



**AGENDA
CITY COUNCIL
REGULAR MEETING
FEBRUARY 17, 2022
6:30 PM**

The Joshua City Council will hold a Work Session at 6:30 PM. A Regular Meeting will be held immediately following the Work Session in the Council Chambers at the Joshua City Hall, located at 101 S. Main St., Joshua, Texas, on February 17, 2022. This meeting is subject to the open meeting laws of the State of Texas.

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

Join Zoom Meeting:

<https://us02web.zoom.us/j/86158821952?pwd=bnUyVm1Gb2kvWSs2SjFGZk1iTE90UT09>

Meeting ID: 861 5882 1952 Passcode: 662857 or dial 1-346/248-7799

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

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

A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

B. PLEDGE OF ALLEGIANCE

1. United States of America
2. Texas Flag

C. INVOCATION

D. WORK SESSION

1. Review and discuss questions related to the budget report and financial statement for January 2022. (Staff Resource: M. Peacock)
2. Review and discuss the 2021 Joshua Police Department Report Racial Profiling Analysis.
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.

1) Employee Recognition:

- Carla Bonham-20 Years of Service
- Gina Muller- 20+ Years of Service

F. CONSENT AGENDA

1. Consider approval of minutes from the City Council Meeting held on January 20, 2022. (Staff Resource: A. Holloway)
2. Discuss, consider, and possible action on an Ordinance ordering a Special Election to be held on Saturday, May 7, 2022, to fill the unexpired term of City Council Place 6 position. (Staff Resource: A. Holloway)

G. REGULAR AGENDA

1. Discuss, consider, and possible action on a Development Agreement between the City of Joshua and Cross Timbers Real Estate and Development relative to the development of Phase 5, Cooper Valley; and authorize the City Manager to sign the agreement. (Staff Resource: A. Maldonado)
2. Discuss, consider, and possible action on approving the proposed updated Joshua Emergency Management Plan. (Staff Resource: T. Griffith)

H. STAFF REPORT

January 2022

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 11th day of February 2022, by 12:00 pm on the official bulletin board at Joshua City Hall, 101 S. Main, Joshua, Texas.

Alice Holloway
City Secretary

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

% OF YEAR COMPLETED: 33.33

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
REVENUE SUMMARY							
Non-Departmental							
Tax Revenue	1,583,223.26	1,511,280.47	(71,942.79)	2,347,200.60	4,294,980.00	54.65%	1,947,779.40
Charges for Services	43,449.17	42,649.77	(799.40)	173,720.17	512,000.00	33.93%	338,279.83
Licenses, Permits & Fees	45,513.76	66,624.78	21,111.02	283,554.16	829,815.00	34.17%	546,260.84
Grants & Contributions	0.00	166.66	166.66	1,235.00	2,000.00	61.75%	765.00
Intergovernmental Revenues	0.00	13,860.34	13,860.34	105,298.84	166,370.00	63.29%	61,071.16
Investment Earnings	9.18	249.90	240.72	34.50	3,000.00	1.15%	2,965.50
Miscellaneous	3,758.64	4,165.00	406.36	12,219.84	50,000.00	24.44%	37,780.16
Transfers In	0.00	28,333.33	28,333.33	4,172.70	782,200.00	0.53%	778,027.30
TOTAL REVENUES	1,675,954.01	1,667,330.25	(8,623.76)	2,927,435.81	6,640,365.00	44.09%	3,712,929.19
EXPENDITURE SUMMARY							
Community Service							
Utilities	4,352.25	3,415.30	(936.95)	12,977.25	41,000.00	31.65%	28,022.75
Community Events	4,655.45	0.00	(4,655.45)	18,067.59	25,000.00	72.27%	6,932.41
Contract & Professional Services	27,085.95	27,405.70	319.75	108,334.88	329,000.00	32.93%	220,665.12
Miscellaneous	2,836.54	3,050.75	214.21	14,147.49	50,715.00	27.90%	36,567.51
TOTAL Community Service	38,930.19	33,871.75	(5,058.44)	153,527.21	445,715.00	34.45%	292,187.79
Non-departmental							
Personnel	480.94	100.00	(380.94)	1,025.73	4,200.00	24.42%	3,174.27
Contract & Professional Services	5,094.46	5,718.64	624.18	37,324.65	114,750.00	32.53%	77,425.35
Debt Service	400.00	400.00	0.00	400.00	4,000.00	10.00%	3,600.00
Miscellaneous	18,492.75	20,818.33	2,325.58	76,363.37	134,370.00	56.83%	58,006.63
TOTAL Non-departmental	24,468.15	27,036.97	2,568.82	115,113.75	257,320.00	44.74%	142,206.25

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

% OF YEAR COMPLETED: 33.33

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Mayor & Council							
Personnel	0.00	0.00	0.00	0.00	2,000.00	0.00%	2,000.00
Supplies	0.00	254.10	254.10	455.63	3,050.00	14.94%	2,594.37
TOTAL Mayor & Council	0.00	254.10	254.10	455.63	5,050.00	9.02%	4,594.37
Administration							
Personnel	47,536.42	68,174.74	20,638.32	193,304.01	624,465.00	30.96%	431,160.99
Supplies	2,502.62	3,212.90	710.28	11,216.05	44,570.00	25.17%	33,353.95
Repair & Maintenance	5,961.13	2,563.14	(3,397.99)	11,416.71	30,770.00	37.10%	19,353.29
Contract & Professional Services	8,115.00	77,254.62	69,139.62	41,682.50	176,340.00	23.64%	134,657.50
Utilities	2,505.53	2,713.17	207.64	8,188.09	32,570.00	25.14%	24,381.91
Miscellaneous	1,467.84	958.28	(509.56)	3,759.41	11,500.00	32.69%	7,740.59
TOTAL Administration	68,088.54	154,876.85	86,788.31	269,566.77	920,215.00	29.29%	650,648.23
Police Department							
Personnel	112,203.37	153,889.75	41,686.38	464,138.31	1,350,485.00	34.37%	886,346.69
Supplies	8,656.41	1,999.23	(6,657.18)	16,286.38	24,000.00	67.86%	7,713.62
Repair & Maintenance	2,027.22	3,831.83	1,804.61	18,857.74	46,000.00	41.00%	27,142.26
Contract & Professional Services	15,246.37	1,739.30	(13,507.07)	87,470.86	136,880.00	63.90%	49,409.14
Utilities	1,431.53	1,999.20	567.67	4,560.18	24,000.00	19.00%	19,439.82
Capital Outlay	0.00	1,416.67	1,416.67	9,600.82	33,400.00	28.74%	23,799.18
Debt Service	0.00	1,570.00	1,570.00	0.00	18,840.00	0.00%	18,840.00
Miscellaneous	0.00	33.33	33.33	56.00	400.00	14.00%	344.00
TOTAL Police Department	139,564.90	166,479.31	26,914.41	600,970.29	1,634,005.00	36.78%	1,033,034.71

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

% OF YEAR COMPLETED: 33.33

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Public Works							
Personnel	21,496.78	40,855.55	19,358.77	74,507.28	357,260.00	20.86%	282,752.72
Supplies	31,391.28	43,595.47	12,204.19	94,078.38	523,355.00	17.98%	429,276.62
Repair & Maintenance	6,199.56	5,814.36	(385.20)	40,431.57	69,800.00	57.92%	29,368.43
Contract & Professional Services	270.00	1,685.99	1,415.99	830.00	20,240.00	4.10%	19,410.00
Utilities	435.34	641.41	206.07	1,374.81	7,700.00	17.85%	6,325.19
Micellaneous	0.00	833.33	833.33	0.00	10,000.00	0.00%	10,000.00
Capital Outlay	0.00	0.00	0.00	103,876.58	103,885.00	99.99%	8.42
Debt Service	0.00	3,671.25	3,671.25	0.00	44,055.00	0.00%	44,055.00
TOTAL Public Works	59,792.96	97,097.36	37,304.40	315,098.62	1,136,295.00	27.73%	821,196.38
Municipal Court							
Personnel	5,456.21	7,268.15	1,811.94	23,261.22	67,280.00	34.57%	44,018.78
Supplies	400.39	154.10	(246.29)	575.67	1,850.00	31.12%	1,274.33
Repair & Maintenance	140.15	166.60	26.45	575.17	2,000.00	28.76%	1,424.83
Contract & Professional Services	3,061.00	2,951.36	(109.64)	10,416.00	35,420.00	29.41%	25,004.00
Miscellaneous	174.84	83.30	(91.54)	174.84	1,000.00	17.48%	825.16
TOTAL Municipal Court	9,232.59	10,623.51	1,390.92	35,002.90	107,550.00	32.55%	72,547.10
Development Services							
Personnel	19,045.50	28,803.33	9,757.83	74,132.47	260,455.00	28.46%	186,322.53
Supplies	517.89	433.16	(84.73)	1,031.63	5,200.00	19.84%	4,168.37
Repair & Maintenance	0.00	2,016.60	2,016.60	98.43	24,200.00	0.41%	24,101.57
Contract & Professional Services	9,963.20	15,711.75	5,748.55	39,197.85	188,545.00	20.79%	149,347.15
Utilities	109.33	442.45	333.12	304.91	5,310.00	5.74%	5,005.09
Debt Service	0.00	472.08	472.08	0.00	5,665.00	0.00%	5,665.00
TOTAL Development Services	29,635.92	47,879.37	18,243.45	114,765.29	489,375.00	23.45%	374,609.71

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

% OF YEAR COMPLETED: 33.33

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Animal Control							
Personnel	11,832.91	14,755.40	2,922.49	46,517.05	130,840.00	35.55%	84,322.95
Supplies	1,851.65	1,530.20	(321.45)	5,704.51	18,370.00	31.05%	12,665.49
Repair & Maintenance	974.99	10,500.44	9,525.45	23,161.38	126,055.00	18.37%	102,893.62
Contract & Professional Services	1,757.10	754.81	(1,002.29)	2,917.64	9,060.00	32.20%	6,142.36
Utilities	1,196.14	1,349.46	153.32	3,385.75	16,200.00	20.90%	12,814.25
TOTAL Animal Control	17,612.79	28,890.31	11,277.52	81,686.33	300,525.00	27.18%	218,838.67
Fire Department							
Personnel	36,712.88	60,650.61	23,937.73	138,630.23	569,530.00	24.34%	430,899.77
Supplies	2,268.96	6,546.75	4,277.79	27,453.38	78,575.00	34.94%	51,121.62
Repair & Maintenance	8,732.93	6,337.46	(2,395.47)	16,000.79	76,080.00	21.03%	60,079.21
Contract & Professional Services	1,480.00	2,965.47	1,485.47	10,134.00	35,600.00	28.47%	25,466.00
Utilities	2,539.70	2,865.52	325.82	7,625.59	34,400.00	22.17%	26,774.41
Debt Service	0.00	6,020.83	6,020.83	0.00	72,250.00	0.00%	72,250.00
Miscellaneous	161.47	1,578.53	1,417.06	11,373.04	18,950.00	60.02%	7,576.96
TOTAL Fire Department	51,895.94	86,965.17	35,069.23	211,217.03	885,385.00	23.86%	674,167.97
Park Maintenance							
Personnel	14990.82	15,185.84	195.02	57,194.92	182,230.00	31.39%	125,035.08
Supplies	1,709.15	1,199.52	(509.63)	8,008.93	14,400.00	55.62%	6,391.07
Repair & Maintenance	107.07	1,978.42	1,871.35	6,454.20	23,750.00	27.18%	17,295.80
Contract & Professional Services	170.00	169.93	(0.07)	680.00	2,040.00	33.33%	1,360.00
Utilities	2,017.30	627.24	(1,390.06)	6,995.80	87,530.00	7.99%	80,534.20
Capital Outlay	0.00	1,990.87	1,990.87	0.00	23,900.00	0.00%	23,900.00
TOTAL Park Maintenance	18,994.34	21,151.82	2,157.48	79,333.85	333,850.00	23.76%	254,516.15

City of Joshua**Financial Statement (General Fund, Departmental Summary, Unaudited)**

% OF YEAR COMPLETED: 33.33

As of January 31, 2022

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Fire Marshal							
Personnel	10836.31	8,836.67	(1,999.64)	44,137.53	106,040.00	41.62%	61,902.47
Supplies	180.56	1,083.34	902.78	254.75	13,000.00	1.96%	12,745.25
Contract & Professional Services	0.00	396.67	396.67	3,856.25	4,760.00	81.01%	903.75
Utilities	23.08	65.00	41.92	103.86	780.00	13.32%	676.14
Miscellaneous	0.00	41.67	41.67	0.00	500.00	0.00%	500.00
TOTAL Fire Marshal	11,039.95	10,423.35	(616.60)	48,352.39	125,080.00	38.66%	76,727.61
TOTAL EXPENDITURES	469,256.27	685,549.87	216,293.60	2,025,090.06	6,640,365.00	30.50%	4,615,274.94
TOTAL REVENUES OVER/UNDER EXPENDITURES	1,206,697.74	981,780.38	(224,917.36)	902,345.75	0.00		(902,345.75)

JOSHUA POLICE DEPARTMENT

2021

RACIAL PROFILING ANALYSIS

PREPARED BY:

Eric J. Fritsch, Ph.D.

Chad R. Trulson, Ph.D.

Justice Research Consultants, LLC



Executive Summary

Article 2.132-2.134 of the Texas Code of Criminal Procedure (CCP) requires the annual reporting to the local governing body of data collected on motor vehicle stops in which a ticket, citation, or warning was issued and to arrests made as a result of those stops, in addition to data collection and reporting requirements. Article 2.134 of the CCP directs that “a comparative analysis of the information compiled under 2.133” be conducted, with specific attention to the below areas:

1. evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities;
2. examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction;
3. evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches; and
4. information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

The analysis of material and data from the Joshua Police Department revealed the following:

- **A COMPREHENSIVE REVIEW OF THE JOSHUA POLICE DEPARTMENT REGULATIONS, SPECIFICALLY GENERAL DIRECTIVE 2.2 (BIASED BASED POLICING) OUTLINING THE DEPARTMENT’S POLICY CONCERNING BIAS-BASED PROFILING, SHOWS THAT THE JOSHUA POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH ARTICLE 2.132 OF THE TEXAS CODE OF CRIMINAL PROCEDURE.**
- **A REVIEW OF THE INFORMATION PRESENTED AND SUPPORTING DOCUMENTATION REVEALS THAT THE JOSHUA POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH TEXAS LAW ON TRAINING AND EDUCATION REGARDING RACIAL PROFILING.**
- **A REVIEW OF THE DOCUMENTATION PRODUCED BY THE DEPARTMENT IN BOTH PRINT AND ELECTRONIC FORM REVEALS THAT THE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW ON THE RACIAL PROFILING COMPLAINT PROCESS AND PUBLIC EDUCATION ABOUT THE COMPLAINT PROCESS.**
- **ANALYSIS OF THE DATA REVEALS THAT THE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW ON THE COLLECTION OF RACIAL PROFILING DATA.**
- **THE JOSHUA POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW CONCERNING THE REPORTING OF INFORMATION TO TCOLE.**

- **THE JOSHUA POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW REGARDING CCP ARTICLES 2.132-2.134.**

Introduction

This report details an analysis of the Joshua Police Department's policies, training, and statistical information on racial profiling for the year 2021. This report has been prepared to specifically comply with Article 2.132, 2.133, and 2.134 of the Texas Code of Criminal Procedure (CCP) regarding the compilation and analysis of traffic stop data. Specifically, the analysis will address Articles 2.131 – 2.134 of the CCP and make a determination of the level of compliance with those articles by the Joshua Police Department in 2021. The full copies of the applicable laws pertaining to this report are contained in Appendix A.

This report is divided into six sections: (1) Joshua Police Department's policy on racial profiling; (2) Joshua Police Department's training and education on racial profiling; (3) Joshua Police Department's complaint process and public education on racial profiling; (4) analysis of Joshua Police Department's traffic stop data; (5) additional traffic stop data to be reported to TCOLE; and (6) Joshua Police Department's compliance with applicable laws on racial profiling.

For the purposes of this report and analysis, the following definition of racial profiling is used: racial profiling means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity (Texas CCP Article 3.05).

Joshua Police Department Policy on Racial Profiling

A review of Joshua Police Department General Directive 2.2 (Biased Based Policing) revealed that the department has adopted policies to be in compliance with Article 2.132 of the Texas CCP (see Appendix B). There are seven specific requirements mandated by Article 2.132 that a law enforcement agency must address. All seven are covered in Directive 2.2. Joshua Police Department regulations provide clear direction that any form of bias-based profiling is prohibited and that officers found engaging in inappropriate profiling will face corrective action as required by the Code of Criminal Procedure. The regulations also provide a very clear statement of the agency's philosophy regarding equal treatment of all persons regardless of race or ethnicity. Appendix C lists the applicable statute and corresponding Joshua Police Department regulation.

A COMPREHENSIVE REVIEW OF JOSHUA POLICE DEPARTMENT GENERAL DIRECTIVE 2.2 SHOWS THAT THE JOSHUA POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH ARTICLE 2.132 OF THE TEXAS CODE OF CRIMINAL PROCEDURE.

Joshua Police Department Training and Education on Racial Profiling

Texas Occupation Code § 1701.253 and § 1701.402 require that curriculum be established and training certificates issued on racial profiling for all Texas Peace officers. Documentation provided by Joshua Police Department reveals that all officers have received bias-based/racial profiling training.

A REVIEW OF THE INFORMATION PRESENTED AND SUPPORTING DOCUMENTATION REVEALS THAT THE JOSHUA POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH TEXAS LAW ON TRAINING AND EDUCATION REGARDING RACIAL PROFILING.

Joshua Police Department Complaint Process and Public Education on Racial Profiling

Article 2.132 §(b)3-4 of the Texas Code of Criminal Procedure requires that law enforcement agencies implement a complaint process on racial profiling and that the agency provide public education on the complaint process. Joshua Police Department General Directive 2.2 Section IV (F) covers this requirement. In addition, Joshua Police Department has information regarding how to file a complaint on their website (<https://www.cityofjoshuatx.us/police-department/commendations-and-complaints/>). The department has also prepared a brochure on the complaint process.

A REVIEW OF THE DOCUMENTATION PRODUCED BY THE DEPARTMENT IN BOTH PRINT AND ELECTRONIC FORM REVEALS THAT THE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW ON THE RACIAL PROFILING COMPLAINT PROCESS AND PUBLIC EDUCATION ABOUT THE COMPLAINT PROCESS.

Joshua Police Department Statistical Data on Racial Profiling

Article 2.132(b) 6 and Article 2.133 requires that law enforcement agencies collect statistical information on motor vehicle stops in which a ticket, citation, or warning was issued and to arrests made as a result of those stops, in addition to other information noted previously. Joshua Police Department submitted statistical information on all motor vehicle stops in 2021 and accompanying information on the race/ethnicity of the person stopped. Accompanying this data was the relevant information required to be collected and reported by law.

ANALYSIS OF THE DATA REVEALS THAT THE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW ON THE COLLECTION OF RACIAL PROFILING DATA.

Analysis of the Data

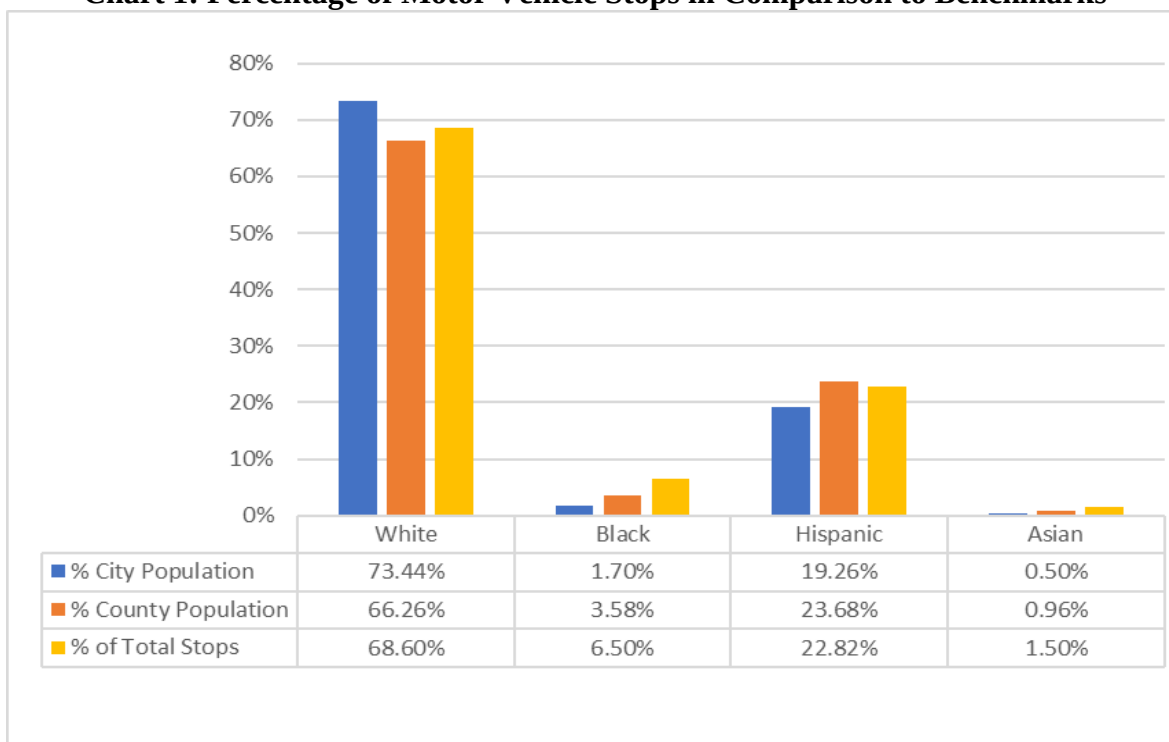
Comparative Analysis #1:

Evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities. Texas Code of Criminal Procedure Article 2.134(c)(1)(A)

The first chart depicts the percentages of people stopped by race/ethnicity among the total 5,461 motor vehicle stops in which a ticket, citation, or warning was issued, including arrests made, in 2021.¹

¹ There were 32 motor vehicle stops of drivers considered Alaska Native/American Indian. These motor vehicle stops were not charted in the first figure of this report due to the small number of cases relative to the population in Joshua and relative to the total number of motor vehicle stops among all drivers (5,461).

Chart 1: Percentage of Motor Vehicle Stops in Comparison to Benchmarks



White drivers constituted 68.60 percent of all drivers stopped, whereas Whites constitute 73.44 percent of the city population and 66.26 percent of the county population.²

Black drivers constituted 6.50 percent of all drivers stopped, whereas Blacks constitute 1.70 percent of the city population and 3.58 percent of the county population.

Hispanic drivers constituted 22.82 percent of all drivers stopped, whereas Hispanics constitute 19.26 percent of the city population and 23.68 percent of the county population.

Asian drivers constituted 1.50 percent of all drivers stopped, whereas Asians constitute 0.50 percent of the city population and 0.96 percent of the county population.

The chart shows that White drivers are stopped at rates lower than the percentage of Whites found in the city population but higher than the percentage of Whites in the county population. Black drivers are stopped at rates higher than the percentage of Blacks found in the city and county population. Hispanic drivers are stopped at rates higher than the percentage of Hispanics found in the city population but lower than the percentage of Hispanics in the county population. Asian drivers are stopped at rates higher than the percentage of Asians found in the city and county population.

² City and County populations were derived from 2020 Decennial Census Redistricting Data (DEC) of the U.S. Census Bureau. City and County populations by gender noted later in this report are based on the most recent 2019 American Community Survey estimates, as the 2020 Decennial Census Redistricting Data (DEC) does not include population counts by gender.

Methodological Issues

Upon examination of the data, it is important to note that differences in overall stop rates of a particular racial or ethnic group, compared to that racial or ethnic group's proportion of the population, cannot be used to make determinations that officers have or have not racially profiled any given individual motorist. Claims asserting racial profiling of an individual motorist from the aggregate data utilized in this report are erroneous.

For example, concluding that a particular driver of a specific race/ethnicity was racially profiled simply because members of that particular racial/ethnic group as a whole were stopped at a higher rate than their proportion of the population—are as erroneous as claims that a particular driver of a specific race/ethnicity could NOT have been racially profiled simply because the percentage of stops among members of a particular racial/ethnic group as a whole were stopped at a lower frequency than that group's proportion of the particular population base (e.g., city or county population). In short, aggregate data as required by law and presented in this report cannot be used to prove or disprove that a member of a particular racial/ethnic group was racially profiled. Next, we discuss the reasons why using aggregate data—as currently required by the state racial profiling law—are inappropriate to use in making claims that any individual motorist was racially profiled.

