



**AGENDA
CITY COUNCIL
REGULAR MEETING
NOVEMBER 18, 2021
6:30 PM**

The Joshua City Council will hold a Work Session at 6:30 pm. A Regular Meeting will be held immediately following the Work Session in the Council Chambers at the Joshua City Hall, located at 101 S. Main St., Joshua, Texas, on November 18, 2021. This meeting is subject to the open meeting laws of the State of Texas.

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

Join Zoom Meeting:

<https://us02web.zoom.us/j/86156927891?pwd=V3B2UG5uYkFLZlFvN3pRREpQdklmQT09>

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

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

- Online: An online speaker card is located on the City's website (cityofjoshuatx.us) on the Agenda/Minutes/Recordings page. Speaker cards received by 5:00 pm on or before the day of the meeting will be read during 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 October 2021. (Staff Resource: M. Peacock)
2. Questions regarding Regular Session agenda items.

E. PUBLIC FORUM, PRESENTATIONS, AND RECOGNITION:

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

F. CONSENT AGENDA

1. Consider approval of minutes from the City Council Meeting held on October 21, 2021. (Staff Resource: A. Holloway)

G. REGULAR AGENDA

1. Public Hearing on a request for a zoning change regarding a 144.24 acre of land known as Tract 9 and 10, in the George Casseland Survey, Abstract No. 173, County of Johnson, Texas located on the east side of CR 1023 to change from (A) Agricultural District to the (R1L) Single Family Residential Large Lot District to allow for the construction of a residential subdivision.
 - Staff Presentation
 - Owner's Presentation
 - Those in Favor
 - Those Against
 - Owner's Rebuttal
2. Discuss, consider, and possible action on an Ordinance approving a request for a zoning change regarding a 144.24 acre of land known as Tract 9 and 10, in the George Casseland Survey, Abstract No. 173, County of Johnson, Texas located on the east side of CR 1023 to change from (A) Agricultural District to the (R1L) Single Family Residential Large Lot District to allow for the construction of a residential subdivision.
3. Discuss, consider, and possible action on an Ordinance establishing and implementing a program to charge mitigation rates for the deployment of emergency and non-emergency services by the Joshua Fire Department for services provided for the City of Joshua.
4. Discuss, consider, and possible action on an Ordinance amending Chapter 8, "Offenses and Nuisances," of the Code of Ordinances by adding a new article 8.09, "Traffic, Sidewalk and Public Way obstructions"; providing for the removal of traffic obstructions, including the trimming of trees and other plants and foliage.
5. Discuss, consider, and possible action on a resolution affirming the casting of votes in the 2022-2023 Election of the Board of Directors for the Central Appraisal District of Johnson County.
6. Discuss, consider, and possible action on an agreement for Fire/Emergency Response Billing with EmergiFire, LLC. And authorize the city manager to execute all necessary documents.
7. Discuss, consider, and possible action on a lease agreement with Kyocera for the purpose of providing copiers, printers, and maintenance services and authorize the city manager to execute all necessary documents.
8. Discuss, consider, and possible action on board appointment(s).

H. STAFF REPORT

October 2021

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

I. EXECUTIVE SESSION

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

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

(a) City Manager

J. RECONVENE INTO REGULAR SESSION

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

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

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

L. ADJOURNMENT

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

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

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

CERTIFICATE:

I hereby certify that the above agenda was posted on or before the 12th day of November 2021 by 12:00 pm on the official bulletin board at Joshua City Hall, 101 S. Main, Joshua, Texas.

Alice Holloway
City Secretary

City of Joshua
Financial Statement (General Fund, Departmental Summary, Unaudited)
As of October 31, 2021

% OF YEAR COMPLETED: 8.33

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
REVENUE SUMMARY							
Non-Departmental							
Tax Revenue	108,047.22	111,236.67	3,189.45	108,047.22	4,294,980.00	2.52%	4,186,932.78
Charges for Services	43,117.28	42,665.37	(451.91)	43,117.28	512,000.00	8.42%	468,882.72
Licenses, Permits & Fees	57,645.04	66,624.78	8,979.74	57,645.04	829,815.00	6.95%	772,169.96
Grants & Contributions	200.00	166.66	(33.34)	200.00	2,000.00	10.00%	1,800.00
Intergovernmental Revenues	0.00	13,860.34	13,860.34	0.00	166,370.00	0.00%	166,370.00
Investment Earnings	7.26	249.90	242.64	7.26	3,000.00	0.24%	2,992.74
Miscellaneous	1,594.70	4,165.00	2,570.30	1,594.70	50,000.00	3.19%	48,405.30
Transfers In	4,172.70	28,333.33	24,160.63	4,172.70	782,200.00	0.53%	778,027.30
TOTAL REVENUES	214,784.20	267,302.05	52,517.85	214,784.20	6,640,365.00	3.23%	6,425,580.80
EXPENDITURE SUMMARY							
Community Service							
Utilities	75.00	3,415.30	3,340.30	75.00	41,000.00	0.18%	40,925.00
Community Events	0.00	0.00	0.00	0.00	25,000.00	0.00%	25,000.00
Contract & Professional Services	27,085.95	27,405.70	319.75	27,085.95	329,000.00	8.23%	301,914.05
Miscellaneous	3,600.00	6,800.75	3,200.75	3,600.00	50,715.00	7.10%	47,115.00
TOTAL Community Service	30,760.95	37,621.75	6,860.80	30,760.95	445,715.00	6.90%	414,954.05
Non-departmental							
Personnel	285.00	1,600.00	1,315.00	285.00	4,200.00	6.79%	3,915.00
Contract & Professional Services	10,805.42	5,718.64	(5,086.78)	10,805.42	114,750.00	9.42%	103,944.58
Debt Service	0.00	0.00	0.00	0.00	4,000.00	0.00%	4,000.00
Miscellaneous	57,233.99	20,818.33	(36,415.66)	57,233.99	134,370.00	42.59%	77,136.01
TOTAL Non-departmental	68,324.41	28,136.97	(40,187.44)	68,324.41	257,320.00	26.55%	188,995.59

City of Joshua
Financial Statement (General Fund, Departmental Summary, Unaudited)
As of October 31, 2021

% OF YEAR COMPLETED: 8.33

	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	0.00	3,050.00	0.00%	3,050.00
TOTAL Mayor & Council	0.00	254.10	254.10	0.00	5,050.00	0.00%	5,050.00
Administration							
Personnel	37,542.29	49,263.96	11,721.67	37,542.29	624,465.00	6.01%	586,922.71
Supplies	2,032.12	3,212.90	1,180.78	2,032.12	44,570.00	4.56%	42,537.88
Repair & Maintenance	1,950.44	2,563.14	612.70	1,950.44	30,770.00	6.34%	28,819.56
Contract & Professional Services	8,137.50	12,854.62	4,717.12	8,137.50	176,340.00	4.61%	168,202.50
Utilities	1,240.01	2,713.17	1,473.16	1,240.01	32,570.00	3.81%	31,329.99
Miscellaneous	324.00	958.28	634.28	324.00	11,500.00	2.82%	11,176.00
TOTAL Administration	51,226.36	71,566.07	20,339.71	51,226.36	920,215.00	5.57%	868,988.64
Police Department							
Personnel	100,274.32	109,575.28	9,300.96	100,274.32	1,350,485.00	7.43%	1,250,210.68
Supplies	99.00	1,999.23	1,900.23	99.00	24,000.00	0.41%	23,901.00
Repair & Maintenance	4,658.63	3,831.83	(826.80)	4,658.63	46,000.00	10.13%	41,341.37
Contract & Professional Services	60,295.61	24,489.30	(35,806.31)	60,295.61	136,880.00	44.05%	76,584.39
Utilities	422.24	1,999.20	1,576.96	422.24	24,000.00	1.76%	23,577.76
Capital Outlay	9,600.82	11,016.67	1,415.85	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	0.00	400.00	0.00%	400.00
TOTAL Police Department	175,350.62	154,514.84	(20,835.78)	175,350.62	1,634,005.00	10.73%	1,458,654.38

City of Joshua
Financial Statement (General Fund, Departmental Summary, Unaudited)
As of October 31, 2021

% OF YEAR COMPLETED: 8.33

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Public Works							
Personnel	14,791.13	29,965.14	15,174.01	14,791.13	357,260.00	4.14%	342,468.87
Supplies	6,043.95	43,595.47	37,551.52	6,043.95	523,355.00	1.15%	517,311.05
Repair & Maintenance	7,069.22	5,814.36	(1,254.86)	7,069.22	69,800.00	10.13%	62,730.78
Contract & Professional Services	50.00	1,685.99	1,635.99	50.00	20,240.00	0.25%	20,190.00
Utilities	160.18	641.41	481.23	160.18	7,700.00	2.08%	7,539.82
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	0.00	103,885.00	0.00%	103,885.00
Debt Service	0.00	3,671.25	3,671.25	0.00	44,055.00	0.00%	44,055.00
TOTAL Public Works	28,114.48	86,206.95	58,092.47	28,114.48	1,136,295.00	2.47%	1,108,180.52
Municipal Court							
Personnel	4,551.00	5,176.79	625.79	4,551.00	67,280.00	6.76%	62,729.00
Supplies	53.18	154.10	100.92	53.18	1,850.00	2.87%	1,796.82
Repair & Maintenance	140.15	166.60	26.45	140.15	2,000.00	7.01%	1,859.85
Contract & Professional Services	4,400.00	2,951.36	(1,448.64)	4,400.00	35,420.00	12.42%	31,020.00
Miscellaneous	0.00	83.30	83.30	0.00	1,000.00	0.00%	1,000.00
TOTAL Municipal Court	9,144.33	8,532.15	(612.18)	9,144.33	107,550.00	8.50%	98,405.67
Development Services							
Personnel	12,755.96	20,413.91	7,657.95	12,755.96	260,455.00	4.90%	247,699.04
Supplies	116.67	433.16	316.49	116.67	5,200.00	2.24%	5,083.33
Repair & Maintenance	0.00	2,016.60	2,016.60	0.00	24,200.00	0.00%	24,200.00
Contract & Professional Services	6,086.25	15,711.75	9,625.50	6,086.25	188,545.00	3.23%	182,458.75
Utilities	0.00	442.45	442.45	0.00	5,310.00	0.00%	5,310.00
Debt Service	0.00	472.08	472.08	0.00	5,665.00	0.00%	5,665.00
TOTAL Development Services	18,958.88	39,489.95	20,531.07	18,958.88	489,375.00	3.87%	470,416.12

City of Joshua
Financial Statement (General Fund, Departmental Summary, Unaudited)
As of October 31, 2021

% OF YEAR COMPLETED: 8.33

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Animal Control							
Personnel	9,574.95	10,823.73	1,248.78	9,574.95	130,840.00	7.32%	121,265.05
Supplies	1,153.36	1,530.20	376.84	1,153.36	18,370.00	6.28%	17,216.64
Repair & Maintenance	578.42	10,500.44	9,922.02	578.42	126,055.00	0.46%	125,476.58
Contract & Professional Services	151.33	754.81	603.48	151.33	9,060.00	1.67%	8,908.67
Utilities	113.88	1,349.46	1,235.58	113.88	16,200.00	0.70%	16,086.12
TOTAL Animal Control	11,571.94	24,958.64	13,386.70	11,571.94	300,525.00	3.85%	288,953.06
Fire Department							
Personnel	31,513.14	55,122.30	23,609.16	31,513.14	569,530.00	5.53%	538,016.86
Supplies	291.54	6,546.75	6,255.21	291.54	78,575.00	0.37%	78,283.46
Repair & Maintenance	1,362.32	6,337.46	4,975.14	1,362.32	76,080.00	1.79%	74,717.68
Contract & Professional Services	4,010.00	2,965.47	(1,044.53)	4,010.00	35,600.00	11.26%	31,590.00
Utilities	341.28	2,865.52	2,524.24	341.28	34,400.00	0.99%	34,058.72
Debt Service	0.00	6,020.83	6,020.83	0.00	72,250.00	0.00%	72,250.00
Miscellaneous	9,515.09	1,578.53	(7,936.56)	9,515.09	18,950.00	50.21%	9,434.91
TOTAL Fire Department	47,033.37	81,436.86	34,403.49	47,033.37	885,385.00	5.31%	838,351.63
Park Maintenance							
Personnel	9846.14	15,185.84	5,339.70	9,846.14	182,230.00	5.40%	172,383.86
Supplies	1,020.37	1,199.52	179.15	1,020.37	14,400.00	7.09%	13,379.63
Repair & Maintenance	2,843.89	1,978.42	(865.47)	2,843.89	23,750.00	11.97%	20,906.11
Contract & Professional Services	0.00	169.93	169.93	0.00	2,040.00	0.00%	2,040.00
Utilities	101.90	627.24	525.34	101.90	87,530.00	0.12%	87,428.10
Capital Outlay	0.00	1,990.87	1,990.87	0.00	23,900.00	0.00%	23,900.00
TOTAL Park Maintenance	13,812.30	21,151.82	7,339.52	13,812.30	333,850.00	4.14%	320,037.70

City of Joshua

Financial Statement (General Fund, Departmental Summary, Unaudited)

% OF YEAR COMPLETED: 8.33

As of October 31, 2021

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Fire Marshal							
Personnel	9919.74	8,836.67	(1,083.07)	9,919.74	106,040.00	9.35%	96,120.26
Supplies	0.00	1,083.34	1,083.34	0.00	13,000.00	0.00%	13,000.00
Contract & Professional Services	2,756.25	396.67	(2,359.58)	2,756.25	4,760.00	57.90%	2,003.75
Utilities	23.08	65.00	41.92	23.08	780.00	2.96%	756.92
Miscellaneous	0.00	41.67	41.67	0.00	500.00	0.00%	500.00
TOTAL Fire Marshal	12,699.07	10,423.35	(2,275.72)	12,699.07	125,080.00	10.15%	112,380.93
TOTAL EXPENDITURES	466,996.71	564,293.45	97,296.74	466,996.71	6,640,365.00	7.03%	6,173,368.29
TOTAL REVENUES OVER/UNDER EXPENDITURES	(252,212.51)	(296,991.40)	(44,778.89)	(252,212.51)	0.00		252,212.51



**MINUTES
CITY COUNCIL
REGULAR MEETING
OCTOBER 21, 2021
6:30 PM**

City Council Present: Joe Hollarn, Mayor; Rick DePriest, Place 1; Mike Kidd, Place 2; Angela Nichols, Place 3; Merle Breitenstein, Place 4; Robert Fleming, Place 5; and Scott Kimble, Place 6.

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.

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Meeting ID: 874 7986 7352 Passcode: 675351 or dial 1-346/248-7799

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A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

B. PLEDGE OF ALLEGIANCE

1. United States of America
2. Texas Flag

Councilmember Kimble led the pledge to the flags

C. INVOCATION

Andrew Wolfenbarger, Pastor of Joshua Baptist Church gave the invocation.

D. WORK SESSION

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

Councilmember Kimble commented that he was amazed how well the budget has been handled and that all department heads needs to be commended.

2. Discuss and receive an update on the activity of paid and volunteer firefighters. (Staff Resource: T. Griffith)

Fire Chief Griffith stated that they have not lost anyone in a long time. In addition, he stated that they overall have a good group people and they are not having any issues with coverage.

3. Questions regarding Regular Session agenda items.

None

E. PUBLIC FORUM, PRESENTATIONS, AND RECOGNITION:

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

F. CONSENT AGENDA

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

Councilmember Kimble moved to approve the Consent Agenda. Councilmember Kidd seconded the motion. The motion passed unanimously.

G. REGULAR AGENDA

1. Discuss, consider, and possible action on an ordinance by the City Council of the City of Joshua, Texas authorizing the issuance of "City of Joshua, Texas General Obligation Refunding Bonds, Series 2021", levying an annual ad valorem tax, within the limitations prescribed by law, for the payment of the Obligations; prescribing the form, terms, conditions, and resolving other matters incident and related to the issuance, sale, and delivery of the Obligations; authorizing the execution of a paying agent/registrar agreement and a purchase and investment letter; complying with the letter of representations previously executed with the Depository Trust Company; authorizing the execution of any necessary engagement agreement with the City's financial advisors and/or bond counsel; and providing an effective date. (Staff Resource: M. Peacock)

Councilmember Nichols moved to approve an ordinance by the City Council of the City of Joshua, Texas authorizing the issuance of “City of Joshua, Texas General Obligation Refunding Bonds, Series 2021”, levying an annual ad valorem tax, within the limitations prescribed by law, for the payment of the Obligations; prescribing the form, terms, conditions, and resolving other matters incident and related to the issuance, sale, and delivery of the Obligations; authorizing the execution of a paying agent/registrar agreement and a purchase and investment letter; complying with the letter of representations previously executed with the Depository Trust Company; authorizing the execution of any necessary engagement agreement with the City’s financial advisors and/or bond counsel; and providing an effective date. Councilmember Breitenstein seconded the motion. The motion passed unanimously.

