



**AGENDA
CITY COUNCIL
REGULAR MEETING
SEPTEMBER 16, 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 September 16, 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/89559171717?pwd=V2JLS1I0VDVTMIY2U2RIVFJMSlp6QT09>

Meeting ID: 895 5917 1717 Passcode: 677852 or dial 1-346/248-7799

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

- Online: An online speaker card 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 August 2021. (Staff Resource: M. Peacock)
2. Review and discuss the S&P Global Rating for the City of Joshua. (Staff Resource: M. Peacock)
3. Questions regarding Regular Session agenda items.

E. PUBLIC FORUM, PRESENTATIONS, AND RECOGNITION:

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

- Proclamation proclaiming the week of September 20, 2021 as Constitution Week

F. CONSENT AGENDA

1. Consider approval of minutes from the City Council Meeting held on August 19, 2021. (Staff Resource: A. Holloway)
2. Consider approval of a Memorandum of Understanding between the City of Joshua and the Joshua Independent School District outlining services provided and responsibilities of the Joshua Police Department and the Joshua Independent School District; and authorizing the City Manager and Chief of Police to sign. (Staff Resource: D. Gelsthorpe)
3. Consider approval of Interlocal Cooperation Agreements with Johnson County for dispatching services for the Joshua Police Department and Joshua Fire Department. (Staff Resource: D. Gelsthorpe and T. Griffith)
4. Consider approval of a Interlocal Cooperation Agreement with Johnson County for housing City's Class "C" Misdemeanor Prisoners. (Staff Resource: D. Gelsthorpe)

G. REGULAR AGENDA

1. Public Hearing on the proposed budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022. (Staff Resource: M. Peacock)
 - Staff Presentation
 - Those in Favor
 - Those Against
 - Staff Rebuttal
2. Discuss, consider, and possible action on an Ordinance approving the Annual Budget for the fiscal year beginning October 1, 2021, and ending September 30, 2022. (Staff Resource: M. Peacock)
3. Discuss, consider, and possible action on an Ordinance adopting the City of Joshua 2021 Property Tax Rate. (Staff Resource: M. Peacock)
4. Discuss, consider, and possible action on an Ordinance amending Chapter 2 of the Joshua Code of Ordinances regarding the keeping of animals within the City of Joshua. (Staff Resource: ACB President M. Kidd)
5. Discuss, consider, and possible action on an Ordinance amending the Code of Ordinance regarding Garage Sales to make the permitting process more convenient on citizens to obtain. (Staff Resource: A. Holloway)
6. Discuss, consider, and possible action on a proposal from Callahan & Freeman Architects for a Facility Feasibility Study. (Staff Resource: M. Peacock)
7. Consider approval of a contract with Johnson County ESD #1 for providing Fire Extinguishment and Emergency Services. (Staff Resource: T. Griffith)
8. Discuss, consider, and possible action on Board Appointments. (Staff Resource: A. Holloway)

H. STAFF REPORT

August 2021

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

I. EXECUTIVE SESSION

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

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

J. RECONVENE INTO REGULAR SESSION

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

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 10th day of September 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 August 31, 2021

% OF YEAR COMPLETED: 91.67

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
REVENUE SUMMARY							
Non-Departmental							
Tax Revenue	280,869.16	277,593.71	(3,275.45)	3,740,588.69	3,922,535.00	95.36%	181,946.31
Charges for Services	42,496.03	40,150.77	(2,345.26)	461,200.79	482,000.00	95.68%	20,799.21
Licenses, Permits & Fees	69,339.70	38,219.28	(31,120.42)	808,495.42	488,815.00	165.40%	(319,680.42)
Grants & Contributions	0.00	41.65	41.65	3,410.00	500.00	682.00%	(2,910.00)
Intergovernmental Revenues	1,005,656.99	9,693.67	(995,963.32)	1,351,661.29	116,370.00	0.00%	(1,235,291.29)
Investment Earnings	8.86	273.22	264.36	77.36	3,280.00	2.36%	3,202.64
Miscellaneous	(975.00)	6,766.45	7,741.45	119,173.48	81,230.00	146.71%	(37,943.48)
Transfers In	0.00	74,178.75	74,178.75	0.00	266,715.00	0.00%	266,715.00
TOTAL REVENUES	1,397,395.74	446,917.50	(950,478.24)	6,484,607.03	5,361,445.00	120.95%	(1,123,162.03)

EXPENDITURE SUMMARY

Community Service							
Utilities	3,971.62	3,415.30	(556.32)	59,279.50	41,000.00	144.58%	(18,279.50)
Community Events	0.00	0.00	0.00	6,864.58	25,000.00	27.46%	18,135.42
Contract & Professional Services	26,833.05	26,666.67	(166.38)	280,885.36	320,000.00	87.78%	39,114.64
Miscellaneous	3,010.27	9,621.58	6,611.31	41,925.18	47,865.00	87.59%	5,939.82
TOTAL Community Service	33,814.94	39,703.55	5,888.61	388,954.62	433,865.00	89.65%	44,910.38
Non-departmental							
Personnel	47.16	0.00	(47.16)	4,069.84	4,000.00	101.75%	(69.84)
Contract & Professional Services	5,238.00	4,681.46	(556.54)	86,051.67	102,300.00	84.12%	16,248.33
Debt Service	0.00	200.00	200.00	3,192.08	4,000.00	79.80%	807.92
Miscellaneous	300.00	1,250.00	950.00	80,784.06	71,055.00	113.69%	(9,729.06)
Transfers Out	0.00	0.00	0.00	0.00	1,101,000.00	0.00%	1,101,000.00
TOTAL Non-departmental	5,585.16	6,131.46	546.30	174,097.65	1,282,355.00	13.58%	1,108,257.35

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

% OF YEAR COMPLETED: 91.67

	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	34.32	2,000.00	1.72%	1,965.68
Supplies	0.00	87.50	87.50	746.93	1,050.00	71.14%	303.07
TOTAL October & Council	0.00	87.50	87.50	781.25	3,050.00	25.61%	2,268.75
Administration							
Personnel	34,195.59	32,023.77	(2,171.82)	438,567.33	465,768.00	94.16%	27,200.67
Supplies	513.43	1,745.32	1,231.89	42,036.33	27,450.00	153.14%	(14,586.33)
Repair & Maintenance	1,460.74	7,373.43	5,912.69	49,315.88	64,442.00	76.53%	15,126.12
Contract & Professional Services	429.84	499.80	69.96	40,546.25	59,465.00	68.19%	18,918.75
Utilities	2,468.14	2,713.17	245.03	24,363.76	32,570.00	74.80%	8,206.24
Miscellaneous	206.00	958.28	752.28	5,628.34	11,500.00	48.94%	5,871.66
TOTAL Administration	39,273.74	45,313.77	6,040.03	600,457.89	661,195.00	90.81%	60,737.11
Police Department							
Personnel	75,500.22	75,599.42	99.20	861,042.13	997,275.00	86.34%	136,232.87
Supplies	2,502.29	1,795.34	(706.95)	17,155.47	21,550.00	79.61%	4,394.53
Repair & Maintenance	1,303.05	4,873.75	3,570.70	60,490.37	58,500.00	103.40%	(1,990.37)
Contract & Professional Services	2,770.59	1,066.24	(1,704.35)	97,645.83	113,800.00	85.80%	16,154.17
Utilities	1,260.00	1,940.89	680.89	14,554.38	23,300.00	62.47%	8,745.62
Capital Outlay	0.00	0.00	0.00	16,155.60	16,205.00	99.70%	49.40
Miscellaneous	0.00	33.33	33.33	10,772.36	400.00	2693.09%	(10,372.36)
TOTAL Police Department	83,336.15	85,308.97	1,972.82	1,077,816.14	1,231,030.00	87.55%	153,213.86

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

% OF YEAR COMPLETED: 91.67

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Public Works							
Personnel	19,679.03	20,559.03	880.00	230,218.22	277,075.00	83.09%	46,856.78
Supplies	11,911.25	14,365.50	2,454.25	145,034.20	172,455.00	84.10%	27,420.80
Repair & Maintenance	6,474.90	6,372.48	(102.42)	52,256.10	76,500.00	68.31%	24,243.90
Contract & Professional Services	151.26	1,686.82	1,535.56	4,333.16	20,250.00	21.40%	15,916.84
Utilities	338.65	566.44	227.79	5,168.38	6,800.00	76.01%	1,631.62
Miscellaneous	645.00	0.00	(645.00)	1,733.80	0.00	#DIV/0!	(1,733.80)
Capital Outlay	0.00	0.00	0.00	116,876.58	152,065.00	76.86%	35,188.42
TOTAL Public Works	39,200.09	43,550.27	4,350.18	555,620.44	705,145.00	78.80%	149,524.56
Municipal Court							
Personnel	4,702.40	4,644.22	(58.18)	54,581.33	60,810.00	89.76%	6,228.67
Supplies	390.34	154.10	(236.24)	1,437.88	1,850.00	77.72%	412.12
Repair & Maintenance	140.15	166.60	26.45	1,757.65	2,000.00	87.88%	242.35
Contract & Professional Services	2,750.43	2,969.27	218.84	31,244.63	35,635.00	87.68%	4,390.37
Miscellaneous	12.50	83.30	70.80	1,705.60	1,000.00	170.56%	(705.60)
TOTAL Municipal Court	7,995.82	8,017.49	21.67	90,727.09	101,295.00	89.57%	10,567.91
Development Services							
Personnel	13,668.56	16,676.55	3,007.99	170,848.29	215,770.00	79.18%	44,921.71
Supplies	135.63	324.87	189.24	5,533.18	3,900.00	141.88%	(1,633.18)
Repair & Maintenance	0.00	166.60	166.60	630.21	2,000.00	31.51%	1,369.79
Contract & Professional Services	9,378.22	15,960.06	6,581.84	160,718.70	191,525.00	83.92%	30,806.30
Utilities	86.29	88.29	2.00	0.00	1,060.00	0.00%	1,060.00
Capital Outlay	0.00	416.67	416.67	862.78	5,000.00	17.26%	4,137.22
Miscellaneous	0.00	41.67	41.67	5,181.78	500.00	1036.36%	(4,681.78)
TOTAL Building/Code Comp.	23,268.70	33,674.71	10,406.01	343,774.94	419,755.00	81.90%	75,980.06
City of Joshua							
Financial Statement (General Fund, Departmental Summary, Unaudited)						% OF YEAR COMPLETED: 91.67	
As of August 31, 2021							
	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Animal Control							
Personnel	8,067.29	8,481.64	414.35	95,528.81	109,345.00	87.36%	13,816.19
Supplies	1,083.55	864.22	(219.33)	7,739.57	10,375.00	74.60%	2,635.43
Repair & Maintenance	1,346.48	2,665.60	1,319.12	22,348.81	32,000.00	69.84%	9,651.19
Contract & Professional Services	430.56	849.78	419.22	6,699.53	10,200.00	65.68%	3,500.47
Utilities	1,053.83	1,307.81	253.98	11,029.15	15,700.00	70.25%	4,670.85
Miscellaneous	0.00	0.00	0.00	654.24	0.00	#DIV/0!	(654.24)
TOTAL Animal Control	11,981.71	14,169.05	2,187.34	144,000.11	177,620.00	81.07%	33,619.89
Fire Department							
Personnel	34,607.58	33,391.14	(1,216.44)	332,875.65	440,335.00	75.60%	107,459.35
Supplies	624.09	5,530.69	4,906.60	27,293.75	62,100.00	43.95%	34,806.25
Repair & Maintenance	1,763.34	6,139.61	4,376.27	57,129.64	73,705.00	77.51%	16,575.36
Contract & Professional Services	738.53	1,970.46	1,231.93	19,618.80	23,655.00	82.94%	4,036.20
Utilities	2,295.45	2,865.52	570.07	27,625.11	34,400.00	80.31%	6,774.89
Miscellaneous	143.05	1,277.82	1,134.77	14,475.87	15,340.00	94.37%	864.13
TOTAL Fire Department	40,172.04	51,175.24	11,003.20	479,018.82	649,535.00	73.75%	170,516.18
Park Maintenance							
Personnel	0	0.00	0.00	342.68	0.00	#DIV/0!	(342.68)
Supplies	262.13	1,137.05	874.92	14,309.58	13,650.00	104.83%	(659.58)
Repair & Maintenance	502.98	1,603.57	1,100.59	12,266.25	19,250.00	63.72%	6,983.75
Contract & Professional Services	100.86	24.99	(75.87)	122.46	300.00	40.82%	177.54
Utilities	13,735.85	20,627.24	6,891.39	50,601.83	87,530.00	57.81%	36,928.17
Capital Outlay	0.00	7,163.00	7,163.00	24,814.62	85,985.00	28.86%	61,170.38
TOTAL Park Maintenance	14,601.82	30,555.85	15,954.03	102,457.42	206,715.00	49.56%	104,257.58
TOTAL EXPENDITURES	299,230.17	357,687.86	58,457.69	3,957,706.37	5,871,560.00	67.40%	1,913,853.63
TOTAL REVENUES OVER/UNDER EXPENDITURES	1,098,165.57	89,229.64	(1,008,935.93)	2,526,900.66	(510,115.00)		(3,037,015.66)

RatingsDirect®

Summary:

Joshua, Texas; General Obligation

Primary Credit Analyst:

Joshua Travis, Farmers Branch 972-367-3340; joshua.travis@spglobal.com

Secondary Contact:

Amahad K Brown, Farmers Branch + 1 (214) 765 5876; amahad.brown@spglobal.com

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Summary:

Joshua, Texas; General Obligation

Credit Profile

US\$3.905 mil GO bonds ser 2020 dtd 09/01/2020 due 02/01/2040

<i>Long Term Rating</i>	A+/Stable	New
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Joshua GO

<i>Long Term Rating</i>	A+/Stable	Affirmed
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Joshua GO (AGM)

<i>Unenhanced Rating</i>	A+(SPUR)/Stable	Affirmed
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Many issues are enhanced by bond insurance.

Rating Action

S&P Global Ratings assigned its 'A+' long-term rating to the City of Joshua, Texas' \$3.9 million series 2020 general obligation (GO) bonds. At the same time, S&P Global Ratings affirmed its 'A+' long-term rating and underlying rating (SPUR) on the city's previously issued GO bonds and certificates of obligation. The outlook is stable.

The series 2020 bonds, as well as the city's bonds outstanding, constitute direct obligations of the city, payable from the proceeds of a continuing, direct annual ad valorem tax, within the limits prescribed by law, on all taxable property within its borders. The maximum allowable ad valorem tax rate in Texas is \$2.50 per \$100 of assessed value (AV) for all purposes, with the portion dedicated to debt service limited to \$1.50. The city's total tax rate is well below the maximum, at 76.5 cents, 21.4 cents of which is dedicated to debt service. Despite the state statutory tax rate limitations, we view the limited-tax GO debt pledge on par with the city's general creditworthiness. The ad valorem taxes are not levied on a narrower or distinctly different tax base, and there are no limitations on the fungibility of resources available for the payment of debt service. Bond proceeds will be used for various voter-authorized street improvements.

Credit overview

Joshua, located within the Dallas-Fort Worth-Arlington metropolitan statistical area (MSA), has seen rapid tax base growth over the past five years given the opportunities for new home construction with available access to employment throughout the MSA. This growth has generally led to positive operating results and the maintenance of very strong available reserves. While coronavirus-driven economic shutdowns occurred earlier in the spring, followed by a recession, we expect that the city's revenue structure and available reserves position it well to weather this uncertainty. Providing additional mitigation to recessionary pressure are the city's good financial management practices and policies. This, combined with manageable fixed costs in the form of debt and pension contributions, should lead to continued credit stability despite uncertainty related to COVID-19 and the pandemic-driven recession.

For more information on the coronavirus' effect on U.S. public finance, see the reports "The COVID-19 Outbreak Weakens U.S. State And Local Government Credit Conditions," published April 2, 2020 on RatingsDirect, and "The

U.S. Faces A Longer And Slower Climb From The Bottom," published June 25, 2020.

The rating further reflects our view of the city's:

- Adequate economy, with market value per capita of \$56,830 and projected per capita effective buying income at 83.4%, that benefits from access to a broad and diverse MSA;
- Strong management, with good financial policies and practices under our financial management assessment methodology;
- Adequate budgetary performance, with operating surpluses in the general fund and at the total governmental fund level in fiscal 2019;
- Very strong budgetary flexibility, with an available fund balance in fiscal 2019 of 31% of operating expenditures;
- Very strong liquidity, with total government available cash at 32.4% of total governmental fund expenditures and 1.5x governmental debt service, and access to external liquidity we consider strong;
- Weak debt and contingent liability position, with debt service carrying charges at 21.1% of expenditures and net direct debt that is 231.5% of total governmental fund revenue, but rapid amortization, with 65.9% of debt scheduled to be retired in 10 years; and
- Strong institutional framework score.

Environmental, social, and governance factors

Our rating incorporates our view regarding the health and safety risks posed by the COVID-19 pandemic, specifically how stay-at-home orders and an extended economic slowdown may weaken the city's revenue. However, we do not view the city as at heightened risk compared with the rest of the sector. Otherwise, we consider social risks as in line with the sector. We also view governance and environmental risks as in line with the sector. The city has taken steps to secure and protect its data and privacy, and is not in a geographic area that traditionally experiences severe weather events.

Stable Outlook

Downside scenario

We could consider a lower rating if the COVID-19 pandemic and economic recession lead to a marked deterioration of the city's financial position or sustained weakening of key economic metrics, all else remaining equal.

Upside scenario

Conversely, we could consider a higher rating if the city is able to sustain positive financial results through the downturn, while all other credit metrics remain at least stable.

Credit Opinion

Adequate economy

We consider Joshua's economy adequate. The city, with an estimated population of 7,660, is located in Johnson County in the Dallas-Fort Worth-Arlington MSA, which we consider broad and diverse. The city has projected per

capita effective buying income of 83.4% of the national level and per capita market value of \$56,830. Overall, the city's market value grew by 5.3% over the past year to \$435.3 million in 2020. The county unemployment rate was 3.2% in 2019.

The city, located approximately 20 miles south of Fort Worth and seven miles north of Cleburne, benefits from participation in the broad and diverse Dallas-Fort Worth-Arlington MSA. Given the continued outward expansion of urban centers, the city has seen strong single-family residential growth. This growth has accelerated over the past decade, with an estimated 20% increase in population since the 2010 U.S. Census and a 100% increase since the 1990 Census. Easy access to major employment centers and available land make it an attractive area for development. Officials report that growth is continuing, despite COVID-19. Nearly 600 new home permits have reportedly either been approved or are in the early stages of approval, indicating that construction will continue. On the commercial side, the city reports that a new fast food restaurant was recently completed, with plans for a coffee house and two other restaurants to come on line later this year. While the pandemic and recession cast significant uncertainty, officials believe that the growth that occurred prior to the pandemic will ensure, at minimum, stability though they believe that the continued pace will ensure further growth. We believe that the tax base will likely continue to show growth, though likely at lower levels than historically experienced.

Strong management

We view the city's management as strong, with good financial policies and practices under our financial management assessment methodology, indicating our view that financial practices exist in most areas but that governance officials might not formalize or monitor all of them on a regular basis.

We revised our assessment of the city's financial management practices and policies to reflect the city's adoption of a formal fund balance policy as well as recognizing the city's independent investment policy as required by the Texas Public Funds Investment Act.

Key practices include the use of five-year historical trend analysis as well as two-year month-to-month rolling averages used to develop budget assumptions. The city council is provided with monthly budget-to-actual reports, and amendments are made as needed. The city maintains a five-year rolling capital improvement plan that identifies project costs and most funding sources. The city's formal fund balance policy requires a targeted minimum of 25% of general fund expenditures to cover cash flow needs and fiscal sustainability. The policy also requires a plan be adopted to restore reserves if they fall to a level below the minimum threshold. The city lacks a debt management policy and a formal long-term financial forecast.

Adequate budgetary performance

Joshua's budgetary performance is adequate, in our opinion. The city had operating surpluses of 2.1% of expenditures in the general fund and of 7.4% across all governmental funds in fiscal 2019.

Our opinion of the city's performance includes adjustments to account for recurring transfers as well as debt-funded capital outlay. Inclusive of these adjustments, the city has consistently realized modest operating surpluses in the general fund. The strong performance is attributable to sales tax and franchise fee growth, combined with expenditure savings. The city routinely budgets for full employment and typically realizes some savings from year to year as positions turn over through the normal course of business. Fiscal 2019 results showed a nearly \$100,000 surplus,

consistent with prior years, with revenue largely coming from property taxes (47%), sales taxes (18%), and charges for services (16%).

The city's adopted fiscal 2020 budget is in line with previous budgets and conservatively reflects a modest deficit after transfers. Inclusive of the effects of the onset of the pandemic and the economic shutdown that extended through March, the city reports that revenue is tracking to budget. We note that despite budgeting for 4% growth in sales taxes from the prior year, the city reports that sales taxes are exceeding budget by more than 3%. Other than a dip of 10% in May (for March activity), the city has consistently posted year-over-year growth in sales this year. The city also reports that permits and fees continue to exceed budget. The city has had some added expenses as a result of the coronavirus response, but has received \$85,000 in Coronavirus Aid, Recovery, and Economic Security (CARES) Act funding to offset these costs. With two months remaining in the fiscal year, management expects to end the year balanced, though if trends continue it may realize a surplus.

While the fiscal 2021 budget has not yet been adopted, early estimates include a 5% increase in revenue as a result of property and sales tax growth. The expenditure budget will largely be consistent with fiscal 2020, though with some one-time capital funded from restricted tax increment financing funds. Overall, we believe that the city's budgetary performance will remain at least adequate despite pandemic and recessionary uncertainty.

Very strong budgetary flexibility

Joshua's budgetary flexibility is very strong, in our view, with an available fund balance in fiscal 2019 of 31% of operating expenditures, or \$1.3 million.

Given continued operating surpluses, the city has maintained reserves around 30% of expenditures in each of the past three years, consistent with its minimum policy of maintaining a floor of 25%. We note that the available reserves are keeping pace with the city's growing expenses. Given the expectations for break-even or modest surplus for fiscal 2020, we expect that reserves will remain in line with the city's formal policy, likely remaining around 30% of expenses.

Very strong liquidity

In our opinion, Joshua's liquidity is very strong, with total government available cash at 32.4% of total governmental fund expenditures and 1.5x governmental debt service in 2019. In our view, the city has strong access to external liquidity if necessary based on its access to the capital markets over the past 20 years. All of the city's investments and deposits are in cash, collateralized deposit accounts, or certificates of deposit, none of which we view as aggressive.

We note that the city privately placed its series 2019 GO refunding bonds with JPMorgan Chase Bank. However, we note no permissive events of default and that acceleration is not a remedy, so we do not view the private placement as a contingent liquidity risk.

Weak debt and contingent liability profile

In our view, Joshua's debt and contingent liability profile is weak. Total governmental fund debt service is 21.1% of total governmental fund expenditures, and net direct debt is 231.5% of total governmental fund revenue.

Approximately 65.9% of the direct debt is scheduled to be repaid within 10 years, which is, in our view, a positive credit factor.

We note that the city's debt profile is somewhat elevated given the rapid growth and demand for infrastructure to support continued development. Following this issuance, the city will have approximately \$14 million in debt outstanding. Despite a lack of additional debt plans over the next two to three years, we do not expect the city's debt profile to materially improve.

Pension and other postemployment benefits (OPEB) liabilities

We do not view postemployment liabilities as an immediate source of credit pressure, as required pension contributions represent an affordable share of total governmental expenditures and the city does not offer OPEB. Joshua's pension contributions totaled 1.9% of total governmental fund expenditures in 2019. The city made its full annual required pension contribution.

As of Dec. 31, 2018 the city participated in the Texas Municipal Retirement System (TMRS; 97.2% funded with a net pension liability of \$97,000).

TMRS' actuarially determined contributions fell slightly short of our minimum funding progress metric, which assesses whether the most recent employer and employee contributions cover total service cost, plus unfunded interest cost, plus one-30th of the principal. When the metric is achieved, this indicates that an issuer has strong funding discipline that aims to ensure timely progress on reducing its plans' liabilities. Given that this is an agent plan, assets are jointly managed. The plan uses certain assumptions that could increase contribution volatility, including a 6.75% discount rate, though there are offsetting factors. For more information, see our report "Pension Spotlight: Texas," published Feb. 25, 2020.

Strong institutional framework

The institutional framework score for Texas municipalities is strong.

Related Research

- Through The ESG Lens 2.0: A Deeper Dive Into U.S. Public Finance Credit Factors, April 28, 2020
- 2019 Update Of Institutional Framework For U.S. Local Governments

Certain terms used in this report, particularly certain adjectives used to express our view on rating relevant factors, have specific meanings ascribed to them in our criteria, and should therefore be read in conjunction with such criteria. Please see Ratings Criteria at www.standardandpoors.com for further information. Complete ratings information is available to subscribers of RatingsDirect at www.capitaliq.com. All ratings affected by this rating action can be found on S&P Global Ratings' public website at www.standardandpoors.com. Use the Ratings search box located in the left column.

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Proclamation

The City of Joshua

Constitution Week 2021

- Whereas,* The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and
- Whereas,* September 17th, 2021, marks the 234th anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and
- Whereas,* It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and
- Whereas,* Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17th through 23rd as Constitution Week.

Now, therefore, I, Mayor Joe Hollarn, on behalf of the citizens of Joshua and the entire City Council, hereby proclaim the week of **September 20, 2021** as **Constitution Week** in the City of Joshua and ask our citizens to reaffirm the ideals the framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

Joe Hollarn, Mayor



City Council Agenda

September 16, 2021

Agenda Item: F Consent Items (Action Item)

Agenda Description:

1. Consider approval of minutes from the City Council Meeting held on August 19, 2021. (Staff Resource: A. Holloway)
2. Consider approval of a Memorandum of Understanding between the City of Joshua and the Joshua Independent School District outlining services provided and responsibilities of the Joshua Police Department and the Joshua Independent School District; and authorizing the City Manager and Chief of Police to sign. (Staff Resource: D. Gelsthorpe)
3. Consider approval of Interlocal Cooperation Agreements with Johnson County for dispatching services for the Joshua Police Department and Joshua Fire Department. (Staff Resource: D. Gelsthorpe and T. Griffith)
4. Consider approval of a Interlocal Cooperation Agreement with Johnson County for housing City's Class "C" Misdemeanor Prisoners. (Staff Resource: D. Gelsthorpe)

Background Information:

Consent Agenda items are routine in nature and deemed to require little or no deliberation by the City Council. To save time, these items are considered collectively.

Financial Information:

NA

City Contact and Recommendations:

Alice Holloway, City Secretary

Attachments:

1. Minutes
2. Memorandum of Understanding-JISD
3. Dispatch Agreement
4. Class C Agreement



**MINUTES
CITY COUNCIL
REGULAR MEETING
AUGUST 19, 2021
6:30 PM**

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

City Council Absent: Merle Breitenstein, Place 4

City Staff Present: Mike Peacock, City Manager; Amber Bransom, Asst. City Manager; Terry Welch, City Attorney; and Alice Holloway, City Secretary (virtual).

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

Join Zoom Meeting:

<https://us02web.zoom.us/j/87827960715?pwd=c2RvZEZyRjRLS1pHR2o3bTh6RC9Kdz09>

Meeting ID: 878 2796 0715 Passcode: 356114 or dial 1-346/248-7799

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

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

A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

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

B. PLEDGE OF ALLEGIANCE

1. United States of America
2. Texas Flag

Councilmember Fleming led the Pledge to the flags.

C. INVOCATION

Terry Darnell, pastor of United Methodist Church, led the invocation.

D. BUDGET WORKSHOP

1. Discuss the FY 2021-2022 Budget. (Staff Resource: M. Peacock)

City Manager Peacock listed all the items that were not funded in the proposed budget:

- 2nd Police Office Position
- Fire Department Drone

- Admin for City Hall
- Two new Police Cars
- Mower
- Dump Truck
- Fire Truck

City Manager Peacock noted that some of the items in the budget are:

- Salary adjustments, cost of living 4%, and longevity pay at \$5.00 per month
- Benefits – Deductible of \$3,000, changes in vision, dental, and life – total estimate cost of \$625.00 per employee

City Manager Peacock stated that he asked the department heads to be present for two reasons. 1) Answer any question the City Council may have. 2) To tell them how much they are appreciated for their hard work. In addition, he stated that there was going to be a \$96,000 dollar surplus and he believes that a better service would be served by lowering the tax rate to the no new revenue rate.

City Manager Peacock stated that sales tax revenue is expected to come in over one million dollars in 2022.

Mayor Hollarn stated that City Manager Peacock presented the proposed budget very well.

Mayor Hollarn and City Council thanked staff for their hard work.

E. WORK SESSION

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

No discussion on this item (E1)

2. Questions regarding Regular Session agenda items.

No discussion on this item (E2)

F. 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.

NA

F. CONSENT AGENDA

1. Consider approval of minutes from the City Council Meeting held on July 15, 2021. (Staff Resource: A. Holloway)

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

G. REGULAR AGENDA

1. Public Hearing on a request to amend the Chapter 14, "Zoning Ordinance," Article 5, Section 5.3, "Supplemental Use Standards," swimming pool property line setbacks to five feet (5') instead of the current eight feet (8'); Amending Article 5, Subsection 5.5.4, "Accessory Building Summary Table",

to reflect a 5 foot (5') swimming pool property line setback instead of the current eight foot (8') swimming pool property line setback. (Staff Resource: A. Maldonado)

Mayor Hollarn opened the public hearing regarding the request to amend the Chapter 14, "Zoning Ordinance," Article 5, Section 5.3, "Supplemental Use Standards," swimming pool property line setbacks to five feet (5') instead of the current eight feet (8'); Amending Article 5, Subsection 5.5.4, "Accessory Building Summary Table", to reflect a 5 foot (5') swimming pool property line setback instead of the current eight foot (8') swimming pool property line setback at 7:15 pm.

After no comments from the public, Mayor Hollarn closed the public hearing at 7:17 pm.

2. Discuss, consider, and possible action on a request to amend the Chapter 14, "Zoning Ordinance," Article 5, Section 5.3, "Supplemental Use Standards," swimming pool property line setbacks to five feet (5') instead of the current eight feet (8'); Amending Article 5, Subsection 5.5.4, "Accessory Building Summary Table", to reflect a 5 foot (5') swimming pool property line setback instead of the current eight foot (8') swimming pool property line setback. (Staff Resource: A. Maldonado)

Councilmember DePriest moved to approve an Ordinance amending Article 5, Section 5.3, "Supplemental Use Standards," swimming pool property line setbacks to five feet (5') instead of the current eight feet (8'); Amending Article 5, Subsection 5.5.4, "Accessory Building Summary Table", to reflect a 5 foot (5') swimming pool property line setback instead of the current eight foot (8') swimming pool property line setback. Councilmember Nichols seconded the motion. The motion passed unanimously.

3. Discuss, consider, and possible action on accepting submission of the 2021 no-new-revenue tax rate of \$0.711493 per \$100 taxable value and the voter-approval tax rate of \$0.717950 per \$100 taxable value. (Staff Resource: M. Peacock)

Councilmember Kimble moved to accept the submission of the 2021 no-new-revenue tax rate of \$0.711493 per \$100 taxable value and the voter-approval tax rate of \$0.717950 per \$100 taxable value. Councilmember Kidd seconded the motion. The motion passed unanimously.

4. Discuss, consider, and possible action on a resolution proposing the adoption of a proposed total Ad Valorem Tax Rate for Fiscal Year 2021 and schedule a public hearing subject to all public hearing requirements of the Texas Property Tax Code. (Staff Resource: M. Peacock)

Councilmember Kidd moved to approve a resolution proposing the adoption of a proposed total Ad Valorem Tax Rate for Fiscal Year 2021 at \$0.711493. Councilmember Fleming 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 Kidd moved to approve a resolution amending the personnel policy. Councilmember DePriest seconded the motion. The motion passed unanimously.

6. Discuss, consider, and possible action on preliminary analysis of refunding bond opportunity regarding General Obligation Bonds, Series 2012. (Staff Resource: M. Peacock)

Councilmember Kidd moved to proceed with refunding bond opportunity regarding General Obligation Bonds, Series 2012. Councilmember Nichols seconded the motion. The motion passed unanimously.

7. Discuss, consider, and possible action on a service agreement with Phoenix Technology Consulting for Technology Services. (Staff Resource: A. Bransom)

Councilmember Kimble moved to approve a service agreement with Phoenix Technology Consulting for Technology Services. Councilmember Nichols seconded the motion. The motion passed unanimously.

8. Discuss, consider, and possible action on approving an expenditure in the amount up to \$18,500 for surveying and engineering cost regarding drainage improvements along Vetch Street and potentially along East 12th Street. (Staff Resource: M. Peacock)

Councilmember Kidd moved to approve an expenditure in the amount up to \$18,500 for surveying and engineering cost regarding drainage improvements along Vetch Street and potentially along East 12th Street. Councilmember Kimble seconded the motion. The motion passed unanimously.

H. STAFF REPORT

July 2021

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

I. EXECUTIVE SESSION

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

1. Pursuant to Section 551.072 of the Texas Government Code to discuss or deliberate the purchase, exchange, lease, or value of real property.
2. Pursuant to Section 551.071 of the Texas Government Code to consult with the City Attorney relating to pending litigation, to wit: ZL & SYK, LLC and Mountain Valley Country Club, Inc. vs. City of Joshua, Cause No. DC-C201900008.

Mayor Hollarn announced that the City Council will recess into Executive Session at 7:42 pm.

J. RECONVENE INTO REGULAR SESSION

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

Mayor Hollarn reconvened the meeting into a regular session at 8:06 pm.

No action was taken as a result of the Executive Session.

I.

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

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

J. ADJOURNMENT

Mayor Hollarn adjourned the meeting at 8:08 PM.

Joe Hollarn, Mayor

ATTEST:

Alice Holloway, TRMC
City Secretary

Approved: September 16, 2021



City Council Agenda

Agenda Item: F2

Agreement

(Action Item)

Agenda Description:

Discuss, consider, and possible action on a Memorandum of Understanding between the City of Joshua and the Joshua Independent School District outlining services provided and responsibilities of the Joshua Police Department and the Joshua Independent School District; and authorizing the City Manager and Chief of Police to sign.

Background Information:

The purpose of this MOU is to set out a common understanding of the policies and procedures that the Joshua Police Department and the Joshua ISD Police Department will follow in providing police service to Joshua ISD schools in Joshua, Johnson County and/or The State of Texas. This MOU is a formal agreement to clarify jurisdiction, define parameters and areas of responsibilities, and to establish a spirit of cooperation to enhance the services that both agencies provide to the citizens residing within the city limits of Joshua, Texas, in accordance with the provisions of the ***Texas Education Code, Section 37.081***.

This MOU requires renewal every three (3) years and extends the current agreement through July 31, 2024

Financial Information:

There is no anticipated financial impact.

City Contact and Recommendations:

David Gelsthorpe, Chief of Police

Staff recommends approval

Attachments:

Memorandum of Understanding

MEMORANDUM of UNDERSTANDING

Between

CITY OF JOSHUA, on behalf of its POLICE DEPARTMENT

AND

**JOSHUA INDEPENDENT SCHOOL DISTRICT, on behalf of its POLICE
DEPARTMENT**

This Memorandum of Understanding (MOU) is being executed by the Joshua Independent School District, on behalf of its Police Department, in conjunction with the City of Joshua, on behalf of its Police Department. These departments agree to abide by the terms and provisions of this MOU throughout the duration of this agreement.

PURPOSE

The purpose of this MOU is to set out a common understanding of the policies and procedures that the Joshua Police Department, and the Joshua ISD Police Department will follow in providing police service to Joshua ISD schools in Joshua, Johnson County and/or The State of Texas. This MOU is a formal agreement to clarify jurisdiction, define parameters and areas of responsibilities, and to establish a spirit of cooperation to enhance the services that both agencies provide to the citizens residing within the city limits of Joshua, Texas, in accordance with the provisions of the *Texas Education Code, Section 37.081*.

MISSION

The mission of this MOU is to provide better utilization of resources by the Joshua Police Department and Joshua ISD Police Department. Further, it will substantially increase cooperation between these two departments eliminating waste of public resources and resulting in better accumulation of crime analysis data and ultimately providing the safest environment possible for the school children of Joshua ISD and reducing crime in Joshua, Texas.

TERMS OF AGREEMENT

This agreement shall be in full force and effect from the date of the last party to sign this Agreement until July 31, 2024. This agreement may be renewed every three years upon approval by both parties. Either party may terminate this agreement upon giving written notice thirty (30) days prior to the date of termination.

SERVICES PROVIDED AND RESPONSIBILITIES OF THE JOSHUA POLICE DEPARTMENT

- The Joshua Police Department will assume primary jurisdiction and serve as the lead agency for any law enforcement action originating or ending in the Joshua city limits except those where the incident occurs exclusively on and involving property owned, leased, rented or otherwise under the control of the Joshua ISD School Board. The Joshua Police Department will retain primary jurisdiction if any of its officers discharges a firearm, is alleged to have caused serious bodily injury or death or are the victim of an assault resulting in serious bodily injury or death.

- The department may defer jurisdiction to Joshua ISD Police in any instance when it is deemed by the Joshua Police Department to enhance police service to the community.
- Media requests for press releases involving police incidents where the Joshua ISD Police Department has primary jurisdiction will be referred to the Joshua ISD. Records that are property of the City of Joshua are subject to the Texas Public Information Act and will be released in accordance with city policy.
- The Joshua Police Department will provide assistance to the Joshua ISD Police Department in accordance with the provisions of the GREATER DALLAS-FORT WORTH REGIONAL LAW ENFORCEMENT MUTUAL AID TASK FORCE AGREEMENT
- The Joshua Police Department agrees to notify the Joshua ISD Police Department of any warrant service initiated by the department occurring on a Joshua campus except those for Class C misdemeanors or those resulting from a traffic stop initiated on a public roadway.
- The Joshua Police Department agrees to participate in the initial law enforcement response to any major police incident including an active shooter, barricaded person or hostage incident occurring on a Joshua ISD property in the City of Joshua. The Joshua Police Department may assume initial command of these incidents until a representative from the JISD Police Department is available on scene.
- The Joshua Police Department will respond to and assume the role of lead agency to any incident occurring on Joshua ISD property occurring while no JISD Police officer is on-duty. Joshua ISD Police will be notified of the incident as soon as practicable.
- The Joshua Police Department will share intelligence information it develops regarding any JISD campus with the Joshua ISD Police Department.
- Whenever practicable the Joshua Police Department will provide to the Joshua ISD Police Department emergency assistance at their property within the City of Joshua. When significant resources are required for a prolonged period of time or a special event is planned the request should be made to the Chief of Police or designee.
- Planned Special Events utilizing on-duty Joshua Police Officers may require reimbursement for costs incurred to the City of Joshua.

SERVICES PROVIDED AND RESPONSIBILITIES OF THE JOSHUA INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT:

- The Joshua ISD Police Department will have primary law enforcement jurisdiction within the city limits of Joshua involving property owned, leased, rented or otherwise under the control of the Joshua ISD School Board.
- Media requests for press releases involving police incidents where the Joshua Police Department has primary jurisdiction will be referred to the City of Joshua. Records that are property of the Joshua ISD are subject to the Texas Public Information Act and will be released in accordance with Board policy.
- The Joshua ISD Police Department will provide assistance to the Joshua Police Department in accordance with the provisions of the GREATER DALLAS-FORT WORTH REGIONAL LAW ENFORCEMENT MUTUAL AID TASK FORCE AGREEMENT
- The Joshua ISD Police Department may provide traffic control, management or enforcement that enhances the safety of their campuses on any road owned by the city where it is adjacent to a Joshua ISD School campus and other roads while they are being utilized as a JISD school bus stop. The district will assume liability for any costs associated with such action.

This agreement does not limit the authority of the Joshua ISD Police Department's officers granted by state law.

- Any citation issued by the Joshua ISD Police Department for a class C offense occurring in the City of Joshua will be referred to the Joshua Municipal Court for prosecution. Citations issued will be delivered and turned into the court clerk within 24 hours of issuance.
- The Joshua ISD Police Department must implement and make available to the Joshua Police Department a traffic enforcement and pursuit policy that aligns with those of the Joshua Police Department.
- The Joshua ISD Police Department will provide monthly statistics describing traffic stop locations, violations and warning for violations within the city limits of Joshua.
- Whenever practicable the Joshua ISD Police Department will provide the Joshua Police Department emergency assistance as requested. When significant resources are needed, request should be made to the Chief of Police or designee.
- The Joshua ISD Police Department agrees to notify the Joshua Police Department of any warrant service initiated by the department and occurring in the city of Joshua except those for Class C misdemeanors, those resulting from a traffic stop or those occurring on property owned, leased, rented or otherwise under the control of the Joshua ISD School Board.
- The Joshua ISD Police Department will share intelligence information it develops regarding crime related to the City of Joshua with the Joshua Police Department.

ASSIGNMENT

Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties, or obligations under this Agreement without the prior written permission of the other party to this Agreement.

CITY LIABILITY

The City understands and agrees that the City, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the School District. The City shall not be required to indemnify nor defend the School District for any liability arising out of the wrongful acts of employees or agents of the School District to the extent allowed by Texas law.

SCHOOL DISTRICT LIABILITY

The School District understands and agrees that the District, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the City. The District shall not be required to indemnify nor defend City for any liability arising out of the wrongful acts of employees or agents of City to the extent allowed by Texas law.

SEVERABILITY

Nothing contained in this agreement shall waive the respective immunities of the City of Joshua and Joshua Independent School District.

The validity of this Agreement and/or any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

SIGNATORIES

For City of Joshua :

Chief of Police
Joshua Police Department

Date

ATTEST:

City Manager
City of Joshua

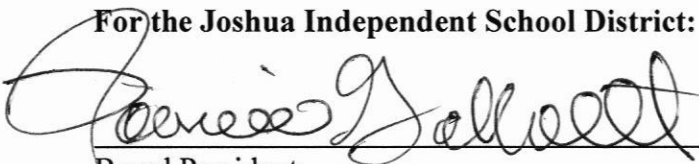
Date

Approved as to form:

City Attorney
City of Joshua

Date

For the Joshua Independent School District:

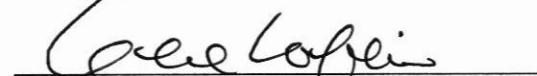


Board President
Joshua ISD

8-16-21

Date

ATTEST:



Board Secretary
Joshua ISD

Approved as to form:

School Attorney
Joshua ISD

Date

SIGNATORIES

For City of Joshua :

Chief of Police
Joshua Police Department

Date

ATTEST:

City Manager
City of Joshua

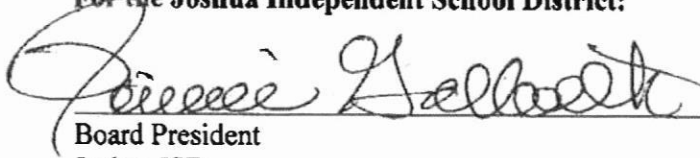
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Approved as to form:

City Attorney
City of Joshua

Date

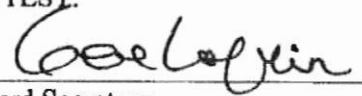
For the Joshua Independent School District:



Board President
Joshua ISD

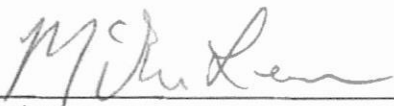
8-14-21
Date

ATTEST:



Board Secretary
Joshua ISD

Approved as to form:



School Attorney
Joshua ISD

5/22/21
Date



STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

**INTERLOCAL COOPERATION AGREEMENT
FOR DISPATCHING SERVICES FOR BUDGET YEAR 2021-2022**

This Interlocal Cooperation Agreement For Dispatching Services (hereinafter "Agreement") is made by and entered into between Johnson County, Texas (hereinafter "County") a duly organized political subdivision of the State of Texas engaged in the administration of County Government and related services for the benefit of the citizens of the County, and Joshua Fire Dept. Marshal Office (hereinafter "Entity") being either a municipal corporation or an independent school district, operating pursuant to the laws of the State of Texas and located in Johnson County, Texas.

WHEREAS, County and Entity desire to improve the efficiency and effectiveness of local governments by authorizing the intergovernmental contracting authority at the local level for all or part of the functions and services of police protection and dispatching services; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes political subdivisions within the State of Texas to contract with one another for the provision of various governmental functions and the delivery of various governmental services; and

WHEREAS, County and Entity mutually desire to enter into an agreement for County to the dispatch calls for the Entity's Police Department or Marshal's Office.

NOW THEREFORE, for the mutual consideration herein stated, County and Entity agree as follows:

ARTICLE I – SCOPE OF SERVICES

A. Definitions:

1. *Radio*- Any device capable of two-way communication by use of radio waves.
2. *Teletype* – Any electro-mechanical device using telephone lines connected to Area State and National Crime Information Facilities and other Law Enforcement Agencies capable of two-way communication through exchange of written messages.

