 dB.	1
5110-0219-762	Blue Sea 12V power distribution module model 5032. Location: behind officer's seat.	1
LIGHTS - AREA		
5450-0293	FireTech 75" 12V brow light with integrated marker lights and white housing. Includes switch accessible to driver. Replaces front brow marker lights. Requires special bracket 5450-0340 on aerials with waterway trough. Not available on aerials with deep trough.	1
5450-0337-493	FireTech 35" 12V mini brow light with white housing and flood optics. Includes switch in cab (driver and officer side facing lights switched separately). Location: driver and officer side over rear cab door.	2
5450-0644-407	Light Whelen 12V Pioneer Plus flood LED model PFH2P powder coated white with internal top raise pole mount (EA). Includes switch in cab (driver and officer side facing lights switched separately). Location: driver side of pump module forward area.	1
5450-0644-408	Light Whelen 12V Pioneer Plus flood LED model PFH2P powder coated white with internal top raise pole mount (EA). Includes switch in cab (driver and officer side facing lights switched separately). Location: officer side of pump module forward area.	1
MISC LOOSE EQUIPMENT		
7900-0014	DOT Required Drive Away Kit - Kit includes three (3) triangular warning reflectors with carrying case. This kit is for the end user and is to remain with the truck.	1
EXTERIOR PAINT		
8100-0089	All applicable pump/pre-connect application modules are to have a sanded finish (not painted job color). Includes upper and lower pump modules, crosswalk module and/or speedlay/pre-connect module (as applicable). Rear mounted body/pump module to be painted job color.	1
8100-0116	Rear body surface to have a sanded finish (not painted job color). Includes hinged doors that do not have discrete sales codes and removable panels.	1
8100-0176-000-7W	Paint E-ONE chassis cab - Sikkens paint. Color: As Specified.	1
8100-0183-000-7W	Paint Body - Large - For Aerials, T/A Tankers/Wetsides, Rear Mounts and Rescues.	1

Sikkens paint. Color: As Specified.

INTERIOR PAINT		
8150-0011	The interior of the cab to be painted Zolatone gray.	1
LETTERING		
8200-0113	Scotchlite Letter (Each) upto 6" tall. The exact size, color and location of the letters as specified by the customer.	60
8200-0116	Shade and/or outline (EA) for letters as specified by the customer.	60
STRIPING		
8300-0042	White rubrail scotchlite insert.	1
8300-0273-000-J7	Chevron "A" style 6" Reflexite V98 striping on front bumper. Colors to be Red/Fluorescent Yellow Green.	1
8300-0274-000-J7	Chevron "A" style 6" Reflexite V98 striping full width on rear of body. Includes rear facing extrusions, panels and doors. Colors to be Red/Fluorescent Yellow Green.	1
8300-0331	Single NFPA Scotchlite Stripe - up to 6" wide with hockey style, Z or S style or other customer specific design style. Stripe to be installed on cab and the body. Size, color and location as specified by the customer.	1
8300-0334	Additional NFPA Scotchlite Stripe - upto 3" wide on cab and the body. Design, size, color and location as specified by the customer.	2
8300-0381	Yellow perimeter marking to indicate designated standing / walking areas above 48" high in compliance with 2016 NFPA 1901 consisting of individual Reflexite diamonds approximately 1" wide. Steps, ladders and areas with a railing or structure at least 12" high are excluded from this requirement.	1
GRAPHICS		
8400-0017-1V4	A customer logo supplied to E-ONE in a digital format. Location: reference graphics layout drawing.	2
8400-0060	Graphics drawing showing striping, lettering and logos. Requires E-ONE installed graphics.	1
WARRANTY / STANDARD		
9100-0000	Standard 1 Year Warranty.	1
9100-0003	Lifetime Frame Stuctural Warranty.	1
9100-0004	10 Year/100,000 Mile Structural Warranty for Alum Cab / Body - Statement of Warranty.	1
9100-0005	10 Year Stainless Steel Plumbing Warranty - Statement of Warranty.	1
9100-0019	10 Year Limited Paint and Perforation Warranty - For Sikkens Paint.	1
9100-0090	25 Year frame rail corrosion warranty. Includes liners (if equipped).	1
9100-0101	Meritor 5 year / unlimited miles parts and labor warranty for front non-drive axle.	1

Exceptions: MFS rated at 22,800 includes a 2 year / 200K miles parts and labor warranty and a front drive axle includes a 2 year / unlimited miles parts and labor warranty.

9100-0102	Meritor 5 year unlimited miles, parts and labor rear drive single or rear drive tandem axle warranty.	1
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SUPPORT, DELIVERY, INSPECTIONS AND MANUALS

9300-0009	Manuals, Operator and Service in digital format.	1
9300-0012	Pump panel approval drawings. Will be provided on purchased units prior to construction.	1
9300-0016	Approval Drawings-Standard.	1
9300-0031	Dash/Console panel layout approval drawings. Will be provided on purchased units prior to construction.	1
9300-0316	Fire Apparatus Safety Guide published by FAMA, latest edition.	1

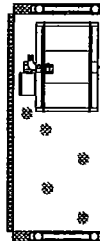


JOSHUA FIRE DEPARTMENT
JOSHUA, TX
Q110606
CUSTOM TANDEM TANKER
TYPHOON 8X4 CHASSIS

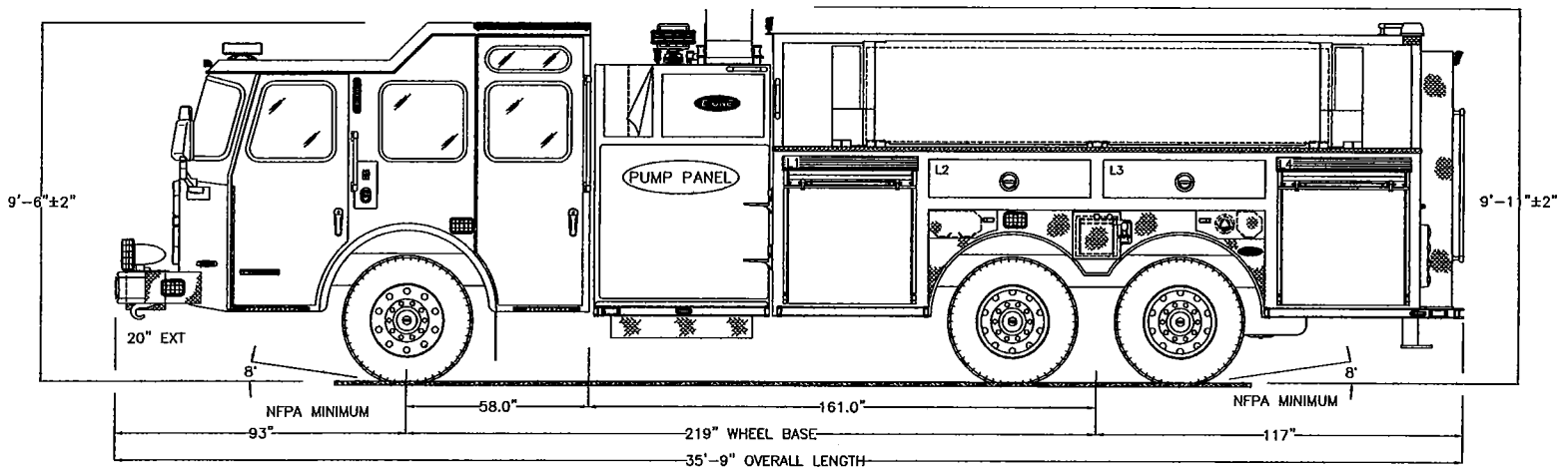
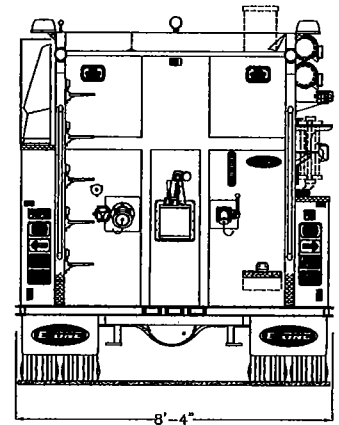
		HOSE LOAD:	
		NFPA CAPACITY	
1500 GPM HALE QMAX PUMP			
2500 GALLON WATER TANK			
30 GALLON INTEGRAL CLASS "A" FOAM			
COMPT.	OPENING	INTERIOR DIMENSION	
L1	40W 37H	42W 37H	12D
R1	40W 21H	42W 21H	12D
L2/L3	51W 12H	51W 12H	12D
L4	40W 37H	42W 37H	12D
R2	40W 21H	42W 21H	12D

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HOSEBED HEIGHT:
(FOR REFERENCE ONLY)
TO TAILBOARD: 65"
TO GROUND: 89"

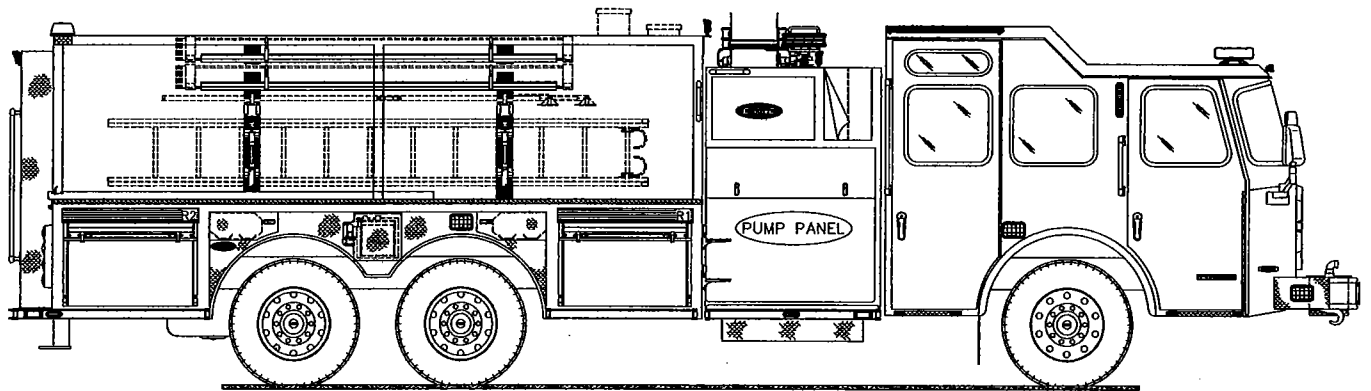
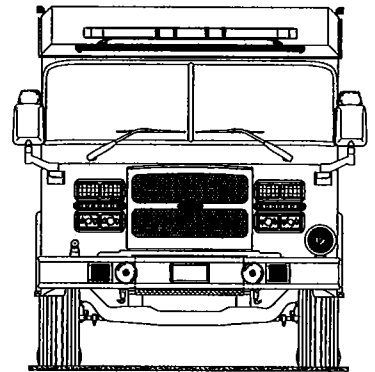




JOSHUA FIRE DEPARTMENT
JOSHUA, TX
Q110606
CUSTOM TANDEM TANKER
TYPHOON 6X4 CHASSIS

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City Council Agenda

October 21, 2021

Agenda Item: Personnel Policy Revisions

Agenda Description:

Discuss, consider, and take action on personnel policy revisions.

Background Information:

The City of Joshua Personnel Policy Manual underwent minor policy revisions in September 2020. No major updates have been completed since December 2018. Since 2018, there have been many law changes that greatly affect the way we govern our employees.

It is essential that we keep our personnel policy manual up to date as new rulings occur in order to properly educate employees on what is expected during daily activities as well as to clearly define rules and procedures.

*The attached policies have been adjusted as requested at the previous council meeting.

Financial Information:

Some of the polies proposed do have minor financial impacts. All others revisions are driven by changes in federal and state law.

City Contact and Recommendations:

Amber Bransom, Assistant City Manager
Staff recommends approval

Attachments:

- **Hours Worked (exisiting policy)** – Better defines current policy, splits out police and fire schedules, and establishes a 14-day pay cycle for the Fire Department.
- **Employee Performance Evaluations (exisiting policy)-** Revised policy establishing Bi-annual evaluations and probattionary evaluations.
- **Personal Appearance and Dress Code (exisiting policy)** – Changes allowable attire and addresses body art.
- **Separation from Employment (new policy)** – Better definines notices of resignation.
- **Methods of Payment (exisiting policy)** – Modifies current policy and better defines direct deposit and employee responsibilities.

- **Timekeeping and Timesheets (existing policy)** – Better defines employee timekeeping responsibilities and defines payroll responsibilities and methods of payment. This policy change reduces the rounding method to a quarter hour instead of a half hour.
- **Rest and Meal Periods (existing policy)** – Better defines rest and meal periods.
- **Overtime (existing policy)** – Better defines overtime for police and fire.
- **Service Recognition and Longevity Pay (existing policy)** – Establishes new pay amount (\$5/month for each year of service) and adds a service recognition program for milestone anniversaries.
- **Final Pay at Termination or Retirement (existing policy)** – better defines final pay upon separation and payout expectations.
- **Inclement Weather and Emergency Closing (existing policy)** – Better defines current policy.
- **Use of City Purchasing Card (new policy)**– Establishes a policy for purchasing cards.
- **Holiday Leave (existing policy)** – Better defines use and provisions of holiday pay. Adds two additional days; (1) Personal day and Veterans Day. Also satisfies law change on available holidays for firefighters. Defines the value for civilian and sworn police and fire personnel.
- **Vacation Leave (existing policy)** – Better defines the current policy, gives exempt employees an additional five days of leave time that expires annually.
- **Bereavement Leave (existing policy)** – Better defines current policy, changes the number of allowable annual days to five, and adds an additional layer of acceptable absences.
- **Modified Duty (new policy)**– New policy limiting how long an employee can be on light duty and defining expectations while on modified duty.
- **Administrative Leave with and without Pay (existing policy)** – Better defines administrative leave.
- **FMLA (Family Medical Leave Act) (existing policy)** – Better outlines procedure and expectations.

City of Joshua Personnel Policies and Procedures

Section 18: Employee Performance Evaluations

18.1 PERFORMANCE EVALUATIONS

Origination December 20, 2018

Revised October 21, 2021

The intent of the City of Joshua's performance evaluation process is to provide sufficient opportunities for employees to receive fair, accurate, and helpful performance feedback. The feedback received should assist employees in maintaining and improving good job performance and ultimately contribute to providing the best service possible to our citizens and customers. The performance evaluation process serves as a management tool for making decisions regarding career development, succession planning, training, retention, and compensation. All evaluations will be retained in the employee's personnel file.

The performance evaluation process is the ongoing action of setting performance expectations, coaching employees to reach those expectations, providing feedback to employees, and then reviewing and recognizing those performance results.

Feedback discussions occur bi-annually in January and July of each year.

A. TYPES OF EVALUATIONS

January Evaluations

January evaluations will serve as the primary evaluation for each year and will cover performance objectives, development plans, and set goals for the employee for the upcoming year. Employees will be marked as either meets standards or needs improvement.

July Evaluations

July evaluations will be used as a checkpoint to ensure employees are maintaining their performance and meeting any goals that are set during the January evaluation.

Probationary Evaluations

New, non-sworn employees to the City of Joshua are considered probationary employees for the first six (6) months of service. Sworn personnel serve a one (1) year probationary period. New employees will receive periodic performance evaluations until they successfully complete their probationary period. At the completion of their probationary period, employees will begin receiving bi-annual performance evaluations.

The probationary period serves as a formal opportunity to determine if a mutual fit exists between the employee and the organization. A decision to continue or end employment may be made at any time, by either the employee or the city, during or after completion of this period.

90 Day Re-Evaluation

Employees receiving an overall performance rating of "Improvement Expected" on their January performance evaluation will generally be placed on a Performance Improvement Plan (PIP) for three (3) months. At the end of the three (3) month period, the employee will receive a formal re-evaluation of their performance.

A performance evaluation is not subject to appeal or grievance unless it involves a protected status as defined by Title VII . However, if an employee disagrees with any portion of the evaluation, he/she may provide a written statement to be attached to the evaluation.

An employee on a leave of absence at the time their formal performance evaluation is done will receive a performance evaluation within two (2) weeks upon their return to work.

DRAFT

City of Joshua Personnel Policies and Procedures Section 22:

Section 22: Personal Appearance and Dress Code

22.1 PERSONAL APPEARANCE AND DRESS CODE

Origination December 20, 2018

Revised October 21, 2021

GENERAL POLICY STATEMENT

The City of Joshua is a public “service” organization; most employees are in constant contact with the public, citizens, out-of-town guests, potential new residents, the business and professional community, etc. Employees are expected to dress in a manner that is appropriate to a business environment and their specific positions that will represent professionalism and pride in the City of Joshua and the citizens they serve. In accordance with department standards or work environment, employees shall maintain a neat, clean, pressed, and well-groomed appearance, including clothing that fits properly. This policy is not intended to preclude cultural or religious customs.

This dress policy applies to all employees of the City of Joshua including full-time, part-time, temporary, seasonal, and uniformed, and non-uniformed personnel. This policy is not designed to conflict with established uniform or safety codes of individual departments. Supervisors shall administer guidelines that are appropriate for their work units and counsel their employees when necessary.

A. PERSONAL HYGIENE AND GROOMING

Along with the professional dress, employees will maintain proper hygiene and grooming. Employees will not use products or perfume that, due to their fragrance, cause discomfort to others. Items that will not be allowed are disruptive/extreme hairstyles, unkempt or unclean hair, hair in a color or shade other than those that occur naturally, and baseball caps other than City issued or part of the employee’s uniform. Facial hair such as beards, mustaches, goatees, sideburns, etc. shall be kept clean and neatly trimmed.

B. JEWELRY AND BODY ART

Visible tattoos shall comply with the departmental policy as established by the departmental supervisor; however, no person employed by the City may visually display the following:

1. Tattoos, brands, or scarification anywhere on the body that are, indecent, or racist.
2. Tattoos, brands, or scarification of initials, acronyms, or numbers that represent criminal activity, extremist organizations, or gang activity.
3. Sexist, racist symbols, words/markings, or other symbols, words, or markings that commonly or are likely to elicit a strong negative reaction in the workplace or public or that are inconsistent with the City's values or community relations objectives.
4. Illustrations, references, symbols, acronyms, or the like that denigrate the United States or any subdivision of the government.
5. Tattoos, brands, or scarification which depicts the use or promotes the use of illegal drugs or drug paraphernalia, as prohibited by state law and/or federal law.

No tongue rings, brow rings, facial piercings, ear gauges, or visible belly-button rings are permitted. Persons who have facial piercings or ear gauges upon hire will be required to plug or cover these items during work hours. Department management will work with the employee to approve the appropriate cover for such items. Religious accommodations may be made for some form of body jewelry or piercing but will be discussed with department management and human resources should a religious accommodation be requested by the employee.

The City Manager or designee will make the final determination, in accordance with this policy, as to whether a tattoo, body art, or brand complies with this policy.

C. UNIFORMS

City employees may be required to wear uniforms in the performance of their duties as determined by the department head or City Manager. This may include jeans, shirts, caps, rain gear, all-weather jackets, and steel-toed boots. Special equipment as provided by the police and fire department will be issued according to department policy. Employees should consult departmental policies for any specifics regarding uniform requirements.

Steel-toed boots will be purchased as needed for the employees to a maximum determined by the department. Anything more than the department maximum shall be paid by the employee to the vendor at the time of purchase. If an employee resigns or is terminated before the completion of their probationary period, the employee shall reimburse the City for the boots through a payroll deduction on his/her final paycheck.