2. Discuss, consider, and possible action on a reimbursement resolution establishing the intention of the City of Joshua, Texas to reimburse itself for the prior lawful expenditure of funds relating to constructing and equipping various City improvements from the proceeds of one or more series of tax-exempt obligations to be issued by the City for authorized purposes. (Staff Resource: M. Peacock)

Councilmember Breitenstein moved to approve a reimbursement resolution establishing the intention of the City of Joshua, Texas to reimburse itself for the prior lawful expenditure of funds relating to constructing and equipping various City improvements from the proceeds of one or more series of tax-exempt obligations to be issued by the City for authorized purposes. Councilmember Kidd seconded the motion. The motion passed unanimously.

3. Discuss, consider, and possible action on a reimbursement resolution establishing the intention of the City of Joshua, Texas to reimburse itself for the prior lawful expenditure of funds relating to purchasing various capital equipment from the proceeds of one or more series of tax-exempt obligations to be issued by the City for authorized purposes. (Staff Resource: M. Peacock)

Councilmember Kidd moved to approve a reimbursement resolution establishing the intention of the City of Joshua, Texas to reimburse itself for the prior lawful expenditure of funds relating to purchasing various capital equipment from the proceeds of one or more series of tax-exempt obligations to be issued by the City for authorized purposes. Councilmember Fleming seconded the motion. The motion passed unanimously.

4. Discuss, consider, and possible action on approving the apparatus proposal from the Lone Star Emergency Group for a 2021 E-One 2500 gallon tanker with typhoon chassis in the amount of \$637,665.00; authorize the city manager to execute and agree to the proposal. (Staff Resource: T. Griffith)

Councilmember Kimble moved to approve the purchase of a m apparatus from the Lone Star Emergency Group for a 2021 E-One 2500 gallon tanker with typhoon chassis in the amount of \$637,665.00; authorize the city manager to execute and agree to the proposal. Councilmember Breitenstein seconded the motion. The motion passed unanimously.

5. Discuss, consider, and possible action on a resolution amending the personnel policy. (Staff Resource: A. Bransom)

Councilmember Breitenstein moved to approve a resolution amending the personnel policy with the following changes:

- Longevity set by City Council

- Gift to be determined
- Vacation must be taken prior to using exempt time
- Executive Team-clarification listing department heads

Councilmember Kimble seconded the motion. The motion passed unanimously.

6. Discuss, consider, and possible action on accepting a Dedication Deed for the Stadium Drive Extension. (Staff Resource: M. Peacock)

Councilmember Breitenstein moved to accept a Dedication Deed for the Stadium Drive Extension with a 5 year maintenance Agreement and authorize the Mayor to execute the agreement. Councilmember Kidd seconded the motion. The motion passed. Councilmember Fleming voted against.

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

Councilmember Kidd moved to approve a Development Agreement between the City of Joshua, Texas and SRE Joshua Development known as the Mockingbird Hills Addition outlining the Construction of Public Improvements and the escrow of funds for the construction or reconstruction of a portion of Caddo Road; and authorizing the City Manager to sign all necessary documents. Councilmember Fleming seconded the motion. The motion passed unanimously.

H. STAFF REPORT

September 2021

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

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

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

1. Internet Infrastructure
2. Cell Phone Update

J. ADJOURNMENT

Mayor Hollarn adjourned the meeting at 8:03 PM.

Joe Hollarn, Mayor

ATTEST:

Alice Holloway, TRMC
City Secretary

Approved: November 18, 2021



City Council Agenda November 18, 2021

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

Agenda Description:

Conduct a public hearing and consider approval for a rezone regarding a 144.24 acre of land known as Tract 9 and 10, in the George Casseland Survey, Abstract No. 173, County of Johnson, Texas located on the east side of CR 1023 to change from (A) Agricultural District to the (R1L) Single Family Residential Large Lot District to allow for the construction of a residential subdivision.

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

Background Information:

HISTORY: The vacant property has never been platted and was originally zoned as Agricultural District.

ZONING: This property is zoned (A) Agricultural District

ANALYSIS: The proposed development of this property is to allow for the property to be subdivided for the construction of a residential subdivision containing a minimum of 1 acre size lots and follow all of the R1L District regulations.

ENGINEERING RELATED ISSUES: This development will be required to submit engineered construction plans and will also be required to preliminary plat and final plat, the City has agreed that these matters may be part of the construction and platting review process.

RECOMMENDATION: The proposed request complies with the Future Land Use Plan. The Planning & Zoning Board has made a recommendation to the City Council Board for approval of the rezone on November 1, 2021.

Financial Information:

Only cost associated with the zoning change request is the publication expense and mailing of public hearing notices to property owners within 200 ft. as required by law. Public written notices sent out not less than 10 days before the P&Z public hearing and at least 15 days before the City Council public hearing.

City Contact:

Aaron Maldonado, Development Services Director

Attachments:

- 1) Rezone Application
- 2) Legal Description
- 3) Vicinity Map
- 4) Aerial Map
- 5) Public Notice Responses
- 6) Ordinance

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

- | | | |
|--|---|--|
| ☐ Pre-Application Meeting | ☐ Comprehensive Plan Amendment | ☒ Zoning Change |
| ☐ Conditional Use Permit | ☐ Zoning Variance (ZBA) | ☐ Subdivision Variance |
| ☐ Preliminary Plat | ☐ Final Plat | ☐ Amending Plat |
| ☐ Replat | ☐ Planned Development Concept Plan | ☐ Planned Development Detailed Plan |
| ☐ Minor Plat | ☐ Other _____ | |

PROJECT INFORMATION

Project Name: Shady Valley

Project Address (Location): East side of CR 1023, North of Indian Hills Road

Existing Zoning: Agricultural Proposed Zoning: R-1L

Existing Use: Agricultural Proposed Use: Single Family Residential

Existing Comprehensive Plan Designation: Low Density Residential Gross Acres: 144

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

APPLICANT INFORMATION

Applicant: Samuel Knight Company: Teague Nall & Perkins

Address: 5237 N. Riverside Drive Tel: 817-665-7148 Fax: _____

City: Fort Worth State: TX ZIP: 76137 Email: sknight@tnpinc.com

Property Owner: The Burkett Family Trust Company: _____

Address: 8613 Crosswind Dr Tel: 817-938-7575 Fax: _____

City: Fort Worth State: TX ZIP: 76179 Email: joesr55@yahoo.com

Key Contact: Applicant Company: _____

Address: _____ Tel: _____ Fax: _____

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

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

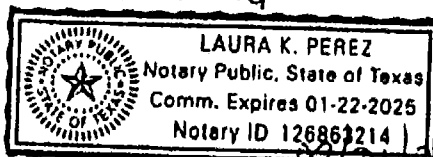
SIGNATURE: Burkett Family Trust (Joe C. Burkett Jr.)
(Letter of authorization required if signature is other than property owner)

Print or Type Name: Joe C. Burkett Jr.

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

Given under my hand and seal of office on this 21 day of September 2021

Laurak Perez
Notary Public



Signature Laurak Perez Date: 9/24/21

For Departmental Use Only

Case No.: PZ 2021-08

Project Manager: _____

Total Fee(s): 500-

Check No.: 12078

Date Submitted: 9.24.21

Accepted By: Jm

Date of Complete Application _____

PROPERTY DESCRIPTION

BEING 144.244 acres of land situated in George Casseland Survey, Abstract No. 173, City of Joshua, Johnson County, Texas, and being all of that certain tract of land described in deed to Joe Carl Burkett, Jr., Trustee of The Burkett Family Trust, according to the deed filed in Volume 3447, Page 884, Deed Records of Johnson County, Texas (D.R.J.C.T.); and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found at the northeast corner of said Burkett Family Trust tract, also being the northwest corner of Lot 20, Wagon Wheel Estates, an addition to the City of Joshua, Johnson County, Texas, as filed in Volume 5, Page 21, Plat Records of Johnson County, Texas (P.R.J.C.T.), and also being in the south line of a tract of land described in deed to Rhonda Gail Taylor, as filed in Volume 4259, Page 929, D.R.J.C.T., from which a 1/2 inch iron rod found, bears S 20°24'36" W, a distance of 1.84 feet;

THENCE S 02°04'38" E, along the east line of Burkett Family Trust tract, passing along the west line of said Lot 20, the west end of a 60' wide Road Easement, as filed in said plat of Wagon Wheel Estates (Vol. 5, Pg. 21, P.R.J.C.T.), also being filed in Volume 839, Page 251, D.R.J.C.T., and also passing along the west line of Lot 19, of said Wagon Wheel Estates, a distance of 1968.44 feet to a 5/8 inch iron rod set with cap stamped "TNP" (hereinafter all 5/8 inch iron rods set are marked the same), at the southeast corner of said Burkett Family Trust tract, also being the southwest corner of said Lot 19, also being the northwest corner of Lot 1, of said Wagon Wheel Estates, and also being the northeast corner of a tract of land described in deed to Linda Susan Chester Smith & Frances Chester, as filed in Instrument No. 2015-21018, D.R.J.C.T., from which a 1/2 inch iron rod found in the west line of Lot 20, of said Wagon Wheel Estates, also being in the east line of said Linda Susan Chester Smith & Frances Chester tract, bears S 02°04'38" E, a distance of 1917.67 feet;

THENCE N 89°58'33" W, along the south line of said Burkett Family Trust tract, passing along the north line of said Linda Susan Chester Smith & Frances Chester, at a distance of 4.29 feet passing a rock found, at a total distance of 1893.03 feet passing at the northwest corner of said Linda Susan Chester Smith & Frances Chester, also being the northeast corner of a tract of land described in deed to Michael Martin, as filed in Instrument No. 2011-30616, D.R.J.C.T., from which a stone found at right angle to said property line, bears N 00°01'27" E, a distance of 1.37 feet, from which a 1/2 inch iron rod found, bears N 47°23'49" W, a distance of 1.52 feet; and continuing along the south line of said Burkett Family Trust tract, passing along the north line of said Martin tract, and the north line of a tract of land described in deed to Concrete Investments, LLC, as filed in Instrument No. 2016-18678, D.R.J.C.T., in all, a distance of 2797.71 feet to a 4.5 inch metal post found at the southwest corner of said Burkett Family Trust tract, also being the southeast corner of Lot 2, Westfall Addition, an addition to the City of Joshua, Johnson County, Texas, as filed in Volume 9, Page 805, Slide C406, P.R.J.C.T.;

THENCE N 00°55'26" W, along the most southerly west line of Burkett Family Trust tract, passing along the east line of said Lot 2, and the east line of the remainder of a tract of land described in deed to Gene Johnson et ux Glenda Ruth Johnson, as filed in Volume 1286, Page 346, D.R.J.C.T., a distance of 571.75 feet to a 1/2 inch iron rod found at the northeast corner of said Johnson tract, also being the southeast corner of a tract of land described in deed to Harold Douglas Taylor, Jr. et ux Sherrie Darlene Taylor, as filed in Instrument No. 2016-31486, D.R.J.C.T.;

THENCE N 01°01'16" W, continuing along the most southerly west line of Burkett Family Trust tract, passing along the east line of said Taylor tract, a distance of 484.29 feet to a stone found at a re-entrant corner of said Burkett Family Trust tract, also being the northeast corner of said Taylor tract, from which another stone found, bears N 24°18'16" W, a distance of 0.68 feet;

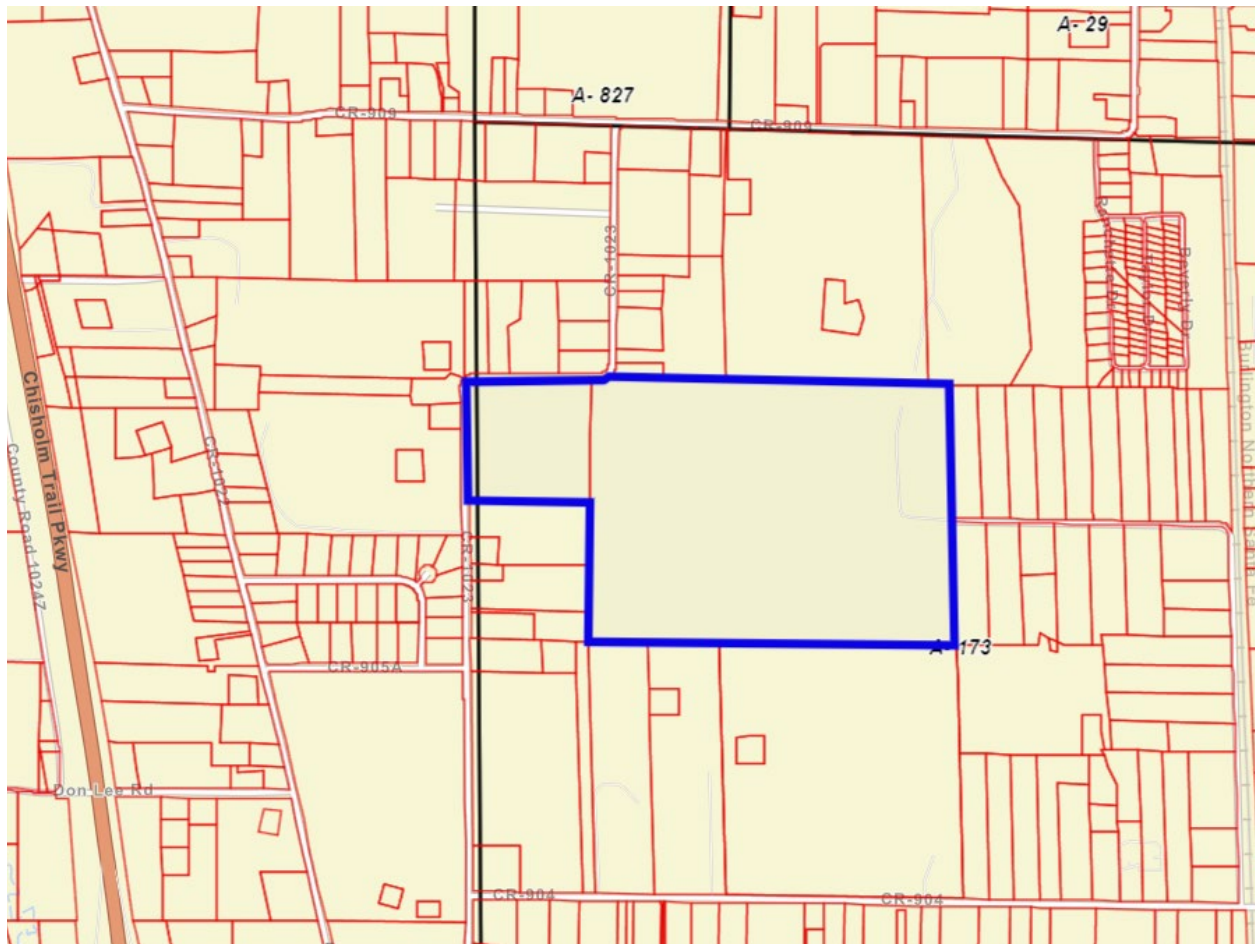
THENCE S 89°05'51" W, along the most westerly south line of Burkett Family Trust tract, passing along the north line of said Taylor tract, a distance of 902.29 feet to a 1/2 inch iron rod found at the northwest corner of said Taylor tract, also being the most westerly southwest corner of said Burkett Family Trust tract, and also being in the easterly R-O-W line of County Road 1023 (variable width);

THENCE N 01°14'36" W, along the most westerly line of Burkett Family Trust tract, and along the easterly R-O-W line of said County Road 1023, a distance of 918.74 feet to a mag nail with shiner stamped "TNP", set in edge of asphalt road at the northwest corner of said Burkett Family Trust tract;

THENCE N 89°54'36" E, along the north line of Burkett Family Trust tract, partially passing along the south R-O-W line of said County Road 1023, also passing along the south edge of a possible gap or gore, at a distance of 1936.23 feet passing at right angles to said property line, a 1/2 inch iron rod found at the southeast corner of a tract of land described in deed to Sharon L. Good and Ralph M. Good, Jr., as filed Instrument No. 2021-11287, D.R.J.C.T., also being the southwest corner of a tract of land described in deed to Tommie Irene Maines Cain, as filed Instrument No. 2015-14596, D.R.J.C.T., and bears N 00°05'24" W, a distance of 18.96 feet; and continuing along the north line of said Burkett Family Trust tract, along the south edge of said possible gap or gore, in all, a distance of 3666.33 feet to the **POINT OF BEGINNING** and containing 144.244 acres of land, more or less.