Issue #1: Using Group-Level Data to Explain Individual Officer Decisions

The law dictates that police agencies compile aggregate-level data regarding the *rates* at which agencies *collectively* stop motorists in terms of their race/ethnicity. These aggregated data are to be subsequently analyzed in order to determine whether or not *individual* officers are “racially profiling” motorists. This methodological error, commonly referred to as the “ecological fallacy,” defines the dangers involved in making assertions about individual officer decisions based on the examination of aggregate stop data. **In short, one cannot prove that an individual officer has racially profiled any individual motorist based on the rate at which a department stops any given group of motorists.** In sum, aggregate level data cannot be used to assess individual officer decisions, but the state racial profiling law requires this assessment.

Issue #2: Problems Associated with Population Base-Rates

There has been considerable debate as to what the most appropriate population “base-rate” is in determining whether or not racial/ethnic disparities exist. The base-rate serves as the benchmark for comparison purposes. The outcome of analyses designed to determine whether or not disparities exist is dependent on which base-rate is used. While this report utilized the most recent 2020 Census as a population base-rate, this population measure can become quickly outdated, can be inaccurate, and may not keep pace with changes experienced in city and county population measures.

In addition, the validity of the benchmark base-rate becomes even more problematic if analyses fail to distinguish between residents and non-residents who are stopped. This is because the existence of significant proportions of non-resident stops will lead to invalid conclusions if racial/ethnic comparisons are made exclusively to resident population figures. **In sum, a valid measure of the driving population does not exist. As a proxy, census data is used which is problematic as an indicator of the driving population.** In addition, stopped motorists who are

not residents of the city or county where the motor vehicle stop occurred are not included in the benchmark base-rate.

Issue #3: Officers Do Not Know the Race/Ethnicity of the Motorist Prior to the Stop

As illustrated in Table 3 near the end of this report, of the 5,461 motor vehicle stops in 2021, the officer knew the race/ethnicity of the motorist prior to the stop in 0.00% of the stops (0/5,461). This percentage is fairly consistent across law enforcement agencies throughout Texas. An analysis of all annual racial profiling reports submitted to the Texas Commission on Law Enforcement, as required by the Texas racial profiling law, found that in 2.9% of the traffic stops in Texas, the officer knew the race/ethnicity of the motorist prior to the stop.³ The analysis included 1,186 Texas law enforcement agencies and more than 3.25 million traffic stops.

As noted, the legal definition of racial profiling in the Texas Code of Criminal Procedure Article 3.05 is “a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.”

In 2021, Joshua PD officers did not know the race/ethnicity of any motorist prior to the stop. This factor further invalidates any conclusions drawn from the stop data presented in Chart 1. If an officer does not know the race/ethnicity of the motorist prior to the stop, then the officer cannot, by legal definition, be racial profiling. Racial profiling is a law-enforcement action based on the race/ethnicity of an individual. If the officer does not know the person's race/ethnicity before the action (in this case, stopping a vehicle), then racial profiling cannot occur.

Based on this factor, post-stop outcomes are more relevant for a racial profiling assessment, as presented later in this report, in comparison to initial motor vehicle stop data disaggregated by race/ethnicity. Once the officer has contacted the motorist after the stop, the officer has identified the person's race/ethnicity and all subsequent actions are more relevant to a racial profiling assessment than the initial stop data.

In short, the methodological problems outlined above point to the limited utility of using aggregate level comparisons of the rates at which different racial/ethnic groups are stopped in order to determine whether or not racial profiling exists within a given jurisdiction.

Table 1 reports the summaries for the total number of motor vehicle stops in which a ticket, citation, or warning was issued, and to arrests made as a result of those stops, by the Joshua Police Department in 2021. Table 1 and associated analyses are utilized to satisfy the comparative analyses as required by Texas law, and in specific, Article 2.134 of the CCP.

Comparative Analysis #2:

Examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of affected persons, as appropriate, including any

³ Winkler, Jordan M. (2016). *Racial Disparity in Traffic Stops: An Analysis of Racial Profiling Data in Texas*. Master's Thesis. University of North Texas.

searches resulting from stops within the applicable jurisdiction. Texas Code of Criminal Procedure Article 2.134(c)(1)(B)

As shown in Table 1, there were a total of 5,461 motor vehicle stops in 2021 in which a ticket, citation, or warning was issued. The table also shows arrests made as a result of those stops. Roughly 48 percent of stops resulted in a written warning and roughly 51 percent resulted in a citation. These actions accounted for roughly 99 percent of all stop actions and will be the focus of the below discussion.

Specific to **written warnings**, White motorists received a written warning in roughly 51 percent of stops involving White motorists (1,906/3,746), Black motorists received a written warning in roughly 48 percent of stops of Black motorists, Hispanic motorists received a written warning in roughly 41 percent of stops of Hispanic motorists, and Asian motorists received a written warning in 50 percent of stops of Asian motorists.

White motorists received a **citation** in roughly 48 percent of stops involving White motorists (1,808/3,746), Black motorists received a citation in roughly 50 percent of stops of Black motorists, Hispanic motorists received a citation in roughly 58 percent of stops of Hispanic motorists, and Asian motorists received a citation in 50 percent of stops of Asian motorists.

Finally, **arrests** were rare in 2021. Of the 5,461 total stops, only 46 arrests [written warning and arrest (20) and citation and arrest (26)] were made in 2021. An arrest occurred in 0.84 percent of all stops.

As illustrated in Table 1, the 46 arrests were based on an **outstanding warrant** (45.65%; 21/46), a **violation of the penal code** (39.13%; 18/46) or **violation of the traffic law** (15.22%; 7/46).

Finally, as presented in Table 1, **physical force resulting in bodily injury** was not used in 2021. Of the 5,461 total stops, no stops involved physical force resulting in bodily injury.

Table 1: Traffic Stops and Outcomes by Race/Ethnicity

Stop Table	White	Black	Hispanic /Latino	Asian /Pacific Islander	Alaska Native /American Indian	Total
Number of Stops	3,746	355	1,246	82	32	5,461
Gender						
Female	1,709	149	451	43	13	2,365
Male	2,037	206	795	39	19	3,096
Reason for Stop						
Violation of Law	20	1	7	0	0	28
Preexisting Knowledge	0	0	0	0	0	0
Moving Traffic Violation	2,828	266	940	62	28	4,124
Vehicle Traffic Violation	898	88	299	20	4	1,309
Result of Stop						
Verbal Warning	0	0	0	0	0	0
Written Warning	1,906	172	510	41	17	2,646
Citation	1,808	179	726	41	15	2,769
Written Warning and Arrest	17	1	2	0	0	20
Citation and Arrest	15	3	8	0	0	26
Arrest	0	0	0	0	0	0
Arrest Based On						
Violation of Penal Code	13	1	4	0	0	18
Violation of Traffic Law	4	1	2	0	0	7
Violation of City Ordinance	0	0	0	0	0	0
Outstanding Warrant	15	2	4	0	0	21
Physical Force Resulting in Bodily Injury Used?						
No	3,746	355	1,246	82	32	5,461
Yes	0	0	0	0	0	0

Comparative Analysis #3:

Evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches. Texas Code of Criminal Procedure Article 2.134(c)(1)(C)

In 2021, a total of 103 **searches** of motorists were conducted, or roughly 2 percent of all stops (103/5,461) resulted in a search (see Table 2). Among searches within each racial/ethnic group, White motorists were searched in roughly 2 percent of all stops of White motorists (67/3,746), Black motorists were searched in roughly 2 percent of all stops of Black motorists (8 total searches), Hispanic motorists were searched in roughly 2 percent of all stops of Hispanic motorists, and Asian motorists were not searched pursuant to a traffic stop in 2021.

As illustrated in Table 2, the most common searches were **probable cause** (47), **incident to arrest** (33), and **consent** (18). These three search categories accounted for 95.15 percent of all searches conducted pursuant to a motor vehicle stop (98/103 total searches).

Regarding searches, it should be further noted that only 18 searches (see Table 2) were based on consent, which are regarded as discretionary as opposed to non-discretionary searches. Relative to the total number of stops (5,461), discretionary consent searches occurred in 0.33 percent of stops.

Of the searches that occurred in 2021, and as shown in Table 2, contraband was discovered in 44 or roughly 43 percent of all searches (44/103 total searches). The majority of contraband discovered in searches was drugs.⁴ Finally, as illustrated in Table 2, when contraband was discovered, motorists were not arrested (0/44 contraband discoveries).⁵

⁴ Note in Table 2 the number of searches where contraband was found was 44, yet under “Description of Contraband”, the total equals 48. This occurs because more than one form of contraband can be discovered in a single search.

⁵ It is expected that the total number of “yes” and “no” with regard to the field “Did Discovery of Contraband Result in Arrest” would equal the number of “yes” under the field “Was Contraband Discovered” for each racial/ethnic group and the total. This did not occur with the data provided.

Table 2: Searches and Outcomes by Race/Ethnicity

Search Table	White	Black	Hispanic /Latino	Asian /Pacific Islander	Alaska Native /American Indian	Total
Search Conducted						
Yes	67	8	28	0	0	103
No	3,679	347	1,218	82	32	5,358
Reason for Search						
Consent	12	0	6	0	0	18
Contraband in Plain View	0	1	0	0	0	1
Probable Cause	29	5	13	0	0	47
Inventory	3	0	1	0	0	4
Incident to Arrest	23	2	8	0	0	33
Was Contraband Discovered						
Yes	26	5	13	0	0	44
No	41	3	15	0	0	59
Description of Contraband						
Drugs	21	4	10	0	0	35
Weapons	1	1	0	0	0	2
Currency	1	0	0	0	0	1
Alcohol	3	0	2	0	0	5
Stolen Property	0	0	0	0	0	0
Other	3	0	2	0	0	5
Did Discovery of Contraband Result in Arrest?						
Yes	0	0	0	0	0	0
No	32	4	10	0	0	43

Comparative Analysis #4:

Information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling. Texas Code of Criminal Procedure Article 2.134(c)(2)

In 2021, internal records indicate that the Joshua Police Department received no complaints alleging that a peace officer employed by the agency engaged in racial profiling.

Additional Analysis:

Statistical analysis of motor vehicle stops relative to the gender population of the agency's reporting area. This analysis is presented in the report based on a December 2020 email sent from TCOLE to law enforcement executives in Texas.

In 2021, 5,461 motor vehicle stops were made by the Joshua Police Department. Of these stops, 2,365 or roughly 43 percent were female drivers (2,365/5,461), and roughly 57 percent were male drivers (see Table 1).

According to 2019 American Community Survey (ACS) city and county population estimates of the U.S. Census Bureau, the City of Joshua was composed of 51.6 percent females and 48.4 percent males. County population 2019 ACS estimates indicate that females accounted for 49.9 percent of the county population and males accounted for 50.1 percent of the county population.

Overall, in 2021, males were stopped at rates higher than their proportion of the city and county populations.

Additional Information Required to be Reported to TCOLE

Table 3 below provides additional information relative to motor vehicle stops in 2021 by the Joshua Police Department. The data are required to be collected by the Joshua Police Department under the Texas Code of Criminal Procedure Article 2.133.

As previously noted, the Joshua Police Department received no complaints alleging that a peace officer employed by the agency engaged in racial profiling in 2021. Furthermore, as previously discussed, of the 5,461 motor vehicle stops in 2021, the officer knew the race/ethnicity of the motorist prior to the stop in 0.00% of the stops (0/5,461).

Table 3: Additional Information

Additional Information	Total
Was Race/Ethnicity Known Prior to Stop	
Yes	0
No	5,461
Approximate Location of Stop	
City Street	1,038
US Highway	0
County Road	93
State Highway	4,330
Private Property/Other	0
Number of Complaints of Racial Profiling	0
Resulted in Disciplinary Action	0
Did Not Result in Disciplinary Action	0

Analysis of Racial Profiling Compliance by Joshua Police Department

The foregoing analysis shows that the Joshua Police Department is fully in compliance with all relevant Texas laws concerning racial profiling, including the existence of a formal policy prohibiting racial profiling by its officers, officer training and educational programs, a formalized complaint process, and the collection and reporting of data in compliance with the law.

In addition to providing summary reports and analysis of the data collected by the Joshua Police Department in 2021, this report also included an extensive presentation of some of the limitations involved in the level of data collection currently required by law and the methodological problems associated with analyzing such data for the Joshua Police Department as well as police agencies across Texas.

Appendix A: Racial Profiling Statutes and Laws

Texas Racial Profiling Statutes

Art. 3.05. RACIAL PROFILING.

In this code, "racial profiling" means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 2, eff. Sept. 1, 2001.

Art. 2.131. RACIAL PROFILING PROHIBITED.

A peace officer may not engage in racial profiling.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Art. 2.132. LAW ENFORCEMENT POLICY ON RACIAL PROFILING.

(a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make motor vehicle stops in the routine performance of the officers' official duties.

(2) "Motor vehicle stop" means an occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance.

(3) "Race or ethnicity" means the following categories:

- (A) Alaska native or American Indian;
- (B) Asian or Pacific Islander;
- (C) black;
- (D) white; and
- (E) Hispanic or Latino.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

- (1) clearly define acts constituting racial profiling;
- (2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's compliment and complaint process, including providing the telephone number, mailing address, and e-mail address to make a compliment or complaint with respect to each ticket, citation, or warning issued by a peace officer;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to motor vehicle stops in which a ticket, citation, or warning is issued and to arrests made as a result of those stops, including information relating to:

(A) the race or ethnicity of the individual detained;

(B) whether a search was conducted and, if so, whether the individual detained consented to the search;

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;

(D) whether the peace officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop;

(E) the location of the stop; and

(F) the reason for the stop; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

(A) the Texas Commission on Law Enforcement; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

(c) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle stops. The agency also shall examine the feasibility of equipping each peace officer who regularly detains or stops motor vehicles with a body worn camera, as that term is defined by Section 1701.651, Occupations Code. If a law enforcement agency installs video or audio equipment or equips peace officers with body worn cameras as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a motor vehicle stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(f) On the commencement of an investigation by a law enforcement agency of a complaint described by Subsection (b)(3) in which a video or audio recording of the occurrence on which the complaint is based was made, the agency shall promptly provide a copy of the recording to the peace officer who is the subject of the complaint on written request by the officer.

(g) On a finding by the Texas Commission on Law Enforcement that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b)(7), the commission shall begin disciplinary procedures against the chief administrator.

(h) A law enforcement agency shall review the data collected under Subsection (b)(6) to identify any improvements the agency could make in its practices and policies regarding motor vehicle stops.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1172 (H.B. 3389), Sec. 25, eff. September 1, 2009.

Acts 2013, 83rd Leg., R.S., Ch. 93 (S.B. 686), Sec. 2.05, eff. May 18, 2013.

Acts 2017, 85th Leg., R.S., Ch. 173 (H.B. 3051), Sec. 1, eff. September 1, 2017.

Acts 2017, 85th Leg., R.S., Ch. 950 (S.B. 1849), Sec. 5.01, eff. September 1, 2017.

Art. 2.133. REPORTS REQUIRED FOR MOTOR VEHICLE STOPS.

(a) In this article, "race or ethnicity" has the meaning assigned by Article 2.132(a).

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of any person operating the motor vehicle who is detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the initial reason for the stop;

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband or other evidence was discovered in the course of the search and a description of the contraband or evidence;

(5) the reason for the search, including whether:

(A) any contraband or other evidence was in plain view;

(B) any probable cause or reasonable suspicion existed to perform the search; or

(C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle;

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;

(7) the street address or approximate location of the stop;

(8) whether the officer issued a verbal or written warning or a ticket or citation as a result of the stop; and

(9) whether the officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop.

(c) The chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is responsible for auditing reports under Subsection (b) to ensure that the race or ethnicity of the person operating the motor vehicle is being reported.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1172 (H.B. 3389), Sec. 26, eff. September 1, 2009.

Acts 2017, 85th Leg., R.S., Ch. 950 (S.B. 1849), Sec. 5.02, eff. September 1, 2017.

Art. 2.134. COMPILATION AND ANALYSIS OF INFORMATION COLLECTED.

(a) In this article:

(1) "Motor vehicle stop" has the meaning assigned by Article 2.132(a).

(2) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each law enforcement agency shall submit a report containing the incident-based data compiled during the previous calendar year to the Texas Commission on Law Enforcement and, if the law enforcement agency is a local law enforcement agency, to the governing body of each county or municipality served by the agency.

(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities;

(B) examine the disposition of motor vehicle stops made by officers employed by the agency,

categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction; and

(C) evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a motor vehicle stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).

(e) The Texas Commission on Law Enforcement, in accordance with Section 1701.162, Occupations Code, shall develop guidelines for compiling and reporting information as required by this article.

(f) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

(g) On a finding by the Texas Commission on Law Enforcement that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b), the commission shall begin disciplinary procedures against the chief administrator.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1172 (H.B. 3389), Sec. 27, eff. September 1, 2009.

Acts 2013, 83rd Leg., R.S., Ch. 93 (S.B. 686), Sec. 2.06, eff. May 18, 2013.

Acts 2017, 85th Leg., R.S., Ch. 950 (S.B. 1849), Sec. 5.03, eff. September 1, 2017.

Art. 2.136. LIABILITY.

A peace officer is not liable for damages arising from an act relating to the collection or reporting of information as required by Article 2.133 or under a policy adopted under Article 2.132.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT.

(a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras, including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship, available revenue, and budget surpluses. The criteria must give priority to:

- (1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;
- (2) smaller jurisdictions; and
- (3) municipal and county law enforcement agencies.

(b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras. The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.

(c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras, the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.

(d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras, the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has taken the necessary actions to use and is using video and audio equipment and body worn cameras for those purposes.

Appendix B: Agency Policy

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Amended by:

Acts 2017, 85th Leg., R.S., Ch. 950 (S.B. 1849), Sec. 5.04, eff. September 1, 2017.

Art. 2.138. RULES.

The Department of Public Safety may adopt rules to implement Articles 2.131-2.137.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Art. 2.1385. CIVIL PENALTY.

(a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in an amount not to exceed \$5,000 for each violation. The attorney general may sue to collect a civil penalty under this subsection.

(b) From money appropriated to the agency for the administration of the agency, the executive director of a state law enforcement agency that intentionally fails to submit the incident-based data as required by Article 2.134 shall remit to the comptroller the amount of \$1,000 for each violation.

(c) Money collected under this article shall be deposited in the state treasury to the credit of the general revenue fund.

Added by Acts 2009, 81st Leg., R.S., Ch. 1172 (H.B. 3389), Sec. 29, eff. September 1, 2009.

Amended by:

Acts 2017, 85th Leg., R.S., Ch. 950 (S.B. 1849), Sec. 5.05, eff. September 1, 2017.



General Directive

2.2 Biased Based Policing

Effective Date 08-31-17

Approved: 
Chief of Police

I. PURPOSE

The purpose of this order is to provide general guidance on reducing the presence of bias in law enforcement actions, to identify key contexts in which bias may influence these actions, and emphasize the importance of the constitutional guidelines within which we operate

II. DEFINITIONS

- A. Biased policing: Stopping, detaining, searching, or attempting to search, or using force against a person based upon his or her race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group.
- B. Ethnicity: A cluster of characteristics that may include race but also cultural characteristics or traits that are shared by a group with a common experience or history.
- C. Race: A category of people of a particular decent, including Caucasian, African, Hispanic, Asian, Middle Eastern, or Native American descent. As distinct from ethnicity, race refers only to physical characteristics sufficiently distinctive to group people under a classification.
- D. Racial profiling: A law-enforcement initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.

III. POLICY

- A. Respect for diversity and equitable enforcement of the law are essential to our mission. Employees shall exercise sworn duties, responsibilities, and obligations in a manner that does not discriminate on the basis of race, sex, gender, sexual orientation, national origin, ethnicity, age, or religion.
- B. Officers are prohibited from engaging in bias-based profiling or stopping, detaining, searching, arresting, or taking any enforcement action including seizure or forfeiture activities, against any person based solely on the person's race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group. These characteristics may form part of reasonable

Bias Based Policing

suspicion or probable cause when officers are seeking a suspect with one or more of these attributes. (TBP: 2.01)

- C. All enforcement detentions or searches shall be based on the standards of reasonable suspicion or probable cause.
- D. Officers shall complete all training required by state law regarding bias- based profiling. (TBP: 2.01)

IV. PROCEDURES

- A. Individuals shall be subjected to stops, seizures, or detentions only upon reasonable suspicion or probable cause that they have committed, are committing, or are about to commit an offense. Officers shall document the elements of reasonable suspicion and probable cause in appropriate reports.
- B. Officers shall not consider race/ethnicity in establishing either reasonable suspicion or probable cause except as provided below.
- C. Officers shall not consider race/ethnicity in deciding to initiate nonconsensual encounters that do not amount to legal detentions or to request consent to search except as provided below.
- D. Officers may take into account the reported race or ethnicity of a specific suspect or suspects based on trustworthy, locally relevant information that links a person or persons of a specific race/ethnicity to a particular unlawful incident(s). Race/ethnicity can never be used as the sole basis for probable cause or reasonable suspicion.
- E. Officers shall not use the refusal or lack of cooperation to justify a search of the person or vehicle or a prolonged detention once reasonable suspicion has been dispelled.
- F. Complaints
 - 1. The department shall publish written documents concerning the complaint process and policy regarding racial profiling and make those available at the police department. The department's complaint process and its bias-based profiling policy will be posted on the city website and be available in the police department lobby.
 - 2. Supervisors and officers shall provide information on the complaint's process anytime it is requested or when circumstances make it seem appropriate.
 - 3. Supervisors shall facilitate the filing of any complaints about law-enforcement service including racial profiling.
 - 4. Complaints alleging incidents of bias-based profiling will be fully investigated.
 - 5. Complainants will be notified of the results of the investigations when the investigation is completed.
 - 6. Supervisors shall identify and correct instances of bias in the work of their subordinates.
 - 7. Corrective action will be taken as required by the Code of Criminal Procedure should an investigation conclude an officer has engaged in racial profiling.
- G. Records and Reporting
 - 1. Officers will on each occasion when a ticket, citation or warning is issued or an arrest made document to the best of their ability:

Bias Based Policing

- a. The race or ethnicity of the individual detained,
 - b. Whether a search was conducted and if the person detained consented to the search and
 - c. Whether he/she knew the race or ethnicity of the person detained before detaining the individual.
2. When a person suffers bodily injury as defined by the penal code as a result of physical force used by the officer and the use of force is not otherwise reportable by policy, the reason for the stop, description of the force used and a description of the bodily injury evident or reported will be documented by in an arrest or incident report.
3. The department will maintain records on traffic stops in accordance with state law.
 - a. Each vehicle traffic stop shall be documented by with a citation or written warning.
 - b. Traffic stops recordings will be maintained for 90 days unless it is submitted as evidence in a criminal or internal disciplinary case.
 - c. An annual report and analysis will be conducted as required by the Code of Criminal Procedure. The report will be submitted to the city council and TCOLE on or before March 1 of each year.

FALSE COMPLAINTS

Sometimes people make false complaints against police department members for variety of reasons. Making a false complaint against a department member, however, is a violation under Texas Penal Code, Section 37.02, which states that a person commits an offense if the person "...makes a false statement under oath or swears to the truth of a false statement previously made; and the statement is required or authorized by law to be made under oath."

A person convicted under this Section can be punished by a fine of up to \$4,000, confinement in jail for up to one year, or both.

A falsely-accused member may also have civil recourse against a person making a false complaint.

COMPLAINANT NOT SATISFIED WITH INVESTIGATION OR ITS FINDINGS

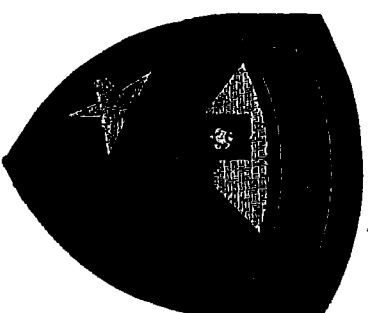
If a complainant is not satisfied with the investigation, with its findings, or with the results, the complainant may appeal to the police chief, to the city manager, or may pursue the matter in court.

Service
Teamwork
Accountability
Integrity
Respect

Citizen Complaints
Against

Joshua Police
Department
Members

Joshua Police Department
102 S. Main St.
Joshua, TX 76058
817-558-3197
817-645-1874 (fax)



Policy Statement

The Joshua Police Department is dedicated to providing the most competent and professional service possible to all the citizens of Joshua. Police Department members are carefully selected and trained in order to provide the level of service that is expected.

At times, a customer may be displeased with the level of service that was provided or with the conduct of a Joshua Police Department member and will file a complaint. In order to be responsive to the complaint, the police department is providing the following information about how complaints are filed, investigated, and resolved.

HOW ARE COMPLAINTS MADE?

Time Limits to File Complaint. Barring extenuating circumstances, complaints against police department members must be made within 30 days of the alleged misconduct.