3. *Radio Log* – Record of Radio Communication between base station and mobile units as required by federal Communications Commission.
 4. *Radio License* – A license or permit issued by the Federal Communications commission for the operation of a two-way radio capable of both receiving and transmitting.
 5. *Wrecker Call List* – A master list in alphabetical order of all wrecker companies which are authorized to be included on such list under the ordinances of JOHNSON COUNTY or JOHNSON COUNTY SHERIFF'S OFFICE.
- B. Services to be performed by JOHNSON COUNTY SHERIFF'S OFFICE:
1. JOHNSON COUNTY SHERIFF'S OFFICE will provide Police/EMS Dispatching Services to include answering of telephone complaints received over Entity's Police Department/EMS Department Number.
 2. JOHNSON COUNTY SHERIFF'S OFFICE will record all complaints on Telephone Complaints Record and maintain same in normal system commingled with JOHNSON COUNTY SHERIFF'S OFFICE Telephone complaints.
 3. JOHNSON COUNTY SHERIFF'S OFFICE will upon receipt of a telephone complaint notify, according to the information and belief of the JOHNSON COUNTY SHERIFF'S OFFICE, the proper Police Department Unit of Entity of complaint citing such information as may be required, if known, using one of the radio talk groups specified below in Article 1 C 2.
 4. JOHNSON COUNTY SHERIFF'S OFFICE will receive and record radio transmissions from Entity's Police Department units using one of such talk groups as may be required in the conduct of normal operation, i.e.: logging units in and out of service, transmitting complaints and other messages relative to law enforcement activities, but not necessarily other Police Department business or personal calls.
 5. JOHNSON COUNTY SHERIFF'S OFFICE will provide and make available its teletype service to the Entity's Police Department units as may be required; provided however, JOHNSON COUNTY SHERIFF'S OFFICE will use the Entity's Police Department Number CDC or TX numbers on all messages for Entity's Police Department.
 6. JOHNSON COUNTY SHERIFF'S OFFICE will maintain wrecker call lists and shall dispatch wreckers thereon at the request of Entity's Police Department units. The Entity's Police Departments shall not be responsible or have any liability for the designation of wrecker units dispatched to the scene of any accident nor be held liable for the response or lack thereof of any ambulance and/or wrecker dispatched to such scene.
 7. JOHNSON COUNTY SHERIFF'S OFFICE will make available to the Entity's Police Department all records pertaining to dispatching and communications during reasonable hours and at reasonable times. Records shall be maintained at the JOHNSON COUNTY SHERIFF'S OFFICE and copies made for Entity if necessary.

C. Scope of Service:

1. Each Entity may "forward" its main police department telephone number to the Johnson County Sheriff's Office Dispatch center after 5:00 p.m. on weekdays and terminate the "forward" before 8:00 a.m. on the following work day. The Entity's main police department telephone number may also be "forwarded" on weekends and holidays that are officially recognized by the Entity. The telephone number "forwarded" must be one used by the Entity's police department and should not be a telephone number used by the Entity for other business or functions. "Forwarding" of a telephone number will be allowed under certain emergency situations without regard to the day or time, such as a major weather event or other major incidents requiring all of Entity's police department personnel to respond. The request for the emergency "forward" must be made to the Sheriff or a Chief Deputy. Lunch breaks, training, and/or limited manpower do not constitute an emergency.
2. Radio Licenses have been issued by the FCC for all mobile and base transmitters and receivers owned and utilized by the Entity's Police Department and such licenses will be maintained in good standing. The Entity's Police Department is authorized to use the 700 megahertz talk groups for its Police Department.
3. The Entity or its Police Department shall be responsible for any and all license, annual maintenance fees and required updates needed to support their compatibility with JOHNSON COUNTY SHERIFF'S OFFICE radio system.

ARTICLE II – PAYMENTS

- A. Amount of Payment by Entity. Entity shall pay to County the dispatch fees for dispatch services as set forth on Exhibit "A," which is attached hereto and made a part of this Agreement as though set forth verbatim herein. Invoicing by County will be sent to Entity at the beginning of County's fiscal year which is October 1 and Entity agrees to pay the invoice amount within thirty (30) days of receipt of said invoice. The Parties understand and agree that prior to October 1 of each year, the County will re-calculate the amount of the dispatch fees to be paid by Entity for the next budget year and the proposed dispatch fees will be attached as an exhibit to the Agreement for the next budget year.
- B. Place of Payment. Entity shall make payment to County and payment shall be in the name of Johnson County, Texas, and shall be remitted to:
Kathy Blackwell (or her successor to office)
Johnson County Treasurer
Johnson County Courthouse
2 North Main Street
Cleburne, TX 76033

Amounts which are not timely paid in accordance with the above procedure shall bear interest at the lesser of the annual percentage rate of ten percent (10%) or the maximum legal rate applicable thereto which shall be a contractual obligation of the Entity under this Agreement.

ARTICLE III – COMPLAINTS AND/OR LEVEL OF SERVICE; AMENDMENTS

- A. Any complaints regarding the level of service provided by JOHNSON COUNTY SHERIFF'S OFFICE to the Entity or its Police Department shall be directed to the Sheriff and any complaint regarding Entity or its Police Department shall be referred to its Chief who, in either case, shall take appropriate action as necessary. However, in the event a conflict or complaint arises that the Chief or the Sheriff are not able to resolve, then the complaints and/or questions of service or other matters shall be referred to the Entity's Council or Board and the Johnson County Commissioners Court to seek a resolution. This provision does not limit the statutory and constitutional rights of the parties to seek the relief to which either party might be entitled by law or equity.
- B. This Agreement shall be amended only through written agreement duly authorized by the Johnson County Commissioners Court and such Entity's Council or Board that are parties to this Agreement.

ARTICLE IV – INDEMNIFICATION

The Entity and its Police Department, subject to the Texas Constitution and the Texas Tort Claims Act, agrees to hold harmless, save and indemnify JOHNSON COUNTY, the JOHNSON COUNTY SHERIFF, and his dispatchers and all other officials, officers and employees of JOHNSON COUNTY for any and all claims, causes of actions and judgments for damages, personal injuries, deaths, false arrests, false imprisonments, abuses or failures to act or attorney's fees incurred in defense of the foregoing on the part of any officer, employee or volunteer of JOHNSON COUNTY or JOHNSON COUNTY SHERIFF or of Entity or its Police Department for any court costs, or attorney's fees, claims or judgments or other expenses arising from JOHNSON COUNTY or JOHNSON COUNTY SHERIFF performing the acts and functions described in or associated with this Agreement.

ARTICLE V – FORCE MAJEURE

- A. If by reason of force majeure either party hereto shall be rendered unable wholly or in part, to carry out the obligations under this Agreement, then such party shall give notice and full details of such force majeure in writing to the other party. The duties of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability claimed, as herein after provided, but not a longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

- B. The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts, other industrial disturbances, acts of public enemy, orders of any kind of the government of the United States, or the State of Texas, or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability.
- C. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having difficulty, and that the above requirements that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or acceding to the demands of the opposing party or parties which such settlement is unfavorable to it in the judgment of the party having the difficulty.
- D. It is specifically expected and provided, however, that in no event shall any force majeure relieve the Entity or its Police Department from its indemnity obligations under Article IV.

ARTICLE VI – TERM

- A. This Agreement shall be in full force and effect from the date of the last party to sign this Agreement and shall terminate on September 30, 2022. Either Party may terminate this Agreement upon giving written notice sixty (60) days prior to the date of termination.
- B. Duties to make payment for services performed and any duties to defend, indemnify and hold harmless shall survive the termination of this Agreement and shall not expire until the resolution and disposition of any claims made or liability incurred or potentially incurred by JOHNSON COUNTY as a result of this Agreement. In no event shall an Entity's duty to defend, indemnify and hold harmless JOHNSON COUNTY expire prior to the running of any statute of limitations related to claims that might be asserted against JOHNSON COUNTY because of JOHNSON COUNTY'S performance or failure to perform pursuant to this Agreement.

ARTICLE VII – VESTED RIGHTS

The Entity or its Police Department shall not accrue any vested rights to any facilities, equipment or real or personal property of JOHNSON COUNTY or the JOHNSON COUNTY SHERIFF'S OFFICE.

ARTICLE VIII - MISCELLANEOUS PROVISIONS

- A. Amendments. This Agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties approved by the County Commissioners Court and the Entity's Council or Board.

- B. Prior Agreements. This Agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.
- C. Choice of Law and Venue. The law which shall govern this Agreement is the law of the State of Texas. All consideration to be paid and matters to be performed under this Agreement are payable and to be performed in Cleburne, Johnson County, Texas, and venue of any dispute or matter arising under this Agreement shall lie in the District Court of Johnson County, Texas.
- D. Approvals. The Entity's Council or Board and the Commissioners Court of Johnson County in accordance with the Interlocal Cooperation Act must approve this Agreement.
- E. Funding Source. In accordance with the Interlocal Cooperation Act, all amounts due under the Agreement are to be paid from current revenues of Entity. The signature of the Entity's representative below certifies that there are sufficient funds from the current revenues available to the Entity to meet its obligations under this Agreement.
- F. Heading. Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- G. Binding Nature of Agreement. This Agreement is contractual and is binding upon the parties hereto and their successors, assigns and representatives.
- H. Severability. In the event that any portion this Agreement shall be found to be contrary to law it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.
- I. Authority. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

For the faithful performance of the terms of this Agreement, the parties hereto in their capacities as stated, execute this Agreement, affix their signatures and bind themselves.

Executed in duplicate originals, each of which shall have the full force and effect of an original.

JOHNSON COUNTY

Roger Harmon
County Judge

Date

Adam King
County Sheriff

Date

Attest:

Becky Ivey
County Clerk

Date

ENTITY

Signature

Date

Printed Name

Title

Chief of Police

Date

Attest:

Signature

Date

Printed Name

Title

EXHIBIT "A"
DISPATCH FEES 2021-2022 BUDGET

Total Personnel Cost for Dispatch 2020-2021 \$1,575,951.00
25% of total personnel cost: \$393,987.75

Calls for Service 07-01-2019 00:00:00 - 06-30-2020 23:59:59

Agency	All Console Calls	All Console Calls W/out Assist Calls	Total Assist Calls
Alvarado PD	3385	3206	179
Alvarado Marshal	2	2	0
Alvarado ISD	157	156	1
Joshua PD	2411	2307	104
Godley PD	4022	3961	61
Grandview PD	932	853	79
Rio Vista PD	1701	1617	84
Venus PD	3042	2931	111
Keene PD	2249	2133	116
Joshua ISD PD	413	405	8
Rio Vista ISD	0	0	0
Venus ISD PD	30	28	2
Keene ISD PD	2	2	0
Total		17601	

Formual Amount= 100/ 17601 0.005681495

Percentage of Calls For Service

Multiply the calls for service for each agency by the formula amount to arrive at the percentage as follows:

Alvarado PD	18.2149
Alvarado Marshal	0.0114
Alvarado ISD	0.8863
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Rio Vista PD	9.1870
Venus PD	16.6525
Keene PD	12.1186
Joshua ISD PD	2.3010
Rio Vista ISD	0.0000
Venus ISD PD	0.1591
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EXHIBIT "A"
DISPATCH FEES 2021-2022 BUDGET

Total Cost to Agency

Multiply the percentage of each agency by the 25 percent of the total personnel cost as follows:

Alvarado PD	\$71,764.37
Alvarado Marshal	\$44.77
Alvarado ISD	\$3,491.97
Joshua PD	\$51,640.80
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Grandview PD	\$19,093.89
Rio Vista PD	\$36,195.57
Venus PD	\$65,608.66
Keene PD	\$47,745.92
Joshua ISD PD	\$9,065.68
Rio Vista ISD	\$0.00
Venus ISD PD	\$626.76
Keene ISD PD	\$44.77
Total	\$393,987.75



STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

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FOR DISPATCHING SERVICES FOR BUDGET YEAR 2021-2022**

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WHEREAS, County and Entity desire to improve the efficiency and effectiveness of local governments by authorizing the intergovernmental contracting authority at the local level for all or part of the functions and services of police protection and dispatching services; and

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3. The Entity or its Police Department shall be responsible for any and all license, annual maintenance fees and required updates needed to support their compatibility with JOHNSON COUNTY SHERIFF'S OFFICE radio system.

ARTICLE II – PAYMENTS

- A. Amount of Payment by Entity. Entity shall pay to County the dispatch fees for dispatch services as set forth on Exhibit "A," which is attached hereto and made a part of this Agreement as though set forth verbatim herein. Invoicing by County will be sent to Entity at the beginning of County's fiscal year which is October 1 and Entity agrees to pay the invoice amount within thirty (30) days of receipt of said invoice. The Parties understand and agree that prior to October 1 of each year, the County will re-calculate the amount of the dispatch fees to be paid by Entity for the next budget year and the proposed dispatch fees will be attached as an exhibit to the Agreement for the next budget year.
- B. Place of Payment. Entity shall make payment to County and payment shall be in the name of Johnson County, Texas, and shall be remitted to:
Kathy Blackwell (or her successor to office)
Johnson County Treasurer
Johnson County Courthouse
2 North Main Street
Cleburne, TX 76033

Amounts which are not timely paid in accordance with the above procedure shall bear interest at the lesser of the annual percentage rate of ten percent (10%) or the maximum legal rate applicable thereto which shall be a contractual obligation of the Entity under this Agreement.

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- A. Any complaints regarding the level of service provided by JOHNSON COUNTY SHERIFF'S OFFICE to the Entity or its Police Department shall be directed to the Sheriff and any complaint regarding Entity or its Police Department shall be referred to its Chief who, in either case, shall take appropriate action as necessary. However, in the event a conflict or complaint arises that the Chief or the Sheriff are not able to resolve, then the complaints and/or questions of service or other matters shall be referred to the Entity's Council or Board and the Johnson County Commissioners Court to seek a resolution. This provision does not limit the statutory and constitutional rights of the parties to seek the relief to which either party might be entitled by law or equity.
- B. This Agreement shall be amended only through written agreement duly authorized by the Johnson County Commissioners Court and such Entity's Council or Board that are parties to this Agreement.

ARTICLE IV – INDEMNIFICATION

The Entity and its Police Department, subject to the Texas Constitution and the Texas Tort Claims Act, agrees to hold harmless, save and indemnify JOHNSON COUNTY, the JOHNSON COUNTY SHERIFF, and his dispatchers and all other officials, officers and employees of JOHNSON COUNTY for any and all claims, causes of actions and judgments for damages, personal injuries, deaths, false arrests, false imprisonments, abuses or failures to act or attorney's fees incurred in defense of the foregoing on the part of any officer, employee or volunteer of JOHNSON COUNTY or JOHNSON COUNTY SHERIFF or of Entity or its Police Department for any court costs, or attorney's fees, claims or judgments or other expenses arising from JOHNSON COUNTY or JOHNSON COUNTY SHERIFF performing the acts and functions described in or associated with this Agreement.

ARTICLE V – FORCE MAJEURE

- A. If by reason of force majeure either party hereto shall be rendered unable wholly or in part, to carry out the obligations under this Agreement, then such party shall give notice and full details of such force majeure in writing to the other party. The duties of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability claimed, as herein after provided, but not a longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

- B. The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts, other industrial disturbances, acts of public enemy, orders of any kind of the government of the United States, or the State of Texas, or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability.
- C. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having difficulty, and that the above requirements that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or acceding to the demands of the opposing party or parties which such settlement is unfavorable to it in the judgment of the party having the difficulty.
- D. It is specifically expected and provided, however, that in no event shall any force majeure relieve the Entity or its Police Department from its indemnity obligations under Article IV.

ARTICLE VI – TERM

- A. This Agreement shall be in full force and effect from the date of the last party to sign this Agreement and shall terminate on September 30, 2022. Either Party may terminate this Agreement upon giving written notice sixty (60) days prior to the date of termination.
- B. Duties to make payment for services performed and any duties to defend, indemnify and hold harmless shall survive the termination of this Agreement and shall not expire until the resolution and disposition of any claims made or liability incurred or potentially incurred by JOHNSON COUNTY as a result of this Agreement. In no event shall an Entity's duty to defend, indemnify and hold harmless JOHNSON COUNTY expire prior to the running of any statute of limitations related to claims that might be asserted against JOHNSON COUNTY because of JOHNSON COUNTY'S performance or failure to perform pursuant to this Agreement.

ARTICLE VII – VESTED RIGHTS

The Entity or its Police Department shall not accrue any vested rights to any facilities, equipment or real or personal property of JOHNSON COUNTY or the JOHNSON COUNTY SHERIFF'S OFFICE.

ARTICLE VIII - MISCELLANEOUS PROVISIONS

- A. Amendments. This Agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties approved by the County Commissioners Court and the Entity's Council or Board.

- B. Prior Agreements. This Agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.
- C. Choice of Law and Venue. The law which shall govern this Agreement is the law of the State of Texas. All consideration to be paid and matters to be performed under this Agreement are payable and to be performed in Cleburne, Johnson County, Texas, and venue of any dispute or matter arising under this Agreement shall lie in the District Court of Johnson County, Texas.
- D. Approvals. The Entity's Council or Board and the Commissioners Court of Johnson County in accordance with the Interlocal Cooperation Act must approve this Agreement.
- E. Funding Source. In accordance with the Interlocal Cooperation Act, all amounts due under the Agreement are to be paid from current revenues of Entity. The signature of the Entity's representative below certifies that there are sufficient funds from the current revenues available to the Entity to meet its obligations under this Agreement.
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- G. Binding Nature of Agreement. This Agreement is contractual and is binding upon the parties hereto and their successors, assigns and representatives.
- H. Severability. In the event that any portion this Agreement shall be found to be contrary to law it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.
- I. Authority. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

For the faithful performance of the terms of this Agreement, the parties hereto in their capacities as stated, execute this Agreement, affix their signatures and bind themselves.

Executed in duplicate originals, each of which shall have the full force and effect of an original.

JOHNSON COUNTY

Roger Harmon
County Judge

Date

Adam King
County Sheriff

Date

Attest:

Becky Ivey
County Clerk

Date

ENTITY

Signature

Date

Printed Name

Title

Chief of Police

Date

Attest:

Signature

Date

Printed Name

Title

EXHIBIT "A"
DISPATCH FEES 2021-2022 BUDGET

Total Personnel Cost for Dispatch 2020-2021 \$1,575,951.00
25% of total personnel cost: \$393,987.75

Calls for Service 07-01-2019 00:00:00 - 06-30-2020 23:59:59

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Rio Vista PD	1701	1617	84
Venus PD	3042	2931	111
Keene PD	2249	2133	116
Joshua ISD PD	413	405	8
Rio Vista ISD	0	0	0
Venus ISD PD	30	28	2
Keene ISD PD	2	2	0
Total		17601	

Formual Amount= 100/ 17601

0.005681495

Percentage of Calls For Service

Multiply the calls for service for each agency by the formula amount to arrive at the percentage as follows:

Alvarado PD	18.2149
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Keene PD	12.1186
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Venus ISD PD	0.1591
Keene ISD PD	0.0114

EXHIBIT "A"
DISPATCH FEES 2021-2022 BUDGET

Total Cost to Agency

Multiply the percentage of each agency by the 25 percent of the total personnel cost as follows:

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Alvarado Marshal	\$44.77
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Grandview PD	\$19,093.89
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Venus PD	\$65,608.66
Keene PD	\$47,745.92
Joshua ISD PD	\$9,065.68
Rio Vista ISD	\$0.00
Venus ISD PD	\$626.76
Keene ISD PD	\$44.77
Total	\$393,987.75



STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

**INTERLOCAL COOPERATION AGREEMENT
FOR HOUSING CITY'S CLASS C MISDEMEANOR PRISONERS
FOR BUDGET YEAR 2021-2022**

This Agreement is made by and entered into between Johnson County, Texas (hereinafter "County") a duly organized political subdivision of the State of Texas engaged in the administration of County Government and related services for the benefit of the citizens of the County and the City of Joshua, Texas (hereinafter "City"), a municipal corporation operating pursuant to the laws of the State of Texas and located in Johnson County.

WHEREAS, County and City desire to improve the efficiency and effectiveness of local governments by authorizing the intergovernmental contracting authority at the local level for all or part of the functions and services of police protection and detention services; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes city and county governments within the State of Texas to contract with one another for the provision of various governmental functions and the delivery of various governmental services; and

WHEREAS, County and City mutually desire to enter into an Agreement for the housing of certain prisoners.

NOW THEREFORE, for the mutual consideration herein stated, County and City agree as follows:

**SECTION 1.
FACILITIES**

1.1 **In General.** County represents and warrants that the facilities provided for

detention of City prisoners meet the requirements of the Texas Commission on Jail Standards, and other applicable State and Federal law.

- 1.2 **Location and Operation of Facility.** County shall provide the detention services described herein at the Johnson County Jail in Cleburne, Texas. County will provide City and its Police Department with access to and use of the County Jail facilities for the holding and incarceration of City's prisoners arrested for, awaiting disposition of, or convicted of Class C misdemeanors, including, but not limited to, adequate personnel necessary to supervise City prisoners, clothing, food, medical attention, and other appropriate necessities with respect to that number of prisoners. County agrees to provide City with access to and use of these facilities and services so long as such facilities are available and meet the requirements of the Texas Commission on Jail Standards, subject to the termination rights provided for herein.

SECTION 2. GENERAL DUTIES OF COUNTY

- 2.1 **Class C Misdemeanor Only.** This Agreement shall apply only to City prisoners arrested for, awaiting disposition of, or convicted of Class C misdemeanors. Incarceration of all other City prisoners is provided for under other Interlocal Agreements or state statutes.
- 2.2 **Housing and Care of Prisoners.** County agrees to accept and provide for the secure custody, care, and safekeeping of prisoners of the City under this Agreement in accordance with state and local law, including the minimum standards promulgated by the Texas Commission on Jail Standards. County shall provide housing, care, meals and routine medical services for such prisoners on the same basis as it provides for its own prisoners confined in its own jail.

SECTION 3. MEDICAL SERVICES

- 3.1 **Payment.** The per-day rate under this Agreement covers only routine services, such as on-site sick call (when provided by on-site staff) and non-prescription over the counter and routine drugs and medical supplies. The City shall pay the County an amount equal to the amount the County is required to expend for medical services other than those routine medical services provided for by the per-day rate. However, County shall notify City prior to incurring medical

expenses greater than two hundred fifty dollars (\$250.00) for any one prisoner.

- 3.2 **Excluded from Per-day Rate.** The per-day rate under this Agreement does not cover: 1) medical/health care services provided outside of the County's facility or by other than facility staff, 2) prescription drugs and treatments, 3) surgical or dental care, and 4) costs associated with any hospitalization of a prisoner.
- 3.3 **Prisoner Primarily Responsible for Costs.** Any prisoner having health insurance or prescription drug coverage shall be required to use such coverage for any medical care provided when he or she is incarcerated by the County. As required by Article 104.002 of the Code of Criminal Procedure, the prisoner shall be primarily responsible for the cost of his or her medical care, and shall be obligated to the entity incurring the cost of the medical care, unless the prisoner fully pays for the cost of services received.
- 3.4 **City to be Contacted.** When it becomes necessary for a prisoner to be hospitalized, the County shall contact the City through its Chief of Police or designated representative as soon as possible, to inform the City of the fact that the prisoner has been or is to be hospitalized and the nature of the illness or injury that has required the hospitalization. The County shall submit invoices for reimbursable medical services along with its regular monthly billings for detention services and such invoices shall be paid on the same terms as the regular monthly billings.
- 3.5 **Costs Billed to City.** It is understood and agreed that if the hospitalization of a prisoner is to be for a duration of more than 24-hours or the cost of medical care for hospitalization will or may, in the opinion of County or County's Sheriff, exceed \$2,000.00, the County has the right, after notification of the Chief of Police or his designee, to arrange for the hospital or health care provider to bill the City directly for the costs of the hospitalization and/or medical care rather than the County paying the costs and billing the same to the City. If the hospital or health care provider refuses to bill the City directly, the City shall reimburse the County in accordance with Section 3.1 of this agreement.
- 3.6 **Medical Information.** The City shall provide the County with medical information for all prisoners sought to be transferred to the County's facility under this agreement, including information regarding any special medication, diet or exercise regiment applicable to each prisoner.

SECTION 4.
TRANSPORTATION AND OFF-SITE SECURITY

- 4.1 **Transportation.** The City is solely responsible for transportation of the prisoner to and from the County's facility and to and from required court appearances, except as provided herein. The County agrees to provide non-ambulance transportation for prisoners to and from local off-site medical facilities as part of the services covered by the per-day rate. Ambulance transportation (including emergency flights, etc.) is not covered by the per-day rate and will be billed along with the regular monthly billing submitted to the City by the County.
- 4.2 **Stationary Guard.** The County will provide stationary guard services as requested or required by the circumstances or by law for a prisoner admitted or committed to an off-site medical facility. City shall compensate the County for the standard hourly rate of County personnel providing stationary guard, which shall be billed by the County along with the regular monthly billing for detention services.

SECTION 5.
AVAILABLE JAIL SPACE

- 5.1 In the event that the County jail facility is at maximum capacity as a result of City or other prisoners, County reserves the right to require the removal or transfer of City's prisoners within eight hours after notice to City, in order to provide facilities for County prisoners, and County agrees to notify City as soon as possible when a City prisoner must be removed from County facilities because of capacity limits. In no event shall County be required to accept City's prisoners under the terms and conditions of this Agreement if the transfer of prisoners will cause County jail facilities to be in violation of the standards of the Texas Commission on Jail Standards. Nothing contained herein shall be construed to compel County to accept any prisoner if it would place County in violation of any law, regulation or court order; or if in the County Sheriff's opinion, it would create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and prisoners at the facility or result in possible violation of the constitutional rights of the prisoners housed at the facility.

SECTION 6. PAYMENTS

6.1 **Per-day Rate.** The per-day rate for detention services under this Agreement is \$58.28 per prisoner per day. A day shall constitute any time during a twenty-four (24) hour period. A portion of any day shall count as a day under this Agreement, except that the City may not be billed for two days when a prisoner is admitted after 6:00 p.m. and removed the following morning before 12:00 noon. In that situation, the County will bill for the day of arrival, but not for the day of departure. A day shall constitute any time during a twenty-four hour (24) period.

6.2 **Billing Procedure.** County shall submit an itemized invoice for the services provided each month to the City. Invoices will be submitted to the following by mail, facsimile transmission, or personal hand-delivery.

_____ Police Department
Name of City

Street Address or P. O. Box

City, State and Zip Code

Fax Number

Email Address

6.3 **City Duties.** City shall make payment to County within thirty (30) days after receipt of the invoice. Payment shall be in the name of Johnson County, Texas, and shall be remitted to:

Hon. Roger Hannon (or his successor to office)
Johnson County Judge
Johnson County Courthouse
2 North Main Street
Cleburne, TX 76033

Amounts which are not timely paid in accordance with the above procedure shall bear interest at the lesser of the annual percentage rate of ten percent (10%) or the maximum legal rate applicable thereto which shall be a contractual obligation of the City under this Agreement.

SECTION 7. TERM

- 7.1 **Term.** The term of this Agreement shall be from October 1, 2021 through September 30, 2022.

SECTION 8. PRISONER SENTENCES

- 8.1 **Prisoner Sentences.** The County shall notify the City's Municipal Court of the confinement of persons incarcerated by the authority of the City. The County shall not be in charge of or responsible for the computation or processing of prisoners' time of confinement, including, but not limited to, computation of good time awards/credits and discharge dates. All such computation and record keeping shall continue to be the responsibility of City. It shall be the responsibility of City to notify County of any discharge date for a prisoner.
- 8.2 **Arraignments and Release Procedure.** The County will release prisoners of City only when such release is specifically requested in writing by the Chief of Police of the City, or his designee, or the City's Municipal Judge. City's Municipal Judge shall be available generally for magistrations of prisoners during regular business hours, Monday through Friday and Saturday mornings until 11:00 a.m. Preferred hours for magistrations are as follows: Monday 6:00 p.m. until 9:00 p.m., Tuesday 4:00 p.m. until 6:00 p.m., Wednesday 5:00 p.m. until 8:00 p.m., Thursday and Friday 6:00 p.m. until 9:00 p.m., Saturday 8:00 a.m. until 11:00 a.m. It is contemplated that except in emergency situations, that City's Municipal Judge will not be requested or required to conduct magistrations in excess of once every 24 hour period.
- 8.3 **City Responsibilities.** City accepts all responsibility for the calculations and determinations set forth above and for giving County notice of the same. City will adhere to the requirements of the Texas Code of Criminal Procedure regarding prisoners.

SECTION 9. CONFINEMENT PROCEDURES

- 9.1 **County Responsibilities.** The County shall notify the City's Municipal Court by facsimile once every 24 hours of all City prisoners in custody. This shall be done either

by sending copies of arrest reports or a list of prisoner names, date of birth, and charges. County shall be solely in charge of all control, techniques, sequences, procedures, means, and the coordination of all work performed under the terms and conditions of this Agreement in regard to the holding and incarceration of all properly delivered prisoners. The County shall insure, dedicate and devote the full time and attention of those employees necessary for the proper execution and completion of the duties and obligation of County stated in this agreement, and give all attention necessary for such proper supervision and direction. County will process all City prisoners through its identification procedures, and may, at its option, fingerprint and photograph all City prisoners booked into the County facility.

- 9.2 **City Responsibilities.** City agrees to bring with each prisoner delivered to the County facility all packets, jail cards, classification data and other information in the possession of City regarding each prisoner, and has the duty to advise County of any known dangerous propensities of each prisoner delivered to County.

SECTION 10. **LIAISON OFFICERS**

- 10.1 **County Officer.** The County shall designate a suitable officer or peace officer to act on behalf of the County Sheriff, to serve as "Liaison Officer" for County with and between County and City. The Sheriff of County, or his designated substitute, shall insure the performance of all duties and obligations of County herein stated; and shall devote sufficient time and attention to the execution of said duties on behalf of County in full compliance with the terms and conditions of this Agreement, and shall provide immediate and direct supervision of all the County Sheriffs Office's employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purpose, terms and conditions of this Agreement to the mutual benefit of County and City.
- 10.2 **City Officer.** City designates the City's Police Chief, or his designated substitute, to act on behalf of the City's Police Department, and to serve as "Liaison Officer" for City with and between County and City and its Police Department to ensure the performance of all duties and obligations of City herein stated, and shall devote sufficient time and attention to the execution of said duties on behalf of City in full compliance with the terms and conditions of this agreement, and shall provide

immediate and direct supervision of the City Police Department employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms, and conditions of this Agreement for the mutual benefit of City and County.

SECTION 11. LIABILITY

- 11.1 County agrees and accepts full responsibility for the acts, negligence, and/or omissions of all County's employees, agents, contractors, subcontractors, and/or contract laborers, if any, and for those of all other persons doing work under this Agreement for County.
- 11.2 County agrees and accepts the duty and responsibility for the overseeing of all safety orders, precautions, programs, and equipment necessary to the reasonable safety of County's employees, agents, contractors, subcontractors, and/or contract laborers, if any, and all other persons doing work under this Agreement with City.
- 11.3 County understands and agrees that County, its employees, servants, agents, and representatives shall not be and shall not represent themselves to be employees, servants, agents, and/or representatives of City.
- 11.4 City agrees and accepts full responsibility for the acts, negligence, and/or omissions of all City's employees, agents, contractors, subcontractors, and/or contract laborers, if any, and for those of all other persons doing work under this Agreement for City.
- 11.5 City agrees and accepts the duty and responsibility for overseeing of all safety orders, precautions, programs, and equipment necessary to the reasonable safety of City's employees, agents, contractors, subcontractors, and/or contract laborers, if any, and all other persons doing work under this Agreement with County.
- 11.6 City understands and agrees that City, its employees, servants, agents, and representatives shall not be and shall not represent themselves to be employees, servants, agents, and/or representatives of County.

SECTION 12. NOTICE

- 12.1 **In General.** Notice to either party shall be in writing, and may be hand-delivered, or sent postage-paid by certified or registered mail, return receipt requested. Notice shall be deemed effective if sent to the parties and addresses designated herein, upon receipt in case of hand delivery, and three (3) days after deposit in the U. S. Mail

in case of mailing.

- 12.2 **To City.** The address for City for all purposes of this Agreement and for all notices hereunder shall be:

Name

Street Address or P. O. Box

City, State and Zip Code

Fax Number

Email Address

With a copy to:

Name

Street Address or P. O. Box

City, State and Zip Code

Fax Number

Email Address

- 12.3 **To County.** The address for County for all purposes under this Agreement and for all notices hereunder shall be:

Hon. Roger Harmon (or his successor in office)
Johnson County Judge
Johnson County Courthouse
2 North Main Street
Cleburne, TX 76033

With copies to:

Hon. Bill Moore (or his successor in office)
Johnson County Attorney
Guinn Justice Center
204 South Buffalo Avenue, Suite 410
Cleburne, TX 76033

Adam King (or his successor in office)
Johnson County Sheriffs Office
1102 East Kilpatrick Street
Cleburne, TX 76031

SECTION 13. TERMINATION

- 13.1 This Agreement shall terminate at the end of the term listed in Section 7.1. In addition, this Agreement may be terminated by either party upon sixty (60) days written notice delivered to the other party at the offices specified herein. This Agreement will likewise terminate upon the happening of any event that renders performance hereunder by the County impracticable or impossible, such as severe damage to or destruction of the facility, or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of the City's prisoners.
- 13.2 In the event of such termination by either party, County shall be compensated for all services performed to termination date, together with reimbursable expenses then due and authorized by this Agreement. In the event of such termination, should County be overcompensated for all services performed up to termination date, and/or be overcompensated for reimbursable expenses as authorized by this agreement, then City shall be reimbursed for all such over compensation. Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

SECTION 14. MISCELLANEOUS PROVISIONS

- 14.1 **Amendments.** This Agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties approved by the County Commissioners Court and the City Council.
- 14.2 **Prior Agreements.** This Agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.
- 14.3 **Choice of Law and Venue.** The law which shall govern this Agreement is the law of the State of Texas. All consideration to be paid and matters to be performed under this Agreement are payable and to be performed in Cleburne, Johnson County, Texas, and venue of any dispute or matter arising under this Agreement shall lie in the District Court of Johnson County, Texas.

- 14.4 **Approvals.** The City Council of the City and the Commissioners Court of Johnson County in accordance with the Interlocal Cooperation Act must approve this Agreement.
- 14.5 **Funding Source.** In accordance with the Interlocal Cooperation Act, all amounts due under the Agreement are to be paid from current revenues of City. The signature of the City Manager or Mayor below certifies that there are sufficient funds from the current revenues available to the City to meet its obligations under this Agreement.
- 14.6 **Heading.** Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 14.7 **Binding Nature of Agreement.** This Agreement is contractual and is binding upon the parties hereto and their successors, assigns and representatives.
- 14.8 **Severability.** In the event that any portion this Agreement shall be found to be contrary to law it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.
- 14.9 **Authority.** The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

Executed in duplicate originals, each of which shall have the full force and effect of an original.

CITY

Signature

Date: _____

Printed Name

City Manager or Mayor

Attest:

Signature

Date: _____

Printed Name

City Secretary

JOHNSON COUNTY

Roger Harmon, County Judge

Date: _____

Adam King, Sheriff

Date: _____

Attest:

Becky Ivey, County Clerk

Date: _____



City Council Agenda

September 16, 2021

Agenda Item: G1&2 Public Hearing/Ordinance (Action Item)

Agenda Description:

1. Public Hearing on the proposed budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022. (Staff Resource: M. Peacock)
 1. Staff Presentation
 2. Those in Favor
 3. Those Against
 4. Staff Rebuttal
2. Discuss, consider, and possible action on an Ordinance approving the Annual Budget for the fiscal year beginning October 1, 2021, and ending September 30, 2022. (Staff Resource: M. Peacock)

Background Information:

Please see Public Hearing Notice and Budget Letter for information

Financial Information:

NA

City Contact and Recommendations:

Mike Peacock, City Manager

Attachments:

1. Public Hearing Notice
2. Proposed Budget / Ordinance

**CITY OF JOSHUA
NOTICE OF PUBLIC HEARING**

Notice is hereby given that the City Council of the City of Joshua, Texas will hold a public hearing on September 16, 2021 at 6:30 p.m. in the City Council Chamber located in City Hall, 101 South Main Street, Joshua, Texas.

The purpose of the public hearing is for consideration of the adoption of the proposed budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022. At this time all citizens of the City of Joshua will be given an opportunity to provide written or oral comments and to ask questions concerning the proposed budget. Copies of the proposed budget are available for review with the City Secretary's Office and on the City website at www.cityjoshuatx.us.

This budget is estimated to raise more revenue from property taxes than last year's budget by an amount of \$221,103 which is an 8.3% percent increase from last year's budget. The estimate property tax revenue to be raised from new property added to the roll this year is \$146,574.



FY 2022 ANNUAL BUDGET



101 S. Main St., Joshua, TX | 817.558.7447

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September 16, 2021

To the Honorable Mayor and Members of the City Council:

In accordance with the Civil Statutes of the State of Texas, I present the following document for the Proposed Annual Budget for the Fiscal Year 2021-22. This proposed budget is designed to provide you with the overall financial plan to provide city services for the upcoming year. In addition, this proposed budget provides the funding for planned expenditures, contingency appropriations for operating funds that total \$6.64M.

The FY2021-22 Proposed Budget is balanced without the use of fund balance reserves or additions to the debt service. Currently, the proposed budget does not include funds from protested property values, that total \$16,305,292. It is projected that the City would gain 75% of that revenue following the appeal process that could amount to an additional \$87,000. This amount would be revenue over expenditures and could be allocated by the council as needed in a budget amendment as directed.

The following are the major operating funds as follows.

General Fund- accounts for most of the day-to-day operating expenses of the City. Funding sources are from local property taxes, sales tax, franchise fees, and other general revenues. This fund provides resources for staff, equipment, and supplies for departments within the City, excluding debt service and special revenue funds.

Funding Sources

Property Tax Revenue- based on estimations by the Tax Assessor's Office and the Johnson County Appraisal District Certified Values, an increase of \$120,175.00 (4.5%) is projected for FY 2021-22. The proposed Tax Rate dedicated for the operations of the City is \$0.0.535994/\$100 assessed valuation and, the rate dedicated to debt service is \$0.175499/\$100 assessed valuation. The proposed total rate of \$0.711493/\$100 reduces the tax rate by \$0.04974.

Debt Service Fund- is a legally restricted fund utilized to account for revenues recognized to liquidate the debt service requirements of the City's general obligation debt and account for short-term Notes Payable. Expenditures from this fund are projected to be \$933,241 for FY 2021-22.

Capital Reserve Fund- is used to account for revenues and expenditures associated with the purchase of vehicles, equipment, and facility improvements. The goal of the city is to pursue savings and transfer all

savings from fleet maintenance and the sale of any city asset by auction (excluding Facilities) to the Capital Reserve Fund.

Special Revenue Funds are used to account for revenue allocated for a restricted purpose as specified by law.

Economic Development Funds- are funds allocated to finance expanded business enterprises within the City through economic development corporations (EDC's). Type A and Type B EDC's, Corporations authorize a city to adopt sales taxes to fund projects approved by the Local Government Code Chapters 501, 504, and 505 and authorize municipalities to adopt a sales tax in order to fund the corporations and define projects EDC are allowed to undertake.

The Type A EDC provides projected revenues of \$501,000.00, excluding the fund balance. Expenditures budgeted for FY2021-22 include business development, capital improvements, debt service, and transfers totaling \$639,760. Fund balance will be used to balance the revenue under the expense of \$138,760.

The Type B EDC/Park Board Fund will provide projected revenues of \$514,000, excluding the fund balance. Expenditures budgeted for FY 2021-22 include park operations, construction, maintenance, and transfers totaling \$440,165. Expenditures are under projected revenues of \$73,835.

Court Technology and Building Security Funds- are established by law to assist in the funding of expenditures related to purchasing or maintaining technology enhancements for municipal court. The Court Building Security Fund was also established by law to account for expenditures related to security for the municipal court. Total revenues for these funds collectively are projected to be \$9,700, with anticipated expenditures of \$6,260.

Hotel Occupancy Tax Fund- established by law to assist in the funding of expenditures related to tourism and community development. Total revenues for this fund are projected to be \$25,890 and no expenditures.

Property Taxes

New requirements in "Truth-in-Taxation" information that is required to be included in municipal budgets, such as the renamed "No New Revenue" (previously known as the "Effective Rate") and "Voter Approval" (previously known as the "Rollback Rate") tax rates and the new "De Minimus" Rate, which applies in 2020 to cities with populations of <30,000.

The Proposed "No New Revenue" Tax Rate dedicated to general operations is \$0.535994/\$100 assessed valuation, and the rate dedicated to debt service is \$0.175499/\$100.

City of Joshua
Fiscal Year 2021-2022 Budget
Property Tax Revenue & Proposed Tax Rates

2021 Estimated Tax Base*	\$	517,477,475
FY 2021-22 M&O Tax Rate	\$	0.554753
FY 2021-22 Debt Tax Rate	\$	0.163197
FY 2021-22 Total Tax Rate	\$	0.717950
FY 2021-22 Tax Revenue	\$	3,715,229

* After exemptions, protest loss, TIF recapture(s), and frozen taxes added back.

FY 2021-22 “No New Revenue Tax Rate”	\$0.711493
FY 2021-22 “Voter Approval Tax Rate”	\$0.717950
FY 2021-22 “De Minimus” Tax Rate	\$0.822821

The overall year-to-year increase in property tax value reflects the current growth pattern in the region primarily in part to residential development and increases in the market appraisals by the Johnson County Appraisal District. Protests in property values remain high in comparison to the past two years. Changes in the appraisal process established in the 85th Legislative session also account for differences in appraisal values.

As in 2020, it is expected that growth will continue to increase at an even higher rate than experienced during the last fiscal year. Residential development will continue to increase with the development of new subdivisions, additional phases in existing subdivisions, and commercial development in Joshua Station and Downtown continue to increase at a steady rate.

Sales Taxes

Revenue generated from sales tax is based on a 0.01 tax rate. Sales tax is the second-largest source of revenue for the General Fund. Sales tax for FY2021-22 is projected to be \$1,000,000, an increase of

\$136,065 (15.7%) from FY 2020-21. Sales tax revenues continued to remain high during the COVID period due to a large increase in online sales. Currently, online sales remain steady despite the easing of COVID restrictions.

SUMMARY AND ACKNOWLEDGMENTS

The Proposed Fiscal Year 2021-22 Annual Operating Budget for the City of Joshua has been developed to assure that operating expenses for this budget year are financially sustainable and reflect the priorities established by the City Council. Recurring revenue sources and expenses, as well as projected revenue sources and expenses, have been considered in order to achieve the fundamental purpose of the City, which is to;

- Provide for the safety and security of the community
- Maintain and improve existing infrastructure
- Plan for orderly and responsible growth and sustainability
- Provide responsible fiscal policy

These challenges will be provided by the delivery of high-quality public services efficiently and effectively without increasing tax rates.

In preparing this FY 2021-22 Budget, I would like to acknowledge the valuable contribution and teamwork of the department heads and specifically Joanna McClenny, Alice Holloway, and Amber Bransom, who assisted in the preparation of this budget alongside the City Manager, working as a team.