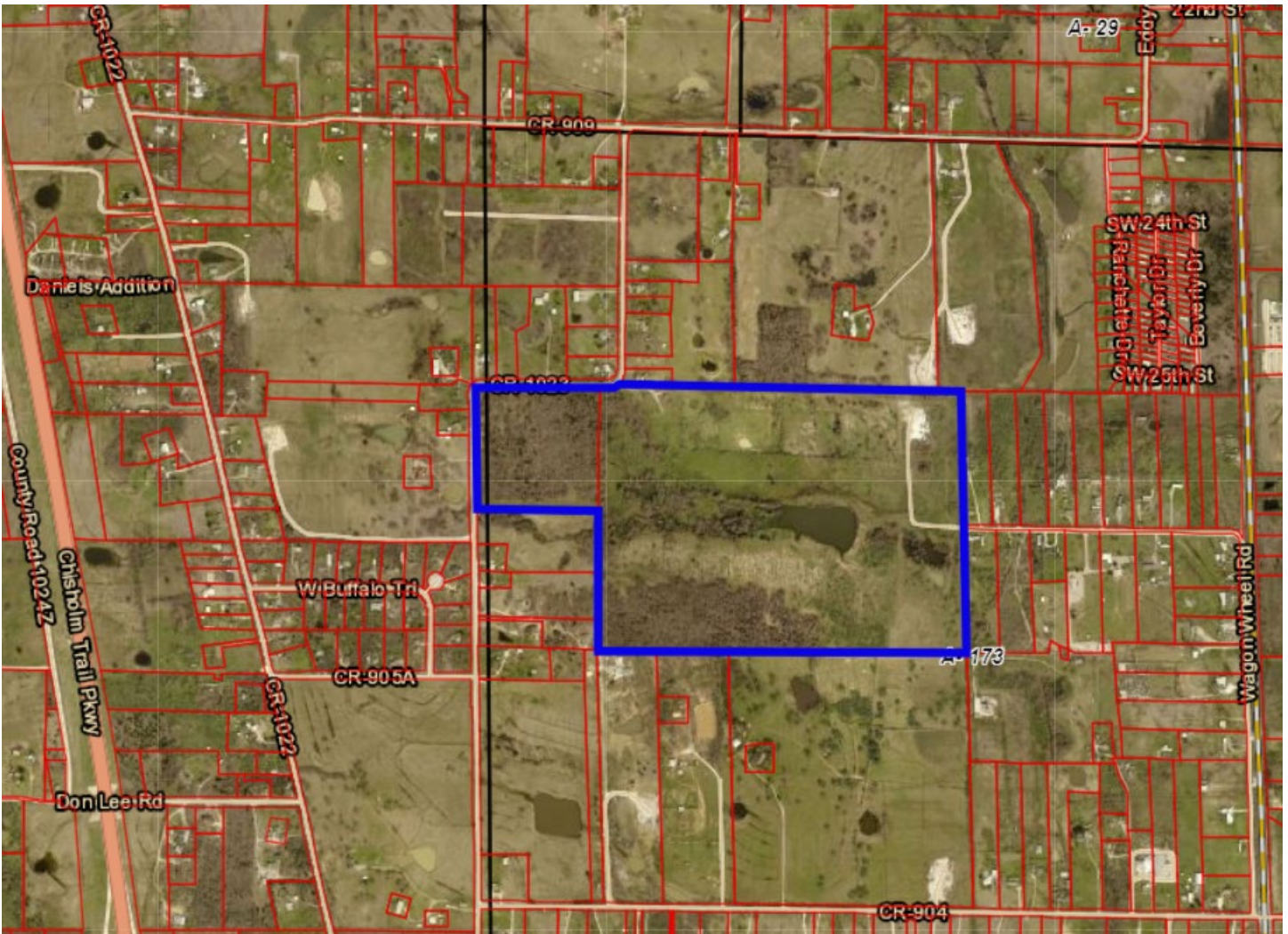


Vicinity Map





Aerial Map



NOTICE OF PUBLIC HEARING

Date mailed: 10/20/2021

The Planning and Zoning Commission of the City of Joshua will hold a public hearing on **November 1, 2021** to consider making a recommendation to the City Council regarding a request to rezone a tract of land in the George Casseland Survey, Abstract No. 173, County of Johnson, Texas known as Tract 9 & 10, Abst. 173 and being approximately 144.24 acres of land located on CR 1023, changing the zoning on the foregoing property from (A) Agricultural District to the (R1L) Single Family Residential Large Lot District to allow for the construction of a residential subdivision.

The public hearing will start at 6:30 p.m. in the City Council Chambers located at 101 S. Main, Joshua, Texas. *Because you own property within two hundred (200) feet of the subject property, the Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing.* Please, in order for your opinion to be taken into account, return this form with your comments prior to the date of the public hearing. *(This in no way prohibits you from attending and participating in the public hearing.)* You may mail it to the address below or drop it off in person:

Planning Department
101 South Main Street
Joshua, Texas 76058
Attn: Aaron Maldonado

The process includes two public hearings designed to provide opportunities for citizen involvement and comment. Prior to the public hearings, landowners within two hundred (200) feet of the subject property are notified of the request by way of this notice. The first public hearing is held before the Planning and Zoning Commission. The Commission is informed of the percent of responses in support and in opposition. Second, the petition is forwarded to the City Council for final action. If the owners of more than twenty (20) percent of the land area within two hundred (200) feet of the site submit written opposition, then six out of seven votes of the City Council are required to approve the request. ***These forms are used to calculate the percentage of landowner opposition.***

Please circle one:

☒ In favor of request

☐ Neutral to request

☐ Opposed to request

Reasons for Opposition:

Signature: Linda Smith

Printed Name: Linda Smith

Mailing Address: 7000 Twin Hills Dr.

City, State Zip: Joshua, TX 76058

Telephone Number: 817-944-7905

Physical Address of Property within 200 feet: 800 CR 904, Joshua, TX

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

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Please circle one:

In favor of request

Neutral to request

Opposed to request

Reasons for Opposition:

Signature: _____

Printed Name: _____

Mailing Address: _____

City, State Zip: _____

Telephone Number: _____

Physical Address of Property within 200 feet: _____

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Please circle one:

In favor of request

Neutral to request

Opposed to request

Reasons for Opposition:

THE ROADS WILL NOT SUPPORT THE INCREASED TRAFFIC
Safety will be compromised.

Signature: Arnold L. Thormeyer

Printed Name: Arnold L. Thormeyer

Mailing Address: 6001 CR 1023 Joshua, TX

City, State Zip: Joshua, TX 76058

Telephone Number: 817 980 9777

Physical Address of Property within 200 feet: 6001 CR 1023 Joshua, TX

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

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Please circle one:

In favor of request

Neutral to request

Opposed to request

Reasons for Opposition:

Signature: _____

Printed Name: Shirley Wanner

Mailing Address: 5028 Wagon Wheel Rd

City, State Zip: Joshua, Texas 76058

Telephone Number: 817-240-6233

Physical Address of Property within 200 feet: 5028 Wagon Wheel Rd
Joshua, TX

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

NOTICE OF PUBLIC HEARING

Date mailed: 10/20/2021

The Planning and Zoning Commission of the City of Joshua will hold a public hearing on **November 1, 2021** to consider making a recommendation to the City Council regarding a request to rezone a tract of land in the George Casseland Survey, Abstract No. 173, County of Johnson, Texas known as Tract 9 & 10, Abst. 173 and being approximately 144.24 acres of land located on CR 1023, changing the zoning on the foregoing property from (A) Agricultural District to the (R1L) Single Family Residential Large Lot District to allow for the construction of a residential subdivision.

The public hearing will start at 6:30 p.m. in the City Council Chambers located at 101 S. Main, Joshua, Texas. *Because you own property within two hundred (200) feet of the subject property, the Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing.* Please, in order for your opinion to be taken into account, return this form with your comments prior to the date of the public hearing. *(This in no way prohibits you from attending and participating in the public hearing.)* You may mail it to the address below or drop it off in person:

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Attn: Aaron Maldonado

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Please circle one:

In favor of request

Neutral to request

Opposed to request

Reasons for Opposition: IMPACT ON TRAFFIC ON CR 1023.
HAVE THE DEVELOPER UPGRADE THE ROAD.

Signature: *Lindsay Buckler*

Printed Name: LINDSAY BUCKLER

Mailing Address: 6029 CR 1023 JOSHUA TX 76058

City, State Zip: JOSHUA TX 76058

Telephone Number: 817-994-3955

Physical Address of Property within 200 feet: 6029 CR 1023

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

CITY OF JOSHUA, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF JOSHUA, TEXAS, BY CHANGING THE ZONING ON PROPERTY LOCATED AT 5040 WAGON WHEEL RD. IN THE CITY OF JOSHUA, TEXAS, CONSISTING OF APPROXIMATELY 144.244 ACRES OF LAND MORE PARTICULARLY DESCRIBED AS GEORGE CASSELAND SURVEY, ABSTRACT NO. 173 IN THE CITY OF JOSHUA, JOHNSON COUNTY, TEXAS, FROM THE (A), AGRICULTURAL DISTRICT, TO (R-1L), SINGLE FAMILY RESIDENTIAL LARGE LOT DISTRICT; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 1

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

SECTION 2

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

That the property located at 5040 Wagon Wheel Rd., more particularly described as George Casseland Survey, Abstract No. 173, in the City of Joshua, Johnson County, Texas, presently zoned as Agricultural District (A) is hereby changed to Residential Single Family Large Lot District (R-1L), subject to the terms and provisions of the City's Zoning Ordinance, contained in Exhibit A to Chapter 14 of the City's Code of Ordinances, as amended.

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6

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

DULY PASSED AND APPROVED by the City Council of the City of Joshua, Texas, this the 18th day of November, 2021.

Joe Hollarn, Mayor

ATTEST:

Alice Holloway, City Secretary

APPROVED AS TO FORM:

Terrence S. Welch, City Attorney



City Council Agenda November 18, 2021

Agenda Item:G3

Ordinance

(Action Item)

Agenda Description:

Discuss, consider, and possible action on an Ordinance establishing and implementing a program to charge mitigation rates for the deployment of emergency and non-emergency services by the Joshua Fire Department for services provided for the City of Joshua.

Background Information:

It is necessary to update the ordinance regarding Fire Department mitigation fees due to increased costs and the recommendation of acceptance of the agreement with EmergiFire, LLC.

Financial Information: NA

None

City Contact and Recommendations:

Mike Peacock, City Manager

Thomas Griffith, Chief

Attachments:

City Ordinance

ORDINANCE NO: _____

AN ORDINANCE ESTABLISHING AND IMPLEMENTING A PROGRAM TO CHARGE MITIGATION RATES FOR THE DEPLOYMENT OF EMERGENCY AND NON-EMERGENCY SERVICES BY THE JOSHUA FIRE DEPARTMENT FOR SERVICES PROVIDED/RENDERED FOR THE **CITY OF JOSHUA**.

WHEREAS, the emergency and non-emergency services response activity to incidents continues to increase each year; Environmental Protection requirements involving equipment and training, and Homeland Security regulations involving equipment and training, creating additional demands on all operational aspects of the fire department services; and

WHEREAS, the fire department has investigated different methods to maintain a high level of quality of emergency and non-emergency service capability throughout times of constantly increasing service demands, where maintaining an effective response by the fire department decreases the costs of incidents to insurance carriers, businesses, and individuals through timely and effective management of emergency situations, saving lives and reducing property and environmental damage; and

WHEREAS, raising real property tax to meet the increase in service demands would not be fair when the responsible party(s) should be held accountable for their actions; and

WHEREAS, the City Council of the City of Joshua desires to implement a fair and equitable procedure by which to collect said mitigation rates and shall establish a billing system in accordance with applicable laws, regulations and guidelines; Now, Therefore

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JOSHUA:

SECTION 1: The City of Joshua shall initiate mitigation rates for the delivery of emergency and non-emergency services by the fire department for personnel, supplies and equipment to the scene of emergency and non-emergency incidents as listed in “EXHIBIT A”. The mitigation rates shall be based on actual costs of the services and that which is usual, customary and reasonable (UCR) as shown in “EXHIBIT A”, which may include any services, personnel, supplies, and equipment and with baselines established by addendum to this document.

SECTION 2: A claim shall be filed to the responsible party(s) through their insurance carrier. In some circumstances, the responsible party(s) will be billed directly.

SECTION 3: The fire department’s City Council may make rules or regulations and from time to time may amend, revoke, or add rules and regulations, not consistent with this Section, as they may deem necessary or expedient in respect to billing for these mitigation rates or the collection thereof.

SECTION 4: It is found and determined that all formal actions of this City Council concerning and relating to the adoption of this Ordinance were adopted in open meetings of this City Council, and that all deliberations of this City Council and any of its committees that resulted in such formal actions were in accordance with all legal requirements, and the Codified Ordinances of the City Council.

SECTION 5: This Ordinance shall be effective immediately upon its passage and adoption as permitted by law.

SECTION 6: The Mitigation Rates lists in Exhibit A will increase by 1.5% annually or based on the annual percentage increase in the Consumer Price Index (CPI), as developed by the Bureau of Labor Statistics of the U.S. Department of Labor, whichever is more. Rate adjustments will occur on the anniversary date of this ordinance/resolution to keep the fire department's cost recovery program in conformity with increasing operating expenses.

Passed: _____
Signature

Approved _____
Signature

VOTE ON PASSAGE: ____ Yea ____ Nay ____ Abstain

Attest: _____
Clerk

I, _____ Secretary to the City **Council**, do hereby certify that the foregoing Ordinance No. _____ was duly published in the _____, a newspaper of general circulation in the **City** of Joshua on the ____ day of _____, 2____; and I further certify the compliance with the Codified Ordinances and the laws of the State of Texas, pertaining to Public Meetings.

Clerk

EXHIBIT A

MITIGATION RATES

The mitigation rates below are average "billing levels", and are typical for the incident responses listed, however, when a claim is submitted, it will be itemized and based on the actual services provided.

MOTOR VEHICLE INCIDENTS

Level 1 - \$506.00

Provide hazardous materials assessment and scene stabilization. This will be the most common "billing level". This occurs almost every time the fire department responds to an accident/incident.

Level 2 - \$576.00

Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. We will bill at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

Level 3 – CAR FIRE - \$704.00

Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

ADD-ON SERVICES:

Extrication - \$1,520.00

Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

Creating a Landing Zone - \$465.00

Includes Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.

ADDITIONAL TIME ON-SCENE

Engine billed at \$466 per hour.

Truck billed at \$582 per hour.

Miscellaneous equipment billed at \$341.

HAZMAT

Level 1 - \$816.00

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.

Level 2 - \$2,913.00

Intermediate Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.

Level 3 - \$6,875.00

Advanced Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time - **each additional hour @ \$336.00 per HAZMAT team.**

ADDITIONAL TIME ON-SCENE (for all levels of service)

Engine billed at \$466 per hour.

Truck billed at \$582 per hour.

Miscellaneous equipment billed at \$341.

FIRE INVESTIGATION

Fire Investigation Team - \$321.00 per hour.

Includes:

- Scene Safety
- Investigation
- Source Identification
- K-9/Arson Dog Unit
- Identification Equipment
- Mobile Detection Unit
- Fire Report

The claim begins when the Fire Investigator responds to the incident and is billed for logged time only.

FIRES

Assignment - \$466.00 per hour, per engine / \$582.00 per hour, per truck

Includes:

- Scene Safety
- Investigation
- Fire / Hazard Control

This will be the most common “billing level”. This occurs almost every time the fire department responds to an incident.

OPTIONAL: A fire department has the option to bill each fire as an independent event with custom mitigation rates.

Itemized, per person, at various pay levels and for itemized products use.

ILLEGAL FIRES

Assignment - \$466.00 per hour, per engine / \$582.00 per hour, per truck

When a fire is started by any person or persons that requires a fire department response during a time or season when fires are regulated or controlled by local or state rules, provisions or ordinances because of pollution or fire danger concerns, such person or persons will be liable for the fire department response at a cost not to exceed the actual expenses incurred by the fire department to respond and contain the fire. Similarly, if a fire is started where permits are required for such a fire and the permit was not obtained and the fire department is required to respond to contain the fire the responsible party will be liable for the response at a cost not to exceed the actual expenses incurred by the fire department. The actual expenses will include direct labor, equipment costs and any other costs that can be reasonably allocated to the cost of the response.

WATER INCIDENTS

Level 1

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control). This will be the most common “billing level”. This occurs almost every time the fire department responds to a water incident.

Billed at \$466 plus \$58 per hour, per rescue person.

Level 2

Intermediate Response: Includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. We will bill at this level if the fire department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident.

Billed at \$932 plus \$58 per hour, per rescue person.

Level 3

Advanced Response: Includes Level 1 and Level 2 services as well as D.A.R.T. activation, donning breathing apparatus and detection equipment. Set up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.

Billed at \$2,334 plus \$58 per hour per rescue person, plus \$117 per hour per HAZMAT team member.

Level 4

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized, per trained rescue person, plus rescue products used.