Processing Complaint. Any person in the police department may receive a complaint from a customer. The complaint will be forwarded to the police department administration. The administration will classify the complaint into one or both of the following categories: "administrative", if the alleged misconduct is not a criminal act, or "criminal", if the alleged misconduct includes a criminal act.

Form of Complaint. Under Texas state law, a complaint against a police officer must be made under oath, be in writing, and be signed by the complainant before the investigation can be proceed. The police department will not investigate any complaint against any member of the department unless the complaint is in writing, is signed, and is sworn to under oath by the complainant.

INVESTIGATION OF COMPLAINT

Assignment of Complaint. Administrative investigations (noncriminal) will be assigned to either the accused member's supervisor or to an internal affairs investigator, depending on the allegation. Allegations involving a criminal act will be assigned to the Criminal Investigations Division.

Member's Rights During Investigation. The member against whom the complaint is being lodged:

- will receive a copy of the complaint and will be given an opportunity to respond to the complaint.
- will be accorded all federal and state Constitutional and statutory rights and privileges.
- may not be required to submit to a polygraph examination unless the complainant submits to and passes a polygraph examination.

FINDINGS OF COMPLAINT

A complaint finding will be classified into one of the following general categories:

- **Sustained** - the evidence is sufficient to support the allegation.
- **Unfounded** - the alleged misconduct, if committed, did not constitute a violation of policy or law.
- **Exonerated**-the evidence indicates the member's conduct was justified by policy, by law, or by the circumstances that were present at the time of the alleged conduct.
- **Policy failure**- the member committed the alleged misconduct, but a policy did not adequately address the conduct.
- **False or untrue**-the alleged misconduct never occurred. (See false complaints, below.)

VALID COMPLAINTS

When the investigation of the complaint reveals that the allegation is valid and the complaint should be sustained, the accused member may be assessed any of the following forms of disciplinary action:

- Remedial training
- Counseling
- Reprimand
- Suspension
- Demotion
- Termination

The City of Joshua Personnel Manual and the Joshua Police Department Operations Manual provide for an appeal process if the member is adversely affected by the findings of the investigation.

COMMENDATIONS AND COMPLAINTS

Commendations

The Police Department is eager to learn of instances where you feel an officer or civilian employee performed in an exemplary manner. Commendations, like complaints, help the organization gauge overall satisfaction with our performance. We encourage you to share your opinions regarding Joshua Police Department employees by calling the on-duty supervisor or sending an email or letter.

Complaints

The Joshua Police Department seeks to maintain public confidence in the ability of the department to investigate and properly adjudicate complaints against its members. A person wishing to make a complaint against a member of the department, including the complaint of racial profiling associated with a citation, ticket or warning, may contact the department by phone, by mail, email or in person. The person who was wronged must file the complaint; other persons may give statements as witnesses.

After hours complaints requiring immediate assistance may be routed to an on-duty police supervisor. To contact a Joshua Police Department supervisor after business hours call the Johnson County Sheriff's Office Dispatch Center at 817-556-6058. Except in extenuating circumstances, a complaint is not accepted more than ninety (90) days after an incident occurs.

Texas law requires that all complaints against police officers be in writing and signed by the person making the complaint. If a person knowingly and intentionally makes a false statement under oath or swears to the truth of a false statement previously made under oath, a person may be found guilty of Perjury and punished by a fine up to \$4,000, confinement in jail up to one year, or by both fine and imprisonment.

Department Address:

102 South Main Street Joshua, Texas 76058

Phone 817-558- 3194

sshort@cityofjoshuatx.us

Appendix C: Racial Profiling Laws and Corresponding Standard Operating Procedures

Texas CCP Article	JOSHUA POLICE DEPARTMENT General Directive 2.2 (Biased Based Policing)
2.132(b)1	Definitions Section (II)
2.132(b)2	Policy Section (III)
2.132(b)3	Complaints Section (IV F)
2.132(b)4	Complaints Section (IV F) & Website & Agency Brochure
2.132(b)5	Complaints Section (IV F)
2.132(b)6	Records and Reporting (IV G)
2.132(b)7	Records and Reporting (IV G)



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

City Council Present: Joe Hollarn, Mayor; Rick DePriest, Place 1; Mike Kidd, Place 2; Merle Breitenstein, Place 4; Robert Fleming, Place 5; and Scott Kimble, Place 6

City Council Present by Zoom: Angela Nichols, Place 3

City Council Absent: None

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

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

Join Zoom Meeting:

<https://us02web.zoom.us/j/86186902620?pwd=QmxmaXZaakNFSUpnQm1jT1I3T1ZOZz09>

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

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

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

A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

B. PLEDGE OF ALLEGIANCE

1. United States of America
2. Texas Flag

Councilmember Fleming led the pledge to the flags.

C. INVOCATION

Councilmember Kimble gave the invocation.

D. WORK SESSION

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

No discussion regarding item D1.

2. Discuss, consider, and give direction regarding filing a grant submission application through the Federal Emergency Management Agency's Assistance to Firefighter's Grant program to purchase a prefabricated training structure and associated items needed for installation. (Staff Resource: T. Griffith)

Fire Chief Griffith ask for direction regarding filing a grant application to purchase a prefabricated training structure and associated items. Chief Griffith stated that the structure would be shared with the mutual aid partners. In addition, he stated that the grant would be \$310,000 and the city match is 5%.

Council gave direction to move forward with the filing of the application.

3. Questions regarding Regular Session agenda items.

No discussion regarding item D3.

E. PUBLIC FORUM, PRESENTATIONS, AND RECOGNITION:

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

F. CONSENT AGENDA

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

Councilmember Breitenstein moved to approve the Consent Agenda. Councilmember Kimble seconded the motion. The motion passed unanimously (6-0-0).

G. REGULAR AGENDA

1. Public hearing on a zoning change request regarding approximately 36.283 acres of land known as Tracts 1A & 1A2, in the T.W. Baird Survey, Abstract No. 40, County of Johnson, Texas located at 1301 S. Broadway Street to change from (C1) Restricted Commercial District to the (R1) Single Family Residential District to allow for the construction of two residential homes. (Staff Resource: A. Maldonado)
 - Staff Presentation
 - Owner's Presentation
 - Those in Favor
 - Those Against
 - Owner's Rebuttal

Mayor Hollarn opened the public hearing regarding a zoning change request regarding approximately 36.283 acres of land known as Tracts 1A & 1A2, in the T.W. Baird Survey, Abstract No. 40, County of Johnson, Texas located at 1301 S. Broadway Street to change from (C1) Restricted Commercial District to the (R1) Single Family Residential District to allow for the construction of two residential homes at 6:45 pm.

Staff Presentation:

Development Services Director Maldonado read the following statement:

The subject property has been vacant but has floodplain issues, a gas well pad site, and various easements that prevent much of the property from being developed. This property is zoned (C1) Restricted Commercial District. The proposed development of this property is to allow for the property to be platted as two lots for the construction of a residential home on each lot. This development will be required to final plat, the City has agreed that these matters may be part of the platting review process. The proposed request complies with the Future Land Use Plan. On January 03, 2022, the Planning & Zoning Commission made a recommendation to the City Council for approval.

After no more comments were made, Mayor Hollarn closed the public hearing at 6:47 pm.

2. Discuss, consider, and possible action approving an Ordinance for a zoning change regarding approximately 36.283 acres of land known as Tracts 1A & 1A2, in the T.W. Baird Survey, Abstract No. 40, County of Johnson, Texas located at 1301 S. Broadway Street to change from (C1) Restricted Commercial District to the (R1) Single Family Residential District to allow for the construction of two residential homes. (Staff Resource: A. Maldonado)

Councilmember Kimble moved to approve approving an Ordinance for a zoning change regarding approximately 36.283 acres of land known as Tracts 1A & 1A2, in the T.W. Baird Survey, Abstract No. 40, County of Johnson, Texas located at 1301 S. Broadway Street to change from (C1) Restricted Commercial District to the (R1) Single Family Residential District to allow for the construction of two residential homes. Councilmember Breitenstein seconded the motion. The motion passed unanimously (6-0-0).

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

Councilmember Kidd moved to approve an Ordinance by the City Council of the City of Joshua, Texas authorizing the issuance of "City of Joshua, Texas Tax Notes, Series 2022", levying an annual ad valorem tax. Councilmember DePriest seconded the motion. The motion passed unanimously (6-0-0).

4. Discuss, consider, and possible action regarding a request to authorize the painting of the business name on the front of the building located at 107 N. Main Street-Suite B. (Staff Resource: A. Maldonado)

Councilmember Fleming moved to approve a request to authorize the painting of the business name on the front of the building located at 107 N. Main Street-Suite B. Councilmember DePriest seconded the motion. The motion passed unanimously (6-0-0).

H. STAFF REPORT

January 2022

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

I. EXECUTIVE SESSION

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

1. Pursuant to Section 551.071, consultation with the City Attorney regarding legal issues associated with agreements pursuant to Chapter 43 of the Texas Local Government Code, and all matters incident and related thereto.
2. In accordance with the Texas Government Code, Section 551.074; To deliberate regarding the appointment, employment, and evaluation of a public officer or employee.

(a) Municipal Judge

Mayor Hollarn announced that the City Council will recess into Executive Session at 7:08 pm.

J. RECONVENE INTO REGULAR SESSION

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

Mayor Hollarn reconvened the meeting into a regular session at 8:59 pm.

K. FUTURE AGENDA ITEMS/REQUESTS BY COUNCILMEMBERS TO BE ON THE NEXT AGENDA

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

L. ADJOURNMENT

Mayor Hollarn adjourned the meeting at 7:59 PM.

Joe Hollarn, Mayor

ATTEST:

Alice Holloway, TRMC
City Secretary

Approved: February 17, 2022

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, ORDERING A SPECIAL ELECTION TO BE HELD ON SATURDAY, MAY 7, 2022 FOR THE PURPOSE OF ELECTING A COUNCIL MEMBER PLACE 6 FOR THE REMAINDER OF AN UNEXPIRED THREE (3) YEAR TERM; PROVIDING FOR THE DESIGNATION OF THE POLLING PLACE AND MANNER OF HOLDING SAID ELECTION; PROVIDING FOR THE DESIGNATION OF THE EARLY VOTING POLLING PLACE; PROVIDING FOR THE DESIGNATION OF THE EARLY VOTING CLERK; PROVIDING FOR THE POSTING AND PUBLICATION OF NOTICE; PROVIDING FOR THE APPOINTMENT OF ELECTION OFFICERS; PROVIDING A SEVERABILITY AND CONFLICTS CLAUSE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

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

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

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

SECTION 1

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

SECTION 2

A special election of the City shall be held on May 7, 2022, between the hours of 7:00 a.m. and 7:00 p.m., for the purpose of electing a **Council Member Place 6** for the remainder of an unexpired three (3) year term.

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

SECTION 3

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

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

SECTION 4

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

SECTION 5

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

SECTION 6

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

SECTION 7

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

SECTION 8

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

SECTION 9

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

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

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

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

SECTION 10

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

SECTION 11

This Ordinance shall take effect from and after its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, ON THIS THE 17th DAY OF FEBRUARY 2022.

Joe Hollarn, Mayor

ATTEST:

Alice Holloway, City Secretary

APPROVED AS TO FORM:

Terrence S. Welch, City Attorney



**City Council Agenda
February 17, 2022**

Agenda Item: G1 Agreement (Action Item)

Agenda Description:

Discuss, consider, and possible action on a Development Agreement between the City of Joshua, Texas and Cross Timbers Real Estate and Development relative to the development of Phase 5, Cooper Valley; and authorize the City Manager to sign the agreement.

Background Information:

The final plat of Cooper Valley Phase 5 was approved on June 7, 2021 by the Planning and Zoning Commission. 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.

Financial Information:

N/A

City Contact and Recommendations:

Aaron Maldonado, Development Services Director
Staff recommends approval

Attachments:

1. Development Agreement
2. Exhibit A- Legal Description
3. Exhibit B- Final Plat

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between the City of Joshua, Texas ("City"), and Cross Timbers Real Estate and Development, 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, on or about July 17, 2008, the City adopted Ordinance No. 458-2008, consisting of a planned development and concept plan for the Cooper Valley subdivision ("Cooper Valley") in the City; and

WHEREAS, at the present time Owner has final platted Phase 5 of Cooper Valley (the "Property," a legal description of which is attached hereto as Exhibit 1, and the Final Plat, a copy of which is attached hereto Exhibit 2, both of which exhibits are incorporated by reference) and 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 the development obligations and understandings relative to the development of Cooper Valley.

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 with a minimum of eighty percent (80%) masonry veneer, with one hundred percent (100%) masonry veneer on the front of each single-family residential structure. For purposes of this Agreement, "masonry" is defined as that form of construction composed of brick, stone or decorative split face block or combination of these materials laid up unit by unit and set in mortar with a natural finish; and "masonry" shall not include exterior insulated finish systems (EIFS).

2. **Construction of Public Improvements.** Prior to the issuance of a building permit for any single-family residential structure on the Property, Owner shall construct all necessary public improvements thereon, including streets, sidewalks and drainage improvements. All public improvements shall be constructed in accordance with City

ordinances and construction standards, and shall be acceptable and approved by the City Engineer. Any exception to these requirements shall be subject to applicable City ordinances with approval by the City Council of such exception.

3. **Two-Year Maintenance Bond.** Upon the City's acceptance of the Public Improvements, 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. **Applicability of City Ordinances.** Owner shall be in full compliance with all City ordinances applicable to the development of Cooper Valley 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.

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

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

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

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

If to Owner: Cross Timbers Real Estate and Development, LLC
6029 Forest Highlands Drive
Fort Worth, Texas 76132
Attention: Dan Thomas

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

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

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

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

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

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

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

15. **Notification of Sale or Transfer; Assignment of Agreement.** With respect to any sale or transfer of the Property occurring prior to City 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.

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

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

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

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

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

21. **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.

22. **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.

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

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

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

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

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

CITY:

THE CITY OF JOSHUA, TEXAS

By: _____

Name: Mike Peacock

Title: City Manager, City of Joshua

STATE OF TEXAS)

COUNTY OF JOHNSON)

This instrument was acknowledged before me on the ____ day of _____, 2022, by Mike Peacock, City Manager of the City of Joshua, Texas, on behalf of the City of Joshua, Texas.

Notary Public, State of Texas

My Commission Expires: _____

OWNER:

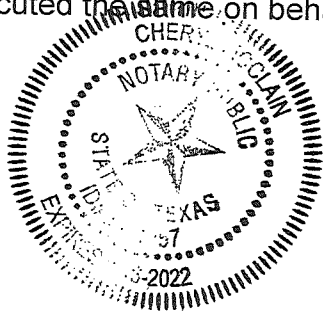
CROSS TIMBERS REAL ESTATE AND
DEVELOPMENT, LLC



By: Dan Thomas, Its President

STATE OF TEXAS)
)
COUNTY OF TARRANT)

This instrument was acknowledged before me on the 8 day of February, 2022, by Dan Thomas on behalf of Cross Timbers Real Estate and Development, 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: 8-16-22

EXHIBIT A
(Property Description)

EXHIBIT B
(Final Plat of Cooper Valley, Phase 5)

Legal Description:

BEGINNING AT A FOUND 1/2" STEEL ROD AT THE NORTHEAST CORNER OF SAID LOT 10X, AND IN THE WEST LINE OF THAT TRACT CONVEYED TO CLIFFORD WAYNE SHIPLEY ET AL, BY WARRANTY DEED RECORDED IN VOLUME 2018, PAGE 420 OF SAID DEED RECORDS;

THENCE SOUTH 00°29'49" EAST ALONG THE WEST LINE OF SAID SHIPLEY TRACT AND THE EAST LINE OF SAID LOT 10X, AT 3.77 FEET PASSING THE SOUTHEAST CORNER THEREOF, AND CONTINUING ALONG THE WEST LINE OF SAID SHIPLEY TRACT AND THE EAST LINE OF SAID CROSS TIMBERS TRACT, IN ALL 1,146.00 FEET TO A POINT IN THE CENTERLINE OF STADIUM DRIVE;

THENCE SOUTH 89°25'13" WEST ALONG THE SOUTH LINE OF SAID CROSS TIMBERS TRACT AND THE CENTERLINE OF SAID STADIUM DRIVE, 584.96 FEET TO THE SOUTHEAST CORNER OF THAT 1.0431 ACRE TRACT CONVEYED TO THE JOSHUA INDEPENDENT SCHOOL DISTRICT (JISD) BY SPECIAL WARRANTY DEED RECORDED IN VOLUME 4524, PAGE 326, OF SAID DEED RECORDS;

THENCE NORTH 00°27'08" WEST ALONG THE EAST LINE OF SAID JISD TRACT, 699.08 FEET TO A SET 1/2" STEEL ROD AT THE NORTHEAST CORNER THEREOF;

THENCE SOUTH 89°31'38" WEST ALONG THE NORTH LINE OF SAID JISD TRACT, AT 65.00 FEET PASSING THE NORTHWEST CORNER THEREOF AND CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF HENDERSON STREET, A 50 FEET WIDE PUBLIC STREET AND THE SOUTH LINE OF SAID CROSS TIMBERS TRACT, IN ALL 484.12 FEET TO SET 1/2" STEEL ROD AT THE WESTERLY SOUTHWEST CORNER OF SAID CROSS TIMBERS TRACT AND THE SOUTHEAST CORNER OF THAT TRACT CONVEYED TO JIMMY ROSS SHIPLEY BY DEED RECORDED IN VOLUME 704, PAGE 574 OF SAID DEED RECORDS;

THENCE NORTH 00°28'48" WEST ALONG THE WEST LINE OF SAID CROSS TIMBERS TRACT AND THE EAST LINE OF SAID SHIPLEY TRACT, AND THE EAST LINE OF THAT TRACT CONVEYED TO FREDDIE DUKE AND WIFE, CHERYL DUKE BY WARRANTY DEED RECORDED IN VOLUME 1242, PAGE 192, OF SAID DEED RECORDS, 280.87 FEET TO A FOUND 1/2" STEEL ROD AT THE SOUTHWEST CORNER OF LOT 17, BLOCK 8, COOPER VALLEY, PHASE 3A, AN ADDITION TO THE CITY OF JOSHUA, JOHNSON COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 10, PAGE 613, DRAWER E, OF SAID PLAT RECORDS;

THENCE ALONG THE SOUTH LINE OF SAID COOPER VALLEY, PHASE 3-A THE FOLLOWING SEVEN CALLS:

NORTH 89°53'29" EAST, 367.70 FEET TO A FOUND 1/2" STEEL ROD;
NORTH 84°03'21" EAST, 130.68 FEET TO A FOUND 1/2" STEEL ROD;
NORTH 00°06'31" WEST, 33.95 FEET TO A FOUND 1/2" STEEL ROD;
NORTH 81°43'55" EAST, 166.87 FEET TO A SET 1/2" STEEL ROD IN THE EAST RIGHT-OF-WAY LINE OF ALEXANDRIA LANE, A 50 FEET WIDE PUBLIC STREET, AND IN A CURVE TO THE LEFT WHOSE RADIUS BEARS SOUTH 76°34'09" WEST, 625.00 FEET;
ALONG THE EAST RIGHT-OF-WAY LINE OF SAID ALEXANDRIA LANE AND ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 01°56'09", AN ARC LENGTH OF 21.12 FEET (LONG CHORD BEARS NORTH 14°23'56" WEST, 21.11 FEET) TO A SET 1/2" STEEL ROD AT THE END OF THIS CURVE;
NORTH 15°22'00" WEST ALONG THE EAST RIGHT-OF-WAY LINE OF SAID ALEXANDRIA LANE, 2.20 FEET TO A FOUND 1/2" STEEL ROD AT THE SOUTHWEST CORNER OF LOT 28, BLOCK 11 OF SAID COOPER VALLEY, PHASE 3A;
NORTH 89°30'11" EAST, 120.36 FEET TO A FOUND 1/2" STEEL ROD AT THE SOUTHEAST CORNER OF SAID LOT 28, BLOCK 11;

THENCE NORTH 15°22'00" WEST ALONG THE EAST LINE OF SAID LOT 28, BLOCK 11, AT 47.88 FEET PASSING THE SOUTH LINE OF SAID LOT 1X, BLOCK 13, AND CONTINUING IN ALL, 79.38 FEET TO A FOUND 1/2" STEEL ROD AT THE NORTHEAST CORNER OF SAID LOT 28, BLOCK 11, AND IN THE SOUTH RIGHT-OF-WAY LINE OF LIGHTHOUSE COURT, A 50 FEET WIDE PUBLIC STREET;

THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID LIGHTHOUSE COURT AND THE SOUTH TERMINUS OF THE RIGHT-OF-WAY OF WATERFORD WAY, A 50 FEET WIDE PUBLIC STREET, THE FOLLOWING SEVEN CALLS:

NORTH 89°59'53" EAST, 33.75 FEET TO A SET 1/2" STEEL ROD AT THE BEGINNING OF A CURVE TO THE LEFT WHOSE RADIUS BEARS NORTH 00°00'07" WEST, 325.00 FEET;
ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 13°23'09", AN ARC LENGTH OF 75.93 FEET (LONG CHORD: NORTH 83°18'18" EAST, 75.76 FEET) TO A SET 1/2" STEEL ROD AT THE END OF THIS CURVE;
SOUTH 62°49'05" EAST, 14.99 FEET TO A SET 1/2" STEEL ROD;
SOUTH 21°22'00" EAST, 21.67 FEET TO A SET 1/2" STEEL ROD;
NORTH 84°17'36" EAST, 51.90 FEET TO A SET 1/2" STEEL ROD AT THE SOUTHWEST CORNER OF SAID LOT 10X, BLOCK 10, AND IN A CURVE TO THE LEFT WHOSE RADIUS BEARS SOUTH 69°23'23" WEST, 311.79 FEET;
ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 00°45'23", AN ARC LENGTH OF 4.12 FEET (LONG CHORD BEARS NORTH 20°59'18" WEST, 4.12 FEET) TO A SET 1/2" STEEL ROD AT THE END OF THIS CURVE;
NORTH 21°22'00" WEST, 13.48 FEET TO A FOUND 1/2" STEEL ROD AT THE NORTHWEST CORNER OF SAID LOT 10X AND THE SOUTHWEST CORNER OF LOT 9, BLOCK 10 OF SAID COOPER VALLEY, PHASE 2-B2;

THENCE NORTH 89°53'29" EAST ALONG THE NORTH LINE OF SAID LOT 10X AND THE SOUTH LINE OF SAID LOT 9, 135.26 FEET TO THE POINT OF BEGINNING AND CONTAINING 17.8290 ACRES (776,631 SQUARE FEET) OF LAND, MORE OR LESS.