Respectfully Submitted,

Mike Peacock,
City Manager

CITY OF JOSHUA, TX - FY 2021-2022 STRATEGIC PLAN GOALS

GOAL PRIORITY	GOAL	OBJECTIVE	FYE	FUNDING SOURCE	STATUS	DEPT RESPONSIBILITY
TOP	Drainage System Maintenance	Determine areas of need and establish strategic plan to address drainage needs and plan for continual maintenance for long term solutions.				
	Targeted Economic Development Strategic Plan	Addition of FTE - ED Director to establish new relationships and maintain current; retain existing businesses and bring in new.	2021-2022	Type A, B	TBD - Budgeted FY 2021-2022	CM
		Ongoing regular updates of demographics and available development sites.	2021-2022	Type A, B	Ongoing	CM
		Identify target retailers and developers.	2021-2022	Type A, B	Ongoing	CM
		Create measures for ED success.	2021-2022	Type A, B		CM
	Street Maintenance & Improvements Plan	Determine areas of need and establish strategic plan to address street needs and plan for continual maintenance for long term solutions.		General Admin.	Ongoing	CM/ACM
	Implementation of City Facility Feasability Study		2021-2022	General Admin.	Budgeted FY 2021-2022	CM
	City IT Network System & Security Updates	Full assessment of current state of City systems; determine strategic replacement plan; plan for future growth and technological needs.	2021	General Admin.	Budgeted FY 2021-2022	CM/ACM
	Plan for Economic Development	Create measures for economic development success.	2017	N/A	See above.	ADMIN (CM, EDC)

GOAL PRIORITY	GOAL	OBJECTIVE	FYE	FUNDING SOURCE	STATUS	DEPT RESPONSIBILITY
HIGH	Address Gaps in Street Bond Funding	Address gaps in funding that remain after bond funding has been utilized. Plan strategically to continually close such gaps.				CM/ACM
	Drainage Area Study	Contract services for city-wide drainage study; access and prioritized needs.	2021- 2022			CM/ACM
	Drainage Impact Fee/Utility Fee Study	After the completion of the drainage study, determine the need for drainage impact fees in order to mitigate current and future drainage issues as the city grows.		General Admin.		CM/ACM
	Public Safety Staffing Analysis	Access current staffing needs as it relates to growing population as a result of new residential homes to ensure the safety of the community.		General Admin.		CM/PD

GOAL PRIORITY	GOAL	OBJECTIVE	FYE	FUNDING SOURCE	STATUS	DEPT
LOW	Street Imact Fee Study	Contract services for city-wide Street Imact Fee study; access and prioritized needs.				ACM
	City-wide Cell Service Enhancements	Partner with cell phone provider(s) to improve current cellular service coverage.				CM
	Citywide Internet/Broadband Service	Partner with local providers, incentivize new service coverage areas.				CM
	Downtown Improvements Implementation & Funding	Strategic overview of what has been accomplished and what remains to be accomplished. Stratic planning for funding such improvements.				
		Continue through phases of planned downtown improvements.				
		Stratic planning for funding improvements.				CM
	Employee Benefits Analysis	Conduct employee benefits/compensation analysis. Propose adjustments to remain competitive in the job market.				CM/ACM
	Evaluate Park Impact Fees and Park Land Dedication Requirements	Contract services for Park Imact Fee study and Park Land Dedication processes and procedures; access and prioritized needs.				CM
	Update Parks, Recreation, and Open Space Master Plan	Contract services to update existing Parks, Recreations, and Open Space Master Plan.				CM
	Beautification Projects & Grants	Continually look for grant-funded beautification projects to improve the aesthetics of the City of Joshua.				CM/ACM
Admin = Administration; CM = City Mgr; ACM = Asst. City Mgr; CS = City Secretary; CE = City Engineer; EDC = Economic Development Coordinator; PD = Police Department						



	2019-2020 Audited	2020-2021 Adopted Budget	2020-2021 Amended Budget	As of 7/31/2021	Percent Budget	2021-2022 Proposed Budget	Variance Proposed to Amended	Percentage Increase/Decrease from Proposed to Amended
Tax Revenue								
100-4000 GF Property Tax	\$2,282,130.70	\$2,651,300.00	\$2,653,475.00	\$2,490,955.41	93.88%	\$2,874,580.00	\$221,105.00	8.3%
100-4001 GF Property Tax Penalty	\$0.00	\$15,300.00	\$15,300.00	\$11,273.90	73.69%	\$11,000.00	-\$4,300.00	-28.1%
100-4002 GF Property Tax Interest	\$0.00	\$0.00	\$0.00	\$7,548.16	#DIV/0!	\$7,500.00	\$7,500.00	#DIV/0!
100-4003 City Sales Taxes	\$858,072.85	\$863,935.00	\$863,935.00	\$780,337.09	90.32%	\$1,000,000.00	\$136,065.00	15.7%
100-4005 Mixed Beverage Tax	\$5,603.44	\$6,000.00	\$6,000.00	\$8,656.60	144.28%	\$10,400.00	\$4,400.00	73.3%
100-4006 Franchise Taxes	\$356,533.30	\$371,085.00	\$383,825.00	\$171,340.52	44.64%	\$391,500.00	\$7,675.00	2.0%
Total Tax Revenue	\$3,502,340.29	\$3,907,620.00	\$3,922,535.00	\$3,470,111.68	88.47%	\$4,294,980.00	\$372,445.00	9.5%
Charges for Services								
100-4008 ESD Contract Fee	\$153,000.00	\$153,000.00	\$156,000.00	\$129,980.96	83.32%	\$156,000.00	\$0.00	0.0%
100-4008.02 ESD Incentive	\$9,415.19	\$5,000.00	\$5,000.00	\$7,246.66	144.93%	\$5,000.00	\$0.00	0.0%
100-4102 Rabies Vouchers	\$1,210.00	\$1,000.00	\$1,000.00	\$1,195.00	119.50%	\$1,000.00	\$0.00	0.0%
100-4108 Trash Collection Service Charges	\$335,698.30	\$5,000.00	\$320,000.00	\$280,282.14	0.00%	\$350,000.00	\$30,000.00	9.4%
Total Charges for Services	\$499,323.49	\$164,000.00	\$482,000.00	\$418,704.76	86.87%	\$512,000.00	\$30,000.00	6.2%
Fees								
100-4100 Permits/Fees	\$450,734.99	\$315,000.00	\$315,000.00	\$596,573.06	189.39%	\$650,000.00	\$335,000.00	106.3%
100-4101 Fines/Court Fees	\$62,097.18	\$125,000.00	\$125,000.00	\$105,689.99	84.55%	\$125,000.00	\$0.00	0.0%
100-4105 Gas Well Fees	\$26,700.00	\$30,000.00	\$30,000.00	\$18,400.00	0.00%	\$30,000.00	\$0.00	0.0%
100-4109 Utility Penalties	-\$63.44	\$5,600.00	\$5,600.00	\$1,129.91	20.18%	\$5,600.00	\$0.00	0.0%
100-4110 Utility Admin Fee	\$12,627.73	\$13,215.00	\$13,215.00	\$11,180.41	84.60%	\$13,215.00	\$0.00	0.0%
100-4115 Local Truancy and Prevention	\$1,994.64	\$0.00	\$0.00	\$4,982.35	#DIV/0!	\$6,000.00	\$6,000.00	#DIV/0!
100-4116 Municipal Jury Fund	\$39.84	\$0.00	\$0.00	\$99.53	#DIV/0!	\$0.00	\$0.00	#DIV/0!
100-4117 Time Payment Reimbursement	\$244.00	\$0.00	\$0.00	\$825.57	#DIV/0!	\$0.00	\$0.00	#DIV/0!
Total Fees	\$554,374.94	\$488,815.00	\$488,815.00	\$738,880.82	151.16%	\$829,815.00	\$341,000.00	69.8%
Donations								
100-4200 Fire Dept Donations	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$500.00	\$500.00	#DIV/0!
100-4201 Animal Control Donations	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$500.00	\$500.00	#DIV/0!
100-4202 Police Dept Donations	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$500.00	\$500.00	#DIV/0!
100-4203 General Fund Donations	\$603.00	\$500.00	\$500.00	\$3,410.00	682.00%	\$500.00	\$0.00	0.0%
Total Donations	\$603.00	\$500.00	\$500.00	\$3,410.00	682.00%	\$2,000.00	\$1,500.00	300.0%

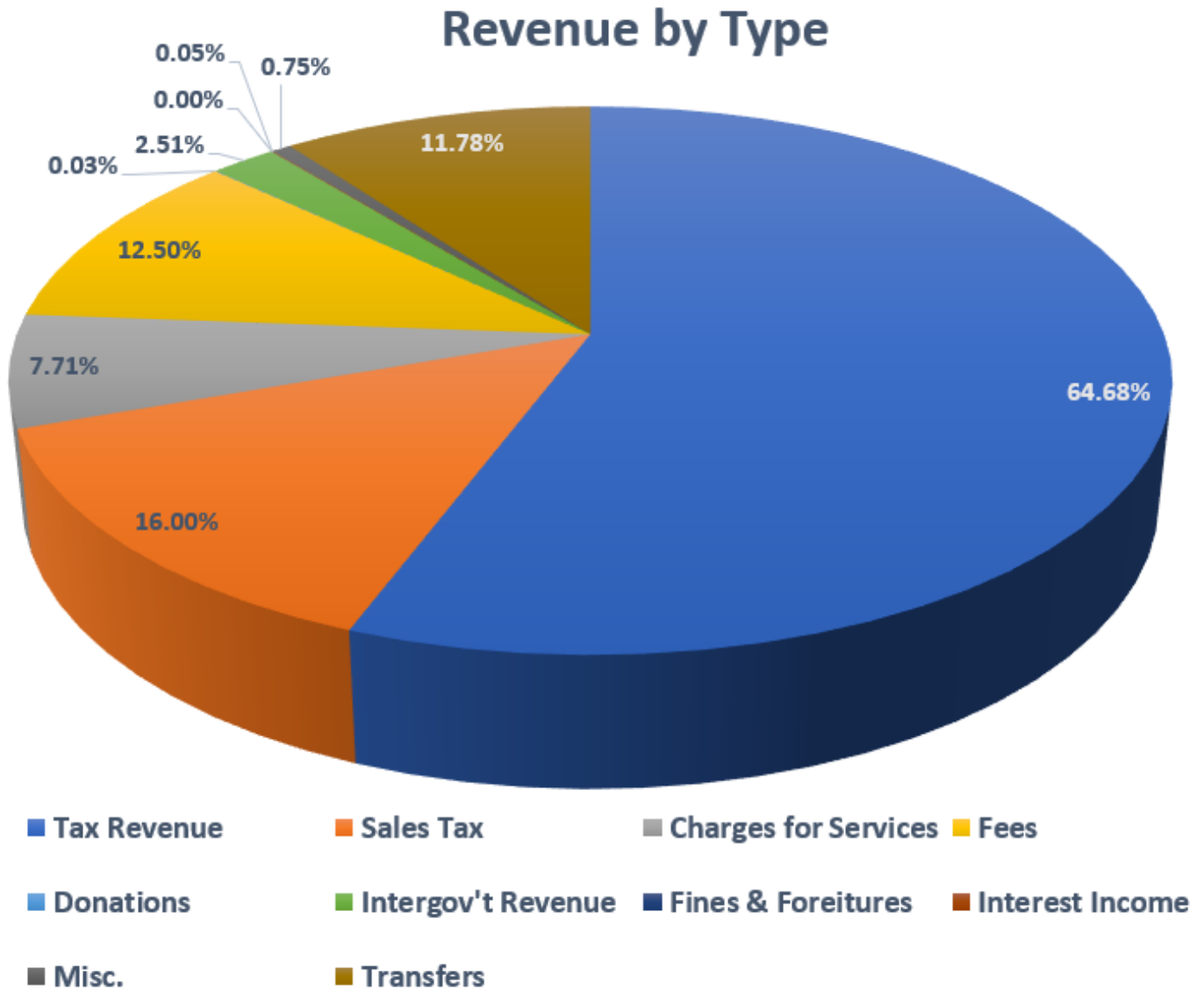


	2019-2020 Audited	2020-2021 Adopted Budget	2020-2021 Amended Budget	As of 7/31/2021	Percent Budget	2021-2022 Proposed Budget	Variance Proposed to Amended	Percentage Increase/Decrease from Proposed to Amended
Intergov't. Revenue								
100-4400 Police Department Grants	\$1,395.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00	#DIV/0!
100-4401 FD Grants	\$8,463.00	\$114,870.00	\$114,870.00	\$2,000.00	1.74%	\$114,870.00	\$0.00	0.0%
100-4404 LEOSE/Continuing Education	\$1,463.01	\$1,500.00	\$1,500.00	\$1,332.30	88.82%	\$1,500.00	\$0.00	0.0%
100-4407 CARES Funding	\$85,668.00	\$0.00	\$0.00	\$342,672.00	0.00%	\$50,000.00	\$50,000.00	0.0%
Total Intergov't Revenue	\$96,989.01	\$116,370.00	\$116,370.00	\$346,004.30	297.33%	\$166,370.00	\$50,000.00	43.0%
Fines & Forfeitures								
PD Forfeiture Fund	\$1,211.12	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	0.0%
Total Fines & Forfeitures	\$1,211.12	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	0.0%
Interest Income								
100-4600 Interest Income	\$3,551.58	\$3,280.00	\$3,280.00	\$68.50	2.09%	\$3,000.00	-\$280.00	-8.5%
100-4601 Interest - Bond Revenue	\$5,971.00	\$0.00	\$0.00	\$0.00		\$0.00		
Total Interest Income	\$9,522.58	\$3,280.00	\$3,280.00	\$68.50	2.09%	\$3,000.00	-\$280.00	-8.5%
Miscellaneous								
100-4901 Misc. Revenue	\$129,966.54	\$81,230.00	\$81,230.00	\$120,148.48	147.91%	\$50,000.00	-\$31,230.00	-38.4%
Total Miscellaneous	\$129,966.54	\$81,230.00	\$81,230.00	\$120,148.48	147.91%	\$50,000.00	-\$31,230.00	-38.4%
Transfers								
100-4917 Transfer from Type A	\$30,000.00	\$30,000.00	\$30,000.00	\$0.00	0.00%	\$55,000.00	\$25,000.00	83.3%
100-4918 Transfer from Type B	\$95,000.00	\$236,715.00	\$236,715.00	\$0.00	0.00%	\$387,200.00	\$150,485.00	63.6%
100-4902 Proceeds from Debt	\$3,755,000.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00	#DIV/0!
Transfer from CIP	\$0.00	\$0.00	\$0.00	\$0.00		\$340,000.00	\$0.00	0.0%
Total Transfers	\$3,880,000.00	\$266,715.00	\$266,715.00	\$0.00	0.00%	\$782,200.00	\$515,485.00	193.3%
Total Revenues	\$8,674,330.97	\$5,028,530.00	\$5,361,445.00	\$5,097,328.54	95.07%	\$6,640,365.00	\$1,278,920.00	23.9%



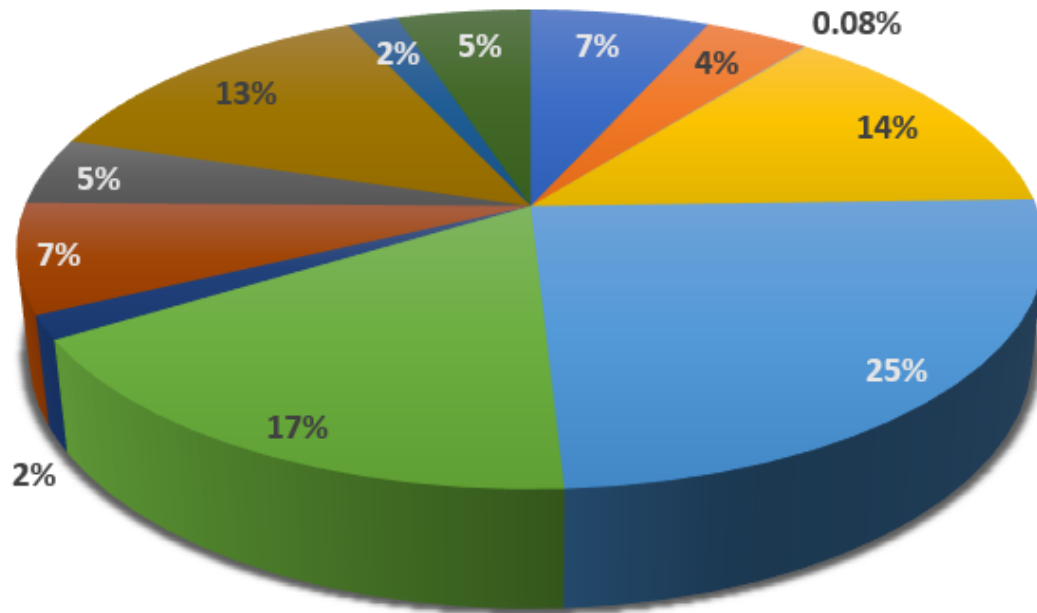
	2019-2020 Audited	2020-2021 Adopted Budget	2020-2021 Amended Budget	As of 7/31/2021	Percent Budget	2021-2022 Proposed Budget	Variance Proposed to Amended	Percentage Increase/Decrease from Proposed to Amended
Expenditures								
Community Service	\$428,851.40	\$433,865.00	\$433,865.00	\$355,139.68	81.85%	\$445,715.00	\$11,850.00	2.7%
Non-Departmental	\$553,558.46	\$1,282,355.00	\$1,282,355.00	\$168,512.49	13.14%	\$257,320.00	-\$1,025,035.00	-79.9%
Mayor/Council	\$338.85	\$3,050.00	\$3,050.00	\$781.25	25.61%	\$5,050.00	\$2,000.00	65.6%
Administration	\$626,588.23	\$682,195.00	\$661,195.00	\$560,601.69	84.79%	\$920,215.00	\$259,020.00	38.0%
Police Department	\$1,119,797.19	\$1,231,030.00	\$1,231,030.00	\$994,479.99	80.78%	\$1,634,005.00	\$402,975.00	32.7%
Public Works Department	\$600,409.45	\$705,145.00	\$705,145.00	\$516,420.35	73.24%	\$1,136,295.00	\$431,150.00	61.1%
Municipal Court	\$97,662.09	\$101,295.00	\$101,295.00	\$82,731.27	81.67%	\$107,550.00	\$6,255.00	6.2%
Development Services	\$528,799.72	\$414,755.00	\$419,755.00	\$320,506.24	76.36%	\$489,375.00	\$69,620.00	16.8%
Animal Control	\$158,762.47	\$177,710.00	\$177,620.00	\$132,018.40	74.33%	\$300,525.00	\$122,905.00	69.2%
Fire Department	\$356,870.90	\$629,180.00	\$649,535.00	\$438,846.78	67.56%	\$885,385.00	\$235,850.00	37.5%
Fire Marshal	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$125,080.00	\$125,080.00	#DIV/0!
Parks Department	\$82,015.27	\$206,715.00	\$206,715.00	\$87,855.60	42.50%	\$333,850.00	\$127,135.00	61.5%
Debt Service	\$133,985.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00	#DIV/0!
Total Operating Expenses	\$4,687,639.03	\$5,867,295.00	\$5,871,560.00	\$3,657,893.74	62.30%	\$6,640,365.00	\$773,070.00	13.2%
Revenue to Expenditure	\$3,986,691.94	-\$838,765.00	-\$510,115.00	\$1,439,434.80	-282.18%	\$0.00	\$510,115.00	-100.0%

Where it Comes from



Where it Goes

Total Expenditures by Department



■ Community Service

■ Administration

■ Municipal Court

■ Fire Dept.

■ Non-Departmental

■ Police Department

■ Development Services

■ Fire Marshal

■ Mayor/Council

■ Public Works

■ Animal Control

■ Parks & Rec.



Community Service Expenses

 Community Service Expenses	2019-2020	2020-2021	2020-2021		Percent	2021-2022	Variance	Increase/Decrease
	Audited	Adopted Budget	Amended Budget	As of 7/31/2021	Budget	Proposed Budget	Proposed to Amended	from Proposed to Amended
100-01-5404 CS Solid Waste Services	\$331,488.78	\$320,000.00	\$320,000.00	\$254,052.31	79.39%	\$329,000.00	\$9,000.00	2.8%
100-01-5711 CS Street Lights	\$43,485.98	\$41,000.00	\$41,000.00	\$55,307.88	134.90%	\$41,000.00	\$0.00	0.0%
100-01-5800 CS Holiday Events	\$8,642.91	\$25,000.00	\$25,000.00	\$6,864.58	27.46%	\$25,000.00	\$0.00	0.0%
100-01-5900 CS JISD Library Operating Expense	\$21,300.00	\$21,265.00	\$21,265.00	\$19,525.00	0.00%	\$21,265.00	\$0.00	0.0%
100-01-5901 CS McPherson House R&M	\$459.50	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00	#DIV/0!
100-01-5902 CS CleTran	\$0.00	\$6,600.00	\$6,600.00	\$0.00	0.00%	\$6,600.00	\$0.00	0.0%
100-01-5903 CS City Cleanup	\$6,525.45	\$5,000.00	\$5,000.00	\$5,462.42	109.25%	\$7,500.00	\$2,500.00	50.0%
100-01-5905 CS Quarterly Newsletter	\$16,598.78	\$15,000.00	\$15,000.00	\$13,927.49	92.85%	\$15,000.00	\$0.00	0.0%
100-01-5906 CS Crud Cruiser	\$350.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$350.00	\$350.00	#DIV/0!
Total Expenses	\$428,851.40	\$433,865.00	\$433,865.00	\$355,139.68	81.85%	\$445,715.00	\$11,850.00	2.7%

 Non Departmental Expenses	2019-2020 Audited	2020-2021 Adopted Budget	2020-2021 Amended Budget	As of 7/31/2021	Percent Budget	2021-2022 Proposed Budget	Variance Proposed to Amended	Percentage Increase/Decrease from Proposed to Amended
100-02-5150 ND Training & Travel	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$1,200.00	\$1,200.00	#DIV/0!
100-02-5160 ND Dues/Memberships	\$4,508.07	\$4,000.00	\$4,000.00	\$4,022.68	100.57%	\$3,000.00	-\$1,000.00	-25.0%
100-02-5402 ND Legal Services	\$74,764.10	\$50,000.00	\$50,000.00	\$39,910.44	79.82%	\$55,000.00	\$5,000.00	10.0%
100-02-5403 ND Ordinance Codification	\$0.00	\$6,200.00	\$6,200.00	\$3,765.00	60.73%	\$10,650.00	\$4,450.00	71.8%
100-02-5420 ND Central Appraisal District	\$40,599.14	\$40,600.00	\$40,600.00	\$32,116.23	79.10%	\$40,600.00	\$0.00	0.0%
100-02-5421 ND County Assessor/Collector	\$5,214.00	\$5,500.00	\$5,500.00	\$5,022.00	91.31%	\$5,500.00	\$0.00	0.0%
100-02-5500 ND Debt Service & Reports	\$3,350.00	\$4,000.00	\$4,000.00	\$3,192.08	79.80%	\$4,000.00	\$0.00	0.0%
100-02-5940 ND Liability Insurance	\$24,363.00	\$25,650.00	\$25,650.00	\$25,248.00	98.43%	\$37,045.00	\$11,395.00	44.4%
100-02-5941 ND Property Insurance	\$27,551.00	\$30,405.00	\$30,405.00	\$27,953.00	91.94%	\$20,680.00	-\$9,725.00	-32.0%
100-02-5942 ND Unrestricted Reserves	\$12,669.91	\$15,000.00	\$15,000.00	\$14,863.17	99.09%	\$15,000.00	\$0.00	0.0%
100-02-5943 ND Technology Replacements	\$4,000.15	\$0.00	\$0.00	\$670.00	#DIV/0!	\$55,645.00	\$55,645.00	#DIV/0!
100-02-5944 ND Website Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$3,000.00	\$3,000.00	#DIV/0!
100-02-5945 ND COVID-19	\$4,084.09	\$0.00	\$0.00	\$11,749.89	#DIV/0!	\$0.00	\$0.00	#DIV/0!
100-02-5946 ND Records Retention	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$6,000.00	\$6,000.00	#DIV/0!
100-02-5979 Transfer to Capital	\$352,455.00	\$1,101,000.00	\$1,101,000.00	\$0.00	0.00%	\$0.00	-\$1,101,000.00	-100.0%
Total Expenses	\$553,558.46	\$1,282,355.00	\$1,282,355.00	\$168,512.49	13.14%	\$257,320.00	-\$1,025,035.00	-79.9%

 Mayor/Council Expenses		2019-2020 Audited	2020-2021 Adopted Budget	2020-2021 Amended Budget	As of 7/31/2021	Percent Budget	2021-2022 Proposed Budget	Variance Proposed to Amended	Percentage Increase/Decrease from Proposed to Amended
100-03-5150 M/C Training & Travel		\$248.00	\$2,000.00	\$2,000.00	\$34.32	1.72%	\$2,000.00	\$0.00	0.00%
100-03-5213 M/C Uniforms		\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$1,050.00	\$1,050.00	#DIV/0!
100-03-5220 M/C Supplies		\$10.00	\$50.00	\$50.00	\$361.65	723.30%	\$500.00	\$450.00	900.00%
100-03-5262 M/C Events & Awards		\$80.85	\$1,000.00	\$1,000.00	\$385.28	38.53%	\$1,500.00	\$500.00	50.00%
Total Expenses		\$338.85	\$3,050.00	\$3,050.00	\$781.25	25.61%	\$5,050.00	\$2,000.00	65.57%



Administration Expenses

	2019-2020 Audited	2020-2021 Adopted Budget	2020-2021 Amended Budget	As of 7/31/2021	Percent Budget	2021-2022 Proposed Budget	Variance Proposed to Amended	Percentage Increase/Decrease from Proposed to Amended
100-04-5110 AD Salaries	\$418,105.67	\$422,160.00	\$363,988.00	\$337,945.59	92.85%	\$472,525.00	\$108,537.00	29.8%
100-04-5112 AD Worker's Comp	\$945.48	\$1,140.00	\$1,140.00	\$1,045.48	91.71%	\$1,375.00	\$235.00	20.6%
100-04-5117 AD Longevity Pay	\$1,820.00	\$2,015.00	\$2,015.00	\$2,012.00	99.85%	\$2,460.00	\$445.00	22.1%
100-04-5120 AD Payroll Taxes	\$6,619.91	\$7,015.00	\$7,015.00	\$4,970.06	70.85%	\$8,400.00	\$1,385.00	19.7%
100-04-5130 AD Benefits	\$38,013.62	\$58,550.00	\$58,550.00	\$34,178.34	58.37%	\$91,775.00	\$33,225.00	56.7%
100-04-5140 AD TMRS	\$21,485.33	\$24,860.00	\$24,860.00	\$19,950.62	80.25%	\$28,930.00	\$4,070.00	16.4%
100-04-5150 AD Training & Travel	\$2,834.68	\$5,000.00	\$5,000.00	\$885.39	17.71%	\$6,500.00	\$1,500.00	30.0%
100-04-5160 AD Dues/Memberships	\$2,730.05	\$3,000.00	\$3,000.00	\$2,601.80	86.73%	\$4,300.00	\$1,300.00	43.3%
100-04-5161 AD Surety Bonds	\$200.00	\$200.00	\$200.00	\$200.00	100.00%	\$200.00	\$0.00	0.0%
100-04-5190 AD Human Resources	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$8,000.00	\$8,000.00	#DIV/0!
100-04-5212 AD Reference Materials	\$0.00	\$500.00	\$500.00	\$270.64	54.13%	\$500.00	\$0.00	0.0%
100-04-5213 AD Uniforms	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$1,000.00	\$1,000.00	#DIV/0!
100-04-5220 AD Office Supplies	\$5,460.28	\$4,150.00	\$4,150.00	\$4,793.45	115.50%	\$5,000.00	\$850.00	20.5%
100-04-5221 AD Printing	\$973.47	\$1,425.00	\$1,425.00	\$780.11	54.74%	\$1,425.00	\$0.00	0.0%
100-04-5222 AD Postage	\$1,023.55	\$1,775.00	\$1,775.00	\$984.16	55.45%	\$1,775.00	\$0.00	0.0%
100-04-5240 AD Election Expenses	\$7,097.07	\$9,000.00	\$9,000.00	\$22,027.11	0.00%	\$6,000.00	-\$3,000.00	0.0%
100-04-5250 AD Office Equip. & Furniture	\$3,498.57	\$7,100.00	\$10,600.00	\$12,667.43	119.50%	\$28,870.00	\$18,270.00	172.4%
100-04-5330 AD Bldg Repair & Maint	\$18,317.39	\$20,000.00	\$53,672.00	\$39,874.11	74.29%	\$20,000.00	-\$33,672.00	-62.7%
100-04-5350 AD Office Equip Repair & Maint	\$9,501.54	\$10,770.00	\$10,770.00	\$7,981.03	74.10%	\$10,770.00	\$0.00	0.0%
100-04-5402 AD IT Services	\$4,795.83	\$6,000.00	\$6,000.00	\$3,544.41	59.07%	\$11,220.00	\$5,220.00	87.0%
100-04-5403 AD Accounting & Audit Expense	\$27,150.00	\$26,000.00	\$26,000.00	\$20,700.00	79.62%	\$26,000.00	\$0.00	0.0%
100-04-5404 AD Contract Services	\$8,345.87	\$6,200.00	\$6,200.00	\$4,234.50	68.30%	\$127,200.00	\$121,000.00	1951.6%
100-04-5410 AD Software Maintenance	\$12,750.00	\$21,265.00	\$21,265.00	\$11,637.50	54.73%	\$11,920.00	-\$9,345.00	-43.9%
100-04-5710 AD Utilities	\$24,589.97	\$30,000.00	\$30,000.00	\$20,369.91	67.90%	\$30,000.00	\$0.00	0.0%
100-04-5750 AD Mobile Technology	\$1,868.83	\$2,570.00	\$2,570.00	\$1,525.71	59.37%	\$2,570.00	\$0.00	0.0%
100-04-5909 AD Miscellaneous	\$1,155.88	\$1,500.00	\$1,500.00	\$677.04	45.14%	\$1,500.00	\$0.00	0.0%
100-04-5931 AD Publishing Legal Notices	\$7,305.24	\$10,000.00	\$10,000.00	\$3,388.50	33.89%	\$10,000.00	\$0.00	0.0%
100-04-5945 AD COVID-19	\$0.00	\$0.00	\$0.00	\$1,356.80	#DIV/0!	\$0.00	\$0.00	#DIV/0!
Total Expenses	\$626,588.23	\$682,195.00	\$661,195.00	\$560,601.69	84.79%	\$920,215.00	\$259,020.00	39.2%



Police Department Expenses

	2019-2020 Audited	2020-2021 Adopted Budget	2020-2021 Amended Budget	As of 7/31/2021	Percent Budget	2021-2022 Proposed Budget	Variance Proposed to Amended	Percentage Increase/Decrease from Proposed to Amended
100-05-5110 PD Salaries	\$722,516.93	\$781,645.00	\$781,645.00	\$633,253.73	81.02%	\$1,059,760.00	\$278,115.00	35.6%
100-05-5111 PD Overtime	\$15,439.98	\$25,000.00	\$25,000.00	\$25,344.99	101.38%	\$27,500.00	\$2,500.00	10.0%
100-05-5112 PD Worker's Compensation	\$18,599.68	\$19,950.00	\$19,950.00	\$14,424.21	72.30%	\$28,420.00	\$8,470.00	42.5%
100-05-5117 PD Longevity Pay	\$2,320.00	\$3,120.00	\$3,120.00	\$3,120.00	100.00%	\$3,905.00	\$785.00	25.2%
100-05-5120 PD Payroll Taxes	\$13,445.25	\$13,905.00	\$13,905.00	\$12,922.36	92.93%	\$18,680.00	\$4,775.00	34.3%
100-05-5130 PD Benefits	\$64,263.91	\$92,010.00	\$92,010.00	\$55,149.39	59.94%	\$137,080.00	\$45,070.00	49.0%
100-05-5140 PD TMRS	\$37,020.56	\$47,455.00	\$47,455.00	\$36,772.41	77.49%	\$60,450.00	\$12,995.00	27.4%
100-05-5150 PD Training & Travel	\$3,904.14	\$12,200.00	\$12,200.00	\$3,185.89	26.11%	\$12,700.00	\$500.00	4.1%
100-05-5160 PD Dues/Memberships	\$594.00	\$1,390.00	\$1,390.00	\$1,231.00	88.56%	\$1,390.00	\$0.00	0.0%
100-05-5161 PD Surety Bonds	\$100.00	\$100.00	\$100.00	\$100.00	100.00%	\$100.00	\$0.00	0.0%
100-05-5180 PD Citizens Police Academy	\$0.00	\$500.00	\$500.00	\$37.93	7.59%	\$500.00	\$0.00	0.0%
100-05-5213 PD Uniforms	\$5,461.17	\$5,200.00	\$5,200.00	\$2,800.27	53.85%	\$6,000.00	\$800.00	15.4%
100-05-5215 PD Law Enforcement Supplies	\$4,266.10	\$3,800.00	\$3,800.00	\$2,661.34	70.04%	\$3,400.00	-\$400.00	-10.5%
100-05-5217 PD Criminal Investigation	\$9,005.36	\$4,000.00	\$4,000.00	\$4,555.91	113.90%	\$4,000.00	\$0.00	0.0%
100-05-5218 PD Awards/Medals/Badges	\$10.00	\$150.00	\$150.00	\$53.98	35.99%	\$150.00	\$0.00	0.0%
100-05-5219 PD Public Relations	\$0.00	\$150.00	\$150.00	\$0.00	0.00%	\$150.00	\$0.00	0.0%
100-05-5220 PD Office Supplies	\$2,741.47	\$2,750.00	\$2,750.00	\$1,903.96	69.23%	\$2,800.00	\$50.00	1.8%
100-05-5222 PD Shipping & Postage	\$947.45	\$500.00	\$500.00	\$449.73	89.95%	\$500.00	\$0.00	0.0%
100-05-5250 PD Equipment and Furniture	\$12,709.06	\$2,000.00	\$2,000.00	\$1,978.85	98.94%	\$2,000.00	\$0.00	0.0%
100-05-5260 PD Vests/Safety Equipment	\$3,729.96	\$3,000.00	\$3,000.00	\$249.14	8.30%	\$5,000.00	\$2,000.00	66.7%
100-05-5310 PD Vehicle Repair & Maint	\$21,971.48	\$12,500.00	\$12,500.00	\$7,392.94	59.14%	\$10,500.00	-\$2,000.00	-16.0%
100-05-5310.01 PD Fuel, Oil & Service	\$19,143.73	\$20,000.00	\$20,000.00	\$18,078.82	90.39%	\$20,500.00	\$500.00	2.5%
100-05-5320 PD Equipment Repair & Maint	\$1,555.87	\$1,000.00	\$1,000.00	\$1,196.15	119.62%	\$1,000.00	\$0.00	0.0%
100-05-5330 PD Bldg Repair & Maint	\$24,856.97	\$25,000.00	\$25,000.00	\$32,519.41	130.08%	\$14,000.00	-\$11,000.00	-44.0%
100-05-5351 PD Copier/Support	\$6,437.08	\$6,500.00	\$6,500.00	\$5,158.42	79.36%	\$6,600.00	\$100.00	1.5%
100-05-5402 PD IT Services	\$5,339.12	\$6,300.00	\$6,300.00	\$4,656.60	73.91%	\$14,280.00	\$7,980.00	126.7%
100-05-5404 PD Contract Services	\$49,731.56	\$71,000.00	\$71,000.00	\$64,284.52	90.54%	\$91,000.00	\$20,000.00	28.2%
100-05-5408 PD Reporting System	\$14,201.48	\$30,000.00	\$30,000.00	\$20,775.70	69.25%	\$25,000.00	-\$5,000.00	-16.7%
100-05-5601 PD Capital Outlay > \$5,000.	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$17,000.00	\$17,000.00	#DIV/0!
100-05-5601 PD Capital Outlay < \$5,000.	\$29,175.00	\$6,600.00	\$6,600.00	\$6,554.78	99.31%	\$6,800.00	\$200.00	3.0%
100-05-5605 PD Lease Payments	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$18,840.00	\$18,840.00	#DIV/0!
100-05-5611 PD Principal Payments	\$8,289.00	\$8,600.00	\$8,000.00	\$8,000.00	100.00%	\$8,920.00	\$920.00	11.5%
100-05-5612 PD Interest Expense	\$1,311.82	\$1,005.00	\$1,605.00	\$1,600.82	99.74%	\$680.00	-\$925.00	-57.6%
100-05-5710 PD Utilities	\$13,494.12	\$15,000.00	\$15,000.00	\$9,631.55	64.21%	\$15,000.00	\$0.00	0.0%
100-05-5750 PD Mobile Technology	\$4,896.98	\$8,300.00	\$8,300.00	\$3,662.83	44.13%	\$9,000.00	\$700.00	8.4%
100-05-5909 PD Miscellaneous	\$373.92	\$400.00	\$400.00	\$199.42	49.86%	\$400.00	\$0.00	0.0%
100-05-5945 PD COVID-19	\$1,944.04	\$0.00	\$0.00	\$10,572.94	#DIV/0!	\$0.00	\$0.00	#DIV/0!
Total Expenses	\$1,119,797.19	\$1,231,030.00	\$1,231,030.00	\$994,479.99	\$ 0.81	\$1,634,005.00	\$402,975.00	33%



Public Works Expenses

	2019-2020 Audited	2020-2021 Adopted Budget	2020-2021 Amended Budget	As of 7/31/2021	Percent Budget	2021-2022 Proposed Budget	Variance Proposed to Amended	Percentage Increase/Decrease from Proposed to Amended
100-06-5110 PW Salaries	\$165,378.56	\$209,165.00	\$209,165.00	\$163,585.96	78.21%	\$262,595.00	\$53,430.00	25.5%
100-06-5111 PW Overtime	\$1,882.67	\$1,800.00	\$1,800.00	\$2,502.47	139.03%	\$1,800.00	\$0.00	0.0%
100-06-5112 PW Worker's Compensation	\$9,573.52	\$11,880.00	\$11,880.00	\$7,713.36	64.93%	\$12,610.00	\$730.00	6.1%
100-06-5117 PW Longevity	\$696.00	\$1,060.00	\$1,060.00	\$1,056.00	99.62%	\$1,265.00	\$205.00	19.3%
100-06-5120 PW Payroll Taxes	\$3,016.97	\$3,940.00	\$3,940.00	\$2,841.67	72.12%	\$5,610.00	\$1,670.00	42.4%
100-06-5130 PW Benefits	\$21,983.09	\$36,805.00	\$36,805.00	\$22,638.66	61.51%	\$55,740.00	\$18,935.00	51.4%
100-06-5140 PW TMRS	\$8,745.04	\$12,425.00	\$12,425.00	\$10,126.07	81.50%	\$16,140.00	\$3,715.00	29.9%
100-06-5150 PW Training & Travel	\$494.92	\$0.00	\$0.00	\$75.00	#DIV/0!	\$1,500.00	\$1,500.00	#DIV/0!
100-06-5213 PW Uniforms	\$4,863.93	\$6,000.00	\$6,000.00	\$5,591.94	93.20%	\$9,000.00	\$3,000.00	50.0%
100-06-5220 PW Office Supplies	\$190.04	\$300.00	\$300.00	\$219.81	73.27%	\$300.00	\$0.00	0.0%
100-06-5261 PW Equipment Rentals	\$913.94	\$1,000.00	\$1,000.00	\$713.54	71.35%	\$1,000.00	\$0.00	0.0%
100-06-5270 PW Street Supplies & Materials	\$152,520.81	\$165,155.00	\$165,155.00	\$126,597.66	76.65%	\$513,055.00	\$347,900.00	210.7%
100-06-5310 PW Vehicle Repair & Maint	\$7,846.65	\$13,000.00	\$13,000.00	\$8,260.56	63.54%	\$7,500.00	-\$5,500.00	-42.3%
100-06-5310.01 PW Fuel, Oil & Service	\$8,949.17	\$15,000.00	\$15,000.00	\$9,674.68	64.50%	\$16,500.00	\$1,500.00	10.0%
100-06-5320 PW Equipment Repair & Maint	\$27,726.83	\$29,000.00	\$29,000.00	\$14,986.23	51.68%	\$25,000.00	-\$4,000.00	-13.8%
100-06-5330 PW Bldg Repair & Maint	\$12,892.81	\$13,000.00	\$13,000.00	\$2,913.48	22.41%	\$13,000.00	\$0.00	0.0%
100-06-5331 PW Sign Repair & Maint	\$7,458.11	\$5,800.00	\$5,800.00	\$9,250.40	159.49%	\$5,800.00	\$0.00	0.0%
100-06-5332 PW Minor Tools	\$418.68	\$500.00	\$500.00	\$335.88	67.18%	\$500.00	\$0.00	0.0%
100-06-5350 PW Office Equip R & M	\$0.00	\$200.00	\$200.00	\$359.97	179.99%	\$1,500.00	\$1,300.00	650.0%
100-06-5402 PW IT Services	\$2,265.08	\$2,050.00	\$2,050.00	\$1,342.92	65.51%	\$2,040.00	-\$10.00	-0.5%
100-06-5404 PW Contract Services	\$16,182.87	\$18,200.00	\$18,200.00	\$2,838.98	15.60%	\$18,200.00	\$0.00	0.0%
100-06-5600 PW Capital Outlay >\$5,000.	\$19,585.00	\$19,885.00	\$19,885.00	\$13,000.00	65.38%	\$0.00	-\$19,885.00	-100.0%
100-06-5601 PW Capital Outlay <\$5,000	\$17,779.00	\$28,300.00	\$28,300.00	\$0.00	0.00%	\$0.00	-\$28,300.00	-100.0%
100-06-5605 PW Lease Payments	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$44,055.00	\$44,055.00	#DIV/0!
100-06-5611 PW Principal Payments	\$86,883.29	\$90,815.00	\$90,690.00	\$90,689.97	100.00%	\$94,980.00	\$4,290.00	4.7%
100-06-5612 PW Interest Expense	\$16,993.29	\$13,065.00	\$13,190.00	\$13,186.61	99.97%	\$8,905.00	-\$4,285.00	-32.5%
100-06-5670 PW Drainage Utility	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$10,000.00	\$10,000.00	#DIV/0!
100-06-5710 PW Building Utilities	\$4,084.42	\$5,000.00	\$5,000.00	\$3,768.05	75.36%	\$5,000.00	\$0.00	0.0%
100-06-5750 PW Mobile Technology	\$1,084.76	\$1,800.00	\$1,800.00	\$1,061.68	58.98%	\$2,700.00	\$900.00	50.0%
100-06-5945 PW COVID-19	\$0.00	\$0.00	\$0.00	\$1,088.80	#DIV/0!	\$0.00	\$0.00	#DIV/0!
Total Expenses	\$600,409.45	\$705,145.00	\$705,145.00	\$516,420.35	73.24%	\$1,136,295.00	\$431,150.00	61.1%



Municipal Court Expenses

	2019-2020 Audited	2020-2021 Adopted Budget	2020-2021 Amended Budget	As of 7/31/2021	Percent Budget	2021-2022 Proposed Budget	Variance Proposed to Amended	Percentage Increase/Decrease from Proposed to Amended
100-07-5110 MC Salaries	\$49,439.66	\$47,525.00	\$47,525.00	\$39,526.47	83.17%	\$50,330.00	\$2,805.00	5.9%
100-07-5111 MC Overtime	\$331.62	\$600.00	\$600.00	\$616.86	102.81%	\$600.00	\$0.00	0.0%
100-07-5112 MC Worker's Comp	\$195.20	\$120.00	\$120.00	\$195.20	162.67%	\$140.00	\$20.00	16.7%
100-07-5117 MC Longevity Pay	\$852.00	\$900.00	\$900.00	\$900.00	100.00%	\$1,185.00	\$285.00	31.7%
100-07-5120 MC Payroll Taxes	\$985.23	\$855.00	\$855.00	\$1,009.90	118.12%	\$1,100.00	\$245.00	28.7%
100-07-5130 MC Benefits	\$5,449.17	\$5,635.00	\$5,635.00	\$4,894.35	86.86%	\$8,550.00	\$2,915.00	51.7%
100-07-5140 MC TMRS	\$2,600.92	\$2,875.00	\$2,875.00	\$2,481.15	86.30%	\$3,175.00	\$300.00	10.4%
100-07-5150 MC Training & Travel	\$962.32	\$2,000.00	\$2,000.00	\$100.00	5.00%	\$2,000.00	\$0.00	0.0%
100-07-5160 MC Dues/Memberships	\$55.00	\$100.00	\$100.00	\$55.00	55.00%	\$100.00	\$0.00	0.0%
100-07-5161 MC Surety Bond	\$100.00	\$200.00	\$200.00	\$100.00	50.00%	\$100.00	-\$100.00	-50.0%
100-07-5220 MC Office Supplies	\$221.35	\$200.00	\$200.00	\$88.29	44.15%	\$200.00	\$0.00	0.0%
100-07-5221 MC Printing	\$0.00	\$650.00	\$650.00	\$547.31	84.20%	\$650.00	\$0.00	0.0%
100-07-5222 MC Postge	\$557.10	\$1,000.00	\$1,000.00	\$411.94	41.19%	\$1,000.00	\$0.00	0.0%
100-07-5350 MC Office Equipment R&M	\$1,913.28	\$2,000.00	\$2,000.00	\$1,617.50	80.88%	\$2,000.00	\$0.00	0.0%
100-07-5401 MC IT Services	\$2,107.88	\$1,235.00	\$1,235.00	\$830.20	67.22%	\$1,020.00	-\$215.00	-17.4%
100-07-5402 MC Legal	\$2,500.00	\$6,000.00	\$6,000.00	\$2,000.00	33.33%	\$6,000.00	\$0.00	0.0%
100-07-5404 MC Judge Contract Service	\$26,400.00	\$26,400.00	\$26,400.00	\$24,218.00	91.73%	\$26,400.00	\$0.00	0.0%
100-07-5410 MC Warrant Collection Fee	\$2,792.00	\$2,000.00	\$2,000.00	\$1,446.00	72.30%	\$2,000.00	\$0.00	0.0%
100-07-5910 MC Warrant Entry Fees	\$199.36	\$1,000.00	\$1,000.00	\$253.55	25.36%	\$1,000.00	\$0.00	0.0%
100-07-5945 MC COVID-19	\$0.00	\$0.00	\$0.00	\$1,439.55	#DIV/0!	\$0.00	\$0.00	#DIV/0!
Total Expenses	\$97,662.09	\$101,295.00	\$101,295.00	\$82,731.27	81.67%	\$107,550.00	\$6,255.00	6.2%