BACK COUNTRY OR SPECIAL RESCUE

Itemized Response: Each incident will be billed with custom mitigation rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus per hour, per trained rescue person per hour, plus rescue products used.

Minimum billed \$466 for the first response vehicle plus \$58 per rescue person. Additional rates of \$466 per hour per response vehicle and \$58 per hour per rescue person.

CHIEF RESPONSE

This includes the set-up of Command and providing direction of the incident. This could include operations, safety, and administration of the incident.

Billed at \$290 per hour.

MISCELLANEOUS / ADDITIONAL TIME ON-SCENE

Engine billed at \$466 per hour.

Truck billed at \$582 per hour.

Miscellaneous equipment billed at \$341.

GAS LEAKS (Natural)

LEVEL 1

(Natural Gas Leak Outside Without Fire)

Description: Minimal danger to life, property, and the environment, leak typically for mechanical damage to a meter or pipe.

Actions: Evacuate immediate area, notify gas company, evaluate hazards including exposures, environment, vehicular traffic etc. Conduct fence line monitoring to determine control zones. Remove ignition sources from the area, consider non-intervention strategy, if offensive tactics selected, ensure proper PPE, respiratory protection, thermal protection, and tactics are utilized.

Assignment - \$466.00 per hour, per engine / \$582.00 per hour, per truck

LEVEL 2

(Natural Gas Leak Outside with Fire)

Description: Moderate danger to life, property, and the environment, leak typically caused from mechanical damage with nearby operating equipment (car, backhoe, etc) causing a fire.

Actions: Evacuate immediate area, notify gas company, protect hazards from fire damage, do not extinguish the fire unless directed to do so by the gas company, consider water supply options.

Assignment- \$748 per hour, per engine / \$58 per hour, per rescue person.

LEVEL 3

(Natural Gas Leak inside Structure)

Description: Significant danger to life, property, and the environment, leak is typically difficult to identify and locate.

Actions: Evacuate building and nearby structures, notify gas company, position apparatus away from the structure, attempt to control gas where it enters the building, ventilate the building (using intrinsically safe methods), remove ignition sources from inside but shutting off power on the outside of the structure.

Assignment- \$932 per hour, per engine / \$58 per hour, per rescue person.

FIRE MARSHAL INSPECTION AND PERMITTING FEES

a) Fire Marshal Inspections.

- 1) Certificate of Occupancy - \$60.00.
- 2) Temporary Certificate of Occupancy - \$60.00.
- 3) After Hours Inspections (after 5:00 p.m. or on weekend)
 - i. \$150.00 per hour for first two hours.
 - ii. \$50.00 per hour for each additional hour beyond the first two hours.

b) Fire Protection Systems.

- 1) 1-10 devices - \$75.00.
- 2) 11-25 devices - \$100.00.
- 3) 26-100 devices - \$200.00.
- 4) 101-200 devices - \$275.00.
- 5) 201-500 devices - \$500.00.
- 6) Per device for each device over 500 - \$1.00.

c) Fire Sprinkler Systems.

- 1) Underground- \$150.00.
- 2) Aboveground, 1-19 heads - \$75.00
- 3) Aboveground 20-100 heads - \$100.00.
- 4) Aboveground, 101-300 heads - \$200.00.
- 5) Aboveground 301-1,000 heads - \$400.00.
- 6) Per head/or each over 1,000 heads - \$1.00.
- 7) Fire Pump, additional - \$150.00.

d) Access Control.

- 1) 1-10 Doors - \$75.00.
- 2) 11-25 Doors - \$100.00
- 3) 26-100 Doors - \$200.00.
- 4) 101-200 Doors - \$275.00
- 5) 201-500 Doors - \$500.00.
- 6) Per device for each device over 500 - \$1.00.

e) Fire Alarm System Permits.

- 1) Residential Permit Fee - \$50.00 annually.
 - i. This residential fee shall be waived if a burglar alarm permit fee has already been paid.

2) *Non-Residential Permit Fee - \$100.00 annually.*

f) False Alarm Billing Fee (Residential).

1) The first three (3) false alarm calls within a twelve (12) month period are free of charge.

2) The fee for the fourth (4th) and fifth (5th) false alarm calls within a twelve (12) month period is \$75.00 per call.

3) The fee for the sixth (6th) and seventh (7th) false alarm calls within a twelve (12) month period is \$250.00 per call.

4) The fee for the eighth (8th) false alarm call and any false alarm call beyond the eighth (8th) within a twelve (12) month period is \$500.00 per call.

g) False Alarm Fee (Non-Residential).

1) The first three (3) false alarm calls within a twelve (12) month period are free of charge.

2) The fee for the fourth (4th) and fifth (5th) false alarm calls within a twelve (12) month period is \$150.00 per call.

3) The fee for the sixth (6th) and seventh (7th) false alarm calls within a twelve (12) month period is \$500.00 per call.

4) The fee for the eighth (8th) false alarm call and any false alarm call beyond the eighth (8th) within a twelve (12) month period is \$1,000.00 per call.

h) Fire Marshal Annual Inspection Fee.

1) 1 - 1,500sq.ft. - \$50.00 annually.

2) 1,501 - 3,000 sq. ft. - \$55.00 annually.

3) 3,001 - 5,000 sq. ft. - \$60.00 annually.

4) 5,001 - 10,000 sq. ft. - \$65.00 annually.

5) 10,001 - 25,000 sq. ft. - \$70.00 annually.

6) 25,001 - 50,000 sq. ft. - \$75.00 annually.

7) 50,001 - 75,000 sq. ft. - \$80.00 annually.

8) 75,001 - 100,000 sq. Ft. - \$100.00 annually.

9) 100,001 - 200,000 sq. ft. - \$120.00 annually.

10) 200,001 sq. ft. and greater - \$280.00 annually.

i) Hazardous Materials Annual Permit (includes flammable/combustible liquids).

1) Powders and Solids

i. 1,000 lbs. and less - \$25 .00

ii. 1,001 - 2,000 lbs. - \$37.50.

iii. 2,001 - 5,000 lbs. - \$70.00.

iv. 5,001 lbs. and over - \$137.50.

2) Liquids and Gels.

i. 25 gallons or less - \$25.00.

ii. 26 -100 gallons - \$37.50.

iii. 101- 1,000 gallons - \$70.00.

iv. 1,001 gallons or more - \$137.50.

j) Plan Review Fees.

1) Plan Review - \$60.00.

- 2) Fire Alarm System - \$70.00.
- 3) Fire Sprinkler System - \$150.00.
- 4) Emergency Lighting- \$37.50.
- 5) Special Lighting - \$30.00.
- 6) Liquid storage tanks, hazardous materials - \$70.00.
- k) Reinspection Fee - \$60.00.**
- l) Special Permits.**
 - 1) Blasting operation - \$65.00 per day.
 - 2) Pyrotechnic display - \$65.00 per day.
 - 3) Tent permit.
 - i. 1 - 30 days - \$30.00.
 - ii. Each additional 30 days or portion thereof- \$30.00.
- m) Underground Storage Tanks Installation.** The fees set forth in this subsection are applicable to both temporary and permanent underground storage tanks.
 - 1) 0 - 1,000 gallons - \$50.00.
 - 2) More than 1,000 gallons - \$100.00.
- n) LPG Tank Installation or Removal - \$50.00.**
- o) Special Event Fees.**
 - 1) Fire marshal permit.
 - i. \$125.00 for first day.
 - ii. \$75.00 per each additional day thereafter.
 - 2) Fire marshal on premises - \$65.00 per hour.
 - 3) Standby fire personnel, no apparatus - \$65 .00 per hour (each, three hour minimum).
 - 4) Standby ambulance, with personnel - \$130.00 per hour (three hour minimum).
 - 5) Standby engine or truck, with personnel - \$195.00 per hour (three hour minimum).
- p) State Mandated Inspections.**
 - 1) Hospitals - \$100.00
 - 2) Nursing and long-term care homes - \$75.00.
 - 3) Daycare/Mother's Day out- \$50.00.
 - 4) Foster home or adoptive home - \$10.00.
 - 5) Home inspection (insurance) - \$50.00."

MITIGATION RATE NOTES

The mitigation rates above are average "billing levels", and are typical for the incident responses listed, however, when a claim is submitted, it will be itemized and based on the actual services provided.

These average mitigation rates were determined by itemizing costs for a typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department's "actual personnel expense" and not just a firefighter's basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.



City Council Agenda November 18, 2021

Agenda Item:G4

Ordinance

(Action Item)

Agenda Description:

Discuss, consider, and possible action on an Ordinance amending Chapter 8, “Offenses and Nuisances,” of the Code of Ordinances by adding a new article 8.09, “Traffic, Sidewalk and Public Way obstructions”; providing for the removal of traffic obstructions, including the trimming of trees and other plants and foliage.

Background Information:

Staff is recommending the approval of the ordinance to set in place the requirement to trim overgrown tree limbs/foliage back from parkway allowing for safe vehicle passage and pedestrian passage.

Financial Information:

Na

City Contact and Recommendations:

Staff recommends approval.

Attachments:

1. Ordinance

CITY OF JOSHUA, TEXAS

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, AMENDING CHAPTER 8, "OFFENSES AND NUISANCES," OF THE CODE OF ORDINANCES OF THE CITY OF JOSHUA, TEXAS, BY ADDING THERETO A NEW ARTICLE 8.09, "TRAFFIC, SIDEWALK AND PUBLIC WAY OBSTRUCTIONS"; PROVIDING FOR THE REMOVAL OF TRAFFIC OBSTRUCTIONS, INCLUDING THE TRIMMING OF TREES AND OTHER PLANTS AND FOLIAGE; MAKING FINDINGS RELATED THERETO; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; AND PROVIDING FOR SAID ORDINANCE TO TAKE EFFECT FROM AND AFTER ITS PASSAGE AND DATE OF PUBLICATION.

WHEREAS, Chapter 8 of the City's Code of Ordinances addresses certain offenses and nuisances in the City; and

WHEREAS, the City has determined that on occasion, trees, branches of trees, plants and other foliage may impact the public's use of streets, sidewalks and other public ways when such trees, tree branches, plants and other foliage are untrimmed or allowed to impede passage on or across such public ways; and

WHEREAS, low hanging trees, plants or foliage may (1) cause damage to fire trucks, buses, and other vehicles; (2) impede emergency and delivery vehicles by obstructing their paths; (3) obstruct the views of both drivers and pedestrians; (4) obstruct the paths of pedestrians on sidewalks and other public ways; (5) block visual sight of street signs; and (6) block illumination of street lights, among others; and

WHEREAS, it is the purpose of this Ordinance to clarify the obligations of property owners with regard to such obstructions, and the City Council of the City of Joshua has determined that it is in the best interests of the citizens of the City of Joshua that Chapter 8 of the Code of Ordinances be amended to provide for the foregoing.

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

SECTION 1

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

SECTION 2

From and after the effective date of this Ordinance, Chapter 8, "Offenses and Nuisances, of the Code of Ordinances of the City of Joshua, Texas, is hereby amended by adding thereto a new Article 8.09, "Traffic, Sidewalk and Public Way Obstructions," to read as follows:

"ARTICLE 8.09 TRAFFIC, SIDEWALK AND PUBLIC WAY OBSTRUCTIONS

Sec. 8.09.001 Prohibited

(a) It shall be unlawful, and shall constitute an offense, for any person to willfully obstruct or injure or cause to be obstructed or injured or to maintain an obstruction in any manner whatsoever upon any street, alley, sidewalk or other public way.

(b) It shall be unlawful, and shall constitute an offense, for any person, firm, or corporation who shall own or occupy any lot or property in the City to allow any plant or tree to accumulate or grow or any object or vehicle to be maintained on such lot or property in such a manner as to obstruct the vision of persons using any street, roadway, or alley contiguous thereto.

(c) For purposes of this Article:

- (1) No tree branch shall hang lower than 14 feet over any public street, roadway, alley or other public way, not including sidewalks;
- (2) No tree branch shall hang lower than 8 feet over any sidewalk; and
- (3) All trees, bushes, shrubs, and other types of foliage shall not obstruct visual sight of street signs or illumination from streetlights.

Sec. 8.09.002 Removal by City

(a) Should any owner of any lot within the City who shall be in violation of Section 8.09.001 fail or refuse to remove any object or vehicle or to cut down, remove or trim such trees, bushes, shrubs or other foliage within ten days after notice to the owner to do so, in writing, or by letter addressed to the owner at his or her post office address, or within ten days after notice by publication as many as two times within ten consecutive days in any newspaper in the City, the City may remove such object or vehicle or cut down, remove or trim such trees, bushes, shrubs or other foliage, or cause the same to be done, and may pay therefor, and charge the expenses incurred in doing such work or having such work done or improvements made to the owner of such lot or real estate. If such work is done or improvements made at the expense of the City, then such expenses shall be assessed on the lot or real estate upon which such expense was incurred.

(b) Should any tree, bush, shrub or other foliage, object, or vehicle encroach upon any public right-of-way, the City shall have the authority to cut back or trim such plant or tree and to remove the object or vehicle or portion thereof from such right-of-way."

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6

Any person, firm or corporation who violates any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished by fine of not more than Five Hundred Dollars (\$500.00) for each offense, and each and every day such violation shall continue shall constitute a separate offense.

SECTION 7

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, ON THIS THE 18TH DAY OF NOVEMBER, 2021.

Joe Hollarn, Mayor

ATTEST:

Alice Holloway, City Secretary

APPROVED AS TO FORM:

Terrence S. Welch, City Attorney



City Council Agenda November 18, 2021

Agenda Item: G5 Resolution (Action Item)

Agenda Description:

Discuss, consider, and possible action on a resolution affirming the casting of votes in the 2022-2023 Election of the Board of Directors for the Central Appraisal District of Johnson County.

Background Information:

The term of service for the five members of the Johnson County Central Appraisal District's (JCCAD) Board of Directors is set to expire on December 31, 2021. The members of the Board are both nominated and appointed, by vote of the governing bodies of the taxing authorities within the county.

Each taxing authority is assigned a designated number of votes for the ballot, based on their percentage share of their portion of the tax levy within the district. Accordingly, the City of Joshua has been allocated 53 total votes for the Board of Directors election.

Votes, by resolution, must be submitted to the Appraisal District on or before December 15, 2021. Votes may be apportioned amongst the nominees in any way as deemed appropriate by the taxing entities, however votes cast for someone not on the ballot will not be counted. The five candidates who receive the most votes will be elected to the Board of Directors. The nominees for the Board of Directors are:

- Don Beeson
- Byron Black
- Vance Castles
- Toby Ford
- Jeannie Prazak
- Alicia Rosales
- Brenda Webb

Board members serve two year terms, and the term for the newly elected members will run from January 1, 2022 – December 31, 2023. To be eligible to serve, the nominee(s) must have resided within the district for the previous two years. As a reminder, the role and responsibility of the Board is to govern the appraisal district, hire the Chief Appraiser, and to adopt the annual budget for the district. The Board of Directors does not appraise property or make decisions affecting appraisal records.

Financial Information:

NA

City Contact:

Alice Holloway, City Secretary

Attachments:

1. Resolution
2. Official Ballot
3. Letter from Chief Appraiser-Jim Hudspeth

CENTRAL APPRAISAL DISTRICT
OF JOHNSON COUNTY



109 N Main St
Cleburne TX 76033
Metro (817) 648-3000
Fax (817) 645-3105
www.johnsoncad.com

Board of Directors
Byron Black – Chairman
Toby Ford – Vice Chairman
Don Beeson – Secretary
Larry Woolley
Albert Archer, Sr.
Scott Porter – Tax Assessor/Collector

Executive Director/Chief Appraiser
Jim Hudspeth, RPA, RTA, CTA, CSTA, CCA

October 21, 2021

**The Honorable Joe Hollarn, Mayor
City of Joshua
101 South Main St
Joshua, Texas 76058**

Dear Mayor Hollarn:

Enclosed is your OFFICIAL BALLOT for election of the Central Appraisal District Board of Directors for 2022-2023. The City of Joshua is entitled to a total of 53 votes. You may cast all votes for one candidate or divide them up for two or more.

Your governing body should determine its vote by resolution. Please record the number of votes for the candidate(s) chosen on this OFFICIAL BALLOT, and return it to me along with a copy of your resolution before December 15, 2021.

Legislation prohibits ballots received after this date from being counted in the election. Please place the resolution on your agenda during November and ensure your ballot is in our office before December 15, 2021.

A copy of this letter is being sent to your city manager, along with a copy of the ballot; however, only you have the OFFICIAL BALLOT.

I cannot stress enough that the Property Tax Code requires timeliness in this matter. Please call me anytime I can be of help to you.