Uniforms are the property of the City and all employees are responsible for proper care and use. An employee shall refrain from wearing any portion of the employee's uniform, which displays the City's logo, except when on duty or representing the City, or in route to or from such duty. An employee shall refrain from wearing any attire while off-duty that identifies the person as an employee of the City while engaging in conduct or activity that would discredit the City or the employee.

D. RETURN OF CLOTHING UPON SEPARATION OF EMPLOYMENT

A separating employee will return all City-issued articles before receiving their final paycheck. Any employee who willfully damages or destroys any part of a City-issued uniform must reimburse the City for those items damaged or destroyed. Employees are required to keep uniform articles clean and in good repair. A Department Head may authorize the person to retain certain items that do not contain City logos, are worn beyond use or are determined to have no value to the City.

E. ATTIRE STANDARDS

Generally, staff who work indoors or in an office are required to wear business casual dress, unless the formal business dress is more appropriate or provided an exemption by the City Manager.

Business professional or City-sanctioned work attire is preferred to present a professional appearance for meetings, special events, presentations, council meetings, or when representing the City on special occasions.

Casual Friday is the same as business casual except employees may wear jeans (well fitted with no holes, inappropriate markings) and well-kept sneakers. At all times employees are to be dressed professionally.

Appropriate underclothing/undergarments must be worn at all times and undergarments must not be visible to others.

Unusual circumstances, such as weather conditions, special work assignments, medical reasons, worksite conditions, and/or non-normal working hours and situations, may be sufficient reasons for the Department head to grant exceptions to the dress standards.

Examples of inappropriate attire:

- a) Shorts (except for shorts as part of a uniform)
- b) Low-rise or hip-hugger pants or jeans
- c) Sweatpants, leggings, or exercise wear
- d) T-shirts or Sweatshirts (holiday monogrammed, or silk-screened sweatshirts/T-shirts are allowed during the holiday season on Fridays)
- e) Tank tops or spaghetti strap of any variety
- f) Dresses, skirts, skorts, split skirts shorter than 4" above the knee
- g) Crop tops or clothing that exposes the midriff
- h) See-through or excessively tight clothing
- i) Capris shorter than mid-calf (hem should hit midway between knee and ankle)
- j) Low-cut, backless, shoulder-less dresses
- k) Stirrup-pants/leggings unless covered by a top
- l) Clothes that do not fit properly (too tight or too baggy)
- m) Clothing not in good condition (faded, frayed, having tears or holes)
- n) Sneakers (other than on Fridays), Flip Flops, floppy shoes of any kind, and Croc-like sandals
- o) Any clothing designs that could be perceived as offensive are prohibited at work

F. EXCEPTIONS TO THE DRESS CODE POLICY

The dress code guidelines will govern normal work situations; however, there may be instances where exceptions may be made such as moving, office reorganization, etc. Supervisors are responsible for ensuring their employees are not abusing the dress code or casual day policy for the City to maintain a professional and appropriate working environment and appearance. Casual dress shall be acceptable on Fridays as outlined below.

Jeans and tennis shoes are allowed on Fridays only and must be in good condition (see above).

City of Joshua Personnel Policies and Procedures

Section 27: Compensation

27.6 Separation from Employment

Origination October 21, 2021

Revised

Separations

A. RESIGNATION

A resignation is a voluntary act initiated by the employee to end employment with the City. The employee must submit a signed and dated letter of resignation to their Department Head at least two (2) weeks in advance, stating reasons for leaving.

If an employee does not provide advance notice or fails to work the remaining two (2) weeks, the employee will not be eligible for rehire unless otherwise approved by the City Manager. The employee also will not be eligible to receive a payout of accrued benefits, unless at the discretion of the Department Head and the City Manager a decision is made to pay all or a portion of accrued benefits to the employee in lieu of the two (2) week notice.

A resignation longer than ten (10) days must be approved by the City Manager. No resignation shall exceed thirty (30) days unless otherwise stated in an employment contract. All employees must be available to work during the notice period. Vacation days or holidays may not be taken during the two-week notice without prior written approval from the Department Head.

The department head is responsible for immediately notifying Human Resources of any resignation. Once a resignation has been submitted, it may be withdrawn only at the discretion of the Department Head or the City Manager.

The Department Head or City Manager may relieve an employee from duty before the expiration of the notice period without cause; however, the employee shall be compensated for accrued vacation unless terminated for cause. The City shall determine if the notice period is waived if the employee is still considered to have left in good standing depending on the circumstances.

B. RETIREMENT

An employee who intends to retire is requested to notify their supervisor, in writing, thirty (30) days before the date of retirement. This time frame ensures that all required retirement paperwork is submitted, received, and processed by TMRS and the City to ensure a smooth transition into retirement.

C. DISMISSAL/TERMINATION

An employee may be dismissed at any time when, in the judgment of the Department Head and the City Manager, the quality and performance of their work does not merit continuation of employment, the employee is unable to perform the essential functions of the position or their conduct violates City, state, local or federal policies or procedures.

Employees requiring accommodations due to medical necessity are required to request such accommodations and provide Human Resources with adequate documentation to determine the needed accommodations. Employees shall have an affirmative duty to report to Human Resources or their Supervisor any physical limitations impacting the ability to perform essential functions of their job. An employee's supervisor may immediately suspend an employee pending dismissal actions by the Department Head or City Manager.

The Department Head is responsible for the implementation of dismissals. To appeal a dismissal, an employee must follow the steps of the grievance policy.

D. JOB ABANDONMENT

Employees who fail to report to work or to contact their supervisor for two (2) consecutive workdays shall be considered to have voluntarily resigned effective at the end of their normal shift on the second day; with or without a written resignation. The employee will not be eligible for re-employment.

E. REDUCTION-IN-FORCE/REORGANIZATION

An employee may be separated from City service when it is deemed necessary because of shortage of funds or work, the abolition of the position, or other material change in the duties of the organization, or for other reasons which are outside the employee's control and which do not reflect discredit upon the service of the employee.

F. DEATH

If a City employee dies, their designated beneficiary will be paid all earned pay and payable benefits, less any amount owed to the City by the employee.

G. DISABILITY

An employee will be separated when, for physical or mental reasons, they cannot perform the essential functions of their position or any of the essential functions of a position after accommodation has been offered, if applicable. Voluntary separations based on reasons of disability must be substantiated by medical evidence if the disability may be a factor or condition of a retirement plan covering the employee.

AUTOMATIC TERMINATION POLICY

Under no circumstances, except for exceptions allowed under state and local rules, may an employee be absent from the workplace for more than one year. If an employee is unable, fails, or has not returned to work from an authorized leave of absence, for whatever reason, at the end of one year from the first day they leave began, their employment will automatically terminate. An employee will be considered unable to return to work if they cannot perform the essential functions of the job, with or without reasonable accommodation.

Brief appearances at work during a long-term absence will not prevent the City from terminating the employee under this policy if it is determined to be in the City's best interest. Likewise, any employee who reports to work (e.g., in a light-duty capacity) but is unable to perform the duties of his or her actual position for one year will be terminated.

City of Joshua Personnel Policies and Procedures

Section 27: Compensation

27.2 METHODS OF PAYMENT

Origination December 20, 2018
Revised October 21, 2021

A. METHODS OF PAYMENT

A pay cycle is completed every two (2) weeks with payday the following Wednesday. (The payday designation can change at the discretion of the City Manager and/or City Council). If a payday falls on a holiday, paychecks will be issued the last workday prior to the holiday. All pay stubs will be distributed to the email address designated by the employee. Employees should check their paycheck and paycheck stub to assure that the hours pay rate, and deductions are correct. Paychecks will only be released to employees. Exceptions may be made with proper written authorization.

The City requires employees to enroll and elect to have their paychecks deposited into a financial institution(s) of their choice. Regular pay stubs will not be issued other than on the days set except as necessary resulting from holidays.

No salary advances or loans against future salary will be made to any employee for any reason.

B. RECOVERY OF INACCURATE PAY OR BENEFITS

It is the employee's responsibility to review their payroll information and deductions for accuracy. If an employee is overpaid, given more leave benefits than they are due, or receives any other benefit or compensation to which they are not entitled, whether due to error for any reason, an employee's misrepresentation, the misapplication of a policy, or an error in processing, the employee is expected to notify his or her timekeeper and/or the Finance Department. The City will take steps to recover the benefits or compensation. Likewise, any form of payroll deduction that results in an underpayment should be reported, as well.

Employees are expected to repay the City upon notification of an overpayment error. Generally, employees are given the same amount of time to complete repayment to the City as the time during which the error or overpayment was made, unless otherwise provided for by the agreement. For example, if an employee was overpaid for three pay periods, the employee would have three pay periods from the date of notification to complete repayment. Employees will not be allowed to repay the City over multiple pay periods if such payments would cross over into another calendar year.

Attempts will be made to establish an agreed method to recover over payments. Failure to agree on a method may result in an appropriate action initiated by the City to correct the

issue, such as payroll deductions or reductions in pay rate. If such deductions would reduce the employee's pay below the minimum wage, the department should consult with the Human Resources Department. An employee's failure to cooperate in the recovery process could result in disciplinary action up to and including termination.

DRAFT

City of Joshua Personnel Policies and Procedures

Section 27: Compensation

27.3 TIMEKEEPING AND TIMESHEETS

Origination December 17, 2018

Revised October 21, 2021

All non-exempt employees shall prepare an accurate record of all hours worked, to be submitted to the Finance department, on the established schedule.

A. NON-EXEMPT EMPLOYEES

A non-exempt employee is required to record his exact hours of work by completing a timesheet for each pay period. The dates worked and the hours worked each day must accurately reflect the actual time worked. An employee who fails to accurately record work time, including time, worked but not authorized by the appropriate supervisor, or who falsifies time records is subject to disciplinary action, up to and including termination. An employee may also be subjected to criminal sanctions.

For payroll purposes, all time will be rounded to the nearest quarter hour utilizing the seven-minute rule. If an employee works at least seven full minutes, but less than eight, the number will be rounded down to the nearest fifteen minutes. More than eight minutes will be rounded up to the nearest quarter hour. An employee must not complete and/or make changes to any other person's time card except his own unless specifically authorized by the appropriate manager and/or by Payroll or Human Resources. The employee must also be notified of the entries or changes made.

Examples of inappropriate practices in recording work time, which are violations of this policy and the Fair Labor Standards Act, include, but are not limited to:

1. Not recording work performed during a meal period;
2. Not recording work performed at home;
3. Arriving "early" and working or staying "late" and working, and not recording the time worked;
4. Not recording overtime;
5. Leaving early on a day in one workweek and reporting early, staying late or working during meal periods as "makeup" in another workweek;
6. Maintaining dual time records, such as one set for pay purposes and another set for actual time worked;
7. Recording leave hours (vacation and sick) as hours worked; and
8. Recording hours worked as leave hours.

The above examples include actions by either the employee and/or the supervisor/manager permitting these actions to occur. "Doctoring" or otherwise falsifying time records clearly violates the FLSA and City policy and will subject the responsible person or persons to appropriate disciplinary action. Beyond all possible legal and policy complications, falsified

time records violate the City's need for equity in its pay and benefit practices among employees in any department.

B. APPROVALS

All time cards must be approved by the appropriate supervisor or a designated supervisor/manager within the employee's chain of command in a timely manner and in accordance with requirements and deadlines established by Payroll.

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City of Joshua Personnel Policies and Procedures

Section 27: Compensation

27.4 REST AND MEAL PERIODS

Origination December 20, 2018
Revised October 21, 2021

The Fair Labor Standards Act (FLSA) does not require that an employer provide its employees with time off for rest breaks, coffee breaks, meal periods, or for any other such purpose. However, if the employer does provide breaks of this type, there are regulations governing the determination of whether the break time is compensable hours worked. The scheduling of employee lunch periods and rest periods will be determined by the Department Head or their designee to facilitate serving the public and permitting efficient department operations.

A. REST PERIODS

Rest periods are a privilege, not a right, and should not interfere with proper performance of work responsibilities and schedules. If workflow permits and if authorized by their immediate supervisors, employees may take two 15-minute rest periods each workday. Rest periods cannot be used at the beginning or end of the workday to shorten the workday. Employees will be compensated for authorized rest periods.

B. MEAL PERIODS

Lunch periods may be offered for full-time employees. The department head or their designee is responsible for scheduling and deciding the duration of lunch periods. Non-sworn employees will not be compensated for lunch periods when they are completely relieved from duty unless authorized by the department head or designee. An exception is made for sworn employees of the fire and police departments, the standard workday does not include approved meal periods. Meal periods for non-sworn employees are time off without pay.

As a general rule, designated lunch periods cannot be used as time worked in order to shorten the workday. However, supervisors may authorize employees to work through all or part of their lunch periods in order to accommodate leaving work earlier than normal. Such permission should be requested and granted in writing. Working through the required meal period without written approval from the employee's supervisor may be grounds for disciplinary action, up to and including termination.

Departments may consult with the Human Resources Department for assistance in administering rest and lunch period policies.

City of Joshua Personnel Policies and Procedures

Section 27: Compensation

27.9 SERVICE RECOGNITION PROGRAM & LONGEVITY

Origination December 20, 2018
Revised October 21, 2021

A. Longevity Pay

Purpose & Scope

To recognize employees' years of service and career commitment to the City of Joshua. This policy applies to all regular, full-time employees.

Eligibility

All regular, full-time employees who have completed twelve (12) full calendar months of full-time service as of October 1 of each year are eligible to receive longevity pay in November of that year on the second pay period of that month.

Longevity pay is based on the number of years of continuous service with the City of Joshua. If a break in service occurs, longevity will accumulate from the new hire date or reinstatement date and will not include prior service.

Longevity will not accrue during periods of unpaid leave, including unpaid FMLA.

Amount

Longevity pay is \$5 for each month of service as of October 1, up to twenty (20) years with a maximum of \$1,200. **The amount of longevity pay is determined by the City Council through the budget process each fiscal year and is subject to change with each budget year.**

B. Milestone Awards

The City offers the following to each full-time employee's milestone recognition.

Five Year Award

Five-year service pin or logoed item

One (1) day of paid leave

Ten Year Award

Ten-year service pin or logoed item

Two (2) day of paid leave

Fifteen Year Award

Fifteen-year service pin logoed item

Acknowledgment by City Manager at Executive team meeting

Three (3) days paid leave

Twenty-Year Award

Twenty-year service pin logoed item

Listing on the City

websiteFour (4) days

paid leave

Twenty-Five Year Award

Twenty-five-year service pin logoed item

Acknowledgment by Mayor at City Council meeting (Department Head coordinates with City Manager's Office per employee's request)

Listing on the City website

Letter from City

Manager Five (5) days

paid leave

Thirty-Year Award

Thirty-year service pin

Acknowledgment by Mayor at City Council meeting (Department head coordinates with City Manager's Office per employee's request)

Listing on the City website

Letter from City Manager

Thirty-year portrait

Six (6) days paid leave

Implementation

On the first of each month, Human Resources will provide department heads with a list of milestone eligible employees. Department heads are then responsible for coordinating all recognition activities noted above. Thirty-year employees may choose to have a portrait taken that will be hung in City Hall. The employee will receive their portrait when they retire.

A paid leave day will consist of one (1) eight (8) hour shift, excluding Fire and Police shift personnel. A paid leave day for Fire and Police shift personnel will consist of twelve (12) hours of paid leave.

Employees must use all awarded paid leave within one year of his/her anniversary date. The supervisor must approve scheduling. Paid leave will be shown as Administrative Leave with Pay.

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City of Joshua Personnel Policies and Procedures

Section 27: Compensation

27.5 OVERTIME

Origination December 20, 2018

Revised October 21, 2021

Federal regulations allow government jurisdictions to compensate non-exempt employees for overtime work with overtime pay at the rate of one-and-one-half times for all time worked in excess of 40 hours in a workweek.

Employees must obtain supervisory approval prior to working overtime. Employees working unauthorized overtime will be compensated for the time but may face disciplinary action.

Department heads or designees should limit overtime work in their departments to the extent possible. Supervisors can direct employees to flex their schedules within the same workweek that the overtime would occur, in order to avoid accrual of overtime hours. Supervisors are prohibited from changing an employee's workweek in order to avoid overtime liability to the employee.

Opportunities to work overtime should be distributed as evenly as possible among qualified employees.

The employee or the designated employees (timekeepers) in each department must maintain accurate records which reflect an employee's actual hours worked. Employees who electronically enter their own work hours must record all hours worked. Hours must be recorded on paper or electronic time sheets and must be approved by their supervisor in order to be compensated.

A. NON-EXEMPT EMPLOYEES

Non-exempt employees are eligible to receive one-and-one-half (1 ½) hours for each overtime hour worked at their regular hourly rate in overtime pay for hours worked in a work week.

Leave time used does not count as hours worked for the basis of calculating overtime eligibility. Sick leave, vacation leave, bereavement leave, compensation time off, and injury leave (Workers' Compensation) are considered "hours not worked" and are not considered for

overtime eligibility. Only those hours actually worked (or treated under City policy as worked) in excess of forty (40) hours are compensated at the one-and-one-half overtime rate.

B. EXEMPT EMPLOYEES

Exempt employees are often expected or required to work in excess of forty hours in a workweek. According to the FLSA, certain categories of employees are exempt from payment of overtime.

C. SWORN POLICE

Sworn police employees who are not otherwise exempt under The Fair Labor and Standards Act (FLSA) and all officers below the rank of Chief will be paid overtime in the same manner as regular non-exempt employees.

1. Overtime will be paid to sworn police employees for hours worked in excess of eighty (80) hours in a fourteen (14) day work period.
2. Overtime will be paid at a rate of one-and-one-half ($1\frac{1}{2}$) times the employee's regular rate if the overtime is a result of work that was not previously scheduled such as emergency situations, unplanned replacement of unavailable employees or other situations requiring the Police Chief to meet staffing requirements resulting from unique situations where the employee was not scheduled to work. Holidays worked are included in the calculation of overtime.

D. FIRE SUPPRESSION

Overtime is paid based on a standard twenty-four (24) hours on duty/forty-eight (48) hours off duty schedule, which is permissible by the Department of Labor, Fair Labor Standards Act provisions. Certified fire employees who are not otherwise exempt under FLSA Section 13 (a)(1) will be paid overtime as follows:

1. Sworn employees of the fire department are entitled to overtime pay for all hours worked in excess of one hundred six (106) hours in a fourteen day (14) work cycle as permitted under the Fair Labor Standards Act. Working of overtime hours must be approved in advance by the appropriate supervisor.
2. When not scheduled to work, overtime will be paid at a rate of one-and-one-half ($1\frac{1}{2}$) times the employee's regular rate. Examples include work that was not previously scheduled such as emergency situations, unplanned replacement of unavailable employees or situations requiring the Fire Chief to meet staffing requirements resulting

from unique situations where the employee was not scheduled to work. Holidays are included in the calculation of overtime for fire department personnel.

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City of Joshua Personnel Policies and Procedures

Section 27: Compensation

27.12 FINAL PAY AT TERMINATION OR RETIREMENT

Origination December 20, 2018
Revised October 21, 2021

Final pay for hours worked in a pay period before termination is direct deposited into the employee's primary designated account on the payday after the termination is processed.

Employees who terminate and work less than 50 percent of the month that the separation occurred in do not earn/accrue vacation during that final pay period.

If a pay rate change occurs during the pay period in which the employee terminates, the employee is paid their terminal leave pay (including appropriate leave balances) at the payrate in place on the date of their separation.