Development Services Expenses

	2019-2020 Audited	2020-2021 Adopted Budget	2020-2021 Amended Budget	As of 7/31/2021	Percent Budget	2021-2022 Proposed Budget	Variance Proposed to Amended	Percentage Increase/Decrease from Proposed to Amended
100-08-5110 DS Salaries	\$170,377.49	\$170,835.00	\$170,835.00	\$129,749.85	75.95%	\$202,885.00	\$32,050.00	18.8%
100-08-5111 DS Overtime	\$223.32	\$500.00	\$500.00	\$392.28	78.46%	\$500.00	\$0.00	0.0%
100-08-5112 DS Worker's Comp	\$525.16	\$745.00	\$745.00	\$675.16	90.63%	\$1,015.00	\$270.00	36.2%
100-08-5117 DS Longevity Pay	\$444.00	\$690.00	\$690.00	\$688.00	99.71%	\$855.00	\$165.00	23.9%
100-08-5120 DS Payroll Taxes	\$2,651.54	\$3,075.00	\$3,075.00	\$1,529.20	49.73%	\$3,720.00	\$645.00	21.0%
100-08-5130 DS Benefits	\$19,771.48	\$24,540.00	\$24,540.00	\$15,698.60	63.97%	\$33,640.00	\$9,100.00	37.1%
100-08-5140 DS TMRs	\$8,757.89	\$10,085.00	\$10,085.00	\$7,913.36	78.47%	\$12,440.00	\$2,355.00	23.4%
100-08-5150 DS Training & Travel	\$420.00	\$4,800.00	\$4,800.00	\$333.28	6.94%	\$4,800.00	\$0.00	0.0%
100-08-5160 DS Dues/Memberships	\$277.80	\$300.00	\$300.00	\$0.00	0.00%	\$300.00	\$0.00	0.0%
100-08-5161 DS Surety Bonds	\$200.00	\$200.00	\$200.00	\$200.00	100.00%	\$300.00	\$100.00	50.0%
100-08-5213 DS Uniforms	\$243.54	\$500.00	\$500.00	\$0.00	0.00%	\$1,000.00	\$500.00	100.0%
100-08-5220 DS Office Supplies	\$244.17	\$900.00	\$900.00	\$238.87	26.54%	\$900.00	\$0.00	0.0%
100-08-5221 DS Printing	\$443.95	\$700.00	\$700.00	\$988.92	141.27%	\$1,500.00	\$800.00	114.3%
100-08-5222 DS Postage	\$393.87	\$400.00	\$400.00	\$274.56	68.64%	\$400.00	\$0.00	0.0%
100-08-5250 DS Office Equipment & Furniture	\$2,126.57	\$1,400.00	\$1,400.00	\$3,895.20	278.23%	\$1,400.00	\$0.00	0.0%
100-08-5310 DS Vehicle R&M	\$49.16	\$1,500.00	\$1,500.00	\$125.56	8.37%	\$500.00	-\$1,000.00	-66.7%
100-08-5310.01 DS Fuel, Oil & Service	\$1,071.25	\$500.00	\$500.00	\$504.65	100.93%	\$1,500.00	\$1,000.00	200.0%
100-08-5330 DS Building R&M	\$956.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$22,200.00	\$22,200.00	#DIV/0!
100-08-5402 DS IT Services	\$3,336.27	\$1,285.00	\$1,285.00	\$982.55	76.46%	\$3,060.00	\$1,775.00	138.1%
100-08-5403 DS Permits Software	\$6,300.00	\$6,615.00	\$6,615.00	\$6,615.00	100.00%	\$3,860.00	-\$2,755.00	-41.6%
100-08-5404 DS Contract Services	\$3,908.00	\$2,500.00	\$2,500.00	\$4,882.00	195.28%	\$2,500.00	\$0.00	0.0%
100-08-5406 DS Nuisance Abatement	\$900.00	\$2,000.00	\$2,000.00	\$500.00	25.00%	\$0.00	-\$2,000.00	-100.0%
100-08-5600 DS Capital Outlay >\$5,000	\$0.00	\$5,000.00	\$5,000.00	\$0.00	0.00%	\$0.00	-\$5,000.00	-100.0%
100-08-5605 DS Lease Payments	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$5,665.00	\$5,665.00	#DIV/0!
100-08-5710 DS Utilities	\$458.66	\$0.00	\$0.00	\$0.00	#DIV/0!	\$3,800.00	\$3,800.00	#DIV/0!
100-08-5750 DS Mobile Technology	\$971.99	\$1,060.00	\$1,060.00	\$776.49	73.25%	\$1,510.00	\$450.00	42.5%
100-08-5910 DS Property Liens	\$0.00	\$500.00	\$500.00	\$0.00	0.00%	\$0.00	-\$500.00	-100.0%
100-08-5932 DS Engineering Services	\$205,676.11	\$96,370.00	\$96,370.00	\$88,892.88	92.24%	\$96,370.00	\$0.00	0.0%
100-08-5933 DS Planning	\$72,071.50	\$52,755.00	\$52,755.00	\$23,468.05	44.48%	\$52,755.00	\$0.00	0.0%
100-08-5934 DS Gas Well Inspections	\$26,000.00	\$30,000.00	\$30,000.00	\$26,000.00	86.67%	\$30,000.00	\$0.00	0.0%
100-08-5945 DS COVID-19	\$0.00	\$0.00	\$0.00	\$5,181.78	#DIV/0!	\$0.00	\$0.00	#DIV/0!
Total Expenses	\$528,799.72	\$419,755.00	\$419,755.00	\$320,506.24	76.36%	\$489,375.00	\$69,620.00	16.6%



Animal Control Expenses

	2019-2020 Audited	2020-2021 Adopted Budget	2020-2021 Amended Budget	As of 7/31/2021	Percent Budget	2021-2022 Proposed Budget	Variance Proposed to Amended	Percentage Increase/Decrease from Proposed to Amended
100-09-5110 AC Salaries	\$79,170.36	\$80,530.00	\$80,530.00	\$67,516.53	83.84%	\$94,760.00	\$14,230.00	17.7%
100-09-5111 AC Overtime	\$3,457.82	\$2,000.00	\$2,000.00	\$725.61	36.28%	\$2,000.00	\$0.00	0.0%
100-09-5112 AC Worker's Comp	\$2,675.12	\$2,990.00	\$2,900.00	\$2,795.12	96.38%	\$4,075.00	\$1,175.00	40.5%
100-09-5117 AC Longevity Pay	\$1,152.00	\$1,250.00	\$1,250.00	\$1,248.00	99.84%	\$995.00	-\$255.00	-20.4%
100-09-5120 AC Payroll Taxes	\$1,493.39	\$1,650.00	\$1,650.00	\$1,237.66	75.01%	\$2,175.00	\$525.00	31.8%
100-09-5130 AC Benefits	\$10,926.54	\$12,770.00	\$12,770.00	\$8,156.30	63.87%	\$17,590.00	\$4,820.00	37.7%
100-09-5140 AC TMRS	\$4,349.53	\$4,720.00	\$4,720.00	\$4,139.54	87.70%	\$5,720.00	\$1,000.00	21.2%
100-09-5150 AC Training & Travel	\$2,465.28	\$3,125.00	\$3,125.00	\$1,542.76	49.37%	\$3,125.00	\$0.00	0.0%
100-09-5160 AC Dues/Memberships	\$100.00	\$100.00	\$100.00	\$100.00	100.00%	\$100.00	\$0.00	0.0%
100-09-5161 AC Surety Bond	\$100.00	\$300.00	\$300.00	\$0.00	0.00%	\$300.00	\$0.00	0.0%
100-09-5213 AC Uniforms	\$675.58	\$1,050.00	\$1,050.00	\$753.48	71.76%	\$1,500.00	\$450.00	42.9%
100-09-5220 AC Office Supplies	\$661.02	\$750.00	\$750.00	\$662.28	88.30%	\$750.00	\$0.00	0.0%
100-09-5222 AC Postage	\$461.55	\$550.00	\$550.00	\$593.05	107.83%	\$550.00	\$0.00	0.0%
100-09-5250 AC Office Equip & Furniture	\$1,656.60	\$200.00	\$200.00	\$568.99	284.50%	\$7,745.00	\$7,545.00	3772.5%
100-09-5280 AC Micro Chips	\$1,590.00	\$1,600.00	\$1,600.00	\$795.00	49.69%	\$1,600.00	\$0.00	0.0%
100-09-5282 AC Medical Supplies	\$3,471.47	\$5,825.00	\$5,825.00	\$3,163.22	54.30%	\$5,825.00	\$0.00	0.0%
100-09-5284 AC Rabies Vouchers	\$150.00	\$400.00	\$400.00	\$120.00	30.00%	\$400.00	\$0.00	0.0%
100-09-5310 AC Vehicle R&M	\$539.01	\$8,000.00	\$8,000.00	\$665.16	8.31%	\$3,510.00	-\$4,490.00	-56.1%
100-09-5310.01 AC Fuel, Oil & Service	\$1,430.87	\$2,000.00	\$2,000.00	\$1,122.18	56.11%	\$2,000.00	\$0.00	0.0%
100-09-5330 AC Building R&M	\$17,669.97	\$19,000.00	\$19,000.00	\$16,039.21	84.42%	\$115,725.00	\$96,725.00	509.1%
100-09-5330.01 AC Animal Food	\$3,571.81	\$3,000.00	\$3,000.00	\$3,175.78	105.86%	\$3,000.00	\$0.00	0.0%
100-09-5350 AC Office Equipment R&M	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$1,820.00	\$1,820.00	#DIV/0!
100-09-5402 AC IT Services	\$3,754.68	\$4,200.00	\$4,200.00	\$3,100.40	73.82%	\$3,060.00	-\$1,140.00	-27.1%
100-09-5404 AC Contract Services	\$2,701.80	\$2,500.00	\$2,500.00	\$2,057.70	82.31%	\$2,500.00	\$0.00	0.0%
100-09-5408 AC Professional Services	\$1,147.46	\$3,500.00	\$3,500.00	\$1,110.87	31.74%	\$3,500.00	\$0.00	0.0%
100-09-5710 AC Utilities	\$12,190.45	\$14,500.00	\$14,500.00	\$9,236.76	63.70%	\$14,500.00	\$0.00	0.0%
100-09-5750 AC Mobile Technology	\$1,200.16	\$1,200.00	\$1,200.00	\$738.56	61.55%	\$1,700.00	\$500.00	41.7%
100-09-5945 AC COVID-19	\$0.00	\$0.00	\$0.00	\$654.24	#DIV/0!	\$0.00	\$0.00	#DIV/0!
Total Expenses	\$158,762.47	\$177,710.00	\$177,620.00	\$132,018.40	74.33%	\$300,525.00	\$122,905.00	69.2%



Fire Dept. Expenses

	2019-2020 Audited	2020-2021 Adopted Budget	2020-2021 Amended Budget	As of 7/31/2021	Percent Budget	2021-2022 Proposed Budget	Variance Proposed to Amended	Percentage Increase/Decrease from Proposed to Amended
100-10-5110 FD Salaries	\$143,381.29	\$294,700.00	\$309,100.00	\$221,424.00	71.64%	\$302,125.00	-\$6,975.00	-2.3%
100-10-5111 FD Overtime	\$0.00	\$0.00	\$0.00	\$2,890.80	#DIV/0!	\$10,000.00	\$10,000.00	#DIV/0!
100-10-5112 FD Worker's Comp	\$10,553.84	\$18,485.00	\$18,485.00	\$10,797.84	58.41%	\$20,285.00	\$1,800.00	9.7%
100-10-5113 FD P/T Salaries	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$75,000.00	\$75,000.00	#DIV/0!
100-10-5117 FD Longevity Pay	\$284.00	\$405.00	\$405.00	\$404.00	99.75%	\$720.00	\$315.00	77.8%
100-10-5120 FD Payroll Taxes	\$2,402.40	\$5,145.00	\$5,135.00	\$3,435.39	66.90%	\$5,930.00	\$795.00	15.5%
100-10-5130 FD Benefits	\$5,533.83	\$30,670.00	\$30,670.00	\$11,931.87	38.90%	\$79,045.00	\$48,375.00	157.7%
100-10-5140 FD TMRS	\$7,105.28	\$17,295.00	\$17,260.00	\$13,181.51	76.37%	\$19,055.00	\$1,795.00	10.4%
100-10-5150 FD Training & Travel	\$1,341.20	\$15,150.00	\$15,150.00	\$4,077.07	26.91%	\$14,000.00	-\$1,150.00	-7.6%
100-10-5160 FD Dues & Subscriptions	\$4,664.18	\$6,130.00	\$6,130.00	\$4,108.24	67.02%	\$3,870.00	-\$2,260.00	-36.9%
100-10-5180 FD Incentive	\$14,608.76	\$28,000.00	\$28,000.00	\$18,084.35	64.59%	\$28,000.00	\$0.00	0.0%
100-10-5181 FD Staff Immunizations	\$770.00	\$3,000.00	\$3,000.00	\$3,025.00	100.83%	\$4,500.00	\$1,500.00	50.0%
100-10-5182 FD Insurance (VFIS)	\$4,908.00	\$7,000.00	\$7,000.00	\$4,908.00	70.11%	\$7,000.00	\$0.00	0.0%
100-10-5213 FD Uniforms	\$3,607.35	\$6,000.00	\$6,000.00	\$8,416.01	140.27%	\$6,000.00	\$0.00	0.0%
100-10-5218 FD Awards	\$872.58	\$1,500.00	\$1,500.00	\$882.69	58.85%	\$1,500.00	\$0.00	0.0%
100-10-5220 FD Office Supplies	\$1,282.53	\$1,500.00	\$1,500.00	\$1,083.91	72.26%	\$1,500.00	\$0.00	0.0%
100-10-5222 FD Postage	\$19.77	\$100.00	\$100.00	\$322.96	322.96%	\$300.00	\$200.00	200.0%
100-10-5262 FD Equipment	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$31,275.00	\$31,275.00	#DIV/0!
100-10-5264 FD Radios & Mics	\$0.00	\$1,000.00	\$1,000.00	\$0.00	0.00%	\$1,000.00	\$0.00	0.0%
100-10-5285 FD Code Enforcement	\$0.00	\$0.00	\$6,000.00	\$1,761.31	29.36%	\$0.00		
100-10-5290 FD Fire Fighting Supplies	\$11,099.69	\$5,000.00	\$10,000.00	\$3,357.11	33.57%	\$7,000.00	-\$3,000.00	-30.0%
100-10-5291 FD EMS Supplies	\$2,635.67	\$10,000.00	\$5,000.00	\$10,219.14	204.38%	\$10,000.00	\$5,000.00	100.0%
100-10-5293 FD Personal Protective Equip	\$24,532.82	\$29,000.00	\$29,000.00	\$309.00	1.07%	\$20,000.00	-\$9,000.00	-31.0%
100-10-5296 FD Fire Prevention Program	\$0.00	\$2,000.00	\$2,000.00	\$317.53	15.88%	\$0.00	-\$2,000.00	-100.0%
100-10-5310 FD Vehicle R&M	\$21,314.47	\$25,000.00	\$25,000.00	\$18,902.70	75.61%	\$22,000.00	-\$3,000.00	-12.0%
100-10-5310.01 FD Fuel, Oil & Service	\$5,836.57	\$9,000.00	\$9,000.00	\$6,918.79	76.88%	\$12,000.00		
100-10-5320 FD Equip Repair & Maint	\$1,989.97	\$18,545.00	\$18,545.00	\$11,119.05	59.96%	\$14,000.00	-\$4,545.00	-24.5%
100-10-5330 FD Building R&M	\$10,671.92	\$12,865.00	\$12,865.00	\$12,225.44	95.03%	\$22,080.00	\$9,215.00	71.6%
100-10-5350 FD Office Equipment R&M	\$2,641.83	\$8,295.00	\$8,295.00	\$6,200.32	74.75%	\$6,000.00	-\$2,295.00	-27.7%
100-10-5402 FD IT Services	\$5,427.72	\$5,000.00	\$5,000.00	\$4,520.27	90.41%	\$11,220.00	\$6,220.00	124.4%
100-10-5404 FD Contract Services	\$16,384.10	\$18,655.00	\$18,655.00	\$14,360.00	76.98%	\$24,380.00	\$5,725.00	30.7%
100-10-5605 FD Lease Payments	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$72,250.00	\$72,250.00	#DIV/0!
100-10-5611 FD Principal Payments	\$11,811.29	0	0	\$0.00	#DIV/0!	\$0.00	\$0.00	#DIV/0!
100-10-5612 FD Interest Expense	\$471.23	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00	#DIV/0!
100-10-5710 FD Utilities	\$25,209.20	\$28,500.00	\$28,500.00	\$21,106.29	74.06%	\$28,500.00	\$0.00	0.0%
100-10-5750 FD Mobile Technology	\$5,780.24	\$5,900.00	\$5,900.00	\$4,223.37	71.58%	\$5,900.00	\$0.00	0.0%
100-10-5908 FD Emergency Management	\$10,302.15	\$14,840.00	\$14,840.00	\$13,992.95	94.29%	\$18,450.00	\$3,610.00	24.3%
100-10-5909 FD Miscellaneous	\$307.71	\$500.00	\$500.00	\$339.87	\$0.68	\$500.00	\$0.00	0.0%
Total Expenses	\$357,751.59	\$629,180.00	\$649,535.00	\$438,846.78	67.56%	\$885,385.00	\$235,850.00	36.3%



Fire Marshal Expenses

2019-2020 Audited

2020-2021
Adopted
Budget

2020-2021
Amended
Budget

As of 7/31/2021

Percent
Budget

2021-2022
Proposed
Budget

Variance
Proposed to
Amended

Percentage
Increase/Decrease
from Proposed to
Amended

100-12-5110 FM Salaries	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$75,195.00	\$75,195.00	#DIV/0!
100-12-5111 FM Overtime	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$2,000.00	\$2,000.00	#DIV/0!
100-12-5112 FM Worker's Comp	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$3,905.00	\$3,905.00	#DIV/0!
100-12-5113 FM P/T Salaries	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	#DIV/0!
100-12-5117 FM Longevity Pay	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$475.00	\$475.00	#DIV/0!
100-12-5120 FM Payroll Taxes	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$1,505.00	\$1,505.00	#DIV/0!
100-12-5130 FM Benefits	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$12,100.00	\$12,100.00	#DIV/0!
100-12-5140 FM TMRS	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$4,730.00	\$4,730.00	#DIV/0!
100-12-5150 FM Training & Travel	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$4,000.00	\$4,000.00	#DIV/0!
100-12-5160 FM Dues & Subscriptions	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$2,130.00	\$2,130.00	#DIV/0!
100-12-5215 FM Law Enforcement Supplies	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$5,000.00	\$5,000.00	#DIV/0!
100-12-5217 FM Fire Investigations	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$1,000.00	\$1,000.00	#DIV/0!
100-12-5285 FM Code Enforcement	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$5,000.00		
100-12-5296 FM Fire Prevention Program	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$2,000.00	\$2,000.00	#DIV/0!
100-12-5403 FM Code Enforcement Software	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$2,760.00	\$2,760.00	#DIV/0!
100-12-5406 FM Nuisance Abatement	\$0.00	\$0.00	\$0.00	0	#DIV/0!	\$2,000.00		
100-12-5750 FM Mobile Technology	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$780.00	\$780.00	#DIV/0!
100-12-5910 FM Property Liens	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$500.00	\$500.00	#DIV/0!
Total Expenses	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$125,080.00	\$125,080.00	#DIV/0!



Parks Depart. Expenses

2019-2020 Audited

**2020-2021
Adopted
Budget**

**2020-2021
Amended
Budget**

**As of
7/31/2021**

**Percent
Budget**

**2021-2022
Proposed
Budget**

**Variance
Proposed to
Amended**

**Percentage
Increase/Decrease
from Proposed to
Amended**

100-11-5110 PK Salaries	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$134,745.00	\$134,745.00	#DIV/0!
100-11-5111 PK Overtime	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!		#VALUE!	#VALUE!
100-11-5112 PK Worker's Comp	\$0.00	\$0.00	\$0.00	\$342.68	#DIV/0!	\$2,630.00	\$2,630.00	#DIV/0!
100-11-5117 PK Longevity Pay	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$545.00	\$545.00	#DIV/0!
100-11-5120 PK Payroll Taxes	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$6,375.00	\$6,375.00	#DIV/0!
100-11-5130 PK Benefits	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$29,625.00	\$29,625.00	#DIV/0!
100-11-5140 PK TMRS	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$8,310.00	\$8,310.00	#DIV/0!
100-11-5213 PK Uniforms	\$973.37	\$1,500.00	\$1,500.00	\$1,471.62	98.11%	\$2,250.00	\$750.00	50.0%
100-11-5220 PK Office Supplies	\$89.05	\$150.00	\$150.00	\$40.93	27.29%	\$150.00	\$0.00	0.0%
100-11-5270 PK Parks Supplies & Materials	\$13,588.11	\$12,000.00	\$12,000.00	\$12,534.90	104.46%	\$12,000.00	\$0.00	0.0%
100-11-5275 PK Field Supplies & Materials	\$1,647.05	\$4,000.00	\$4,000.00	\$0.00	0.00%	\$4,000.00	\$0.00	0.0%
100-11-5310 PK Vehicle Repair & Maint	\$522.16	\$1,000.00	\$1,000.00	\$55.52	5.55%	\$1,000.00	\$0.00	0.0%
100-11-5310.01 PK Fuel, Oil & Service	\$1,643.39	\$2,500.00	\$2,500.00	\$1,526.93	61.08%	\$2,500.00	\$0.00	0.0%
100-11-5320 PK Equipment R&M	\$1,433.77	\$1,500.00	\$1,500.00	\$1,888.03	125.87%	\$1,500.00	\$0.00	0.0%
100-11-5330 PK Building R&M	\$1,063.31	\$6,000.00	\$6,000.00	\$948.03	15.80%	\$6,000.00	\$0.00	0.0%
100-11-5331 PK Minor Tools	\$0.00	\$250.00	\$250.00	\$173.13	69.25%	\$250.00	\$0.00	0.0%
100-11-5335 PK Dept Building R&M	\$1,199.45	\$1,000.00	\$1,000.00	\$1,352.12	135.21%	\$1,000.00	\$0.00	0.0%
100-11-5340 PK Irrigation R&M	\$29,509.44	\$3,000.00	\$3,000.00	\$5,819.51	193.98%	\$7,500.00	\$4,500.00	150.0%
100-11-5402 PK IT Services	\$28.80	\$300.00	\$300.00	\$21.60	7.20%	\$2,040.00	\$1,740.00	580.0%
100-11-5600 PK Capital Outlay >\$5,000.	\$0.00	\$72,395.00	\$72,395.00	\$24,814.62	34.28%	\$23,900.00	-\$48,495.00	-67.0%
100-11-5601 PK Capital Outlay <\$5,000.	\$0.00	\$13,590.00	\$13,590.00	\$0.00	0.00%	\$0.00	-\$13,590.00	-100.0%
100-11-5710 PK Dept Utilities	\$4,443.14	\$6,000.00	\$6,000.00	\$3,328.53	55.48%	\$6,000.00	\$0.00	0.0%
100-11-5715 PK Park Utilities	\$25,089.33	\$80,000.00	\$80,000.00	\$33,151.18	41.44%	\$80,000.00	\$0.00	0.0%
100-11-5720 PK Gas	\$0.00	\$600.00	\$600.00	\$0.00	0.00%	\$600.00	\$0.00	0.0%
100-11-5750 PK Mobile Technology	\$784.90	\$930.00	\$930.00	\$386.27	\$0.42	\$930.00	\$0.00	0.0%
Total Expenses	\$82,015.27	\$206,715.00	\$206,715.00	\$87,855.60	42.50%	\$333,850.00	\$127,135.00	61.5%



TYPE A ECONOMIC DEVELOPMENT
Proposed Budget for Fiscal Year 10/1/2021 - 9/30/2022

	2019-2020 Audited	2020-2021 Adopted Budget	2020-2021 Amended Budget	As of 7/31/2021	2021-2022 Proposed Budget	Variance Proposed to Amended
REVENUES						
Type A Sales Tax	\$425,526	\$431,970	\$431,970	\$387,187	\$500,000	\$68,030
Miscellaneous Revenue	\$851	\$0	\$0	\$798,961	\$0	\$0
Interest Income	\$1,730	\$1,000	\$1,000	\$34	\$1,000	\$0
TOTAL REVENUES	\$428,107	\$432,970	\$432,970	\$1,186,182	\$501,000	\$68,030
EXPENDITURES						
Joshua Station Development						
Joshua Station Development	\$9,850	\$0	\$0	\$51,657	\$0	\$0
Joshua Station Utilities & Maintenance	\$6,436	\$10,000	\$10,000	\$12,375	\$20,000	\$10,000
Capital Outlay	\$0	\$0	\$0	\$0		
Debt Service	\$220,727	\$137,270	\$137,270	\$137,271	\$140,159	\$2,889
	\$237,013	\$147,270	\$147,270	\$201,303	\$160,159	\$12,889
Expand Business						
Downtown Infrastructure Revitalization	\$23,000	\$0	\$0	\$0	\$210,000	\$210,000
Advertisement	\$0	\$30,000	\$10,000	\$0	\$10,000	\$0
	\$23,000	\$30,000	\$10,000	\$0	\$220,000	\$210,000
Administrative						
Director of Economic Dev.					\$45,000	\$45,000
Administrative	\$4,839	\$0	\$0	\$9,601	\$9,601	\$9,601
	\$4,839	\$0	\$0	\$9,601	\$54,601	\$54,601
Transfers						
Transfer to General Fund	\$30,000	\$30,000	\$30,000	\$0	\$55,000	\$25,000
Transfer to Capital Improvement Fund	\$150,000	\$300,000	\$300,000	\$0	\$150,000	(\$150,000)
	\$180,000	\$330,000	\$330,000	\$0	\$205,000	-\$125,000
TOTAL EXPENDITURES	\$444,852	\$507,270	\$487,270	\$210,904	\$639,760	\$152,490
REV OVER (UNDER) EXP	(\$16,745)	(\$74,300)	(\$54,300)	\$975,277	(\$138,760)	(\$84,460)



TYPE B ECONOMIC DEVELOPMENT AND PARKS FUND
Proposed Budget for Fiscal Year 10/1/2021 to 9/30/2022

	2019-2020 Audited	2020-2021 Adopted Budget	2020-2021 Amended Budget	As of 7/31/2021	2021-2022 Proposed Budget	Variance Proposed to Amended
REVENUES						
Type B Sales Tax	\$425,526	\$431,970	\$431,970	\$387,187	\$500,000	\$68,030
Interest Income	\$974	\$1,000	\$1,000	\$51	\$1,000	\$0
Pavillion Rental Fees	\$250	\$0	\$1,000	\$635	\$1,000	\$0
Miscellaneous Revenue	\$2,534	\$0	\$2,000	\$0	\$2,000	\$0
JBA Use Fees	\$9,168	\$2,000	\$0	\$13,061	\$10,000	\$10,000
TOTAL REVENUE	\$438,452	\$434,970	\$435,970	\$400,934	\$514,000	\$78,030
EXPENDITURES						
Business Development						
Banners for Entryway Signs	\$483	\$0	\$0	\$0	\$1,000	\$1,000
Economic Development Salary	\$9,500	\$19,000	\$19,000	\$9,500	\$45,000	\$26,000
Advertisement	\$0	\$0	\$0	\$0	\$10,000	\$10,000
	\$9,983	\$19,000	\$19,000	\$9,500	\$56,000	\$37,000
Transfers						
Transfer to General Fund	\$95,000	\$236,715	\$236,715	\$0	\$379,165	\$142,450
Transfer to Debt Service	\$150,000	\$154,790	\$154,790	\$0	\$0	(\$154,790)
	\$245,000	\$391,505	\$391,505	\$0	\$379,165	-\$12,340
Administrative						
Administrative	\$3,685	\$5,000	\$5,000	\$2,055	\$5,000	\$0
	\$3,685	\$5,000	\$5,000	\$2,055	\$5,000	\$0
TOTAL EXPENDITURES	\$258,668	\$415,505	\$415,505	\$11,555	\$440,165	\$24,660
REV OVER (UNDER) EXP	\$179,784	\$19,465	\$20,465	\$389,379	\$73,835	\$53,370



Municipal Court Security
Proposed Budget for Fiscal Year 10/1/2021 - 9/30/2022

	2019-2020 Audited	2020-2021 Adopted Budget	2020-2021 Amended Budget	As of 7/31/2021	2021-2022 Proposed Budget	Variance Proposed to Amended
<u>REVENUES</u>						
Municipal Court Security Fees	\$3,241	\$2,500	\$2,500	\$5,190	\$5,200	\$0
TOTAL REVENUES	\$3,241	\$2,500	\$2,500	\$5,190	\$5,200	\$0
<u>EXPENDITURES</u>						
Court Bailiff	\$ -	\$3,000	\$3,000	\$0	\$3,000	\$0
TOTAL EXPENDITURES	\$ -	\$3,000	\$3,000	\$0	\$3,000	\$0
REV OVER (UNDER) EXP	\$3,241	-\$500	-\$500	\$5,190	\$2,200	\$0



MUNICIPAL COURT TECHNOLOGY FUND
Proposed Budget for Fiscal Year 10/1/2021 - 9/30/2022

	2019-2020 Audited	2020-2021 Adopted Budget	2020-2021 Amended Budget	As of 7/31/2021	2021-2022 Proposed Budget	Variance Adopted to Amended
REVENUES						
Municipal Court Technology Fees	\$3,310	\$3,000	\$3,000	\$4,396	\$4,500	(\$1,500)
TOTAL REVENUES	\$3,310	\$3,000	\$3,000	\$4,396	\$4,500	(\$1,500)
Municipal Court Software Support	3387.5	\$3,500	\$3,400	\$3,532	\$3,260	\$140
TOTAL EXPENDITURES	\$3,388	\$3,500	\$3,400	\$3,532	\$3,260	\$140
REV OVER (UNDER) EXP	(\$77)	(\$500)	(\$400)	\$864	\$1,240	-\$1,640



HOTEL OCCUPANCY TAX FUND
Proposed Budget for Fiscal Year 10/1/2021 to 9/30/2022

	2020-2021 Adopted Budget	2020-2021 Amended Budget	As of 7/31/2021	2021-2022 Proposed Budget	Variance Proposed to Amended	
<u>REVENUES</u>						
Hotel Occpancy Taxes	\$33,032	\$20,000	\$20,000	\$25,890	\$26,000	\$6,000
Interest Income	\$529	\$0	\$0	\$0	\$0	\$0
TOTAL REVENUE	\$33,561	\$20,000	\$20,000	\$25,890	\$26,000	\$6,000
<u>EXPENDITURES</u>						
Other Developmental Services	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0
Transfers	\$0	\$107,240	\$107,240	\$0	\$0	(\$107,240)
Transfer to Capital Improvement Fund	\$0	\$107,240	\$107,240	\$0	\$0	(\$107,240)
TOTAL EXPENDITURES	\$0	\$107,240	\$107,240	\$0	\$0	-\$107,240
REV OVER (UNDER) EXP	\$33,561	(\$87,240)	(\$87,240)	\$25,890	\$26,000	\$113,240



DEBT SERVICE
Proposed Budget for Fiscal Year 10/1/2021 to 9/30/2022

	2019-2020 Audited	2020-2021 Adopted Budget	2020-2021 Amended Budget	As of 7/31/2021	2021-2022 Proposed Budget	Variance Proposed to Amended
REVENUES						
Property Taxes - Current	\$879,284.07	\$507,995.00	\$507,995.00	\$802,591.70	\$800,000.00	157.48%
Property Taxes - Penalty	\$8,956.15	\$0.00	\$0.00	\$3,472.99	\$3,500.00	#DIV/0!
Property Taxes - Interest	\$0.00	\$0.00	\$0.00	\$2,769.28	\$2,800.00	#DIV/0!
Transfer in from Other Funds	\$150,000.00	\$154,790.00	\$154,790.00	\$0.00	\$155,038.00	100.16%
Interest Income	\$48,653.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
Bond Proceeds	\$2,500,000.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
TOTAL REVENUES	\$3,586,893.22	\$662,785.00	\$662,785.00	\$808,833.97	\$961,338.00	145.05%
EXPENDITURE SUMMARY						
Bond Issuance Costs	\$56,101.00	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Debt Service - Principal	\$3,129,999.87	\$640,000.00	\$640,000.00	\$640,000.00	\$670,000.00	100.00%
Debt Service - Interest	\$282,181.88	\$270,140.00	\$269,040.00	\$269,997.33	\$263,241.00	99.95%
TOTAL EXPENDITURES	\$3,468,282.75	\$910,140.00	\$909,040.00	\$909,997.33	\$933,241.00	102.54%
REVENUES OVER/(UNDER) EXPENDITURES	\$118,610.47	-\$247,355.00	-\$246,255.00	-\$101,163.36	\$28,097.00	-11.36%

CAPITAL IMPROVEMENT FUND

						
	2019-2020 Audited	2020-2021 Adopted Budget	2020-2021 Amended Budget	As of 7/31/2021	2021-2022 Proposed Budget	Variance Proposed to Amended
REVENUES						
Investment Earnings	\$1,565	\$2,000	\$2,000	\$627	\$2,000	0%
Miscellaneous	\$267,641	\$0	\$0	\$187,319	\$0	0%
TOTAL REVENUE	\$269,206	\$2,000	\$2,000	\$187,946	\$2,000	0%
OTHER USES						
Grants & Contributions	\$0	\$0	\$0	\$0	\$1,191,688	#DIV/0!
Bond Proceeds	\$0	\$3,905,000	\$0	\$0	\$0	#DIV/0!
Transfers in from Other Funds	\$502,455	\$1,508,240	\$1,508,240	\$0	\$0	0%
TOTAL OTHER USES	\$502,455	\$5,413,240	\$1,508,240	\$0	\$1,191,688	79%
TOTAL REVENUE AND OTHER USES	\$771,661	\$5,415,240	\$1,510,240	\$187,946	\$1,193,688	79%
EXPENDITURES						
Joshua Station Development	\$0	\$1,180,000	\$1,180,000	\$1,010,398	\$0	-1180000%
Street Projects per 2019 bond	\$0	\$3,905,000	\$3,905,000	\$88,960	\$3,408,065	-\$496,935
4th Street - CDBG	\$0	\$0	\$0	\$18,317	\$0	0%
Patrol Vehicle	\$0	\$100,000	\$100,000	\$98,856	\$0	-10000000%
PW Equipment	\$0	\$159,000	\$159,000	\$136,739	\$0	-15900000%
PW Vehicles	\$0	\$0	\$0	\$0	\$0	0%
PW Facilities Projects	\$0	\$0	\$0	\$0	\$0	0%
AC Vehicle Box	\$0	\$0	\$0	\$0	\$28,180	2818000%
FD Command Vehicle	\$0	\$80,000	\$80,000	\$0	\$0	-8000000%
FD Equipment	\$0	\$0	\$0	\$0	\$0	0%
Drainage Improvements	\$329,082	\$27,400	\$27,400	\$361,076	\$0	-\$27,400
Park Construction	\$0	\$107,240	\$107,240	\$83,178	\$0	-10724000%
Capital Outlay	\$274,834	\$23,600	\$23,600	\$0	\$0	-2360000%
TOTAL EXPENDITURES	\$603,917	\$5,582,240	\$5,582,240	\$1,797,524	\$3,436,245	62%
REV OVER (UNDER) EXP	\$167,744	-\$167,000	-\$4,072,000	-\$1,609,578	-\$2,242,557	55%

CITY OF JOSHUA, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF JOSHUA, TEXAS, APPROVING AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022, AND MAKING APPROPRIATIONS FOR EACH DEPARTMENT, PROJECT AND ACCOUNT; REPEALING CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Joshua, Texas (hereinafter referred to as the "City"), is a Home Rule municipality located in Johnson County, created in accordance with the provisions of Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the City Manager of the City submitted a budget proposal to the City Council prior to the beginning of the fiscal year, and in said budget proposal set forth the estimated revenues and expenditures; and

WHEREAS, the City Manager of the City has filed with the City Secretary a budget outlining all proposed expenditures of the government of the City for the fiscal year beginning October 1, 2021, and ending September 30, 2022 (hereinafter referred as the "Budget"); and

WHEREAS, the Budget, a copy of which is attached hereto as Attachment "A" and incorporated herein for all purposes, specifically sets forth each of the various projects for which appropriations are delineated, and the estimated amount of money carried in the Budget for each of such projects; and

WHEREAS, the Budget has been filed with the City Secretary for at least thirty (30) days before the date the City Council made its tax levy for the fiscal year and such Budget has been available for inspection by any taxpayer; and

WHEREAS, the public notice of a public hearing on the proposed Budget, stating the date, time, place and subject matter of said public hearing, was given as required by the laws of the State of Texas; and

WHEREAS, such public hearing was held, prior approval of such date being hereby ratified and confirmed by the City Council, and those wishing to speak on the Budget were heard, and provided an opportunity to present their views on the proposed Budget; and

WHEREAS, the City Council has studied the Budget and listened to the comments of the taxpayers at the public hearing and has determined that the Budget

attached hereto is in the best interests of the City and that same should be approved and adopted;

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 and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2

The Budget (Attachment "A") of the revenues of the City and the expenses of conducting the affairs thereof for the ensuing fiscal year beginning October 1, 2021 and ending September 30, 2022, as modified by the City Council, be and the same is, in all things adopted and approved as the Budget of the City of Joshua for the fiscal year beginning October 1, 2021, and ending September 30, 2022, and there is hereby appropriated from the funds indicated such projects, operations, activities, purchases and other expenditures as proposed in the Budget.

SECTION 3

The City Council shall file or cause to be filed a true and correct copy of this Ordinance, along with the approved Budget attached hereto, and any amendments thereto, with the City Secretary. The City Secretary shall file or cause to be filed a true and correct copy of this Ordinance, along with the approved Budget attached hereto, and any amendments thereto, in the office of the County Clerk of Johnson County, Texas, as required by State law.

SECTION 4

The revised figures, prepared and submitted by the City Manager for the 2021/2022 budget, be and the same are hereby, in all things, approved and appropriated, and any necessary transfers between accounts and departments are hereby authorized, approved and appropriated.

SECTION 5

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 6

This Ordinance shall be in full force and effect from and after its passage and it is so ordained.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, ON THIS THE 16TH DAY OF SEPTEMBER, 2021.

APPROVED:

Joe Hollarn, Mayor

ATTEST:

Alice Holloway, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, City Attorney

EXHIBIT "A"



City Council Agenda

September 16, 2021

Agenda Item: G3

Ordinance

(Action Item)

Agenda Description:

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

Background Information:

A tax rate of \$0.711493 per \$100 valuation has been proposed by the City Council. The no-new-revenue tax rate is the tax rate for the 2021 tax year that will raise the same amount of property tax revenue for City of Joshua from the same properties in both the 2020 tax year and the 2021 tax year.

Financial Information:

NA

City Contact and Recommendations:

Mike Peacock, City Manager

Attachments:

1. Notice on Meeting to Vote on Tax Rate
2. Ordinance

NOTICE ON MEETING TO VOTE ON TAX RATE

A tax rate of \$0.711493 per \$100 valuation has been proposed by the governing body of City of Joshua.

PROPOSED TAX RATE	\$0.711493 per \$100
NO-NEW-REVENUE TAX RATE	\$0.711493 per \$100
VOTER-APPROVAL TAX RATE	\$0.717950 per \$100

The no-new-revenue tax rate is the tax rate for the 2021 tax year that will raise the same amount of property tax revenue for City of Joshua from the same properties in both the 2020 tax year and the 2021 tax year.

The voter-approval rate is the highest tax rate that City of Joshua may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is not greater than the no-new-revenue tax rate. This means that City of Joshua is not proposing to increase property taxes for the 2021 tax year.

A PUBLIC MEETING TO VOTE ON THE PROPOSED TAX RATE WILL BE HELD ON September 16, 2021 AT 6:30pm AT Joshua City Hall, 101 S. Main Street, Joshua, TX 76058.

The proposed tax rate is also not greater than the voter-approval tax rate. As a result, City of Joshua is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the City Council of City of Joshua at their offices or by attending the public meeting mentioned above.

YOUR TAXES OWED UNDER ANY OF THE RATES MENTIONED ABOVE CAN BE CALCULATED
AS FOLLOWS:

Property tax amount= (tax rate) x (taxable value of your property)/100

FOR the proposal:	Joe Hollarn	Rick DePriest
	Mike Kidd	Angela Nichols
	Merle Breitenstein	Robert Fleming
	Scott Kimble	

AGAINST the proposal: None

PRESENT and not voting:None

ABSENT: None

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by City of Joshua last year to the taxes proposed to be imposed on the average residence homestead by City of Joshua this year.

	2020	2021	Change
Total tax rate (per \$100 of value)	\$0.761240	\$0.711493	decrease of \$-0.049747, or -6.53%
Average homestead taxable value	\$181,436	\$206,295	increase of \$24,859, or 13.70%
Tax on average homestead	\$1,381.16	\$1,467.77	increase of \$86.61, or 6.27%
Total tax levy on all properties	\$2,753,051	\$2,877,500	increase of \$124,449, or 4.52%

For assistance with tax calculations, please contact the tax assessor for City of Joshua at 817-558-0122 or jcto@johnsoncountytexas.org, or visit <https://johnson.truthintaxes.com> for more information.

CITY OF JOSHUA, TEXAS
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, ADOPTING THE CITY OF JOSHUA 2021 PROPERTY TAX RATE; LEVYING TAXES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022, AT THE RATE OF \$0.711493 PER ONE HUNDRED DOLLARS (\$100.00) ASSESSED VALUE ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF JOSHUA, TEXAS, IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF ON THE CITY'S HOME PAGE OF ITS WEBSITE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Joshua, Texas (hereinafter referred to as the "City"), hereby finds that the tax for the fiscal year beginning October 1, 2021, and ending September 30, 2022, hereinafter levied for current expenditures of the City and the general improvements of the City and its property, must be levied to provide revenue requirements for the budget for the ensuing year; and

WHEREAS, the City Council has approved by separate an ordinance adopted on the 16th day of September, 2021, the budget for the fiscal year beginning October 1, 2021, and ending September 30, 2022; and

WHEREAS, all statutory and constitutional requirements concerning the levying and assessing of ad valorem taxes have been complied with by the City.

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

SECTION 1

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

SECTION 2

The City Council of the City of Joshua, Texas, does hereby adopt and levy the following tax rate of \$0.711493 per \$100 assessed valuation for the City for tax year 2021 as follows:

\$0.535994 for the purpose of maintenance and operation; and

\$0.175499 for payment of principal and interest on debt service.

SECTION 3

The rate adopted is not higher than the no-new-revenue rate and not higher than the voter approval rate as calculated according to the Truth in Taxation provisions of the Texas Tax Code, as amended, and the total levy for maintenance and operations exceeds last year's levy for same.

This budget is estimated to raise more revenue from property taxes than last year's budget by an amount of \$10,794 which is a 0.39% percent increase from last year's budget. The estimate property tax revenue to be raised from new property added to the roll this year is \$91,593.

The City's website shall reflect the foregoing statements, pursuant to applicable provisions of the Texas Tax Code, as amended.

SECTION 4

The Tax Assessor-Collector for Johnson County is hereby authorized to assess and collect the taxes of the City of Joshua in accordance with this Ordinance. The City shall have all rights and remedies provided by the law for the enforcement of the collection of taxes levied under this ordinance.

SECTION 5

All provisions of any ordinance in conflict with this Ordinance are hereby repealed; however, such repeal shall not abate any pending prosecution for violation of the repealed Ordinance, nor shall the repeal prevent prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of conflicting ordinances shall remain in full force and effect.

SECTION 6

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

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, BY A VOTE OF ____ FOR AND ____ AGAINST, ON THIS THE 16th DAY OF SEPTEMBER, 2021.

APPROVED:

Hollarn, Mayor **Joe**

ATTEST:

Alice Holloway, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, City Attorney



City Council Agenda

September 16, 2021

Agenda Item: G4

Ordinance

(Action Item)

Agenda Description:

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

Background Information:

At a previous meeting, staff was directed to prepare an ordinance defining what donations will/will not be accepted. Since the Animal Control Ordinance was last approved in 2008, staff asked the city attorney to review and make sure that it is still compliant with state law.

After reviewing, the city attorney and staff worked together to make the following changes:

1. Fees may be waived for special pet adoption promotions or other events.
2. Donations may be accepted at the approval of the Animal Control Supervisor.
3. The city does not have a special revenue fund. All the money goes into General Fund, under a specific account number. The section regarding funds was amended to reflect the current process.
4. No pigs allowed inside city limits, with few exceptions.
5. Added language regarding animals of prisoners.
6. Definitions were amended.
7. Disposition of animals was amended to comply with recent Texas Supreme Court precedent on ownership of animals upon disposition by an animal shelter. This should give the City better protection in any such dispute moving forward.
8. Animal Control Officer may refund, reduce, or waive fees, up to 50.00 and must be documented.
9. Disposition of Animal section was added to make the process in compliant with recent court rulings regarding the legal ownership of animals once in the possession of the City.
10. Removes the waived fee for the registration tags on the second year.
11. Adds that housing of livestock within 25 feet of an adjacent property line is declared a nuisance.
12. Requires the following for keeping goats:

- (1) In “R-1L” zoning district, lots must be a minimum of one (1) acre, and only two (2) goats are permitted per acre.
- (2) In “A” zoning districts, lots must be a minimum of two (2) acres, and only four (4) goats are permitted per acre.

13. Allow FFA students to receive a temporary permit by the Animal Control Officer Supervisor, who shall have the discretion to issue said permit upon property documentation to authorize the housing of certain animals at their house.

Financial Information:

NA

City Contact and Recommendations:

Mike Kidd, Councilmember – Parks Board President
Alice Holloway, City Secretary
Amber Bransom, Asst. City Manager

Attachments:

1. Clean Ordinance
2. Red Line Ordinance

CITY OF JOSHUA, TEXAS

ORDINANCE NO. ____-2021

AN ORDINANCE AMENDING CHAPTER 2 OF THE CITY OF JOSHUA CODE OF ORDINANCES REGARDING THE KEEPING OF ANIMALS WITHIN THE CITY OF JOSHUA; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Joshua, Texas ("City Council") previously adopted a comprehensive animal control ordinance; and

WHEREAS, local conditions and recent amendments to the state laws regarding the regulation of animals require modification of said comprehensive animal control ordinance; and

WHEREAS, the City Council hereby exercises its authority under Article 11, Section 5, of the Texas Constitution as a home rule city to enact regulations not inconsistent with the general laws of the State of Texas in the interest of the health, safety and welfare of the citizens of the City of Joshua.

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

SECTION 1

All of the above findings are hereby found to be true and correct and are hereby incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2

From and after the effective date of this Ordinance, existing Chapter 2, "Animal Control," of the Code of Ordinances of the City of Joshua, Texas, is hereby repealed in its entirety and replaced with a new Chapter 2, "Animal Control," to read as follows:

"CHAPTER 2 – ANIMAL CONTROL

ARTICLE 2.01 GENERAL PROVISIONS

Section 2.01.001. Definitions.

For the purposes of this chapter, certain terms and words are hereby defined. Words used in the present tense include the future, the singular number includes the plural, and the plural the singular; reference to the male gender includes the female, and references to any person or animal without specifying gender include both male and female; the word "shall" is mandatory and directory wherever it is used in the chapter. Other words defined are:

Abandon means leaving in an enclosure or at large without providing food, water, or shelter from the sun, rain, hail, or snow.

Abused means wounded, maimed, trapped, beaten, crippled, starved, or tortured by any means or lack of necessary immediate medical care or failure to give food, water, shelter, and shade, be it man made or natural.

Animal means any living creature, except human beings, classified as a member of the Kingdom Animalia and including, but not limited to, mammals, birds, reptiles and fish.

Animal control officer means an employee of the City of Joshua appointed by the City Manager to supervise the operation and maintenance of the City's animal services facility, to act as the animal control authority under state law, and to help carry out and enforce the provisions of this chapter.

Animal dealer means any person, partnership or corporation engaging in the business of buying, selling or trading animals to others in any public area, including, but not limited to, sale of any animal at a roadside stand, booth, flea market, or other temporary site. This definition does not include private party animal sales or government operated animal shelters.

Animal establishment means any facility or business that has custody or control of animals within the City of Joshua including, but not limited to, pet shops, volunteer or public kennels or rescue shelters, pet grooming facilities, animal auction facilities or commercial kennels. This term does not include veterinary or medical facilities, research or other facilities licensed by government agencies.