Respectfully,

Jim Hudspeth, RPA, RTA, CTA, CSTA, CCA
Executive Director/Chief Appraiser

JH/jw

Enclosures

cc: Mr. Mike Peacock, City Manager

**CENTRAL APPRAISAL DISTRICT OF JOHNSON COUNTY
109 N. MAIN
CLEBURNE, TEXAS 76033**

ELECTION OF BOARD OF DIRECTORS FOR 2022-2023

OFFICIAL BALLOT

VOTES

CANDIDATES

Don Beeson

Byron Black

Vance Castles

Toby Ford

Jeannie Prazak

Alicia Rosales

Brenda Webb

RESOLUTION NO. _____

RESOLUTION BY THE CITY OF _____, TEXAS, AFFIRMING
THE CASTING OF VOTES IN THE 2022-2023 ELECTION OF THE BOARD OF
DIRECTORS FOR THE CENTRAL APPRAISAL DISTRICT OF JOHNSON
COUNTY, TEXAS.

This is to affirm that the City Council of the City of _____, did on
this the _____ day of _____, 2021, cast votes as indicated below for
the candidate(s) in the election for the 2022-2023 Board of Directors of the Central
Appraisal District of Johnson County, Texas, in a regular meeting of the City Council.

Number of Votes

Candidate

RESOLVED AND ENTERED this the _____ day of _____, 2021.

MAYOR

ATTEST:

CITY SECRETARY



City Council Agenda November 18, 2021

Agenda Item:G6 Minute Resolution (Action Item)

Agenda Description:

Agreement for the Billing and Collection of Emergency Services

Background Information:

Currently the City has an agreement with Fire Recovery USA, LLC for the collection of charges for emergency services. Emergency services charges include the recovery of costs associated with fires, vehicle accidents, HazMat, rescues, fire investigations, and various other charges that involve fire related mitigation. Fire Recovery USA, LLC is not a user-friendly service and charges a fee rate of 20% for their services.

Staff is recommending switching recovery services to EmergiFire, LLC. EmergiFire will assist department staff with acquiring information from customers, thereby relieving firefighters of the additional research they are required to perform to ensure proper collection of fees. Additionally, EmergiFire's fee is 15%.

Staff recommends changing collection services for emergency response fees from Fire Recovery USA, LLC to EmergiFire, LLC.

Financial Information:

None

City Contact and Recommendations:

Thomas Griffith, Chief

Attachments:

EmergiFire, LLC Agreement
City Ordinance

AGREEMENT FOR FIRE/EMERGENCY RESPONSE BILLING

This Agreement is entered into this _____ day of _____, 2021, by and between EmergiFire, LLC, a Texas limited liability corporation and City of Joshua, a Texas Municipality (“Client”).

RECITALS

WHEREAS, Client, is engaged in public safety, fire suppression, fire response and the provision of life saving service to the public;

WHEREAS, EmergiFire is engaged in the business of providing third-party billing and accounts receivable management for municipalities or other governmental entities;

WHEREAS, City of Joshua desires to utilize EmergiFire for billing and claims management services; and

WHEREAS, EmergiFire is willing to provide such third-party billing and accounts receivable management upon the terms and conditions provided in this Agreement;

THEREFORE, in consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties, intending to be legally bound, agree as follows:

1. Appointment. Client hereby engages EmergiFire to exclusively perform the third-party billing and accounts receivable management described in Paragraph 2 of this Agreement and EmergiFire accepts such exclusive appointment and agrees to provide such services in accordance with the terms of this Agreement. Client agrees that it will not enter into any contract, agreement, arrangement or understanding with any other person or entity, the purpose of which is to provide for the same or substantially similar services during the term of the Agreement, unless the parties agree otherwise as set forth in writing in an Addendum to this Agreement. For purposes of the appointment, the recitals set forth above are incorporated by reference and made a part of this Agreement as if set forth in their entirety.

2. Fire/Emergency Response Billing Services. EmergiFire agrees to perform the following duties (collectively referred to as the “Services”) on behalf of Client:

a. Provide Client with instructions for the submission of Required Documentation to EmergiFire. For purposes of this Agreement, “Required Documentation” shall consist of any fire management software acceptable to Client and direct contact information to obtain the law enforcement report and other documentation necessary for EmergiFire to perform the Fire/Emergency Response Billing Services under this Agreement. All Required Documentation must be in accordance with applicable laws and regulations.

b. Review the Required Documentation, based on the information supplied by Client, for completeness and eligibility for submission to request reimbursement and to verify compliance under applicable laws, or regulations, based upon EmergiFire's understanding of said laws, or regulations applicable to the date the emergency response services were rendered. If any Required Documentation is missing, EmergiFire will request necessary documentation from Client.

c. Promptly prepare and submit claims deemed complete and eligible for reimbursement by EmergiFire in conformance with this Agreement for electronic or paper submission to the responsible party or payer based on the information supplied by Client. In the event that EmergiFire deems the Required Documentation to be incomplete or inconsistent, EmergiFire will notify Client that additional information may be required to process the claim. EmergiFire will decide regarding the appropriate submission of the claim based on the information supplied by Client. Client understands and acknowledges that not all accounts will satisfy the eligibility requirements for reimbursement and that it might not be possible to obtain reimbursement in all cases. EmergiFire makes no representation or warranty that all claims are payable or will be paid, and Client agrees to abide by EmergiFire's decisions regarding claim submission based on the information provided to EmergiFire by Client.

d. Promptly post payments made on Client's behalf by insurers and others.

e. Provide monthly reports to Client, which include, at a minimum, charges in the month, payments received in the month and accounts receivable.

f. Accept and clear payments on behalf of client by check, ACH, wire, electronic funds transfer or other means of payment. EmergiFire shall in its sole discretion determine which credit cards, if any, it will accept.

3. Specifically Excluded Duties of EmergiFire. Notwithstanding any provisions of this Agreement to the contrary, EmergiFire shall *not* be responsible to:

a. Initiate or pursue litigation for the collection of past due accounts.

b. Provide legal advice or legal services to Client, or anyone acting on Client's behalf;

4. Responsibilities of Client. Client agrees to do the following, at its sole cost and expense:

a. Provide EmergiFire with all Required Documentation, as set forth in Paragraph 2(a), above, as well as the following data: Involved Party's Name and Address, Driver's License number, Date of Birth, Date of Incident, Services Rendered (including response vehicles, personnel, activities of responders, etc.), Beginning and Ending Response/Incident Times and any other relevant information. Client acknowledges that EmergiFire must rely upon the accuracy and completeness of the documentation provided by Client to allow EmergiFire to perform the Fire/Emergency Response Billing Services specified in this Agreement. EmergiFire is not in a position to verify the accuracy or completeness of the Required Documentation provided by Client. Client bears sole responsibility for the claim submissions made by EmergiFire on its behalf based

upon the aforementioned documentation submitted to EmergiFire by Client.

b. Maintain its qualifications, if required, to provide emergency response services, including any required local, state and/or federal licenses, permits, certificates or enrollments (collectively, “Licenses”), and to remain in good standing with any required state and federal emergency response programs. Client shall provide copies of all current Licenses, including renewals, to EmergiFire. Client will promptly notify EmergiFire of any suspension or revocation of any required license, permit, certification or enrollment, or exclusion from any state or federal program or any change in ownership or management of Client.

c. Provide EmergiFire with a copy of all Client ordinances, rate schedules, contracts or agreements which pertain to Client’s billing or charges for emergency response services.

d. Notify EmergiFire of any or all changes in billing charges for service or changes in any of Client’s billing policies or contracts not later than thirty (30) days prior to the effective date of said changes.

e. Report all payments made directly to Client within twenty-four (24) hours of Client’s receipt of same.

f. Cooperate reasonably with EmergiFire to enable EmergiFire to meet its obligations under this Agreement. If Client’s approval is required for EmergiFire to fulfill any obligations it may have under this Agreement, Client shall not unreasonably withhold, condition or delay its approval.

g. In writing, notify EmergiFire of any customized needs (reporting, scheduling, etc.). Client understands that the processing of customized needs may entail additional charges to Client by EmergiFire.

h. Designate a contact person, authorized to transact business on behalf of Client, who can promptly respond to any questions raised by EmergiFire, or who can execute required forms and other documents necessary to the provision of Services by EmergiFire under this Agreement.

i. Designate a law enforcement contact person who can promptly respond to any document requests by EmergiFire necessary to the provision of emergency response services by EmergiFire under this Agreement.

j. Agree to permit EmergiFire to provide training to Client personnel if EmergiFire deems such training to be necessary and/or desirable at a cost to be mutually agreed upon by the parties and paid by Client.

k. Provide electronic transfer of emergency response data in an acceptable electronic format to EmergiFire. Client agrees to bear all cost of the development and implementation of the electronic software “bridge” as agreed upon by and in conjunction with EmergiFire information technology personnel, representatives, or contractors.

l. To the extent allowed by law, Client will defend and hold harmless EmergiFire and each of its officers, directors, employees, attorneys, and agents, to the extent allowed by applicable law, from and against any and all costs, claims, losses, damages, liabilities, expenses, judgments, penalties, fines and causes of action which arise or result from:

- i. Any breach or violation of covenant, obligation or agreement of Client set forth in this agreement and any breach or inaccuracy of any of the representations or warranties made by Client in this agreement or in performing its responsibilities under this agreement.
- ii. Both parties agree that defense of breach or violation of the agreement by Client under this Section 4.q. does not constitute the Client's incurrence of a debt in violation of Article XI Section 7 A. of the Texas Constitution and defined by the Supreme Court in *Tex. & New Orleans R.R. Co. v. Galveston County*, 169 S.W.2d 713, 715 (Tex. 1943).

5. Record Ownership and Access.

a. Client understands that all documentation provided to EmergiFire by Client, whether in paper and/or electronic form, is for the sole and express purpose of permitting EmergiFire to provide Fire/Emergency Response Billing Services under this Agreement. It is Client's responsibility to maintain all its documents and business records, including copies of any documents or records provided to EmergiFire ("Client-Provided Records"). EmergiFire does not act as Client's records custodian.

b. During the term of this Agreement, EmergiFire shall, upon Client's written request, provide to Client, in electronic format and within 14 days of receipt of such written request, copies of any Client-Provided Records furnished to EmergiFire by Client, and to any Claim Adjudication Documents generated by and received from insurers or payers in response to claims submitted by EmergiFire on Client's behalf. "Claim Adjudication Documents" shall consist of the documents generated secondary to claim submission in the normal course of claim processing.

c. Any documents, data, records or information compiled in the course of EmergiFire's provision of Fire/Emergency Response Billing Services under this Agreement, other than those Client-Provided Records and Claim Adjudication Records defined in Paragraphs 5(a) and (c) above, shall be the sole and exclusive property of EmergiFire and shall be considered the business and/or proprietary records of EmergiFire. EmergiFire shall have no obligation to furnish any such business or proprietary records of EmergiFire to Client, and Client shall have a right of access only to the Client-Provided Records and Claim Adjudication Documents as defined in Paragraphs 5(a) and (c), above.

d. If Client or a third party requests any documents or records to which Client or the third party has a right of access under Paragraphs 5(a) and (c) of this Agreement, and such documents cannot be provided to Client in electronic form, EmergiFire may charge Client the per-copy amount for medical records permitted under applicable law at the time of Client's request.

e. Should this Agreement be terminated for any reason, all documents and

records to which Client has a right of access under Paragraphs 5(a) and (c) of this Agreement shall be maintained in electronic format at a site convenient to EmergiFire for a reasonable amount of time for follow-up of all open claims, but in any event not to exceed ninety (90) days following the effective date of termination of this Agreement. Electronic or paper copies, as per Paragraph 5(e) hereof, of the records to which Client has a right of access under Paragraphs 5(a) and (c) will be made available to Client, at Client's sole cost and expense, in a format acceptable to EmergiFire at the Client's written request provided that Client makes such request within thirty (30) days following termination of the Agreement, and provided that Client has no outstanding invoices due to EmergiFire at the time of the request. EmergiFire shall have absolutely no responsibility whatsoever after termination of this Agreement to provide any monthly reports or other such EmergiFire-generated reports to Client.

f. Upon termination of this Agreement, Client is responsible to notify all parties of its new address, phone and/or fax numbers for billing or payment purposes. Notwithstanding any other provisions of this Agreement to the contrary, EmergiFire will not be responsible for mail, deliveries, faxes, messages or other communications sent in Client's name to EmergiFire after the effective termination date of this Agreement, and EmergiFire shall have no duty to accept, maintain, copy, deliver or forward any such communications to Client following termination of this Agreement.

g. Costs for copies of documents required and/or requested by Client beyond the requirement of the normal daily claim handling requirements will be invoiced to Client by EmergiFire at a per copy price to be established by EmergiFire from time to time.

6. Client Accounting and Auditing Requirements. If Client requires EmergiFire's assistance in Client's accounting or other internal audits, EmergiFire will charge client for said audit support services at its customary rates, to be established by EmergiFire from time to time. Upon written request of Client for same, EmergiFire shall furnish said rates to Client in writing prior to undertaking any work pursuant to this Paragraph.

7. Term and Termination.

a. This Agreement is for an initial term of one year, and will automatically renew for successive like terms unless terminated hereunder.

b. This Agreement may be terminated with or without cause, by either party, upon written notice to the other party with thirty (30) days' notice.

c. This Agreement may be terminated by EmergiFire immediately upon written notice to Client for any of the following reasons:

- i. If Client makes an assignment for the benefit of creditors, files a voluntary or involuntary petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for the appointment of any receiver of any trustee over its assets or properties, commences any proceeding under any reorganization, arrangement, readjustment of debt or similar law or statute of any jurisdiction, whether now or hereafter in effect, or if there is commenced against the other party any such

proceeding which remains un-dismissed, un-stayed, or the other party by any act or any omission to act indicated its consent to, approval of or acquiescence in any such proceeding or the appointment of any receiver or of any trustee, or suffers any such receivership or trusteeship to continue undischarged, un-stayed, or un-vacated for a period of thirty (30) days.

- ii. If Client loses its license, permit or certification necessary to do business.
- iii. If Client fails to perform any of its responsibilities as set forth in this Agreement, fails to pay EmergiFire for its Fire/Emergency Response Billing Services within thirty (30) days of the date such payment becomes due, takes any actions which EmergiFire, in its sole discretion, determines to be unethical, illegal, immoral or non-compliant, or fails to cooperate with EmergiFire in any way that prevents, impedes, obstructs or delays EmergiFire in the performance of the Fire/Emergency Response Billing Services set forth in this Agreement.

d. Upon termination for any reason, EmergiFire shall perform follow-up on any open accounts submitted by EmergiFire on Client's behalf for a period not to exceed ninety (90) days from the date of termination. EmergiFire shall have no responsibility to perform such follow-up in the event Client takes any actions which prevent EmergiFire from engaging in such follow-up, or if Client has any unpaid balances due to EmergiFire on the date of termination of this Agreement.

e. Upon termination for any reason, Client shall be responsible to pay the fees set forth in Paragraph 10 below, for all revenues collected by EmergiFire on Client's behalf during the 90-day follow-up period set forth in Paragraph 7(d) above. After notice of termination is given, all EmergiFire invoices are due and payable by Client within five (5) days of same. If Client does not remit payment on any such invoice within five (5) days of the invoice, EmergiFire shall have no responsibility to perform any further follow-up on open accounts, notwithstanding the provisions of Paragraph 7(d) above.

8. External and Internal Audits.

a. Client shall immediately notify EmergiFire if there has been any audit, review or any investigation or other formal inquiry into the billing practices of Client and/or EmergiFire, or claims submitted by EmergiFire on behalf of Client, where such audit or investigation is or appears to have been initiated by any governmental agency, insurer, payer, carrier, or other agency or entity authorized to carry out any such audit or investigation. This obligation shall survive termination of this Agreement for any reason.

b. The Client bears sole responsibility for obtaining and paying for any legal or consulting assistance necessary in defending itself in any such audit or investigation. EmergiFire shall assist Client in producing any records, reports or documents in its possession which pertain to the audit or investigation and may charge Client a reasonable fee for copying, preparation, assembly or retrieval of such documents or reports. EmergiFire shall have no

obligation to perform any duties under this Paragraph 8(b) following termination of this Agreement for any reason.

c. Client is solely responsible for repaying any overpayments or recoupments sought or imposed by any insurer, carrier or governmental agency or contractor, including interest, civil monetary penalties, fines or other such assessments.

9. Disposition of Funds.

a. All funds EmergiFire receives shall be made in the name of Client and deposited and cleared by EmergiFire into a bank account owned by EmergiFire. Funds are forwarded monthly to Client or deposited into a Client account as directed by Client less EmergiFire's fees.

b. If Client desires that payments be made by utilizing credit cards, then EmergiFire shall accept credit card payments on behalf of Client's in a manner that is secure and agreed upon by the parties, and only to the extent possible and feasible.