STATE OF TEXAS
COUNTY OF TARRANT

OWNER'S DEDICATION

WHEREAS, CROSS TIMBERS REAL ESTATE AND DEVELOPMENT, LLC, ACTING BY AND THROUGH THE UNDER SIGNED, ITS DULY AUTHORIZED AGENT, IS THE SOLE OWNER OF A TRACT OF LAND OUT OF THE MCKINNEY & WILLIAMS SURVEY, ABSTRACT NO. 636, JOHNSON COUNTY, TEXAS, BEING A PORTION OF THAT 24.405 ACRE TRACT CONVEYED TO CROSS TIMBERS REAL ESTATE AND DEVELOPMENT, LLC BY SPECIAL WARRANTY DEED RECORDED IN VOLUME 3584, PAGE 42, DEED RECORDS, JOHNSON COUNTY, TEXAS, PORTIONS OF WHICH WERE PLATTED AS LOT 10X, BLOCK 10, AND LOT 1X, BLOCK 13, COOPER VALLEY, PHASE 2-B2, AN ADDITION TO THE CITY OF JOSHUA, JOHNSON COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 10, PAGE 66, DRAWER D, PLAT RECORDS, JOHNSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND 1/2" STEEL ROD AT THE NORTHEAST CORNER OF SAID LOT 10X, AND IN THE WEST LINE OF THAT TRACT CONVEYED TO CLIFFORD WAYNE SHIPLEY ET AL. BY WARRANTY DEED RECORDED IN VOLUME 2018, PAGE 420 OF SAID DEED RECORDS;

THENCE SOUTH 00°29'49" EAST ALONG THE WEST LINE OF SAID SHIPLEY TRACT AND THE EAST LINE OF SAID LOT 10X, AT 3.77 FEET PASSING THE SOUTHEAST CORNER THEREOF, AND CONTINUING ALONG THE WEST LINE OF SAID SHIPLEY TRACT AND THE EAST LINE OF SAID CROSS TIMBERS TRACT, IN ALL 1,146.00 FEET TO A POINT IN THE CENTERLINE OF STADIUM DRIVE;

THENCE SOUTH 89°25'13" WEST ALONG THE SOUTH LINE OF SAID CROSS TIMBERS TRACT AND THE CENTERLINE OF SAID STADIUM DRIVE, 584.96 FEET TO THE SOUTHEAST CORNER OF THAT 1.0431 ACRE TRACT CONVEYED TO THE JOSHUA INDEPENDENT SCHOOL DISTRICT (JISD) BY SPECIAL WARRANTY DEED RECORDED IN VOLUME 4524, PAGE 326, OF SAID DEED RECORDS;

THENCE NORTH 00°27'08" WEST ALONG THE EAST LINE OF SAID JISD TRACT, 699.08 FEET TO A SET 1/2" STEEL ROD AT THE NORTHEAST CORNER THEREOF;

THENCE SOUTH 89°31'38" WEST ALONG THE NORTH LINE OF SAID JISD TRACT, AT 65.00 FEET PASSING THE NORTHWEST CORNER THEREOF AND CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF HENDERSON STREET, A 50 FEET WIDE PUBLIC STREET, AND THE SOUTH LINE OF SAID CROSS TIMBERS TRACT, IN ALL 484.12 FEET TO SET 1/2" STEEL ROD AT THE WESTERLY SOUTHWEST CORNER OF SAID CROSS TIMBERS TRACT AND THE SOUTHEAST CORNER OF THAT TRACT CONVEYED TO JIMMY ROSS SHIPLEY BY DEED RECORDED IN VOLUME 704, PAGE 574 OF SAID DEED RECORDS;

THENCE NORTH 00°28'48" WEST ALONG THE WEST LINE OF SAID CROSS TIMBERS TRACT AND THE EAST LINE OF SAID SHIPLEY TRACT, AND THE EAST LINE OF THAT TRACT CONVEYED TO FREDDIE DUKE AND WIFE, CHERYL DUKE BY WARRANTY DEED RECORDED IN VOLUME 1242, PAGE 192, OF SAID DEED RECORDS, 280.87 FEET TO A FOUND 1/2" STEEL ROD AT THE SOUTHWEST CORNER OF LOT 17, BLOCK 8, COOPER VALLEY, PHASE 2-B2, AN ADDITION TO THE CITY OF JOSHUA, JOHNSON COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 10, PAGE 613, DRAWER E, OF SAID PLAT RECORDS;

THENCE ALONG THE SOUTH LINE OF SAID COOPER VALLEY, PHASE 3-A THE FOLLOWING SEVEN CALLS:
NORTH 89°53'29" EAST, 367.70 FEET TO A FOUND 1/2" STEEL ROD;
NORTH 84°03'21" EAST, 130.68 FEET TO A FOUND 1/2" STEEL ROD;
NORTH 00°06'31" WEST, 33.95 FEET TO A FOUND 1/2" STEEL ROD;
NORTH 81°43'55" EAST, 166.87 FEET TO A SET 1/2" STEEL ROD IN THE EAST RIGHT-OF-WAY LINE OF ALEXANDRIA LANE, A 50 FEET WIDE PUBLIC STREET, AND IN A CURVE TO THE LEFT WHOSE RADIUS BEARS SOUTH 76°34'09" WEST, 625.00 FEET;
ALONG THE EAST RIGHT-OF-WAY LINE OF SAID ALEXANDRIA LANE AND ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 01°56'09", AN ARC LENGTH OF 21.12 FEET (LONG CHORD BEARS NORTH 14°23'56" WEST, 21.11 FEET) TO A SET 1/2" STEEL ROD AT THE END OF THIS CURVE;
NORTH 15°22'00" WEST ALONG THE EAST RIGHT-OF-WAY LINE OF SAID ALEXANDRIA LANE, 2.20 FEET TO A FOUND 1/2" STEEL ROD AT THE SOUTHWEST CORNER OF LOT 28, BLOCK 11 OF SAID COOPER VALLEY, PHASE 3A;
NORTH 89°30'11" EAST, 120.36 FEET TO A FOUND 1/2" STEEL ROD AT THE SOUTHEAST CORNER OF SAID LOT 28, BLOCK 11;

THENCE NORTH 15°22'00" WEST ALONG THE EAST LINE OF SAID LOT 28, BLOCK 11, AT 47.88 FEET PASSING THE SOUTH LINE OF SAID LOT 1X, BLOCK 13, AND CONTINUING IN ALL 79.38 FEET TO A FOUND 1/2" STEEL ROD AT THE NORTHEAST CORNER OF SAID LOT 28, BLOCK 11, AND IN THE SOUTH RIGHT-OF-WAY LINE OF LIGHTHOUSE COURT, A 50 FEET WIDE PUBLIC STREET;

THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID LIGHTHOUSE COURT AND THE SOUTH TERMINUS OF THE RIGHT-OF-WAY OF WATERFORD WAY, A 50 FEET WIDE PUBLIC STREET, THE FOLLOWING SEVEN CALLS:
NORTH 89°59'53" EAST, 33.75 FEET TO A SET 1/2" STEEL ROD AT THE BEGINNING OF A CURVE TO THE LEFT WHOSE RADIUS BEARS NORTH 00°00'00" WEST, 325.00 FEET;
ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 13°23'09", AN ARC LENGTH OF 75.93 FEET (LONG CHORD: NORTH 87°18'18" EAST, 78.78 FEET) TO A SET 1/2" STEEL ROD AT THE END OF THIS CURVE;

SOUTH 62°49'05" EAST, 14.99 FEET TO A SET 1/2" STEEL ROD;
SOUTH 21°22'00" EAST, 21.67 FEET TO A SET 1/2" STEEL ROD;
NORTH 84°17'36" EAST, 51.90 FEET TO A SET 1/2" STEEL ROD AT THE SOUTHWEST CORNER OF SAID LOT 10X, BLOCK 10, AND IN A CURVE TO THE LEFT WHOSE RADIUS BEARS SOUTH 69°23'23" WEST, 311.79 FEET;
ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 00°45'23", AN ARC LENGTH OF 4.12 FEET (LONG CHORD BEARS NORTH 20°58'18" WEST, 4.12 FEET) TO A SET 1/2" STEEL ROD AT THE END OF THIS CURVE;

NORTH 12°22'00" WEST, 13.48 FEET TO A FOUND 1/2" STEEL ROD AT THE NORTHEAST CORNER OF SAID LOT 10X AND THE SOUTHWEST CORNER OF LOT 9, BLOCK 10 OF SAID COOPER VALLEY, PHASE 2-B2;

THENCE NORTH 89°53'29" EAST ALONG THE NORTH LINE OF SAID LOT 10X AND THE SOUTH LINE OF SAID LOT 9, 135.26 FEET TO THE POINT OF BEGINNING AND CONTAINING 17.8290 ACRES (776,631 SQUARE FEET) OF LAND, MORE OR LESS.

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS: THAT CROSS TIMBERS REAL ESTATE AND DEVELOPMENT, LLC, BY AND THROUGH THE UNDERSIGNED, ITS DULY AUTHORIZED AGENT, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREINAFOVE DESCRIBED PROPERTY AS

LOTS 24-49, BLOCK 8, LOTS 10-26, BLOCK 10,
AND LOTS 1-27, BLOCK 11, COOPER VALLEY, PHASE 3
AN ADDITION TO THE CITY OF JOSHUA, JOHNSON COUNTY, TEXAS

AND I DO HEREBY DEDICATE THE RIGHTS OF WAY, (ALLEYS, PARKS) AND EASEMENTS SHOWN THEREON TO THE PUBLIC'S USE UNLESS OTHERWISE NOTED. THERE ARE NO LIENS AGAINST THE PROPERTY.

WITNESS MY HAND AT FORT WORTH, TARRANT COUNTY, TEXAS, THIS _____ DAY OF _____, 2021.

DAN THOMAS, PRESIDENT
CROSS TIMBERS REAL ESTATE AND DEVELOPMENT, LLC

STATE OF TEXAS
COUNTY OF TARRANT

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DAN THOMAS, PRESIDENT OF CROSS TIMBERS REAL ESTATE AND DEVELOPMENT, LLC, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE ABOVE AND FOREGOING INSTRUMENT, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION EXPRESSED AND IN THE CAPACITY THEREIN STATED AND AS THE ACT AND DEED OF SAID COMPANY.

GIVEN UPON MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2021.

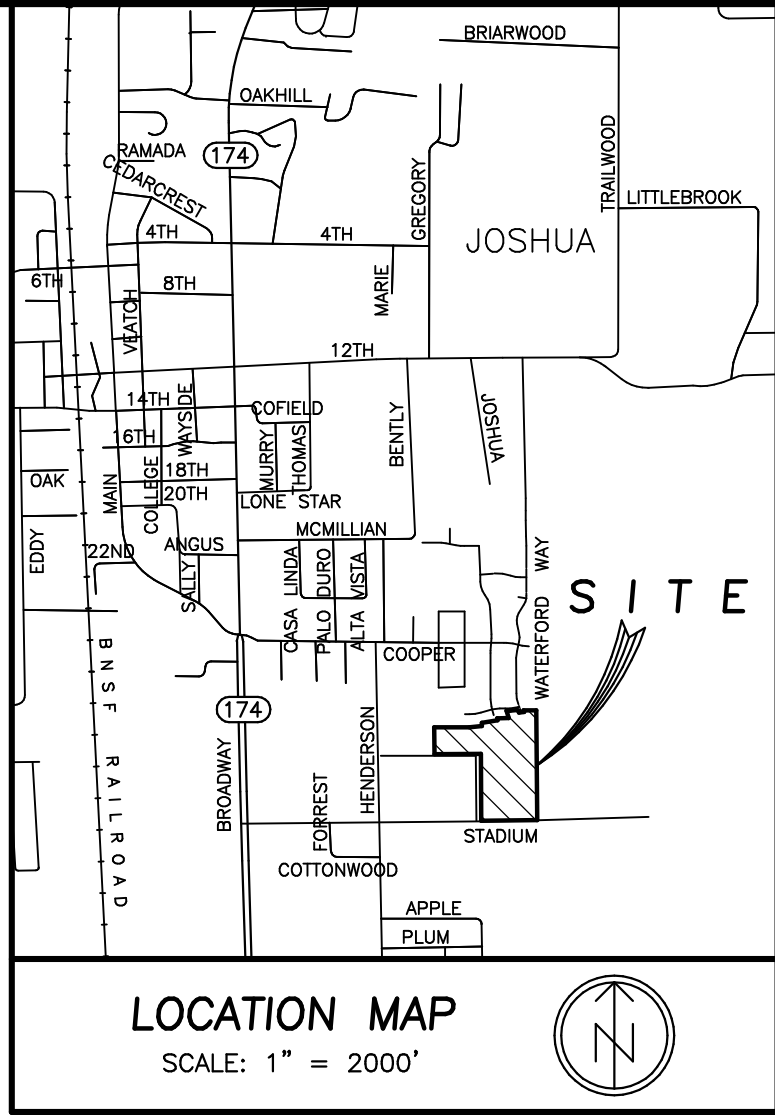
MY COMMISSION EXPIRES: _____

NOTARY PUBLIC IN AND
FOR THE STATE OF TEXAS

GENERAL PLAT NOTES:

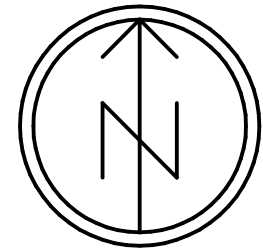
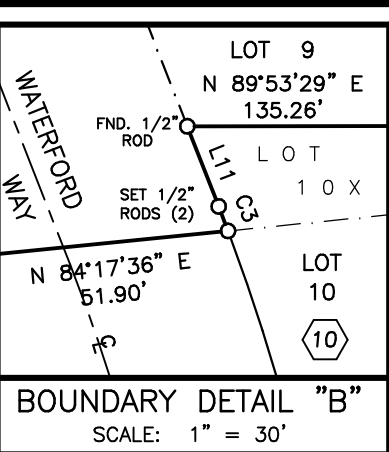
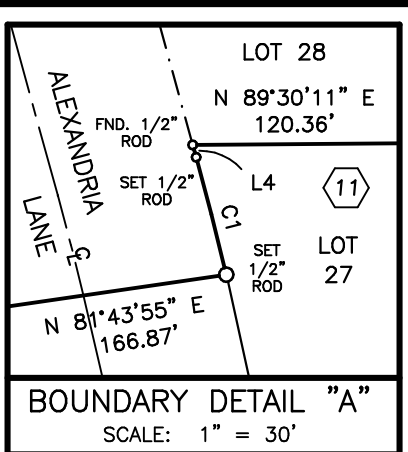
1. THIS PROPERTY IS LOCATED WITHIN THE CITY LIMITS OF JOSHUA, JOHNSON COUNTY, TEXAS.
2. PROVISIONS SHALL BE MADE FOR DRAINAGE EASEMENTS AND STRUCTURES, AND ALL DRAINS, DRAINAGE STRUCTURES AND APPURTENANCES SHALL BE DESIGNED BY A PROFESSIONAL ENGINEER, DRAINAGE DATA AND CALCULATIONS SHALL BE PRESENTED TO PUBLIC WORKS WITH THE FINAL PLAT.
3. SEWER AND WATER WILL BE PROVIDED BY JOHNSON COUNTY SPECIAL UTILITIES DISTRICT.
4. THE MINIMUM FRONT YARD SETBACK IS 25 FEET EXCEPT ON LOTS 30-33, AND LOTS 44-46, BLOCK 8, WHERE IT IS 20 FEET. THE MINIMUM SIDE YARD SETBACK ALONG STREETS IS 15 FEET. THE MINIMUM SIDE YARD SETBACK ALONG INTERIOR LOTS IS 5 FEET. THE MINIMUM REAR YARD SETBACK IS 7.5 FEET.
5. ALL PAVING MATERIALS AND COMPACTION REQUIREMENTS SHALL MEET CITY OF JOSHUA SUBDIVISION RULES AND REGULATIONS.
6. THE PAVED SURFACE OF THE STREETS SHALL BE 30 FEET WIDE (FACE OF CURB TO FACE OF CURB) WITH A 0.5 FEET WIDE CURB ON EACH SIDE.
7. FIRE HYDRANT SPACING SHALL NOT EXCEED 500 FEET ON CENTERS.
8. ALL WATER MAIN FITTINGS ARE TO BE RESTRAINED IN ACCORDANCE WITH JOHNSON COUNTY SPECIAL UTILITY DISTRICT SPECIFICATIONS.
9. A WAIVER OF CLAIM FOR DAMAGES AGAINST THE CITY OCCASIONED BY THE ESTABLISHMENT OF GRADES OR THE ALTERATION OF THE SURFACE OF ANY PORTION OF EXISTING STREETS AND ALLEYS TO CONFORM TO THE GRADES ESTABLISHED IN THE SUBDIVISION.
10. NO PART OF THE SUBJECT PROPERTY LIES WITHIN THE 100-YEAR FLOODPLAIN ACCORDING TO THE FEMA MAP DESIGNATED: ZONE X, COMMUNITY 480882, PANEL 0160-J, EFFECTIVE DATE 12-04-12.
11. NO LOT WITHIN THIS ADDITION SHALL BE ALLOWED DRIVEWAY ACCESS ONTO STADIUM DRIVE.
12. SELLING A PORTION OF ANY LOT WITHIN THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF STATE LAW AND CITY ORDINANCE AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITY SERVICES AND BUILDING PERMITS.
13. ANY PUBLIC UTILITY, INCLUDING THE CITY OF JOSHUA, SHALL HAVE THE RIGHT TO REMOVE ALL OR PART OF ANY BUILDING, FENCES, TREES SHRUBS, OR OTHER GROWTHS OR IMPROVEMENTS WHICH IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF ITS RESPECTIVE SYSTEMS ON ANY OF THE EASEMENTS SHOWN ON THE PLAT; AND ANY PUBLIC UTILITY, INCLUDING THE CITY OF JOSHUA, SHALL HAVE THE RIGHT AT ALL TIMES OF INGRESS AND EGRESS TO AND FROM AND UPON SAID EASEMENTS FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTION, INSPECTION, PATROLLING, MAINTAINING AND ADDING TO OR REMOVING ALL OR PART OF ITS RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE PERMISSION OF ANYONE.
14. NO STRUCTURE, OBJECT OR PLANT OF ANY TYPE MAY OBSTRUCT VISION FROM A HEIGHT OF THIRTY INCHES (30") TO A HEIGHT OF TEN FEET (10') ABOVE THE TOP OF THE CURB, INCLUDING, BUT NOT LIMITED TO BUILDINGS, FENCES, WALKS, SIGNS, TREES, SHRUBS, CARS, TRUCKS, ETC., IN THE PUBLIC OPEN SPACE EASEMENT AS SHOWN ON THE PLAT.
15. NO CONSTRUCTION OR FILLING, WITHOUT THE WRITTEN APPROVAL OF THE CITY OF JOSHUA, SHALL BE ALLOWED WITHIN A DRAINAGE EASEMENT OR A FLOODPLAIN EASEMENT, AND THEN ONLY AFTER ENGINEERING PLANS AND STUDIES SHOW THAT NO FLOODING WILL RESULT, THAT NO OBSTRUCTION TO THE NATURAL FLOW OF WATER WILL RESULT; AND SUBJECT TO ALL OWNERS OF THE PROPERTY AFFECTED BY SUCH CONSTRUCTION BECOMING A PARTY TO THE REQUEST; WHERE CONSTRUCTION IS PERMITTED, ALL FINISHED FLOOR ELEVATIONS SHALL BE A MINIMUM OF ONE FOOT (1') ABOVE THE 100-YEAR FLOOD ELEVATION.
16. THE OWNERS OF ALL CORNER LOTS SHALL MAINTAIN 25' x 25' SIGHT TRIANGLES IN ACCORDANCE WITH THE CITY'S SUBDIVISION ORDINANCE.
17. ADA SIDEWALK RAMPS ARE THE DEVELOPER'S RESPONSIBILITY.

CITY FILE NUMBER: FP2020-03

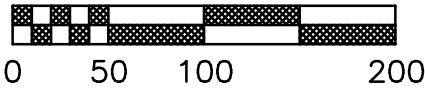


LINE TABLE		
LINE	BEARING	LENGTH
L1	N 84°03'21" E	130.68
L2	N 00°06'31" W	33.95
L3	N 81°43'55" E	166.87
L4	N 15°22'00" W	2.20
L5	N 89°30'11" E	120.36
L6	N 15°22'00" W	79.38
L7	N 89°59'53" E	33.75
L8	S 62°49'05" E	14.99
L9	S 21°22'00" E	21.67
L10	N 84°17'36" E	51.90
L11	N 21°22'00" W	13.48
L12	N 89°53'29" E	135.26
L13	S 21°22'00" E	2.88
L14	S 31°28'58" E	29.14
L15	S 30°26'41" W	29.29
L16	S 45°29'49" E	14.14
L17	S 44°30'11" W	14.14
L18	S 45°28'29" E	14.14
L19	S 44°31'31" W	25.00
L20	S 06°30'11" W	134.86
L21	S 89°30'11" W	56.60
L22	S 45°29'49" E	14.14
L23	S 44°30'11" W	14.14
L24	S 89°30'11" W	21.60
L25	S 00°29'49" E	20.39
L26	S 22°45'11" E	37.53
L27	N 89°25'13" E	15.06
L28	N 00°28'48" W	25.10
L29	N 00°29'49" W	15.00
L30	N 00°29'49" W	25.00

CURVE DATA			
CURVE	RADIUS	DELTA	LENGTH
C1	625.00	01°56'09"	21.12
C2	325.00	13°23'09"	75.93
C3	311.79	00°45'23"	4.12
C4	286.79	20°52'11"	104.46
C5	600.00	01°42'00"	17.80
C6	575.00	03°35'00"	35.96
C7	600.00	03°35'00"	37.52
C8	566.50	01°42'00"	16.81
C9	600.00	06°57'19"	72.84
C10	600.00	07°00'00"	73.30
C11	1225.60	04°15'47"	91.19
C12	2451.25	04°39'05"	199.00
C13	600.00	13°08'59"	137.70



SCALE: 1" = 100'



Grant Engineering, Inc.

Engineers Surveyors Planners
3244 Hemphill Street Fort Worth, Texas 76110-4014 817-923-3131
Surveying Firm Registration Number: 100919-00
Engineering Firm Registration Number: F-4313

CITY OF JOSHUA APPROVAL

I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF COOPER VALLEY, PHASE 5, ADDITION TO THE CITY OF JOSHUA, TEXAS, WAS APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF JOSHUA ON THE _____ DAY OF _____, 2021.

THIS APPROVAL SHALL BE INVALID UNLESS THE APPROVED PLAT FOR SUCH ADDITION IS RECORDED IN THE OFFICE OF THE COUNTY CLERK OF JOHNSON COUNTY, TEXAS, WITHIN TWO (2) YEARS FROM SAID DATE OF FINAL APPROVAL. SAID ADDITION SHALL BE SUBJECT TO ALL THE REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY OF JOSHUA.

WITNESS OUR HANDS, THIS _____ DAY OF _____, 2021.

CITY SECRETARY

RECOMMENDED FOR FINAL APPROVAL:

CHAIRMAN, PLANNING & ZONING COMMISSION	DATE
ATTEST:	
CITY SECRETARY	DATE
APPROVED:	
MAYOR, CITY OF JOSHUA, TEXAS	DATE
ATTEST:	
CITY SECRETARY	DATE

PLAT RECORDED IN VOLUME _____, PAGE _____, DRAWER _____

DATE _____

COUNTY CLERK, JOHNSON COUNTY, TEXAS

DEPUTY

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT I, JOHN A. GRANT, III, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, HAVE PREPARED THIS PLAT OF THE ABOVE SUBDIVISION FROM AN ACTUAL SURVEY ON THE GROUND; AND THAT ALL MONUMENTS FOR LOT CORNERS, ANGLE POINTS, AND POINTS OF CURVATURE SHOWN THEREON AS "SET" WERE PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION ORDINANCE OF THE CITY OF JOSHUA.

JOHN A. GRANT, III
REGISTERED PROFESSIONAL
LAND SURVEYOR 4151



AREA TABLE		LEGEND	
TOTAL AREA THIS PHASE	17.8290 ACRES	B.L. = BUILDING LINE	
RESIDENTIAL LOTS (69)	12.9899 ACRES	U.E. = UTILITY EASEMENT	
DETENTION POND / PUBLIC PARK (1)	0.9829 ACRES	D.E. = DRAINAGE EASEMENT	
INTERNAL STREET SEWER EASEMENT	3.4533 ACRES	S.S.E. = SANITARY SEWER EASEMENT	
R/W DEDICATION FOR STADIUM DRIVE	0.4029 ACRES	MON. = CONC. MONUMENT	
		◆ = STREET NAME CHANGE	
FRONT BUILDING LINES ARE 25' EXCEPT AS NOTED			
15' SIDE STREET BUILDING LINES AT LOTS 25, 36 & 49, BLOCK 8 AND LOTS 1, 14 & 15, BLOCK 11			
FRONT YARD UTILITY EASEMENTS ARE 10', REAR YARD UTILITY EASEMENTS ARE 7.5' EACH SIDE OF LOT LINE			

OWNER:

CROSS TIMBERS REAL ESTATE
AND DEVELOPMENT, LLC
DAN THOMAS, PRESIDENT
6029 FOREST HIGHLANDS DRIVE
FORT WORTH, TEXAS 76132
817-294-3834 VOICE
817-294-4270 FAX
dan@danthomashomes.com

ENGINEER & SURVEYOR:

GRANT ENGINEERING, INC.
3244 HEMPHILL STREET
FORT WORTH, TEXAS 76110
817-923-3131 VOICE
817-923-4141 FAX
jgrant3@aol.com

FINAL PLAT

LOTS 24-49, BLOCK 8; LOTS 10-26, BLOCK 10;
LOTS 1-27, BLOCK 11
COOPER VALLEY, PHASE 5
AN ADDITION TO THE CITY OF JOSHUA
JOHNSON COUNTY, TEXAS

17.8290 ACRES OUT OF THE
MCKINNEY & WILLIAMS SURVEY, ABSTRACT NO. 636
JOHNSON COUNTY, TEXAS
BEING A PORTION OF THAT 24.405 ACRE TRACT CONVEYED TO CROSS TIMBERS
REAL ESTATE AND DEVELOPMENT, LLC BY SPECIAL WARRANTY DEED RECORDED IN
VOLUME 3584, PAGE 42, DEED RECORDS, JOHNSON COUNTY, TEXAS
PORTIONS OF WHICH WERE PREVIOUSLY PLATTED AS
LOT 10X, BLOCK 10 AND LOT 1X, BLOCK 13, COOPER VALLEY, PHASE 2-B2
AS RECORDED IN VOLUME 10, PAGE 66, DRAWER D
PLAT RECORDS, JOHNSON COUNTY, TEXAS

17.8290 GROSS ACRES
69 SINGLE FAMILY RESIDENTIAL LOTS
1 DETENTION POND / PUBLIC PARK LOT
MARCH, 2021

STADIUM DRIVES 89°25'13" W 584.96'
(COUNTY ROAD NO. 709)
ULTIMATE R/W WIDTH IS 60 FEET; THERE IS NO DEDICATED RIGHT-OF-WAY ON THE SOUTH SIDE OF THE CENTERLINE

ROBERT N. AND DARLENE
WILLIAMS
VOLUME 1374, PAGE 718,
D.R.J.C.T.