Non-exempt employees are paid for accrued compensatory time at termination regardless of the reason for the termination. Exempt employees who are involuntarily terminated or resign in lieu of termination may be paid for accrued vacation time at the discretion of the City Manager or their designee in exchange for a release of claims. Employees who are terminated before the expiration of their initial probation (including an extension of initial probation) are not paid for unused accrued vacation leave. The payment of any applicable accrued hours will be made via the employee's direct deposit information on file at the time of separation.

The City can collect any money from the employee's final pay that is owed to the City for benefits, overpayment, and/or for any tools or equipment the department (or City) provided that are primarily for the benefit or convenience of the City. Uniforms, keys, vehicles and other City-owned equipment must be returned in good condition to the employee's Supervisor prior to the separation. If a terminating City employee fails to return City-owned equipment or property to the City before their final paycheck is issued, the value of the property or equipment will be deducted from the final pay, with the balance of the final check to be paid after the employee returns the equipment or property to the City.

If the pay for the hours worked on the final paycheck is reduced to below the minimum wage, the Finance Department needs to be consulted to ensure that FLSA regulations are not violated.

City of Joshua Personnel Policies and Procedures

Section 27: Compensation

27.14 INCLEMENT WEATHER AND EMERGENCY CLOSING

Origination December 20, 2018

Revised October 21, 2021

In inclement weather or disaster, it may be necessary to limit City services. In these situations, the City Manager will make the determination and issue a declaration. Personnel essential to services that must be carried out during inclement weather or disasters may be required to report to work at these times. Departments are required to identify essential personnel as needed in their department.

A. UNABLE TO REPORT TO WORK WHEN OFFICES ARE OPEN

If the City has not been officially closed, employees who are unable to report to work due to inclement weather must contact their supervisor in accordance with personnel policies and departmental procedures. An employee who fails to report or contact his supervisor may be subject to disciplinary action, up to and including termination.

An employee must use accrued compensatory and vacation leave. If an employee has no paid leave available, the employee may be granted authorized leave without pay, or holiday time. If an employee has no paid leave available, the employee may be granted authorized leave without pay.

B. COMPENSATION FOR INCLEMENT WEATHER ABSENCES

If the City Manager closes a facility due to inclement weather, an employee scheduled to work at the facility will be paid his normal shift pay during the hours the facility is officially closed.

In the event of a delayed opening or early closure designated by the City Manager, full-time non-exempt employees will be paid for the hours scheduled to work that day.

C. EMERGENCY SERVICES

Employees designated by their Department head to provide emergency services will report to work as provided by their department rules during an official weather or emergency closing of business. An emergency services employee, other than police and fire essential personnel, who work during business hours on an official weather or emergency closing will be paid time and one-half (1½) of his normal pay regardless of hours worked already during the week.

D. COMMUNICATION

Employees are responsible for checking for inclement weather closures on the city's website and Facebook page.

City of Joshua Personnel Policies and Procedures

Section 28: Travel

28.6 USE OF CITY PURCHASING CARD

Origination October 21, 2021
Revised

Cardholders are responsible for and accountable to the City of Joshua for all purchases made with the purchasing card and they must adhere to all policies regarding its use. All purchasing card purchases should be for official City business only. It is the responsibility of the employee to ensure that no sales tax is charged on any purchases. The City is exempt and is not required to pay sales taxes. If the employee fails to have the sales tax removed upon initial purchase it is their responsibility to have it corrected.

Any employee who fails to use the purchasing card properly or abuses the use of the purchasing card shall be subject to disciplinary action as listed below, up to and including immediate termination.

The City will aggressively seek restitution for any inappropriate purchases made with the card. All cases of misuse or abuse of the purchasing card will be documented by the Finance Department and forwarded to the City Manager, Human Resources Department, and the Department Head.

A. MISUSE

The following types of card misuse will be reported in writing to the Department Head and Human Resources and subject to penalties referenced below. These are examples and do not constitute a complete listing:

1. Violation of purchasing policies
2. Use of card for personal purchases, including alcoholic beverages
3. Use of card by individuals other than the cardholder
4. Use of card to avoid or evade single or monthly transaction limits
5. Use of card to purchase non-allowable items
6. Splitting transactions at the point of sale in order to evade the single transaction limit
7. A consistent pattern of losing or misplacing receipts and/or failure to provide itemized receipts.
8. Consistently failing to remove sales tax prior to purchase.

B. DISCIPLINARY PROCEDURES

If a single incident of abuse is severe enough, regardless of the amount, the Department Head and Human Resources may skip all of the below steps and immediately suspend the card permanently or immediately terminate the employee.

1. First Offense: The cardholder will receive a verbal warning. The verbal warning shall be issued by the Department Head and/or designee. The Purchasing Card Program Administrator will notify in writing the Department Head and Human Resources of the

abuse.

2. Second Offense: The cardholder will receive a written reprimand and be required to attend purchasing card training. The written reprimand shall be issued by the Department supervisor and/or designee. The Purchasing Card Program Administrator will notify in writing the Department Head and Human Resources of the abuse.
3. Third Offense: The cardholder will have their purchasing card suspended for one (1) full billing cycle. The Purchasing Card Program Administrator will suspend the purchasing card and notify in writing the Department Head and Human Resources of the suspension of the purchasing card.
4. If another offense occurs after the card is reinstated, the card shall be canceled or suspended up to one (1) year.
5. If abuse continues, further disciplinary action will be taken up to and including termination.

City of Joshua Personnel Policies and Procedures

Section 29: Leave Benefits

29.2 VACATION LEAVE

Origination December 20, 2018
Revised October 21, 2021

A. FULL-TIME EMPLOYEES

All regular full-time employees shall be entitled to accrue vacation leave for each complete month of active service with the City. The accrual rate will be based on length of service with the City and number of hours worked per regular workweek. This leave is earned in twenty-six (26) separate increments distributed equally over the twenty-six (26) pay periods each year.

Regular employees and sworn police accrue vacation based on 8 hour days and certified fire accrue vacation based on a 12-hour shift day. Employees being transferred, promoted, or demoted to a different position shall retain their accrued vacation balance. The accrual rate will change to the accrual rate of the new position.

Up to 60 months (0-5 years of service)	Days Per Year	Hours Per Pay Period	Maximum Vacation Accrual Hours/Days
40-Hour Employees	10 days	3.08 hours	160 hours/20 days
40-Hour Sworn Police	10 days	3.08 hours	160 hours/20 days
24-Hour Certified Fire	5 shifts	4.62 hours	240/10 shifts

61-108 months (6-9) years of service)	Days Per Year	Hours Per Pay Period	Maximum Vacation Accrual Hours/Days
40-Hour Employees	15 days	4.62 hours	240 hours/30 days
40-Hour Sworn Police	15 days	4.62 hours	240 hours/30 days
24-Hour Certified Fire	7 shifts	6.46 hours	336/14 shifts

120 + months (10+ years of service)	Days Per Year	Hours Per Pay Period	Maximum Vacation Accrual Hours/Days
40-Hour Employees	20 days	6.15 hours	320 hours/40 days
40-Hour Sworn Police	20 days	6.15 hours	320 hours/40 days
24-Hour Certified Fire	10 shifts	9.23 hours	480/20 shifts

The maximum allowable accrual of vacation leave will be two (2) times the annual accrual. The actual number of accrued vacation hours permitted will depend on the number of vacation hours each employee earns per year.

Failure to use any hours over the allowable annual accrual will result in the loss of accrued vacation leave. This is generally referred to as the “use it or lose it” rule.

B. FULL-TIME EXEMPT EMPLOYEES – EXEMPT LEAVE

In addition, exempt employees will be given forty (40) hours per year that may be used as personal time off. Hours will be added annually on January 1. For those hired after January 1, twenty (20) hours will be added on July 1. Exempt leave is not compensable upon termination of employment and does not carry over annually. Any hours not utilized will be forfeited on December 31 each year.

C. VACATION ACCRUAL FOR PART-TIME, TEMPORARY, AND SEASONAL EMPLOYEES

Part-Time, temporary, and seasonal employees are not eligible to accrue vacation or receive vacation leave benefits.

D. VACATION ACCRUAL - PARTIAL PAY PERIOD ACCRUAL

An employee will not accrue vacation if they work less than one-half ($\frac{1}{2}$) of the pay period. This would apply to new hires, separations, administrative leave without pay, or unpaid FMLA.

E. VACATION ACCRUAL DURING UNPAID LEAVE OF ABSENCE

Vacation will not accrue during periods of unpaid leave that are for one half or more of the standard number of paid days, including unpaid FMLA.

F. SCHEDULING OF VACATION

Vacations must be scheduled in advance with supervisors or Department Heads who shall give due consideration to the needs of the requesting employee. Vacations can only be scheduled when the workload permits and the leave does not interfere with normal department operations and the needs of the City; however, every effort shall be made to accommodate individual requests.

Vacation days off will be limited to ten (10) consecutive days (2-weeks). All employees must give at least ninety (90) days' notice and must obtain written approval from their supervisor or Department Head. If the employee takes ten (10) consecutive days of vacation, said employee cannot take another five (5) or ten (10) day vacation for ninety (90) days after vacation has been completed. (Exception: In an emergency situation or when used during FMLA). Fire suppression employees shall take no more than five (5) shifts worth of vacation time and may not take another five (5) shifts worth of vacation for ninety (90) days after vacation has been completed.

Employees are required to submit a leave request to the Finance Department and the leave must be approved by the supervisor or Department Head before the time can be taken off. Employees

shall be charged vacation time off in half (1/2) hour increments unless an employee is short hours for a 40-hour work week. The employee can then request time be taken from their vacation hours in one (1) hour increments, but not less, in order to fulfill that 40-hour week. Vacation pay will not be authorized during a leave of absence without pay or disciplinary suspension.

The operational needs of the department may require supervisors to request that employees explain the circumstances of their requested leave, so the supervisor can decide whether to approve the leave request. If requested, failure to provide information or documents concerning the requested leave could result in the denial of the use of leave. Supervisors may rescind previously approved vacation leave because of work issues with coverage of shifts. The supervisor must consider the consequences to the employee of which the supervisor is aware (prepaid travel expenses, family issues, employee morale) compared to the operational needs of the department in deciding whether to deny or rescind requested leave.

Employees must have an adequate vacation leave balance available to use at the time of their requested time off. Employees cannot “borrow” from future leave accruals. When an employee is using vacation leave, all available leaves are accrued at the same rate as if the employee was at work.

At no time will vacation hours be advanced to employees.

G. VACATION DURING PROBATIONARY PERIOD

Vacation leave will not be authorized during the first six (6) months of employment for any employee. All employees, including Police and Fire under a 12-month probationary period, are eligible to take a vacation after six (6) months of employment. Exceptions to this policy must be approved in writing by the City Manager.

H. VACATION DURING EXTENDED PROBATIONARY PERIOD

Employees who are on extended initial probation may not use accrued vacation. Exceptions to this policy must be approved in advance by the City Manager.

I. HOLIDAYS DURING VACATION

Official City holidays occurring during an employee's vacation shall not be charged to vacation leave.

J. ILLNESS DURING VACATION

Employees who become hospitalized or incapacitated due to injury or illness during the period of their vacation leave may request that their vacation be temporarily terminated, and their time be charged to sick leave. Department Heads and supervisors may require satisfactory proof of illness.

K. VACATION PAYOUT

Upon separation from City service, a full-time regular employee will be paid for no more than four (4) weeks of unused vacation leave. Payment shall be made for up to the allowable amount payable of unused vacation leave upon separation in good standing, retirement, or death of the

employee, provided that the employee has completed their initial or extended probationary period with the City, has not been discharged as a result of criminal or civil misconduct involving City property, personnel, or official position, and has provided proper notice.

Terminating employees must leave in good standing, having given a two-week notice, in order to receive payment for any unused vacation time for which they may be eligible. Those that are involuntarily terminated will not be paid out any of their remaining vacation leave.

Regular full-time employees are eligible to sell back a maximum of forty (40) hours of accrued vacation time (this does not include exempt leave for exempt employees) once each calendar year provided the employee will maintain at least forty (40) hours of accrued vacation time after selling forty (40) hours.

Exempt employees who utilize any exempt leave time will be ineligible for vacation sell back for the calendar year that the exempt time was taken. All vacation sell backs are subject to city manager approval.

L. REHIRE

Individuals desiring re-employment in good standing (voluntary separation having given a two weeks' notice and are deemed admissible for rehire) may be rehired if a vacant position is available. If the individual decides to resign again after obtaining eligibility to receive vacation leave, the total amount of vacation payout regardless of the number of separations with the City shall not exceed forty (40) hours.

City of Joshua Personnel Policies and Procedures

Section 29: Leave Benefits

29.5 BEREAVEMENT LEAVE

Origination December 20, 2018
Revised October 21, 2021

The City provides employees hired in regular full-time positions with paid bereavement leave. Other employees may be granted unpaid time off if approved by their supervisor. The intended purpose is to allow an employee time off to attend to the immediate needs resulting from a death of their family or their spouse's family.

A. ELIGIBILITY AND DOCUMENTATION

Department Heads may authorize up to five (5) days of bereavement leave to attend the funeral and make necessary arrangements due to the death of their current spouse, child, parent, former guardian, sibling, step-parent or child, step-brother or sister, grandparent, or grandchild. To be eligible for bereavement leave, employee must generally attend funeral of the deceased.

Employees are allowed three (3) days off from regular scheduled duty with regular pay in the event of death of the employees' brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, or first cousin. To be eligible for bereavement leave, employee must generally attend funeral of the deceased relative.

Employees are allowed up to four (4) hours of bereavement leave to attend the funeral of a fellow regular employee or retiree of the City, provided such absence from duty will not interfere with normal operations of the City.

The City may require proof of death, funeral, and/or family relationship in support of bereavement leave.

B. BEREAVEMENT LEAVE APPROVAL AND PAY

Employees who wish to take bereavement leave must notify their department supervisor immediately. Authorization is not automatic. Employees must make sure they have the necessary authorization before taking leave. All bereavement leave time taken must be recorded in the City's payroll system.

C. ADDITIONAL LEAVE

If additional time off is requested and approved or if time off is needed for a death not covered by this policy, employees may use accrued compensatory and vacation leave. If no compensatory or vacation time is available, the department head may approve use of leave without pay or sick leave.

City of Joshua Personnel Policies and Procedures

Section 29: Leave Benefits

29.8 MODIFIED DUTY

Origination October 21, 2021
Revised

The City may make modified/light duty assignments available to employees with an illness, injury, or medical condition who are unable to perform their regular job duties. The decision to offer an employee a light duty assignment is made at the City Manager's sole discretion or their designee. A light duty assignment may be in the employee's own or another department in the City. In making light duty assignments, the City will normally give priority to employees whose injury or illness is work-related.

Factors considered by the City in making its decision include, but are not limited to:

- The nature of the employee's illness, injury, or medical condition;
- The medical release provided in support of light duty and restrictions, if any;
- The risk that a light duty assignment may result in aggravation of the employee's condition;
- The type of light duty work available;
- The length of time necessary for the light duty assignment;
- The length of the employee's employment with the City;
- The employee's performance and disciplinary history; and
- Whether the condition occurred on or off duty.

A. RESTRICTIONS AND RELEASE FROM LIGHT DUTY

Employees who are released for and given a light duty assignment may not perform work duties in violation of their medical release. Violation of the terms/restrictions of the medical release by the employee while on light duty assignment will subject the employee to possible disciplinary action and loss of the light duty assignment.

Light duty will not extend beyond twelve (12) work weeks from the date of release to light duty by the employee's treating physician. Employees still unable to return to regular duty after that time must re-qualify for limited duty through evaluation by their treating physician and a recommendation from the Department Head and Human Resources to the City Manager. Only the City Manager may approve an extension of a light duty assignment.

An employee who is released for and offered light duty by the City while on Workers' Compensation but who elects not to accept such an assignment, will be ineligible to use any accrued sick leave benefits and salary continuation benefits under the City's Workers' Compensation Policy, but may still be entitled to unpaid leave under the City's FMLA policy.

An employee who is released for and offered light duty by the City for any other illness/injury but who elects not to accept such an assignment, will be ineligible to use any accrued sick leave benefits, but may still be entitled to unpaid leave under the City's FMLA policy. The only

exception would be if no light duty assignment could be found or if approved by the City Manager.

During a light duty assignment, employees will typically work an 8-hour workday, Monday through Friday. This means that the 24-hour shift employees, as well as other employees who work a non-traditional schedule, will usually be temporarily reassigned to an 8 or 9-hour workday, Monday through Friday, for the duration of their light duty assignment.

All light duty requests and assignments will be reviewed by and coordinated through the Human Resources. Human Resources will work with the employee's department in making its decision. Before returning to regular job duties following a light duty assignment, the employee must coordinate their return through the Human Resources.

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City of Joshua Personnel Policies and Procedures

Section 29: Leave Benefits

29.9 ADMINISTRATIVE LEAVE WITH AND WITHOUT PAY

Origination December 20, 2021
Revised October 21, 2021

The City Manager may grant up to four (4) weeks of Administrative leave (with or without pay) when such leave is in the best interest of the City of Joshua. Examples (not an exhaustive list) of use of such leave would be to allow senior management time to investigate a matter of employee conduct or to allow an employee time to resolve a matter of significant personal business.

A Department Head who wishes to request administrative leave with or without pay should make a written request to the City Manager's office stipulating the amount of leave requested and the reasons for the request.

It is the responsibility of the Department Head and City Manager's office to advise Human Resources when administrative leave has been granted and the related circumstance. The Human Resources Department will assure related documentation is made and the Finance Director is notified, if necessary.

During an approved unpaid leave of absence, the City will continue to pay its usual contributions toward an employee's benefits; however, the employee is responsible for paying any benefit premiums that would normally be deducted from their pay check. Arrangements should be made with Human Resources for paying such premiums prior to the employee's leave.

City of Joshua Personnel Policies and Procedures

Section 29: Leave Benefits

29.11 FAMILY AND MEDICAL LEAVE ACT (FMLA) Origination December 3, 2018 Revised October 21, 2021

This policy establishes the provision of unpaid time away from work for medical and family reasons in accordance with the guidelines set forth in the Family and Medical Leave Act of 1993 (FMLA).

A. EMPLOYEE ELIGIBILITY

To be eligible for FMLA leave, an employee must have worked for the City:

1. For at least twelve (12) months (the 12-month period may include time previously worked for the City of Joshua so long as the time worked was no more than seven (7) years ago)
2. For at least one thousand two hundred fifty (1,250) hours during the twelve (12) months preceding the start of the leave. The 1,250 hours do not include time spent on paid or unpaid leave. Consequently, these hours of leave should not be counted in determining the 1,250 hours eligibility test for an employee under FMLA.

B. LEAVE ENTITLEMENT

Eligible employees may take FMLA leave for one or more of the following reasons:

1. For the birth or placement of a child for adoption or foster care; must be taken within one (1) year of birth or placement of the child.

Intermittent leave may be allowed if it meets the criteria listed below:

2. To care for a spouse, child, or parent with a serious health condition.
3. When the employee is unable to perform the functions of his/her position because of his/her own serious health condition.
4. Because of a qualifying exigency based upon USERRA Laws, due to a family member leaving for military deployment out of the country.
5. Qualifying exigency leave to care for covered military personnel injured in the line of duty and requiring care from designated next of kin. Next of kin means the nearest blood relative designated as such by the covered service member.

The qualifying exigency must be one of the following:

- a. short-notice deployment
- b. military events and activities
- c. childcare and school activities

- d. financial and legal arrangements
- e. counseling
- f. rest and recuperation
- g. post-deployment activities, and
- h. additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on the timing and duration of the leave.