10. Compensation.

a. In exchange for the Fire/Emergency Response Billing Services described in this Agreement, Client shall pay EmergiFire a fee equivalent to fifteen percent (15.0%) of all revenues collected by EmergiFire on behalf of Client. Credit card payments accepted by EmergiFire will be charged an additional three percent (3.0%), unless it has been offset by a convenience fee.

b. If Client instructs EmergiFire to collect on an account(s) initially billed by another Contractor, EmergiFire shall be compensated and paid for the collection efforts on said account in accordance with the following schedule: Twenty-five Percent (25%) of the total amount collected on the account.

c. If applicable, EmergiFire shall submit invoices to Client on a periodic basis established by EmergiFire. Invoices are to be paid by Client within thirty (30) days of the invoice date. EmergiFire reserves the right to add simple interest at an annual rate of 18%, compounded monthly, on all where EmergiFire has not received payment within thirty (30) days of the date of its invoice.

d. If Client is obligated to refund any payment, EmergiFire's fees shall not be credited or refunded to Client.

e. Beginning on the first of each new calendar year, the then current fee shall be increased by the Employment Cost Index or, Total Compensation, Not Seasonally Adjusted, Private Industry for Professional, Scientific and Technical Services published by the Bureau of Labor Statistics of the US Department of Labor for the twelve months ending the preceding year.

f. Client agrees to reimburse EmergiFire for any and all sales tax liabilities that may arise as a result of this Agreement.

g. Client agree to reimburse \$35 for any checks returned for insufficient funds as a result of this Agreement.

11. Indemnification and Insurance.

a. In addition to any specific indemnification provisions set forth in this Agreement, to the extent allowed by law, Client shall hold harmless, indemnify and defend EmergiFire and/or its employees, officers, directors and agents from and against any and all costs, claims, losses, damages, liabilities, expenses, judgments, penalties, fines, and causes of action to the extent caused by any negligent act or omission on the part of Client or its agents, servants, volunteers, contractors or employees. This provision shall include all costs and disbursements, including without limitation court costs and reasonable attorneys' fees.

b. In addition to any specific indemnification provisions set forth in this Agreement, to the extent allowed by law, EmergiFire shall hold harmless, indemnify and defend Client and/or its employees, officers, directors and agents from and against any and all costs, claims, losses, damages, liabilities, expenses, judgments, penalties, fines and causes of action to the extent caused by any willful or grossly negligent misconduct of any EmergiFire agent, servant, contractor or employee and which relate to the Fire/Emergency Response Billing Services performed by EmergiFire under this Agreement.

c. EmergiFire shall maintain errors and omissions insurance coverage in an amount not less than \$1,000,000. EmergiFire shall provide proof of such coverage to Client upon reasonable written request for same.

d. Notwithstanding any other provision of this Agreement, EmergiFire shall not be liable for any damages, including but not limited to loss in profits, or for any special, incidental, indirect, consequential, or other similar damages suffered in whole, or in part, in connection with this Agreement. Any liability of EmergiFire shall not exceed any amounts paid to EmergiFire by Client under this Agreement for any disputed billing performed by EmergiFire on behalf of Client.

e. Where any provision of this Agreement obligates Client to defend, indemnify and/or hold harmless EmergiFire, such agreement shall include any claims, losses, assessments or damages of any kind, and shall apply equally to EmergiFire and to its employees, owners, agents, contractors, attorneys, consultants, accountants and servants.

12. Confidentiality. Neither EmergiFire nor Client shall, during the term of this Agreement or for any extension hereof, for any reason, disclose to any third parties any proprietary information regarding the other party unless required to do so by law, regulation, or subpoena. For purposes of this Agreement, "proprietary information" shall include, but not be limited to, pricing or rate information, information pertaining to contracts with payers, insurers or other such parties, audit requests, audit results, billing processes, client lists or other such information.

13. Compliance.

a. Both parties agree to conduct their activities and operations in compliance with all state and federal statutes, rules, and regulations applicable to emergency response services billing activities. If either party which becomes aware of a violation of any such state or federal laws or regulations or of a questionable claim or claim practice agrees to notify the other party within fifteen (15) days so the other party may appropriately address the matter.

b. The parties recognize that this Agreement is always subject to applicable state, local, and federal laws and shall be construed accordingly. The parties further recognize that this Agreement may become subject to or be affected by amendments in such laws and regulations or to new legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement. In the event that any such laws or regulations affecting this Agreement are enacted, amended or promulgated, either party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. In the event that the parties do not agree on such written amendments within thirty (30) days of receipt of the proposed written amendments, then either party may terminate this Agreement without further notice, unless this Agreement would expire earlier by its terms.

14. Independent Contractor Relationship. EmergiFire and Client stand in an independent contractor relationship to one another and shall not be considered as joint ventures or partners, and nothing herein shall be construed to authorize either party to act as general agent for the other. There is no liability on the part of EmergiFire to any entity for any debts, liabilities or obligations incurred by or on behalf of the Client.

15. Prevention of Performance. If a party's obligation to perform any duty hereunder is rendered impossible of performance due to any cause beyond such party's control, including, without limitation, an act of God, war, civil disturbance, fire or casualty, labor dispute, hardware or software failures beyond the party's control, or governmental rule, such party, for so long as such condition exists, shall be excused from such performance, provided it promptly provides the other party with written notice of its inability to perform stating the reasons for such inability and provided that the party takes all appropriate steps as soon as reasonably practicable upon the termination of such condition to recommence performance.

16. Assignment. This Agreement may be assigned by EmergiFire to any successors or assigns of EmergiFire. This Agreement may not be assigned by Client without the express written consent of EmergiFire. This Agreement shall be binding upon all successors and assigns.

17. Notices. Notices required to be given under this Agreement shall be made to the parties at the following addresses and shall be presumed to have been received by the other party (i) three days after mailing by the party when notices are sent by First Class mail, postage prepaid; (ii) upon transmission (if sent via facsimile with a confirmed transmission report); or (iii) upon receipt (if sent by hand delivery or courier service).

EmergiFire:
EmergiFire, LLC.
PO Box 181839
Dallas, TX 75228-8839
Phone: (833) 245-5347

Client:
City of Joshua
101 S Main St
Joshua, TX 76058
Phone: (817) 558-7447

18. Non-Competition and Non-Solicitation Clause. Without prior, written authorization from EmergiFire, Client shall not:

a. During the term of this Agreement, or for two (2) years following its expiration or termination for any reason, employ, retain as an independent contractor, or otherwise in any way hire any personnel currently employed or employed at any time during the term of this Agreement by EmergiFire. Client expressly agrees that in the event of a breach of this provision, EmergiFire shall be entitled to a placement fee of two times the annual salary paid by EmergiFire to such employee at the time such employee left employment of EmergiFire.

b. During the term of this Agreement, or for a period of two (2) years following its expiration or termination for any reason, engage in the provision of emergency response billing services for any other fire department or emergency medical services organization. Nothing in this Paragraph shall be interpreted to prohibit Client from performing its own in-house billing and/or accounts receivable management following the expiration or proper termination of this Agreement.

19. Governing Law and Forum Selection Clause. This Agreement shall be deemed to have been made and entered into in Texas and shall be interpreted in accordance with the laws thereof, without regard to conflicts of laws principles. The parties expressly agree that the exclusive forum for resolving any legal disputes under this Agreement shall be the state or federal courts serving Cleburne, Texas. Client expressly agrees to personal jurisdiction and venue in any such court.

IN WITNESS WHEREOF, the parties have executed this Agreement to commence on the date first above written. Client represents that the individual who has executed this Agreement on behalf of the Client is authorized by Client and by law to do so.

EMERGIFIRE, LLC.

CLIENT

By:

By:

Signature Date

Signature Date

Christopher Turner
Print Name

Print Name

President and CEO
Title

Title



City Council Agenda

November 18, 2021

Agenda Item: Copier and Printer Contract

Agenda Description:

Discuss, consider, and take action on a new copier/printer contract.

Background Information:

The City of Joshua currently is under contract with Ubeo for their copying and printing needs. This agreement consists of five (5) different contracts as a result of making modifications to the first initial contract that was initiated in April 2017.

Financial Information:

Our current copy/printing monthly maintenance and the lease agreement is \$1,575.25. This agreement includes 12,000 black and white prints. All color prints are billed quarterly and are not included in the lease agreement. On average the quarterly bill is \$1,296. This is in addition to the monthly lease payment.

I have requested quotes from three (3) companies; Ubeo, Xerox, and Kyocera. After significant research, Xerox and Kyocera are the most competitive. Kyocera offers the most recent technology and competitive pricing.

Changing copy/printing companies will require the new company to buy out our current lease with Ubeo. The existing equipment will be stored by the new company until all of the leases expire and then will be returned to the leasing company. Kyocera will provide the city with a check for the payoff of the existing lease. The city will continue to make payments on the existing Ubeo equipment with those funds. This keeps Ubeo from charging us any additional fees for breaking our lease.

This new lease agreement will save the city approximately \$41,000 over five (5) years. Additionally, it will provide a more consistent bill. This is a result of including both black and white and color prints in the monthly lease amount (12,000 b/w and 6,000 clr.). Any overage prints will be \$.0055 for black and white and \$.039 for color.

City Contact and Recommendations:

Amber Bransom, Assistant City Manager

Staff recommends approval of the new lease agreement with Kyocera.

Attachment:

- **Lease Agreement**



EQUIPMENT LEASE

v07.11.18

Agreement Number:

Agreement Date:

Lessee Name:

Lessee Address:

Supplier:

NDS Leasing

2825 Story Rd W

Irving, TX 75038-5268

Equipment Location (if different):

Equipment Model(s)

Serial Number

Accessories

☐ see attached schedule for additional equipment/accessories

Advanced Deposit Payments

\$

Number of Payments

@

\$

per month (plus taxes)

Lease end purchase option: fair market value

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for (i) if you are a legal entity, your name, address, and other information that will allow us to identify you; (ii) if you are an individual, your name, address, and date of birth. We may also ask to see your driver's license or other identifying documents.

1. Lease. You (the "Lessee") unconditionally and irrevocably agree to lease from us, NDS Leasing (the "Lessor"), the Equipment listed above (the "Equipment") on the terms set forth in this Lease Agreement and in any Exhibit(s) and/or other attachments referencing this Lease Agreement (collectively, this "Lease"), which Equipment is being purchased from the supplier(s) described above (each a "Supplier"). You authorize us to adjust the Lease payments by up to 15% if the cost of the Equipment or taxes differ from the Supplier's estimate. The Lease is effective on the date that it is accepted and signed by us, and the term of this Lease begins on that date or any later date that we designate (the "Commencement Date") and continues thereafter for the number of months indicated above. Lease payments are due as invoiced by us. The Lease starts on the day the Equipment is delivered to you and the Lease payments shall be payable in advance beginning on the Commencement Date or any later date designated by us. As you will have possession of the Equipment from the date of its delivery, if we accept and sign this Lease you will pay us interim rent for each day from the date the Equipment is delivered to you until the Commencement Date, calculated on the Lease payment amount, the number of days in that period, and a year of 360 days. If requested, you will sign a separate Equipment acceptance certificate. If the payment amount shown above includes support or maintenance charges, you acknowledge that we collect such charges for the service provider only as an accommodation to you. We reserve the right to increase the lease payment up to 10% annually. We may charge you and you shall pay to us a one-time administration fee of \$75.00 to reimburse us for documentation and investigation costs. Your Lease obligations are absolute, unconditional, and are not subject to cancellation, reduction, setoff or counterclaim. When a payment is not made when due, you agree to pay us a late charge of 10% for each payment or \$29, whichever is greater. We may charge you a fee of \$55 for any check that is returned. ONLY WE ARE AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THE LEASE. You agree this is a non-cancelable Lease.

2. Equipment Use, Warranties and Maintenance. We are leasing the Equipment to You "AS IS" AND MAKE NO WARRANTIES, EXPRESS OR IMPLIED, and INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. We transfer to you any manufacturer warranties. You are required to keep the Equipment in good working condition and to pay for all supplies and repairs. If the Equipment is attached to real estate, it remains our personal property and you agree not to permit a lien to be placed upon the Equipment or remove it without our prior written consent. We are not responsible for any service obligations. Regardless of a default in maintenance by the service provider, Lessee is obligated to pay Lessor lease payments per the Lease agreement.

3. Assignment. You agree not to transfer, sell, sublease, assign, pledge or encumber either the Equipment or any rights under this Lease without our prior written consent. You agree that we may sell, assign or transfer the Lease and the new owner will have the same rights and benefits we now have and will not be subject to any claims, defenses or setoffs that you may have against us or any Supplier.

4. Risk of Loss and Insurance. You bear all risks of loss or damage to the Equipment and if any loss occurs you are nevertheless required to satisfy all of your Lease obligations. You will keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost. You will list us as the sole loss payee for the Insurance and give us written proof of the insurance. If you do not give us such proof, we may elect to obtain insurance and you will pay us for any insurance premium and related costs, and an insurance fee on which we may earn a profit. We are not responsible for any losses or injuries caused by the Equipment and you will reimburse us and defend us against any such claims at your expense. This Indemnity will continue after the termination of this Lease. You will obtain and maintain comprehensive public liability insurance naming as an additional insured with coverage and amounts acceptable to us.

5. Taxes. You agree to pay when due, either directly or as reimbursement to us, (i.e., sales, use and personal property) taxes and charges in connection with ownership and use of the Equipment. You will indemnify us on an after-tax basis against any loss of tax benefits we anticipated at the Commencement date, which loss arises out of your acts or omissions.

6. CREDIT INFORMATION; FINANCIAL STATEMENTS. YOU AUTHORIZE US OR ANY OF OUR AFFILIATES TO OBTAIN CREDIT BUREAU REPORTS, AND MAKE OTHER CREDIT INQUIRIES THAT WE DETERMINE ARE NECESSARY. You agree to provide us copies of your balance sheet, income statement and other financial reports as we may reasonably request.

7. End of Lease. If you do not give written notice to us at least 60 but not more than 120 days of your election to exercise any such purchase option or to return all of the Equipment at the end of Lease term, the Lease shall automatically renew for successive three-month periods on all of the original terms of this Lease. Provided you have given timely notice, you shall return the Equipment to us at your cost, in good condition and working order in a manner and to a location designated by us or remit the purchase option price. If you fail to notify us, or if you do not (i) purchase or (ii) return the Equipment as provided herein, this Lease will automatically renew at the same payment amount for consecutive 90-day periods until you notify us at least 30 days before the end of the renewal term that you will not renew and you return the Equipment at the end of the renewal term.

8. Default and Remedies. You are in default on this Lease if a) you fail to pay a Lease payment or any other amount when due; or b) You breach any other obligation under the Lease. If you are in default on the Lease we may: a) declare the entire balance of unpaid Lease payments for the Lease plus the Equipment's anticipated end of Lease fair market value or fixed price purchase option (the "Residual") with future Lease payments and the Residual discounted to the date of default at 3% per annum from the date of default; b) require that You immediately return the Equipment to us or we may peaceably repossess it. Any return or repossession will not be considered a termination or cancellation of the Lease. If the Equipment is returned or repossessed we will sell or re-lease the Equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us. Lessee shall reimburse Lessor for all legal and collection costs related to any default or indemnity of this lease.

9. Miscellaneous. You agree the Lease is a Finance Lease as defined in Article 2A of the UCC. You acknowledge we have given you the name of the Equipment Supplier; agree that you have rights under this contract with the Supplier and may contact the Supplier for a description of these rights. This Lease shall be governed and construed in accordance with the laws of the state of our principal place of business (or in the event of an assignment of this lease, the state of the assignee's state of principal place of business) and you consent to the jurisdiction of the state and federal courts located in such state. You waive your rights to a trial by jury. You agree to waive any and all rights and remedies granted to you under Sections 2A-508 through 2A-522 of the UCC. You agree that the Equipment will be used for business purposes and not for personal, family or household use. You agree that a facsimile copy of the Lease with facsimile signatures may be treated as an original and will be admissible as evidence of the Lease. We may inspect the Equipment during the Lease term.

Lessee

Lessee Full Legal Name :

DBA :

Title :

FEIN/Soc. Security :

Phone :

Print Name of Auth. Signer :

Lessee Signature : X _____ Date _____

Guaranty I unconditionally guaranty prompt payment and performance of all the lessee's obligations under this Lease. The Lessor is not required to proceed against the lessee or the equipment, or to enforce other remedies before proceeding against me. I waive notice of acceptance and all other notices or demand of any kind to which I may be entitled. This is a continuing guaranty and will remain in effect in the event of my death and may be enforced by, or, for the benefit of, any assignee or successor of the Lessor. I will pay all your expenses in enforcing the Lease and/or this guaranty. I consent to any extensions or modification granted to the Lessee and the release and/or compromise of any obligations of the Lessee or any other guarantors without releasing me from my obligations. I authorize Lessor to obtain a credit bureau report on my personal credit history.