Animal exhibition means any exhibition or act featuring performing animals, including circuses, temporary animal exhibits, petting zoos and private zoos. Such exhibitions shall not include resident or non-resident dog and cat shows which are sponsored and/or sanctioned by the animal services division.

Animal services division means the department of the City of Joshua tasked with the responsibilities set forth herein and any other animal related matters as may be deemed necessary by the city manager.

Animal services facility means an establishment operated by the City of Joshua for the temporary confinement, safekeeping, and control of animals which come into the custody of the City of Joshua.

Apiary means a place where honeybee colonies are kept.

Assistance animal means any animal professionally trained to assist a person with a disability.

At large means an animal (excluding sterilized and registered cats) that meets one (1) of the following criteria:

- (a) On premises of owner. Any animal not confined to the premises of the owner by some physical means of sufficient height, strength, length, and/or manner of construction to preclude the animal from leaving the premises of the owner.

Any animal being contained by a fence that, because of the fence's lack of height or general disrepair, cannot properly restrict the animal, shall be considered at large.

- (b) Off premises of owner. Any animal which is not physically and continually restrained by some person by means of a leash or chain of proper strength and length that precludes the animal from making unsolicited contact with any person, their clothing, their property, or their premises.

The term shall not include animals being trained or exhibited while under the immediate physical control of a person.

Attack means biting or scratching of a person or an animal by an animal.

Auction means any place or facility where animals are regularly bought, sold or traded. This definition does not apply to individual sales of animals by private owners.

Beekeeper means a person who owns, leases, or manages one (1) or more colonies of honeybees, whether for private or commercial purposes.

Breeder means a person who breeds dogs or cats and transfers possession of more than one litter per breeding female dog or cat.

Cat means any live or dead cat (*Felis catus*).

Circus means a commercial variety show featuring animal acts for public entertainment.

City means the City of Joshua, Texas.

City manager means the City Manager of the City of Joshua, Texas.

Colony means a hive and its equipment and appurtenances including honeybees, comb, honey, pollen and brood.

Commercial establishment means establishments that engage in activities that include animal dealer, animal establishment, and animal exhibition, as those terms are defined herein.

Continuing public nuisance means a public nuisance that, after required notice is given to the owner of an animal(s) or person in control of an animal(s), continues unabated, as determined by the Animal Control Officer.

Cruelly treated includes tortured, seriously overworked, unreasonably abandoned, unreasonably deprived of necessary food, care or shelter, cruelly confined, or caused to fight with another animal.

Dangerous animal means regardless of the individual's animal age or health:

- (a) Any individual animal which, because of its physical nature and/or vicious propensity, would constitute a danger to human life or property; or any animal

that is possessed of tendencies to attack or to injure human beings or other animals;

- (b) An animal that commits an unprovoked attack on a human being that causes bodily injury and occurs in a place other than an enclosure in which the animal was being kept and that was reasonably certain to prevent the animal from leaving the enclosure on its own;
- (c) An animal that commits unprovoked acts in a place other than an enclosure in which the animal was being kept and that was reasonably certain to prevent the animal from leaving the enclosure on its own and those acts cause a person reasonably to believe that the animal will attack and cause bodily injury to that person;
- (d) An animal that makes an unprovoked attack on a domestic animal or domestic fowl that causes bodily injury or death and which occurs when such animal is at large; or
- (e) A dangerous wild animal, as defined herein.

Dangerous wild animal means any animal of a species defined as a “dangerous wild animal” in Subchapter E (*Dangerous Wild Animals*), Chapter 822 (*Regulation of Animals*), of the Texas Health and Safety Code.

Deep box means a structure for housing bees that has a depth not larger than 9-5/8” deep.

Department means the city health department.

Dog means any live or dead dog (*Canis familiaris*).

Doghouse means a structure made of wood, plastic, or metal materials, but not limited to any of the above, that is for the sole use of a dog. The dog house shall be made of a material to protect the animal from: rain, snow, or other unfavorable weather conditions.

Endangered species means any species of animal that is considered endangered by International, Federal, or State Regulations.

Enforcement agent means the public health administrator, local rabies control authority, local health authority, animal services officers, peace officers, firefighters and other authorized employees of the City of Joshua.

Estray means any unbranded sheep, cattle, horses, or mules found running at large, or any branded sheep, cattle, horses, or mules found running at large, or any swine found running at large; but it does not mean nor include any unweaned animal specified in this section that is running with its mother.

Foster Home means a temporary care facility for an animal.

Guard Dog means a dog that has been trained professionally to display aggressive training for the specific purpose of protecting persons or property.

Harbor means to provide home, sustenance, shelter, refuge, care or habitat for or to exercise custody or control over a domestic animal.

Harborer means any person, family, group of persons, firm, corporation, association, or partnership who harbors a domestic animal.

Hive means a structure intended for the housing of a honeybee colony.

Honeybee means any stage of the common honeybee, *Apis mellifera* species.

Identification means any acceptable method such as microchipping, registration tag, or tattoo readily traceable to the current owner.

Impound means the placing of an animal in the city's animal services facility, or, the taking into custody of an animal for the purposes of transportation to the city's animal services facility.

Inhumane treatment of animals means any treatment of an animal prohibited by any provision of law, including federal, state and local laws, ordinances or rules.

Kennels, commercial, for purposes of this chapter only, means any establishment where a person, partnership or corporation keeps dogs or cats primarily for the purpose of breeding, buying, selling, trading, showing, training or boarding such animals.

Licensed veterinarian means a veterinarian licensed by the Texas Board of Veterinary Examiners.

Livestock means or includes, regardless of age, sex or breed, horses, consisting of all equine species including mules, donkeys, and jackasses; cows, consisting of all bovine species; sheep, consisting of all ovine species; llamas or alpacas; goats, consisting of all caprine species; and pigs, consisting of all swine species.

Local rabies control authority means the animal control officer or other designee of the Public Health Administrator.

Medium box means a structure for housing bees that has a depth not larger than 6-5/8" deep.

Microchip means a passive electronic device that is injected into an animal by means of a hypodermic-type syringe device. Each microchip shall contain a unique and original number that is read by an electronic scanning device for purposes of animal identification and recovery by the animal's owners. The microchip shall be supplied with an exterior collar-type tag for purposes of an external means of notifying others that the animal has been implanted with a microchip.

Microchip reader means an electronic scanner with an operating frequency that is able to detect a microchip that has been implanted in an animal, and display

the number of the microchip to its operator. The microchip reader shall be of a type that activates and displays the number of a microchip manufactured by multiple vendors.

Municipal court means the City of Joshua Municipal Court of Record.

Neglected means without sufficient food, shelter, shade, water, or without appropriate veterinary care and treatment to maintain health or heavily infested with parasites.

Neutered means any animal, male or female, rendered incapable of breeding or being bred.

Owner means any person, partnership, corporation, association or legal entity that harbors, shelters, keeps, controls, manages, possesses or has whole or part interest in any animal. The occupant, owner or head of household of any premises where an animal remains for seventy-two (72) hours or more shall be rebuttably presumed to be the owner of such animal, unless the animal has been reported to the Animal Control Shelter as a stray animal. An occupant of any premises on which a dog or cat remains or customarily returns is a person responsible for it under this chapter. If a person under the age of seventeen (17) years owns an animal subject to the provisions of this chapter, the head of the household of which such person under the age of seventeen (17) years is a member shall be the person responsible for the animal under this chapter. Such household head may himself be under the age of seventeen (17) years and therefore subject to prosecution under this chapter. There may be more than one person responsible for an animal.

Pet animal means any animal that may be kept as a pet within the City of Joshua so long as all of the required provisions of this Ordinance are met, and is not a dangerous wild animal or a wild animal, including but not limited to the following animals:

- (a) Reptiles – Any non-venomous reptile that is not protected from ownership by any state or federal law;
- (b) Birds – Any birds commonly kept as pets that are not protected from ownership by any state or federal law, or any bird kept for falconry purposes by a state and federally permitted falconer;
- (c) Fish – Any fish commonly kept as pets that are not protected from ownership by any state or federal law; or
- (d) Mammals – includes any mammal commonly kept as pets including dogs, cats, ferrets, rabbits, guinea pigs, hamsters, hedgehogs, rats, mice, chinchillas, and sugar gliders but not limited to these.

Permit means a certificate issued, pursuant to this Ordinance, by the City of Joshua, Texas.

Prohibited animal means an animal that poses a potential physical or zoonotic disease threat; that is a member of an endangered species; or that is protected by International, Federal, or State Regulations other than a common

domestic species regardless of state of duration of captivity including, but not limited to, the following categories:

(a) Class *Reptilia*.

- (1) *Category I* - Order *Squamata*, family *Helodermatidae* (the venomous lizards such as Gila monsters and beaded lizards), family *Hydrophiidae* (marine snake), family *Viperidae* (such as rattlesnakes, copperheads, cottonmouth, moccasin, and true vipers), family *Elapidae* (such as coral snakes, cobras, and mambas), family *Colubridae* (including rear-fanged colubrids such as *Dispholidus typus* (boomslang), *Hydrodynastes gigas* (water cobra), *Boiga dendrophilia* (mangrove snake), and other venomous *Boiga* species, and *Thelotornis kirtlandi* (twig snake), family *Boidae* (such as pythons and boas longer than six (6) feet, anacondas); order *Crocodylia* (such as crocodiles, caimans, and gavials).

(2) Class *Aves*.

- (A) *Category II* – order *Sfrigiformes* (such as owls), order *Falconiformes* (such as falcons, hawks, eagles, and vultures).

(b) Class *Mammalia*.

- (1) *Category III* – Order *Carnivoria*, family *Felidae* (such as lions, ocelots, margays, tigers, jaguars, leopards, and cougars) except domestic cats, the family *Canidae* (such as wolves, dingos, coyotes, and jackals), except domestic dogs, family *Ursidae* (such as bears), suborder *Pinnipedia* (such as seals and sealions) order *Primata* (such as apes, orangutans, chimpanzee, and gorillas) order *Proboscida* (elephants) order *Chiroptera* (bats) order *Ungulata* (such as antelopes, deer, bison, and camels) and order *Marsupiala* (such as kangaroos), and any hybrid thereof.
- (2) *Category IV* – Order *Carnivora*, family *Mustelidae* (such as weasels, skunks, martins, mink, and badgers), except ferrets, family *Procyonidae* (raccoon) family *Vivveridae* (such as civets and mongooses); order *Edentata* (such as sloths, anteaters, and armadillos), and order *Rodentia* (such as porcupines).

(c) *Fish*.

- (1) *Category V* – Order *Anguilliforms*, family *Muraenidae* and family *Congridae* (eels) order *Cypriniforms*; and family *Characidae* (piranha fish).

- (d) *Exceptions to list of class; family and order of prohibited animal*. Prohibited animal does not include livestock, fowl, ratites, poultry, or common household pets, such as a psittacine bird, canary, finch, cockatiel, or other commonly kept domestic birds, small monkey, hamster, guinea pig, gerbil, rabbit, fish, or

small non-venomous reptile which is less than six (6) feet long and are not listed in any category above.

Public health administrator means the administrative official appointed by the city manager.

Public nuisance means the conduct of any owner in allowing an animal to:

- (a) Engage in conduct which establishes such animal as a dangerous animal, as defined herein;
- (b) Damage, soil, defile or defecate on private property other than the owner's or on public property, unless such waste is immediately removed and properly disposed of by the owner of the animal;
- (c) Be at large, as defined herein (excluding sterilized and registered cats that are identified by some means of traceable identification);
- (d) Cause a disturbance by excessive barking, howling, or noise making near the private residence of another;
- (e) Produce odors or unclean conditions sufficient to offend a person of normal sensibilities standing or which creates a condition conducive to the breeding of flies or other pests;
- (f) Chase vehicles, or molest, attack or interfere with other animals or persons, or is at-large on public or private property; or
- (g) Create a condition that is dangerous to human life or health; renders the ground, the water, the air or the food a hazard or injurious to human life or health or that is offensive to the senses; or that is detrimental to the public health.

Quarantine means to take into custody, place in confinement, and isolate from human beings and other animals. The quarantine period for a dog, cat, domestic ferret, or other mammal for rabies observation is ten (10) days or 240 hours from the date and time of the bite, scratch or other exposure, or as recommended by the regional veterinarian from the Texas Department of State Health Services.

Registration means a rabies certificate issued by a licensed veterinarian and an identification tag recognized by Animal Services from an approved issuing agent.

Restraint means to control an animal by physical means so that it remains on the premises of the owner, or, when off the owner's premises, by means of a cage, or leash or rope under the direct control of a person of sufficient strength to control the animal.

Running at large means to be free of physical restraint outside of an enclosed or fenced area. Voice control alone does not constitute physical restraint.

Serious bodily injury means an injury characterized by severe bite wounds or severe ripping and tearing of muscle that would cause a reasonably prudent person to seek treatment from a medical professional and would require hospitalization without regard to whether the person actually sought medical treatment.

Shade means any natural or man-made structure that will provide shade from the sun not to include a dog house, shed, lean-to, or space under a house or mobile home.

Shallow box means a structure for housing bees that has depth not larger than 5-7/8" deep.

Shelter means any structure that will shield an animal from rain, snow, hail, freezing temperature, excessive heat, and other unfavorable weather conditions, including direct exposure to wind from the north. A shelter will consist of the following:

- (a) Appropriate size for the animal to stand, turn, and lay comfortably;
- (b) To have a top, four (4) sides, and a floor; and
- (c) Have an opening of appropriate size for the animal to fit through.

Sterilized means an animal rendered incapable of reproduction by means approved by the American Veterinary Medical Association.

Tether means to chain, tie, fasten or otherwise secure an animal to a fixed point or trolley system so that it can move or range only within certain limits.

Traceable identification means a type of identification, such as a tag, microchip, or tattoo that can be readily used by Animal Services to identify the current ownership of an animal.

Unprovoked attack means an incident in which a dog which attacked a human being or an animal was not hit, kicked, or struck by a human being with any object or part of a human being's body, nor was any part of the dog's body pulled, pinched, or squeezed by a human being, nor was the dog taunted or teased by any human being, nor was the human being in the dog's territory on the property of the dog's owner at the time of the attack.

Vaccination means the inoculation of an animal with a rabies vaccine that is licensed by the United States Department of Agriculture for use in that species and which is administered according to the label's directions by a veterinarian for the purpose of immunizing the animal against rabies.

Veterinary clinic means any establishment maintained and operated by a licensed veterinarian for surgery, diagnosis and treatment of diseases and injuries of animals.

Wildlife educational center means an organization that has met all of the state and federal requirements to possess wildlife for educational purposes.

Zoological park means any facility, other than a pet shop, kennel, or wildlife education center, displaying or exhibiting one or more species of nondomesticated animals, and operated by a person, partnership, corporation, or governmental agency.

Zoonotic disease means a disease which is of animal origin and usually causes illness to other members of animal populations and which can adversely affect man.

Section 2.01.002. Permit and Appeals Board.

- (a) There is hereby established a permit and appeals board for the purpose of hearing and deciding any appeal by any person aggrieved by a determination or decision authorized or otherwise rendered pursuant to this chapter. The permit and appeals board shall consist of the members of the animal control advisory board, established pursuant to section 2.04.001 of this chapter.
- (b) Any appeal by an aggrieved person must be in writing and submitted to the city manager within ten (10) calendar days of any determination or decision rendered by the city or the animal control officer. Within fifteen (15) calendar days of filing such an appeal, the city manager shall inform an appellant in writing of the date on which the permit and appeals board will consider the appeal. At the time of filing the appeal, the appellant shall provide a detailed explanation why the determination by the city or animal control officer was in error. The decision of the permit and appeals board regarding any appeal shall be final. Any appeal that is granted must be approved by a three-fourths (3/4) vote of the permit and appeals board qualified to vote.
- (c) In considering any appeal, the permit and appeals board is not restricted to the rules of evidence applicable in a court but may rely upon that evidence which a reasonable person would rely upon in reaching a decision. Any person having knowledge of relevant or material facts shall be allowed to appear and testify. The permit and appeals board shall issue a written statement of its findings relative to the appeal and a copy of its findings shall be provided to the appellant within three (3) business days via personal service or by certified mail, return receipt requested.
- (d) The permit and appeals board may not consider any matter involving a dangerous dog, pursuant to sections 2.05.001 and 2.05.002 of this chapter, or any matter for which a citation has been issued in the city's municipal court.

Section 2.01.003. Office of Animal Control Officer Established; Duties; Enforcement.

- (a) Establishment of the office of Animal Control Officer:
 - (1) There shall be and is hereby created the office of Animal Control Officer.

- (2) The Animal Control Officer shall act as the local rabies control authority for the purpose of enforcing animal health and control laws of the State of Texas in the City of Joshua.
 - (3) The city may employ animal control officers to assist in the carrying out of specified duties.
- (b) It shall be the duty of the Animal Control Officer and designated representatives to:
 - (1) Administer and enforce all state and federal laws pertaining to animals and authorize the local rabies control authority or animal control officers to enforce the same;
 - (2) Administer and enforce the animal ordinances of the city when a nuisance or health problem is caused by one (1) or more animals;
 - (3) Supervise the animal services operations of the city; and
 - (4) Aid the state health department in the enforcement of area quarantines.
- (c) The Animal Control Officer of the city shall have the authority to issue citations for any violation of this chapter and any other power or duty stated within the terms of this chapter. If the person being cited is not present, the animal control officer may send the citation to the alleged offender by registered or certified mail, return receipt requested, by depositing the same in the U.S. Mail, postage prepaid.
- (d) It shall be unlawful for any person to knowingly prevent, interfere with, or obstruct the Animal Control Officer in the performance of their duties. It shall be unlawful for any person to fail to comply with any lawful order of the local rabies control authority officer or any animal control officer of the city.
- (e) The local rabies control authority officer, any animal control officer, or any peace officer is authorized to, including but not limited to:
 - (1) Humanely euthanize an animal which poses an imminent danger to a person or property or when a real or apparent immediate necessity exists for the destruction of an animal.
 - (2) Impound an animal which is diseased or endangers the health of a person or another animal.
 - (3) Impound any animal found to be running at large within the city.
 - (4) Humanely euthanize an impounded animal if the animal is suffering from injury, disease, or illness.
 - (5) Humanely euthanize any animal suspected of having rabies, or which animal manifests a disposition to bite, when such animal(s) is found at

large after having made a reasonable, but unsuccessful, effort to capture the animal.

- (6) Humanely euthanize any impounded dangerous animal immediately upon impoundment, unless there is reason to believe that it has an owner.
 - (7) Humanely euthanize any wild animal immediately upon impoundment, so long as such act does not violate state or federal laws.
 - (8) Humanely euthanize any nursing baby animal impounded without the mother, or where the mother cannot or refuses to provide nutritious milk, to prevent further suffering.
 - (9) Humanely euthanize or transfer to a humane organization any impounded animal that is to be destroyed as a result of the animal being impounded for more than seventy-two (72) hours.
- (f) In any complaint and in action or proceeding brought for the enforcement of any provision of this chapter, it shall not be necessary to negate any exception, excuse, proviso, or exemption contained in this chapter; and the burden of proof of any such exception, excuse, proviso, or exemption shall be on the owner or defendant as an affirmative defense.
 - (g) The city shall be entitled to pursue all other criminal and civil remedies to which it is entitled to under the authority of federal, state or local law.
 - (h) No person shall interfere in any manner or give false information to the local rabies control authority, the animal control officers and other authorized employees of the city in the performance of their duties.
 - (i) Any animal that is found to be in violation of this Ordinance may be impounded by the Animal Control Officer.

Section 2.01.004. Inhumane Treatment of Animals.

- (a) The Animal Control Officer shall utilize the authority granted by federal, state and local laws to lawfully seize and impound any animal if the investigating Animal Control Officer or police officer has reason to believe that an animal has been, or is being cruelly treated, pending a hearing before any Justice of the Peace or any municipal court judge on the issues of cruelty and disposition of the animal. Seizure of the subject animal prior to receiving a warrant is hereby authorized if such a delay endangers the life or well-being of the animal, or if it would unreasonably prolong the suffering of the animal needing immediate attention.
- (b) It shall be unlawful for a person to treat an animal in an inhumane or cruel manner as defined by Texas Penal Code § 42.09, as amended, Texas Penal Code § 42.091, as amended, Texas Penal Code § 42.092, as amended, and Texas Health and Safety Code Chapter 821, as amended.
- (c) In addition, a person commits an offense if:

- (1) A person other than a licensed veterinarian docks an animal's tail or removes dewclaws of a puppy over five (5) days of age, or crops an animal's ears of any age;
- (2) A person physically removes from its mother by selling, giving away, delivering, trading, or bartering any dog, cat, ferret, or rabbit less than six (6) weeks old or any other animal that is not yet weaned, except as advised by a licensed veterinarian;
- (3) A person dyes or colors chicks, ducks or rabbits;
- (4) A person sells, gives away, delivers, trades or barter chickens or ducks;
- (5) A person abandons or dumps any animal;
- (6) A person who is in control of a motor vehicle that strikes a domestic animal fails to report the accident to the Animal Control Officer as soon as possible;
- (7) A person overdrives, overloads, drives when overloaded, or overworks any animal;
- (8) A person tortures, cruelly beats, mutilates, clubs, shoots or attempts to shoot with any air rifle, bow and arrow, slingshot, or firearm, or by any other means needlessly kills or injures any animal, wild or owned, within the limits of the city;
- (9) A person carries or transports an animal in any vehicle or conveyance in a cruel, inhumane, or unsafe manner or fails to effectively restrain such animal so as to prevent the animal from leaving or being accidentally thrown from the vehicle during normal operation of the vehicle or fails to restrain the animal so as to prevent infliction of bodily harm to passersby;
- (10) A person forces, allows, or permits any animal to remain in its own filth;
- (11) A person keeps, shelters, or harbors any animal having a potentially life-threatening infestation of ticks, fleas, or other parasites, any other obvious life-threatening illness, or injury, or any other communicable illness transmissible to animal or human, without having sought and obtained proper treatment from a licensed veterinarian for such infestation or illness;
- (12) A person causes an animal to fight another animal or person;
- (13) A person fails to provide, at all times, his animal with adequate wholesome food and potable water, proper shelter, shade (man-made or natural) and protection from inclement weather, and veterinary care when needed to prevent suffering;

- (14) A person, firm or corporation raises or kills a dog or cat for the skin or fur;
 - (15) A person, firm or corporation mutilates any animal, whether such animal is dead or alive (medical or veterinary medical research, medical or veterinary medical necropsy, and biology class use of animals shall not be considered mutilation);
 - (16) A person, firm or corporation attaches a collar or harness to an animal that is of an inadequate size so that it restricts the animal's growth or causes damage to the animal's skin;
 - (17) A person engages or allows another to engage in any sexual act with an animal;
 - (18) A person allows a stray animal to remain on their property without notifying the Animal Control Officer of such fact within twenty-four (24) hours;
 - (19) A person who owns or is in control of an animal permits such animal to be at large within the City of Joshua;
 - (20) A person breeds or causes to be bred, any animal within the public view;
 - (21) A person who creates, maintains, permits or causes a public nuisance, as defined in this chapter; or
 - (22) A person owns, keeps, harbors, or possesses horses, cattle, or other livestock in any manner that is a violation of this Ordinance.
- (d) This section shall not be interpreted to restrict the extermination of rats, mice, insects, other vermin, or any such animal deemed a nuisance by state law, through the use of traps, poisons, or other commercially available means when used in accordance with the manufacturer's directions as long as reasonable precautions are taken to ensure that no human, pet, or wild animal, other than the targeted species, comes into contact with the traps, poisons, or other means and that such use does not violate any other section of this Ordinance.
- (e) This section shall not be interpreted to restrict rodeos, 4H Clubs, or Future Farmers of America (FFA) Club activities and operations.

Section 2.01.005. Inducement.

- (a) It shall be a violation of this chapter for any person to give away any live animal as a prize or as an inducement to enter any contest, game, raffle, or other competition or an inducement to enter a place of business or to offer such animal as an incentive to enter into any business agreement whereby the offer was for the purpose of attracting trade.

- (b) This section shall not be interpreted to restrict any animal from being offered for sale at auction, provided that such sale does not otherwise violate any other section of this Ordinance.

Section 2.01.006. Leaving Animal Unattended in Vehicle.

A person having charge or custody of an animal shall not place or confine such animal or allow such animal to be placed or confined in a motor vehicle or trailer under such conditions or for such a period of time as may endanger the health of the animal due to heat, lack of food or water, or such other circumstances as may cause injury or death of the animal. An enforcement agent may, after attempting to locate the animal's owner, remove the animal from a vehicle or enclosed space using any reasonable means, including breaking a window or lock. If professional services are required to remove the animal, the owner is responsible for the cost. An enforcement agent who removes an animal from a vehicle or enclosed space in accordance with this subsection is not liable for any resulting property damage.

Section 2.01.007. Tethering of Dogs and Other Animals.

- (a) Unlawful tethering of a dog:
 - (1) An owner may not leave a dog outside and unattended by use of a tether that unreasonably limits the dog's movement:
 - (A) between the hours of 10 p.m. and 6 a.m.;
 - (B) within 500 feet of the premises of a school; or
 - (C) in the case of extreme weather conditions, including conditions in which:
 - (i) the actual or effective outdoor temperature is below 32 degrees Fahrenheit;
 - (ii) a heat advisory has been issued by a local or state authority or jurisdiction; or
 - (iii) a hurricane, tropical storm, or tornado warning has been issued for the jurisdiction by the National Weather Service.
 - (2) A tether unreasonably limits a dog's movement if the tether:
 - (A) uses a collar that is pinch-type, prong-type, or choke-type or that is not properly fitted to the dog;
 - (B) is a length shorter than the greater of:
 - (i) five (5) times the length of the dog, as measured from the tip of the dog's nose to the base of the dog's tail; or
 - (ii) ten (10) feet;

- (C) is in an unsafe condition; or
 - (D) causes injury to the dog.
- (b) An animal is under lawful tethering under the following conditions:
 - (1) a dog tethered to a running line, pulley, or trolley system and that is not tethered to the running line, pulley, or trolley system by means of a pinch-type, prong-type, choke-type, or improperly fitted collar;
 - (2) a dog tethered in compliance with the requirements of a camping or recreational area as defined by a federal, state, or local authority or jurisdiction;
 - (3) a dog tethered for a reasonable period, not to exceed three hours in a 24-hour period, and no longer than is necessary for the owner to complete a temporary task that requires the dog to be restrained;
 - (4) a dog tethered while the owner is engaged in, or actively training for, an activity that is conducted pursuant to a valid license issued by this state if the activity for which the license is issued is associated with the use or presence of a dog;
 - (5) a dog tethered while the owner is engaged in conduct directly related to the business of shepherding or herding cattle or livestock; or
 - (6) a dog tethered while the owner is engaged in conduct directly related to the business of cultivating agricultural products, if the restraint is reasonably necessary for the safety of the dog.
- (c) This section does not prohibit a person from walking a dog with a hand-held leash.
- (d) It shall be unlawful for any person to tie or tether a dog or other animal to a stationary object. Dogs must be tethered on a trolley or cable run system to prevent an unhealthy or potentially dangerous situation. The terms “unhealthy situation” and “potentially dangerous situation” shall include, but not be limited to the following:
 - (1) To tether or restrain any animal in such a manner as to permit the animal access upon any public right-of-way;
 - (2) To tether or restrain any animal in such a manner as to cause the animal injury or pain or not to permit the animal to reach shelter, food, shade, and/or water or otherwise create an unsafe or unhealthy situation;
 - (3) To tether or restrain any animal in such as manner as to permit the animal to leave the owner’s property;

- (4) To tether or restrain any animal in an area that is not properly fenced so as to prevent any person or child from entering the area occupied by said animal;
- (5) To tether or restrain any pet animal in a manner whereby the animal is subject to harassment, stings or bites from outdoor insects, or attacks by other animals;
- (6) To tether any animal with a tether that is not equipped with swivel ends;
- (7) To tether or restrain any animal in such a manner that does not prevent the animal from becoming entangled with any obstruction, from partially or totally jumping any fence, or from leaving part of its owner's property;
- (8) To fail to remove waste from the tethered area on a daily basis;
- (9) To restrain any animal without using a properly fitted collar or harness; or
- (10) To use a restraint that weighs more than one fifth (1/5) of the animal's body weight.

Section 2.01.008. Abatement and Imminent Threat; Right of Entry; Search Warrants.

- (a) An Animal Control Officer or other enforcement agent shall have the power to impound animals which create a Public Nuisance, as defined herein, for the purpose of abating said nuisance and in cases where an Animal Control Officer has reason to believe an animal has been or is being cruelly treated, has rabies or exhibits other violations of law as follows:
 - (1) On public property, in all cases;
 - (2) On private property, if:
 - (A) The consent of the resident or property owner is obtained;
 - (B) The officer reasonably believes there is immediate and imminent danger or peril to the public if the animal in question is not impounded; or
 - (C) Authorized by appropriate courts of law.
 - (3) The officer has the right to pursue and apprehend animals running at large onto private property while enforcing the provisions of this chapter.
- (b) Any animal observed by the Animal Control Officer or Enforcement Agent to be in immediate danger, in the agent's or officer's opinion, may be removed from such situation by the quickest and most reasonable means available. It

shall be the responsibility of the animal's owner to repair any damage caused by the removal of the animal from the dangerous situation by the Animal Control Officer or Enforcement Agent.

- (c) The Public Health Administrator, Animal Control Officer, or assigned designee may order the abatement of the conditions which are not in accordance with this Ordinance, other applicable state or federal regulations or laws, or which otherwise constitute a Public Nuisance. Failure to comply with the written notice constitutes grounds for the city to obtain any relief available to by law, including, but not limited to relief by injunction. Additionally, failure to comply with the written notice may subject the violator to administrative proceedings and criminal charges.

Section 2.01.009. Defecation by Dogs on Public and Private Property.

- (a) An owner, harborer, or other person in possession of a dog commits an offense if he knowingly permits, or by insufficient control allows the dog to defecate in the city on private or public property and fails to remove and dispose of any excreta the dog deposits.
- (b) An owner, harborer, or other person in possession of a dog commits an offense if he:
 - (1) Knowingly permits the dog to enter or be present on private property located in a public place; and
 - (2) Fails to have in his possession materials or implements that, either alone or in combination with each other, can be used to immediately and in a sanitary and lawful manner both remove and dispose of any excreta the dog may deposit on the property.
- (c) It is an affirmative defense to prosecution under subsection (a) or (b) that:
 - (1) The property was owned, leased, or controlled by the owner, harborer, or person in possession of the dog at the time it defecated;
 - (2) The dog was specifically trained to assist a person with a disability and was in possession of that disabled person at the time it defecated or was otherwise present on the property;
 - (3) The owner of the property or person in control of the property had given prior consent for the dog to defecate on the property; or
 - (4) The dog is a police canine being used in official law enforcement activities.

Section 2.01.010. Unabated Nuisances.

- (a) The Animal Control Officer may determine that a Public Nuisance exists through an investigation of any reported or perceived Public Nuisance, and may interview witnesses and/or conduct such hearings as he may determine are necessary, formally or informally. He shall make a determination based on

the necessity to preserve the public health, safety and welfare of the community.

- (b) Upon such determination, the Animal Control Officer shall notify the animal owner or the person in control of the animal(s). This notice shall be in writing and shall contain a statement that such person has a right to appeal. The notice shall set forth the noncompliance and order the owner to abate the Public Nuisance described in such notice within seven (7) days of receipt of notice. Notice of a Public Nuisance shall include, but not be limited to, written notice of the existence of a public nuisance delivered by personal service, certified mail, return receipt requested, or left at the entrance to the premises where the animal(s) is harbored. A notice that is mailed is deemed received five (5) days after it is placed in a mail receptacle of the United States Postal Service.
- (c) If such owner fails or refuses to comply with the demand for compliance in the notice within seven (7) days of receipt of such notice or publication, the Animal Control Officer may issue a citation for creating a Public Nuisance and/or order the abatement of the Public Nuisance by one of the following means:
 - (1) Impoundment of the animal(s) that is the source of the continuing public nuisance and the adoption of the animal(s) as provided in this chapter, except that the owner, his agents or representatives, or family members may not adopt the animal(s) adjudged a continuing public nuisance;
 - (2) Impoundment and humane destruction of the animal(s) that is the source of the continuing public nuisance; or
 - (3) Exclusion from the City Limits of the City of Joshua an animal(s) determined to be a continuing public nuisance.
- (d) An owner or person in control of the animal(s), not later than seven (7) days after receipt of a citation, notifying the person that an animal is a continuing Public Nuisance, may appeal the determination of the Animal Control Officer to the Permit and Appeals Board. Upon receiving an appeal, the Permit and Appeals Board shall hold a hearing at a time and place of their designation. Based upon the recorded evidence of such hearing, the Permit and Appeals Board shall make a final finding.
- (e) The owner or person in control of the animal(s) determined to be a Continuing Public Nuisance shall remove such animal(s) from the city within forty-eight (48) hours of an unsuccessful appeal. The failure to remove such animal(s) shall be an offense and each day thereafter that such person fails to remove such animal(s) shall constitute a separate offense. If the owner or person in control of such animal(s) fails to remove such animal(s) as provided for by the order of the Animal Control Officer or the court, such animal(s) may be impounded and put up for adoption in accordance with subsection (c) of this section or humanely destroyed.

- (f) The owner or person in control of such animal(s) must report the disposition and exact address or relocation of such animal(s) to the Animal Control Officer in writing within ten (10) days after the expiration date for removal of such animal(s) from the city. Each day thereafter that such information is not provided shall constitute a separate offense.
- (g) The Animal Control Officer shall be authorized, after due process, to obtain a search and seizure warrant for the purposes of enforcing this section.

Section 2.01.011. Filing of False Claims or Reports.

- (a) A person commits an offense if he/she knowingly initiates, communicates, or circulates a claim of ownership for an animal with the Animal Control Officer that he knows is false or baseless.
- (b) A person commits an offense if he knowingly initiates, communicates, or circulates a report of a violation of city ordinance or state or federal law to the Animal Control Officer that he knows is false or baseless.

Section 2.01.012. Number of Dogs and Cats at Residences/Multi-Pet Permit.

- (a) Except as provided by this section, no residence within the city shall harbor more than five (5) adult dogs, or five (5) adult cats, or any combination of either for a total of five (5) animals over the age of sixteen (16) weeks.
- (b) Any persons desiring to keep more than five (5) adult dogs, five (5) adult cats, or more than one (1) litter of puppies or kittens at premises occupied by them may apply with the Animal Control Officer for a multi-pet permit, providing that the number of animals does not exceed the total of eight (8). The applicant shall pay an application fee at the time of filing. No more than one pet permit may be obtained for any single property in the city.
- (c) The Animal Control Officer is authorized to issue such a permit under the following conditions:
 - (1) Inspection required – If an applicant provides the Animal Control Officer with information concerning the maximum number of animals to be kept at any one time at such premises and a record search indicates that enforcement action for violations of this chapter dealing with nuisances has been necessary within the preceding twenty-four (24) months, a permit may be issued after an inspection of the premises to determine compliance with the animal services regulations. A permit shall not be issued if it is found that the animals cannot be maintained without creating noise or odor nuisances, otherwise being detrimental to the public health, safety and welfare, or in a healthy or sanitary environment.
- (d) Such permit may be revoked by the Animal Control Officer for cause, including but not limited to, violations of the provisions of this chapter or the inability of the permit holder to keep the animals without creating noise or odor

nuisances, otherwise being detrimental to the public health, safety and welfare, or in a healthy or sanitary environment.

- (e) All multi-pet permits issued under this section shall be valid for one (1) year, unless the Animal Control Officer revokes the permit. When issued, the permit shall remain the sole property of the city and shall be valid only as to the applicant and location for which it was originally issued. The permit may not be sold or transferred, voluntarily or involuntarily, to any other person or entity.
- (f) Any person either denied a multi-pet permit, or who has had their permit revoked, may file an appeal with the Permit and Appeals Board. Such appeal must be made in writing within ten (10) days of receiving written notice from the Animal Control Officer of the permit denial or revocation. If no appeal is requested within the ten-day period, the denial or revocation of the permit becomes final. Upon receiving an appeal, the Permit and Appeals Board shall hold a hearing at a time and place of their designation. Based upon the recorded evidence of such hearing, the Permit and Appeals Board shall make a final finding.

Section 2.01.013. Donations.

- (a) The city shall create a specific account within the city's general fund, labeled "Donations Fund", for Animal Services purposes to account for the collection and spending of donations to the city. This fund will provide an accurate accounting of the sources and uses of these monies to demonstrate, to the donor, that the funds are used for their intended purposes. Expenditures of these monies will require City Council approval through the normal budgeting process.
- (b) The Animal Services Division is hereby authorized to accept donations, subject to the approval of the animal control officer supervisor.

Section 2.01.014. Fees for registrations, permits, impoundment, and adoption.

- (a) The animal control officer supervisor may refund, reduce, or waive fees, up to \$50.00, as provided for in the fee schedule in the appendix of this code, under this chapter, in cases of special pet adoption promotions or other special event. Any refund or waiver of fees shall be documented.
- (b) Citations may be issued for failure to pay applicable fees.

Section 2.01.015. Display of Commercial Permits Required.

- (a) All Commercial Establishments, as defined herein, shall at all times prominently display, in a public area, a copy of their current permit(s).
- (b) It shall be a violation for any person who owns, harbors, or possesses an animal that requires a permit, or for any holder of a special use permit, to refuse, upon request by the department, to make his/her animal(s), premises, facilities, equipment, and any necessary registration(s) or permit(s) available for inspection for the purpose of ascertaining compliance with the provisions of this chapter.

Section 2.01.016. Penalty clause.

- (a) Any person, firm, corporation or business entity violating this chapter shall be deemed guilty of a class C misdemeanor, and upon conviction thereof shall be fined a sum not exceeding two thousand dollars (\$2,000.00) per day for violations involving public health and sanitation, and not exceeding five hundred dollars (\$500.00) per day for all other violations. Each continuing day's violation under this chapter shall constitute a separate offense.
- (b) The penal provisions imposed under this chapter shall not preclude the city from filing suit to enjoin the violation. The city retains all legal rights and remedies available to it pursuant to local, state and federal law.

ARTICLE 2.02 IMPOUNDMENT

Section 2.02.001. Impoundment and Redemption.

- (a) Impoundment:
 - (1) It is the duty of the enforcement agent to capture and impound such animals that are running at large or which are required to be impounded pursuant to other laws or ordinances or to protect public safety. Any officer or citizen of the city is authorized to take up and deliver in a humane manner to the Animal Services Facility any animal that may be found running at large in the city.
 - (2) The animal control officer shall impound and quarantine all dogs, cats and other animals exposed to, suspected to be exposed to, or infected with rabies, whether the dog, cat or other animal to be impounded is at large, on a leash, or confined to its owner's premises or whether it is currently vaccinated. Any animal which a licensed veterinarian suspects of having rabies shall be humanely euthanized. Any animal exposed to a rabid animal shall be humanely euthanized or quarantined at the owner's expense for a period mandated by the Texas Department of State Health Services Zoonosis Control Division, not less than ten (10) days from the date of last known exposure.
 - (3) The animal control officer shall impound an animal at the request of a peace officer when the owner of the animal has been arrested, hospitalized, is missing, or has died, and there is no person present, eighteen (18) years of age or older, who will assume the legal responsibility of providing food, water and shelter for such animal.
- (b) Identification of impounded animals:
 - (1) The Animal Control Officer, or his/her deputies, upon receiving an animal for impoundment, shall make a complete registry, including the species, breed, color and sex of such animal, whether it has traceable identification, and the time and place of taking custody. If the animal has traceable identification, he shall enter the name and address of the veterinary clinic, year, the number of the registration tag, and any other

pertinent information. When kennel space allows, animals with traceable identification shall be kept separate from animals that do not have identification. All animals impounded shall be scanned with a microchip reader.

- (2) If, by registration tag, the owner of an impounded animal can be identified, the Animal Control Officer shall, as soon as possible, notify the owner by telephone or mail; however, it is the responsibility of the owner to visit the Animal Services Facility before the expiration of the designated holding period to reclaim lost pets.
- (3) Impounded animals with no means of traceable identification shall be kept for not less than three (3) days, unless earlier reclaimed by the owner under acceptable conditions or earlier euthanized as allowed by this Ordinance. It is the responsibility of the owner to visit the shelter before the expiration of the designated holding period to reclaim lost pets.
- (4) Animals with any type of traceable identification shall be kept for not less than ten (10) days, or not less than three (3) days from the time the owner is notified of their animal being impounded, whichever is the shorter time period, unless earlier reclaimed by the owner under acceptable conditions or earlier euthanized as allowed by this Ordinance. If an animal has a tag that does not list the owner's phone number or address, and the person or business that is in possession of the owner's contact information will not release it to the Animal Services Division, then for the purposes of this section it shall be the responsibility of that person or business to notify the owner of the animal being impounded, and the animal shall be held for three (3) days after the Animal Control Officer contacts the person or business in possession of the owner's contact information. It is the responsibility of the owner to visit the shelter before the expiration of the designated holding period to reclaim lost pets.
- (5) If an owner claims a dog or cat that has been impounded by animal control, that animal shall be spayed or neutered within 30 days of reclamation. Failure to do so will result in a citation. Every day is considered a separate offense.

(c) Retention of impounded animals:

- (1) An animal impounded at the request of an Enforcement Agent as required by this Ordinance shall be kept for not less than ten (10) days unless earlier reclaimed by the owner under acceptable conditions or earlier euthanized as allowed by this Ordinance. It is the responsibility of the owner to visit the Animal Services Facility before the expiration of the designated holding period to reclaim such pets.
- (2) An impoundment period is not required for an animal voluntarily released to the Animal Control Officer by its owner.

(d) Redemption of impounded animals:

- (1) Any owner of an animal that has been impounded under this chapter who wishes to have it returned to him shall personally visit the Animal Services Facility where it is impounded. The Animal Control Officer shall return the animal if the owner can provide sufficient proof of being the animal's owner and if such release will not impair the safety of the public or the animal. The owner of the animal must pay any and all fees set forth herein and must agree to abide by all of the requirements of this chapter before the animal is returned. It is the responsibility of the owner to visit the shelter before the expiration of the designated holding period to reclaim lost pets.
- (2) If an animal that requires a permit or registration is impounded by the Animal Control Officer for violating this chapter and the owner cannot prove that he is in possession of all required permit(s) or registration(s), the owner must meet all requirements of the required permit(s) or registration(s) and must purchase said permit(s) or registration(s) before the animal may be released from the Animal Services Facility.
- (3) If an animal that requires a rabies vaccination is impounded by the Animal Control Officer for violating this chapter and the owner cannot prove that the animal has a current rabies vaccination, a citation for failing to vaccinate will be issued. The owner shall then have five (5) days to provide proof of obtaining a current rabies vaccination to the Animal Control Officer or else he shall be cited again for violation of this Ordinance. Each subsequent day that passes after the five (5) day period shall be considered a separate offense. For the purposes of this section, a rabies tag alone is not sufficient proof of an animal's current rabies vaccination.
- (4) If an animal is impounded by the Animal Control Officer for violating this chapter and the owner cannot prove that the animal has been previously microchipped, the owner must purchase a microchip before the animal may be released from the Animal Services Facility. The identification number provided by the microchip shall be maintained on file at the Animal Services Facility or with a nationally recognized registry, for future identification purposes.

Section 2.02.002. Disposition of Animals.

- (a) An animal surrendered by its owner to the city is immediately abandoned by its owner and is the property of the city. The city may transfer, place, or sell an animal surrendered by its owner at any time after intake.
- (b) Except as provided in subsection (f), the animal shelter must not euthanize an animal before the animal has been impounded for seven (7) business days.
- (c) Except as provided in subsection (d), the city shall hold an impounded animal not surrendered by its owner for a period of three (3) business days following

impoundment of the animal for owner reclamation. On the fourth business day, an impounded animal is the property of the city.

- (d) The Animal Control Officer may dispose of impounded animals after the expiration of any required impoundment period by any of the following methods:

(1) Adoption:

- (A) The Animal Control Officer shall be authorized to place for adoption dogs or cats impounded by the city under the following conditions:

(i) The Animal Control Officer shall determine whether a dog or cat is healthy enough for adoption and if its health and age are adequate for vaccination. However, such decision shall not constitute a warranty of the health or age of the animal.

(ii) There will be an adoption fee for all dogs and cats at an amount set by resolution of the City Council. The fee will include the cost of adoption, rabies coupon, licensing, vaccination, Bordetella (kennel cough-dogs only), implantation of a microchip, and all other necessary testing.

(iii) All animals adopted from the Animal Services Facility shall be implanted with a microchip, vaccinated against rabies, and sterilized. If, in the opinion of a licensed veterinarian, there is a legitimate health risk justifying the delay of this surgery, the person adopting the animal shall sign a written agreement stating that they shall have the animal sterilized within fourteen (14) days of adoption. If the dog or cat being adopted is under the age of six (6) months, the new owner will have the animal sterilized when animal reaches six (6) months of age. A person who signs a sterilization agreement commits an offense if he fails to have the animal sterilized on or before the sterilization completion date stated in the agreement. Each day of the violation shall be considered a separate offense. For the purposes of this section, a legitimate health risk cannot be based solely on the animal's age.

(B) If an adopted animal dies on or before the sterilization completion date, the adopting person must provide within seven (7) days written documentation to the Animal Control Officer that the animal has died.

(C) If an adopted animal is lost or stolen before the sterilization date, the adopting person must provide written documentation to the Animal Control Officer stating that the animal is lost or stolen

and a police report verifying the report of theft. The letter shall be delivered not later than the seventh day after the date of the animal's disappearance and shall describe the circumstances surrounding the disappearance and the date of disappearance.