C. DEFINITIONS

Child. A biological, adopted, foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis (in place of a parent). The child must be under eighteen (18) years of age, or eighteen (18) or older and incapable of self-care because of a mental or physical disability.

Parent. The biological, adoptive, step or foster parent, or any individual who stood in loco parentis to an employee when the employee was a child; this does not include a parent-in-law.

Serious Health Condition. An illness, injury, impairment or physical or mental condition that involves:

1. Any period of incapacity or treatment in connection with or consequent to inpatient care in a hospital, hospice, or a residential medical care facility.
2. Any period of incapacity requiring absence from work, school, or other daily activities, of more than three (3) calendar days, or two (2) or more shifts for Fire suppression employees, that also involves continuing treatment by a healthcare provider.
3. Two or more in-person visits to a healthcare provider for treatment within thirty (30) days of the first day of incapacity unless extenuating circumstances exist. The first visit must be within seven (7) days of the first day of incapacity; or
4. At least one in-person visit to a health care provider for treatment within seven (7) days of the first day of incapacity, which results in a regimen of continuing treatment under the supervision of the healthcare provider. For example, the health provider might prescribe a course of prescription medication or therapy requiring special equipment.
5. Prenatal care.

D. EMPLOYEE'S NOTICE REQUIREMENTS

In order for the City to accommodate an employee's workload during their absence, an employee seeking to take FMLA leave must provide both their Department Head and Human Resources Department with at least thirty (30) days' advance notice when the leave is foreseeable. If the leave is not foreseeable, an employee is expected to provide both their Department Head and the Human Resources Department with as much advance notice as possible, following the City's and their department's usual and customary call-in procedures for reporting unscheduled

absences. In the event of medical leave for planned medical treatment for the employee or for the employee's spouse, child or parent, the employee is required to make a reasonable effort to schedule the treatment so as not to disrupt unduly the City's operations. An employee shall keep the Human Resources Department informed about their condition or status and provide an anticipated return date supported by pertinent documentation. If the employee does not provide the employer with enough information to know that the leave may be covered by the FMLA, the leave may not be protected.

All supervisors must immediately notify both their Department Head and the Human Resources Department if they have reason to believe an employee's absence is due to an FMLA covered reason. (Note: Under FMLA, an employee requesting paid or unpaid leave for an absence covered by the FMLA is not required to expressly mention FMLA. If the employee states a reason that qualifies for FMLA leave, the employee will likely have met the FMLA's notice requirements.)

E. MEDICAL CERTIFICATION AND OTHER REQUIRED DOCUMENTATION

1. The City of Joshua has up to five (5) days to request a certification. An employee must provide the Human Resources Department with a medical certification from their healthcare provider within fifteen (15) days of the request for leave, supporting the need for FMLA leave due to a serious health condition affecting the employee or the employee's spouse, child or parent. The certification must set forth the beginning and expected ending date(s) of the leave. In the case of intermittent leave, the certification must also provide the dates and duration of the treatments necessitating the intermittent leave.
2. The employee is responsible for both the cost of getting the certification from a health care provider and for making sure that the certification is provided to the Human Resources Department within fifteen (15) days.
3. An employee must also provide periodic reports during FMLA leave as to their status, an intent to return to work, and may be required to submit a "fitness-for-duty" certification detailing any restrictions before the employee can return to work. The Department Head is responsible for determining if those restrictions can be accommodated. If the release does indicate restrictions, further releases are required until all restrictions are removed. The employee must check in with their supervisor or Human Resources at least once every two weeks while on restrictions. If the employee discovers that the amount of leave originally anticipated is no longer necessary, the employee must provide the City with reasonable notice (two (2) business days) of the changed circumstances if foreseeable. In some cases, the City may require a second or third medical opinion (at the City's expense) and periodic recertification of the serious health condition. If an employee fails to provide any required certification within fifteen (15) days, from the request, the City may deny leave until the certification is provided. If an employee elects to take FMLA in order to care for a family member, the employee may be required to provide reasonable documentation confirming a family relationship and/or their medical needs.
4. Certification cannot be requested for leave to bond with a newborn or a child placed for

adoption or foster care. However, you may be required to submit documentation or statement of family relationship to the individual for whom the employee will be caring. This documentation may take the form of a child's birth certificate, a court document or a simple statement. Any official documents submitted for this purpose will be returned to the employee.

5. The City may request recertification for the serious health condition of the employee or the employee's family member no more frequently than every thirty (30) days unless circumstances have changed significantly, or if the employer receives information casting doubt on the reason given for the absence, or if the employee seeks an extension of his or her leave. Otherwise, the company may request recertification for the serious health condition of the employee or the employee's family member every six months in connection with an FMLA absence. The City may provide the employee's health care provider with the employee's attendance records and ask whether the need for leave is consistent with the employee's serious health condition.

F. LEAVE TIME

Employees are eligible for Family and Medical Leave for an aggregate total of up to twelve (12) workweeks in a twelve (12) month period. To determine eligibility for leave, the City uses a rolling 12-month period measured backward from the date of any FMLA last taken. When Calculating family leave balances within any twelve (12) month rolling period, only leave expressly authorized as family/medical leave shall be deducted from the twelve (12) weeks of leave entitlement to determine the applicable family/medical leave balance. Routine vacation, sick, compensatory or other similar paid leave taken during such twelve (12) month period shall not be deducted from the family/medical leave balance. Vacation, sick, compensatory or other similar paid leave which is expressly taken in connection with family/medical leave shall be deducted from the family/medical leave balance.

1. **Intermittent Leave.** An eligible employee may take FMLA on an intermittent or reduced schedule basis only if deemed "medically necessary," or otherwise approved by their Department Head.
For the birth, adoption or foster care of a child, the city and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced hour schedule. Leave for birth, adoption or foster care of a child must be taken within one year of the birth or placement of the child.
When intermittent leave is needed, the employee must try to schedule the leave so as not to unduly disrupt the Department's or City's operations. The City may temporarily transfer the employee to an alternative position (with equivalent pay and benefits) in order to better accommodate an employee's intermittent or reduced leave schedule.
2. All allowable paid leave **MUST** be depleted prior to taking the requested leave as unpaid leave for any of the aforementioned circumstances. Sick time must be depleted first, then compensatory time, vacation, and holiday before any other available banks are accessed before an employee may go on unpaid status.
3. While out on FMLA, an employee will only accrue leave if they are eligible for pay based on the minimum monthly standard (half the month). Part-time employees must

have worked or been paid for 40 hours, full-time (2080) employees must have worked or been paid for 80 hours and fire suppression employees (2912) must have worked or been paid for 112 hours in that month.

4. Paid leave is defined as having enough accrued time available to receive compensation. Unpaid leave is defined as no time is available and no compensation is received. Holidays will be paid in accordance with the Holiday policy. Employees on paid FMLA leave will be paid for the holiday. Employees on unpaid leave are not eligible for holiday pay
5. FMLA time runs concurrently with all paid leave and with Worker's Compensation.
6. The birth of a healthy child where the spouse is also healthy allows the employee father or employee adoptive parent to use up to ten (10) days of sick leave. For a 2080-hour employee, this will be ten (10) eight (8) hour days for a total of eighty (80) hours. For a fire suppression employee (2912), this will be ten (10) twelve (12) hour days for a total of one hundred twenty (120) hours. The rest of the time used by the employee father or employee adoptive parent must be accrued vacation, compensatory time, or holiday pay. If a serious health condition of the spouse or the baby is involved, accrued sick leave may be used by the employee father or adoptive parents with proper documentation.
7. If both spouses are employed by the City of Joshua, the combined leave shall not exceed 480 hours (12 work weeks) or 1040 hours (26 work weeks), as applicable.
8. The least amount of time that can be used for calculation of leave is fifteen (15) minute increments.
9. When a holiday falls during a week in which an employee is taking the full week of FMLA, the entire week is counted as FMLA leave. However, when a holiday falls during a week when an employee is taking less than the full week of FMLA leave, the holiday is not counted as FMLA leave, unless the employee was scheduled and expected to work on the holiday and used FMLA leave for that day.
10. Light Duty. Time spent on light duty does not count against the employee's FMLA time.
11. An employee who is released for and offered light duty by the City, who elects not to accept such an assignment, will be ineligible for paid sick leave benefits, salary continuation under worker's compensation, any other leave benefit, or long-term disability but may still be entitled to unpaid leave under the City's Family Medical Leave Act Policy.
12. Caregiver Leave. Under the National Defense Authorization Act (NDAA), an eligible employee who is the spouse, son, daughter, parent or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty is entitled to up to twenty-six (26) workweeks of leave in a single twelve (12) month period to care for the service member.

Under the NDAA, eligible employees are entitled to up to twelve (12) workweeks of leave because of any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on active military duty or has been notified of an impending call to active duty status, in support of a contingency operation.

G. BENEFITS

1. **Insurance.** During any period of FMLA, the City will continue to pay its portion, if any, of any group health insurance coverage for the employee on the same terms as if the employee had continued to work. If an employee works more than fifteen (15) days in a month, longevity and certification pay will be paid for that month. Where applicable, the employee must pay their share of health insurance premiums while on FMLA leave by no later than the following Monday of the regularly scheduled pay date. The City may recover premiums it paid to maintain health coverage for an employee who fails to return to work from FMLA unless the employee is unable to return due to a serious health condition or something beyond the employee's control. Medical certification is required under such circumstances.

The employee's use of FMLA will not result in the loss of any employment benefit that accrued prior to the start of the employee's leave, nor will seniority be affected. However, benefit accruals, such as vacation, holiday, and sick leave, will be suspended during any unpaid leave.

2. **TMRS.** If an employee is on unpaid leave, they may not contribute to TMRS. However, if an employee is receiving worker's compensation, the employee may arrange to have those months of leave be covered and have contributions made to the system. Contributions to TMRS may be made on a voluntary basis through a special arrangement with the City while an employee is on a leave without pay status. The city will match the employee's contribution, at the current rate, only if the employee chooses to contribute while on worker's compensation. It is the employee's responsibility to initiate such an arrangement by timely contacting Human Resources and completing the necessary paperwork.
3. Upon return from FMLA, an employee will be restored to their original job or to an equivalent job with equivalent pay, benefits, and other terms and conditions. Ordinarily, an employee will be restored to the same position the employee held prior to FMLA with the same pay and benefits, assuming the position remains available. However, there is no guarantee an employee will return to the same position.

H. OTHER PROVISIONS

1. Under no circumstances may an employee on FMLA, sick leave, disability leave, or Workers' Compensation leave engage in outside employment unless expressly authorized in writing in advance by the Department Head and the City Manager. A copy of the written approval must be sent to the Human Resources Department.
2. The FMLA does not affect any federal or state law prohibiting discrimination. This policy is intended to explain benefits available to eligible employees under the FMLA. It

is not intended to create any rights to leave beyond those created by FMLA. If additional information is needed on FMLA, please contact the Human Resources Department. When an employee gives notice of the need for FMLA leave, the employee will be given additional information as to his or her rights and responsibilities under the FMLA and the city's policies to which they must adhere.

I. SEPARATION

A regular employee who continues to be unable to perform the essential functions of the job for which they were hired may be terminated after all Family and Medical Leave is exhausted and/or after six (6) months of incapacity, if it is shown that:

1. The employee is unable to return to their position and perform the essential functions of the job, with or without reasonable accommodation.
2. The employee is unable to transfer to another position within the City and perform the essential functions of the job with or without reasonable accommodation.

The six (6) month period shall be measured cumulatively and consecutively during a twelve (12) month period measured backward from the date of any FMLA Leave last taken.

J. FRAUDULENT CLAIMS

An employee who fraudulently claims family/medical leave is not protected by the FMLA's job restoration or maintenance of health benefits provisions and may be subject to disciplinary action, up to and including termination.

City of Joshua Personnel Policies and Procedures

Section 29: Leave Benefits

29.1 Holiday Leave

Origination December 18, 2018

Revised October 21, 2021

Paid holidays are extended to every regular, full-time employee. All other employees are extended the official holiday, without pay. All holidays will be reviewed on an annual basis by the City Manager and City Council. The following holidays will be observed:

- New Year's Day
- Martin Luther King Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve
- Christmas Day
- Personal Holiday* (1)

*In compliance with the Texas Government Code Section 142.0013, covered firefighters shall receive a holiday designated as September 11 in lieu of the personal holiday.

A. PROVISIONS

The following provisions shall apply to holiday use:

1. When a holiday falls on a Saturday, non-essential city offices are to be closed on the preceding Friday. When a holiday falls on a Sunday, non-essential city offices are to be closed on the following Monday.
2. To maintain continuous service to the citizens of Joshua, employees may be scheduled to work on a holiday.
3. If an official holiday falls within a regular employee's scheduled vacation, the employee will be granted the holiday and not charged for a day of vacation.
4. Personal holiday. All personal holidays will be forfeited on December 31st each year if not used during the prior calendar year.

B. NON-EXEMPT FULL-TIME EMPLOYEES

Non-exempt regular full-time employees who are required to work on an official city-paid holiday will be paid normal wages for the hours worked on the holiday and straight time for holiday hours worked.

C. FULL TIME SWORN POLICE PERSONNEL

All sworn full-time police personnel who are required to work on an official city-paid holiday

will be paid normal wages for the hours worked on the holiday and straight time for holiday hours worked.

D. FULL-TIME FIRE SUPPRESSION PERSONNEL

All sworn full-time fire personnel who are required to work on an official city-paid holiday will be paid normal wages for the hours worked on the holiday and straight time for holiday hours worked.

E. PART-TIME, TEMPORARY, AND SEASONAL EMPLOYEES

Part-time, temporary, and seasonal employees will be paid their regular rates if required to work on a holiday. No holiday pay is authorized for temporary, seasonal, or labor pool employees who do not work on the holiday.

F. EXEMPT EMPLOYEES

Exempt employees who observe (that is, do not work on) a holiday that falls on a regularly scheduled workday is paid straight time for those holiday hours.

G. RELIGIOUS HOLIDAYS

Employees desiring to observe religious, federal, or state holidays not coinciding with official holidays of the City may be granted time off without pay or may be authorized to use accrued vacation or compensatory time with the approval of their supervisor or Department Head.

H. LOSS OF HOLIDAY PAY

An employee will not receive pay for a holiday if the employee is:

1. Terminating employment with the City, and the last day as a paid employee is the workday before a paid holiday;
2. on leave of absence or absent, without pay, the workday before or following the paid holiday; or
3. absent without approved leave on a holiday when the employee is scheduled to work.

I. FAILURE TO SCHEDULE AND USE HOLIDAYS

Holidays do not accumulate or carry over from year to year. Failure to use holidays will result in loss of the holiday benefit.

J. PAYMENT UPON SEPARATION

Upon separation, an employee is not eligible for payment of any unused holiday time.

Employees whose last day of work/date of termination is the day before an observed holiday do not receive pay for the holiday. New employees who begin employment on the day after a

holiday do not receive pay for the holiday.

Unapproved absences on the day before or after an observed holiday should be handled through the City's disciplinary process if there is a pattern of such absences or there is a reason to believe that the unapproved absence was intentional.

DRAFT

City of Joshua Personnel Policies and Procedures

Section 13: Working Hours

13.1 HOURS WORKED

Origination December 20, 2018

Revised October 21, 2021

The City's normal workweek begins on Saturday and ends on the following Friday. The workweek or work cycle may, however, vary from department to department. Department heads may establish working schedules to meet their specific needs; provided the standard schedule is for no more than 80 hours per work period for sworn employees of the police department, 106 hours per work period for sworn employees of the fire department, or 40 hours per work period for all other employees. Employees are expected to be at their workstations and ready to work at their scheduled start time.

A. REGULAR WORK HOURS/WORKWEEKS/WORK CYCLES

- **Fire Department** – All non-exempt fire suppression personnel work a 24-hour shift every third day, based on a 14-day, 106-hour work cycle.
- **Police Department** -All Sworn Police Department personnel have a 14-day work cycle in conformance with established Department operating policies, the FLSA, and applicable Texas law.
- **Other Employees** -The regular workday normally begins at 8:00 a.m. and ends at 5:00 p.m., although employees in some departments may have different work hours. Full-time, non-exempt employees normally work 40 hours in a seven-day workweek. Exempt employees are often required to work in excess of 40 hours.

B. ADJUSTMENT TO WORK HOURS

In order to assure the continuity of City services, it may be necessary for Department Heads, with the City Manager's approval, to establish other operating hours for their Departments. Work hours and work shifts must be arranged to provide continuous service to the public in certain departments, including Police, Fire/EMS, and Public Works. Employees are expected to cooperate when asked to work overtime or a different schedule. Any change to established work schedules must be authorized in writing and in advance by the appropriate supervisor.

C. TIME MANAGEMENT (NON-EXEMPT EMPLOYEES):

Time missed by non-exempt employees for a valid and approved reason (such as a doctor or dentist appointment) may be made up during the same workweek/cycle, i.e., "Time Managed," if all of the following are met:

1. The appropriate supervisor has given prior authorization to make up the missed time;
2. The time missed is made up in the same workweek (or work cycle);
3. The employee's total hours for that week do not exceed forty (or as applicable for certain Fire and Police shift personnel with different work cycles); and
4. The time is accurately recorded on the employee's time records. Supervisors are encouraged to use Time Management to minimize overtime.



MEMORANDUM

TO: Mayor and City Council

FROM: Mike Peacock,

DATE: October 14, 2021

SUBJECT: **ROW Dedication- Stadium Drive Extension**

A request from the developer, Billy Tolson to dedicate the private drive that enters Joshua Station at Stadium Drive to the City as ROW to extend Stadium Drive into the development.

This drive was installed during the early stages of the development along with Joshua Station Blvd. and does meet the design standards of the City when built.

Recently, there was a portion of the roadway that was repaired following a failure brought on by the installation of a sewer line to service the Burger King. That area has been repaired and inspected by the Public Works Director, Kristin Hubacek. His comments are included in the packet.

As a condition of acceptance, typically the City requires a 2- year maintenance e bond, however this section of the roadway has been in place for 15 years. Additionally, the McDonalds developer has also requested that the city accept the dedication so that the drive approach to the new restaurant enters a City street.

Staff has no recommendation.



TO: Mike Peacock
City Manager

FROM: Kristin Hubacek
Public Works Director

DATE: July 26, 2021

SUBJECT: **Billy Tolson Private Drive Repair**

I was conducting a pre-paving inspection for the repair of this private drive.

The rebar and grade appeared to be within the typical pavement repair specifications of any paving project.

The subgrade was in need of repair. The sub-grade was soft and wet not capable of supporting any pavement structure.

I mentioned this to the contractor asking why they did not repair the subgrade and Lepton James with JASCO committed it was private property.

I then mentioned it was the developer's intent to hand this over as dedicated right of way once these street repairs are complete.

I feel this pothole will surface again if the subgrade is not repaired properly.