JAMES F. & PAMELA J.
BERNARD
INST. NO. 24738,
D.R.J.C.T.

VOLUME 963, PAGE 143,
D.R.J.C.T.

RES. NO. 1 TRUST
VOLUME 3806,
PAGE 254,
D.R.J.C.T.



City Council Agenda February 17, 2022

Agenda Item:G2

Minute Resolution (Action Item)

Agenda Description:

Discuss, consider, and take action on the update to the Emergency Management Plan for the City of Joshua.

Background Information:

The Texas Department of Emergency Management recommends that each municipality provide an update to their existing Emergency Management Plan (EMP) every five years. The City's plan was last approved by Council in 2013.

Financial Information:

There is no cost associated with updating the EMP.

City Contact and Recommendations:

Thomas Griffith, Fire Chief/EMC
Staff recommends approval of the plan.

Attachments:

Basic component of the Emergency Management Plan
Memorandum from Emergency Management Coordinator



Joshua Fire Department

Memorandum #:

To: Mike Peacock, City Manager

From: Thomas Griffith, Chief

Copy:

Subj: Emergency Management Plan Update

Date: February 10, 2022

As you are aware, the City's Emergency Management Plan (EMP) was last updated in 2013. I have begun the process of updating the plan for submission to the Texas Department of Emergency Management (TDEM). That process was started with updating our Hazard Mitigation Action Plan (HazMap) last year in cooperation with Johnson County Emergency Management and the North Central Texas Council of Governments. That process will continue until late Summer 2022.

In the meantime, I have updated the Basic component of the EMP to ensure compliance with State requirements and to ensure that all information is current and accurate. It is my recommendation that the remaining annexes, which dictate how the basic plan will be carried out, be updated through a series of meetings with City department heads, who have primary responsibility for the various annexes. That process will take slightly more time than updating the basic component and they do not require Council approval before implementation.

I am requesting that the Basic component of the EMP be placed on the February 17th Council agenda for discussion and approval. I am also requesting that a meeting of all responsible persons, listed within the plan, assemble for a planning meeting the week of February 21. I have a goal of April for completing updating of the plan and annexes and submit it to TDEM for approval. Please let me know if you have any questions.

EMERGENCY MANAGEMENT PLAN

FOR

CITY OF JOSHUA

APPROVAL & IMPLEMENTATION

City of Joshua

Emergency Management Plan

This emergency management plan is hereby approved. This plan is effective immediately and supersedes all previous editions.

Mayor

Date

City Manager

Date

Emergency Management Coordinator

Date

RECORD OF CHANGES

Basic Plan

Change #	Date of Change	Description	Changed By
1	FEBRUARY 2022	COMPLETE UPDATE	THOMAS GRIFFITH

TABLE OF CONTENTS

BASIC PLAN

I. AUTHORITY	1
A. Federal	1
B. State	1
C. Local	1
II. PURPOSE	1
III. EXPLANATION OF TERMS	2
A. Acronyms	2
B. Definitions	2
IV. SITUATION AND ASSUMPTIONS	5
A. Situation	5
B. Assumptions	6
V. CONCEPT OF OPERATIONS	6
A. Objectives	6
B. General	6
C. Operational Guidance	8
D. Incident Command System (ICS)	9
E. ICS - EOC Interface	9
F. State, Federal & Other Assistance	10
G. Emergency Authorities	11
H. Actions by Phases of Emergency Management	12
VI. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES	13
A. Organization	13
B. Assignment of Responsibilities	14
VII. DIRECTION AND CONTROL	25
A. General	25
B. Emergency Facilities	25
C. Line of Succession	26
VIII. READINESS LEVELS	27
IX. ADMINISTRATION AND SUPPORT	29
A. Agreements and Contracts	29
B. Reports	30
2. Preservation of Records	31
D. Training	31
E. Consumer Protection	31
F. Post-Incident and Exercise Review	31

X. PLAN DEVELOPMENT AND MAINTENANCE	32
A. Plan Development	32
B. Distribution of Planning Documents	32
C. Review	32
D. Update	32

ATTACHMENTS

Attachment 1: Distrubution List	1-1
Attachment 2: References	2-1
Attachment 3: Organization for Emergency Management	3-1
Attachment 4: Emergency Management Functional Responsibilities	4-1
Attachment 5: Annex Assignments	5-1
Attachment 6: Summary of Agreements & Contracts	6-1
Attachment 7: National Incident Management System Summary	7-1

ANNEXES (distributed under separate cover)

Annex A – Warning	A-1
Annex B – Communications	B-1
Annex C – Shelter & Mass Care	C-1
Annex D – Radiological Protection	D-1
Annex E – Evacuation	E-1
Annex F – Firefighting	F-1
Annex G – Law Enforcement	G-1
Annex H – Health & Medical Services	H-1
Annex I – Public Information	I-1
Annex J – Recovery	J-1
Annex K – Public Works & Engineering	K-1
Annex L – Energy & Utilities	L-1
Annex M – Resource Management	M-1
Annex N – Direction & Control	N-1
Annex O – Human Services	O-1
Annex P – Hazard Mitigation	P-1
Annex Q – Hazardous Materials & Oil Spill Response	Q-1
Annex R – Search & Rescue	R-1
Annex S – Transportation	S-1
Annex T – Donations Management	T-1
Annex U – Legal	U-1
Annex V – Terrorist Incident Response	V-1

BASIC PLAN

I. AUTHORITY

A. Federal

1. Robert T. Stafford Disaster Relief & Emergency Assistance Act, (as amended), 42 U.S.C. 5121
2. Emergency Planning and Community Right-to-Know Act, 42 USC Chapter 116
3. Emergency Management and Assistance, 44 CFR
4. Hazardous Waste Operations & Emergency Response, 29 CFR 1910.120
5. Homeland Security Act of 2002
6. Homeland Security Presidential Directive. *HSPD-5*, Management of Domestic Incidents
7. Homeland Security Presidential Directive, *HSPD-3*, Homeland Security Advisory System
8. National Incident Management System
9. National Response Framework
10. National Strategy for Homeland Security, July 2002
11. Nuclear/Radiological Incident Annex of the National Response Framework

B. State

1. Government Code, Chapter 418 (Emergency Management)
2. Government Code, Chapter 421 (Homeland Security)
3. Government Code, Chapter 433 (State of Emergency)
4. Government Code, Chapter 791 (Inter-local Cooperation Contracts)
5. Health & Safety Code, Chapter 778 (Emergency Management Assistance Compact)
6. Executive Order of the Governor Relating to Emergency Management
7. Executive Order of the Governor Relating to the National Incident Management System
8. Administrative Code, Title 37, Part 1, Chapter 7 (Division of Emergency Management)
9. *The Texas Homeland Security Strategic Plan*, Parts I and II, December 15, 2003
10. *The Texas Homeland Security Strategic Plan*, Part III, February 2004

C. Local

1. City Ordinance # 477-2009, dated March 19th 2009.
2. Inter-local Agreements & Contracts. See the summary in Attachment 6.

II. PURPOSE

This Basic Plan outlines our approach to emergency operations, and is applicable to the City of Joshua. It provides general guidance for emergency management activities and an overview of our methods of mitigation, preparedness, response, and recovery. The plan describes our emergency response organization and assigns responsibilities for various emergency tasks. This plan is intended to provide a framework for more specific functional annexes that describe in more detail who does what, when, and how. This plan applies to all local officials, departments, and agencies. The primary audience for the document includes our chief elected official and other

elected officials, the emergency management staff, department and agency heads and their senior staff members, leaders of local volunteer organizations that support emergency operations, and others who may participate in our mitigation, preparedness, response, and recovery efforts.

III. EXPLANATION OF TERMS

A. Acronyms

AAR	After Action Report
ARC	American Red Cross
CFR	Code of Federal Regulations
DDC	Disaster District Committee
DHS	Department of Homeland Security
EOC	Emergency Operations or Operating Center
FBI	Federal Bureau of Investigation
FEMA	Federal Emergency Management Agency, an element of the U.S. Department of Homeland Security
Hazmat	Hazardous Material
HSPD-5	Homeland Security Presidential Directive 5
ICP	Incident Command Post
ICS	Incident Command System
IMS	Incident Management System
IMT	Incident Management Team
IP	Improvement Plan
JFO	Joint Field Office
JIC	Joint Information Center
NIMS	National Incident Management System
NRF	National Response Framework
OSHA	Occupational Safety & Health Administration
PIO	Public Information Officer
SOPs	Standard Operating Procedures
SOC	State Operations Center
TRRN	Texas Regional Response Network
TSA	The Salvation Army
ESD	Johnson County Emergency Service District #1

B. Definitions

1. Area Command (Unified Area Command): An organization established (1) to oversee the management of multiple incidents that are each being managed by an ICS organization or (2) to oversee the management of large or multiple incidents to which several Incident Management Teams have been assigned. Sets overall strategy and priorities, allocates critical resources according to priorities, ensures that incidents are properly managed, and ensures that objectives are met and strategies followed. Area Command becomes Unified Area Command when incidents are multijurisdictional.
2. Disaster District: Disaster Districts are regional state emergency management organizations mandated by the Executive Order of the Governor relating to Emergency

Management whose boundaries parallel those of Highway Patrol Districts and Sub-Districts of the Texas Department of Public Safety.

3. Disaster District Committee: The DDC consists of a Chairperson (the local Highway Patrol captain or command lieutenant), and agency representatives that mirror the membership of the State Emergency Management Council. The DDC Chairperson, supported by committee members, is responsible for identifying, coordinating the use of, committing, and directing state resources within the district to respond to emergencies.
4. Emergency Operations Center: Specially equipped facilities from which government officials exercise direction and control and coordinate necessary resources in an emergency situation.
5. Public Information: Information that is disseminated to the public via the news media before, during, and/or after an emergency or disaster.
6. Emergency Situations: As used in this plan, this term is intended to describe a *range* of occurrences, from a minor incident to a catastrophic disaster. It includes the following:
 - a. Incident: An incident is a situation that is limited in scope and potential effects. Characteristics of an incident include:
 - 1) Involves a limited area and/or limited population.
 - 2) Evacuation or in-place sheltering is typically limited to the immediate area of the incident.
 - 3) Warning and public instructions are provided in the immediate area, not community-wide.
 - 4) One or two local response agencies or departments acting under an incident commander normally handle incidents. Requests for resource support are normally handled through agency and/or departmental channels.
 - 5) May require limited external assistance from other local response agencies or contractors.
 - 6) For the purposes of the NRF, incidents include the full range of occurrences that require an emergency response to protect life or property.
 - b. Emergency: An emergency is a situation that is larger in scope and more severe in terms of actual or potential effects than an incident. Characteristics include:
 - 1) Involves a large area, significant population, or important facilities.
 - 2) May require implementation of large-scale evacuation or in-place sheltering and implementation of temporary shelter and mass care operations.
 - 3) May require community-wide warning and public instructions.
 - 4) Requires a sizable multi-agency response operating under an incident commander.
 - 5) May require some external assistance from other local response agencies, contractors, and limited assistance from state or federal agencies.
 - 6) The EOC will be activated to provide general guidance and direction, coordinate external support, and provide resource support for the incident.

- 7) For the purposes of the NRF, an emergency (as defined by the Stafford Act) is “any occasion or instance for which, in the determination of the President, Federal assistance is needed to supplement State and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of catastrophe in any part of the United States.”
- c. Disaster: A disaster involves the occurrence or threat of significant casualties and/or widespread property damage that is beyond the capability of the local government to handle with its organic resources. Characteristics include:
 - 1) Involves a large area, a sizable population, and/or important facilities.
 - 2) May require implementation of large-scale evacuation or in-place sheltering and implementation of temporary shelter and mass care operations.
 - 3) Requires community-wide warning and public instructions.
 - 4) Requires a response by all local response agencies operating under one or more incident commanders.
 - 5) Requires significant external assistance from other local response agencies, contractors, and extensive state or federal assistance.
 - 6) The EOC will be activated to provide general guidance and direction, provide emergency information to the public, coordinate state and federal support, and coordinate resource support for emergency operations.
 - 7) For the purposes of the NRF, a *major disaster* (as defined by the Stafford Act) is any catastrophe, regardless of the cause, which in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster federal assistance.
- d. Catastrophic Incident: For the purposes of the NRF, this term is used to describe any natural or manmade occurrence that results in extraordinary levels of mass casualties, property damage, or disruptions that severely affect the population, infrastructure, environment, economy, national morale, and/or government functions. An occurrence of this magnitude would result in sustained national impacts over prolonged periods of time, and would immediately overwhelm local and state capabilities. All catastrophic incidents are *Incidents of National Significance*.
7. Hazard Analysis: A document, published separately from this plan, which identifies the local hazards that have caused or possess the potential to adversely affect public health and safety, public or private property, or the environment.
8. Hazardous Material (Hazmat): A substance in a quantity or form posing an unreasonable risk to health, safety, and/or property when manufactured, stored, or transported. The substance, by its nature, containment, and reactivity, has the capability for inflicting harm during an accidental occurrence. Is toxic, corrosive, flammable, reactive, an irritant, or a strong sensitizer, and poses a threat to health and the environment when improperly managed. Includes toxic substances, certain infectious agents, radiological materials, and other related materials such as oil, used oil, petroleum products, and industrial solid waste substances.
9. Incident of National Significance: An actual or potential high-impact event that requires a coordinated and effective response by and appropriate combination of federal, state,

local, tribal, nongovernmental, and/or private sector entities in order to save lives and minimize damage, and provide the basis for long-term communication recovery and mitigation activities.

10. Inter-local agreements: Arrangements between governments or organizations, either public or private, for reciprocal aid and assistance during emergency situations where the resources of a single jurisdiction or organization are insufficient or inappropriate for the tasks that must be performed to control the situation. Commonly referred to as mutual aid agreements.
11. Stafford Act: The Robert T. Stafford Disaster Relief and Emergency Assistance Act authorizes federal agencies to undertake special measures designed to assist the efforts of states in expediting the rendering of aid, assistance, emergency services, and reconstruction and rehabilitation of areas devastated by disaster.
12. Standard Operating Procedures: Approved methods for accomplishing a task or set of tasks. SOPs are typically prepared at the department or agency level. May also be referred to as Standard Operating Guidelines (SOGs).

IV. SITUATION AND ASSUMPTIONS

A. Situation

Our city is exposed to many hazards, all of which have the potential for disrupting the community, causing casualties, and damaging or destroying public or private property. A summary of our major hazards is provided in Figure 1. More detailed information is provided in our Hazard Analysis, published separately.

Figure 1

HAZARD SUMMARY

	Likelihood of Occurrence*	Estimated Impact on Public Health & Safety			Estimated Impact on Property		
Hazard Type:	(See below)	Limited	Moderate	Major	Limited	Moderate	Major
<i>Natural</i>							
Drought	LIKELY	LIMITED			MODERATE		
Earthquake	UNLIKELY	LIMITED			LIMITED		
Expansive Soils	HIGHLY LIKELY	LIMITED			MODERATE		
Extreme Heat	HIGHLY LIKELY	MODERATE			MODERATE		
Flash Flooding	HIGHLY LIKELY	LIMITED			LIMITED		
Flooding (creeks)	HIGHLY LIKELY	MODERATE			MODERATE		
Tornado	LIKELY	MODERATE			MODERATE		
Wildfire	OCCASIONAL	LIMITED			MODERATE		
Winter Storm	OCCASIONAL	MODERATE			MODERATE		
Thunderstorms, Hailstorms	HIGH LIKELY	MAJOR			MODERATE		
<i>Technological</i>							
Dam Failure	UNLIKELY	LIMITED			LIMITED		
Hazmat/oil spill (fixed site)	LIKELY	MODERATE			LIMITED		
Hazmat/oil Spill (transport)	HIGHLY LIKELY	MODERATE			LIMITED		

Major Structural Fire	LIKELY	MODERATE	MODERATE
Radiological Incident	UNLIKELY	LIMITED	LIMITED
Security			
Civil disorder	OCCASIONAL	LIMITED	MODERATE
Other Potential Hazards			
Water System Failure	OCCASIONAL	MAJOR	MODERATE
Energy/Fuel Shortage	OCCASIONAL	MAJOR	MODERATE
* Likelihood of Occurrence: Unlikely, Occasional, Likely, or Highly Likely			

B. Assumptions

1. Our city will continue to be exposed and subject to the impact of those hazards described above and as well as lesser hazards and others that may develop in the future.
2. It is possible for a major disaster to occur at any time and at any place. In many cases, dissemination of warning to the public and implementation of increased readiness measures may be possible. However, some emergency situations occur with little or no warning.
3. Outside assistance will be available in most emergency situations, affecting our city. Since it takes time to summon external assistance, it is essential for us to be prepared to carry out the initial emergency response on an independent basis.
4. Proper mitigation actions, such as floodplain management, and fire inspections, can prevent or reduce disaster-related losses. Detailed emergency planning, training of emergency responders and other personnel, and conducting periodic emergency drills and exercises can improve our readiness to deal with emergency situations.

V. CONCEPT OF OPERATIONS

A. Objectives

The objectives of our emergency management program are to protect public health and safety and preserve public and private property.

B. General

1. It is our responsibility to protect public health and safety and preserve property from the effects of hazardous events. We have the primary role in identifying and mitigating hazards, preparing for and responding to, and managing the recovery from emergency situations that affect our community.
2. It is impossible for government to do everything that is required to protect the lives and property of our population. Our citizens have the responsibility to prepare themselves and their families to cope with emergency situations and manage their affairs and property in ways that will aid the government in managing emergencies. We will assist our citizens in carrying out these responsibilities by providing public information and instructions prior to and during emergency situations.

3. Local government is responsible for organizing, training, and equipping local emergency responders and emergency management personnel, providing appropriate emergency facilities, providing suitable warning and communications systems, and for contracting for emergency services. The state and federal governments offer programs that provide some assistance with portions of these responsibilities.
4. To achieve our objectives, we have organized an emergency management program that is both integrated (employs the resources of government, organized volunteer groups, and businesses) and comprehensive (addresses mitigation, preparedness, response, and recovery). This plan is one element of our preparedness activities.
5. This plan is based on an all-hazard approach to emergency planning. It addresses general functions that may need to be performed during any emergency situation and is not a collection of plans for specific types of incidents. For example, the warning annex addresses techniques that can be used to warn the public during any emergency situation, whatever the cause.
6. Departments and agencies tasked in this plan are expected to develop and keep current standard operating procedures that describe how emergency tasks will be performed. Departments and agencies are charged with ensuring the training and equipment necessary for an appropriate response are in place.
7. This plan is based upon the concept that the emergency functions that must be performed by many departments or agencies generally parallel some of their normal day-to-day functions. To the extent possible, the same personnel and material resources used for day-to-day activities will be employed during emergency situations. Because personnel and equipment resources are limited, some routine functions that do not contribute directly to the emergency may be suspended for the duration of an emergency. The personnel, equipment, and supplies that would normally be required for those functions will be redirected to accomplish emergency tasks.
8. We have adopted the National Incident Management System (NIMS) in accordance with the President's Homeland Security Directive (HSPD)-5. Our adoption of NIMS will provide a consistent approach to the effective management of situations involving natural or man-made disasters, or terrorism. NIMS allows us to integrate our response activities using a set of standardized organizational structures designed to improve interoperability between all levels of government, private sector, and nongovernmental organizations.
9. This plan, in accordance with the National Response Framework (NRF), is an integral part of the national effort to prevent, and reduce America's vulnerability to terrorism, major disasters, and other emergencies, minimize the damage and recover from attacks, major disasters, and other emergencies that occur. In the event of an Incident of National Significance, as defined in HSPD-5, we will integrate all operations with all levels of government, private sector, and nongovernmental organizations through the use of NRF coordinating structures, processes, and protocols.

C. Operational Guidance

We will employ the six components of the NIMS in all operations, which will provide a standardized framework that facilitates our operations in all phases of emergency management. Attachment 7 provides further details on the NIMS.

1. Initial Response. Our emergency responders are likely to be the first on the scene of an emergency situation. They will normally take charge and remain in charge of the incident until it is resolved or others who have legal authority to do so assume responsibility. They will seek guidance and direction from our local officials and seek technical assistance from state and federal agencies and industry where appropriate.
2. Implementation of ICS
 - a. The first local emergency responder to arrive at the scene of an emergency situation will implement the incident command system and serve as the incident commander until relieved. The incident commander will establish an incident command post (ICP) and provide an assessment of the situation to local officials, identify response resources required, and direct the on-scene response from the ICP.
 - b. For some types of emergency situations, a specific incident scene may not exist in the initial response phase and the EOC may accomplish initial response actions, such as mobilizing personnel and equipment and issuing precautionary warning to the public. As the potential threat becomes clearer and a specific impact site or sites identified, an incident command post may be established, and direction and control of the response transitioned to the Incident Commander.
3. Source and Use of Resources.
 - a. We will use our own resources, all of which meet the requirements for resource management in accordance with the NIMS, to respond to emergency situations, purchasing supplies and equipment if necessary, and request assistance if our resources are insufficient or inappropriate. §418.102 of the Government Code provides that the county should be the first channel through which a municipality requests assistance when its resources are exceeded. If additional resources are required, we will:
 - 1) Summon those resources available to us pursuant to inter-local agreements. (See Attachment 6 to this plan, which summarizes the inter-local agreements and identifies the officials authorized to request those resources).
 - 2) Summon emergency service resources that we have contracted for. (See Attachment 6).
 - 3) Request assistance from volunteer groups active in disasters.
 - 4) Request assistance from industry or individuals who have resources needed to deal with the emergency situation.
 - b. When external agencies respond to an emergency situation within our jurisdiction, we expect them to conform to the guidance and direction provided by our incident commander, which will be in accordance with the NIMS.

D. Incident Command System (ICS)

1. We intend to employ ICS, an integral part of the NIMS, in managing emergencies. ICS is both a strategy and a set of organizational arrangements for directing and controlling field operations. It is designed to effectively integrate resources from different agencies into a temporary emergency organization at an incident site that can expand and contract with the magnitude of the incident and resources on hand. A summary of ICS is provided in Attachment 7.
2. The incident commander is responsible for carrying out the ICS function of command -- managing the incident. The four other major management activities that form the basis of ICS are operations, planning, logistics, and finance/administration. For small-scale incidents, the incident commander and one or two individuals may perform all of these functions. For larger incidents, a number of individuals from different departments or agencies may be assigned to separate staff sections charged with those functions.
3. An incident commander using response resources from one or two departments or agencies can handle the majority of emergency situations. Departments or agencies participating in this type of incident response will normally obtain support through their own department or agency.
4. In emergency situations where other jurisdictions or the state or federal government are providing significant response resources or technical assistance, it is generally desirable to transition from the normal ICS structure to a Unified or Area Command structure. This arrangement helps to ensure that all participating agencies are involved in developing objectives and strategies to deal with the emergency. Attachment 7 provides additional information on Unified and Area Commands.

E. ICS - EOC Interface

1. For major emergencies and disasters, the Emergency Operations Center (EOC) will be activated. When the EOC is activated, it is essential to establish a division of responsibilities between the incident command post and the EOC. A general division of responsibilities is outlined below. It is essential that a precise division of responsibilities be determined for specific emergency operations.
2. The incident commander is generally responsible for field operations, including:
 - a. Isolating the scene.
 - b. Directing and controlling the on-scene response to the emergency situation and managing the emergency resources committed there.
 - c. Warning the population in the area of the incident and providing emergency instructions to them.
 - d. Determining and implementing protective measures (evacuation or in-place sheltering) for the population in the immediate area of the incident and for emergency responders at the scene.
 - e. Implementing traffic control arrangements in and around the incident scene.
 - f. Requesting additional resources from the EOC.

3. The EOC is generally responsible for:
 - a. Providing resource support for the incident command operations.
 - b. Issuing community-wide warning.
 - c. Issuing instructions and providing information to the general public.
 - d. Organizing and implementing large-scale evacuation.
 - e. Organizing and implementing shelter and mass arrangements for evacuees.
 - f. Coordinating traffic control for large-scale evacuations.
 - g. Requesting assistance from the State and other external sources.
4. In some large-scale emergencies or disasters, emergency operations with different objectives may be conducted at geographically separated scenes. In such situations, more than one incident command operation may be established. If this situation occurs, a transition to an Area Command or a Unified Area Command is desirable, and the allocation of resources to specific field operations will be coordinated through the EOC.