Signature : _____

Print Name : _____

Acceptance This lease will not be considered valid without an authorized signature below. The lease and equipment is intended for business purposes only.

Lessor : NDS Leasing, by : _____

Title : _____ Signature : _____



Account Name: City of Joshua
APPLICATION#:
Schedule A

Department	Qty	Make/Model	Serial Number	Location
	1	Kyocera TASKalfa 4054ci		City Hall - 101 S. Main, Joshua TX 76058
	1	Kyocera TASKalfa 4054ci		Police Dept - 102 S. Main, Joshua TX 76058
	1	Kyocera TASKalfa 3554ci		Fire Dept - 770 N. Main, Joshua TX 76058
	1	Kyocera Ecosys P3155		Annex - 105 S. Main, Joshua TX 76058
	1	Kyocera Ecosys P3155		City Hall - Finance - 101 S. Main, Joshua TX 76058
	1	Kyocera Ecosys P3155		City Hall - ACM - 101 S. Main, Joshua TX 76059
	1	Kyocera Ecosys P3155		City Hall - AP - 101 S. Main, Joshua TX 76060
	1	Kyocera Ecosys P3155		City Hall - CM - 102 S. Main, Joshua TX 76061
	1	Kyocera Ecosys P3155		Police Chief - 101 S. Main, Joshua TX 76058
	1	Kyocera Ecosys P3155		Police Dept - Report Writing - 102 S. Main, Joshua TX 76058
	1	Kyocera Ecosys P3155		Police Dept - Investigator's Office - 102 S. Main, Joshua TX 76058
	1	Kyocera Ecosys P3155		Police Dept - Investigator's Office - 102 S. Main, Joshua TX 76058
	1	Kyocera Ecosys P3155		Police Dept - Seargent's Office - 102 S. Main, Joshua TX 76058
	1	Kyocera Ecosys P3155		City Hall - 101 S. Main, Joshua TX 76058
	1	Kyocera Ecosys M6235		Animal Control - 100 Santa Fe, Joshua TX 76058
	1	Kyocera Ecosys M6235		Annex - EDC - 105 S. Main, Joshua TX 76058
	1	Kyocera Ecosys M6235		City Hall - UB/Court - 101 S. Main, Joshua TX 76058
	1	Kyocera Ecosys M6235		Parks & Rec - 200 Sante Fe Joshua, Texas 76058
	1	Kyocera Ecosys M6235		Public Works - 104 E 12th St, Joshua, TX 76058
	1	Kyocera Ecosys P6235		Animal Control - 100 Santa Fe, Joshua TX 76058
	1	Kyocera Ecosys P6235		Annex - HR/Finance - 105 S. Main, Joshua, TX 76058
	1	Kyocera Ecosys P6235		City Hall - City Secretary - 101 S. Main, Joshua TX 76058
	1	Kyocera Ecosys P6235		Police Dept - Admin Office - 102 S. Main, Joshua, TX 76058
Customer Signature:			Date:	
Customer Printed Name:			Title:	



SALES ORDER

Your Local Sales Office:Corpus Christi ☐ Laredo ☐Fort Worth ☐ McAllen ☐Harlingen ☐ Houston ☐

Sold to:

Deliver to:

Billing Address

Address

City, ST, Zip

City, ST, Zip

Contact

Contact (for service)

PH#

Fax#

PH#

Fax#

Email

Email

Meter Contact Email:

AP Contact:

AP Email:

KDS SW Billing Code

☐☐☐☐☐☐

KDS SW Shipping Code

☐☐☐☐☐☐

Customer Status	Leasing Company	Date of Sale	Customer's PO#	Sales Consultant
☐ New ☐ Existing				
Request Delivery / Method	Terms ☐ Cash ☐ Lease ☐ Rental			

Quantity	Item number	MA	Product Description	Unit Price	Extended Price

<i>Special instructions / Lease Approval Number</i>			Freight	
			Subtotal	
			Sales Tax	
See reverse side for terms and conditions of sale. Signature below indicates agreement of all terms.			TOTAL DUE	

Customer Signature	Title	Date
--------------------	-------	------

TERMS & CONDITIONS OF SALE

Buyer promises to pay to the order of Seller, Kyocera Document Solutions Southwest, LLC, the total price. Seller promises to deliver to Buyer the goods. Unless specified in this agreement, terms of payment and delivery shall be in accordance with Seller's custom. Interest at the rate of 1.5% per month, or the maximum legal rate, whichever is higher, shall accrue on amounts owed by Buyer to Seller that remain unpaid when due.

Seller grants to buyer a security interest in the goods to secure payment of the total price and past and future obligations of Buyer owed to Seller. Buyer waives notice of default and authorizes Seller to enter Buyer's premises in order to peacefully repossess the collateral. At the request of Seller, Buyer shall make the collateral available for inspection. Buyer shall not sell, lease, encumber, damage, or waste the collateral until obligations secured by the collateral have been satisfied.

The entire agreement is contained in the document. Seller makes no representations or express warranties not contained in this document. Seller makes no implied warranty of merchantability or implied warranty of fitness for particular purpose regarding the goods. Seller shall not be liable to Buyer for non-performance caused by circumstances beyond the control of Seller, including acts of God, civil disobedience, employee strikes, fire, flood, common enemy, manufacturer's and shipper's back orders and inability to supply. Seller shall not be liable for indirect, special, or consequential damages suffered by Buyer

In the event Seller's inspection reveals the goods are improperly maintained or operated, the copy meter altered, or payment of the account is not kept current, the Seller may, at his election, declare the agreement in default. Unless specified in this document, time of delivery of goods shall not be considered of the essence.

In the event of dispute, the prevailing party enforcing this agreement shall be entitled to reasonable costs, including attorney fees. Venue shall be decided by Kyocera Document Solutions Southwest, LLC.



GOLD LEVEL COLOR MAINTENANCE CONTRACT

V110719

Date: _____

Kyocera Document Solutions Southwest, LLC, herein after referred to as "Kyocera Document Solutions SW" and the following named customer, herein after referred to as "Customer", agree for the maintenance of one or more products as described below, according to the terms and conditions on the reverse, which the customer has read in full: _____ (Initials)

Customer Name _____

Business Address _____

City _____ State _____ Zip _____ Telephone _____

Customer # _____ Key Operator _____ Meter Contact Email _____ Zone _____

COLOR MAINTENANCE COVERAGE: ☐ MDS ☐ COPIER ☐ PRINTER ☐ FAX ☐ SCANNER

(SELECT SERVICE BELOW)

☐ **Kyocera Document Solutions SW Full Service** coverage includes labor, parts, drums & supplies (excludes paper & staples).☐ **Kyocera Document Solutions SW Standard Service** coverage includes labor & parts only (excludes drum, fuser, image unit, staples, toner & transfer belts).**COLOR MAINTENANCE PLAN: (SELECT ONE)**☐ **Annual Agreement *** : rate \$ _____ per year. Coverage is for one year from contract Beginning Date.☐ **Annual Time or Usage Contract *** : rate \$ _____ per year. Coverage is for one year from contract Beginning Date or _____ prints, whichever occurs first.☐ **Annual Contract with a Rate *** of \$ _____ per month / quarter. Coverage includes _____ allowable color prints and _____ black & white prints per month / quarter with overages invoiced monthly / quarterly at \$ _____ per color print and _____ per black & white print.

Single sheet scans invoiced in arrears at the rate of \$ _____ per print. (*all pricing does not include tax & pricing based on 8.5x11 paper)

All cost per copy contracts are subject to a \$15.00 quarterly minimum.

Contract # _____ Beginning Meter _____ Beginning Date _____

Equipment Make, Model & Description

Serial Number

Equipment ID #

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ **Special instructions:** _____**Customer Acceptance** ☐ **Maintenance Agreement Declined Signature:** _____

This Contract, consisting of the terms & conditions appearing above and on the reverse side, is hereby approved, accepted and executed by the respective parties hereto on the date set forth adjacent to their signatures. By: _____

Signature: _____ Title: _____ Date: _____

Kyocera Document Solutions SW Acceptance

Authorized by: _____

Signature: _____ Title: _____ Date: _____

TERMS AND CONDITIONS

1. The initial term of the Contract shall commence on the "Contract Beginning Date" and shall automatically renew for successive terms. Kyocera Document Solutions SW reserves the right to increase the rate to the then current rate, up to 10%, unless cancelled as provided below.
2. Cancellation at the end of the initial term or any renewal term may be accomplished by either party by giving written notice of such cancellation to the other party no later than sixty (60) days prior to the expiration date of the term then in effect.
3. In case of "Copier Annual Time or Usage Contract", this contract is based upon anticipated Customer annual usage. The contract will expire upon number of copies shown on the face or One year, whichever occurs first. Should the number of copies included be exceeded prior to the expiration of each annual period, the contract will renew using the ending meter for the previous contract as the beginning meter for the renewal contract and the beginning date of the renewal contract will be the date of the ending meter of the previous contract.
4. In case of "Copier Annual Contract with a Quarterly Rate", this contract is based upon an annual contract with the base rate invoiced quarterly, including quarterly allowable copies. Should the number of copies metered for the period exceed the allowable copies for the period, Customer agrees to pay an overage charge for each copy in excess of allowable copies. If a current meter reading is not available or made available to Kyocera Document Solutions SW by Customer, billing will be based on an estimated volume. Estimate shall be determined by Kyocera Document Solutions SW on basis of past Customer usage history.
5. In no case will credits or refunds be made when actual copies metered are less than the contracted usage copies or allowable copies.
6. This Contract covers labor on routine, remedial and preventive maintenance service as well as remedial parts and normal wear and tear on the copier. Emergency service calls will be performed at no extra charge providing such calls are made during normal business hours. Normal business hours are herein defined to mean 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of Holidays. Overtime charges, at Kyocera Document Solutions SW's then current rate, will be charged on all service calls made outside normal business hours.
7. Electrical work external to the equipment and equipment line cord is not covered by this Contract.
8. Certain copier models must be installed according to specific requirements in terms of space, electrical and environmental conditions. Installation requirements are defined in Equipment Operator's Manual. At its sole cost and expense, Customer shall ensure that the copier is placed in an area that conforms to these requirements, and is not altered or serviced by other than Kyocera Document Solutions SW personnel.
9. Preventative Maintenance inspections will be performed on the equipment at the intervals defined by the Technical Service Manuals for the particular model. These inspections will include cleaning, lubrication, adjustment, and may be made at the same time remedial service is being performed.
10. The Operator's Manual for each equipment model copier defines specific operator responsibilities. Performance of normal operator functions as described in the Operator's Manual is not included in this Agreement and is subject to additional charges.
11. Customer shall provide a Key operator for each shift of operation, and shall at Kyocera Document Solutions SW's request ensure that all operators are instructed by Kyocera Document Solutions SW in the use and care of equipment. Customer's Key Operator shall be responsible for notifying Kyocera Document Solutions SW when preventative maintenance needs to be performed according to equipment maintenance specifications. Should Customer's Key Operator change, Customer is responsible for immediate notification of Kyocera Document Solutions SW of the new Key Operator, for scheduling at the earliest opportunity.
12. Kyocera Document Solutions SW technicians do not carry or deliver consumable supplies (toner, developer, etc.) It is the Customer's responsibility to have the necessary supplies available for the technician's use.
13. This contract does not cover service required due to malfunction of parts, attachments, or supplies of non-manufacturer or not approved by Kyocera Document Solutions SW. Customer agrees that this Contract does not provide for the replacement of consumable supplies. Installation of paper & toner will be performed without charge if a Kyocera Document Solutions SW Service Technician is present for service reasons. If a service call is requested for the mere purpose of installing such consumable supplies, Customer will be charged Kyocera Document Solutions SW's normal hourly rate. Additional freight charges will be applied when Customer requests delivery of supply items by a carrier other than normal delivery means as specified by Kyocera Document Solutions SW.
14. Any Customer changes, network setting alterations, or attachments may require a change in maintenance charges set forth herein. Kyocera Document Solutions SW also reserves the right to terminate this Contract in the event that it shall determine that such changes, alterations, or attachments make it impractical for Kyocera Document Solutions SW to continue servicing the equipment.
15. This Contract will not apply to any equipment lost or damaged through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty of any other natural force or any loss or damage occurring from any other natural force, and any loss or damage occurring from any of the foregoing specifically excluded from this Contract.
16. In the event that any equipment is moved from the location set forth on the reverse side hereof, then at Kyocera Document Solutions SW's option the Contract pertaining to the moved equipment may be terminated and/or may be subjected to additional service charge.
17. This Contract is not re-assignable or transferable by Customer, unless approved by management with transfer form.
18. Invoices pursuant to the Contract will be tendered in advance for Annual Time or Usage and Quarterly Base Rates, and in arrears for overage charges and shall be payable within net 10 days. In the event that Customer fails to pay any invoice when due, this Contract shall automatically terminate and Customer shall pay Kyocera Document Solutions SW's then current time and materials charges for any services performed.
19. If the customer cancels this Contract in a manner other than set forth in paragraph one 1 a refund, if any, will be given to Customer if the amount paid on the contract is more than the amount of services rendered during the contract term calculated at the then rate for time and materials. Any amounts due the Customer will be applied to any unpaid invoices, with any surplus being refunded within thirty (30) days.
20. Kyocera Document Solutions SW shall not be responsible for the delay or failure to furnish maintenance service under this Contract to the extent that NDS was hindered in its performance by any act of nature, civil commotion, labor dispute, or any other occurrence beyond its reasonable control.
21. This Contract is the complete agreement between Kyocera Document Solutions SW and Customer and supersedes any proposal or prior agreement, verbal or written, and any other communications relating to the subject matter of this Contract. The terms and conditions of the Contract shall supersede any terms and conditions, which may be contained on any, purchase order or other document, which may be issued by Customer.
22. Other than the obligations set forth herein, Kyocera Document Solutions SW disclaims all warranties, expressed or implied, which includes any implied warranties of merchantability, fitness for use, or fitness for a particular purpose. Kyocera Document Solutions SW shall not be responsible for direct, incidental or consequential damages including but not limited to, damages arising out of the use or performance of the equipment or the loss of use of the equipment.
23. If any provision of this Contract shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Contract and shall not affect the validity and enforceability of the remaining provisions of this Contract.
24. All notices are required to be given under this Contract shall be in writing and sent by United States First Class mail to the parties as indicated on the reverse side.
25. The Laws of the State of Texas govern this Contract. In the event of litigation or other proceedings by Kyocera Document Solutions SW to enforce or defend any term or provision of the Contract, Customer agrees to pay all costs and expenses sustained by Kyocera Document Solutions SW including, but not limited to court costs and reasonable attorney's fees.



City Council Agenda November 18, 2021

Agenda Item: G8 Minute Resolution (Action Item)

Agenda Description:

Discuss, consider, and possible action on board appointment(s).

Background Information:

Danny Turpen has applied to be appointed on a City board. Mr. Turpen is interested in serving on on a City Board

There are currently three vacant positions on the ZBA- Place 3 and two alternates.

There is one vacant position on the P&Z. Alternate 2.

Financial Information:

No cost is associated with the appointment.

City Contact and Recommendations:

Alice Holloway, City Secretary

Staff has no recommendation on this item.

Attachment:

Board Application

City of Joshua
City Secretary's Office
101 S. Main Street, Joshua, TX 76058
(817) 558-7447 / Fax (817) 641-7526



BOARD / COMMISSION APPLICATION FORM

Full Name: DANNY WAYNE TURPEN

Address: 1011 KRONKE DR. Joshua, TX. 76058

Phone No.: _____ (W) _____

Email: ipr [redacted] 47 @ Yahoo. [redacted]

Resident of the City: [redacted] ☐ If yes # of years: 40 + yrs.

Occupation: Retired

Place of Employment: _____

Employment Address: _____

Voter Registration Number: _____

Date of Birth _____
(To verify voter registration)

Boards/Commission: (Please rank your interest of serving on each Board/Commission)

Planning & Zoning Commission:

/

Zoning Board of Adjustment:

/

Type A Economic Development Corporation Board:

/

Type B Economic Development Corporation Board/Park Board:

/

Heritage Preservation District

Library Board

Animal Control Board

Danny W. Turpen
Applicant Signature

(office use only)

Date Received: _____ Appointed: ☐ Yes ☐ No Date Appointed: _____

Seat # _____ Letter of Confirmation: ☐ Yes

Comments: _____

Staff Signature: _____



October 2021

October saw an increase in staffing with the hiring of three personnel. Officer Davis Watson was sworn in on the 4th of October. Officer Watson came to Joshua PD from Hillsboro PD with almost three years of experience.

On October 15th, Officer Tyler Smith was sworn in. Officer Smith started his career with Joshua PD in October 2015 and left for Hood County in 2018. Officer Smith returned to Joshua and was able to bring his K9 partner Camo. Camo is certified in narcotics and tracking and will be huge asset to the City of Joshua and Johnson County.