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEDICATION DEED

(Respecting Stadium Drive Extension)

(AND ACCEPTANCE THEREOF)

THE STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF JOHNSON

2

For and in consideration of the sum of ten dollars (\$10.00) in hand paid by, and other good and valuable consideration received from, the **CITY OF JOSHUA, TEXAS**, the receipt of which is hereby expressly acknowledged, and other good and valuable consideration, including the benefits that will accrue to my property, the undersigned **JOSHUA BOBOS, LTD., a Texas limited partnership (“GRANTOR”)**, whose mailing address is **P.O. Box 25103, Dallas, Texas 75225**, as the owner of that certain tract of land in The City of Joshua, Johnson County, Texas depicted by metes and bounds description in **Exhibit “A”**, attached hereto and incorporated herein for all purposes of this dedication, and as more particularly described by drawing as set forth in the **“Drawing of Exhibit A”**, attached hereto and incorporated herein for all purposes of this dedication (the **“Stadium Drive Extension”** or the **“Dedicated Parcel”**), do hereby **DEDICATE, GRANT, SELL, AND CONVEY** such Dedicated Parcel to the **CITY OF JOSHUA, JOHNSON COUNTY, TEXAS (“GRANTEE”)**, a Texas home rule municipality whose mailing address is: **101 S. Main Street, Joshua, Texas 76058**, and unto its successors, and assigns, forever, for the use and benefit of the public as a perpetual right-of-way and easement(s):

- a) for the passage and accommodation of vehicular and pedestrian traffic, and the construction, operation, use, maintenance, inspection, repair, alteration, and replacement of a paved road within the boundaries of the right-of-way and easement area, and/ or
- b) for all other purposes for which a public street and right-of-way is commonly used,
- c) including installing, repairing, maintaining, altering, replacing, relocating and operating electric, gas, water, storm water, sanitary sewer, and or other utilities in, into, upon, over, across, and under said right-of-way, and including for the diversion and direction of storm water, runoff and surface water drainage from adjacent properties to, over, under and across the Dedicated Parcel, to the underground drainage and storm water

system and related facilities situated at the far west end of the Dedicated Parcel, and or

- d) including but not limited to all such uses permitted by the Laws of the State of Texas and the Ordinances and Charter of the City of Joshua, Texas, or any other public purpose authorized by Local Government Code Section 2743.001.

TO HAVE AND TO HOLD said Dedicated Parcel, and appurtenant easements, unto the City of Joshua, its successors and assigns, and GRANTOR(S) hereby bind(s) itself (themselves), its (their) successors and assigns to warrant and forever defend, all and singular, said premises unto the City of Joshua, its successor: and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject to the Permitted Encumbrances.

Future Maintenance: Following acceptance hereof by Grantee as evidenced below, Grantee accepts maintenance responsibility for the Dedicated Parcel and shall perpetually maintain such, together with all utility lines, pipes, conduits and other equipment, improvements and appurtenances currently existing or hereafter situated under the Dedicated Parcel (the "Facilities"), at its sole cost and expense, in a state of good repair.

This Dedication Deed and the conveyance hereinabove set forth are executed by Grantor and accepted by Grantee subject to the terms, conditions and provisions hereof and further subject to all easements, conditions, restrictions, covenants, mineral or royalty interests, mineral reservations, surface waivers, utility conveyances, liens, encumbrances, regulations or orders of municipal and/or other governmental authorities, if any, or other matters of record in Johnson County, Texas, to the extent the same are validly existing and applicable to the Property (collectively, the "**Permitted Encumbrances**").

If current ad valorem taxes on the Dedicated Parcel have not been prorated at the time of closing, Grantor and Grantee shall be responsible for payment of its respective share thereof based on period of ownership.

GRANTOR covenants and agrees that GRANTOR and GRANTOR'S heirs, representatives, successors and assigns shall at no time erect, place or construct, or cause to be erected, placed or constructed in, into, upon, over, across or under the Dedicated Parcel, any temporary or permanent structures, and it is further agreed that the City of Joshua shall have the right to excavate and fill upon said Dedicated Parcel, any fences, buildings or other obstructions as may now be found upon the Dedicated Parcel.

It is further intended that the permanent right of way and easement herein granted to the City of Joshua shall run with the land and forever be a right in and to the land belonging to GRANTOR, and GRANTOR'S successors and assigns, and said grant is expressly excepted from any right of reversion of said premises under any prior deeds in GRANTOR'S chain of title. The permanent right-of-way and easement rights and privileges granted therein are exclusive, and GRANTOR covenants that it will not convey any other easement or conflicting rights within the area covered by the grant to any other person.

SPECIAL PROVISION ONE: There are no liens against the Dedicated Parcel.

SPECIAL PROVISION TWO:

Grantor excepts and reserves unto itself and its successors and assigns, on a non-exclusive basis, the right of access, ingress and egress across, along and upon the Dedicated Parcel and that portion of the Dedicated Parcel described in:

- (a) the Public and Emergency Access & Utility Easement, recorded at Volume 4486, Page 565, Property Records Johnson County, Texas,
- (b) the Utilities Easement and Right of Way, recorded at Document number 200900035445, Property Records Johnson County, Texas, and or
- (c) the Public And Emergency and Access Easement, recorded at Volume 10, Page 416, Property Records Johnson County, Texas.

Moreover, Grantor excepts and reserves unto itself and its successors and assigns, on a non-exclusive basis, the right of access, ingress and egress across, along and upon two (2) curb cuts and points of access approved by the City per the permits granted to McDonald's Corporation or its subsidiaries on _____, 2021 for the construction of said curb cuts, which curb cuts will be appurtenant to the Dedicated Parcel and will for the benefit of Lot 4, Block 1 of The Joshua Station Addition, an addition in the City of Joshua, Johnson County, Texas, and will provide access across the Dedicated Parcel to Broadway Blvd (aka State Highway 174) (the "Proposed Access"). This Dedication Deed and the acceptance hereof by Grantee shall not preclude, prejudice or otherwise materially adversely affect in any regard the Proposed Access.

SIGNATURE(S) ON THE FOLLOWING PAGE(S)

IN WITNESS WHEREOF, Grantor has executed this Dedication Deed on the ____ day of _____, 2021; and Grantee has accepted such as provided herein.

GRANTOR:

JOSHUA BOBOS, LTD.
a Texas limited partnership

By: KUDU CONSTRUCTION, INC.
A Texas corporation
Its Sole General Partner

By: _____
Deborah Hamilton Tolson, President

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____, 2021, by Deborah Hamilton Tolson, in her capacity as the president of Kudu Construction, Inc., a Texas corporation, in its capacity as the sole general partner of **JOSHUA BOBOS, LTD.**, a Texas limited partnership, for and on behalf of said corporation and limited partnership.

Notary Public – State of Texas

My commission expires: _____

SIGNATURE OF GRANTEE ON THE NEXT PAGE

CERTIFICATE OF ACCEPTANCE BY GRANTEE:

This is to certify that the interest and real property conveyed by this Dedication Deed, as above signed and dated, from **JOSHUA BOBOS, LTD., a Texas limited partnership** ("**GRANTOR**"), to the CITY OF JOSHUA, has been duly **ACCEPTED** subject to all terms and conditions contained therein, and the City Council has consented to recordation of such Dedication Deed by its duly authorized officer.

Signed the _____ day of _____, 2021.

GRANTEE:

CITY OF JOSHUA, TEXAS

By: _____
Printed Name: _____
Title: Mayor of the City of Joshua, Texas

Seal, if any

THE STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

This instrument was acknowledged before me on the ____ day of _____, 2021, by _____, in his or her capacity as the Mayor of **THE CITY OF JOSHUA, TEXAS**, for and, on behalf of said City.

Notary Public, State of Texas
My Commission expires the ____ day of _____, 20____

AFTER RECORDING, PLEASE RETURN ORIGINAL TO:

CITY OF JOSHUA
C/o City Secretary

Exhibit "A"
(the "**Stadium Drive Extension**" or the "**Dedicated Parcel**")
metes and bounds description

(as per the attached)

Memorandum, for reference purposes only:

City of Joshua Case Number, if any: _____

Surveyor:

JPH Land Surveying, Inc. 785 Lonesome Dove Trail Hurst, Texas 76054

Tele 7) 431-4971

jewel@jphls.com

Owner:

Joshua Bobos, Ltd. a Texas limited partnership

P.O. Box 25103

Dallas, Texas 75225

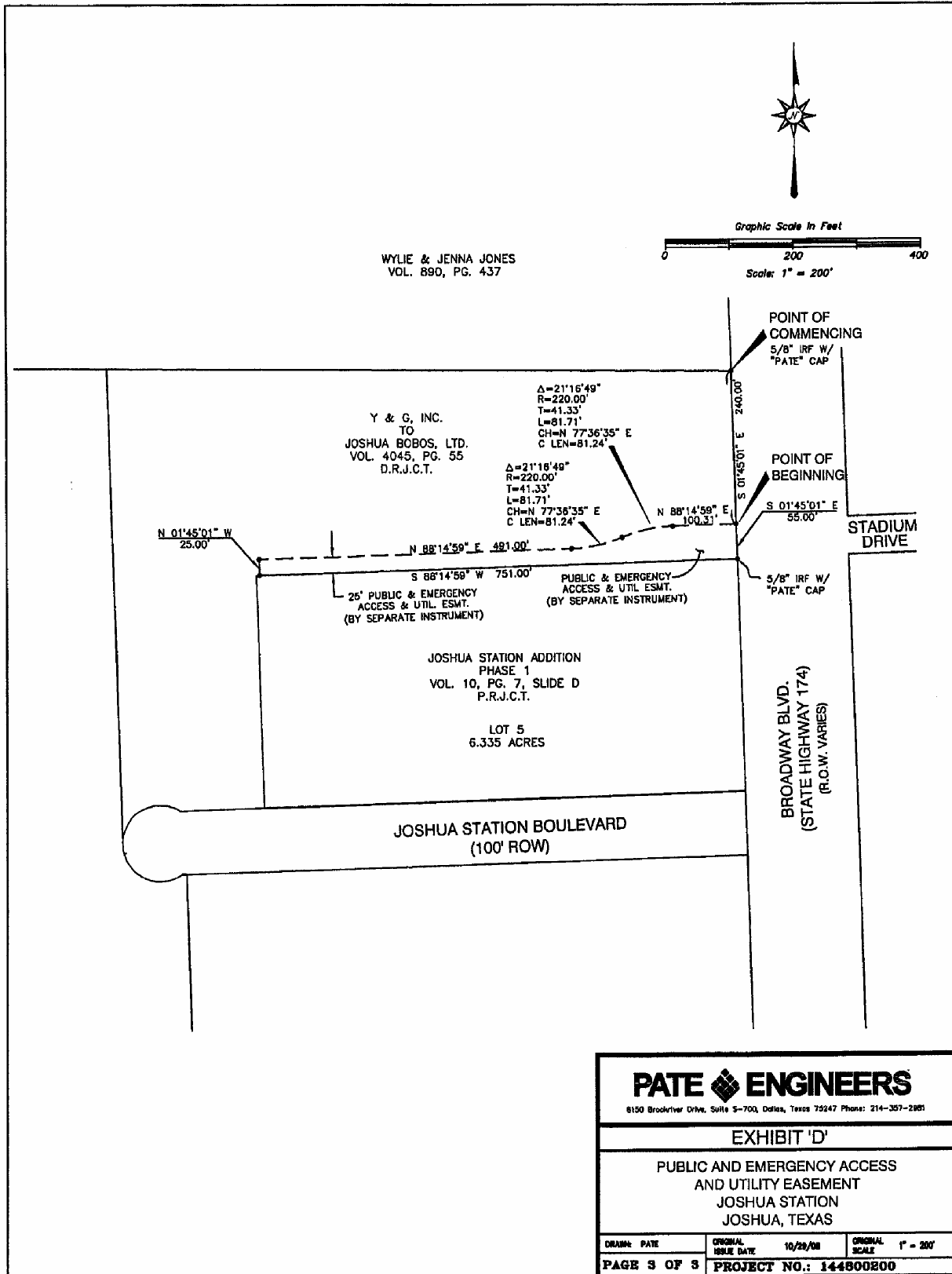
Telephone: (512) 731-1865

4486PG06071

Exhibit "D" Brookshire Access Easement, depiction and legal description

(as per the attached)

4486PG06081



PATE ENGINEERS

8150 Brookriver Drive, Suite 5-700, Dallas, Texas 75247 Phone: 214-357-2981

EXHIBIT 'D'

PUBLIC AND EMERGENCY ACCESS
AND UTILITY EASEMENT
JOSHUA STATION
JOSHUA, TEXAS

DRAWN: PATE	ORIGINAL ISSUE DATE: 10/28/08	ORIGINAL SCALE: 1" = 200'
PAGE 3 OF 3		PROJECT NO.: 144800200

EXHIBIT A TO
DEDICATION DEED

PUBLIC AND EMERGENCY ACCESS AND UTILITY EASEMENT
METES AND BOUNDS DESCRIPTION
0.5551 ACRES OUT OF
GEORGE CASSELAND SURVEY, A-173
CITY OF JOSHUA, JOHNSON COUNTY, TEXAS

Being a tract of land situated in the George Casseland Survey Abstract No. 173, Johnson County, Texas and being a portion of that certain tract of land as described in deed from Y&G, Inc. to Joshua Bobos, Ltd. as recorded in Volume 4045. Page 55 in the Deed Records of Johnson County, Texas.

COMMENCING at a 5/8" iron rod with cap stamped 'PATE' found for the northeasterly corner of said Joshua Bobos tract and being the southeasterly corner of a tract of land as described in deed to Wylie and Jenna Jones as recorded in Volume 890, Page 437 of the Deed Records of Johnson County Texas, also being on the westerly right of way line of State Highway 174 (right-of-way varies);

THENCE South 01 degrees 45 minutes 01 seconds East, along the westerly line of said State Highway 174, a distance of 240.00 feet to a point for corner and the **POINT OF BEGINNING**;

THENCE South 01 degrees 45 minutes 01 seconds East, along the said westerly line of State Highway 174, a distance of 55.00 feet to a 5/8" iron rod with cap stamped 'PATE' found for the northeasterly corner of Lot 5 of Joshua Station Addition – Phase 1, an addition to the City of Joshua, as recorded in Volume 10, Page 7, Slide D of the Plat Records of Johnson County, Texas;

THENCE South 88 degrees 14 minutes 59 minutes West, departing said westerly line of said State Highway 174, along the northerly line of said Lot 5, a distance of 751.00 feet to a point for corner;

THENCE North 01 degrees 45 minutes 01 minutes West, distance of 25.00 feet to a point for corner;

THENCE North 88 degrees 14 minutes 59 minutes East, distance of 491.00 feet to a point for corner and being a point of curvature of a curve to the left, having a central angle of 21 degrees 16 minutes 49 seconds, a radius of 220.00 feet and being subtended by a 81.24 foot chord which bears North 77 degrees 36 minutes 35 seconds East;

THENCE along said curve to the left in a northeasterly direction a distance of 81.71 feet to a point for corner and being a point of reverse curvature of a curve to the right, having a central angle of 21 degrees 16 minutes 49 seconds, a radius of 220.00 feet and being subtended by a 81.24 foot chord which bears North 77 degrees 36 minutes 35 seconds East;

4486PG06101

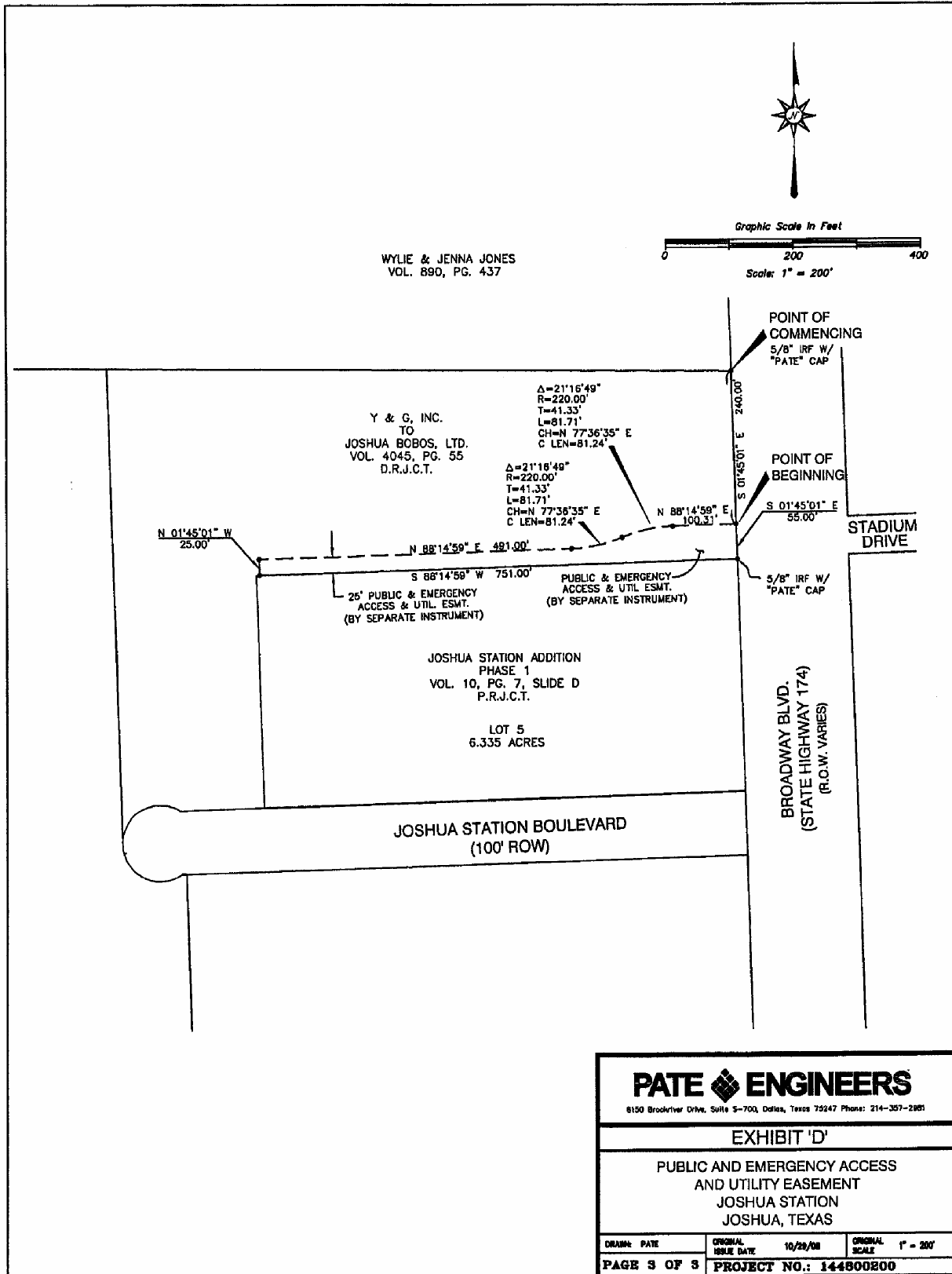
THENCE along said curve to the right in a northeasterly direction, a distance of 81.71 feet to a point for corner;

THENCE North 88 degrees 14 minutes 59 seconds, a distance of 100.31 feet to a point for corner also being the **POINT OF BEGINNING** and containing 0.5551 acre (24,180 square feet) of land, more or less.

Drawing of Exhibit A
(the “**Stadium Drive Extension**” or the “**Dedicated Parcel**”)
drawing

(as per the attached)

4486PG06081



042-3314, Joshua, TX Dedication by Deed v5 (2371945.2) ACCEPTED.docx

DRAINAGE EASEMENT

Effective Date: The ____ day of _____, 2021

Grantor: **JOSHUA BOBOS, LTD.**, a Texas limited partnership, as owner of the Burdened Property (aka Grantor Property).

Grantor's Mailing Address:

Joshua Bobos, Ltd, a Texas limited partnership
P. O. Box 25103
Dallas, Texas
75225 Attn: Mr.
Billy Tolson
With copy by email to: billytolson@gmail.com
(Dallas County, Texas)

Grantee: **JOSHUA BOBOS, LTD.**, a Texas limited partnership, as owner of the Benefitted Property, and Grantee's successor's and assigns of all or any part of the Benefitted Property.