F. State, Federal & Other Assistance

1. State & Federal Assistance

- a. If local resources are inadequate to deal with an emergency situation, we will request assistance from the State of Texas. State assistance furnished to local governments is intended to supplement local resources and not substitute for such resources, including mutual aid resources, equipment purchases or leases, or resources covered by emergency service contracts. As noted previously, cities must request assistance from their county before requesting state assistance.
- b. Requests for state assistance should be made to the Disaster District Committee (DDC) Chairperson, who is located at the Department of Public Safety District Office in Hurst. (See Appendix 3 to Annex M, Resource Management, for a form that can be used to request state assistance). In essence, state emergency assistance to local governments begins at the DDC level and the key person to validate a request for, obtain, and provide that state assistance and support is the DDC Chairperson. A request for state assistance must be made by the chief elected official, the Mayor, and may be made by telephone, fax, or teletype. The DDC Chairperson has the authority to utilize all state resources within the district to respond to a request for assistance, with the exception of the National Guard. Use of National Guard resources requires approval of the Governor.
- c. The Disaster District staff will forward requests for assistance that cannot be satisfied by state resources within the District to the State Operations Center (SOC) in Austin for action.

2. Other Assistance

- a. If resources required to control an emergency situation are not available within the State, the Governor may request assistance from other states pursuant to a number of interstate compacts or from the federal government through the Federal Emergency Management Agency (FEMA).
- b. For major emergencies and disasters for which a Presidential declaration has been issued, federal agencies may be mobilized to provide assistance to states and local governments. The *National Response Framework (NRF)* describes the policies, planning assumptions, concept of operations, and responsibilities of designated federal agencies for various response and recovery functions. The *Nuclear/Radiological Incident Annex of the NRF* addresses the federal response to major incidents involving radioactive materials.
- c. FEMA has the primary responsibility for coordinating federal disaster assistance. No direct federal disaster assistance is authorized prior to a Presidential emergency or disaster declaration, but FEMA has limited authority to stage initial response resources near the disaster site and activate command and control structures prior to a declaration and the Department of Defense has the authority to commit its resources to save lives prior to an emergency or disaster declaration. (See Annex J, Recovery, for additional information on the assistance that may be available during disaster recovery).
- d. The NRF applies to Stafford and non-Stafford Act incidents and is designed to accommodate not only actual incidents, but also the threat of incidents. Therefore, NRF implementation is possible under a greater range of incidents.

G. Emergency Authorities

1. Key federal, state, and local legal authorities pertaining to emergency management are listed in Section I of this plan.
2. Texas statutes and the Executive Order of the Governor Relating to Emergency Management provide local government, principally the chief elected official, with a number of powers to control emergency situations. If necessary, we shall use these powers during emergency situations. These powers include:
 - a. Emergency Declaration: In the event of riot or civil disorder, the Mayor may request the Governor to issue an emergency declaration for this jurisdiction and take action to control the situation. (Use of the emergency declaration is explained in Annex U, Legal).
 - b. Local Disaster Declaration: When an emergency situation has caused severe damage, injury, or loss of life or it appears likely to do so, the Mayor may, by executive order or proclamation, declare a local state of disaster. The Mayor may subsequently issue orders or proclamations referencing that declaration to invoke certain emergency powers granted the Governor in the Texas Disaster Act *on an appropriate local scale* in order to cope with the disaster. These powers include:
 - 1) Suspending procedural laws and rules to facilitate a timely response.

- 2) Using all available resources of government and commandeering private property, subject to compensation, to cope with the disaster.
- 3) Restricting the movement of people and occupancy of premises.
- 4) Prohibiting the sale or transportation of certain substances.
- 5) Implementing price controls.

A local disaster declaration activates the recovery and rehabilitation aspects of this plan. A local disaster declaration is required to obtain state and federal disaster recovery assistance. This declaration of disaster can last up to seven days, after which it can be extended with consent of the City Council. (See Annex U, Legal, for further information on disaster declarations and procedures for invoking emergency powers).

- c. Authority for Evacuations: State law provides the Mayor with the authority to order the evacuation of all or part of the population from a stricken or threatened area within their respective jurisdictions.

H. Actions by Phases of Emergency Management

1. This plan addresses emergency actions that are conducted during all four phases of emergency management.

- a. Mitigation

We will conduct mitigation activities as an integral part of our emergency management program. Mitigation is intended to eliminate hazards, reduce the probability of hazards causing an emergency situation, or lessen the consequences of unavoidable hazards. Mitigation should be a pre-disaster activity, although mitigation may also occur in the aftermath of an emergency situation with the intent of avoiding repetition of the situation. The City of Joshua has adopted the Johnson County Hazard Mitigation Action Plan (see attached mitigation program outlined in Annex P).

- b. Preparedness

We will conduct preparedness activities to develop the response capabilities needed in the event an emergency. Among the preparedness activities included in our emergency management program are:

- 1) Providing emergency equipment and facilities.
- 2) Emergency planning, including maintaining this plan, its annexes, and appropriate SOPs.
- 3) Conducting or arranging appropriate training for emergency responders, emergency management personnel, other local officials, and volunteer groups who assist us during emergencies.
- 4) Conducting periodic drills and exercises to test our plans and training.

- c. Response

We will respond to emergency situations effectively and efficiently. The focus of most of this plan and its annexes is on planning for the response to emergencies. Response operations are intended to resolve an emergency situation while minimizing casualties and property damage. Response activities include warning, emergency medical services, firefighting, law enforcement operations, evacuation, shelter and mass care, emergency public information, search and rescue, as well as other associated functions.

d. Recovery

If a disaster occurs, we will carry out a recovery program that involves both short-term and long-term efforts. Short-term operations seek to restore vital services to the community and provide for the basic needs of the public. Long-term recovery focuses on restoring the community to its normal state. The federal government, pursuant to the Stafford Act, provides the vast majority of disaster recovery assistance. The recovery process includes assistance to individuals, businesses, and to government and other public institutions. Examples of recovery programs include temporary housing, restoration of government services, debris removal, restoration of utilities, disaster mental health services, and reconstruction of damaged roads and bridges. Our recovery program is outlined in Annex J, Recovery.

VI. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES
--

A. Organization

1. General

Most departments and agencies of local government have emergency functions in addition to their normal day-to-day duties. During emergency situations, our normal organizational arrangements are modified to facilitate emergency operations. Our governmental organization for emergencies includes an executive group, emergency services, and support services. Attachment 3 depicts our emergency organization.

2. Executive Group

The Executive Group provides guidance and direction for emergency management programs and for emergency response and recovery operations. The Executive Group includes the Mayor, City Manager, and Emergency Management Coordinator.

3. Emergency Services

Emergency Services include the Incident Commander and those departments, agencies, and groups with primary emergency response actions. The incident commander is the person in charge at an incident site.

4. Emergency Support Services

This group includes departments and agencies that support and sustain emergency responders and also coordinate emergency assistance provided by organized volunteer organizations, business and industry, and other sources.

5. Volunteer and Other Services

This group includes organized volunteer groups and businesses that have agreed to provide certain support for emergency operations.

B. Assignment of Responsibilities

1. General

For most emergency functions, successful operations require a coordinated effort from a number of departments and groups. To facilitate a coordinated effort, departments heads, and other personnel are assigned primary responsibility for planning and coordinating specific emergency functions. Generally, primary responsibility for an emergency function will be assigned to an individual from the department that has legal responsibility for that function or possesses the most appropriate knowledge and skills. Other officials, departments, and agencies may be assigned support responsibilities for specific emergency functions. Attachment 4 summarizes the general emergency responsibilities of local officials, department heads, and other personnel.

2. The individual having primary responsibility for an emergency function is normally responsible for coordinating preparation of and maintaining that portion of the emergency plan that addresses that function. Plan and annex assignments are outlined in Attachment 5. Listed below are general responsibilities assigned to the Executive Group, Emergency Services, Support Services, and other Support Agencies. Additional specific responsibilities can be found the functional annexes to this Basic Plan.

3. Executive Group Responsibilities

a. The Mayor will:

- 1) Establish objectives and priorities for the emergency management program and provide general policy guidance on the conduct of that program.
- 2) Monitor the emergency response during disaster situations and provides direction where appropriate.
- 3) With the assistance of the Public Information Officer, keep the public informed during emergency situations.
- 4) With the assistance of the legal staff, declare a local state of disaster, request the Governor declare a state of emergency, or invoke the emergency powers of government when necessary.
- 5) Request assistance from other local governments or the State when necessary
- 6) Direct activation of the EOC

b. The City Manager will:

- 1) Implement the policies and decisions of the governing body relating to emergency management.
 - 2) Organize the emergency management program and identifies personnel, equipment, and facility needs.
 - 3) Assign emergency management program tasks to departments and agencies.
 - 4) Ensure that departments and agencies participate in emergency planning, training, and exercise activities.
 - 5) Coordinate the operational response of local emergency services.
 - 6) Coordinate activation of the EOC and supervise its operation.
- c. The Emergency Management Coordinator will:
- 1) Serve as the staff advisor to the Mayor and City Manager on emergency management matters.
 - 2) Keep the Mayor, and City Manager apprised of our preparedness status and emergency management needs.
 - 3) Coordinate local planning and preparedness activities and the maintenance of this plan.
 - 4) Prepare and maintain a resource inventory.
 - 5) Arrange appropriate training for local emergency management personnel and emergency responders.
 - 6) Coordinate periodic emergency exercises to test our plan and training.
 - 7) Manage the EOC, develop procedures for its operation, and conduct training for those who staff it.
 - 8) Activate the EOC when required.
 - 9) Perform day-to-day liaison with the state emergency management staff and other local emergency management personnel.
 - 10) Coordinate with organized volunteer groups and businesses regarding emergency operations.

4. Common Responsibilities

All emergency services and support services will:

- a. Provide personnel, equipment, and supplies to support emergency operations upon request.
- b. Develop and maintain SOPs for emergency tasks.
- c. Provide trained personnel to staff the incident command post and EOC and conduct emergency operations.
- d. Provide current information on emergency resources for inclusion in the Resource List in Appendix 1 to Annex M, Resource Management.
- e. Report information regarding emergency situations and damage to facilities and equipment to the Incident Commander or the EOC.

5. Emergency Services Responsibilities

The Incident Commander will:

- 1) Manage emergency response resources and operations at the incident site command post to resolve the emergency situation.
- 2) Determine and implement required protective actions for response personnel and the public at an incident site.

a. Warning

- 1) Primary responsibility for this function is assigned to the EMC, who will prepare and maintain Annex A (Warning) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
 - a) Receive information on emergency situations.
 - b) Alert key local officials of emergency situations.
 - c) Disseminate warning information and instructions to the public through available warning systems.
 - d) Disseminate warning and instructions to special facilities such as schools and hospitals.

b. Communications

- 1) Primary responsibility for this function is assigned to the EMC, who will prepare and maintain Annex B (Communications) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
 - a) Identify the communications systems available with the local area and determine the connectivity of those systems, and ensure their interoperability.
 - b) Develop plans and procedures for coordinated use of the various communications systems available in this jurisdiction during emergencies.
 - c) Determine and implement means of augmenting communications during emergencies, including support by volunteer organizations.

c. Radiological Protection

- 1) Primary responsibility for this function is assigned to the Fire Chief, who will prepare and maintain Annex D (Radiological Protection) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
 - a) Maintain inventory of radiological equipment.
 - b) Ensure response forces include personnel with current training in radiological monitoring and decontamination.

- c) Respond to radiological incidents and terrorist incidents involving radiological materials.
- d) Make notification concerning radiological incidents to state and federal authorities.

d. Evacuation

- 1) Primary responsibility for this function is assigned to the Police Chief, who will prepare and maintain Annex E (Evacuation) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
 - a) Identify areas where evacuation has been or may in the future and determine of population at risk.
 - b) Perform evacuation planning for known risk areas to include route selection and determination of traffic control requirements.
 - c) Develop simplified planning procedures for ad hoc evacuations.
 - d) Determine emergency public information requirements.
 - e) Perform evacuation planning for special needs facilities (schools, hospitals, nursing homes, and other institutions).

e. Firefighting

- 1) Primary responsibility for this function is assigned to the Fire Chief, who will prepare and maintain Annex F (Firefighting) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
 - a) Fire prevention activities.
 - b) Fire detection and control.
 - c) Hazardous material and oil spill response.
 - d) Terrorist incident response.
 - e) Evacuation support.
 - f) Post-incident reconnaissance and damage assessment.
 - g) Fire safety inspection of temporary shelters.
 - h) Prepare and maintain fire resource inventory.

f. Law Enforcement

- 1) Primary responsibility for this function is assigned to the Police Chief, who will prepare and maintain Annex G (Law Enforcement) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
 - a) Maintenance of law and order.
 - b) Traffic control.
 - c) Terrorist incident response.
 - d) Provision of security for vital facilities, evacuated areas, and shelters.

- e) Access control for damaged or contaminated areas.
- f) Warning support.
- g) Post-incident reconnaissance and damage assessment.
- h) Prepare and maintain law enforcement resource inventory.

g. Health and Medical Services

- 1) Primary responsibility for this function is assigned to the Medical Officer, City Health and Safety Officer, who will prepare and maintain Annex H (Health & Medical Services) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
 - a) Coordinate health and medical care and EMS support during emergency situations.
 - b) Public health information and education.
 - c) Inspection of food and water supplies.
 - d) Develop emergency public health regulations and orders.
 - e) Coordinate collection, identification, and interment of deceased victims.

h. Direction and Control

- 1) Primary responsibility for this function is assigned to the EMC, who will prepare and maintain Annex N (Direction & Control) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
 - a) Direct and control our local operating forces.
 - b) Maintain coordination with neighboring jurisdictions and the Disaster District.
 - c) Maintain the EOC in an operating mode or be able to convert the designated facility space into an operable EOC rapidly.
 - d) Assigns representatives, by title, to report to the EOC and develops procedures for crisis training.
 - e) Develops and identifies the duties of the staff, use of displays and message forms, and procedures for EOC activation.
 - f) Coordinates the evacuation of areas at risk.

i. Hazardous Materials & Oil Spill

- 1) The primary responsibility for this function is assigned to the Fire Chief, who will prepare and maintain Annex Q (Hazardous Material & Oil Spill Response) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
 - a) In accordance with OSHA regulations, establish ICS to manage the response to hazardous materials incidents.
 - b) Establish the hazmat incident functional areas (e.g., Hot Zone, cool zone, Cold Zone, etc.)

- c) Determine and implement requirements for personal protective equipment for emergency responders.
- d) Initiate appropriate actions to control and eliminate the hazard in accordance with established hazmat response guidance and SOPs.
- e) Determine areas at risk and which public protective actions, if any, should be implemented.
- f) Apply appropriate firefighting techniques if the incident has, or may, result in a fire.
- g) Determines when affected areas may be safely reentered.

j. Search & Rescue

- 1) The primary responsibility for this function is assigned to the Fire Chief who will prepare and maintain Annex R (Search and Rescue) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
 - a) Coordinate and conduct search and rescue activities.
 - b) Identify requirements for specialized resources to support rescue operations.
 - c) Coordinate external technical assistance and equipment support for search and rescue operations.

k. Terrorist Incident Response

- 1) Primary responsibility for this function is assigned to the Police Chief, who will prepare and maintain Annex V (Terrorist Incident Response) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
 - a) Coordinate and carry out defensive anti-terrorist activities, including criminal intelligence, investigation, protection of facilities, and public awareness activities.
 - b) Coordinate and carry out offensive counter-terrorist operations to neutralize terrorist activities.
 - c) Carry out terrorism consequence operations conducted in the aftermath of a terrorist incident to save lives and protect public and private property.
 - d) Ensure required notification of terrorist incidents is made to state and federal authorities.

6. Support Services Responsibilities

a. Shelter and Mass Care

- 1) Primary responsibility for this function is assigned to Parks and Recreation Supervisor, who will prepare and maintain Annex C (Shelter and Mass Care) to this plan and supporting SOPs

2) Emergency tasks to be performed include:

- a) Perform emergency shelter and mass care planning.
- b) Coordinate and conduct shelter and mass care operations with our other departments, relief agencies, and volunteer groups.

b. Public Information

1) Primary responsibility for this function is assigned to the City Manager, who will prepare and maintain Annex I (Public Information) to this plan and supporting SOPs.

2) Emergency tasks to be performed include:

- a) Establish a Joint Information Center (JIC)
- b) Conduct on-going hazard awareness and public education programs.
- c) Pursuant to the Joint Information System (JIS), compile and release information and instructions for the public during emergency situations and respond to questions relating to emergency operations.
- d) Provide information to the media and the public during emergency situations.
- e) Arrange for media briefings.
- f) Compiles print and photo documentation of emergency situations.

c. Recovery

1) Primary responsibility for this function is assigned to the Fire Marshal, who will prepare and maintain Annex J (Recovery) to this plan and supporting SOPs.

2) Emergency tasks to be performed include:

- a) Establish and train a damage assessment team using local personnel. Coordinate the efforts of that team with state and federal damage assessment personnel who may be dispatched to assist us.
- b) Assess and compile information on damage to public and private property and needs of disaster victims and formulate and carry out programs to fill those needs.
- c) If damages are beyond our capability to deal with, compile information for use by our elected officials in requesting state or federal disaster assistance.
- d) If we are determined to be eligible for state or federal disaster assistance, coordinate with state and federal agencies to carry out authorized recovery programs.

d. Public Works & Engineering

1) Primary responsibility for this function is assigned to the Public Works Director, who will prepare and maintain Annex K (Public Works & Engineering) to this plan and supporting SOPs.

2) Emergency tasks to be performed include:

- a) Protect government facilities and vital equipment where possible.
- b) Assess damage to streets, bridges, traffic control devices, and other public facilities.
- c) Direct temporary repair of vital facilities.
- d) Restore damaged roads and bridges.
- e) Restore waste treatment and disposal systems.
- f) Arrange for debris removal.
- g) General damage assessment support.
- h) Building inspection support.
- i) Provide specialized equipment to support emergency operations.
- j) Support traffic control and search and rescue operations.

e. Utilities

1) Primary responsibility for this function is assigned to the Assistant City Manager, who will prepare and maintain Annex L (Energy and Utilities) to this plan and supporting SOPs.

2) Emergency tasks to be performed include:

- a) Prioritize restoration of utility service to vital facilities and other facilities.
- b) Arrange for the provision of emergency power sources where required.
- c) Identify requirements for emergency drinking water and portable toilets to the department or agency responsible for mass care.
- d) Assess damage to, repair, and restore public utilities.
- e) Monitor recovery activities of privately owned utilities.

f. Resource Management

1) Primary responsibility for this function is assigned to the Finance Director, who will prepare and maintain Annex M (Resource Management) to this plan and supporting SOPs.

2) Emergency tasks to be performed include:

- a) Maintain an inventory of emergency resources.
- b) During emergency operations, locates supplies, equipment, and personnel to meet specific needs.
- c) Maintain a list of suppliers for supplies and equipment needed immediately in the aftermath of an emergency.
- d) Establish emergency purchasing procedures and coordinate emergency procurements.
- e) Establish and maintain a manpower reserve and coordinate assignment of reserve personnel to departments and agencies that require augmentation.
- f) Coordinate transportation, sorting, temporary storage, and distribution of resources during emergency situations.
- g) Establish staging areas for resources, if required.

- h) During emergency operations, identify to the Donations Management Coordinator those goods, services, and personnel that are needed.
- i) Maintain records of emergency-related expenditures for purchases and personnel.

g. Human Services

- 1) Primary responsibility for this function is assigned to the Assistant City Manager. Prepare and maintain Annex O (Human Services) to this plan and supporting SOPs
- 2) Emergency tasks to be performed include:
 - a) Identify emergency feeding sites.
 - b) Identify sources of clothing for disaster victims.
 - c) Secure emergency food supplies.
 - d) Coordinate the operation of shelter facilities, whether operated by local government, local volunteer groups, or organized disaster relief agencies such as the American Red Cross.
 - e) Coordinate special care requirements for disaster victims such as the aged, special needs individuals, and others.
 - f) Coordinate the provision of disaster mental health services to disaster victims, emergency workers, and/or others suffering trauma due to the emergency incident/disaster.

h. Hazard Mitigation

- 1) The primary responsibility for this function is assigned to the Assistant City Manager, who will prepare and maintain Annex P (Hazard Mitigation) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
 - a) Maintain the local Hazard Analysis.
 - b) Identify beneficial pre-disaster hazard mitigation projects and seek approval from local officials to implement such projects.
 - c) In the aftermath of an emergency, determine appropriate actions to mitigate the situation and coordinate implementation of those actions.
 - d) Coordinate and carry out post-disaster hazard mitigation program.

i. Transportation

- 1) The primary responsibility for this function is assigned to the Fire Chief, who will prepare and maintain Annex S (Transportation) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
 - a) Identifies local public and private transportation resources and coordinates their use in emergencies.

- b) Coordinates deployment of transportation equipment to support emergency operations.
- c) Establishes and maintains a reserve pool of drivers, maintenance personnel, parts, and tools.
- d) Maintains records on use of transportation equipment and personnel for purpose of possible reimbursement.

j. Donations Management

- 1) The primary responsibility for this function is assigned to the Finance Director, who will prepare and maintain Annex T (Donations Management) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
 - a) Compile resource requirements identified by the Resource Management staff.
 - b) Solicit donations to meet known needs.
 - c) Establish and implement procedures to receive, accept or turn down offers of donated goods and services, and provide instructions to donors of needed goods or services.
 - d) In coordination with the Resource Management staff, establish a facility to receive, sort, and distribute donated goods.

k. Legal

- 1) The primary responsibility for this function is assigned to the City Attorney, who will prepare and maintain Annex U (Legal) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
 - a) Advise local officials on emergency powers of local government and procedures for invoking those measures.
 - b) Review and advise our officials on possible legal issues arising from disaster operations.
 - c) Prepare and/or recommend legislation to implement the emergency powers that may be required during and emergency.
 - d) Advise local officials and department heads on record-keeping requirements and other documentation necessary for the exercising of emergency powers.

- l. Department and agency heads not assigned a specific function in this plan will be prepared to make their resources available for emergency duty at the direction of our chief elected official.

7. Volunteer & Other Services

- a. Volunteer Groups. The following are local volunteer agencies that can provide disaster relief services and traditionally have coordinated their efforts with our local government:

1) CHISHOLM TRAIL Chapter, American Red Cross.

Provides shelter management, feeding at fixed facilities and through mobile units, first aid, replacement of eyeglasses and medications, provision of basic clothing, and limited financial assistance to those affected by emergency situations. The Red Cross also provides feeding for emergency workers.

2) The Salvation Army.

Provides emergency assistance to include mass and mobile feeding, temporary shelter, counseling, missing person services, medical assistance, and the warehousing and distribution of donated good including food clothing, and household items. It also provides referrals to government and private agencies for special services.

3) Southern Baptist Convention Disaster Relief.

Provides mobile feeding units staffed by volunteers. Active in providing disaster childcare, the agency has several mobile childcare units. Can also assist with clean-up activities, temporary repairs, reconstruction, counseling, and bilingual services.

4) RACES.

The Radio Amateur Civil Emergency Service provides amateur radio support for emergency operations, including communications support in the EOC.

5) Seven Day Adventist Emergency Services

Provide operation of mass care facilities, mobile kitchens, mobile distribution units for clothing and bedding, emergency food and counseling.

6) Southern Baptist Convention Disaster Relief.

Provides mobile feeding units staffed by volunteers. Active in providing disaster childcare, the agency has several mobile childcare units. Can also assist with clean-up activities, temporary repairs, reconstruction, counseling, and bilingual services.

7) Skywarn.

Group of amateur radio operators who provide storm spotters throughout the county during times of severe weather. Skywarn can communicate with our EOC and the National Weather Service

8) City of Joshua Fire Department CERT (Methodist Disaster Team)

VII. DIRECTION AND CONTROL

A. General

1. The Mayor is responsible for establishing objectives and policies for emergency management and providing general guidance for disaster response and recovery operations, all in compliance with the NIMS. During disasters, he/she may carry out those responsibilities from the EOC.
2. The EMC will provide overall direction of the response activities of all our departments. During major emergencies and disaster, he/she will normally carry out those responsibilities from the EOC.
3. The EMC will manage the EOC.
4. The Incident Commander, assisted by a staff sufficient for the tasks to be performed, will manage the emergency response at an incident site.
5. During emergency operations, department heads retain administrative and policy control over their employees and equipment. However, personnel and equipment will carry out mission assignments directed by the incident commander. Each department and agency is responsible for having its own operating procedures to be followed during response operations, but interagency procedures, such a common communications protocol, may be adopted to facilitate coordinated effort.
6. If our own resources are insufficient or inappropriate to deal with an emergency situation, we may request assistance from other jurisdictions, organized volunteer groups, or the State. The process for requesting State or federal assistance is covered in section V. F. of this plan; (see also the Request for Assistance form in Annex M, Appendix 3. External agencies are expected to conform to the general guidance and directed provided by our senior decision-makers.