- (D) The Animal Control Officer may reclaim an adopted animal if the Animal Control Officer has not received confirmation of the sterilization as required.
 - (E) The Animal Services Division shall have the right to require sterilization of an adopted animal, prior to new owner(s) taking possession of said animal. The new owner(s) must show proof (receipt) of pre-paid sterilization from a licensed veterinarian before animal is delivered to veterinarian office. New owner(s) may then pick up animal from veterinarian office when ready.
- (2) The Animal Control Officer may offer the animal to an animal welfare group that has a signed transfer agreement for dogs and cats on file with the Animal Services Division, provided that the group sterilizes and microchips the animal prior to placing it into an adoptive home.
 - (3) The Animal Control Officer may temporarily place the animal in a foster home that has a signed foster agreement for dogs and cats on file with the Animal Services Division.
 - (A) The city shall maintain documentation, in physical form reviewable by the public, of an animal transferred under this subsection, including a photograph of the animal and all information pertaining to the animal's impoundment and transfer, at the animal shelter for ten (10) business days following the impoundment of the animal by the city.
 - (B) Prior to the expiration of the period described in subsection (a)(3)(B), the transferee organization is the designated caretaker of the animal.
 - (C) An animal transferred under this subsection remains subject to reclamation by its owner prior to the expiration of the period described in subsection (a)(3)(B).
 - (4) The Animal Control Officer may humanely euthanize the animal by methods approved by the American Veterinary Medical Association or the Texas Department of State Health Services.
- (d) The choice of as to how to dispose of an impounded animal shall be made at the sole discretion of the Animal Control Officer unless otherwise mandated by a court order.
 - (e) Any impounded, registered or unregistered animal which appears to be suffering from serious injury or disease and which is in great pain and suffering and has a low likelihood of recovery or which appears to have an

infectious disease which is a danger to humans or to other animals in the opinion of the Animal Control Officer or which, due to its extremely violent nature, poses a substantial risk of bodily harm to the safety of the staff of the Animal Services Division, may be humanely euthanized at any time during its holding period by the Animal Control Officer. In the event such an animal is wearing an identification tag on its collar or harness, the Animal Control Officer shall attempt to notify the owner by telephone before taking action.

- (f) It shall be an affirmative defense to prosecution of the owner if he or she can show that, at the time of its impoundment, the animal that was at large due to a major natural disaster, fire, criminal or negligent acts of a third party who was not residing at the animal owner's residence. In such event, the owner shall only be subject only to the provisions of this chapter that require a current rabies vaccination and city registration. An owner's claim of a fire or the criminal or negligent acts of a third party must be proven in one (1) or more of the following manners:
 - (1) A certified copy of a city police or fire report verifying the incident; or
 - (2) The affidavit of city police or fire personnel with direct knowledge of the incident.
- (g) It shall be unlawful for a person to fail or refuse to deliver an unregistered or unvaccinated animal to an Animal Control Officer or police officer upon demand for impounding.

Section 2.02.003 Animals of Prisoners.

- (a) Any person who is taken into the custody of the Joshua Police Department having in his/her possession an animal shall be notified that the animal will be transferred to the Animal Services Facility unless there is another person immediately available to take the animal or the animal is secured at a suitable location under reasonable conditions.
- (b) During the confinement of a person taken into the custody of the Joshua Police Department, the animal will be taken care of by the Animal Services Division. The animal must be redeemed from impoundment within five (5) business days from the time of the incarceration of the owner, at no charge to the owner. If the animal has not been redeemed within the five-day period, the animal shall become the property of the city and may be euthanized in a humane manner, adopted, sold, or transferred to a nonprofit animal welfare organization approved by the Animal Services Division.
- (c) No person shall be able to redeem an animal taken possession of pursuant to this section, except the owner or owner's duly authorized designee.

ARTICLE 2.03 RABIES AND ZOONOSIS CONTROL

Section 2.03.001 State Regulations Adopted.

The City of Joshua hereby adopts by reference Chapters 821, 822, 823, 826, 828, and 829 of the Texas Health and Safety Code, as amended. In addition thereto,

all of the above provisions of these chapters, which are adopted pursuant to the Texas Health and Safety Code, shall have application in the City of Joshua.

Section 2.03.002. Rabies Vaccination.

(a) *Vaccinations required.*

- (1) A person who owns, keeps, harbors or has custody of a dog, cat, or ferret over four (4) months of age must have said animal immunized against rabies by injection of anti-rabies vaccine by a veterinarian validly licensed in Texas or in another jurisdiction.
 - (2) The same animal must receive a booster within the 12-month interval following the animal's initial vaccination, or such interval as provided by state law; and the same animal must be revaccinated against rabies at a minimum of at least once each year with a rabies vaccine licensed by the department of agriculture, or at such interval as provided by state law.
 - (3) A person commits an offense if the person owns, keeps, harbors, or has custody of a dog, cat, or ferret that has not been immunized against rabies as required by this section.
- (b) Every owner of a dog, cat, or ferret immunized against rabies shall procure a rabies vaccination certificate from the veterinarian administering the vaccine.
- (c) The provisions restricting the use and sale of rabies vaccine for animals as set forth in the state statute enacting the "Rabies Control Act of 1981" are hereby adopted by reference, as contained in Chapter 826 of the Health and Safety Code, V.T.C.S., a copy of which is on file in the office of the city secretary, and as amended from time to time.
- (d) It shall be unlawful for a person to administer, sell, or distribute rabies vaccine for animals in a manner not authorized by subsection (c), above.

Section 2.03.003. Reports of Rabies.

- (a) A person, including a veterinarian, who knows of an animal bite or scratch to an individual that the person could reasonably foresee as capable of transmitting rabies, or who knows of an animal that the person suspects is rabid, shall report the incident or animal to the local rabies control authority of the county or municipality in which the person lives, in which the animal is located, or in which the exposure occurs.
- (b) The report must include:
- (1) the name and address of the victim and of the animal's owner, if known; and
 - (2) any other information that may help in locating the victim or animal.

- (c) The Animal Control Department shall investigate a report filed under this section.

Section 2.03.004. Quarantine.

A person commits an offense if the person fails to submit for quarantine or testing an animal that the Animal Control Department has probable cause to believe is rabid, may have been exposed to rabies, or may have exposed a person to rabies. The Animal Control Officer shall be authorized to obtain an administrative search warrant if there is reason to believe any requirements of this section are violated.

Section 2.03.005. Identification/Registration Tag and/or Microchip Required.

- (a) It is a violation of this chapter if any person owning, keeping, harboring or having custody of a dog or cat over the age of four (4) months within the City of Joshua does not register such animal as provided herein. Police dogs or assistance animals shall be exempt from the Identification/Registration tag fee; however, they must be in compliance with all other provisions of this chapter. This section does not apply to animals temporarily within the city for a period not to exceed fourteen (14) days.
- (b) The Animal Control Officer is hereby authorized to appoint Issuing Agents as his/her deputies for the limited purpose of issuing pet animal Identification/Registration Tags. Identification/Registration Tags shall be on forms and tags furnished by the Animal Control Officer and shall be issued subject to the provisions of this chapter and any other rules, regulations or ordinances relating to the issuance of such tags.
- (c) An Issuing Agent may not issue an animal Identification/Registration Tag that is not currently vaccinated against rabies or microchipped. If not microchipped at time of registration the animal will be microchipped by the Animal Control Department at the time of registration.
- (d) Each Issuing Agent shall report the unique Identification/Registration Tag number issued to the Animal Control Officer within thirty (30) days and shall remit all Identification/Registration Tag fees and information collected at least once monthly.
- (e) All dogs and cats four (4) months of age or older must wear traceable identification.
- (f) Any owner who fails to obtain a current city Identification/Registration Tag shall be deemed guilty of a misdemeanor.
- (g) No person may use a city Identification/Registration Tag or rabies certificate on an animal other than for which it was issued.
- (h) Identification/Registration Tags must be renewed annually. No refunds shall be made on any city Identification/Registration Tag fee. A duplicate Identification/Registration Tag may be obtained upon payment of fee established by this chapter.

- (i) Rabies vaccination certificates will be valid for one (1) year.

Section 2.03.006. Confidentiality of Certain Information in Dog and Cat Registry.

The city shall comply with all state laws regarding the confidentiality of information in the dog and cat registry.

Section 2.03.007. Rabies Clinics.

The animal control department may sponsor rabies vaccination clinics.

ARTICLE 2.04 ANIMAL ESTABLISHMENTS

Section 2.04.001. Animal Control Advisory Board.

- (a) There is hereby created an Animal Control Advisory Board. The Board shall be composed of five (5) persons with the following qualifications: one licensed veterinarian; one animal welfare organization representative; one (1) city official, one (1) employee from the Animal Services Division and one (1) at-large person. Persons appointed to such positions by the City Council shall serve for a term of two (2) years, so long as they do not fail to attend more than two (2) meetings of the Board in succession. In that event, or in event of a resignation from the Board, the City Council shall name a successor from the same representative group.
- (b) The Board shall meet at least three (3) times each year and shall perform the following duties:
 - (1) In an advisory capacity to assist the City of Joshua in complying with the terms of the Texas Health and Safety Code, as amended; and
 - (2) In an advisory capacity assist the city in establishing procedures applicable to the city's Animal Services program.

Section 2.04.002. Animal Exhibitions.

- (a) All Animal Exhibitions shall, in addition to other requirements of this Ordinance, comply with the minimum standards of this chapter. All of the Exhibition's facilities shall be subject to inspection by the Animal Control Officer upon his/her request during reasonable hours.
- (b) The presenter of the Animal Exhibition must contact Joshua Animal Services at least seven (7) days before the performance or display and provide dates, times, and exact location of each performance or display.
- (c) It shall be a violation for any person who owns, manages, or represents an Animal Exhibition that requires a permit or registration to refuse, upon request by the department, to make his/her animal(s), premises, facilities, equipment, and any necessary registration(s) or permit(s) available for inspection for the purpose of ascertaining compliance with the provisions of this chapter. All

animal exhibitions must be in compliance with all applicable state and federal regulations.

Section 2.04.003. Wildlife Educational Centers.

- (a) All Wildlife Educational Centers, as defined herein, shall be exempt from city regulations so long as they comply with minimum federal and state regulations, except as provided herein.
- (b) It shall be a violation for any Wildlife Educational Center to refuse, upon request by the department, to make his/her animal(s), premises, facilities, equipment, and any necessary registration(s) or permit(s) available for inspection during the establishment's regular business hours or at any other reasonable hour for the purpose of ascertaining compliance with the provisions of this chapter.
- (c) Failure to meet these standards or violating this chapter in any other way shall be grounds for the issuance of a citation subjecting the owner to penalties provided in this chapter.

Section 2.04.004. Animal Establishments and Animal Dealers.

- (a) All Animal Establishments and Animal Dealers, as defined herein, shall, in addition to the other requirements of this Ordinance, comply with the minimum standards of this section. Persons wishing to operate an Animal Establishment or to become an Animal Dealer within the City of Joshua must apply in writing to the Animal Control Officer who will issue a permit if all of the state and federal requirements are met.
- (b) It shall be a violation for any entity or person to sell, offer for sale, give away, offer to give away, or otherwise transfer ownership of any animal without first obtaining an Animal Establishment or Animal Dealer Permit, unless such activity is authorized by some other section of this chapter.
- (c) It shall be a violation for any Animal Establishment or Animal Dealer to refuse, upon request by the department, to make his/her animal(s), premises, facilities, equipment, and any necessary registration(s) or permit(s) available for inspection during the establishment's regular business hours or at any other reasonable hour for the purpose of ascertaining compliance with the provisions of this chapter.
- (d) Failure to meet these standards, or violating this chapter in any other way, shall be grounds for the issuance of a citation subjecting the owner to penalties provided in this chapter, and/or revocation of the owner's Animal Establishment or Animal Dealer permit at the Animal Control Officer's discretion.

Section 2.04.005. Private Animal Sales.

No owner or person shall display for commercial purpose, offer, sell, trade, barter, lease, rent, or give away, any live animal, on any roadside, public right-of-

way, commercial parking lot, or any flea market. This provision does not prohibit the sale or purchase of animals from a person's private residence with a permit.

ARTICLE 2.05 OTHER ANIMALS

Section 2.05.001. Seizure of a Dog Causing Death of or Serious Bodily Injury to a Person.

Pursuant to Section 822.002 of the Texas Health and Safety Code:

- (a) A justice court, county court, or municipal court shall order the animal control authority to seize a dog and shall issue a warrant authorizing the seizure:
 - (1) on the sworn complaint of any person, including the county attorney, the city attorney, or a peace officer, that the dog has caused the death of or serious bodily injury to a person by attacking, biting, or mauling the person; and
 - (2) on a showing of probable cause to believe that the dog caused the death of or serious bodily injury to the person as stated in the complaint.
- (b) The animal control authority shall seize the dog or order its seizure and shall provide for the impoundment of the dog in secure and humane conditions until the court orders the disposition of the dog.

Any hearings, defenses or other provisions relating to dangerous dogs shall hereby be regulated by Sections 822.002-.006 of the Texas Health and Safety Code. The city also incorporates those sections as part of this Ordinance.

Section 2.05.002. Keeping of a Dangerous Dog.

- (a) In addition to the requirements under state law applicable to an owner of a dangerous dog, the owner of a dangerous dog shall also comply with all of the following requirements of this section, at the owner's expense, before the animal is released from the Animal Services Facility or other state approved quarantine facility:
 - (1) Obtain liability insurance coverage or showing financial responsibility in an amount of at least two hundred and fifty thousand dollars (\$250,000.00) to cover damages resulting from an attack by the dangerous animal causing bodily injury to a person or for damages to any person's property resulting from the keeping of such dangerous animal. A certificate of insurance or other evidence of meeting the above requirements shall be filed with the Animal Control Officer;
 - (2) Register with the city by providing the name and address of the owner; the breed, age, sex, color and any other identifying marks of the animal; the location where the animal is to be kept if it is not at the address of the owner; and two (2) color photographs that clearly identify the dangerous animal;

- (3) Have the animal sterilized;
 - (4) Construct a cage, pen or enclosure for the dangerous animal that has secure sides; a secure top attached to the sides; and a secure bottom which is either attached to the sides or else the sides of the structure must be embedded in the ground no less than two (2) feet. The pen or enclosure must be completely encircled by a fence constructed in such a manner as to prevent a person or child from being able to reach the animal's pen or enclosure;
 - (5) Not allow the animal to go outside of its cage, pen or enclosure unless the animal is under physical restraint. No person shall permit a dangerous animal to be kept outside of its cage, pen or enclosure on a chain, rope or other type of leash unless a person is in physical control of the chain, rope or leash and the person is of competent strength to control the animal at all times. Dangerous animals shall not be leashed to inanimate objects, such as trees, posts, buildings, etc. All dangerous animals outside their cage, pen or enclosure must be securely fitted with a muzzle that will not cause injury to the animal nor interfere with its vision or respiration but shall prevent the animal from biting other animals or human beings;
 - (6) Post signs giving notice of a dangerous animal in the area or on the premises in which such animal is confined. Such signs shall be conspicuously posted at both the front and rear property entrances and shall bear letters not less than two (2) inches high, stating "DANGEROUS ANIMAL ON PREMISES." Such signs shall also display a symbol, that is understandable by small children, that warns of the presence of a dangerous animal;
 - (7) Provide the animal with a fluorescent yellow collar visible at fifty (50) feet in normal daylight and attaching a fluorescent orange tag provided by the Animal Services Division to the collar that is worn at all times so that the animal can be easily identified;
 - (8) Implant a microchip into the animal and registering it for life with the city's Animal Services Division and a recognized national registry;
 - (9) Obtain the dangerous animal permit and paying the appropriate fee annually; and
 - (10) Maintain a current rabies vaccination and a current city license.
- (b) Any animal that is deemed a dangerous animal that was not previously impounded or otherwise in possession of the Animal Services Facility or any other state approved quarantine facility, shall immediately be impounded and boarded at the owner's expense until such time as the owner complies with all of the required conditions as set forth by the court's ruling. The animal shall be held at the owner's expense pending the outcome of any appeals. It shall be a violation of this section for the owner to refuse to turn the animal over as

required and for the purposes of enforcement; each day for each animal in question shall be considered a separate offense.

- (c) The owner shall have fifteen (15) days from the declaration of the animal as dangerous to comply with all of the required conditions as set forth by this section. If the owner fails to meet all of the requirements, the animal may be humanely euthanized on the sixteenth (16th) day by the Animal Control Officer or a licensed veterinarian.
- (d) In the event that a registered dangerous animal escapes its cage, pen or enclosure or attacks a human being or another animal, the owner of the dangerous animal shall immediately notify the Animal Services Division. For the purposes of this section, immediately shall mean within thirty (30) minutes of the owner becoming aware of the escape or attacks.
- (e) In the event that a registered dangerous animal dies, the owner must notify the Animal Control Officer within seven (7) days.
- (f) Prior to transferring ownership in any way or moving a registered dangerous animal, either inside or outside the city limits, the owner must obtain, in writing, permission from the Animal Control Officer to transfer ownership or move the animal. If ownership of the animal is being transferred, the new owner will be required to comply with all provisions of this chapter before the animal can be moved from the previous owner's custody. If the animal is being moved from the city limits, the owner must provide, in writing to the Animal Control Officer, the destination address of where the animal is to be moved to and proof that the owner has alerted the agency responsible for animal services in that area.
- (g) In the event that any owner of an animal declared to be dangerous violates any order of the Public Health Administrator, the animal may be immediately seized and impounded by the Animal Control Officer. In addition, the animal shall be seized immediately if the animal bites, injures, or attacks a human being or another animal. Any animal already declared to be dangerous which is impounded due to any violation of this chapter or seized for causing injury to a human being or another animal shall immediately become the property of the City of Joshua and shall not continue to be a registered dangerous animal.
- (h) If the dangerous animal makes an unprovoked attack on a person or another animal outside the animal's enclosure and causes bodily injury to the person or other animal, the owner of the dangerous animal will be guilty of a Class C misdemeanor, unless the attack causes serious bodily injury or death, in which event the offense is a Class A misdemeanor.
- (i) If an owner of a dangerous animal is found guilty of an offense under this section, the Public Health Administrator or his designee may order the dangerous animal be humanely euthanized by the Animal Control Officer or a licensed veterinarian.
- (j) No animal shall be declared a dangerous animal if the threat, injury or damage caused by the animal was the result of a willful trespass upon

another's property, or the person injured was tormenting, abusing or assaulting the animal or its owner, or was committing or attempting to commit a crime at the time of injury.

- (k) Orders of the Public Health Administrator pertaining to dangerous animals may be appealed to the City of Joshua Permit and Appeals Board by filing a written notice of appeal within five (5) days to the city manager's office. During the pendency of such appeal, the order of the Public Health Administrator shall be suspended, and the animal shall remain impounded at the owner's expense at the Animal Services Facility or other state approved quarantine facility for observation. Decisions of the Permit and Appeals Board shall be final.
- (l) It shall be a violation for any owner of a permitted dangerous animal to refuse, upon request by the department, to make his/her animal(s), premises, facilities, equipment, and any necessary permit(s) available for inspection for the purpose of ascertaining compliance with the provisions of this chapter.
- (m) The owner of an animal that has been determined to be dangerous by another jurisdiction is prohibited from bringing such animal into the city limits.
- (n) The Animal Control Officer shall be authorized to obtain a search and seizure warrant if there is reason to believe any requirements of this section are being violated.

Section 2.05.003. Keeping of Certain Animals Prohibited.

It shall be unlawful for a person to sell, offer for sale, barter, trade, keep, own, maintain, use or have in the person's possession or on premises under the person's control any of the following:

- (a) Any dangerous animal except as provided in Section 2.05.002 pursuant to a final determination that the animal is dangerous; or
- (b) Any prohibited animal unless that person is a person exempted by Section 822.102, Subchapter E, Dangerous Wild Animals, of the Texas Health and Safety Code, as amended.
- (c) It shall be unlawful for a person to sell, offer for sale, barter, trade, keep, own, maintain, use or have in a person's possession or on premises under such person's control any of the following:
 - (1) Any dangerous animal except as provided in Section 2.05.002 pursuant to a final determination that the animal is dangerous; or
 - (2) Any prohibited animal.
 - (3) A prohibited animal is exempt from this section if:
 - (A) The animal(s) belongs to a bona fide zoological park, animal exhibition, wildlife educational center, museum, licensed laboratory, publicly owned nature center, or animals kept by

bona fide members of an educational or scientific association or society approved by the animal control department, or persons holding permits from an agency of the state or the United States for the care and keeping of animals for rehabilitative purposes; or

- (B) The animal is an assistance animal as defined in this chapter that has been registered with the city and the animal control manager has been provided with:
 - i. Records of vaccination appropriate for the species of animal;
 - ii. Documentation from a veterinarian that the animal is healthy;
 - iii. Proof of proper restraint for the animal; and
 - iv. Proof that the animal has been or is being trained to perform tasks of an assistance animal.

Section 2.05.004. Beekeeping.

- (a) Purpose. The purpose of this section is to establish certain requirements of sound beekeeping practice that are intended to avoid problems that may otherwise be associated with the keeping of bees in populated areas.
- (b) Keeping of honeybees. Honeybees may be kept if all of the following conditions are met:
 - (1) Beekeeping permit. Any person desiring to keep honeybees on their property must first obtain a permit from the animal control authority.
 - (A) The animal control authority shall have the right to inspect any property with a beekeeping permit at any time for the purpose of ensuring compliance with this section.
 - (B) Beekeeping permits must be renewed annually and each renewal will require inspection and approval by the animal control authority or designee.
 - (C) Beekeeping permits are issued for specific owners of a specific property. Application for a new beekeeping permit shall be required if:
 - (i) The original beekeeping permit holder moves to a new residence within the city limits and wishes to keep honey bees on the new property; or
 - (ii) Ownership of the property for which a beekeeping permit was originally issued changes and the new owners desire to keep honey bees.

(2) Standards of care and practice.

- (A) In each instance in which a colony is situated within ten feet (10') of a private or public property line, including schools, of the tract upon which the apiary is located, as measured from the nearest point on the hive to the property line, the beekeeper shall establish and maintain a flyaway banner at least eight feet (8') in height consisting of a solid wall, fence, dense vegetation, or a combination thereof so that the honeybees will fly over rather than through the material to reach the colony.
- (B) Each beekeeper shall ensure that a convenient source of water is available to the bees at all times within twenty feet (20') of all hives.
- (C) All honeybee colonies shall be kept in hives with removable frames or bars, which shall be kept in sound and useful condition.
- (D) Beekeepers shall diligently "re-queen" hives known to be aggressive.
- (E) Any hive contaminated with or known to have Africanized bees shall be destroyed by a qualified beekeeper at the owner's expense.
- (F) Beekeepers shall mark each hive with name and phone number of the beekeeper.
- (G) Enclose the apiary sufficient to prevent small children or animals from accessing the hives.
- (H) Each hive must be "re-queened" at least once every twenty-four (24) months and the owner shall keep receipts and written records of the exact date of the "re-queening" of each hive for at least two (2) years.
- (I) Each hive shall be maintained in a healthy state and maintain the grounds near each hive in a sanitary manner.

(3) Colony densities.

- (A) No property with an area less than two (2) acres shall be permitted.
- (B) The maximum number of hives shall be no more than three (3).

(4) Inspections. A person commits an offense if he owns, harbors, or possesses honeybees and refuses, upon request by the animal control authority, to make his honeybees, premises, facilities, or equipment available for inspection during reasonable hours.

- (5) Penalty. Any beekeeper violating any of the terms and provisions of this section shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in accordance with section 1.01.009 of the city code.

Section 2.05.005. Keeping of Other Animals; Nuisance Conditions.

- (a) No person shall engage in keeping livestock within the corporate limits of the city, except in conformance with and only to the extent so permitted by the zoning ordinances of the city.
- (b) The keeping of or causing to be kept any livestock or any other such animals in those areas appropriately permitted by the zoning ordinances of the city in pens or enclosed areas in such a manner as to become offensive to other persons living nearby is hereby declared to be a nuisance. The housing of livestock within 25 feet of an adjacent property line is hereby declared to be a nuisance.
- (c) It shall be unlawful for any person to park or leave standing any truck, trailer, or other vehicle that has been used for the hauling of livestock, animals or fowl in a residential area of the City of Joshua when notified by an enforcement agent that such vehicle is creating a nuisance due to odors, gases or fumes. Upon such notification, the owner, operator, driver or other person responsible for such vehicle shall move such vehicle to a location outside of any residential area of the city.
- (d) All manure and other excrement shall be disposed of in such a manner as to prevent it from becoming offensive to other persons living nearby. It shall be unlawful for any person to transport slop, garbage or other refuse over any alley, street or highway within the corporate limits of the city for the purpose of feeding hogs or swine within the city.
- (e) Honeybees. Notwithstanding the provisions of section 2.05.004, a beekeeper shall not keep honeybees in such a manner as to deny any person the reasonable use and enjoyment of adjacent property or endanger the personal health and welfare of the inhabitants of the city. Removal for noncompliance:
- (1) Complaint. Upon receipt of a sworn complaint by any person, including the city attorney, a peace officer or animal control authority to the municipal court that honeybees are being kept in a manner that denies the reasonable use and enjoyment of adjacent property or endangers the personal health and welfare of the inhabitants of the city. The municipal court shall set a time for a hearing to determine whether the honeybees are being kept in violation of this section. The hearing shall not be later than the fifteenth (15th) day after the judge of the municipal court receives and reviews the complaint.
- (2) Notice. The municipal court shall give written notice of the time and place of the hearing to the beekeeper and the person who made the sworn complaint.

- (3) Presentation of evidence. Any interested party, including the city attorney, may present evidence at the hearing.
- (4) Order for removal. If the municipal court determines that the honeybees deny to any person the reasonable use and enjoyment of adjacent property or endanger the personal health and welfare of the inhabitants of the city, the municipal court shall order the honeybees removed from the property. Upon receipt of such order, the beekeeper shall remove the bees within ten (10) calendar days of the order. Failure to comply with the municipal court order shall constitute a separate violation of this code for each day of noncompliance, and in addition, the city may contract for the removal of the bees and charge the beekeeper for such removal.

Section 2.05.006. Keeping of Livestock, Goats, Hogs or Swine.

- (a) The keeping of livestock shall be permitted in “A” agriculture zoning districts and in areas primarily used for agriculture purposes, with the exception of the following limitations.
- (b) Goats. The keeping of goats shall be permitted in “R-1L” single family residential – large lots zoning districts and in “A” agriculture zoning districts subject to the following requirements:
 - (1) In “R-1L” zoning district, lots must be a minimum of one (1) acre, and only two (2) goats are permitted per acre.
 - (2) In “A” zoning districts, lots must be a minimum of two (2) acres, and only four (4) goats are permitted per acre.
- (c) Hogs and Swine. It shall be unlawful for any person other than a veterinarian to keep any live hogs or swine within the city limits, except in the hereinafter-named location(s), for a period longer than twenty-four (24) hours:
 - (1) The campus and grounds of Joshua Independent School District.
- (d) All hog pens, barns, stables and other facilities housing livestock shall meet the requirements of the city building code, zoning ordinance, and the general design standards, specifications, and operating procedures for animal establishments.
- (e) Unless specifically provided for herein, only one (1) head of livestock is permitted per one (1) acre of land.
- (f) It shall be a defense to prosecution regarding the number of livestock being kept, that the same livestock in question were being kept on the same premises, by the owner of the livestock, prior to the adoption of this section. Notwithstanding the foregoing, at such time as the livestock on the property dies or is otherwise disposed of by the owner, it may not be replaced until such time as the livestock meets the requirements set forth herein and then

only may be replaced to the extent such number and kind is in conformance with this section.

- (g) It shall be a defense to prosecution that the person keeping the livestock is a student, is a member of the local FFA Club and has been issued a temporary permit by the Animal Control Officer Supervisor, who shall have the discretion to issue said permit upon proper documentation provided by the student and/or teacher.

Section 2.05.007. Estray.

It shall be unlawful for any person, firm, or corporation to allow an estray(s) to be unattended upon any public street, alley, thoroughfare or upon the property of another in the corporate city limits of Joshua. The person, firm, or corporation having ownership or right to immediate control of such estray(s) shall have the burden to keep such estray(s) off the public streets, alleys, and thoroughfares or the property of another in the city.

Section 2.05.008. Placement and Baiting of Animal Traps.

- (a) It shall be unlawful for any person to place or place and bait or to permit the placing or placing and baiting of any trap designed for trapping animals in any highway, street, alley or other public place within the corporate limits of the city unless specific permission by Animal Services Division has been granted. However, nothing in this chapter shall prohibit an Animal Control Officer from placing such traps on public or private property as may be necessary to capture animals running at large.
- (b) It shall be unlawful for any person to remove, alter, damage, or otherwise tamper with a trap or equipment belonging to or set out by the Animal Control Officer.
- (c) Residents of the city wishing to trap unwanted animals on personal private property may do so with the use of humane cage traps. Traps may be obtained from Animal Services. Any trapping program must have prior written approval of the land manager or owner, and written notification of activities to the Animal Services Division.
- (d) Any traps mentioned in this article found upon public property are hereby declared to be abandoned traps and any enforcement agent is hereby authorized and directed to impound any such trap and process the same as abandoned property in accordance with the applicable provisions of this Code.
- (e) It shall be unlawful for any person to place or place and bait or to permit the placing or placing and baiting of any steel jawed trap (commonly known as a "bear trap", "wolf trap", "leg hold trap", or "coyote trap") within the corporate limits of the city.
- (f) No person shall place any substance or article that has in any manner been treated with any poisonous substance in any place accessible to human

beings, birds, dogs, cats or other animals with the intent to kill or harm animals. This shall include anti-freeze purposely left exposed to poison animals. This section, however, does not preclude the use of commercially sold poisons when applied in accordance with the manufacturer's directions for such use, in that person's residence, accessory structure or commercial establishment, provided that such use does not violate any other section of this Ordinance.

Section 2.05.009. Guard Dogs.

Every person having care, control, or custody of any dog which has received guard dog training must register such dog with the Animal Control Officer. Any dog which has received guard dog training may be destroyed when such dog is found running at large. The owners or keepers of guard dogs shall be subject to the other provisions of this Ordinance. An ID collar identifying the dog as a guard dog must be worn at all times, and affixed to the collar there shall be: guard dog tag, current rabies tag, and a city license at all times. The dog must wear a muzzle when out of confinement."

SECTION 3 **Repealer Clause**

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

SECTION 4 **Severability Clause**

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 **Penalty Clause**

Any person, firm, corporation or business entity violating this Ordinance shall be deemed guilty of a Class C misdemeanor, and upon conviction thereof shall be fined a sum not exceeding two thousand dollars (\$2,000.00) per day for violations involving public health and sanitation, and not exceeding five hundred dollars (\$500.00) per day for all other violations. Each continuing day's violation under this Ordinance shall constitute a separate offense.

The penal provisions imposed under this Ordinance shall not preclude the City of Joshua from filing suit to enjoin the violation. The City of Joshua retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 6
Saving Clause

All rights and remedies of the City of Joshua are expressly saved as to any and all violations of the provisions of the Joshua City Code or any other ordinances regulating animals that 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 7
Engrossment and Enrollment Clause

The City Secretary of the City of Joshua is hereby authorized to publish this Ordinance in book or pamphlet form for general distribution among the public, and the operative provisions of this Ordinance as so published shall be admissible in evidence in all courts without further proof than the production thereof.

SECTION 8
Publication Clause

The City Secretary of the City of Joshua is hereby directed to publish in the official newspaper of the City of Joshua, the caption, penalty clause, publication clause and effective date clause of this Ordinance one (1) time after the passage of this Ordinance.

SECTION 9
Effective Date

This Ordinance shall be in full force and effect from and after its passage and publication as required by law, and it is so ordained.

[Signature Page to Follow]

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY
OF JOSHUA, TEXAS, THIS THE _____ DAY OF AUGUST, 2021.

Joe Hollarn, Mayor

ATTEST:

Alice Holloway, City Secretary

APPROVED AS TO FORM:

Terrence S. Welch, City Attorney

CITY OF JOSHUA, TEXAS

ORDINANCE NO. ____-202~~19~~

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AN ORDINANCE AMENDING CHAPTER 2 OF THE CITY OF JOSHUA CODE OF ORDINANCES REGARDING THE KEEPING OF ANIMALS WITHIN THE CITY OF JOSHUA; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Joshua, Texas ("City Council") previously adopted a comprehensive animal control ordinance; and

WHEREAS, local conditions and recent amendments to the state laws regarding the regulation of animals require modification of said comprehensive animal control ordinance; and

WHEREAS, the City Council hereby exercises its authority under Article 11, Section 5, of the Texas Constitution as a home rule city to enact regulations not inconsistent with the general laws of the State of Texas in the interest of the health, safety and welfare of the citizens of the City of Joshua.

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

SECTION 1

All of the above findings are hereby found to be true and correct and are hereby incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2

From and after the effective date of this Ordinance, existing Chapter 2, "Animal Control," of the Code of Ordinances of the City of Joshua, Texas, is hereby repealed in its entirety and replaced with a new Chapter 2, "Animal Control," to read as follows:

"CHAPTER 2 – ANIMAL CONTROL

SECTION 1
Animals

ARTICLE 2.01 GENERAL PROVISIONS

Section 2.01.001. Definitions.

For the purposes of this chapter, certain terms and words are hereby defined. Words used in the present tense include the future, the singular number includes the plural, and the plural the singular; reference to the male gender includes the female, and references to any person or animal without specifying gender include both male and female; the word "shall" is mandatory and directory wherever it is used in the chapter. Other words defined are:

Abandon means leaving in an enclosure or at large without providing food, water, or shelter from the sun, rain, hail, or snow.

Abused means wounded, maimed, trapped, beaten, crippled, starved, or tortured by any means or lack of necessary immediate medical care or failure to give food, water, shelter, and shade, be it man made or natural.

Animal means any living creature, except human beings, classified as a member of the Kingdom Animalia and including, but not limited to, mammals, birds, reptiles and fish.

Animal control officer means an employee of the City of Joshua appointed by the City Manager to supervise the operation and maintenance of the City's animal services facility, to act as the animal control authority under state law, and to help carry out and enforce the provisions of this chapter.

Animal dealer means any person, partnership or corporation engaging in the business of buying, selling or trading animals to others in any public area, including, but not limited to, sale of any animal at a roadside stand, booth, flea market, or other temporary site. This definition does not include private party animal sales or government operated animal shelters.

Animal establishment means any facility or business that has custody or control of animals within the City of Joshua including, but not limited to, pet shops, volunteer or public kennels or rescue shelters, pet grooming facilities, animal auction facilities or commercial kennels. This term does not include veterinary or medical facilities, research or other facilities licensed by government agencies.

Animal exhibition means any exhibition or act featuring performing animals, including circuses, temporary animal exhibits, petting zoos and private zoos. Such exhibitions shall not include resident or non-resident dog and cat shows which are sponsored and/or sanctioned by the animal services division.

Animal services division means the department of the City of Joshua tasked with the responsibilities set forth herein and any other animal related matters as may be deemed necessary by the city manager.

Animal services facility means an establishment operated by the City of Joshua for the temporary confinement, safekeeping, and control of animals which come into the custody of the City of Joshua.

Apiary means a place where honeybee colonies are kept.

Assistance animal means any animal professionally trained to assist a person with a disability.

At large means an animal (excluding sterilized and registered cats) that meets one (1) of the following criteria:

- (a) On premises of owner. Any animal not confined to the premises of the owner by some physical means of sufficient height, strength, length, and/or manner of construction to preclude the animal from leaving the premises of the owner. Any animal being contained by a fence that, because of the fence's lack of height or general disrepair, cannot properly restrict the animal, shall be considered at large.

- (b) Off premises of owner. Any animal which is not physically and continually restrained by some person by means of a leash or chain of proper strength and length that precludes the animal from making unsolicited contact with any person, their clothing, their property, or their premises.

The term shall not include animals being trained or exhibited while under the immediate physical ~~or vocal~~ control of a person, ~~so long as the animal demonstrates complete and immediate compliance with all vocal commands of the person.~~

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Attack means biting or scratching of a person or an animal by an animal.

Auction means any place or facility where animals are regularly bought, sold or traded. This definition does not apply to individual sales of animals by private owners.

Beekeeper means a person who owns, leases, or manages one (1) or more colonies of honeybees, whether for private or commercial purposes.

Breeder means a person who breeds dogs or cats and transfers possession of more than one litter per breeding female dog or cat.

Cat means any live or dead cat (*Felis catus*).

Circus means a commercial variety show featuring animal acts for public entertainment.

City means the City of Joshua, Texas.

City manager means the City Manager of the City of Joshua, Texas.

Colony means a hive and its equipment and appurtenances including honeybees, comb, honey, pollen and brood.

Commercial establishment means establishments that engage in activities that include animal dealer, animal establishment, and animal exhibition, as those terms are defined herein.

Continuing public nuisance means a public nuisance that, after required notice is given to the owner of an animal(s) or person in control of an animal(s), continues unabated, as determined by the Animal Control Officer.

Cruelly treated includes tortured, seriously overworked, unreasonably abandoned, unreasonably deprived of necessary food, care or shelter, cruelly confined, or caused to fight with another animal.

Dangerous animal means regardless of the individual's animal age or health:

- (a) Any individual animal which, because of its physical nature and/or vicious propensity, would constitute a danger to human life or property; or any animal that is possessed of tendencies to attack or to injure human beings or other animals;
- (b) An animal that commits an unprovoked attack on a human being that causes bodily injury and occurs in a place other than an enclosure in which the animal was being

kept and that was reasonably certain to prevent the animal from leaving the enclosure on its own;

- (c) An animal that commits unprovoked acts in a place other than an enclosure in which the animal was being kept and that was reasonably certain to prevent the animal from leaving the enclosure on its own and those acts cause a person reasonably to believe that the animal will attack and cause bodily injury to that person;
- (d) An animal that makes an unprovoked attack on a domestic animal or domestic fowl that causes bodily injury or death and which occurs when such animal is at large; or
- (e) A dangerous wild animal, as defined herein.

Dangerous wild animal means any animal of a species defined as a “dangerous wild animal” in Subchapter E (*Dangerous Wild Animals*), Chapter 822 (*Regulation of Animals*), of the Texas Health and Safety Code.

Deep box means a structure for housing bees that has a depth not larger than 9-5/8” deep.

Department means the city health department.

Dog means any live or dead dog (*Canis familiaris*).

Doghouse means a structure made of wood, plastic, or metal materials, but not limited to any of the above, that is for the sole use of a dog. The dog house shall be made of a material to protect the animal from: rain, snow, or other unfavorable weather conditions.

Endangered species means any species of animal that is considered endangered by International, Federal, or State Regulations.

Enforcement agent means the public health administrator, local rabies control authority, local health authority, animal services officers, peace officers, firefighters and other authorized employees of the City of Joshua.

Estray means any unbranded sheep, cattle, horses, or mules found running at large, or any branded sheep, cattle, horses, or mules found running at large, or any swine found running at large; but it does not mean nor include any unweaned animal specified in this section that is running with its mother.

Foster Home means a temporary care facility for an animal.

Guard Dog means a dog that has been trained professionally to display aggressive training for the specific purpose of protecting persons or property.

Harbor means to provide home, sustenance, shelter, refuge, care or habitat for or to exercise custody or control over a domestic animal.

Harborer means any person, family, group of persons, firm, corporation, association, or partnership who harbors a domestic animal.

Hive means a structure intended for the housing of a honeybee colony.

Honeybee means any stage of the common honeybee, *Apis mellifera* species.

Identification means any acceptable method such as microchipping, registration tag, or tattoo readily traceable to the current owner.

Impound means the placing of an animal in the city's animal services facility, or, the taking into custody of an animal for the purposes of transportation to the city's animal services facility.

Inhumane treatment of animals means any treatment of an animal prohibited by any provision of law, including federal, state and local laws, ordinances or rules.

Kennels, commercial, for purposes of this chapter only, means any establishment where a person, partnership or corporation keeps dogs or cats primarily for the purpose of breeding, buying, selling, trading, showing, training or boarding such animals.

Licensed veterinarian means a veterinarian licensed by the Texas Board of Veterinary Examiners.

Livestock means or includes, regardless of age, sex or breed, horses, consisting of all equine species including mules, donkeys, and jackasses; cows, consisting of all bovine species; sheep, consisting of all ovine species; llamas or alpacas; goats, consisting of all caprine species; and pigs, consisting of all swine species.

Local rabies control authority means the animal control officer or other designee of the Public Health Administrator.

Medium box means a structure for housing bees that has a depth not larger than 6-5/8" deep.

Microchip means a passive electronic device that is injected into an animal by means of a hypodermic-type syringe device. Each microchip shall contain a unique and original number that is read by an electronic scanning device for purposes of animal identification and recovery by the animal's owners. The microchip shall be supplied with an exterior collar-type tag for purposes of an external means of notifying others that the animal has been implanted with a microchip.

Microchip reader means an electronic scanner with an operating frequency that is able to detect a microchip that has been implanted in an animal, and display the number of the microchip to its operator. The microchip reader shall be of a type that activates and displays the number of a microchip manufactured by multiple vendors.

Municipal court means the City of Joshua Municipal Court of Record.

Neglected means without sufficient food, shelter, shade, water, or without appropriate veterinary care and treatment to maintain health or heavily infested with parasites.

Neutered means any animal, male or female, rendered incapable of breeding or being bred.

Owner means any person, partnership, corporation, association or legal entity that harbors, shelters, keeps, controls, manages, possesses or has whole or part interest in any

Comment [AH1]: Goats- The AC Board would like to allow goats as follows:

Zoning R-1L – Must have minimum of 1 acre and allowed 2 goats per acre.

Zoning AG- Must have minimum of 2 acres. AG Zoning, they are allowed 4 goats per acre.

Comment [JRP2]: See keeping of livestock section below – 2.05.006.

animal. The occupant, owner or head of household of any premises where an animal remains for seventy-two (72) hours or more shall be rebuttably presumed to be the owner of such animal, unless the animal has been reported to the Animal Control Shelter as a stray animal. An occupant of any premises on which a dog or cat remains or customarily returns is a person responsible for it under this chapter. If a person under the age of seventeen (17) years owns an animal subject to the provisions of this chapter, the head of the household of which such person under the age of seventeen (17) years is a member shall be the person responsible for the animal under this chapter. Such household head may himself be under the age of seventeen (17) years and therefore subject to prosecution under this chapter. There may be more than one person responsible for an animal.

Pet animal means any animal that may be kept as a pet within the City of Joshua so long as all of the required provisions of this Ordinance are met, and is not a dangerous wild animal or a wild animal, including but not limited to the following animals:

- (a) Reptiles – Any non-venomous reptile that is not protected from ownership by any state or federal law;
- (b) Birds – Any birds commonly kept as pets that are not protected from ownership by any state or federal law, or any bird kept for falconry purposes by a state and federally permitted falconer;
- (c) Fish – Any fish commonly kept as pets that are not protected from ownership by any state or federal law; or
- (d) Mammals – includes any mammal commonly kept as pets including dogs, cats, ferrets, rabbits, guinea pigs, hamsters, hedgehogs, rats, mice, chinchillas, and sugar gliders but not limited to these.

Permit means a certificate issued, pursuant to this Ordinance, by the City of Joshua, Texas.

Prohibited animal means an animal that poses a potential physical or zoonotic disease threat; that is a member of an endangered species; or that is protected by International, Federal, or State Regulations other than a common domestic species regardless of state of duration of captivity including, but not limited to, the following categories:

- (a) Class *Reptilia*.
 - (1) *Category I* - Order *Squamata*, family *Helodermatidae* (the venomous lizards such as Gila monsters and beaded lizards), family *Hydrophiidae* (marine snake), family *Viperidae* (such as rattlesnakes, copperheads, cottonmouth, moccasin, and true vipers), family *Elapidae* (such as coral snakes, cobras, and mambas), family *Colubridae* (including rear-fanged colubrids such as *Dispholidus typus* (boomslang), *Hydrodynastes gigas* (water cobra), *Boiga dendrophilia* (mangrove snake), and other venomous *Boiga* species, and *Thelotornis kirtlandi* (twig snake), family *Boidae* (such as pythons and boas longer than six (6) feet, anacondas); order *Crocodylia* (such as crocodiles, caimans, and gavials).
 - (2) Class *Aves*.

- (A) *Category II* – order *Sfrigiformes* (such as owls), order *Falconiformes* (such as falcons, hawks, eagles, and vultures).

(b) Class *Mammalia*.

- (1) *Category III* – Order *Carnivoria*, family *Felidae* (such as lions, ocelots, margays, tigers, jaguars, leopards, and cougars) except domestic cats, the family *Canidae* (such as wolves, dingos, coyotes, and jackals), except domestic dogs, family *Ursidae* (such as bears), suborder *Pinniedia* (such as seals and sealions) order *Primata* (such as apes, orangutans, chimpanzee, and gorillas) order *Proboscida* (elephants) order *Chiroptera* (bats) order *Ungulata* (such as antelopes, deer, bison, and camels) and order *Marsupiala* (such as kangaroos), and any hybrid thereof.
- (2) *Category IV* – Order *Carnivora*, family *Mustelidae* (such as weasels, skunks, martins, mink, and badgers), except ferrets, family *Procyonidae* (raccoon) family *Vivveridae* (such as civets and mongooses); order *Edentata* (such as sloths, anteaters, and armadillos), and order *Rodefia* (such as porcupines).

(c) *Fish*.

- (1) *Category V* – Order *Anguilliforms*, family *Muraenidae* and family *Congridae* (eels) order *Cypriniforms*; and family *Characidae* (piranha fish).
- (d) *Exceptions to list of class; family and order of prohibited animal*. Prohibited animal does not include livestock, fowl, ratites, poultry, or common household pets, such as a psittacine bird, canary, finch, cockatiel, or other commonly kept domestic birds, small monkey, hamster, guinea pig, gerbil, rabbit, fish, or small non-venomous reptile which is less than six (6) feet long and are not listed in any category above.