Grantee's Mailing Address:

Joshua Bobos, Ltd, a Texas limited partnership
P. O. Box 25103
Dallas, Texas
75225 Attn: Mr.
Billy Tolson
With copy by email to: billytolson@gmail.com
(Dallas County, Texas)

Benefitted Property (the "dominant estate"): As depicted on "[Exhibit A1](#)" and described by metes and bounds on [Exhibit "A2"](#) attached hereto.

Easement Property (the "servient estate"): As depicted on "[Exhibit B1](#)" and described by metes and bounds on [Exhibit "B2"](#) attached hereto.

Grantor's Property: As depicted on "[Exhibit C1](#)" and described by metes and bounds on "[Exhibit C2](#)" attached hereto.

Easement Purpose: For the diversion and direction of storm water, runoff and surface water drainage from the Benefitted Property to, over, under and across the Easement Property, to the underground drainage and storm water system and related facilities situated at the far west end of the Grantor's Property (the "Facilities"), to the extent reasonably necessary and convenient for the use and development of Benefitted Property, and for no other purpose.

Consideration: The sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

Grant of Easement: Grantor, for the Consideration grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns an easement over, on, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns forever, subject to the terms hereof. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, to the extent that such claim arises by, through, or under Grantor but not otherwise.

Terms and Conditions: The following terms and conditions apply to the Easement granted by this instrument:

1. *Character of Easement; Appurtenant.* The Easement is nonexclusive and irrevocable. The Easement is appurtenant to and runs with all or any portion of the Benefitted Property, whether or not the Easement is referenced or described in any conveyance of all or any portion of the Benefitted Property. The Easement is for the benefit of Grantee as owner of the Benefitted Property, and Grantee's successors, tenants, and assigns who at any time own or lease all or any part of the Benefitted Property.
2. *Duration of Easement.* The duration of the Easement is perpetual.
3. *Reservation of Rights.* This instrument conveys to Grantee easement interests in the surface estate only of the Easement Property. Grantee's right to use the Easement Property is nonexclusive, and Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement Property in conjunction with Grantee as long as such use by Grantor and Grantor's heirs, successors, and assigns does not interfere with the use of the Easement Property by Grantee for the Easement Purpose, and the right to convey to others the right to use all or part of the Easement Property in conjunction with Grantee, as long as such further conveyance is subject to the terms of this instrument.

Express Reservation of Grantor's Continued Use of Surface. Grantor, as owner of Grantor's Property, reserves the right to continue to use and enjoy the surface of the Easement Property for all purposes that do not interfere with or interrupt the use or enjoyment of the easement by Grantee for the Easement Purposes stated herein.

Express Reservation of Right to Storm Water Drainage Use. Grantor reserves the use of the Easement Property for any purpose not prohibited by the terms of this instrument and not inconsistent with the Easement Purposes herein granted, including specifically, but not limited to, the right to place, divert and direct storm water, runoff and surface water drainage from the

Benefitted Property or Grantor's Property to the Easement Property, and to use the Easement Property for the conveyance of storm water and surface water drainage, to the extent reasonably necessary and convenient for the use and development of Grantor's Property.

Exceptions-General. This conveyance is made by Grantor and accepted by Grantee subject to any and all existing easements, covenants, rights-of-way, conditions, restrictions, outstanding mineral interests and royalty interests, if any, relating to the Easement Property, including but not limited to that certain:

Brookshire Access Easement, as provided in that certain Easements With Covenants and Restrictions Affecting Land made November 7, 2008 recorded in Volume 044651, Page 565 of the Real Property Records (as from time to time amended, the "ECR"), including but not limited to Section1(d) thereof,

to the extent, and only to the extent, that the same may still be in force and effect, and either shown of record in the office of the County Clerk of the County in which any part of the Property is located, or that may be apparent on the Property.

4. [Reserved].

5. *Binding Effect.* This Agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

6. *Choice of Law.* This agreement will be construed under the laws of the state of Texas.

7. *Indemnity.* Each party agrees to indemnify, defend, and hold harmless the other party from any loss, reasonable attorney's fees, expenses, or claims attributable to breach or default of any provision of this Agreement by the indemnifying party.

8. *Integration; Amendment.* This Agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this Agreement.

9. *Counterparts.* This instrument may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

10. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this instrument and all transactions contemplated by this instrument.

11. *Legal Construction.* If any provision in this instrument is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the

unenforceability will not affect any other provisions hereof, and this instrument will be construed as if the unenforceable provision had never been a part of this instrument. Whenever context requires, the singular will include the plural and neuter will include the masculine or feminine gender, and vice versa. Article and section headings in this instrument are for reference only and are not intended to restrict or define the text of any section. This instrument will not be construed more or less favorably between the parties by reason of authorship or origin of language.

12. *Notices.* Any notice required or permitted under this instrument must be in writing. Any notice required by this instrument will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this instrument or at the address currently shown in the central appraisal district records respecting the property. Notice may also be given by regular mail, personal delivery, courier delivery or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

13. *Enforcement; Equitable Remedies.* If there is any breach or threatened breach of this Easement by any party or their successors or assigns, and the default or threat continues after the claiming party gives the defaulting party notice of the claim of default and a reasonable opportunity to cure the default (if the default is capable of being cured), then the claiming party may enforce the terms of this Easement by restraining order and by temporary and permanent injunction, prohibiting such breach and commanding the offending party to comply with all of the terms of the Easement. Restraining orders and injunctions will be obtainable upon proof of the existence of any breach or threatened breach, and without the necessity of proof of inadequacy of legal remedies or irreparable harm, and shall be obtainable only by the parties hereto or those benefitted hereby; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

14. [Reserved].

15. *Attorney's Fees.* Any party who is the prevailing party in any legal proceeding against any other party brought under or in connection with this Agreement or the subject matter hereof, is additionally entitled to recover reasonable attorney's fees, expert fees, and all other litigation expenses.

16. *Enforcement; No Waiver.* No waiver or consent, express or implied, by any party to this Easement agreement of any breach by any party in the performance by such party of its obligations hereunder shall be deemed or construed to be a consent to or waiver of any other breach in the performance by such party of the same or any other obligations of such party hereunder. Failure on the part of a party to complain of any act of any party or to declare any party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder until the applicable statute of limitation period has run.

17. *Limited to Express Rights.* No rights or privileges are granted hereby except as expressly set forth herein.

18. [Reserved].

SIGNATURE(S) ON FOLLOWING PAGE(S)

GRANTOR:

JOSHUA BOBOS, LTD.,

A Texas limited partnership

By: Kudu Construction, Inc.

A Texas corporation,

Its sole general partner

By: _____
Deborah H. Tolson, President

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the ____ day of July, 2021, by Deborah H. Tolson, the president of Kudu Construction, Inc., a Texas corporation, in its capacity as the sole general partner of **JOSHUA BOBOS, LTD.**, a Texas limited partnership, for and on behalf of said limited partnership.

Notary Public in and for
the State of Texas

Printed Name of Notary Public

My Commission Expires: _____

GRANTEE:

JOSHUA BOBOS, LTD.,

A Texas limited partnership

By: Kudu Construction, Inc.

A Texas corporation,

Its sole general partner

By: _____
Deborah H. Tolson, President

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Notary Public in and for
the State of Texas

Printed Name of Notary Public

My Commission Expires: _____

Exhibit "A"

(Survey and Legal Description of Benefitted Property (the "dominant estate"))

As set forth as Lot 4 of the ECR; a copy of which is attached hereto as Exhibit A-1, and generally depicted on Exhibit A-2 hereto.

Exhibit “B”

(Survey and Legal Description of Easement Property (the “servient estate”))

As set forth in the depiction and legal description of Exhibit “D” of the ECR; copies of which are attached hereto as Exhibit B-1, and Exhibit B-2 hereto.

Exhibit "C"
(Survey and Legal Description of Grantor's Property)

Lots 2 and 3, as per the preliminary plat set forth as Exhibit "A" of the ECR; a copy of which is attached hereto as Exhibit C-1; and copies of such legal descriptions being further attached hereto as Exhibit C-2, and Exhibit C-3 hereto.

M:\Tolson JOSHUA\Joshua II Acq 20070309\20200204 McDonald LOI\20210630
drainage\Drainage Easement fbo McDonalds parcel v2.doc

1. Development Agreement
2. Exhibit A- Legal Description
3. Exhibit B- Building Materials/Architectural Requirements
4. Exhibit C- Escrow Agreement

DEVELOPMENT AGREEMENT

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

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

WHEREAS, Owner is developing the Mockingbird Hills Addition in the City in two (2) phases of development, and the Property (the "Property") being developed is more particularly described in Exhibit A, attached hereto and incorporated by reference; and

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

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

WHEREAS, it is the desire of the Parties to clarify additional obligations and understandings relative to the development of Mockingbird Hills.

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

1. **Building Materials for Construction of Single-Family Residential Structures on the Property.** Owner agrees that all single-family residential structures on the Property shall be constructed in accordance with those requirements contained in Exhibit B, "Building Materials/Architectural Requirements," attached hereto and incorporated by reference.

2. **Construction of Public Improvements.** Prior to the issuance of a building permit for any single-family residential structure in either phase of the development, Owner shall construct all necessary public improvements therein, including streets, sidewalks and drainage improvements. All public improvements in both phases of development shall be constructed in accordance with City ordinances and construction standards, and shall be acceptable and approved by the City Engineer. Any exception to these requirements shall be subject to applicable City ordinances with approval by the City Council of such exception. The Parties agree and acknowledge that Owner has entered into an Escrow Agreement with the City for the construction/reconstruction of Caddo Road and any

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WHEREAS, Owner is developing the Mockingbird Hills Addition in the City in two (2) phases of development, and the Property (the "Property") being developed is more particularly described in Exhibit A, attached hereto and incorporated by reference; and

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

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construction/reconstruction of Caddo Road shall be in accordance with said Escrow Agreement.

3. **Two-Year Maintenance Bond.** Upon the City's acceptance of the Public Improvements in either phase of development, Owner's Contractor shall provide the City with a two-year maintenance bond, in a form acceptable to the City Attorney, that complies with the requirements of Section 10.6.8 of the City's Subdivision Ordinance, as amended.

4. **"Bills-Paid" Affidavit.** At the time of the City's acceptance of the Public Improvements in either phase of development, Owner also shall provide the City with a sworn affidavit, in a form acceptable to the City Attorney, that all bills owed by the Owner and its Contractor to others (including subcontractors, laborers or materialmen) for materials supplied or labor performed in connection with the Public Improvements have been fully paid and satisfied. Owner and its Contractor shall warrant that should any claim or lien be filed for material supplied or labor performed by virtue of Owner's and its Contractor's participation in the construction of said Public Improvements, **Owner and its Contractor will fully indemnify, defend and hold harmless the City from and against any and all losses, liability, costs and expenses the City may incur by reason of such liens.** The intent of the "Bills-Paid" Affidavit is to comply with Texas Property Code § 53.085, as amended. It is further specifically understood and agreed that any false or misleading statement contained in such Affidavit may subject the affiant(s) to criminal prosecution and personal liability for any loss or damage incurred in reliance upon the Affidavit.

5. **Dedication of Caddo Road Right-of-Way.** Owner and the City acknowledge and agree that Caddo Road adjacent to the Property is a substandard street, according to existing applicable City standards, and Owner acknowledges and agrees that it will dedicate appropriate right-of-way to the City for eventual improvement of Caddo Road.

6. **Payment of Parkland Dedication Fee.** The Parties agree and acknowledge that the parkland dedication fee for Phase 1 of the development of Mockingbird Hills is \$16,344.00, and said amount shall be paid by Owner to the City upon execution of this Agreement.

7. **Payment of Inspection Fees.** The Parties agree and acknowledge that inspection fees for Phase 1 of the development of Mockingbird Hills is \$33,483.00, and said amount shall be paid by Owner to the City upon execution of this Agreement.

8. **Applicability of Tree Preservation Requirements of Section 8.15 of the City's Zoning Ordinance.** Pursuant to Section 8.15.13 of the City's Zoning Ordinance, as amended, Owner agrees and acknowledges that all construction activities on the Property shall meet the tree preservation requirements of Section 8.15 of the Zoning Ordinance, as amended, and no building permit in either phase of development shall be issued unless Owner signs a permit application which states that all construction activities in that phase of development meet the requirements of said Section.

9. Applicability of City Ordinances. Owner shall be in full compliance with all City ordinances applicable to the development of Mockingbird Hills and shall construct all structures on the Property in accordance with all applicable City ordinances and building/construction codes, whether now existing or arising prior to such construction in the future.

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

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

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

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

If to Owner: SRE Joshua Dev, LLC
 P.O. Box 939
 Burleson, Texas 76097
 Attention: Mike Sangalli/Mark Shelton

13. Prevailing Party. In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

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

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

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

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

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

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

20. Notification of Sale or Transfer; Assignment of Agreement. With respect to any sale or transfer of the Property occurring prior to City acceptance of the public improvements constructed pursuant to this Agreement, Owner shall notify the City in writing of any sale or transfer of all or any portion of the Property, within ten (10) business days of such sale or transfer. Owner has the right (from time to time without the consent of the City, but upon written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Owner under this Agreement, to any person or entity (an "Assignee") that is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control with Owner. Owner may assign this Agreement to a non-affiliate third party with approval from the City which will not be unreasonably withheld. No assignment will be conditioned on the payment of further money or other consideration to the City. Each assignment shall be in writing executed by Owner and the Assignee and shall obligate the Assignee to be bound by this Agreement with respect to the portion of the Property transferred to Assignee. If the Property is transferred or owned by multiple parties, this Agreement shall

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

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

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

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

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

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

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

26. Rough Proportionality. Owner hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution with respect to infrastructure requirements imposed by this Agreement. Owner and the City further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the terms of this Agreement, with respect to infrastructure requirements imposed by this Agreement.

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

28. Time. Time is of the essence in the performance by the Parties of their respective obligations under this Agreement.

29. Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third-party beneficiaries by entering into this Agreement.

30. Amendment. This Agreement shall not be modified or amended except in writing signed by the Parties. A copy of each amendment to this Agreement, when fully executed and recorded, shall be provided to each Party, Assignee and successor owner of all or any part of the Property; however, the failure to provide such copies shall not affect the validity of any amendment.

31. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the date referenced herein.

CITY:

THE CITY OF JOSHUA, TEXAS

By: _____

Name: Mike Peacock

Title: City Manager, City of Joshua

STATE OF TEXAS)

)

COUNTY OF JOHNSON)

This instrument was acknowledged before me on the ____ day of _____, 2021, by Mike Peacock, City Manager of the City of Joshua, Texas, on behalf of the City of Joshua, Texas.

Notary Public, State of Texas

My Commission Expires: _____

OWNER:

SRE JOSHUA DEV, LLC


Mike Sangalli, its MANAGER

STATE OF TEXAS)

COUNTY OF JOHNSON)

This instrument was acknowledged before me on the 13th day of September 2021, by Mike Sangalli on behalf of SRE Joshua Dev, LLC, and known to be the person whose name is subscribed to the foregoing instrument, and that he executed the same on behalf of and as the act of such Owner.

Notary Public, State of Texas
My Commission Expires: April 9, 2025

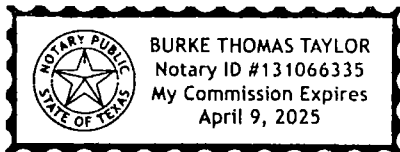




EXHIBIT A

Legal Description

BEING A 15.323 ACRE TRACT OUT OF THE W.W. BYERS SURVEY, ABSTRACT NUMBER 29, SITUATED IN THE CITY OF JOSHUA, JOHNSON COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED IN A DEED TO SRE JOSHUA DEVELOPMENT, RECORDED IN INSTRUMENT NUMBER 2019-6606, DEED RECORDS, JOHNSON COUNTY, TEXAS. THE BEARINGS FOR THIS SURVEY ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM 1983, DERIVED FROM STATIC OBSERVATIONS USING NOAA/NGS OPUS CALCULATIONS. SAID 15.323 ACRE TRACT BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "RPLS 4818" FOUND AT THE SOUTHWEST CORNER OF HERITAGE II, AN ADDITION TO THE CITY OF JOSHUA, JOHNSON COUNTY, TEXAS, AS RECORDED IN INSTRUMENT NUMBER 2020-72, DEED RECORDS, JOHNSON COUNTY, TEXAS;

THENCE OVER AND ACROSS SAID SRE JOSHUA DEVELOPMENT TRACT THE FOLLOWING COURSES AND DISTANCES:

SOUTH 89°57'13" WEST, A DISTANCE OF 241.22 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "RPLS 4818" SET;

NORTH 00°02'47" WEST, A DISTANCE OF 76.27 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "RPLS 4818" SET FOR THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 60.50 FEET A CENTRAL ANGLE OF 08°50'20", AND A CHORD OF 9.32 FEET BEARING SOUTH 85°57'01" WEST;

WESTERLY ALONG SAID CURVE, A DISTANCE OF 9.33 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "RPLS 4818" SET;

SOUTH 44°38'53" WEST, A DISTANCE OF 25.00 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "RPLS 4818" SET;

SOUTH 89°41'03" WEST, A DISTANCE OF 130.82 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "RPLS 4818" SET IN THE EAST LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN A DEED TO STEPHEN M. WEATHERED, RECORDED IN VOLUME 1382, PAGE 710, DEED RECORDS, JOHNSON COUNTY, TEXAS, AND IN THE WEST LINE OF SAID SRE JOSHUA DEVELOPMENT TRACT;

THENCE NORTH 00°22'11" EAST, ALONG SAID EAST AND WEST LINES, A DISTANCE OF 958.14 FEET, TO A 1/2" IRON ROD FOUND IN THE APPARENT CENTERLINE OF JOHNSON COUNTY ROAD NUMBER 910, ALSO KNOWN AS CADDO ROAD, A VARIABLE WIDTH RIGHT OF WAY;

THENCE SOUTH 89°07'39" EAST, DEPARTING SAID EAST AND WEST LINES AND ALONG SAID APPARENT CENTERLINE, A DISTANCE OF 682.76 FEET TO A 1/2" IRON ROD FOUND;

THENCE SOUTH 00°29'29" WEST, DEPARTING SAID APPARENT CENTERLINE AND CONTINUING ALONG THE WEST LINE OF SAID HERITAGE II, A DISTANCE OF 1023.67 FEET TO THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 15.323 ACRES, MORE OR LESS.

EXHIBIT B

Building Materials/Architectural Requirements

A. Zone A-60 Regulations:

Masonry Exterior Requirements. All residential structures shall be constructed with a minimum of 85% masonry with 100% masonry on the front façade, except for windows, doors, roof dormers, and walls over roofing with a minimum of two (2) exterior materials along the front façade facing the street. At a minimum, these materials must include brick and/or stone and shall be provided in portions that create a perceptible variation in materials; soldier brick and other similar variations in material are highly encouraged. All residential structures shall have, at a minimum, two (2) different height plates limits and two (2) offsets in the front elevation.

Roofs. Residential roofs shall have a minimum 8/12 roof pitch on the main body of the structure; a porch or accent roof may have a minimum 4/12 roof pitch, but this may not exceed fifteen percent (15%) of the entire roof.

Repeat of Elevations. No elevation may be repeated for a distance of four (4) lots, either on the same side or opposite side of the street.