On October 25th, Colleen O'Hearn was sworn in as our second detective. Detective O'Hearn came to us from the Hill County Sheriff's Office with just under seven years of total experience. Detective O'Hearn and Detective Sosebee have been active in investigating offenses and obtaining warrants of arrest for offenses occurring in Joshua. Both detectives have reviewed previously closed cases and have been able to clear some of those cases with arrests.

Officer Enrique Resendez is highlighted this month for his efforts in administering CPR to a resident. Officer Resendez responded to a non-responsive male and immediately began life saving measures until fire/EMS personnel arrived on scene. Officer Resendez's initial efforts resulted in saving a life.

The police department continued to maintain an active presence in the community with a focus on aggressive traffic enforcement. The department saw an increase in arrests from traffic stops and the seizure of contraband during those stops. With the addition of K9 Camo, the department should continue to see a high level of narcotics related enforcement and seizures.

The department increased its exposure by utilizing social media as a tool to market its activity. In addition, the department took to Facebook to highlight those with outstanding warrants. The effort has been successful, as those with outstanding municipal warrants have made contact with the Joshua Municipal Court to make restitution. Our efforts on social media to showcase the police department and its activity has been met with overwhelming support and positivity from the community.

The compliance process to maintain the departments recognized status with the Texas Police Chief's Association continued in October with a 100% inventory of our property room and multiple analyses of Use of Force, Pursuits, and Accident/Injuries. The report will also include



updates and revisions to our existing policies and procedures. Those revisions will be reviewed by TPCA for compliance with best practices. The report will be submitted to TPCA in early November.

Patrol

Category	October 2021	October 2020	2021 year to date
Dispatched Calls	271	222	2,466
Arrests	13	10	78
Crash Reports	12	3	83
Traffic Stops	722	216	4,088
Citations	407	117	2,862
Outside LE Agency Assist	11	13	104
Reports	62	55	549

Investigations

Category	October 2021	October 2020	2021 year to date
Crimes Against Persons	5	6	49
Property Crime (Thefts, Damage)	10	14	123
Other (Drug or Alch/Missing/Deceased)	26	8	96
Total	41	28	268

Crime by Offense Type

Category	October 2021	October 2020	2021 year to date
Murder/Non-Negligent Homicide	0	0	1
Manslaughter by Negligence	0	0	0
Rape	0	0	0
Robbery	0	0	0
Assault	5	4	38
Burglary (bldg. and vehicle)	4	4	26
Larceny (theft, fraud)	2	7	69
Total	11	15	134



Training

Category	October 2021	October 2020	2021 Year to Date
Computer Based	48	8	212
Classroom	8	36	307
Total	56	42	519

Community Outreach

Category	Date
National Night Out	October 5 th
Owl Pride Committee Meeting	October 7 th
Crime Stoppers	October 12 th
Tarrant Food Bank	October 14 th
JISD Veteran/First Responder Night	October 22 nd
JISD Nay Ball	October 27 th
YMCA Boo Bash	October 31 st

Staffing

Category	Commissioned	Non-Commissioned
Positions	16.5	1
Vacancies	1	0

Promotions and Hiring

The department filled two police officer positions and one detective position.

Commendations

Category	October 2021	October 2020	2021 Year to date
Commendations		2	

Police Fleet

Unit#-YR	Year/Make	Mileage	Service
8107	2007/Chevy	135,309	Investigations



JOSHUA

POLICE DEPARTMENT



8221	2021/Ford	8,207	Patrol
8321	2021/Ford	12,771	Patrol
8416	2016/Ford	78,404	Administration
8517	2017/Ford	87,351	Patrol
8619	2019/Ford	36,036	Patrol
8720	2020/Chevy	26,548	Patrol
8820	2020/Chevy	26,227	Patrol



Joshua Fire Department Monthly Activity Report

October 2021

PERSONNEL

Firefighter Cody Owen and Firefighter Trent Yerigan have completed their Driver/Operator class and have passed the school examination. Their next step is to take the State exam, which will give them Driver/Operator certification through the Texas Commission on Fire Protection. Firefighter Justin Clanton was delayed in completing the practical portion of the examination due to his COVID illness. All three firefighters are now more highly proficient when driving and operating our larger apparatus. This is the first time that firefighters from the Joshua Fire Department have obtained Driver/Operator certification and it is a step forward in the professionalism of the department.

CODE COMPLIANCE

The Code Compliance activity report has been modified to more accurately reflect the type of actions taken and listed in current month and year-to-date columns.

CODE COMPLIANCE SUMMARY REPORT - 2021				
	OCTOBER		YEAR TO DATE	
	CURRENT- LY OPEN	CLOSED	OPENED YTD	CLOSED YTD
VIOLATION				
HIGH GRASS AND WEEDS	7	14	111	69
JUNK AND DEBRIS	3	5	57	28
JUNK/ INOPERABLE MOTORVEHICLE	1	1	15	9
ABANDONED JUNKED VEHICLE			9	7
GARAGE SALE VIOLATION			2	2
SAFETY ON SIDEWALKS AND STREETS		1	2	2
SIGN VIOLATIONS			4	5
SWIMMING POOL BARRIER			1	0
SOLID WASTE VIOLATION			3	2
SUBSTANDARD STRUCTURE			2	0
OPEN STORAGE	1		1	3
DELINQUENT TRASH ACCT			56	9
FAIL TO OBTAIN TRASH SERVICE			3	1
DILAPIDATED FENCE			1	1
UNAPPROVED PARKING SURFACE			10	2
CARGO CONTAINER			1	0
GAS WELL VIOLATION			1	1
NO PERMIT			3	0
NO CO			0	2
RV PARKING REG			0	1
TOTALS	12	21	282	144

EMERGENCY RESPONSE

The department had one missed incident in October. This occurred due to the failure of personnel to report for duty and the off-going firefighter leaving duty without notifying supervision that the shift was uncovered. This situation has been remedied so that it should not be repeated. The incident was a Fire Alarm and was responded to by the Godley Fire Department.

JOSHUA FIRE DEPARTMENT				
EMERGENCY INCIDENT STATISTICS				
MONTH:	October			
		PREVIOUS MONTH	CURRENT MONTH	YTD
CITY INCIDENTS				
STRUCTURE FIRES		1	0	2
GRASS FIRES		1	0	1
VEHICLE FIRES		0	0	2
EMS		76	72	544
MVA		15	14	95
TOTAL INCIDENTS		93	86	414
COUNTY INCIDENTS				
STRUCTURE FIRES		1	0	3
GRASS FIRES		1	1	8
VEHICLE FIRES		0	0	5
EMS		15	16	192
MVA		0	3	21
TOTAL INCIDENTS		17	20	229
MUTUAL/AUTO AID				
M/A GIVEN		9	15	91
M/A RECEIVED		7	5	58
A/A RECEIVED		6	2	63
STAFFING LEVELS (STRUCTURE FIRE ONLY)				
ADEQUATE		0	0	13
INADEQUATE		2	2	14
MISSED INCIDENTS		0	1	47
RESPONSE TIMES				
JOSHUA		6:07	6:11	
COUNTY		8:19	8:10	

EMERGENCY MANAGEMENT

HazMap planning is continuing as planned And on-track to be completed within the specified schedule. Public meetings will be scheduled, in conjunction with County emergency management, in the near future to solicit public input.

TRAINING

Firefighters, who have completed Driver/Operator training, will be scheduled to participate in the Fire Commission examination within the next two months.

DATE	TOPIC	HOURS	ATTENDANCE
10/06	FF PPE Inspection	3	6
10/07	Introduction to Haz Mat	2	1
10/07	Haz Mat Assessment	1:50	1
10/12	Head of Department 1	8	1
10/13	Head of Department 2	6	1
10/13	Wildland Shelter	1	1
10/13	Equipment Maintenance	3	6
10/14	Fire Service Level 2	2	1
10/14	Head of Department	6	1
10/15	Fire Service Level 2	6	1
10/18	Fire Service Level 2	4	1
10/20	Engine Company Ops – Hands-on	4	6
10/27	EMS-CE's Street Drugs	3	4

PUBLIC RELATIONS

The department participated in National Night Out and a fire safety presentation at Staples Elementary on October 5th.



UNUSUAL INCIDENTS

Personnel assisted with snake removal from the dry cleaners on Broadway. It is unknown the type of snake, but it did resemble a small Copperhead.



City of Joshua
Municipal Court Council Report
From 10/1/2021 to 10/31/2021

11/1/2021 9:58 AM

Violations by Type

Traffic	Penal	City Ordinance	Parking	Other	Total
390	1	3	0	52	446

Financial

State Fees	Court Costs	Fines	Tech Fund	Building Security	Total
\$28,751.16	\$9,145.94	\$18,864.31	\$1,227.70	\$1,495.09	\$59,484.20

Warrants

Issued	Served	Closed	Total
0	0	6	6

FTAs/VPTAs

FTAs	VPTAs	Total
1	38	39

Dispositions

Paid	Non-Cash Credit	Dismissed	Driver Safety	Deferred	Total
144	0	41	59	71	315

Trials & Hearings

Jury	Bench	Appeal	Total
0	0	0	0

Omni/Scofflaw/Collection

Omni	Scofflaw	Collections	Total
159	0	159	318

Public Works Monthly Team Status Report

For The Month Of October 2021

Completed Items

[illegible]

In Progress

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

Assigned But Not Yet Started

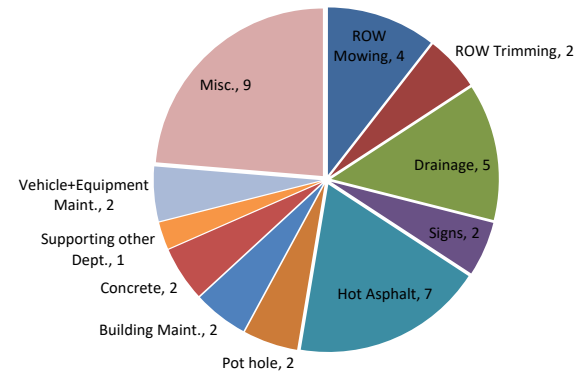
[illegible]

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

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

Chart reflects one per daily occurrence

ROW Mowing	4
ROW Trimming	2
Drainage	5
Signs	2
Hot Asphalt	7
Pot hole	2
Building Maint.	2
Concrete	2
Emergency Services	0
Crack Seal	0
Safety Meeting/Classes	0
Supporting other Dept.	1
Vehicle+Equipment Maint.	2
Misc.	9



Building Inspection Report

October 2021

October	2021	2020	YTD 2021	YTD 2020
Building	55	41	657	360
Electrical	39	24	467	250
Plumbing	22	20	365	210
Mechanical	15	8	196	91
Re-Inspections	5	10	67	113
Certificate of Occupancy	4	0	19	12
Certificate of Occupancy Re-Inspection	0	0	0	0
Total # of Inspections	140	103	1771	1036
Plan Review	8	12	178	107

Building Permit Report

October 2021

October	2021	2020	YTD 2021	YTD 2020
Building	14	23	331	234
Electrical	8	18	161	114
Plumbing	4	19	148	143
Mechanical	2	11	113	65
Permanent Sign	0	0	13	11
Temporary Sign	1	1	16	18
Certificate of Occupancy	2	1	19	15
Swimming Pool	1	0	24	9
Sprinkler System	1	7	93	41
Solicitor	0	0	0	0
Contractor Registration	16	10	168	132
MHP Registration	0	0	3	0
Total # of Permits	49	90	1089	782

New Businesses Report OCTOBER 2021

New Businesses (Certificate of Occupancy Issued)	Address
Ready Now Storage United Electric Cooperative, Inc	113 Conveyor Drive 449 S Broadway Street
Future New Businesses (Applied for Certificate of Occupancy not completed)	Address
Vapor Maven	
Los Galindo's Mexican Food - EXPIRED 10/14/21	520 N Broadway, Suite D
Calvary Chapel SW Metro	307 E 12th St, Suite B
New CO Issued for existing Business (New Owner, New Location, Name change, etc)	Address
D-Bat -- Permanent CO	1600 N Main St
Taqueria Rosales -- new location	317 N Broadway St



City Secretary's Office

Monthly Report

October 2021

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

Agenda Summary:

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

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

- Minutes from the City Council Meeting held on September 19, 2021.
- Ordinance authorizing the issuance of “City of Joshua, Texas General Obligation Refunding Bonds, Series 2021”.
- Reimbursement resolution establishing the intention of the City of Joshua, Texas to reimburse itself for the prior lawful expenditure of funds relating to constructing and equipping various City improvements from the proceeds of one or more series of tax-exempt obligations.
- Reimbursement resolution establishing the intention of the City of Joshua, Texas to reimburse itself for the prior lawful expenditure of funds relating to purchasing various capital equipment from the proceeds of one or more series of tax-exempt obligations.
- Approval of purchase of the apparatus from the Lone Star Emergency Group for a 2021 E-One 2500 gallon tanker with typhoon chassis in the amount of \$637,665.00.
- Resolution amending the personnel policy.
- Accepted a Dedication Deed for the Stadium Drive Extension with a 5 year maintenance agreement.
- Development Agreement between the City of Joshua, Texas and SRE Joshua Development known as the Mockingbird Hills Addition.

Meeting Minutes prepared and approved:

- Planning & Zoning – September 7, 2021
- Type A EDC – September 13, 2021
- Type B EDC – September 13, 2021
- City Council – September 16, 2021

City Secretary attended the following meetings:

- October 04, 2021 – Planning & Zoning Meeting
- October 13, 2021 – North Texas Municipal Clerk Association Meeting
- October 21, 2021 – City Council Meeting
- October 23, 2021 – Elected/Appointed Official Training
- October 28, 2021 – City Manager Meeting

Social Media

Total New Post on Facebook - 33

Total Post Reached- 7,811

Total Post Engagement- 2,044

Total New Page Followers- 30

Census Monthly Reporting

Report of Building Permits for new residential structures – Four (4) Single Family Houses with a total valuation of \$1,682,574.

Public Information Request

Processed nineteen (19) Public Information requests and completed all within the ten days or less requirement. In addition, sent zero (0) letters to the Texas Attorney General's Office asking for determination.

1	Request Date	Requestor	Documents	Date Released	AG Letter	Cost / Electronic	Notes
2	10/7/2021	Johnson Co. DA's Office	Employment Documents	10/11/2021	N	\$ -	Released to City Attorney to review
3	10/8/2021	Askia Bell	Code Violation Report	10/12/2021	N	E	
4	10/12/2021	Vanessa Campo	Police Reports	10/14/2021	N	\$ -	
5	10/14/2021	Cara Hill	Employment Documents	10/14/2021	N	E	
6	10/14/2021	Dale Swanson-Torrington PD	Police Reports	10/14/2021	N	\$ -	No Documents
7	10/14/2021	Tommy Thompson	Police Reports	10/14/2021	N	E	
8	10/14/2021	LexisNexis	Police Reports	10/14/2021	N	\$ 6.00	
9	10/18/2021	Teresa White	Police Reports	10/20/2021	N	E	
10	10/19/2021	Mandy Martin-CPS	Police Reports	11/3/2021	N	E	
11	10/20/2021	Marcia Reyna	Employment Documents	10/20/2021	N	E	
12	10/20/2021	Leslie Snow-TDLR	Police Reports	11/1/2021	N	E	
13	10/22/2021	Justin Skiles	Police Reports	10/27/2021	N	\$ 0.70	
14	10/22/2021	LexisNexis	Police Reports	10/22/2021	N	\$ -	No Documents
15	10/25/2021	Andrew Rogers-CPS	Police Report	10/26/2021	N	\$ -	No Documents
16	10/26/2021	Cierra Vaquera	Environmental Site Reports	11/1/2021	N	\$ -	No Documents
17	10/26/2021	Michele Kellebrew	Permitting Documents	10/26/2021	N	E	
18	10/26/2021	Faith Evans	Fire Reports	10/26/2021	N	\$ -	No Documents
19	10/29/2021	Carmen Leal	Police Report	11/3/2021	N	E	
20	10/29/2021	April Thomas	Tax Documents	11/3/2021	N	E	Sent link to documents

Records Management

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

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

SAMPLE ONLY

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

Once all records are entered and processed, the boxes will be moved. Once located in the new area, the City Secretary will process another complete inventory to confirm all boxes are in the correct location. **Update-** Half of the boxes have been inventoried and moved to the new location. The remainder will be moved in November.

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.

Training / Certifications

City Secretary currently holds the following certifications:

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

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

The next seminar (budgeted item) will be in January 2022. The topic will be Elections.

Election

Johnson County- Uniform Election Day – November 2, 2021

Johnson County- Primary Election – March 1, 2022

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

- Mayor
- Place 1
- Place 3

Special Projects

Council Chambers Audio/Video – Project is complete.

[illegible]