Public health administrator means the administrative official appointed by the city manager.

Public nuisance means the conduct of any owner in allowing an animal to:

- (a) Engage in conduct which establishes such animal as a dangerous animal, as defined herein;
- (b) Damage, soil, defile or defecate on private property other than the owner's or on public property, unless such waste is immediately removed and properly disposed of by the owner of the animal;
- (c) Be at large, as defined herein (excluding sterilized and registered cats that are identified by some means of traceable identification);
- (d) Cause a disturbance by excessive barking, howling, or noise making near the private residence of another;
- (e) Produce odors or unclean conditions sufficient to offend a person of normal sensibilities standing or which creates a condition conducive to the breeding of flies or other pests;

- (f) Chase vehicles, or molest, attack or interfere with other animals or persons, or is at-large on public or private property; or
- (g) Create a condition that is dangerous to human life or health; renders the ground, the water, the air or the food a hazard or injurious to human life or health or that is offensive to the senses; or that is detrimental to the public health.

Quarantine means to take into custody, place in confinement, and isolate from human beings and other animals. The quarantine period for a dog, cat, domestic ferret, or other mammal for rabies observation is ten (10) days or 240 hours from the date and time of the bite, scratch or other exposure, or as recommended by the regional veterinarian from the Texas Department of State Health Services.

Registration means a rabies certificate issued by a licensed veterinarian and an identification tag recognized by Animal Services from an approved issuing agent.

Restraint means to control an animal by physical means so that it remains on the premises of the owner, or, when off the owner's premises, by means of a cage, or leash or rope under the direct control of a person of sufficient strength to control the animal.

Running at large means to be free of physical restraint outside of an enclosed or fenced area. Voice control alone does not constitute physical restraint.

Serious bodily injury means an injury characterized by severe bite wounds or severe ripping and tearing of muscle that would cause a reasonably prudent person to seek treatment from a medical professional and would require hospitalization without regard to whether the person actually sought medical treatment.

Shade means any natural or man-made structure that will provide shade from the sun not to include a dog house, shed, lean-to, or space under a house or mobile home.

Shallow box means a structure for housing bees that has depth not larger than 5-7/8" deep.

Shelter means any structure that will shield an animal from rain, snow, hail, freezing temperature, excessive heat, and other unfavorable weather conditions, including direct exposure to wind from the north. A shelter will consist of the following:

- (a) Appropriate size for the animal to stand, turn, and lay comfortably;
- (b) To have a top, four (4) sides, and a floor; and
- (c) Have an opening of appropriate size for the animal to fit through.

Sterilized means an animal rendered incapable of reproduction by means approved by the American Veterinary Medical Association.

Tether means to chain, tie, fasten or otherwise secure an animal to a fixed point or trolley system so that it can move or range only within certain limits.

Traceable identification means a type of identification, such as a tag, microchip, or tattoo that can be readily used by Animal Services to identify the current ownership of an animal.

Unprovoked attack means an incident in which a dog which attacked a human being or an animal was not hit, kicked, or struck by a human being with any object or part of a human being's body, nor was any part of the dog's body pulled, pinched, or squeezed by a human being, nor was the dog taunted or teased by any human being, nor was the human being in the dog's territory on the property of the dog's owner at the time of the attack.

Vaccination means the inoculation of an animal with a rabies vaccine that is licensed by the United States Department of Agriculture for use in that species and which is administered according to the label's directions by a veterinarian for the purpose of immunizing the animal against rabies.

Veterinary clinic means any establishment maintained and operated by a licensed veterinarian for surgery, diagnosis and treatment of diseases and injuries of animals.

Wildlife educational center means an organization that has met all of the state and federal requirements to possess wildlife for educational purposes.

Zoological park means any facility, other than a pet shop, kennel, or wildlife education center, displaying or exhibiting one or more species of non-domesticated animals, and operated by a person, partnership, cooperation, or governmental agency.

Zoonotic disease means a disease which is of animal origin and usually causes illness to other members of animal populations and which can adversely affect man.

Section 2.01.002. Permit and Appeals Board.

- (a) There is hereby established a permit and appeals board for the purpose of hearing and deciding any appeal by any person aggrieved by a determination or decision authorized or otherwise rendered pursuant to this chapter. The permit and appeals board shall consist of the members of the animal control advisory board, established pursuant to section 2.04.001 of this chapter.
- (b) Any appeal by an aggrieved person must be in writing and submitted to the city manager within ten (10) calendar days of any determination or decision rendered by the city or the animal control officer. Within fifteen (15) calendar days of filing such an appeal, the city manager shall inform an appellant in writing of the date on which the permit and appeals board will consider the appeal. At the time of filing the appeal, the appellant shall provide a detailed explanation why the determination by the city or animal control officer was in error. The decision of the permit and appeals board regarding any appeal shall be final. Any appeal that is granted must be approved by a three-fourths (3/4) vote of the permit and appeals board qualified to vote.
- (c) In considering any appeal, the permit and appeals board is not restricted to the rules of evidence applicable in a court but may rely upon that evidence which a reasonable person would rely upon in reaching a decision. Any person having knowledge of relevant or material facts shall be allowed to appear and testify. The permit and appeals board shall issue a written statement of its findings relative to the appeal and a

copy of its findings shall be provided to the appellant within three (3) business days via personal service or by certified mail, return receipt requested.

- (d) The permit and appeals board may not consider any matter involving a dangerous dog, pursuant to sections 2.05.001 and 2.05.002 of this chapter, or any matter for which a citation has been issued in the city's municipal court.

Section 2.01.003. Office of Animal Control Officer Established; Duties; Enforcement.

- (a) Establishment of the office of Animal Control Officer:

- (1) There shall be and is hereby created the office of Animal Control Officer.
- (2) The Animal Control Officer shall act as the local rabies control authority for the purpose of enforcing animal health and control laws of the State of Texas in the City of Joshua.
- (3) The city may employ animal control officers to assist ~~the Animal Control Officer~~ in the carrying out of specified duties.

- (b) It shall be the duty of the Animal Control Officer and designated representatives to:

- (1) Administer and enforce all state and federal laws pertaining to animals and authorize the local rabies control authority or animal control officers to enforce the same;
- (2) Administer and enforce the animal ordinances of the city when a nuisance or health problem is caused by one (1) or more animals;
- (3) Supervise the animal services operations of the city; and
- (4) Aid the state health department in the enforcement of area quarantines.

- (c) The Animal Control Officer ~~and any animal control officer~~ of the city shall have the authority to issue citations for any violation of this chapter and any other power or duty stated within the terms of this chapter. If the person being cited is not present, the animal control officer may send the citation to the alleged offender by registered or certified mail, return receipt requested, by depositing the same in the U.S. Mail, postage prepaid.

- (d) It shall be unlawful for any person to knowingly prevent, interfere with, or obstruct the Animal Control Officer ~~or an animal control officer~~ in the performance of their duties. It shall be unlawful for any person to fail to comply with any lawful order of the local rabies control authority officer or any animal control officer of the city.

- (e) The local rabies control authority officer, any animal control officer, or any peace officer is authorized to, including but not limited to:

- (1) Humanely euthanize an animal which poses an imminent danger to a person or property or when a real or apparent immediate necessity exists for the destruction of an animal.

- (2) Impound an animal which is diseased or endangers the health of a person or another animal.
- (3) Impound any animal found to be running at large within the city.
- (4) Humanely euthanize an impounded animal if the animal is suffering from injury, disease, or illness.
- (5) Humanely euthanize any animal suspected of having rabies, or which animal manifests a disposition to bite, when such animal(s) is found at large after having made a reasonable, but unsuccessful, effort to capture the animal.
- (6) Humanely euthanize any impounded dangerous animal immediately upon impoundment, unless there is reason to believe that it has an owner.
- (7) Humanely euthanize any wild animal immediately upon impoundment, so long as such act does not violate state or federal laws.
- (8) Humanely euthanize any nursing baby animal impounded without the mother, or where the mother cannot or refuses to provide nutritious milk, to prevent further suffering.

~~(9) Humanely euthanize an animal when an owner no longer wishes responsibility for an animal or believes the animal to be in an ill or injured condition upon the owner signing a waiver, supplied by the animal shelter, allowing the animal to be immediately euthanized.~~

~~(10)~~(9) Humanely euthanize or transfer to a humane organization any impounded animal that is to be destroyed as a result of the animal being impounded for more than seventy-two (72) hours.

- (f) In any complaint and in action or proceeding brought for the enforcement of any provision of this chapter, it shall not be necessary to negate any exception, excuse, proviso, or exemption contained in this chapter; and the burden of proof of any such exception, excuse, proviso, or exemption shall be on the owner or defendant as an affirmative defense.
- (g) The city shall be entitled to pursue all other criminal and civil remedies to which it is entitled to under the authority of federal, state or local law.
- (h) No person shall interfere in any manner or give false information to the local rabies control authority, the animal control officers and other authorized employees of the city in the performance of their duties.
- (i) Any animal that is found to be in violation of this Ordinance may be impounded by the Animal Control Officer.

Section 2.01.004. Inhumane Treatment of Animals.

- (a) The Animal Control Officer shall utilize the authority granted by federal, state and local laws to lawfully seize and impound any animal if the investigating Animal Control Officer or police officer has reason to believe that an animal has been, or is being

cruelly treated, pending a hearing before any Justice of the Peace or any municipal court judge on the issues of cruelty and disposition of the animal. Seizure of the subject animal prior to receiving a warrant is hereby authorized if such a delay endangers the life or well-being of the animal, or if it would unreasonably prolong the suffering of the animal needing immediate attention.

- (b) It shall be unlawful for a person to treat an animal in an inhumane or cruel manner as defined by Texas Penal Code § 42.09, as amended, Texas Penal Code § 42.091, as amended, Texas Penal Code § 42.092, as amended, and Texas Health and Safety Code Chapter 821, as amended.
- (c) In addition, a person commits an offense if:
 - (1) A person other than a licensed veterinarian docks an animal's tail or removes dewclaws of a puppy over five (5) days of age, or crops an animal's ears of any age;
 - (2) A person physically removes from its mother by selling, giving away, delivering, trading, or bartering any dog, cat, ferret, or rabbit less than six (6) weeks old or any other animal that is not yet weaned, except as advised by a licensed veterinarian;
 - (3) A person dyes or colors chicks, ducks or rabbits;
 - (4) A person sells, gives away, delivers, trades or barters chickens or ducks;
 - (5) A person abandons or dumps any animal;
 - (6) A person who is in control of a motor vehicle that strikes a domestic animal fails to report the accident to the Animal Control Officer as soon as possible;
 - (7) A person overdrives, overloads, drives when overloaded, or overworks any animal;
 - (8) A person tortures, cruelly beats, mutilates, clubs, shoots or attempts to shoot with any air rifle, bow and arrow, slingshot, or firearm, or by any other means needlessly kills or injures any animal, wild or owned, within the limits of the city;
 - (9) A person carries or transports an animal in any vehicle or conveyance in a cruel, inhumane, or unsafe manner or fails to effectively restrain such animal so as to prevent the animal from leaving or being accidentally thrown from the vehicle during normal operation of the vehicle or fails to restrain the animal so as to prevent infliction of bodily harm to passersby;
 - (10) A person forces, allows, or permits any animal to remain in its own filth;
 - (11) A person keeps, shelters, or harbors any animal having a potentially life-threatening infestation of ticks, fleas, or other parasites, any other obvious life-threatening illness, or injury, or any other communicable illness transmissible to animal or human, without having sought and obtained proper treatment from a licensed veterinarian for such infestation or illness;

Comment [AH3]: We need to make sure this ordinance follows the new allow regarding allowing chickens. The AC board asked if we can require 25ft. or more set back (front, back and sides) to have them.

Comment [JRP4]: I don't believe there is any state law on the keeping of chickens, so we can certainly require a setback for them. See my changes in 2.05.005.

- (12) A person causes an animal to fight another animal or person;
 - (13) A person fails to provide, at all times, his animal with adequate wholesome food and potable water, proper shelter, shade (man-made or natural) and protection from inclement weather, and veterinary care when needed to prevent suffering;
 - (14) A person, firm or corporation raises or kills a dog or cat for the skin or fur;
 - (15) A person, firm or corporation mutilates any animal, whether such animal is dead or alive (medical or veterinary medical research, medical or veterinary medical necropsy, and biology class use of animals shall not be considered mutilation);
 - (16) A person, firm or corporation attaches a collar or harness to an animal that is of an inadequate size so that it restricts the animal's growth or causes damage to the animal's skin;
 - (17) A person engages or allows another to engage in any sexual act with an animal;
 - (18) A person allows a stray animal to remain on their property without notifying the Animal Control Officer of such fact within twenty-four (24) hours;
 - (19) A person who owns or is in control of an animal permits such animal to be at large within the City of Joshua;
 - (20) A person breeds or causes to be bred, any animal within the public view;
 - (21) A person who creates, maintains, permits or causes a public nuisance, as defined in this chapter; or
 - (22) A person owns, keeps, harbors, or possesses horses, cattle, or other livestock in any manner that is a violation of this Ordinance.
- (d) This section shall not be interpreted to restrict the extermination of rats, mice, insects, other vermin, or any such animal deemed a nuisance by state law, through the use of traps, poisons, or other commercially available means when used in accordance with the manufacturer's directions as long as reasonable precautions are taken to ensure that no human, pet, or wild animal, other than the targeted species, comes into contact with the traps, poisons, or other means and that such use does not violate any other section of this Ordinance.
- (e) This section shall not be interpreted to restrict rodeos, 4H Clubs, or [Future Farmers of America \(FFA\) Club activities](#) and operations.

Section 2.01.005. Inducement.

- (a) It shall be a violation of this chapter for any person to give away any live animal as a prize or as an inducement to enter any contest, game, raffle, or other competition or an inducement to enter a place of business or to offer such animal as an incentive to enter into any business agreement whereby the offer was for the purpose of attracting trade.

Comment [AH5]: We are looking at allowing FFA Students to keep certain animals at their house. We are thinking of creating a temporary permit (no cost) that must be issued by the ACO Supervisor, require documentation from FFA Teacher, etc. Do you know of a way that does this or do you have recommendations on setting standards.

Comment [JRP6]: See section 2.05.006. It is now a defense to prosecution for FFA students who have received such a permit to have livestock at their house.

- (b) This section shall not be interpreted to restrict any animal from being offered for sale at auction, provided that such sale does not otherwise violate any other section of this Ordinance.

Section 2.01.006. Leaving Animal Unattended in Vehicle.

A person having charge or custody of an animal shall not place or confine such animal or allow such animal to be placed or confined in a motor vehicle or trailer under such conditions or for such a period of time as may endanger the health of the animal due to heat, lack of food or water, or such other circumstances as may cause injury or death of the animal. An enforcement agent may, after attempting to locate the animal's owner, remove the animal from a vehicle or enclosed space using any reasonable means, including breaking a window or lock. If professional services are required to remove the animal, the owner is responsible for the cost. An enforcement agent who removes an animal from a vehicle or enclosed space in accordance with this subsection is not liable for any resulting property damage.

Section 2.01.007. Tethering of Dogs and Other Animals.

- (a) Unlawful tethering of a dog:
- (1) An owner may not leave a dog outside and unattended by use of a tether that unreasonably limits the dog's movement:
 - (A) between the hours of 10 p.m. and 6 a.m.;
 - (B) within 500 feet of the premises of a school; or
 - (C) in the case of extreme weather conditions, including conditions in which:
 - (i) the actual or effective outdoor temperature is below 32 degrees Fahrenheit;
 - (ii) a heat advisory has been issued by a local or state authority or jurisdiction; or
 - (iii) a hurricane, tropical storm, or tornado warning has been issued for the jurisdiction by the National Weather Service.
 - (2) A tether unreasonably limits a dog's movement if the tether:
 - (A) uses a collar that is pinch-type, prong-type, or choke-type or that is not properly fitted to the dog;
 - (B) is a length shorter than the greater of:
 - (i) five (5) times the length of the dog, as measured from the tip of the dog's nose to the base of the dog's tail; or
 - (ii) ten (10) feet;
 - (C) is in an unsafe condition; or

(D) causes injury to the dog.

(b) An animal is under lawful tethering under the following conditions:

- (1) a dog tethered to a running line, pulley, or trolley system and that is not tethered to the running line, pulley, or trolley system by means of a pinch-type, prong-type, choke-type, or improperly fitted collar;
- (2) a dog tethered in compliance with the requirements of a camping or recreational area as defined by a federal, state, or local authority or jurisdiction;
- (3) a dog tethered for a reasonable period, not to exceed three hours in a 24-hour period, and no longer than is necessary for the owner to complete a temporary task that requires the dog to be restrained;
- (4) a dog tethered while the owner is engaged in, or actively training for, an activity that is conducted pursuant to a valid license issued by this state if the activity for which the license is issued is associated with the use or presence of a dog;
- (5) a dog tethered while the owner is engaged in conduct directly related to the business of shepherding or herding cattle or livestock; or
- (6) a dog tethered while the owner is engaged in conduct directly related to the business of cultivating agricultural products, if the restraint is reasonably necessary for the safety of the dog.

(c) This section does not prohibit a person from walking a dog with a hand-held leash.

(d) It shall be unlawful for any person to tie or tether a dog or other animal to a stationary object. Dogs must be tethered on a trolley or cable run system to prevent an unhealthy or potentially dangerous situation. The terms "unhealthy situation" and "potentially dangerous situation" shall include, but not be limited to the following:

- (1) To tether or restrain any animal in such a manner as to permit the animal access upon any public right-of-way;
- (2) To tether or restrain any animal in such a manner as to cause the animal injury or pain or not to permit the animal to reach shelter, food, shade, and/or water or otherwise create an unsafe or unhealthy situation;
- (3) To tether or restrain any animal in such a manner as to permit the animal to leave the owner's property;
- (4) To tether or restrain any animal in an area that is not properly fenced so as to prevent any person or child from entering the area occupied by said animal;
- (5) To tether or restrain any pet animal in a manner whereby the animal is subject to harassment, stings or bites from outdoor insects, or attacks by other animals;
- (6) To tether any animal with a tether that is not equipped with swivel ends;

- (7) To tether or restrain any animal in such a manner that does not prevent the animal from becoming entangled with any obstruction, from partially or totally jumping any fence, or from leaving part of its owner's property;
- (8) To fail to remove waste from the tethered area on a daily basis;
- (9) To restrain any animal without using a properly fitted collar or harness; or
- (10) To use a restraint that weighs more than one fifth (1/5) of the animal's body weight.

Section 2.01.008. Abatement and Imminent Threat; Right of Entry; Search Warrants.

- (a) An Animal Control Officer or other enforcement agent shall have the power to impound animals which create a Public Nuisance, as defined herein, for the purpose of abating said nuisance and in cases where an Animal Control Officer has reason to believe an animal has been or is being cruelly treated, has rabies or exhibits other violations of law as follows:
 - (1) On public property, in all cases;
 - (2) On private property, if:
 - (A) The consent of the resident or property owner is obtained;
 - (B) The officer reasonably believes there is immediate and imminent danger or peril to the public if the animal in question is not impounded; or
 - (C) Authorized by appropriate courts of law.
 - (3) The officer has the right to pursue and apprehend animals running at large onto private property while enforcing the provisions of this chapter.
- (b) Any animal observed by the Animal Control Officer or Enforcement Agent to be in immediate danger, in the agent's or officer's opinion, may be removed from such situation by the quickest and most reasonable means available. It shall be the responsibility of the animal's owner to repair any damage caused by the removal of the animal from the dangerous situation by the Animal Control Officer or Enforcement Agent.
- (c) The Public Health Administrator, Animal Control Officer, or assigned designee may order the abatement of the conditions which are not in accordance with this Ordinance, other applicable state or federal regulations or laws, or which otherwise constitute a Public Nuisance. Failure to comply with the written notice constitutes grounds for the city to obtain any relief available to by law, including, but not limited to relief by injunction. Additionally, failure to comply with the written notice may subject the violator to administrative proceedings and criminal charges.

Section 2.01.009. Defecation by Dogs on Public and Private Property.

- (a) An owner, harbinger, or other person in possession of a dog commits an offense if he knowingly permits, or by insufficient control allows the dog to defecate in the city on

private or public property and fails to remove and dispose of any excreta the dog deposits.

- (b) An owner, harbinger, or other person in possession of a dog commits an offense if he:
 - (1) Knowingly permits the dog to enter or be present on private property located in a public place; and
 - (2) Fails to have in his possession materials or implements that, either alone or in combination with each other, can be used to immediately and in a sanitary and lawful manner both remove and dispose of any excreta the dog may deposit on the property.
- (c) It is an affirmative defense to prosecution under subsection (a) or (b) that:
 - (1) The property was owned, leased, or controlled by the owner, harbinger, or person in possession of the dog at the time it defecated;
 - (2) The dog was specifically trained to assist a person with a disability and was in possession of that disabled person at the time it defecated or was otherwise present on the property;
 - (3) The owner of the property or person in control of the property had given prior consent for the dog to defecate on the property; or
 - (4) The dog is a police canine being used in official law enforcement activities.

Section 2.01.010. Unabated Nuisances.

- (a) The Animal Control Officer may determine that a Public Nuisance exists through an investigation of any reported or perceived Public Nuisance, and may interview witnesses and/or conduct such hearings as he may determine are necessary, formally or informally. He shall make a determination based on the necessity to preserve the public health, safety and welfare of the community.
- (b) Upon such determination, the Animal Control Officer shall notify the animal owner or the person in control of the animal(s). This notice shall be in writing and shall contain a statement that such person has a right to appeal. The notice shall set forth the noncompliance and order the owner to abate the Public Nuisance described in such notice within seven (7) days of receipt of notice. Notice of a Public Nuisance shall include, but not be limited to, written notice of the existence of a public nuisance delivered by personal service, certified mail, return receipt requested, or left at the entrance to the premises where the animal(s) is harbored. A notice that is mailed is deemed received five (5) days after it is placed in a mail receptacle of the United States Postal Service.
- (c) If such owner fails or refuses to comply with the demand for compliance in the notice within seven (7) days of receipt of such notice or publication, the Animal Control Officer may issue a citation for creating a Public Nuisance and/or order the abatement of the Public Nuisance by one of the following means:

- (1) Impoundment of the animal(s) that is the source of the continuing public nuisance and the adoption of the animal(s) as provided in this chapter, except that the owner, his agents or representatives, or family members may not adopt the animal(s) adjudged a continuing public nuisance;
 - (2) Impoundment and humane destruction of the animal(s) that is the source of the continuing public nuisance; or
 - (3) Exclusion from the City Limits of the City of Joshua an animal(s) determined to be a continuing public nuisance.
- (d) An owner or person in control of the animal(s), not later than seven (7) days after receipt of a citation, notifying the person that an animal is a continuing Public Nuisance, may appeal the determination of the Animal Control Officer to the Permit and Appeals Board. Upon receiving an appeal, the Permit and Appeals Board shall hold a hearing at a time and place of their designation. Based upon the recorded evidence of such hearing, the Permit and Appeals Board shall make a final finding.
 - (e) The owner or person in control of the animal(s) determined to be a Continuing Public Nuisance shall remove such animal(s) from the city within forty-eight (48) hours of an unsuccessful appeal. The failure to remove such animal(s) shall be an offense and each day thereafter that such person fails to remove such animal(s) shall constitute a separate offense. If the owner or person in control of such animal(s) fails to remove such animal(s) as provided for by the order of the Animal Control Officer or the court, such animal(s) may be impounded and put up for adoption in accordance with subsection (c) of this section or humanely destroyed.
 - (f) The owner or person in control of such animal(s) must report the disposition and exact address or relocation of such animal(s) to the Animal Control Officer in writing within ten (10) days after the expiration date for removal of such animal(s) from the city. Each day thereafter that such information is not provided shall constitute a separate offense.
 - (g) The Animal Control Officer shall be authorized, after due process, to obtain a search and seizure warrant for the purposes of enforcing this section.

Section 2.01.011. Filing of False Claims or Reports.

- (a) A person commits an offense if he/she knowingly initiates, communicates, or circulates a claim of ownership for an animal with the Animal Control Officer that he knows is false or baseless.
- (b) A person commits an offense if he knowingly initiates, communicates, or circulates a report of a violation of city ordinance or state or federal law to the Animal Control Officer that he knows is false or baseless.

Section 2.01.012. Number of Dogs and Cats at Residences/Multi-Pet Permit.

- (a) Except as provided by this section, no residence within the city shall harbor more than five (5) adult dogs, or five (5) adult cats, or any combination of either for a total of five (5) animals over the age of sixteen (16) weeks.

- (b) Any persons desiring to keep more than five (5) adult dogs, five (5) adult cats, or more than one (1) litter of puppies or kittens at premises occupied by them may apply with the Animal Control Officer for a multi-pet permit, providing that the number of animals does not exceed the total of eight (8). The applicant shall pay an application fee at the time of filing. No more than one pet permit may be obtained for any single property in the city.
- (c) The Animal Control Officer is authorized to issue such a permit under the following conditions:
 - (1) Inspection required – If an applicant provides the Animal Control Officer with information concerning the maximum number of animals to be kept at any one time at such premises and a record search indicates that enforcement action for violations of this chapter dealing with nuisances has been necessary within the preceding twenty-four (24) months, a permit may be issued after an inspection of the premises to determine compliance with the animal services regulations. A permit shall not be issued if it is found that the animals cannot be maintained without creating noise or odor nuisances, otherwise being detrimental to the public health, safety and welfare, or in a healthy or sanitary environment.
- (d) Such permit may be revoked by the Animal Control Officer for cause, including but not limited to, violations of the provisions of this chapter or the inability of the permit holder to keep the animals without creating noise or odor nuisances, otherwise being detrimental to the public health, safety and welfare, or in a healthy or sanitary environment.
- (e) All multi-pet permits issued under this section shall be valid for one (1) year, unless the Animal Control Officer revokes the permit. When issued, the permit shall remain the sole property of the city and shall be valid only as to the applicant and location for which it was originally issued. The permit may not be sold or transferred, voluntarily or involuntarily, to any other person or entity.
- (f) Any person either denied a multi-pet permit, or who has had their permit revoked, may file an appeal with the Permit and Appeals Board. Such appeal must be made in writing within ten (10) days of receiving written notice from the Animal Control Officer of the permit denial or revocation. If no appeal is requested within the ten-day period, the denial or revocation of the permit becomes final. Upon receiving an appeal, the Permit and Appeals Board shall hold a hearing at a time and place of their designation. Based upon the recorded evidence of such hearing, the Permit and Appeals Board shall make a final finding.

Section 2.01.013. Donations ~~Fund Established~~.

- (a) The city shall create a specific account within the city's general fund, labeled "Donations Fund", for Animal Services purposes to account for the collection and spending of donations to the city. This fund will provide an accurate accounting of the sources and uses of these monies to demonstrate, to the donor, that the funds are used for their intended purposes. Expenditures of these monies will require City Council approval through the normal budgeting process.

- (b) ~~The Animal Services Division is hereby authorized to accept donations, subject to the approval of the animal control officer supervisor. The city hereby authorizes the Animal Services Division to accept monetary donations for Animal Services purposes only. The Animal Services Division may not accept material donations, including, but not limited to animal food and blankets.~~

Section 2.01.014. Fees for registrations, permits, impoundment, and adoption.

- (a) ~~The animal control officer animal control officer-supervisor may shall have the authority to city manager, in his/her discretion, may~~ refund, reduce, or waive fees, up to \$50.00, as provided for in the fee schedule in the appendix of this code, under this chapter, in cases of special pet adoption promotions or other special event, ~~and may direct the animal control officer to do the same.~~ Any refund or waiver of fees shall be documented.
- (b) Citations may be issued for failure to pay applicable fees.

Comment [AH7]: We are wanting to allow the ACO Supervisor authority to waive up to 50.00, without approval, but must be documented.

Section 2.01.015. Display of Commercial Permits Required.

- (a) All Commercial Establishments, as defined herein, shall at all times prominently display, in a public area, a copy of their current permit(s).
- (b) It shall be a violation for any person who owns, harbors, or possesses an animal that requires a permit, or for any holder of a special use permit, to refuse, upon request by the department, to make his/her animal(s), premises, facilities, equipment, and any necessary registration(s) or permit(s) available for inspection for the purpose of ascertaining compliance with the provisions of this chapter.

Section 2.01.016. Penalty clause.

- (a) Any person, firm, corporation or business entity violating this chapter shall be deemed guilty of a class C misdemeanor, and upon conviction thereof shall be fined a sum not exceeding two thousand dollars (\$2,000.00) per day for violations involving public health and sanitation, and not exceeding five hundred dollars (\$500.00) per day for all other violations. Each continuing day's violation under this chapter shall constitute a separate offense.
- (b) The penal provisions imposed under this chapter shall not preclude the city from filing suit to enjoin the violation. The city retains all legal rights and remedies available to it pursuant to local, state and federal law.

ARTICLE 2.02 IMPOUNDMENT

Section 2.02.001. Impoundment and Redemption.

- (a) Impoundment:
- (1) It is the duty of the enforcement agent to capture and impound such animals that are running at large or which are required to be impounded pursuant to other laws or ordinances or to protect public safety. Any officer or citizen of the city is authorized to take up and deliver in a humane manner to the Animal Services Facility any animal that may be found running at large in the city.

- (2) The animal control officer shall impound and quarantine all dogs, cats and other animals exposed to, suspected to be exposed to, or infected with rabies, whether the dog, cat or other animal to be impounded is at large, on a leash, or confined to its owner's premises or whether it is currently vaccinated. Any animal which a licensed veterinarian suspects of having rabies shall be humanely euthanized. Any animal exposed to a rabid animal shall be humanely euthanized or quarantined at the owner's expense for a period mandated by the Texas Department of State Health Services Zoonosis Control Division, not less than ten (10) days from the date of last known exposure.
- (3) The animal control officer shall impound an animal at the request of a peace officer when the owner of the animal has been arrested, hospitalized, is missing, or has died, and there is no person present, eighteen (18) years of age or older, who will assume the legal responsibility of providing food, water and shelter for such animal.

(b) Identification of impounded animals:

- (1) The Animal Control Officer, or his/her deputies, upon receiving an animal for impoundment, shall make a complete registry, including the species, breed, color and sex of such animal, whether it has traceable identification, and the time and place of taking custody. If the animal has traceable identification, he shall enter the name and address of the veterinary clinic, year, the number of the registration tag, and any other pertinent information. When kennel space allows, animals with traceable identification shall be kept separate from animals that do not have identification. All animals impounded shall be scanned with a microchip reader.
- (2) If, by registration tag, the owner of an impounded animal can be identified, the Animal Control Officer shall, as soon as possible, notify the owner by telephone or mail; however, it is the responsibility of the owner to visit the Animal Services Facility before the expiration of the designated holding period to reclaim lost pets.
- (3) Impounded animals with no means of traceable identification shall be kept for not less than three (3) days, unless earlier reclaimed by the owner under acceptable conditions or earlier euthanized as allowed by this Ordinance. It is the responsibility of the owner to visit the shelter before the expiration of the designated holding period to reclaim lost pets.
- (4) Animals with any type of traceable identification shall be kept for not less than ten (10) days, or not less than three (3) days from the time the owner is notified of their animal being impounded, whichever is the shorter time period, unless earlier reclaimed by the owner under acceptable conditions or earlier euthanized as allowed by this Ordinance. If an animal has a tag that does not list the owner's phone number or address, and the person or business that is in possession of the owner's contact information will not release it to the Animal Services Division, then for the purposes of this section it shall be the responsibility of that person or business to notify the owner of the animal being impounded, and the animal shall be held for three (3) days after the Animal Control Officer contacts the person or business in possession of the owner's

contact information. It is the responsibility of the owner to visit the shelter before the expiration of the designated holding period to reclaim lost pets.

- (5) If an owner claims a dog or cat that has been impounded by animal control, that animal shall be spayed or neutered within 30 days of reclamation. Failure to do so will result in a citation. Every day is considered a separate offense.

(c) Retention of impounded animals:

- (1) An animal impounded at the request of an Enforcement Agent as required by this Ordinance shall be kept for not less than ten (10) days unless earlier reclaimed by the owner under acceptable conditions or earlier euthanized as allowed by this Ordinance. It is the responsibility of the owner to visit the Animal Services Facility before the expiration of the designated holding period to reclaim such pets.
- (2) An impoundment period is not required for an animal voluntarily released to the Animal Control Officer by its owner.

(d) Redemption of impounded animals:

- (1) Any owner of an animal that has been impounded under this chapter who wishes to have it returned to him shall personally visit the Animal Services Facility where it is impounded. The Animal Control Officer shall return the animal if the owner can provide sufficient proof of being the animal's owner and if such release will not impair the safety of the public or the animal. The owner of the animal must pay any and all fees set forth herein and must agree to abide by all of the requirements of this chapter before the animal is returned. It is the responsibility of the owner to visit the shelter before the expiration of the designated holding period to reclaim lost pets.
- (2) If an animal that requires a permit or registration is impounded by the Animal Control Officer for violating this chapter and the owner cannot prove that he is in possession of all required permit(s) or registration(s), the owner must meet all requirements of the required permit(s) or registration(s) and must purchase said permit(s) or registration(s) before the animal may be released from the Animal Services Facility.
- (3) If an animal that requires a rabies vaccination is impounded by the Animal Control Officer for violating this chapter and the owner cannot prove that the animal has a current rabies vaccination, a citation for failing to vaccinate will be issued. The owner shall then have five (5) days to provide proof of obtaining a current rabies vaccination to the Animal Control Officer or else he shall be cited again for violation of this Ordinance. Each subsequent day that passes after the five (5) day period shall be considered a separate offense. For the purposes of this section, a rabies tag alone is not sufficient proof of an animal's current rabies vaccination.
- (4) If an animal is impounded by the Animal Control Officer for violating this chapter and the owner cannot prove that the animal has been previously microchipped, the owner must purchase a microchip before the animal may be released from

the Animal Services Facility. The identification number provided by the microchip shall be maintained on file at the Animal Services Facility or with a nationally recognized registry, for future identification purposes.

Section 2.02.002. Disposition of Animals.

Comment [JRP8]: Language was added to make it compliant with recent court rulings regarding the legal ownership of animals on in the possession of the City.

(a) An animal surrendered by its owner to the city is immediately abandoned by its owner and is the property of the city. The city may transfer, place, or sell an animal surrendered by its owner at any time after intake.

(b) Except as provided in subsection (f), the animal shelter must not euthanize an animal before the animal has been impounded for seven business days.

(c) Except as provided in subsection (d), the city shall hold an impounded animal not surrendered by its owner for a period of three business days following impoundment of the animal for owner reclamation. On the fourth business day, an impounded animal is the property of the city.

~~(a)~~(d) The Animal Control Officer may dispose of impounded animals after the expiration of any required impoundment period by any of the following methods:

(1) Adoption:

(A) The Animal Control Officer shall be authorized to place for adoption dogs or cats impounded by the city under the following conditions:

(i) The Animal Control Officer shall determine whether a dog or cat is healthy enough for adoption and if its health and age are adequate for vaccination. However, such decision shall not constitute a warranty of the health or age of the animal.

(ii) There will be an adoption fee for all dogs and cats at an amount set by resolution of the City Council. The fee will include the cost of adoption, rabies coupon, licensing, vaccination, bordatella (kennel cough-dogs only), implantation of a microchip, and all other necessary testing ~~heart worm test (not currently testing) (dogs only).~~

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(iii) All animals adopted from the Animal Services Facility shall be implanted with a microchip, vaccinated against rabies, and sterilized. If, in the opinion of a licensed veterinarian, there is a legitimate health risk justifying the delay of this surgery, the person adopting the animal shall sign a written agreement stating that they shall have the animal sterilized within fourteen (14) days of adoption. If the dog or cat being adopted is under the age of six (6) months, the new owner will have the animal sterilized when animal reaches six (6) months of age. A person who signs a sterilization agreement commits an offense if he fails to have the animal sterilized on or before the sterilization completion date stated in the agreement. Each day of the violation shall be considered a

separate offense. For the purposes of this section, a legitimate health risk cannot be based solely on the animal's age.

- (B) If an adopted animal dies on or before the sterilization completion date, the adopting person must provide within seven (7) days written documentation to the Animal Control Officer that the animal has died.
 - (C) If an adopted animal is lost or stolen before the sterilization date, the adopting person must provide written documentation to the Animal Control Officer stating that the animal is lost or stolen and a police report verifying the report of theft. The letter shall be delivered not later than the seventh day after the date of the animal's disappearance and shall describe the circumstances surrounding the disappearance and the date of disappearance.
 - (D) The Animal Control Officer may reclaim an adopted animal if the Animal Control Officer has not received confirmation of the sterilization as required.
 - (E) The Animal Services Division shall have the right to require sterilization of an adopted animal, prior to new owner(s) taking possession of said animal. The new owner(s) must show proof (receipt) of pre-paid sterilization from a licensed veterinarian before animal is delivered to veterinarian office. New owner(s) may then pick up animal from veterinarian office when ready.
- (2) The Animal Control Officer may offer the animal to an animal welfare group that has a signed transfer agreement for Dogs and Cats on file with the Animal Services Division, provided that the group sterilizes and microchips the animal prior to placing it into an adoptive home.
- (3) The Animal Control Officer may temporarily place the animal in a foster home that has a signed foster agreement for Dogs and Cats on file with the Animal Services Division.
- ~~(A) An animal transferred under this subsection is considered abandoned by its owner, and becomes the property of the transferee organization, upon the expiration of ten (10) business days from impoundment by the city.~~
- ~~(B)~~(A) The city shall maintain documentation, in physical form reviewable by the public, of an animal transferred under this subsection, including a photograph of the animal and all information pertaining to the animal's impoundment and transfer, at the animal shelter for ten (10) business days following the impoundment of the animal by the city.
- ~~(C)~~(B) Prior to the expiration of the period described in subsection (a)(3)(B), the transferee organization is the designated caretaker of the animal.
- ~~(D)~~(C) An animal transferred under this subsection remains subject to reclamation by its owner prior to the expiration of the period described in subsection (a)(3)(B).

- (4) The Animal Control Officer may humanely euthanize the animal by methods approved by the American Veterinary Medical Association or the Texas Department of State Health Services.

~~(b)~~(d) The choice of as to how to dispose of an impounded animal shall be made at the sole discretion of the Animal Control Officer unless otherwise mandated by a court order.

~~(e)~~(e) Any impounded, registered or unregistered animal which appears to be suffering from serious injury or disease and which is in great pain and suffering and has a low likelihood of recovery or which appears to have an infectious disease which is a danger to humans or to other animals in the opinion of the Animal Control Officer or which, due to its extremely violent nature, poses a substantial risk of bodily harm to the safety of the staff of the Animal Services Division, may be humanely euthanized at any time during its holding period by the Animal Control Officer. In the event such an animal is wearing an identification tag on its collar or harness, the Animal Control Officer shall attempt to notify the owner by telephone before taking action.

~~(d)~~(f) It shall be an affirmative defense to prosecution of the owner if he or she can show that, at the time of its impoundment, the animal that was at large due to a major natural disaster, fire, criminal or negligent acts of a third party who was not residing at the animal owner's residence. In such event, the owner shall only be subject only to the provisions of this chapter that require a current rabies vaccination and city registration. An owner's claim of a fire or the criminal or negligent acts of a third party must be proven in one (1) or more of the following manners:

- (1) A certified copy of a city police or fire report verifying the incident; or
- (2) The affidavit of city police or fire personnel with direct knowledge of the incident.

~~(e)~~(g) It shall be unlawful for a person to fail or refuse to deliver an unregistered or unvaccinated animal to an Animal Control Officer or police officer upon demand for impounding.

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Section 2.02.003 Animals of Prisoners

- (a) Any person who is taken into the custody of the Joshua Police Department having in his/her possession an animal shall be notified that the animal will be transferred to the Animal Services Facility unless there is another person immediately available to take the animal or the animal is secured at a suitable location under reasonable conditions.
- (b) During the confinement of a person taken into the custody of the Joshua Police Department, the animal will be taken care of by the Animal Services Division. The animal must be redeemed from impoundment within five business days from the time of the incarceration of the owner, at no charge to the owner. If the animal has not been redeemed within the five-day period, the animal shall become the property of the city and may be euthanized in a humane manner, adopted, sold, or transferred to a nonprofit animal welfare organization approved by the Animal Services Division.
- (c) No person shall be able to redeem an animal taken possession of pursuant to this section, except the owner or owner's duly authorized designee.

ARTICLE 2.03 RABIES AND ZONOSIS CONTROL

Section 2.03.001 State Regulations Adopted.

The City of Joshua hereby adopts by reference Chapters 821, 822, 823, 826, 828, and 829 of the Texas Health and Safety Code, as amended. In addition thereto, all of the above provisions of these chapters, which are adopted pursuant to the Texas Health and Safety Code, shall have application in the City of Joshua.

Section 2.03.002. Rabies Vaccination.

(a) *Vaccinations required.*

- (1) A person who owns, keeps, harbors or has custody of a dog, cat, or ferret over four months of age must have said animal immunized against rabies by injection of anti-rabies vaccine by a veterinarian validly licensed in Texas or in another jurisdiction.
- (2) The same animal must receive a booster within the 12-month interval following the animal's initial vaccination, or such interval as provided by state law; and the same animal must be revaccinated against rabies at a minimum of at least once ~~every three~~ each years with a rabies vaccine licensed by the department of agriculture, or at such interval as provided by state law.
- (3) A person commits an offense if the person owns, keeps, harbors, or has custody of a dog, cat, or ferret that has not been immunized against rabies as required by this section.

(b) Every owner of a dog, cat, or ferret immunized against rabies shall procure a rabies vaccination certificate from the veterinarian administering the vaccine.

(c) The provisions restricting the use and sale of rabies vaccine for animals as set forth in the state statute enacting the "Rabies Control Act of 1981" are hereby adopted by reference, as contained in Chapter 826 of the Health and Safety Code, V.T.C.S., a copy of which is on file in the office of the city secretary, and as amended from time to time.

(d) It shall be unlawful for a person to administer, sell, or distribute rabies vaccine for animals in a manner not authorized by subsection (c), above.

Section 2.03.003. Reports of Rabies.

(a) A person, including a veterinarian, who knows of an animal bite or scratch to an individual that the person could reasonably foresee as capable of transmitting rabies, or who knows of an animal that the person suspects is rabid, shall report the incident or animal to the local rabies control authority of the county or municipality in which the person lives, in which the animal is located, or in which the exposure occurs.

(b) The report must include:

- (1) the name and address of the victim and of the animal's owner, if known; and
- (2) any other information that may help in locating the victim or animal.

- (c) The Animal Control Department shall investigate a report filed under this section.

Section 2.03.004. Quarantine.

A person commits an offense if the person fails to submit for quarantine or testing an animal that the Animal Control Department has probable cause to believe is rabid, may have been exposed to rabies, or may have exposed a person to rabies. The Animal Control Officer shall be authorized to obtain an administrative search warrant if there is reason to believe any requirements of this section are violated.

Section 2.03.005. Identification/Registration Tag and/or Microchip Required.

- (a) It is a violation of this chapter if any person owning, keeping, harboring or having custody of a dog or cat over the age of four (4) months within the City of Joshua does not register such animal as provided herein. Police dogs or assistance animals shall be exempt from the Identification/Registration tag fee; however, they must be in compliance with all other provisions of this chapter. This section does not apply to animals temporarily within the city for a period not to exceed fourteen (14) days.
- (b) The Animal Control Officer is hereby authorized to appoint Issuing Agents as his/~~her~~ deputies for the limited purpose of issuing pet animal Identification/ Registration Tags. Identification/Registration Tags shall be on forms and tags furnished by the Animal Control Officer and shall be issued subject to the provisions of this chapter and any other rules, regulations or ordinances relating to the issuance of such tags.
- (c) An Issuing Agent may not issue an animal Identification/Registration Tag that is not currently vaccinated against rabies or microchipped. If not microchipped at time of registration the animal will be microchipped by the Animal Control Department at the time of registration.
- (d) Each Issuing Agent shall report the unique Identification/Registration Tag number issued to the Animal Control Officer within thirty (30) days and shall remit all Identification/Registration Tag fees and information collected at least once monthly.
- (e) All dogs and cats four (4) months of age or older must wear traceable identification.
- (f) Any owner who fails to obtain a current city Identification/Registration Tag shall be deemed guilty of a misdemeanor.
- (g) No person may use a city Identification/Registration Tag or rabies certificate on an animal other than for which it was issued.
- (h) Identification/Registration Tags must be renewed annually, ~~except that the second year of registration shall be waived upon payment of initial microchip fee.~~ No refunds shall be made on any city Identification/Registration Tag fee. A duplicate Identification/Registration Tag may be obtained upon payment of fee established by this chapter.
- (i) Rabies vaccination certificates will be valid for one (1) year.

Section 2.03.006. Confidentiality of Certain Information in Dog and Cat Registry.

Comment [AH9]: We want to review the waived fee for second year. Basically, they have to renew yearly and pay each year.

Comment [JRP10]: Okay.

The city shall comply with all state laws regarding the confidentiality of information in the dog and cat registry.

Section 2.03.007. Rabies Clinics.

The animal control department may sponsor rabies vaccination clinics.

ARTICLE 2.04 ANIMAL ESTABLISHMENTS

Section 2.04.001. Animal Control Advisory Board.

- (a) There is hereby created an Animal Control Advisory Board. The Board shall be composed of five (5) persons with the following qualifications: one licensed veterinarian; one animal welfare organization representative; one (1) city official, one (1) employee from the Animal Services Division and one (1) at-large person. Persons appointed to such positions by the City Council shall serve for a term of two (2) years, so long as they do not fail to attend more than two (2) meetings of the Board in succession. In that event, or in event of a resignation from the Board, the City Council shall name a successor from the same representative group.
- (b) The Board shall meet at least three (3) times each year and shall perform the following duties:
 - (1) In an advisory capacity to assist the City of Joshua in complying with the terms of the Texas Health and Safety Code, as amended; and
 - (2) In an advisory capacity assist the city in establishing procedures applicable to the city's Animal Services program.