B. Zone A-65 Regulations:

Masonry Exterior Requirements. All residential structures shall be constructed with a minimum of 85% masonry with 100% masonry on the front façade, except for windows, doors, roof dormers, and walls over roofing with a minimum of two (2) exterior materials along the front façade facing the street. At a minimum, these materials must include brick and/or stone and shall be provided in portions that create a perceptible variation in materials; soldier brick and other similar variations in material are highly encouraged. All residential structures shall have, at a minimum, two (2) different height plates limits and two (2) offsets in the front elevation. "J" swing garages will be limited to a maximum of 30% of all lots or 48 lots per the Development Plan.

Roofs. Residential roofs shall have a minimum 8/12 roof pitch on the main body of the structure; a porch or accent roof may have a minimum 4/12, roof pitch, but this may not exceed fifteen percent (15%) of the entire roof.

Repeat of Elevations. No elevation may be repeated for a distance of four (4) lots, either on the same side or opposite side of the street.

C. Zone A-120 Regulations:

Masonry Exterior Requirements. All residential structures shall be constructed with a minimum of 85% masonry with 100% masonry on the front façade, except for windows,

doors, roof dormers, and walls over roofing with a minimum of two (2) exterior materials along the front façade facing the street. At a minimum, these materials must include brick and/or stone and shall be provided in portions that create a perceptible variation in materials; soldier brick and other similar variations in material are highly encouraged. All residential structures shall have, at a minimum, two (2) different height plates limits and two (2) offsets in the front elevation.

Roofs. Residential roofs shall have a minimum 8/12" roof pitch on the main body of the structure; a porch or accent roof may have a minimum 4/12 roof pitch, but this may not exceed fifteen percent (15%) of the entire roof.

Repeat of Elevations. No elevation may be repeated for a distance of four (4) lots, either on the same side or opposite side of the street.

D. Zone A-1 Acre Regulations:

Masonry Exterior Requirements. All residential structures shall be constructed with a minimum of 85% masonry with 100% masonry on the front façade, except for windows, doors, roof dormers, and walls over roofing with a minimum of two (2) exterior materials along the front façade facing the street. At a minimum, these materials must include brick and/or stone and shall be provided in portions that create a perceptible variation in materials; soldier brick and other similar variations in material are highly encouraged. All residential structures shall have, at a minimum, two (2) different height plates limits and two (2) offsets in the front elevation. All residences shall have a cast stone, or cast stone-like product, monument address block mounted on the residence wall or mailbox facing the street and all mailboxes shall be of brick or stone. "J" swing garages will be limited to a maximum of 30% of all lots or 48 lots per the Development Plan.

Roofs. Residential roofs shall have a minimum 8/12, roof pitch on the main body of the structure; a porch or accent roof may have a minimum 4/12 root pitch, but this may not exceed fifteen percent (15%) of the entire roof.

Repeat of Elevations. No elevation may be repeated for a distance of four (4) lots, either on the same side or opposite side of the street.

E. Out-buildings:

All out-buildings, *i.e.*, buildings not attached to the main body of the structure, shall be masonry on all four (4) sides with material similar to the main residential structure. Roofs will have a similar pitch to the main residential structure.

EXHIBIT C

Escrow Agreement

ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("Agreement") is made and entered into this 2ND day of SEPTEMBER, 2021, by and between the City of Joshua, Texas (the "City"), and SRE Joshua Development, LLC ("Developer"), collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, Developer is developing the Mockingbird Hills Addition in the City, and the Property (the "Property") being developed is more particularly described in Exhibit A, attached hereto and incorporated by reference; and

WHEREAS, City development standards mandate that a portion of Caddo Road shall be built according to those standards currently provided for in City ordinances; and

WHEREAS, the City's Engineers have determined, after conducting a rough proportionality study mandated by Chapter 212 of the Texas Local Government Code, that the proportionate share of the costs of the roadway attributable to Developer is \$82,002.00; and

WHEREAS, the City is in the process of preparing bids for the construction/reconstruction of Caddo Road; and

WHEREAS, the City requires escrow funds from Developer for the construction or reconstruction of future improvements to serve Developer's Property; and

WHEREAS, Developer has agreed to the escrow of funds for the construction or reconstruction referenced in this Agreement, subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Developer agree as follows:

1. **Payment of Escrow Funds to the City.** The Parties agree and acknowledge that Developer shall escrow with the City \$82,002.00 for Caddo Road construction/reconstruction ("Escrow Funds"), as referenced herein. Developer shall escrow the foregoing amounts of the costs with the City within thirty (30) days of the execution of this Agreement.

2. **Use of Escrow Funds.** Any Escrow Funds provided by Developer to the City shall be available to the City to pay for the construction/reconstruction and related costs incurred by the City for the construction/reconstruction of Caddo Road, as referenced herein. The City shall be entitled to any and all interest that may accrue on the Escrow Funds, and Developer hereby waives and relinquishes any and all rights or claims to the interest earned, if any, on the Escrow Funds.

3. **Remaining Escrow Funds.** If any amount of the Escrow Funds remains in the Escrow Account after the City has accepted the construction/reconstruction of Caddo Road and has paid all of the costs associated with such construction, as solely determined by the City ("Remaining Escrow Funds"), Developer shall be entitled to reimbursement of any Remaining Escrow Funds. Further, Developer shall be entitled to any and all interest that may accrue on the Remaining Escrow Funds.

4. **Construction Cost Overruns.** The Parties agree and acknowledge that the Caddo Road construction/reconstruction project referenced herein may incur construction cost overruns, thereby increasing Developer's proportionate share of the construction/reconstruction costs. For purpose of this Agreement, the term "construction cost overruns" shall mean those costs which may be incurred by the City in the design and construction of Caddo Road. In the event those amounts are over and above the amount of the Escrow Funds, the City shall give Developer prompt written notice of such construction cost overruns and seek the approval of Developer in writing for the payment of such construction cost overruns. In the event of any disagreement between the City and Developer about such construction cost overruns, the City and Developer shall jointly review such cost overruns and endeavor to mutually resolve such disagreement promptly.

5. **Amendment of this Agreement.** It is specifically agreed by the Parties that any amendments to this Agreement shall be in writing.

6. **Captions and Headings.** The captions and headings of the Sections of this Agreement are for convenience and reference only and shall not affect, modify or amplify the provisions of this Agreement nor shall they be employed to interpret or aid in the construction of this Agreement.

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

8. **Notices.** Any notices required or permitted to be given hereunder shall be given by certified or registered mail, return receipt requested, to the addresses set forth below or to such other address as either party hereto shall notify the other:

If to the City:	City of Joshua, Texas 101 S. Main Street Joshua, Texas 76058 Att'n: City Manager's Office
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If to Developer:

Mike Sengalli/Mark Shelton
SRE Joshua Development, LLC
P.O. Box 939
Burleson, Texas 76097

9. **Prevailing Party in Event of Legal Action.** In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

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

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

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

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

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

15. **Binding Obligation.** The Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The City warrants and represents that the individual executing this Agreement on behalf of the City has full authority to execute this Agreement and bind the City to the same. Developer warrants and represents that the individual executing this Agreement on behalf of Developer has full authority to execute this Agreement and bind Developer to the same.

16. **Rough Proportionality.** Developer hereby agrees that any land or property donated and/or dedicated pursuant to this Agreement, whether in fee simple or otherwise, to the Town relative to any development on the Property is roughly proportional to the need for such land and Developer hereby waives any claim therefor that it may have. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred

relative to said donation are related both in nature and extent to the impact of the development referenced herein. Both Developer and the City further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the provision of roadway services to the Property.

17. **Exactions/Infrastructure Costs.** Developer has been represented by legal counsel in the negotiation of this Agreement and been advised or has had the opportunity to have legal counsel review this Agreement and advise Developer regarding Developer's rights under Texas and federal law. Developer hereby waives any requirement that the Town retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions required by the Town are roughly proportional or roughly proportionate to the proposed development's anticipated impact. Developer specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government Code; however, notwithstanding the foregoing, Developer hereby releases the Town from any and all liability under § 212.904 of the Texas Local Government Code, as amended, regarding or related to the cost of those municipal infrastructure requirements imposed by this Agreement.

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

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

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

THE CITY OF JOSHUA, TEXAS

By: _____
Name: Mike Peacock
Title: City Manager

STATE OF TEXAS)
)
COUNTY OF JOHNSON)

This instrument was acknowledged before me on the ____ day of _____, 2021, by Mike Peacock, City Manager of the City of Joshua, Texas, on behalf of the City of Joshua, Texas.

Notary Public, State of Texas

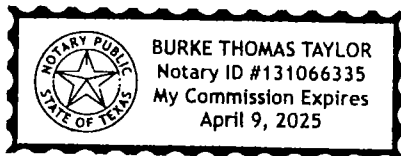
DEVELOPER:

SRE JOSHUA DEVELOPMENT, LLC

By: [Signature]
Name: MIKE SANGALLI
Title: MANAGER

STATE OF TEXAS)
COUNTY OF JOHNSON)

This instrument was acknowledged before me on the 2nd day of September, 2021, by Mike Sangalli, on behalf of Developer.



[Signature]
Notary Public, State of Texas

EXHIBIT A
(Property Description)

A 15.323-acre tract of land in the W.W. BUYERS SURVEY, ABSTRACT NUMBER 29, Johnson County, Texas, known as Mockingbird Hills Addition, Phase 1 with 682.76 feet of frontage along the south ROW of Caddo Road.



JOSHUA
POLICE DEPARTMENT



September 2021

September was month of transition for the police department. Both civilian investigators left the agency with one investigator position being filled internally by Officer Leigh Sosebee. The second sworn investigator position will most likely be filled by an outside applicant. The police department also began recruiting for police officer positions with several candidates beginning the application process in September. We anticipate being able to fill those positions during the month of October.

Several notable arrests were made during the month of September. On September 7th, Officer Clark arrested two individuals involved with the group stealing catalytic converters from vehicles. He was recognized by the STOP task force for his work in assisting with their efforts in addressing the catalytic converter thefts. On September 19th, Officer Clark assisted Burleson PD with a reckless driver entering into Joshua from Burleson. Officer Clark stopped the vehicle and a short foot pursuit ensued. During the foot pursuit, the juvenile suspect dropped a firearm. The juvenile retrieved the firearm and Officer Clark gave clear and concise verbal commands to the juvenile, resulting in the juvenile complying with commands to drop the weapon and avoiding a use of deadly force scenario for the department and city.

The department continued to show an increase in traffic enforcement resulting several arrests, including felony level offenses for narcotics, felony warrants from outside agencies and three Driving While Intoxicated offenses.

Detective Sosebee attended the Women in Law Enforcement Conference, where she attended training on interview and interrogations, crimes against children, victim centered focus in responses to sexual assaults and child sexual assaults. Officer Belmares attended an intermediate crime scene course, as she continues to work towards her intermediate peace officer license.

The department participated in several community events including the CT100 Clay Shoot and the Tarrant Area Food Bank distribution event at the YMCA. The PD also hosted a field trip from the Joshua Adventist School, where students were able to interact with officers and get a hands-on demonstration of our patrol vehicles.

The police department has begun its yearly self-assessment for the TPCA Best Practices program. The department will conduct a full inventory of property and evidence, review and update policies, review data from pursuits, use of force and accident/injuries for any trends or



patterns which may need to be addressed by training or adjustments in policy or procedures. The final self-assessment will be submitted to the Texas Police Chief's Association in November.

Patrol

Category	September 2021	September 2020	2021 year to date
Dispatched Calls	214	218	2,195
Arrests	11	9	65
Crash Reports	10	5	71
Traffic Stops	822	320	3,364
Citations	526	227	2,455
Outside LE Agency Assist	12	9	93
Reports	48	44	487
Total Calls for Service	1,571	1,421	10,441

Investigations

Category	September 2021	September 2020	2021 year to date
Crimes Against Persons	3	8	44
Property Crime (Thefts, Damage)	5	6	113
Other (Drug or Alch/Missing/Deceased)	7	9	70
Total	15	23	227

Crime by Offense Type

Category	September 2021	September 2020	2021 year to date
Murder/Non-Negligent Homicide	0	0	1
Manslaughter by Negligence	0	0	0
Rape	0	0	0
Robbery	0	0	0
Assault	3	7	33
Burglary (bldg. and vehicle)	1	2	22
Larceny (theft, fraud)	4	3	67
Total	8	12	126



Training

Category	September 2021	September 2020	2021 Year to Date
Computer Based	9	18	164
Classroom	80	44	299
Total	89	62	463

Community Outreach

Event	Date
Joshua Citizen's Police Academy Alumni Association Meeting	September 7 th
Tarrant Food Bank	September 9 th
Crime Stoppers Monthly Meeting	September 14 th
Chisolm Trail 100 Clay Shoot	September 10 th
Joshua ISD Homecoming Parade	September 13 th
Joshua Adventist Multigrade School Field Trip	September 29 th

Staffing

Category	Commissioned	Non-Commissioned
Positions	13.5	1
Vacancies	3	0

Promotions and Hiring

Officer Sosebee was transferred into Criminal Investigations and reassigned as a Detective. Janet Ayala and Cynthia Ducote left employment with the City of Joshua. The department began accepting applications for police officer.

Complaints and Commendations

Category	September 2021	September 2020	2021 Year to date
Commendations	2	4	8



JOSHUA

POLICE DEPARTMENT



Police Fleet

Unit#-YR	Year/Make	Mileage	Service
8107	2007/Chevy	134,188	Admin/Investigations
8221	2021/Ford	7,377	Patrol
8321	2021/Ford	10,151	Patrol
8416	2016/Ford	76,049	Administration
8517	2017/Ford	86,425	Patrol
8619	2019/Ford	61,625	Patrol
8720	2020/Chevy	23,395	Patrol
8820	2020/Chevy	23,262	Patrol

BURLESON PUBLIC SAFETY

Events by Nature Code by Agency

Agency: JPD, Event date/Time range: 09/01/2021 00:00:00 - 09/30/2021 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	2	2	0%	0:01:53	0:03:46	0:03:32	0:18:23	0:09:12
	911 INVESTIGATION	0	0	1	1	0%	0:02:38	0:04:30	0:05:33	0:12:41	0:12:41
	ABANDONED VEHICLE	0	0	1	1	0%	0:04:13	0:04:49	1:23:59	1:33:01	1:33:01
	ANIMAL COMPLAINT	0	2	8	10	1%	0:04:19	0:09:47	0:22:35	5:47:13	0:34:43
	ANIMAL ORDINANCE VIOLATION	0	3	0	3	0%	0:00:01	0:00:00	0:18:11	0:54:37	0:18:12
	ASSAULT	0	0	2	2	0%	0:21:45	0:02:35	0:23:06	1:34:53	0:47:27
	ASSIST OTHER AGENCY	0	5	7	12	1%	0:02:23	0:05:42	0:24:31	5:21:05	0:26:45
	BAR CHECK	0	3	0	3	0%	0:00:01	0:00:00	0:01:11	0:03:35	0:01:12
	BURGLARY	0	0	1	1	0%	0:02:22	0:05:00	3:04:20	3:11:42	3:11:42
	BURGLARY ALARM	0	0	12	12	1%	0:04:35	0:04:25	0:08:22	3:06:40	0:15:33
	BUSINESS CHECK	0	103	0	103	7%	0:00:01	0:00:00	0:03:57	6:48:08	0:03:58
	CIVIL	0	0	2	2	0%	0:04:09	0:06:56	0:30:34	1:23:17	0:41:39
	CLOSE PATROL	0	116	1	117	7%	0:00:05	0:05:26	0:06:23	12:36:30	0:06:28
	CRIMINAL MISCHIEF VANDALISM	0	0	2	2	0%	0:04:16	0:03:55	0:40:31	1:37:23	0:48:42
	CRIMINAL TRESPASS	0	0	1	1	0%	0:00:01	0:00:00	0:17:37	0:17:38	0:17:38
	CUSTODIAL DISPUTE	0	0	1	1	0%	0:02:13	0:03:14	0:06:25	0:11:52	0:11:52
	DISCHARGE FIREARM	0	0	1	1	0%	0:01:35	0:00:00	0:00:00	0:14:56	0:14:56
	DISTURBANCE	0	0	11	11	1%	0:03:24	0:03:53	0:57:27	11:02:29	1:00:14
	DRUGS NARCOTICS	0	0	1	1	0%	0:01:46	0:01:16	1:30:33	1:33:35	1:33:35
	EMS ASSIST	0	0	8	8	1%	0:00:49	0:02:48	0:19:45	3:06:13	0:23:17
	FD ASSIST	0	0	4	4	0%	0:00:31	0:03:06	0:13:05	0:51:18	0:12:50
	FOLLOW UP INVESTIGATION	0	18	0	18	1%	0:00:01	0:06:23	0:26:50	8:28:46	0:28:16
	FOUND PROPERTY	0	1	1	2	0%	0:07:51	0:05:09	0:06:55	0:35:22	0:17:41
	FRAUD	0	0	3	3	0%	0:07:02	0:04:31	0:29:21	2:02:44	0:40:55

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
	HARASSMENT	0	0	2	2	0%	0:16:23	0:12:07	2:33:01	3:32:55	1:46:28
	HOTEL MOTEL CHECK	0	8	0	8	1%	0:00:01	0:00:00	0:02:50	0:22:43	0:02:50
	INTOXICATED PERSON	0	0	1	1	0%	0:02:58	0:03:40	0:27:35	0:34:13	0:34:13
	INVESTIGATION	0	4	2	6	0%	0:03:42	0:05:30	0:17:19	2:11:29	0:21:55
	JUVENILE CONTACT	0	1	3	4	0%	0:01:17	0:03:39	0:22:52	1:47:33	0:26:53
	LOOSE LIVESTOCK	0	0	3	3	0%	0:09:07	0:09:15	0:04:47	1:09:30	0:23:10
	MHMR CONTACT	0	0	1	1	0%	0:02:46	0:09:03	0:08:22	0:20:11	0:20:11
	MISSING PERSON	0	0	1	1	0%	0:10:12	0:00:00	0:00:00	0:15:21	0:15:21
	NEIGHBORHOOD PATROL	0	105	1	106	7%	0:00:07	0:00:00	0:06:34	12:06:21	0:06:51
	NOISE ORDINANCE VIOLATION	0	0	3	3	0%	0:08:37	0:07:42	0:06:43	1:09:08	0:23:03
	OPEN DOOR	0	1	1	2	0%	0:01:29	0:01:39	0:27:02	0:57:13	0:28:37
	PERSON WITH A WEAPON	0	0	1	1	0%	0:02:49	0:11:46	0:08:12	0:22:47	0:22:47
	PHONE CALL INVESTIGATION	0	1	20	21	1%	0:23:46	0:04:17	0:14:07	13:17:25	0:37:58
	PR CONTACT	0	37	15	52	3%	0:05:17	0:05:55	0:17:02	17:41:14	0:20:25
	PROWLER	0	0	1	1	0%	0:01:18	0:04:17	0:04:30	0:10:05	0:10:05
	RADAR ASSIGNMENT	0	54	0	54	3%	0:00:01	0:00:00	0:07:27	6:42:38	0:07:27
	RAILROAD	0	0	2	2	0%	0:02:10	0:02:52	0:11:07	0:29:27	0:14:44
	RECKLESS DRIVER	0	1	22	23	1%	0:06:55	0:08:00	0:14:31	8:17:13	0:21:37
	SCHOOL CHECK	0	10	0	10	1%	0:00:01	0:00:00	0:06:10	1:01:49	0:06:11
	SECURITY CHECK RESIDENTIAL	0	3	0	3	0%	0:00:01	0:00:00	0:01:03	0:03:11	0:01:04
	STOLEN VEHICLE	0	0	1	1	0%	0:00:41	0:05:49	0:38:38	0:45:08	0:45:08
	STRANDED MOTORIST	0	5	3	8	1%	0:00:13	0:01:59	0:07:58	1:11:01	0:08:53
	SUICIDAL PERSON	0	0	5	5	0%	0:02:48	0:04:13	0:45:22	4:21:56	0:52:23
	SUSPICIOUS PERSON	0	5	5	10	1%	0:01:53	0:05:17	0:14:42	3:04:48	0:18:29
	SUSPICIOUS VEHICLE	0	36	6	42	3%	0:01:09	0:08:48	0:13:43	10:31:30	0:15:02
	THEFT	0	0	3	3	0%	0:06:09	0:05:59	0:48:52	3:03:03	1:01:01
	THREATS	0	0	2	2	0%	0:05:37	0:03:17	1:19:47	2:57:21	1:28:41
	TRAFFIC ASSIGNMENT	0	7	2	9	1%	0:07:48	0:05:47	0:03:22	1:13:04	0:08:07

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
	TRAFFIC COMPLAINT	0	0	1	1	0%	0:04:36	0:00:00	0:00:00	0:13:09	0:13:09
	TRAFFIC VIOLATION	0	822	0	822	52%	0:00:01	0:00:00	0:08:14	112:51:27	0:08:14
	VEHICLE CRASH	0	1	22	23	1%	0:03:14	0:06:03	0:49:37	22:06:49	0:57:41
	WANTED MISDEMEANOR	0	1	0	1	0%	0:00:00	0:08:08	1:26:45	1:34:53	1:34:53
	WELFARE CHECK	0	4	15	19	1%	0:04:31	0:05:19	0:17:31	8:10:18	0:25:48
	Subtotals for No Summary Code	0	1357	214	1571	100%	0:03:51	0:05:24	0:27:47	317:30:54	0:31:58
	Subtotals for JPD	0	1357	214	1571	100%	0:03:51	0:05:24	0:27:47	317:30:54	0:31:58



Joshua Fire Department Monthly Activity Report

September 2021

PERSONNEL

Firefighter Kyle McCollum was recognized as the quarterly winner of the highest incident response for the quarter ending in August.