B. Emergency Facilities

1. Incident Command Post. Except when an emergency situation threatens, but has not yet occurred, and those situations for which there is no specific hazard impact site (such as a severe winter storm or area-wide utility outage), an incident command post or command posts will be established in the vicinity of the incident site(s), or may be established at the EOC. As noted previously, the incident commander will be responsible for directing the emergency response and managing the resources at the incident scene.
2. Emergency Operations Center. When major emergencies and disasters have occurred or appear imminent, we will activate our EOC, which is located at 770 North Main Street.
3. The following individuals are authorized to activate the EOC:
 - a. Emergency Management Coordinator
 - b. City Manager / Assistant City Manager
 - c. Mayor / Mayor Pro Tem

- d. Fire Chief / Assistant Fire Chief
 - e. Police Chief / Police Captain
 - f. Fire Marshall
4. The general responsibilities of the EOC are to:
- a. Assemble accurate information on the emergency situation and current resource data to allow local officials to make informed decisions on courses of action.
 - b. Working with representatives of emergency services, determine and prioritize required response actions and coordinate their implementation.
 - c. Provide resource support for emergency operations.
 - d. Suspend or curtail government services, recommend the closure of schools and businesses, and cancellation of public events.
 - e. Organize and activate large-scale evacuation and mass care operations.
 - f. Provide emergency information to the public.
5. Representatives of those departments and agencies assigned emergency functions in this plan will staff the EOC. EOC operations are addressed in Annex N (Direction and Control). The interface between the EOC and the incident command post is described in paragraph V. E above.
6. Our Alternate EOC is located at City Hall. This facility will be used if our primary EOC becomes unusable.
7. We have access to a mobile command and control vehicle, operated by Burleson Fire Department, which may be used as an incident command post if it is available.

C. Line of Succession

1. The line of succession for the Mayor is:
- a. Mayor Pro Tem
 - b. Determined by City Council Tenure
 - c. City Manager
2. The line of succession for the City Manager is:
- a. Assistant City Manager
 - b. City Secretary
3. The line of succession for the Emergency Management Coordinator is:
- a. Fire Chief
 - b. Police Chief

- c. Assistant Fire
- d. Fire Marshal

- 4. The lines of succession for each of our department and agency heads shall be in accordance with the SOPs established by those departments and agencies.

VIII. READINESS LEVELS

- A. Many emergencies follow some recognizable build-up period during which actions can be taken to achieve a gradually increasing state of readiness. We use a four-tier system. Readiness Levels will be determined by the Emergency Management Coordinator, City Manager or, Mayor for certain circumstances. General actions to be taken at each readiness level are outlined in the annexes to this plan; more specific actions will be detailed in departmental or agency SOPs.
- B. The following Readiness Levels will be used as a means of increasing our alert posture.
 - 1. Condition Green: Normal Conditions
 - a. Emergency incidents occur and local officials are notified. One or more departments or agencies respond to handle the incident; an incident command post may be established. Limited assistance may be requested from other jurisdictions pursuant to established inter-local agreements.
 - b. The normal operations of government are not affected.
 - 2. Condition Yellow: Increased Readiness
 - a. Increased Readiness refers to a situation that presents a greater potential threat than "Condition Green", but poses no immediate threat to life and/or property. Increased readiness actions may be appropriate when the situations similar to the following occur:
 - 1) Severe Weather Threat. A severe weather system has developed that has the potential to impact the local area. Readiness actions may include regular situation monitoring, a review of plans and resource status, determining staff availability and placing personnel on -call
 - 2) Tornado Watch indicates possibility of tornado development. Readiness actions may include increased situation monitoring and placing selected staff on alert.
 - 3) Flash Flood Watch indicates flash flooding is possible due to heavy rains occurring or expected to occur. Readiness actions may include increased situation-monitoring, reconnaissance of known trouble spots, deploying warning signs.
 - 4) Wildfire Threat. During periods of extreme wildfire threat, readiness actions may include deploying additional resources to areas most at risk, arranging for standby commercial water tanker support, conducting daily aerial reconnaissance, or initiating burn bans.

- 5) Mass Gathering. For mass gatherings readiness actions shall include reviewing security, traffic control, fire protection, and first aid planning with organizers and determining additional requirements.
 - b. Declaration of “Condition Yellow” will generally require the initiation of the “Increased Readiness” activities identified in each annex to this plan.
 3. Condition Orange: High Readiness
 - a. High Readiness refers to a situation with a significant potential and probability of causing loss of life and/or property. This condition will normally require some degree of warning to the public. Actions could be triggered by severe weather warning information issued by the National Weather Service such as:
 - 1) Severe Weather Threat. A severe weather system may impact the local area within 4 hours. Readiness actions may include continuous storm monitoring, identifying worst-case decision points, increasing preparedness of personnel and equipment, updating evacuation checklists, and activation EOC.
 - 2) Tornado Warning. Issued when a tornado has actually been sighted in the vicinity or indicated by radio, and may strike in the local area. Readiness actions may include activating the EOC, continuous situation monitoring, and notifying the public about the warning.
 - 3) Flash Flood Warning. Issued to alert persons that flash flooding is imminent or occurring on certain streams or designated areas, and immediate action should be taken. Readiness actions may include notifying the public about the warning, evacuating low-lying areas, open shelters to house evacuees, and continuous situation monitoring.
 - 4) Winter Storm Warning. Issued when heavy snow, sleet, or freezing rain are forecast to occur separately or in a combination. Readiness actions may include preparing for possible power outages, putting road crews on stand-by to clear and/or sand the roads, and continuous situation monitoring.
 - 5) Mass Gathering. Civil disorder with relatively large-scale localized violence is imminent. Readiness actions may include increased law enforcement presence, putting hospitals and fire departments on alert, and continuous situation monitoring.
 - b. Declaration of a “Condition Orange” will generally require the initiation of the “High Readiness” activities identified in each annex to this plan.
 4. Condition Red: Maximum Readiness
 - a. Maximum Readiness refers to situation that hazardous conditions are imminent. This condition denotes a greater sense of danger and urgency than associated with a “Condition Orange” event. Actions could also be generated by severe weather

warning information issued by the National Weather Service combined with factors making the event more imminent.

- 1) Severe Weather Threat. The evacuation decision period is nearing for an approaching weather system that may impact the local area. Readiness actions may include continuous situation monitoring, full activation of the EOC, and recommending precautionary actions for special facilities, placing emergency personnel and equipment into position for emergency operations, and preparing public transportation resources for evacuation support.
 2. Tornado Warning. Tornado has been sighted by ground spotters or radar within 10 miles of the City and is approaching the City. Readiness actions may include activating the City's Outdoor Warning Sirens and issuing a Code Red Message, taking immediate shelter.
 3. Flash Flood Warning. Flooding is imminent or occurring at specific locations. Readiness actions may include evacuations, rescue teams on alert, sheltering evacuees and/or others displaced by the flooding, and continuous monitoring of the situation.
 4. Mass Gathering. Civil disorder is about to erupt into large-scale and widespread violence. Readiness actions may include having all EMS units on stand-by, all law enforcement present for duty, notify the DDC that assistance may be needed and keep them apprised of the situation, and continuous situation monitoring is required.
- b. Declaration of "Condition Red" will generally require the initiation of the "Maximum Readiness" activities identified in each annex to this plan.

IX. ADMINISTRATION AND SUPPORT

A. Agreements and Contracts

1. Should our local resources prove to be inadequate during an emergency, requests will be made for assistance from other local jurisdictions, other agencies, and industry in accordance with existing mutual-aid agreements and contracts and those agreements and contracts concluded during the emergency. Such assistance may include equipment, supplies, or personnel. All agreements will be entered into by authorized officials and should be in writing whenever possible. Agreements and contracts should identify the local officials authorized to request assistance pursuant to those documents.
2. In an effort to facilitate assistance pursuant to mutual aid agreements, our available resources are identified and are a part of the Texas Regional Response Network (TRRN).
3. The agreements and contracts pertinent to emergency management that we are a party to are summarized in Attachment 6.

B. Reports

1. **Hazardous Materials Spill Reporting.** If we are responsible for a release of hazardous materials of a type or quantity that must be reported to state and federal agencies, the department or agency responsible for the spill shall make the required report. (See Annex Q, Hazardous Materials and Oil Spill Response, for more information). If the party responsible for a reportable spill cannot be located, the Incident Commander shall ensure that the required report(s) are made.
2. **Initial Emergency Report.** This short report should be prepared and transmitted by the EOC when an on-going emergency incident appears likely to worsen and we may need assistance from other local governments or the State. See Annex N, Direction and Control for the format and instructions for this report.
3. **Situation Report.** A daily situation report should be prepared and distributed by the EOC during major emergencies or disasters. See Annex N, Direction and Control, for the format of and instructions for this report.
4. **Other Reports.** Several other reports covering specific functions are described in the annexes to this plan.

C. Records

1. **Record Keeping for Emergency Operations**

Our city is responsible for establishing the administrative controls necessary to manage the expenditure of funds and to provide reasonable accountability and justification for expenditures made to support emergency operations. This shall be done in accordance with the established local fiscal policies and standard cost accounting procedures.

- a. **Activity Logs.** The Incident Command Post and the EOC shall maintain accurate logs recording key response activities, including:
 - 1) Activation or deactivation of emergency facilities.
 - 2) Emergency notifications to other local governments and to state and federal agencies.
 - 3) Significant changes in the emergency situation.
 - 4) Major commitments of resources or requests for additional resources from external sources.
 - 5) Issuance of protective action recommendations to the public.
 - 6) Evacuations.
 - 7) Casualties.
 - 8) Containment or termination of the incident.
- b. **Incident Costs.** All department and agencies shall maintain records summarizing the use of personnel, equipment, and supplies during the response to day-to-day incidents to obtain an estimate of annual emergency response costs that can be used as in preparing future department or agency budgets.

- c. **Emergency or Disaster Costs.** For major emergencies or disasters, all departments and agencies participating in the emergency response shall maintain detailed of costs for emergency operations to include:

- 1) Personnel costs, especially overtime costs
- 2) Equipment operations costs
- 3) Costs for leased or rented equipment
- 4) Costs for contract services to support emergency operations
- 5) Costs of specialized supplies expended for emergency operations

These records may be used to recover costs from the responsible party or insurers or as a basis for requesting financial assistance for certain allowable response and recovery costs from the state and/or federal government.

2. Preservation of Records

- a. In order to continue normal government operations following an emergency situation disaster, vital records must be protected. These include legal documents as well as property and tax records. The principal causes of damage to records are fire and water; therefore, essential records should be protected accordingly. Each agency responsible for preparation of annexes to this plan will include protection of vital records in its SOPs.
- b. If records are damaged during an emergency situation, we will seek professional assistance to preserve and restore them.

D. Training

It will be the responsibility of each agency director to ensure that agency personnel, in accordance with the NIMS, possess the level of training, experience, credentialing, currency, physical and medical fitness, or capability for any positions they are tasked to fill.

E. Consumer Protection

Consumer complaints regarding alleged unfair or illegal business practices often occur in the aftermath of a disaster. Such complaints will be referred to the City Attorney, who will pass such complaints to the Consumer Protection Division of the Office of the State Attorney General.

F. Post-Incident and Exercise Review

The EMC is responsible for organizing and conducting a critique following the conclusion of a significant emergency event/incident or exercise. The After Action Report (AAR) will entail both written and verbal input from all appropriate participants. An Improvement Plan will be developed based on the deficiencies identified, and an individual, department, or agency will be assigned responsibility for correcting the deficiency and a due date shall be established for that action.

X. PLAN DEVELOPMENT AND MAINTENANCE
--

A. Plan Development

The Mayor is responsible for approving and promulgating this plan.

B. Distribution of Planning Documents

1. The Mayor shall determine the distribution of this plan and its annexes. In general, copies of plans and annexes should be distributed to those individuals, departments, agencies, and organizations tasked in this document. Copies should also be set-aside for the EOC and other emergency facilities.
2. The Basic Plan should include a distribution list (See Attachment 1 to this plan) that indicates who receives copies of the basic plan and the various annexes to it. In general, individuals who receive annexes to the basic plan should also receive a copy of this plan, because the Basic Plan describes our emergency management organization and basic operational concepts.

C. Review

The Basic Plan and its annexes shall be reviewed annually. The EMC will establish a schedule for annual review of planning documents by those tasked in them.

D. Update

1. This plan will be updated based upon deficiencies identified during actual emergency situations and exercises and when changes in threat hazards, resources and capabilities, or government structure occur.
2. The Basic Plan and its annexes must be revised or updated by a formal change at least **every five years**. Responsibility for revising or updating the Basic Plan is assigned to Emergency Management Coordinator. Responsibility for revising or updating the annexes to this plan is outlined in Section VI.B, Assignment of Responsibilities, as well as in each annex. For details on the methods of updating planning documents as well as more information on when changes should be made, refer to Chapter 3 of the Division of Emergency Management (DEM) *Local Emergency Management Planning Guide* (DEM-10).
3. Revised or updated planning documents will be provided to all departments, agencies, and individuals tasked in those documents.
4. §418.043(4) of the Government Code provides that DEM shall review local emergency management plans. The process for submitting new or updated planning documents to DEM is described in Chapter 6 of the DEM-10. The EMC is responsible for submitting copies of planning documents to our DEM Regional Liaison Officer for review.

ATTACHMENTS:

1. Distribution List
2. References
3. Organization for Emergencies
4. Functional Responsibility Matrix
5. Annex Assignments
6. Summary of Agreements & Contracts
7. National Incident Management System

ATTACHMENT 1 DISTRIBUTION LIST
--

<u>Jurisdiction/Agency Plan</u>	<u>Basic Plan</u>	<u>Annexes</u>
Mayor and Council	Yes	All
City Manager	Yes	All
Emergency Management Coordinator	Yes	All
Assistant City Manager	Yes	All
City Attorney	Yes	All
City Secretary	Yes	All
Fire Chief	Yes	All
Police Chief	Yes	All
Finance Director	Yes	All
Public Works Director	Yes	All
City Emergency Operations Center	Yes	All
Police and Fire Communications Centers	Yes	All
Available to all the public	Yes	All

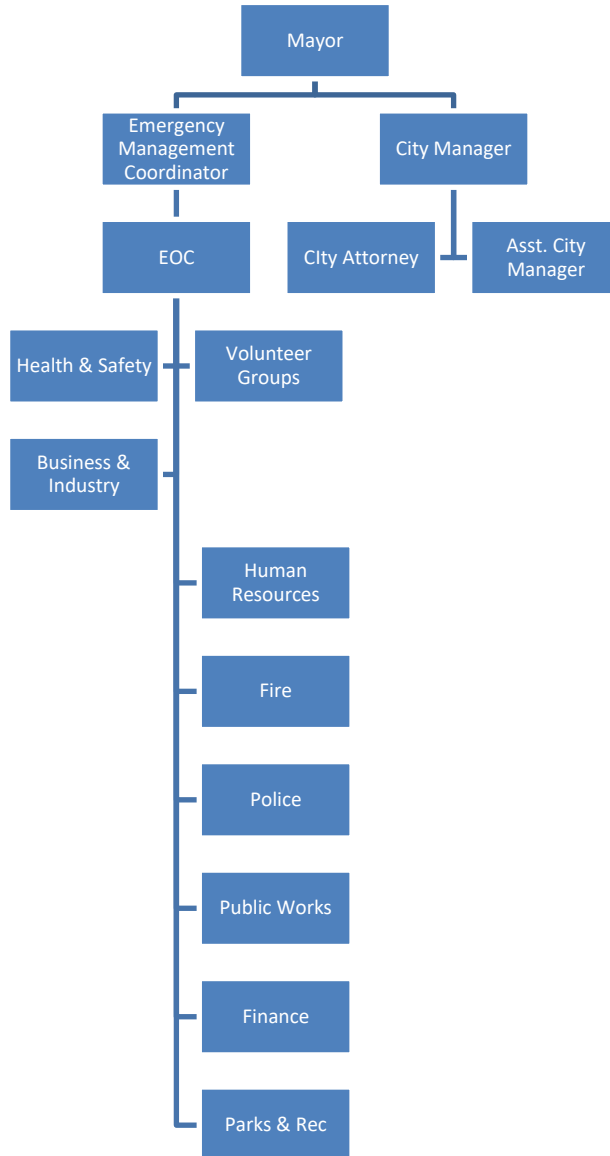
ATTACHMENT 2 REFERENCES

1. Texas Department of Public Safety, Governor's Division of Emergency Management, *Local Emergency Management Planning Guide*, DEM-10
2. Texas Department of Public Safety, Governor's Division of Emergency Management, *Disaster Recovery Manual*
3. Texas Department of Public Safety, Governor's Division of Emergency Management, *Mitigation Handbook*
4. FEMA, Independent Study Course, IS-288: *The Role of Voluntary Organizations in Emergency Management*
5. FEMA, *Comprehensive Preparedness Guide (CPG-101)*
6. U. S. Department of Homeland Security, *National Response Plan*
7. 79th Texas Legislature, *House Bill 3111*

ATTACHMENT 3
ORGANIZATION FOR EMERGENCY MANAGEMENT

City Of Joshua

Organization for Emergency Management



ATTACHMENT 4
EMERGENCY MANAGEMENT FUNCTIONAL RESPONSIBILITIES

	Warning	Communications	Shelter & Mass Care	Radiological Protection	Evacuation	Firefighting	Law Enforcement	Health & Medical	Public Information	Recovery	Public Works & Engineering	Utilities	Resource Management	Direction & Control	Human Services	Hazard Mitigation	Hazmat & Oil Spill Response	Search & Rescue	Transportation	Donations Management	Legal	Terrorist Incident Response
Mayor	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
City Manager	S	S	S	S	S	S	S	S	P	S	S	S	S	S	S	S	S	S	S	S	S	S
City Attorney		S	S		S		S	S	S	S			S	S	S		S				P	S
City Secretary									S	S			S	S						S	S	
Assistant City Manager	S	S	S		S			S	S	S	P	P	S			P			S	S	S	
Police Chief	S	S	S	S	P	S	P	S	S	S			S	S			S	S	S		S	P
Fire Chief	S	S	S	P	S	P	S	S	S	S			S	S		S	P	P	P			S
Fire Marshal			S				S	S	S	P												
Public Works		S		S	S	S		S	S	S	S	S	S			S	S					S
Finance			S		S		S	S	S	S	S	S	P	P	S	S				P		
Parks and Rec. Supervisor			P		S			S	S	S			S		P							
County EMS Provider			S	S	S	S		P	S						S			S	S			S
EMC	P	P	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C

P – INDICATES PRIMARY RESPONSIBILITY
S – INDICATES SUPPORT RESPONSIBILITY
C – INDICATES COORDINATION RESPONSIBILITY

ATTACHMENT 5 ANNEX ASSIGNMENTS
--

ANNEX	ASSIGNED TO:
Annex A: Warning	EMC/Fire Chief
Annex B: Communications	Police Chief
Annex C: Shelter & Mass Care	Parks and Recreation Supervisor
Annex D: Radiological Protection	Fire Chief
Annex E: Evacuation	Police Chief
Annex F: Firefighting	Fire Chief
Annex G: Law Enforcement	Police Chief
Annex H: Health and Medical Services	County EMS Provider
Annex I: Public Information	City Manager
Annex J: Recovery	Fire Marshal
Annex K: Public Works & Engineering	Public Works
Annex L: Utilities	Assistant City Manager
Annex M: Resource Management	Finance Director
Annex N: Direction & Control	Finance Director
Annex O: Human Services	Parks and Recreation Supervisor
Annex P: Hazard Mitigation	Assistant City Manager
Annex Q: Hazardous Materials & Oil Spill Response	Fire Chief
Annex R: Search & Rescue	Fire Chief
Annex S: Transportation	Fire Chief
Annex T: Donations Management	Finance Director
Annex U: Legal	City Attorney
Annex V: Terrorist Incident Response	Police Chief

ATTACHMENT 6 SUMMARY OF AGREEMENTS & CONTRACTS

Agreements

Description: Mutual aid agreement between the city of Joshua and Johnson County.

Summary of Provisions: Provide mutual aid to meet any emergency or disaster from enemy attack, Technological, Natural or otherwise. Responders remain under control of their own supervisors and will receive mission assignments from the requesting jurisdiction.

Officials Authorized to Implement: City: Mayor, EMC

Costs: No operating cost reimbursements

*Copies Held By: **Mayor, EMC, City Manager, Resource Manager***

Description: Mutual aid agreement between the City of Joshua and Johnson County Cities.

Summary of Provisions: Provide mutual aid for the provision of municipal services and the protection of the health, safety and welfare of the cities of each city. Responders remain under control of their own supervisors and will receive mission assignments from the requesting jurisdiction.

Officials Authorized to Implement: City Mayor or Administrative Head

Costs: No operating cost reimbursement

*Copies Held By: **Mayor, EMC, City Manager, and Resource Manager***

Description: Agreement between Johnson County and the American Red Cross providing for disaster relief services.

Summary of Provisions Resolution # Rs10-1998-90 providing relief services to be provided to the city by American Red Cross:

Officials Authorized to Implement Mayor:

Costs: No Cost

Copies Held By Mayor, EMC, City Manager

Contracts

Description:

Summary of Provisions:

Officials Authorized to Implement:

Costs:

Copies Held By:

Description:

Summary of Provisions:

Officials Authorized to Implement:

Costs:

Copies Held By:

ATTACHMENT 7 NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) SUMMARY
--

A. BACKGROUND

1. NIMS is a comprehensive, national approach to incident management that is applicable to all jurisdictional levels and across functional disciplines. This system is suitable across a wide range of incidents and hazard scenarios, regardless of size or complexity. It provides a flexible framework for all phases of incident management, as well as requirements for processes, procedures, and systems designed to improve interoperability.
2. NIMS is a multifaceted system that provides a national framework for preparing for, preventing, responding to, and recovering from domestic incidents.

B. COMPONENTS

1. Command and Management. The incident management structures employed by NIMS can be used to manage emergency incidents or non-emergency events such as celebrations. The system works equally well for small incidents and large-scale emergency situations. The system has built-in flexibility to grow or shrink depending on current needs. It is a standardized system, so personnel from a variety of agencies and geographic locations can be rapidly incorporated into a common management structure.
 - a. Multiagency Coordination Systems. Multiagency coordination systems may be required for incidents that require higher level resource management or information management. The components of multiagency coordination systems include facilities, equipment, EOCs, specific multiagency coordination entities, a personnel, procedures, and communications: all of which are integrated into a common framework for coordinating and supporting incident management.
 - b. Public information. The NIMS system fully integrates the ICS Joint Information system (JIS) and the Join Information Center (JIC). The JIC is a physical location where public information staff involved in incident management activities can collocate to perform critical emergency information, crisis communications, and public affairs functions. More information on JICs can be obtained
 - c. Incident Management System. A system that can be used to manage emergency incidents or non- emergency events such as celebrations

C. FEATURES OF ICS

1. ICS has a number of features that work together to make it a real management system. Among the primary attributes of ICS are:
 - a. Common Terminology. ICS requires the use of common terminology, such as the use of standard titles for facilities and positions within an organization, to ensure efficient and clear communications.

- b. **Organizational Resources.** All resources including personnel, facilities, major equipment, and supply items used to support incident management activities must be “typed” with respect to capability. Typing will minimize confusion and enhance interoperability.
- c. **Manageable Span of Control.** Span of control should ideally vary from three to seven. Anything less or more requires expansion or consolidation of the organization.
- d. **Organizational Facilities.** Common terminology is used to define incident facilities, the activities conducted at these facilities, and the organizational positions that can be found working there.
- e. **Use of Position Titles.** All ICS positions have distinct titles.
- f. **Reliance on an Incident Action Plan.** The incident action plan, which may be verbal or written, is intended to provide supervisory personnel a common understanding of the situation and direction for future action. The plan includes a statement of objectives, organizational description, assignments, and support material such as maps. Written plans are desirable when two or more jurisdictions are involved, when state and/or federal agencies are assisting local response personnel, or there has been significant turnover in the incident staff.
- g. **Integrated Communications.** Integrated communications includes interfacing disparate communications as effectively as possible, planning for the use of all available systems and frequencies, and requiring the use of clear text in communications.
- h. **Accountability.** ICS is based on an orderly chain of command, check-in for all responders, and only one supervisor for each responder.
- i. **ICS is based on an orderly chain of Command, Operations, Planning, Logistics, and Finance**

2. COMMAND

- a. The one ICS position/function that **must** be filled on all incidents.
- b. Single command is indicated when the incident is contained in one jurisdiction and a single discipline (fire, police, public works, EMS) has the responsibility for managing the principal hazard of the incident.
- c. Command is responsible for establishing:
 - (1) A single command post (CP)
 - (2) The overall incident management organization
 - (3) Identifying overall incident objectives
 - (4) Establishing and maintaining scene safety
 - (5) Conducting planning meetings with command and general staff
 - (6) Developing a single, Incident Action Plan (IAP)
 - (7) Establishing tactics, assigning resources, and monitoring performance, if an Operations Chief has not been assigned.

- d. Command at an incident is initially established by the highest ranking person at the scene that has jurisdiction for incident.
- e. Command may be transferred to a more qualified person, due to a change in the lead jurisdiction/discipline, or a shift change.
- f. Transfer of command can be by radio or preferably face to face.
- g. A briefing should be conducted for the incoming IC and assist in the transition

3. COMMAND STAFF

a. Public Information Officer (PIO)

- (1) Single point of contact with the media.
- (2) Establishes media briefing times and places
- (3) Prepares press releases

b. Safety Officer

- (1) Monitors conditions, identifies hazards and risks, and recommends appropriate actions.
- (2) Directly intervenes to correct dangerous situations.
- (3) Develops incident safety plan.
- (4) Investigates all accidents

c. Liaison Officer

- (1) Point of contact for assisting or cooperating agencies.
- (2) Maintain a resource list of assisting cooperating agencies.
- (3) Determines the limitations and or capabilities of assisting agencies.

d. Intelligence and Information Officer

- (1) Responsible for gathering intelligence related to the incident
- (2) At the federal level may be staffed by Federal Bureau of Investigation (FBI)

4. UNIFIED COMMAND

- a. Unified Command is a variant of ICS used when there is more than one agency or jurisdiction with responsibility for the incident or when personnel and equipment from a number of different agencies or jurisdictions are responding to it. This might occur when the incident site crosses jurisdictional boundaries or when an emergency situation involves matters for which state and/or federal agencies have regulatory responsibility or legal requirements.
- b. ICS Unified Command is intended to integrate the efforts of multiple agencies and jurisdictions. The major change from a normal ICS structure is at the top. In a Unified command, senior representatives of each agency or jurisdiction responding to the

incident collectively agree on objectives, priorities, and an overall strategy or strategies to accomplish objectives; approve a coordinated Incident Action Plan; and designate an Operations Section Chief. The Operations Section Chief is responsible for managing available resources to achieve objectives. Agency and jurisdictional resources remain under the administrative control of their agencies or jurisdictions, but respond to mission assignments and direction provided by the Operations Section Chief based on the requirements of the Incident Action Plan.

5. AREA COMMAND

- a. An Area Command is intended for situations where there are multiple incidents that are each being managed by an ICS organization or to oversee the management of large or multiple incidents to which several Incident Management Teams have been assigned. Area Command becomes Unified Area Command when incidents are multijurisdictional.
- b. The organization of an Area Command is different from a Unified Command in that there is no operations section, since all operations are conducted on-scene, at the separate ICPs.
- c. Multiagency Coordination Systems. Multiagency coordination systems may be required for incidents that require higher level resource management or information management. The components of multiagency coordination systems include facilities, equipment, EOCs, specific multiagency coordination entities, personnel, procedures, and communications; all of which are integrated into a common framework for coordinating and supporting incident management.
- d. Public Information. The NIMS system fully integrates the ICS Joint Information System (JIS) and the Joint Information Center (JIC). The JIC is a physical location where public information staff involved in incident management activities can collocate to perform critical emergency information, crisis communications, and public affairs functions. More information on JICs can be obtained in the DHS *National Incident Management System Plan*, dated March 2004.
- e. Preparedness. Preparedness activities include planning, training, and exercises as well as certification of response personnel, and equipment acquisition and certification. Activities would also include the creation of mutual aid agreements and Emergency Management Assistance Compacts. Any public information activities such as publication management would also be preparedness activities.
- f. Resource Management. All resources, such as equipment and personnel, must be identified and typed. Systems for describing, inventorying, requesting, and tracking resources must also be established.
- g. Communications and Information Management. Adherence to NIMS specified standards by all agencies ensures interoperability and compatibility in communications and information management.

- h. Supporting Technologies. This would include any technologies that enhance the capabilities essential to implementing the NIMS. For instance, voice and data communication systems, resource tracking systems, or data display systems.
- i. Ongoing Management and Maintenance. The NIMS Integration Center provides strategic direction and oversight in support of routine review and continual refinement of both the system and its components over the long term.

6. Five Functions of Incident Management

a. Command

- (1) Overall responsibility of the incident or event.
- (2) Determines strategy and objectives based on incident priorities.
- (3) Develops the ICS structure appropriate for the incident.
- (4) Responsible for Public Information, Safety, Liaison and Intelligence functions.

b. Operations

- (1) Develops the tactical organization and directs all resources to carry out the objectives.
- (2) Responsible for all tactical Ground and Air Resources, and Staging area.
- (3) Air Operations include air tactical and air support.

c. Planning

- (1) Maintains Incident and Resource status
- (2) Gathers and provides situation data.
- (3) Develops an Incident Action Plan (IAP)
- (4) Develop contingency plans based on possibilities.
- (5) Planning section may be organized into four units: Resources, Situation, Documentation, and Demobilization.

d. Logistics

- (1) Provides services and support to the incident. May be divided into two branches:
 - a) Services include: Communications, Medical, Food
 - b) Support functions include: Supplies, Facilities, and Ground Support

e. Finance/Administration

- (1) Monitors incident related costs, and administrating any necessary procurement contracts
- (2) Finance section may be organized into four units: Time, Procurement; Cost, Compensations/Claims.

7. Major Geographical, Functional, or Management Elements

a. Branches

- (1) Due to span of control issues Operations and Logistics may assign major Branches such as (Fire, Police, Law Enforcement, etc.) Branches can be functional or geographical. Branches are supervised by Directors and report to Operations or Logistics Section Chief.

b. Division/Groups/Sectors

- (1) Divisions are geographical elements assigned to a specific location. Divisions are led by a Supervisor, Reports to Branch Director or Operations Chief.
- (2) Groups are functional elements assigned to a particular task. Groups are led by a supervisor.
- (3) Sectors are generic and can be geographical or functional.

c. Three methods of using resources:

- (1) Single Resource: Individual piece of equipment or crew. Reports to a Leader.
- (2) Task Force: Any combination and number of single resources, (within span of control), must have a leader, have common communications, and transportation. Reports to a leader.
- (3) Strike Team: All resources must be the same kind and type, must have a leader, common communications, transportation, and maintain span of control, Reports to a Leader.

8. Facilities

- a. Incident base: Logistics and primary services and support. Out of service resources kept here. Usually only one base per incident. Base should have name designation. Base Manager may be assigned.
- b. Camps: Temporary location for Incident Personnel for sleeping, food and drinks, and sanitary services. A Camp Manager maybe assigned, Camps are designated by a geographic reference, name or by a number.
- c. Heli-base: An area from which helicopters can be parked, fueled, secured, maintained, and loaded. Heli-base can be at the incident or at a nearby airport or offside locale. Designated by the incident name. Heli-base Manager is assigned and reports to Air Operations Branch Director or Operations Chief.
- d. Heli-spot: Temporary areas in which helicopters can be landed on or near the incident. Commonly referred to as Landing Zones. Heli-spot Manager may be assigned and reports to the Heli-base Manager.
- e. Staging: Temporary location for resources awaiting assignments. Staging is normally assigned under Operations. Incidents may have several staging areas. May include fueling and sanitation areas. Staging area manager may need to be assigned. Staging area should be within 5 minutes of need.

9. Preparedness

- a. Preparedness activities include planning, training, and exercises as well as certification of response personnel, and equipment acquisition and certification. Activities would also include the creation of mutual aid agreements and Emergency Management Assistance Compacts. Any Public information activities such as publication management would also be preparedness activities.

10. Resource Management

- a. All resources, such as equipment and personnel, must be identified and typed and systems for describing, inventorying, requesting, and tracking resources must also be established.
- b. Resource Status
 - (1) Assigned – Working on tactical assignment.
 - (2) Available – Ready for assignment.
 - (3) Out of Service – Not ready for Deployment.
- c. Resource Typing:
 - (1) Resources are typed by number, with 1 being the highest capability of capacity.
 - (2) Kind of resources are predetermined to identify like resources.

11. Communications and information Management

- a. Adherence to NIMS specified standards by all agencies ensures interoperability and compatibility in communications and information management.

12. Supporting Technologies

- a. This would include any technologies that enhance the capabilities essential to implementing the NIMS, such as voice and data communications systems, resource tracking systems, or data display systems.

13. Ongoing Management and Maintenance

- a. The NIMS Integration Center provides strategic direction and oversight in support of routine review and continual refinement of both the system and its components over the long term.

14. Lead Agency

- a. In some cases it may become necessary to identify a lead discipline and agency for emergencies in the City of Joshua for one of the following reasons.
 - (1) Rapidly developing emergency conditions require immediate action.
 - (2) Members of the Unified Command cannot agree on a general course of action.
 - (3) Ensures command is established early in an incident.

- b. The chart below designates the lead discipline based on the primary uncontrolled hazard. In the case of multiple hazards, the heights priority will take precedence.

Determining the Lead Discipline

Hazard Priority	Lead Discipline
Criminal Incident/Investigation	Police
Civil Disturbance	Police
Bomb Device, Bomb Detonation	Police
Rescue (non-criminal)	Fire
Structural Collapse	Fire
Fire or Explosion	Fire
Mass Casualty Incident	Fire
Medical Emergency	Fire
Hazardous Material Release	Fire
Motor Vehicle Accident (with injuries)	Fire
Major Water Leak	Public Works/City Manager
Major Utility Outage	Public Works/City Manager
Major Incident at Water/Wastewater Plant	Public Works/City Manager

- c. Lead Discipline may change during an incident as the priorities of the emergency change.

January 2022

The month of January saw the police department maintain a high level of self-initiated activity, despite several personnel out with Covid related illness. Officers made 17 arrests during the month, while only investigating two traffic crashes. Arrests included the seizure of methamphetamine, heroin, ecstasy, Xanax, fentanyl, THC oil and a firearm. Officers also arrested a subject in possession of fraudulent checks, credit cards, social security numbers and driver license numbers.

The police department compiled traffic stop data for calendar year 2021 and submitted the data to an outside assessor for analysis. The police department made 5,461 traffic stops in 2021. The data is reviewed and a final report returned to the police department. The racial profiling report for 2021 showed no anomalies or areas of concern by members of the police department while engaging in traffic enforcement. The data will be submitted to TCOLE to satisfy the statutory requirement.

The department took delivery of three new administrative and criminal investigation vehicles, enhancing our ability to provide service to the city. The department also took possession of an additional LIDAR (laser) speed detection device and took possession of 25 9mm Glock duty pistols.

Patrol

Category	January 2022	January 2021	2022 year to date
Dispatched Calls	199	222	199
Arrests	17	5	17
Crash Reports	2	9	2
Traffic Stops	760	283	760
Citations	320	99	320
Outside LE Agency Assist	20	12	20
Reports	48	51	48

K9

K9 Camo was deployed 5 times in the month of January. K9 Camo detected narcotics in three vehicle deployments, including assisting Burleson PD with the apprehension of a suspect

distributing Fentanyl pills. K9 Camo also assisted Keene PD with the tracking of a suspect during an active murder investigation.

Criminal Investigations

The Criminal Investigations Division was assigned 25 cases for the month of January. Detectives obtained three arrest warrants and one search warrant. The criminal investigations division also assisted Keene PD with a murder investigation.

Training

Officer Watson became a certified ASP (baton) instructor during the month of January. Officer Watson's certification allows police personnel to maintain proficiency in the deployment and use of batons as an impact weapon. Sergeant Lee, Officer Clark and Officer Winkle became certified Glock Armors. This training will allow the department to maintain its inventory of Glock handguns in proper working order and any repairs can be made in-house. The police department has changed its online training provider from Police One to OSS Academy. OSS Academy offers a more robust training platform and more TCOLE training classes. These offerings will allow officers to achieve higher levels of peace officer proficiency, at a more rapid and cost-effective pace.

Community Outreach

Event	Date
Joshua Citizen Police Academy Alumni Meeting	January 4 th
Johnson County Chief's Meeting	January 6 th
Crime Stoppers Meeting	January 11 th
Tarrant Area Food Bank Drive	January 13 th
North Texas Police Chief's Association Meeting	January 26 th



Joshua Fire Department Monthly Activity Report

January 2022

PERSONNEL

The department now has seven part time firefighters. The goal is to create a pool of 10 part time firefighters.

Firefighter Trent Yerigan resigned to accept a position with the Mineral Wells Fire Department. The recruitment process to replace him is in progress. Testing for physical ability will take place at Tarrant County College on March 5. Aptitude testing is scheduled for March 11. Additional examinations including psychological and oral review board will take place at later dates.

The recruitment process for volunteer firefighters, with plans to target the two neighboring high schools, is still ongoing. Materials needed for recruitment are being developed and acquired. It is hoped that the process can start in the Spring.

Volunteer Firefighter Barney Nash has resigned from the department to accept a full time position with the City of Arlington Fire Department. We hope the best for Barney in his new professional career.

EMERGENCY RESPONSE

The monthly emergency response report (see attached) has been reformatted to better track the number of and types of responses. A new category, NO RESPONSE 2nd CALL, was added to track the incidence of emergencies that are dispatched before Joshua fire units have cleared a previously dispatched incident and are therefore not available to respond. These incidents are not counted in the MISSED CALL category for ESD agreement purposes, but have the same effect for those who are needing assistance.

CODE COMPLIANCE

Code Compliance is continuing to take aggressive action on serious violations. The Wagon Wheel area is receiving the largest amount of attention in an attempt to gain compliance on numerous individual violations including abandoned and junked vehicles, and trash and debris. The process of notification on some violations (abandoned and junked vehicles) can entail up to 26 days before the Postal Service process completes. The next step, issuance of citations, can then be taken. Forced removal of vehicles, by the City, is the ultimate process. Cooperation is being realized from most of the violators. Code Compliance is continuing to streamline the process

Deputy Fire Marshal Gage Noblitt is continuing his Field Training with Joshua PD. After completion of that process he will participate in ride-outs with a code compliance officer with the City of Burleson.

EMERGENCY MANAGEMENT

The City's Emergency Management Plan is due for updating. It is planned to submit the basic plan to counsel for approval in February. The numerous annexes that accompany the plan will be updated through a joint effort with those who are responsible for each annex, primarily department heads.

The HazMap Plan, one of the annexes, has been in the update stage for several months. This is a joint effort with Johnson County Emergency Management and the North Central Texas Council of Governments.

**JOSHUA FIRE DEPARTMENT
EMERGENCY RESPONSE STATISTICS**

YEAR: 2022

MONTH: JANUARY

EMERGENCY RESPONSES			MUTUAL & AUTO AID RECEIVED		
CITY INCIDENTS	JANUARY	YTD		JANUARY	YTD
Building Fires	1	1			
Grass Fires	6	6	MA RECEIVED	2	2
Outside Rubbish	1	1	AA RECEIVED	7	7
EMS - Except MVA with Injuries	19	19			
			RESPONSE		
MVA with Injuries	1	1	TIMES		
MVA no Injuries	2	2	JOSHUA	6:18	
Lock-out	1	1	COUNTY	11:10	
Assist Invalid	2	2			
Unauthorized Burn	3	3	STAFFING	JANUARY	YTD
HazMat Invest - No HazMat	1	1	INADEQUATE	0	0
Mutual Aid Given	29	29	MISSED CALLS	0	0
TOTAL CITY	66	66	NO-RESP 2nd CALL	6	6
COUNTY INCIDENTS					
Building Fires	1	1			
Chimney or Flu Fire	1	1			
Grass Fires	1	1			
Outside Equip Fire	1	1			
EMS - Except MVA with Injuries	60	60			
MVA with Injuries	1	1			
MVA no Injuries	4	4			
Flammable Liquid spill	2	2			
Natural Gas or LPG Leak	1	1			
Power Line Down	1	1			
Assist Invalid	7	7			
Unauthorized Burning	2	2			
Dispatched & Cancelled Enroute	5	5			
HazMat Invest - No HazMat	2	2			
Smoke Det - No Fire - Unintended	1	1			
Fire Det - No Fire - Unintended	1	1			
CO Detector Activation - No CO	1	1			
TOTAL COUNTY	92	92			
TOTAL INCIDENTS	158	158			



Joshua Fire Department

Memorandum #:

To: Chief Griffith

From: Gage Noblitt

Copy:

Subj: Monthly activity Report

Date: February 10, 2022

JANUARY 2022				
VIOLATION	CURRENTLY OPEN	CLOSED THIS MONTH	OPENED YTD	CLOSED YTD
HIGH GRASS AND WEEDS	2		2	
JUNK AND DEBRIS	12	1	12	1
ABANDONED AND JUNKED VEHICLE	6		6	
OUTSIDE STORAGE	1		1	
TOTAL	21	1	21	1

In the month of January there were 21 cases opened with one case closed. Of those cases, 48% were opened on Wagon Wheel. We are working diligently to achieve compliance with all of our open cases.

City of Joshua
Municipal Court Council Report
From 1/1/2022 to 1/31/2022

2/7/2022 8:37 AM

Violations by Type

Traffic	Penal	City Ordinance	Parking	Other	Total
298	1	7	0	16	322

Financial

State Fees	Court Costs	Fines	Tech Fund	Building Security	Total
\$13,112.49	\$5,449.25	\$11,399.02	\$605.20	\$741.39	\$31,307.35

Warrants

Issued	Served	Closed	Total
0	0	12	12

FTAs/VPTAs

FTAs	VPTAs	Total
0	0	0

Dispositions

Paid	Non-Cash Credit	Dismissed	Driver Safety	Deferred	Total
87	0	73	78	88	326

Trials & Hearings

Jury	Bench	Appeal	Total
0	0	0	0

Omni/Scofflaw/Collection

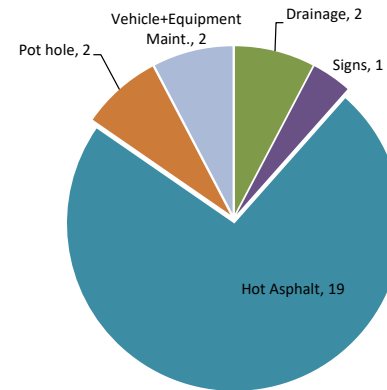
Omni	Scofflaw	Collections	Total
132	0	132	264

City of Joshua
Public Works Monthly Activity Report
For the Month of January 2022

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

Chart reflects one per daily occurrence

ROW Mowing	0
ROW Trimming	0
Drainage	2
Signs	1
Hot Asphalt	19
Pot hole	2
Building Maint.	0
Concrete	0
Emergency Services	0
Crack Seal	0
Safety Meeting/Classes	0
Supporting other Dept.	0
Vehicle+Equipment Maint.	2
Misc.	0



Public Works Monthly Team Status Report

For The Month Of January 2022

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

Assigned But Not Yet Started

[illegible]

New Businesses Report January 2022

New Businesses (Certificate of Occupancy Issued)	Address
Chicks Before Pricks Boutique	307 E. 12th Street A
Keep Your Fork	307 E. 12th Street A
Future New Businesses (Applied for Certificate of Occupancy not completed)	Address
New CO Issued for existing Business (New Owner, New Location, Name change, etc)	Address

Building Inspection Report

January 2022

January	2022	2021	YTD 2022	YTD 2021
Building	52	49	52	814
Electrical	23	39	23	551
Plumbing	24	34	24	441
Mechanical	6	15	6	241
Re-Inspections	0	5	0	113
Certificate of Occupancy	2	0	2	24
Certificate of Occupancy Re-Inspection	0	0	0	0
<i>Total # of Inspections</i>	107	142	107	2184
Plan Review	6	21	6	221

Building Permit Report

January 2022

January	2022	2021	YTD 2022	YTD 2021
Building	5	29	5	403
Electrical	10	17	10	207
Plumbing	5	13	5	185
Mechanical	6	11	6	148
Permanent Sign	2	2	2	15
Temporary Sign	2	6	2	18
Certificate of Occupancy	2	1	2	25
Swimming Pool	2	0	2	32
Sprinkler System	2	11	2	123
Solicitor	0	0	0	0
Contractor Registration	16	11	16	202
MHP Registration	0	1	0	5
<i>Total # of Permits</i>	52	102	52	1363

2/1/2022 7:55:19 AM

UTILITY BILLING

Council Report
1/1/2022 - 1/31/2022

Billing Period

Utility Bills Disbursed	Count	Amount
Active	1883	\$33,592.72
Final Bill	13	\$36.83
First Bill	19	\$236.43
Backdated Move In Date	34	\$588.72
First Bill, Backdated Move In Date	5	\$99.54
Total	1954	\$34,554.24

Payments Received	Count	Amount
Check	491	\$11,631.49
Cash	31	\$898.65
CreditCard	516	\$15,864.95
Other	6	\$142.72
MoneyOrder	2	\$67.36
AchDraft	71	\$1,439.31
Total	1117	\$30,044.48

Service Orders Completed	Count
Total	0

Service Categories	Count	Amount
Garbage/Recycling	3906	\$29,092.33
General	3906	\$2,905.37
Total	0	\$31,997.70

Past Due Summary	Accounts to Penalize	Excluded Accounts	Subject to Penalty
------------------	----------------------	-------------------	--------------------

Total Penalized



City Secretary's Office

Monthly Report

January 2022

The City Secretary, or Municipal Clerk, is the oldest public servant role in recorded history. The earliest Clerks appeared around 5,000 B.C. with the invention of writing. Biblical reference to the Town Clerk is found in the Book of Acts chapter 19, verse 35. In ancient Greece, the Town Clerk read official documents publicly at the opening of each meeting and pronounced a curse upon anyone who sought to deceive the people. Although City Secretaries no longer pronounce curses at meetings (well, most of us don't), we are still the Keepers of the Archives as we record, maintain and safeguard the history of our city government. Every city in Texas is required to have a City Secretary as soon as it is formed. Although the duties are different for every city, there are core duties that all City Secretaries perform, some of which are required by the Texas Local Government Code. These duties include administering elections, managing records, coordinating public information requests, preparing agendas, recording minutes, 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 January 2022 and was processed immediately after the meeting:

- Minutes from the City Council Meeting held on December 16, 2021.
- Ordinance ordering a General Election to be held on Saturday, May 7, 2022, for the positions of Mayor, City Council Place 1, and City Council Place 3.
- Joint Election Agreement between the City of Joshua and Joshua Independent School District authorizing the May 7, 2022, Election to be held at the same location.
- Ordinance for a zoning change regarding approximately 36.283 acres of land known as Tracts 1A & 1A2, in the T.W. Baird Survey, Abstract No. 40, County of Johnson, Texas located at 1301 S. Broadway Street to change from (C1) Restricted Commercial District to the (R1) Single Family Residential District to allow for the construction of two residential homes.
- Ordinance by the City Council of the City of Joshua, Texas authorizing the issuance of “City of Joshua, Texas Tax Notes, Series 2022”, levying an annual ad valorem tax.
- A request to authorize the painting of the business name on the front of the building located at 107 N. Main Street-Suite B

Meeting Minutes prepared and approved:

- City Council – December 16, 2021
- Planning & Zoning – November 1, 2021, and December 06, 2021
- Type A EDC – September 13, 2021
- Type B EDC – September 13, 2021

City Secretary attended the following meetings:

- | | |
|---------------------|---------------------------------|
| • January 03, 2022- | Planning & Zoning Meeting |
| • January 05, 2022- | Municode Agenda Program Meeting |
| • January 06, 2022- | HRB Meeting |
| • January 07, 2022- | Municode Agenda Program Meeting |
| • January 10, 2022- | Type A EDC Meeting |
| • January 10, 2022- | Type B EDC Meeting |
| • January 13, 2022- | City Council Meeting |
| • January 27, 2022- | Municode Agenda Program Meeting |

Census Monthly Reporting

Report of Building Permits for new residential structures – Six (6) Single Family Houses with a total valuation of \$290,272.

Public Information Request

Records Management

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

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

SAMPLE ONLY

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

Code of Ordinance

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

Training / Certifications

City Secretary currently holds the following certifications:

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

- University of North Texas: Paralegal

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

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

Election

Johnson County- Uniform Election Day – November 2, 2021

Johnson County- Primary Election – March 1, 2022

Johnson County- Constitution Amendment Election May 7, 2022

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

- Mayor
- Place 1
- Place 3

On February 17, 2022, Joshua City Council will call a special election for City Council Place 6 for the remainder of the term. The election will be held on May 7, 2022 and will be on the same ballot as the general election.

Update: highlighted above

Special Projects

Website Update- City Secretary's Office is currently working with the website host to upgrade the current City website. This process will take a few months. **Update:** City Secretary is hosting a photo contest for pictures of the City in hopes of gaining new pictures for the website. The submittal date will be changed to April 1, 2022.

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

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

Liens

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

[illegible]