Firefighter Andrew Gatlin, Midlothian firefighter, has been promoted to the rank of Lieutenant upon recommendation of the officer staff. Firefighter Barney Nash has also been promoted to the rank of Engineer. Both of them will be formally recognized at a future Council meeting.

EMERGENCY RESPONSE

JOSHUA FIRE DEPARTMENT				
EMERGENCY INCIDENT STATISTICS				
MONTH: September				
CITY INCIDENTS		PREVIOUS MONTH	CURRENT MONTH	YTD
STRUCTURE FIRES		0	1	2
GRASS FIRES		0	1	1
VEHICLE FIRES		0	0	1
EMS		60	76	351
MVA		11	15	59
TOTAL INCIDENTS		71	93	414
COUNTY INCIDENTS				
STRUCTURE FIRES		0	1	2
GRASS FIRES		1	1	5
VEHICLE FIRES		0	0	5
EMS		20	15	117
MVA		1	0	11
TOTAL INCIDENTS		22	17	140
MUTUAL/AUTO AID				
M/A GIVEN		12	9	50
M/A RECEIVED			7	34
A/A RECEIVED			6	34
STAFFING LEVELS (STRUCTURE FIRE ONLY)				
ADEQUATE		4	0	10
INADEQUATE		2	2	7
MISSED INCIDENTS		0		0
RESPONSE TIMES				
JOSHUA		6:01	6:07	
COUNTY		9:20	8:19	

CODE COMPLIANCE

The Code Compliance activity report has been modified to more accurately reflect the type of actions taken and listed in current month and year-to-date columns. The year-to-date totals do not accurately reflect the amount of cases opened and closed, but will be updated for the October report.

CODE COMPLIANCE SUMMARY REPORT				
SEPTEMBER	CURRENT MONTH		YEAR TO DATE	
VIOLATION	OPEN	CLOSED	OPEN	CLOSED
HIGH GRASS AND WEEDS	19	19	19	19
JUNK AND DEBRIS	15	9	15	9
JUNK/ INOPERABLE MOTORVEHICLE	3	1	3	1
ABANDONED JUNKED VEHICLE	0	0	0	0
GARAGE SALE VIOLATION	0	0	0	0
PUBLIC SAFETY ON SIDEWALKS AND STREETS	2	1	2	1
SIGN VIOLATIONS	0	0	0	0
SWIMMING POOL BARRIER	0	0	0	0
SOLID WASTE VIOLATION	0	0	0	0
SUBSTANDARD STRUCTURE	0	0	0	0
TOTAL	39	30	39	30

TRAINING

DATE	TOPIC	HOURS	ATTENDANCE
09/01	Forcible Entry Classroom	3	7
09/08	Forcible Entry Hands-on At Training Division	3	6
09/15	Forcible Entry Saws Hands-on	3	7
09/22	EMS Skills practice	3	9
09/27	Forcible Entry	2	1
09/27	Fire Service Communication	2	1
09/28	Hazard Communication	2	1
09/28	HazMat case studies	2	1
09/28	Fire Service Overhaul	2	1
09/28	SCBA	2	1
09/28	HazMat for First Responders	1	1
09/29	Firefighter and Crew Safety	2	1
09/29	Wildland Fire Suppression	2	1
09/29	Intro to Wildfire Behavior	2	1
09/29	EMS CE's Trauma Assessment	3	6

EMERGENCY MANAGEMENT

The HazMap planning committee, composed of the Mayor, City Manager, Police Chief, Public Works Director and Fire Chief, have met to determine threat levels for various natural hazards. Public meetings will be scheduled, in conjunction with County emergency management, in the near future to solicit public input.

City of Joshua
Municipal Court Council Report
From 9/1/2021 to 9/30/2021

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Violations by Type

Traffic	Penal	City Ordinance	Parking	Other	Total
518	3	1	0	21	543

Financial

State Fees	Court Costs	Fines	Tech Fund	Building Security	Total
\$34,336.71	\$10,742.19	\$20,141.94	\$1,422.53	\$1,721.83	\$68,365.20

Warrants

Issued	Served	Closed	Total
37	0	8	45

FTAs/VPTAs

FTAs	VPTAs	Total
2	13	15

Dispositions

Paid	Non-Cash Credit	Dismissed	Driver Safety	Deferred	Total
150	0	74	29	35	288

Trials & Hearings

Jury	Bench	Appeal	Total
0	0	0	0

Omni/Scofflaw/Collection

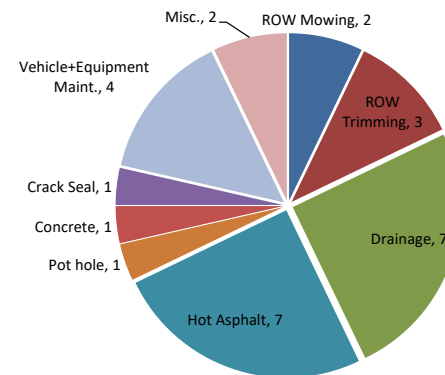
Omni	Scofflaw	Collections	Total
83	0	83	166

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

Chart reflects one per daily occurrence

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



Public Works Monthly Team Status Report

For The Month Of September 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]

Building Inspection Report

September 2021

September	2021	2020	YTD 2021	YTD 2020
Building	77	29	602	319
Electrical	52	26	428	226
Plumbing	33	15	343	190
Mechanical	28	8	181	83
Re-Inspections	6	8	62	103
Certificate of Occupancy	3	1	15	12
Certificate of Occupancy Re-Inspection	0	0	0	0
Total # of Inspections	199	87	1631	933
Plan Review	11	6	170	95

Building Permit Report

September 2021

September	2021	2020	YTD 2021	YTD 2020
Building	29	17	317	211
Electrical	14	9	153	96
Plumbing	13	8	144	124
Mechanical	9	3	111	54
Permanent Sign	2	2	13	11
Temporary Sign	2	4	15	17
Certificate of Occupancy	5	1	17	14
Swimming Pool	2	1	23	9
Sprinkler System	6	4	92	34
Solicitor	0	0	0	0
Contractor Registration	11	14	152	122
MHP Registration	0	0	3	0
Total # of Permits	93	63	1040	692

New Businesses Report September 2021

New Businesses (Certificate of Occupancy Issued)	Address
---	---------

Future New Businesses (Applied for Certificate of Occupancy not completed)	Address
---	---------

UCS	449 S Broadway St
Vapor Maven	208 N Broadway St
Ready Now Storage	113 Conveyor Dr
Taqueria Rosales	317 N Broadway St
Los Galindo's Mexican Food	520 N Broadway, Ste D

New CO Issued for existing Business (New Owner, New Location, Name change, etc)	Address
---	---------

Anytime Fitness --- New Owner	617 N Broadway St
Bharwani Brothers, Inc -- Exxon conv str w/fuel	601 S Broadway St
Grace Learning Center - New Bldg	206 S Main St

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UTILITY BILLING

Council Report
Billing Period **9/1/2021 - 9/30/2021**

Utility Bills Disbursed	Count	Amount
Active	1867	\$33,307.28
First Bill	20	\$219.92
Final Bill	11	\$23.17
Backdated Move In Date	23	\$392.48
Total	1921	\$33,942.85

Payments Received	Count	Amount
Check	374	\$7,973.88
Cash	23	\$725.24
MoneyOrder	2	\$53.68
AchDraft	75	\$1,974.27
CreditCard	490	\$14,850.73
Other	10	\$389.76
Total	974	\$25,967.56

Service Orders Completed	Count
Total	0

Service Categories	Count	Amount
Garbage/Recycling	3840	\$28,577.51
General	3840	\$2,853.95
Total	0	\$31,431.46

Past Due Summary	Accounts to Penalize	Excluded Accounts	Subject to Penalty
-------------------------	-----------------------------	--------------------------	---------------------------

Total Penalized



City Secretary's Office

Monthly Report

September 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 September 2021 and was processed immediately after the meeting:

- Memorandum of Understanding between the City of Joshua and the Joshua Independent School District outlining services provided and responsibilities of the Joshua Police Department and the Joshua Independent School District.
- Interlocal Cooperation Agreements with Johnson County for dispatching services for the Joshua Police Department and Joshua Fire Department.
- Interlocal Cooperation Agreement with Johnson County for housing City's Class "C" Misdemeanor Prisoners.
- Ordinance approving the Annual Budget for the fiscal year beginning October 1, 2021, and ending September 30, 2022.
- Ordinance adopting the City of Joshua 2021 Property Tax Rate.
- Ordinance amending Chapter 2 of the Joshua Code of Ordinances regarding the keeping of animals within the City of Joshua.
- Ordinance amending the Code of Ordinance regarding Garage Sales.
- Proposal from Callahan & Freeman Architects for a Facility Feasibility Study.
- Contract with Johnson County ESD #1 for providing Fire Extinguishment and Emergency Services.
- Board appointments for all boards, commissions, and corporations.
- Real estate purchase contract for property located at Cedar Crest, SH 174, and Ramada Avenue.

Meeting Minutes prepared and approved:

- City Council – August 16, 2021
- Type A EDC – August 09, 2021
- Type B EDC – August 09, 2021
- Planning & Zoning – August 09, 2021

City Secretary attended the following meetings:

- September 2, 2021 – City Manager Staff Meeting
- September 7, 2021 – Planning & Zoning Meeting
- September 7, 2021 – City Manager Budget Meeting
- September 8, 2021 – North Texas Municipal Clerk Association Meeting
- September 13, 2021 – Type A EDC Meeting
- September 13, 2021 – Type B EDC/Parks Board Meeting
- September 16, 2021 – City Council Meeting

Social Media

Total New Post on Facebook - 29

Total Post Reached- 17,100

Total Post Engagement- 2,274

Total New Page Followers- 39

Census Monthly Reporting

Report of Building Permits for new residential structures – Five (5) Single Family Houses with a total valuation of \$1,472,173 and one (1) Two-Unit Building with a total valuation of \$230,720.

Public Information Request

Processed thirty (38) Public Information requests and completed all within the ten days or less requirement. In addition, sent zero (0) letters to the Texas Attorney General's Office asking for determination.

Request Date	Requestor	Documents	Date Released	AG Letter	Cost / Electronic	Notes
9/1/2021	Askia Bell	Code Reports	9/14/2021	N		E Emailed Report
9/1/2021	Jason Ross	Code Reports-Substandard	9/14/2021	N	\$	- No Documents Available
9/7/2021	Concepcion Cabuto	Police Reports	9/14/2021	N	\$	- No Documents Available
9/8/2021	Jami Bowles	Police Reports	9/10/2021	N	\$	- No Documents Available
9/8/2021	Tyler Sharp	Police Reports	9/15/2021	N		E Emailed Report
9/9/2021	Misty Krichick	Police Reports	9/14/2021	N	\$	- Emailed Report
9/9/2021	LexisNexis	Accident Report	9/9/2021	N	\$	- No Documents Available
9/9/2021	LexisNexis	Accident Report	9/9/2021	N	\$	- No Documents Available
9/9/2021	LexisNexis	Accident Report	9/9/2021	N	\$	- No Documents Available
9/9/2021	SSG Kyle Kuchelmeister	Police Reports	9/14/2021	N	\$	- Sent Clarification Letter
9/9/2021	LexisNexis	Accident Report	9/9/2021	N	\$	3.50 Event Page Only
9/13/2021	LexisNexis	Accident Report	9/13/2021	N		No Documents Available
9/13/2021	Fort Worth Police Department	Police Reports	9/13/2021	N	\$	- No charge for other governmental agencies
9/13/2021	LexisNexis	Accident Report	9/13/2021	N	\$	- No Documents Available
9/13/2021	Sammy Rangwala	Permit Reports	9/14/2021	N	\$	- Sent link to website with documents
9/13/2021	Lisa Thompson	Police Reports	9/14/2021	N	\$	0.90
9/13/2021	Sammy Rangwala	Fire Reports	9/14/2021	N	\$	- No Documents Available
9/13/2021	Sammy Rangwala	Code Reports	9/14/2021	N		E Emailed Report
9/14/2021	Mireya Jimenez	Police Reports	9/15/2021	N		E Emailed Report
9/14/2021	ACH Services-Mata	Police Reports	9/15/2021	N	\$	- No Documents Available
9/14/2021	Amanda Ford	Police Reports	9/15/2021	N	\$	- No Documents Available
9/15/2021	LexisNexis	Accident Report	9/15/2021	N	\$	- No Documents Available
9/15/2021	LexisNexis	Accident Report	9/15/2021	N		No Documents Available
9/15/2021	LexisNexis	Accident Report	9/15/2021	N	\$	- No Documents Available
9/16/2021	LexisNexis	Accident Report	9/16/2021	N	\$	- No Documents Available
9/22/2021	Kevin Stagner	Accident Report	9/22/2021	N	\$	6.00
9/22/2021	LexisNexis	Accident Report	9/22/2021	N	\$	- No Documents Available
9/27/2021	Paulette Wenger	Police Reports	9/30/2021	N		E Emailed Report
9/27/2021	Larry Smith	Police Reports	9/27/2021	N		E Emailed Report
9/28/2021	LexisNexis	Accident Report	9/28/2021	N	\$	6.00
9/28/2021	LexisNexis	Accident Report	9/28/2021	N	\$	6.00
9/28/2021	Faith Evans	Fire Reports	9/30/2021	N	\$	- No Documents
9/28/2021	Misty Krichick	Police Reports	9/30/2021	N	\$	1.20
9/29/2021	Chase Crawford	Building Plans	9/30/2021	N	\$	- No Documents
9/29/2021	Linda Harvey	Accident Report	9/30/2021	N	\$	6.00
9/30/2021	Sammy Rangwala	Code Reports	10/4/2021	N		E Emailed Report
9/30/2021	Sammy Rangwala	Permit Reports	10/4/2021	N		E Emailed link to website with documents
9/30/2021	Sammy Rangwala	Fire Reports	10/4/2021	N	\$	- No Documents Available

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 have 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

Once all records are entered and processed, the boxes will be moved. Once located in the new area, the City Secretary will process another complete inventory to confirm all boxes are in the correct location.

Code of Ordinance

The Code of Ordinance Vault is updated, and Supplement No. 16 has been uploaded to the website. The update is completed quarterly. The Codification Attorney is currently working on Supplement No. 17.

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.

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

Special Projects

Council Chambers Audio/Video – The previous I.T. Company installed a new audio/video system as requested. Due to several issues, they were asked to remove and return the items. City Secretary's Office is working with Dallas Sound & Lighting to install new equipment. The City Council mics and the wireless mic for the podium have been installed. Staff station mics will be installed soon. In addition, the City Secretary is working with I.T. to download the software so it may be controlled from the computer. The goal of this project is to be complete by the August council meeting.

Update: Staff station mics will be installed October 19th. Once this is complete, the project is complete.

- **Fieldtrip-** City Secretary's Office was contacted by a teacher at the Joshua Adventist Multi-Grade School asking if some of the students could visit City buildings and learn about local government. Arrangements were made with

the Fire and Police Chief for the students to visit with them. At city hall, every staff member was assigned a role to help make the visit fun and educational. The children learned the different roles at the city hall. In addition, they got to have a mock election with ice cream flavors on the ballot. Below is the scheduled that was followed:

Amber- welcomed the children, parents, and teachers to city hall. Introduce each speaker in the order below.

Mayor Hollarn- talk to the children about what a mayor does and why he wanted to become the city mayor.

Mike – explain what the city manager does and why he enjoys it.

Carla- explained to the children what a municipal court does and its importance.

Aaron- explained to the children what development service is all about and why it is essential.

Alice- explained to the children the process of an election by showing a video and slide presentation. Ice cream cups were hidden on different slides. The first child to jump up and scream won a prize. After the presentation, staff conducted a mock election regarding ice cream flavors. It was important to keep it unpolitical.

Joanna was the election worker taking the votes

Jan was a candidate promoting vanilla ice cream

Angela was a candidate promoting chocolate ice cream

Shauna was a candidate promoting why no one should have ice cream

After the event, each child was given a backpack with items from each department. They all left with reading books, coloring books, crayons, bracelets, pencils, kids stress balls, and ice cream.





- **Board Member-** City Secretary Holloway was nominated and elected to serve as an Officer (Treasurer) for the North Texas Municipal Clerks Association. City Secretary Holloway was administered the Oath of Office on September 8, 2021. Being involved is an excellent opportunity for networking with colleagues from other cities. Additionally, chapters offer educational opportunities, peer recognition, and support.
- **Christmas Party-** City Secretary's Office has been given the task of organizing the City Christmas Party. City Secretary Holloway and three other employees from different parties are hoping to prepare a party that everyone enjoys. The party will be on December 3, 2021 at 6:00 pm inside the James Event Center.

Liens

Update- City Secretary has started filing release of liens and will continue until all are complete except for list below.

City Secretary researched twenty (20) years of liens filed and released by the City of Joshua. Just a reminder that liens expire after ten years.

On record, the City had several liens that were more than ten years old. In addition, found several liens that had been paid and not removed from the liens list. There were also two that were sold for tax proceeds.

All liens that expired, were paid, or sold for tax proceeds have been removed from the City's active list.

City Attorney Welch recommends officially removing the inactive liens by filing an official release-of-lien. Staff is preparing the necessary release and will be filing with the County in the next few weeks.

The list below is the correct list of active liens held by the City of Joshua. In the future, an update will be provided as liens are paid, expired, etc.

**CITY OF JOSHUA
OUTSTANDING PROPERTY LIENS
AS OF
8/12/2021**

[illegible]