Section 2.04.002. Animal Exhibitions.

- (a) All Animal Exhibitions shall, in addition to other requirements of this Ordinance, comply with the minimum standards of this chapter. All of the Exhibition's facilities shall be subject to inspection by the Animal Control Officer upon his/her request during reasonable hours.
- (b) The presenter of the Animal Exhibition must contact Joshua Animal Services at least seven (7) days before the performance or display and provide dates, times, and exact location of each performance or display.
- (c) It shall be a violation for any person who owns, manages, or represents an Animal Exhibition that requires a permit or registration to refuse, upon request by the department, to make his/her animal(s), premises, facilities, equipment, and any necessary registration(s) or permit(s) available for inspection for the purpose of ascertaining compliance with the provisions of this chapter. All animal exhibitions must be in compliance with all applicable state and federal regulations.

Section 2.04.003. Wildlife Educational Centers.

- (a) All Wildlife Educational Centers, as defined herein, shall be exempt from city regulations so long as they comply with minimum federal and state regulations, except as provided herein.

- (b) It shall be a violation for any Wildlife Educational Center to refuse, upon request by the department, to make his/her animal(s), premises, facilities, equipment, and any necessary registration(s) or permit(s) available for inspection during the establishment's regular business hours or at any other reasonable hour for the purpose of ascertaining compliance with the provisions of this chapter.
- (c) Failure to meet these standards or violating this chapter in any other way shall be grounds for the issuance of a citation subjecting the owner to penalties provided in this chapter.

Section 2.04.004. Animal Establishments and Animal Dealers.

- (a) All Animal Establishments and Animal Dealers, as defined herein, shall, in addition to the other requirements of this Ordinance, comply with the minimum standards of this section. Persons wishing to operate an Animal Establishment or to become an Animal Dealer within the City of Joshua must apply in writing to the Animal Control Officer who will issue a permit if all of the state and federal requirements are met.
- (b) It shall be a violation for any entity or person to sell, offer for sale, give away, offer to give away, or otherwise transfer ownership of any animal without first obtaining an Animal Establishment or Animal Dealer Permit, unless such activity is authorized by some other section of this chapter.
- (c) It shall be a violation for any Animal Establishment or Animal Dealer to refuse, upon request by the department, to make his/her animal(s), premises, facilities, equipment, and any necessary registration(s) or permit(s) available for inspection during the establishment's regular business hours or at any other reasonable hour for the purpose of ascertaining compliance with the provisions of this chapter.
- (d) Failure to meet these standards, or violating this chapter in any other way, shall be grounds for the issuance of a citation subjecting the owner to penalties provided in this chapter, and/or revocation of the owner's Animal Establishment or Animal Dealer permit at the Animal Control Officer's discretion.

Section 2.04.005. Private Animal Sales.

No owner or person shall display for commercial purpose, offer, sell, trade, barter, lease, rent, or give away, any live animal, on any roadside, public right-of-way, commercial parking lot, or any flea market. This provision does not prohibit the sale or purchase of animals from a person's private residence with a permit.

ARTICLE 2.05 OTHER ANIMALS

Section 2.05.001. Seizure of a Dog Causing Death of or Serious Bodily Injury to a Person.

Pursuant to Section 822.002 of the Texas Health and Safety Code:

- (a) A justice court, county court, or municipal court shall order the animal control authority to seize a dog and shall issue a warrant authorizing the seizure:

- (1) on the sworn complaint of any person, including the county attorney, the city attorney, or a peace officer, that the dog has caused the death of or serious bodily injury to a person by attacking, biting, or mauling the person; and
 - (2) on a showing of probable cause to believe that the dog caused the death of or serious bodily injury to the person as stated in the complaint.
- (b) The animal control authority shall seize the dog or order its seizure and shall provide for the impoundment of the dog in secure and humane conditions until the court orders the disposition of the dog.

Any hearings, defenses or other provisions relating to dangerous dogs shall hereby be regulated by Sections 822.002-.006 of the Texas Health and Safety Code. The city also incorporates those sections as part of this Ordinance.

Section 2.05.002. Keeping of a Dangerous Dog.

- (a) In addition to the requirements under state law applicable to an owner of a dangerous dog, the owner of a dangerous dog shall also comply with all of the following requirements of this section, at the owner's expense, before the animal is released from the Animal Services Facility or other state approved quarantine facility:
- (1) Obtain liability insurance coverage or showing financial responsibility in an amount of at least two hundred and fifty thousand dollars (\$250,000.00) to cover damages resulting from an attack by the dangerous animal causing bodily injury to a person or for damages to any person's property resulting from the keeping of such dangerous animal. A certificate of insurance or other evidence of meeting the above requirements shall be filed with the Animal Control Officer;
 - (2) Register with the city by providing the name and address of the owner; the breed, age, sex, color and any other identifying marks of the animal; the location where the animal is to be kept if it is not at the address of the owner; and two (2) color photographs that clearly identify the dangerous animal;
 - (3) Have the animal sterilized;
 - (4) Construct a cage, pen or enclosure for the dangerous animal that has secure sides; a secure top attached to the sides; and a secure bottom which is either attached to the sides or else the sides of the structure must be embedded in the ground no less than two (2) feet. The pen or enclosure must be completely encircled by a fence constructed in such a manner as to prevent a person or child from being able to reach the animal's pen or enclosure;
 - (5) Not allow the animal to go outside of its cage, pen or enclosure unless the animal is under physical restraint. No person shall permit a dangerous animal to be kept outside of its cage, pen or enclosure on a chain, rope or other type of leash unless a person is in physical control of the chain, rope or leash and the person is of competent strength to control the animal at all times. Dangerous animals shall not be leashed to inanimate objects, such as trees, posts, buildings, etc. All dangerous animals outside their cage, pen or enclosure must be securely fitted with a muzzle that will not cause injury to the animal nor

interfere with its vision or respiration but shall prevent the animal from biting other animals or human beings.

- (6) Post signs giving notice of a dangerous animal in the area or on the premises in which such animal is confined. Such signs shall be conspicuously posted at both the front and rear property entrances and shall bear letters not less than two (2) inches high, stating "DANGEROUS ANIMAL ON PREMISES." Such signs shall also display a symbol, that is understandable by small children, that warns of the presence of a dangerous animal;
 - (7) Provide the animal with a fluorescent yellow collar visible at fifty (50) feet in normal daylight and attaching a fluorescent orange tag provided by the Animal Services Division to the collar that is worn at all times so that the animal can be easily identified;
 - (8) Implant a microchip into the animal and registering it for life with the city's Animal Services Division and a recognized national registry; and
 - (9) Obtain the dangerous animal permit and paying the appropriate fee annually.
 - (10) Maintain a current rabies vaccination and a current city license.
- (b) Any animal that is deemed a dangerous animal that was not previously impounded or otherwise in possession of the Animal Services Facility or any other state approved quarantine facility, shall immediately be impounded and boarded at the owner's expense until such time as the owner complies with all of the required conditions as set forth by the court's ruling. The animal shall be held at the owner's expense pending the outcome of any appeals. It shall be a violation of this section for the owner to refuse to turn the animal over as required and for the purposes of enforcement; each day for each animal in question shall be considered a separate offense.
 - (c) The owner shall have fifteen (15) days from the declaration of the animal as dangerous to comply with all of the required conditions as set forth by this section. If the owner fails to meet all of the requirements, the animal may be humanely euthanized on the sixteenth (16th) day by the Animal Control Officer or a licensed veterinarian.
 - (d) In the event that a registered dangerous animal escapes its cage, pen or enclosure or attacks a human being or another animal, the owner of the dangerous animal shall immediately notify the Animal Services Division. For the purposes of this section, immediately shall mean within thirty (30) minutes of the owner becoming aware of the escape or attacks.
 - (e) In the event that a registered dangerous animal dies, the owner must notify the Animal Control Officer within seven (7) days.
 - (f) Prior to transferring ownership in any way or moving a registered dangerous animal, either inside or outside the city limits, the owner must obtain, in writing, permission from the Animal Control Officer to transfer ownership or move the animal. If ownership of the animal is being transferred, the new owner will be required to comply with all provisions of this chapter before the animal can be moved from the previous owner's custody. If the animal is being moved from the city limits, the owner must provide, in

writing to the Animal Control Officer, the destination address of where the animal is to be moved to and proof that the owner has alerted the agency responsible for animal services in that area.

- (g) In the event that any owner of an animal declared to be dangerous violates any order of the Public Health Administrator, the animal may be immediately seized and impounded by the Animal Control Officer. In addition, the animal shall be seized immediately if the animal bites, injures, or attacks a human being or another animal. Any animal already declared to be dangerous which is impounded due to any violation of this chapter or seized for causing injury to a human being or another animal shall immediately become the property of the City of Joshua and shall not continue to be a registered dangerous animal.
- (h) If the dangerous animal makes an unprovoked attack on a person or another animal outside the animal's enclosure and causes bodily injury to the person or other animal, the owner of the dangerous animal will be guilty of a Class C misdemeanor, unless the attack causes serious bodily injury or death, in which event the offense is a Class A misdemeanor.
- (i) If an owner of a dangerous animal is found guilty of an offense under this section, the Public Health Administrator or his designee may order the dangerous animal be humanely euthanized by the Animal Control Officer or a licensed veterinarian.
- (j) No animal shall be declared a dangerous animal if the threat, injury or damage caused by the animal was the result of a willful trespass upon another's property, or the person injured was tormenting, abusing or assaulting the animal or its owner, or was committing or attempting to commit a crime at the time of injury.
- (k) Orders of the Public Health Administrator pertaining to dangerous animals may be appealed to the City of Joshua Permit and Appeals Board by filing a written notice of appeal within five (5) days to the city manager's office. During the pendency of such appeal, the order of the Public Health Administrator shall be suspended, and the animal shall remain impounded at the owner's expense at the Animal Services Facility or other state approved quarantine facility for observation. Decisions of the Permit and Appeals Board shall be final.
- (l) It shall be a violation for any owner of a permitted dangerous animal to refuse, upon request by the department, to make his/her animal(s), premises, facilities, equipment, and any necessary permit(s) available for inspection for the purpose of ascertaining compliance with the provisions of this chapter.
- (m) The owner of an animal that has been determined to be dangerous by another jurisdiction is prohibited from bringing such animal into the city limits.
- (n) The Animal Control Officer shall be authorized to obtain a search and seizure warrant if there is reason to believe any requirements of this section are being violated.

Section 2.05.003. Keeping of Certain Animals Prohibited.

It shall be unlawful for a person to sell, offer for sale, barter, trade, keep, own, maintain, use or have in the person's possession or on premises under the person's control any of the following:

- (a) Any dangerous animal except as provided in Section 2.05.002 pursuant to a final determination that the animal is dangerous; or
- (b) Any prohibited animal unless that person is a person exempted by Section 822.102, Subchapter E, Dangerous Wild Animals, of the Texas Health and Safety Code, as amended.
- (c) It shall be unlawful for a person to sell, offer for sale, barter, trade, keep, own, maintain, use or have in a person's possession or on premises under such person's control any of the following:
 - (1) Any dangerous animal except as provided in Section 2.05.002 pursuant to a final determination that the animal is dangerous; or
 - (2) Any prohibited animal.
 - (3) A prohibited animal is exempt from this section if:
 - (A) The animal(s) belongs to a bona fide zoological park, animal exhibition, wildlife educational center, museum, licensed laboratory, publicly owned nature center, or animals kept by bona fide members of an educational or scientific association or society approved by the animal control department, or persons holding permits from an agency of the state or the United States for the care and keeping of animals for rehabilitative purposes; or
 - (B) The animal is an assistance animal as defined in this chapter that has been registered with the city and the animal control manager has been provided with:
 - i. Records of vaccination appropriate for the species of animal;
 - ii. Documentation from a veterinarian that the animal is healthy;
 - iii. Proof of proper restraint for the animal; and
 - iv. Proof that the animal has been or is being trained to perform tasks of an assistance animal.

Section 2.05.004. Beekeeping.

- (a) Purpose. The purpose of this section is to establish certain requirements of sound beekeeping practice that are intended to avoid problems that may otherwise be associated with the keeping of bees in populated areas.
- (b) Keeping of honeybees. Honeybees may be kept if all of the following conditions are met:

- (1) Beekeeping permit. Any person desiring to keep honeybees on their property must first obtain a permit from the animal control authority.
 - (A) The animal control authority shall have the right to inspect any property with a beekeeping permit at any time for the purpose of ensuring compliance with this section.
 - (B) Beekeeping permits must be renewed annually and each renewal will require inspection and approval by the animal control authority or designee.
 - (C) Beekeeping permits are issued for specific owners of a specific property. Application for a new beekeeping permit shall be required if:
 - (i) The original beekeeping permit holder moves to a new residence within the city limits and wishes to keep honey bees on the new property; or
 - (ii) Ownership of the property for which a beekeeping permit was originally issued changes and the new owners desire to keep honey bees.
- (2) Standards of care and practice.
 - (A) In each instance in which a colony is situated within ten feet (10') of a private or public property line, including schools, of the tract upon which the apiary is located, as measured from the nearest point on the hive to the property line, the beekeeper shall establish and maintain a flyaway banner at least eight feet (8') in height consisting of a solid wall, fence, dense vegetation, or a combination thereof so that the honeybees will fly over rather than through the material to reach the colony.
 - (B) Each beekeeper shall ensure that a convenient source of water is available to the bees at all times within twenty feet (20') of all hives.
 - (C) All honeybee colonies shall be kept in hives with removable frames or bars, which shall be kept in sound and useful condition.
 - (D) Beekeepers shall diligently "re-queen" hives known to be aggressive.
 - (E) Any hive contaminated with or known to have Africanized bees shall be destroyed by a qualified beekeeper at the owner's expense.
 - (F) Beekeepers shall mark each hive with name and phone number of the beekeeper.
 - (G) Enclose the apiary sufficient to prevent small children or animals from accessing the hives.
 - (H) Each hive must be "re-queened" at least once every twenty-four (24) months and the owner shall keep receipts and written records of the exact date of the "re-queening" of each hive for at least two (2) years.

- (l) Each hive shall be maintained in a healthy state and maintain the grounds near each hive in a sanitary manner.
- (3) Colony densities.
 - (A) No property with an area less than two (2) acres shall be permitted.
 - (B) The maximum number of hives shall be no more than three (3).
- (4) Inspections. A person commits an offense if he owns, harbors, or possesses honeybees and refuses, upon request by the animal control authority, to make his honeybees, premises, facilities, or equipment available for inspection during reasonable hours.
- (5) Penalty. Any beekeeper violating any of the terms and provisions of this section shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in accordance with section 1.01.009 of the city code.

Section 2.05.005. Keeping of Other Animals; Nuisance Conditions.

- (a) No person shall engage in keeping livestock within the corporate limits of the city, except in conformance with and only to the extent so permitted by the zoning ordinances of the city.
- (b) The keeping of or causing to be kept any livestock, ~~chickens, geese, ducks, guineas, pigeons, rabbits or~~ any other such animals in those areas appropriately permitted by the zoning ordinances of the city in pens or enclosed areas in such a manner as to become offensive to other persons living nearby is hereby declared to be a nuisance. The housingkeeping of livestockchickens within 25 feet of an adjacent property line is hereby declared to be a nuisance.
- (c) It shall be unlawful for any person to park or leave standing any truck, trailer, or other vehicle that has been used for the hauling of livestock, animals or fowl in a residential area of the City of Joshua when notified by an enforcement agent that such vehicle is creating a nuisance due to odors, gases or fumes. Upon such notification, the owner, operator, driver or other person responsible for such vehicle shall move such vehicle to a location outside of any residential area of the city.
- (d) All manure and other excrement shall be disposed of in such a manner as to prevent it from becoming offensive to other persons living nearby. It shall be unlawful for any person to transport slop, garbage or other refuse over any alley, street or highway within the corporate limits of the city for the purpose of feeding hogs or swine within the city.
- (e) Honeybees. Notwithstanding the provisions of section 2.05.004, a beekeeper shall not keep honeybees in such a manner as to deny any person the reasonable use and enjoyment of adjacent property or endanger the personal health and welfare of the inhabitants of the city. Removal for noncompliance:
 - (1) Complaint. Upon receipt of a sworn complaint by any person, including the city attorney, a peace officer or animal control authority to the municipal court that honeybees are being kept in a manner that denies the reasonable use and

enjoyment of adjacent property or endangers the personal health and welfare of the inhabitants of the city. The municipal court shall set a time for a hearing to determine whether the honeybees are being kept in violation of this section. The hearing shall not be later than the fifteenth (15th) day after the judge of the municipal court receives and reviews the complaint.

- (2) Notice. The municipal court shall give written notice of the time and place of the hearing to the beekeeper and the person who made the sworn complaint.
- (3) Presentation of evidence. Any interested party, including the city attorney, may present evidence at the hearing.
- (4) Order for removal. If the municipal court determines that the honeybees deny to any person the reasonable use and enjoyment of adjacent property or endanger the personal health and welfare of the inhabitants of the city, the municipal court shall order the honeybees removed from the property. Upon receipt of such order, the beekeeper shall remove the bees within ten (10) calendar days of the order. Failure to comply with the municipal court order shall constitute a separate violation of this code for each day of noncompliance, and in addition, the city may contract for the removal of the bees and charge the beekeeper for such removal.

Section 2.05.006. Keeping of Livestock, Goats, Hogs or Swine.

Section 2.05.006. Keeping of Livestock, Hogs or Swine.

(a) ~~The~~ It shall be lawful to keep ing of livestock shall be permitted in "A" agriculture zoning districts and in areas primarily used for agriculture purposes, with the exception of the following limitations on hogs and swine.

(b) Goats. The keeping of goats shall be permitted in "R-1L" single family residential large lots zoning districts and in "A" agriculture zoning districts subject to the following requirements:

- (1) In "R-1L" zoning district, lots must be a minimum of one (1) acre, and only two (2) goats are permitted per acre.
- (2) In "A" zoning districts, lots must be a minimum of two (2) acres, and only four (4) goats are permitted per acre.

~~(a)(c)~~ Hogs and Swine. It shall be unlawful for any person other than a veterinarian to keep any more than five (5) live hogs or, swine, or a combination of either within the city limits, except in the hereinafter-named location(s), for a a longer period longer than twenty-four (24) hours.

(b) ~~The following locations are authorized for the keeping of more than five (5) hogs or swine:~~

- (1) The campus and grounds of Joshua Independent School District;

Comment [AH11]: This section is either out of order or needs to be a little more easier to read.

Comment [JRP12]: Let me know if these revisions work.

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~~(e)~~(d) All hog pens, barns, stables and other facilities housing livestock shall meet the requirements of the city building code, zoning ordinance, and the general design standards, specifications, and operating procedures for animal establishments.

~~(d)~~(e) Unless specifically provided for herein, only ~~The number permitted shall not exceed~~ one (1) head of livestock is permitted per one (1) acre of land.

(f) It shall be a defense to prosecution regarding the number of livestock being kept, that the same livestock in question were being kept on the same premises, by the owner of the livestock, prior to the adoption of this sub section ~~(e)~~. Notwithstanding the foregoing, at such time as the livestock on the property dies or is otherwise disposed of by the owner, it may not be replaced until such time as the livestock meets the requirements set forth herein and then only may be replaced to the extent such number and kind is in conformance with this subsection ~~(e)~~.

~~(e)~~(g) It shall be a defense to prosecution that the person keeping the livestock is a student, is a member of the local FFA Club and has been issued a temporary permit by the Animal Control Officer Supervisor, who shall have the discretion to issue said permit upon proper documentation provided by the student and/or teacher.

Section 2.05.007. Estray.

It shall be unlawful for any person, firm, or corporation to allow an estray(s) to be unattended upon any public street, alley, thoroughfare or upon the property of another in the corporate city limits of Joshua. The person, firm, or corporation having ownership or right to immediate control of such estray(s) shall have the burden to keep such estray(s) off the public streets, alleys, and thoroughfares or the property of another in the city.

Section 2.05.008. Placement and Baiting of Animal Traps.

- (a) It shall be unlawful for any person to place or place and bait or to permit the placing or placing and baiting of any trap designed for trapping animals in any highway, street, alley or other public place within the corporate limits of the city unless specific permission by Animal Services Division has been granted. However, nothing in this chapter shall prohibit an Animal Control Officer from placing such traps on public or private property as may be necessary to capture animals running at large.
- (b) It shall be unlawful for any person to remove, alter, damage, or otherwise tamper with a trap or equipment belonging to or set out by the Animal Control Officer.
- (c) Residents of the city wishing to trap unwanted animals on personal private property may do so with the use of humane cage traps. Traps may be obtained from Animal Services. Any trapping program must have prior written approval of the land manager or owner, and written notification of activities to the Animal Services Division.
- (d) Any traps mentioned in this article found upon public property are hereby declared to be abandoned traps and any enforcement agent is hereby authorized and directed to impound any such trap and process the same as abandoned property in accordance with the applicable provisions of this Code.

- (e) It shall be unlawful for any person to place or place and bait or to permit the placing or placing and baiting of any steel jawed trap (commonly known as a "bear trap", "wolf trap", "leg hold trap", or "coyote trap") within the corporate limits of the city.
- (f) No person shall place any substance or article that has in any manner been treated with any poisonous substance in any place accessible to human beings, birds, dogs, cats or other animals with the intent to kill or harm animals. This shall include anti-freeze purposely left exposed to poison animals. This section, however, does not preclude the use of commercially sold poisons when applied in accordance with the manufacturer's directions for such use, in that person's residence, accessory structure or commercial establishment, provided that such use does not violate any other section of this Ordinance.

Section 2.05.009. Guard Dogs.

Every person having care, control, or custody of any dog which has received guard dog training must register such dog with the Animal Control Officer. Any dog which has received guard dog training may be destroyed when such dog is found running at large. The owners or keepers of guard dogs shall be subject to the other provisions of this Ordinance. An ID collar identifying the dog as a guard dog must be worn at all times, and affixed to the collar there shall be: guard dog tag, current rabies tag, and a city license at all times. The dog must wear a muzzle when out of confinement."

SECTION 32 **Repealer Clause**

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

SECTION 43 **Severability Clause**

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 54 **Penalty Clause**

Any person, firm, corporation or business entity violating this Ordinance shall be deemed guilty of a Class C misdemeanor, and upon conviction thereof shall be fined a sum not exceeding two thousand dollars (\$2,000.00) per day for violations involving public health and sanitation, and not exceeding five hundred dollars (\$500.00) per day for all other

violations. Each continuing day's violation under this Ordinance shall constitute a separate offense.

The penal provisions imposed under this Ordinance shall not preclude the City of Joshua from filing suit to enjoin the violation. The City of Joshua retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 65
Saving Clause

All rights and remedies of the City of Joshua are expressly saved as to any and all violations of the provisions of the Joshua City Code or any other ordinances regulating animals that 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 76
Engrossment and Enrollment Clause

The City Secretary of the City of Joshua is hereby authorized to publish this Ordinance in book or pamphlet form for general distribution among the public, and the operative provisions of this Ordinance as so published shall be admissible in evidence in all courts without further proof than the production thereof.

SECTION 87
Publication Clause

The City Secretary of the City of Joshua is hereby directed to publish in the official newspaper of the City of Joshua, the caption, penalty clause, publication clause and effective date clause of this Ordinance one (1) time after the passage of this Ordinance.

SECTION 98
Effective Date

This Ordinance shall be in full force and effect from and after its passage and publication as required by law, and it is so ordained.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, THIS THE ____ DAY OF ~~NOVEMBER~~~~SEPTEMBER~~~~AUGUST~~, 2021¹⁰.

Joe Hollarn, Mayor

ATTEST:

Alice Holloway, City Secretary

APPROVED AS TO FORM:

Terrence S. Welch, City Attorney



City Council Agenda

September 16, 2021

Agenda Item: G5

Ordinance

(Action Item)

Agenda Description:

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

Background Information:

Prior to COVID-19, citizens had to apply for a garage sale permit in person during business hours. City staff would issue a large garage sale sign for the citizen to post in their yard.

During COVID, staff designed an online application so citizens could apply online and the permit number be issued by email and the citizen would write the permit number on a garage sale sign that could be seen from the road. This process made it more convenient for the person requesting the permit.

Staff worked with City Attorney to update the ordinance and make the temporary change of process permanent. With the change, citizens do not have to take off work, etc. to request a permit.

Financial Information:

There is no anticipated financial impact.

City Contact and Recommendations:

Alice Holloway, City Secretary

Staff recommends approval of the proposed ordinance.

Attachments:

Ordinance

CITY OF JOSHUA, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, AMENDING SECTION 4.02.002, "PERMIT REQUIRED," OF ARTICLE 4.02, "GARAGE SALES," OF CHAPTER 4, "BUSINESS REGULATIONS," OF THE CODE OF ORDINANCES OF THE CITY OF JOSHUA, TEXAS, BY AMENDING PROVISIONS RELATED TO THE ISSUANCE OF A GARAGE SALE PERMIT; AMENDING SECTION 4.02.003, "RIGHT TO DENY PERMIT," OF ARTICLE 4.02, "GARAGE SALES," OF CHAPTER 4, "BUSINESS REGULATIONS," OF THE CODE OF ORDINANCES OF THE CITY OF JOSHUA, TEXAS, BY AMENDING PROVISIONS RELATED TO THE DENIAL OF A GARAGE SALE PERMIT; AMENDING SECTION 4.02.008, "SIGNS," OF ARTICLE 4.02, "GARAGE SALES," OF CHAPTER 4, "BUSINESS REGULATIONS," OF THE CODE OF ORDINANCES OF THE CITY OF JOSHUA, TEXAS, BY AMENDING PROVISIONS RELATED TO REQUIRED SIGNAGE FOR GARAGE SALES; MAKING FINDINGS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the City Council has determined that, in an effort to update the City's garage sale regulations, said regulations should be amended to clarify existing provisions relative to the issuance of garage sale permits, the denial of garage sale permits and authorized signage related to garage sales.

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

SECTION 1

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

SECTION 2

From and after the effective date of this Ordinance, Section 4.02.002, "Permit Required," of Article 4.02, "Garage Sales," of Chapter 4, "Business Regulations," of the Code of Ordinances of the City of Joshua, Texas, is hereby amended to read as follows:

"Sec. 4.02.002 Permit Required

A permit shall be required to hold or have a garage sale. The permit may be issued to the owner or tenant of the residence. Upon approval of a permit by the City, the applicant shall receive an assigned permit number."

SECTION 3

From and after the effective date of this Ordinance, Section 4.02.003, "Right to Deny Permit," of Article 4.02, "Garage Sales," of Chapter 4, "Business Regulations," of the Code of Ordinances of the City of Joshua, Texas, is hereby amended to read as follows:

"Sec. 4.02.003 Right to Deny Permit

If any person is cited for violation of this article two or more times during any twelve-month period, the City may refuse to issue that individual a permit to hold a garage sale any time during the subsequent twelve-month period. In the event a permit is denied, the City shall provide the applicant with the reason for the denial of the permit."

SECTION 4

From and after the effective date of this Ordinance, Section 4.02.008, "Signs," of Article 4.02, "Garage Sales," of Chapter 4, "Business Regulations," of the Code of Ordinances of the City of Joshua, Texas, is hereby amended to read as follows:

"Sec. 4.02.008 Signs

(a) On-premises sign. No more than one (1) sign shall be posted on the property where the garage sale is to be conducted. The sign shall be posted in a location visible from the street, subject to Subsection (c) of this Section, and the assigned permit number from the City shall be included on the sign. No other garage sale signs shall be permitted.

(b) Off-premises signs. Off-premises signs shall not be permitted.

(c) Sign locations.

(1) A sign shall be placed at least ten feet (10') from the back of curb or edge of street pavement.

(2) A sign shall not be placed on utility poles, street sign poles, or other fixed objects in City or State rights-of-way.

(3) A sign shall not be placed within a street median or a visibility triangle.

(d) Removal of sign. A sign shall not be posted more than twenty-four (24) hours prior to the beginning of the sale. The sign advertising a garage sale shall be removed by the permittee not later than twenty-four (24) hours following the expiration of the permit."

SECTION 5

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 6

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 7

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 8

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 less than One Dollar (\$1.00) nor 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 9

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 19TH DAY OF AUGUST, 2021.

Joe Hollarn, Mayor

ATTEST:

Alice Holloway, City Secretary

APPROVED AS TO FORM:

Terrence S. Welch, City Attorney



MEMORANDUM

TO: Mayor and Members of the City Council

FROM: Mike Peacock,
City Manager

DATE: September 13, 2021

SUBJECT: Facility Assessments

City Staff met with the Principals of the Architecture Firm of Callahan & Freeman on August 26 to discuss facility assessments in Joshua. This firm, has a significant amount of experience in municipal facilities.

The scope of the assessments will be in five (5) phases in the following order.

1. Develop Existing plans
2. Assessment Report
3. Preliminary Designs
4. Cost Estimates
5. Report/Summary

The cost for the project that will include assessments on City Hall, Police Department and Animal Services will be \$36,000.00. This amount is provided for in the FY 2021-22 Budget if adopted.

Completion of this project will help the Council determine the most cost-effective path moving forward to insure the facility needs of the City in the future and weather or not a remodel or new build is the best path forward.

STAFF RECOMMENDATION: Approval of the proposal from Callahan and Freeman in the amount of \$36,000.00, and authorize the City Manager to execute the agreement.



PO Box 15577
Fort Worth, Texas 76119
817.478.1765
www.cfarchitects.com

September 9, 2021

Mr. Mike Peacock
City Manager
City of Joshua
101 South Main Street
Joshua, Texas 76058

RE: Facility Feasibility Study
City of Joshua, Texas

Dear Mr. Peacock:

Callahan & Freeman Architects (C&F) is pleased to present this proposal to provide architectural services to the City of Joshua to evaluate the existing City Hall, Police Station, and Animal Control facilities. This proposal is based on our August 25, 2021 meeting and your September 2nd follow up email itemizing some of the major upgrades needed to existing City facilities.

I. PROJECT DESCRIPTION

The City of Joshua is in need of additional space and upgrades to the City Hall, Police Station, and Animal Control facilities. The City needs to determine whether to remodel and expand these three buildings or to build new. This project involves an architectural assessment of each facility to identify the pros and cons of renovations and additions versus building new.

II. SCOPE OF WORK

C&F proposes the following services:

A. Develop existing plans:

Based on Owner furnished plans (if available), C&F will field measure the City Hall, Police Station, and

Animal Control facilities to confirm dimensions and develop schematic Floor Plans and Site Plans of the existing buildings. These plans will be used as reference diagrams for building assessments and design studies for possible additions and upgrades to the buildings.

Note: City to provide site surveys on each property to confirm boundaries and easements.

B. Assessment Report:

C&F will conduct a preliminary assessment to evaluate the overall condition of the three existing facilities.

Assessment to include:

1. Visual assessment of the overall exterior condition.
2. A visual inspection of each building foundation and structure by a structural engineer.
3. Develop a preliminary code analysis to help identify what upgrades may be needed to conform to current code standards including the International Building Code and the Texas Accessibility Code.
4. A mechanical-electrical engineer to perform visual assessment of each building's mechanical, electrical, and plumbing (M.E.P.) systems.

Note: A separate environmental engineer would need to be engaged by the City to assess environmental issues that may need to be addressed for renovations to the existing facilities.

C. Preliminary Design:

1. Based on the "Facility Concerns" list received from the City on September 2nd and the facility upgrade requirements identified in the building assessment study, C&F will develop optional building and site layouts to accommodate the City's growth. These layouts will be reviewed with the Owner.
2. Design shall be accomplished through a series of work sessions with the Owner where design concepts and sketches will be reviewed.
3. Through these work sessions it will be determined if the existing facilities and sites will accommodate the necessary expansions. Design work will be preliminary in nature to produce an overall design concept to determine if additions and renovations to the buildings are possible.
4. Based on the selected design solutions, C&F shall prepare Preliminary Design Drawings for each building to include:
 - a. Site Plan showing existing and new improvements.
 - b. Floor Plan showing additions and renovated areas.

D. Cost Estimate

1. A construction cost estimate for renovations and additions will be developed for each facility.

E. Report/Summary

A report for each facility will be prepared summarizing the assessments and design studies. Included will be recommendations as to the merits of remodeling versus building new facilities.

III. FEE

We propose providing the above outlined services on the three facilities for the fee as outlined below:

A. Develop Existing Plans	\$6,000
B. Assessments	12,000
C. Preliminary Designs	12,000
D. Cost Estimates	3,000
E. Report/Summary	<u>3,000</u>
TOTAL	\$36,000

We are excited for the opportunity to work with the City of Joshua in the planning of your future facility expansions and upgrades. Please let us know if you have any questions or if additional information would be helpful at this time.

If this proposal meets with your approval, please sign below and return a copy for our records. We will proceed with work immediately upon your approval.

Sincerely,



Frank W. Callahan, AIA
Callahan & Freeman Architects

City of Joshua Approval

(Signature)

(Date)

(Print Name & Title)



City Council September 16, 2021

Agenda Item:G7

Agreement

(Action Item)

Agenda Description:

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

Background Information:

The City of Joshua contracts with the Johnson County Emergency Services District on an annual basis to provide Fire Extinguishment and Emergency Services to a section of Johnson County. The time period for the contract is from October 1, 2021 through September 30, 2022.

Financial Information:

In return for providing Fire Extinguishment and Emergency Services, the city will receive \$156,000 for the contracted period. Additional funds are available through monetary incentives for responding to 80% or more of monthly dispatched incidents, which can amount to approximately \$1,000 per month for responding to 100% of incidents. This contract also includes additional available funding for the following:

Grant Match Consideration for EQUIPMENT and TRAINING ONLY. Maximum \$5,000
ISO Testing Reimbursement. Maximum \$3,000
FD Emergency Repair. Maximum \$5.000

City Contact and Recommendations:

Thomas Griffith, Fire Chief

Staff recommends approval of the contract for fiscal year October 1, 2021 – September 30, 2022.

Attachments:

City of Joshua Contract
JCESD Incentives List
Joshua Response District



**CONTRACT FOR PROVIDING FIRE
EXTINGUISHMENT AND EMERGENCY SERVICES
WITH A MUNICIPALITY**

**THE STATE OF TEXAS §
 §
COUNTY OF JOHNSON §**

This **CONTRACT FOR PROVIDING FIRE EXTINGUISHMENT AND OTHER EMERGENCY SERVICES** hereinafter called Contract, effective as of the 1st day of October, 2021 by and between **JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1**, hereinafter referred to as "DISTRICT", a political subdivision of the State of Texas organized and operating pursuant to the provisions of Section 48-e, Article III of the Texas Constitution and Chapter 775, Texas Health and Safety Code, hereinafter called the "Act", and the **CITY OF JOSHUA**, hereinafter called "Department", duly organized and operating under the laws of the State of Texas;

Witnesseth:

WHEREAS, the DISTRICT is a duly organized emergency services district and a political subdivision of the State of Texas created for the protection of life and property and to provide emergency services, with the full authority to carry out the objects of its creation, and to that end is authorized to enter into and perform any and all necessary contracts;

WHEREAS, pursuant to Section 775.031 of the Act, the DISTRICT has the authority to enter into contracts with others, whereby fire fighting facilities and fire extinguishment and emergency services may be available to the DISTRICT, upon such terms as the governing body of the DISTRICT shall determine;

WHEREAS, the DISTRICT desires to secure fire extinguishment and emergency services for a specified area of Johnson County, Texas, hereinafter referred to as Service Area, to preserve the property located within the DISTRICT, and to preserve and to protect the public health, safety and welfare of the citizens within the DISTRICT;

WHEREAS, the DISTRICT has determined that it is in the best interests of the residents and property owners of the DISTRICT to enter into a contract for fire extinguishment and other emergency services with the DEPARTMENT which is capable of providing same at levels acceptable to the DISTRICT;

WHEREAS, the DEPARTMENT currently provides for extinguishment and emergency services and is willing to furnish such facilities and provide such services to the Service Area for the consideration hereinafter provided; and

WHEREAS, the DEPARTMENT represents and warrants that it is in full compliance with any and all DISTRICT policies, and local, federal, and state law applicable to its operations and existence as a political subdivision and an emergency service organization in the State of Texas and any other applicable law related to it:

NOW THEREFORE, for and in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree with the others as follows:

ARTICLE I **DEFINITIONS**

Section 1.01 Findings of Fact – The DISTRICT and DEPARTMENT find that the facts and statements set forth in the preamble to this Contract are true and correct for all purposes.

Section 1.02 Definitions – The following terms shall have the respective meaning assigned to them in this **Article I** wherever they are used in this Contract.

ACT – Chapter 775, Texas Health and Safety Code, Section, as amended.

AUTOMATIC AID - Refers to pre-arranged outside assistance that responds on the first alarm to certain incidents that require minimum resources such as building fires. There is no special request for aid as it is automatic.

BREACH OF CONTRACT – Shall mean an act or circumstance by either party to this contract, which violates or results in the non-compliance with this Contract or any provision herein.

CONTRACT – This Contract and any and all amendments or supplements hereto.

CURRENT DISTRICT POLICIES – District policies in effect on the date the contract is signed by both parties, or current policies recommended by the Policy Development Committee of the DISTRICT.

DEPARTMENT – **THE FIRE DEPARTMENT** of the **CITY OF JOSHUA** is duly organized and existing under the laws of the United States and the State of Texas, and in full compliance at all times with same.

DISTRICT – **JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1**, A political subdivision of the State of Texas created and operating pursuant to Section 48-e of Article III of the Texas Constitution and the Act.

EMERGENCY – A circumstance of urgent necessity requiring the immediate action of a party in order to protect health, safety and welfare or property of the general public and commercial interests within the Service Area and outside or subject to mutual aid upon call of another municipality, fire department, emergency medical service or 911 network.

EMERGENCY SERVICES – As a minimum, those activities which are required for and related to the control and extinguishment of fires; and to those activities required for and related to providing service as a “First Responder Organization” as defined by Chapter 773, Texas Health and Safety Code or other applicable law, rule or regulation; other requests for assistance as dispatched by the DISTRICT from time-to-time, or standing by at a designated location, or on apparatus, or nearby in a state of readiness to perform these activities. This shall **not** be construed to in any way limit the ability of the DEPARTMENT to provide specialized services in addition to those required above.

FACILITIES – The fire fighting facilities and emergency equipment reasonably required to provide the fire extinguishment and emergency services to be rendered by the DEPARTMENT pursuant to this Contract.

MUTUAL AID - Generally referred to as an agreement between two or more departments to respond to formal requests for assistance under specific conditions. An on scene or responding primary department calls for assistance that has not been pre-arranged to be automatically dispatched on the initial assignment.

SERVICE AREA - The geographic boundaries of the DEPARTMENT as assigned by the DISTRICT and as such boundaries exist at present or may hereafter be amended. Compensation will be adjusted accordingly for any amended boundaries with negotiations between the DEPARTMENT and the DISTRICT to be based on the current formula. For purpose of reference, the current boundaries of the DEPARTMENT are described in Appendix “A,” attached hereto and incorporated herein for all purposes. The DISTRICT shall provide an up to date map of the DISTRICT and the DEPARTMENT’S Service Area with individual boxes to allow expedited response to emergencies.

Section 1.03 Construction of Terms. If appropriate, in this Contract, words of the singular number shall be considered to include plural, words of the plural shall be considered to include the singular, and words of the masculine, feminine, and neutral gender shall be considered to include other genders.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.01 District's Representations – The DISTRICT represents that:

1. The DISTRICT is a duly constituted political subdivision of the State of Texas created and operating pursuant to Section 48-e of Article III of the Texas Constitution and the Act and has the authority to enter into this Contract and the transactions contemplated hereby and to carry out its obligations hereunder.
2. The DISTRICT is not in default under or in violation of the Constitution and/or laws of the State of Texas relevant to the consummation of the transactions contemplated by this contract and has authorized the execution and delivery of this Contract.

Section 2.02 Department's Representation and Warranties – The DEPARTMENT hereby makes the following representations and warranties as the basis for the undertakings on the part of the DEPARTMENT herein contained:

1. The DEPARTMENT, through the City, is validly existing and in good standing, and shall at all times remain so during the term of this Contract.
2. The DEPARTMENT, through the City, has full power and authority to execute and deliver this Contract and has, by proper action, duly authorized the execution and delivery of this Contract.
3. Neither the execution nor delivery of this Contract, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the terms or conditions of this Contract conflicts with or results in a breach of terms, conditions or provisions of any restriction or any agreement or instrument to which the DEPARTMENT is now a party or by which it is bound, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever on any property or assets of the DEPARTMENT.
4. The DEPARTMENT shall provide the EMERGENCY SERVICES called for by this Contract, including, but not limited to, the fighting and extinguishment of fire and the provision of other emergency services to the Service Area, including, but not limited to, First Responder Emergency Medical Services. The Contract also recognizes the DEPARTMENT'S ability to provide and receive Mutual Aid, Automatic Aid, or other aid to/or from other emergency service organizations as deemed necessary by the DEPARTMENT or DISTRICT. The DISTRICT reserves the right to be informed of any mutual, automatic, or other aid agreements between the DEPARTMENT and agencies outside the DISTRICT contractors. EMERGENCY SERVICES shall be provided by the DEPARTMENT. The DEPARTMENT shall be required to respond to a minimum of 80% of the calls for assistance that it is dispatched

to. A response shall be defined as notification made to dispatch by the department via radio, that personnel are enroute to the emergency with the appropriate equipment and apparatus within twelve minutes of "tone-out". If during any one-month time period, the DEPARTMENT is unable to respond to more than 20% of the calls for assistance in their jurisdiction, the DISTRICT shall review the response information; meet with the DEPARTMENT Fire Chief or representative and make recommendations to improve response capabilities. Beginning with the second month and for each additional month that the DEPARTMENT fails to respond to more than 20% of the calls for assistance in their jurisdiction, the DEPARTMENT's monthly payment amount shall be divided by the total number of calls dispatched for that month and payment made to the department(s) that were the primary responder on each call. Failure to meet the minimum response requirements for three (3) months of the contract period may result in termination of the Contract.

5. The DEPARTMENT warrants and represents that it shall comply faithfully with all provisions of the Act and all other local, state, or federal laws, rules, or regulations applicable to the DEPARTMENT and its duties under this Contract, and further shall, throughout the term of this Contract, be in compliance with all properly adopted DEPARTMENT and DISTRICT policies currently in effect.
6. The DEPARTMENT shall participate in a recognized Training Program that is substantially equal to the Texas Commission on Fire Protection and or State Fireman's and Fire Marshal's Association testing and skills verifications.
7. The DEPARTMENT shall ensure that personnel have the following minimum training.

All personnel entering into IDLH atmosphere must have Live Fire Prerequisites (Formerly Intro Firefighter) Certification or greater, SCBA Part B and Live Burn Class taught by ESD personnel, personnel certified by the ESD, or other certified TCFP training facility; Personnel that already have Basic SFFMA or TCFP FF 1 certifications or greater are not required to attend the SCBA Part B and Live Burn class taught by the ESD but it is recommended.

6. All personnel responding on EMS calls shall have:

EMR Course Completion or (FRO certification prior to 2010 with continuous membership with a JCESD #1 Department, will be accepted),
or an Approved (by JCESD Medical Director) American Safety and Health Institute EMR certification or greater certification.
Shall have current CPR certification.

Shall have completed and passed current Medical Protocol Test and Skills Proficiency Test.

Proctors for testing shall be authorized by Medical Director.

All members shall adhere to the current DISTRICT Medical Director's emergency medical protocols.

*All personnel at the scene of an incident who are not qualified under part 7 above (ride-outs, observers, cadets, etc.) and Probationary Firefighters shall be clearly identified with distinctive, vests, helmets, or other methods

7. The DEPARTMENT warrants that the Fire Chief and Assistant Chief have the following certifications:

Head of Department (TCFP) or
Firefighter I Certification (TCFP or SFFMA) and
ICS – 100
IS – 700

8. The DEPARTMENT shall insure that at least 90% of all personnel participating in emergency operations have completed a minimum of 20 hours of ESD, SFFMA, State, or Federal training, for the previous 12-month period beginning August 1 of the previous contract year and ending July 31st of the contract year.

Section 2.03 Joint Representations – No member of the DISTRICT or DEPARTMENT has any significant or conflicting interests, financial, employment or otherwise in the transactions contemplated hereby, other than as a resident or property owner of the DISTRICT, which has not been brought to the attention of all parties concerned. No member of the DEPARTMENT shall be an interested party or a party which benefits from any conduct of business by the DEPARTMENT or the DISTRICT which would present a conflict under the Texas nepotism laws or other state laws regarding competitive bidding or conflicts of interests. Should any member of the DEPARTMENT or any other responsible person believe a party or person governed by the Contract is violating this provision; the person with such belief shall have a right to require that the matter be discussed with the opposing party at an open meeting of the DISTRICT.

ARTICLE III **SERVICES TO BE PROVIDED**

Section 3.01 General – During the term of this Contract, the DEPARTMENT agrees to provide Emergency Services to the Service Area on a 24 hour per day basis seven days a week.

Section 3.02 Non-Exclusive Agreement – The DEPARTMENT hereby acknowledges and agrees that its primary responsibilities are to its assigned Service Area. However, in order to ensure to the greatest extent practical that there will be sufficient facilities and

emergency resources available to the DISTRICT, the parties acknowledge that the DEPARTMENT may enter into Mutual Aid Agreements or other agreements with other non-DISTRICT emergency services organizations, fire departments, or municipalities in the area for provision of Emergency Services. The DISTRICT may also make agreements for service with other agencies or directly provide DISTRICT resources for the provision of emergency services in the Service Area.

Section 3.03 Approvals and Permits – The DEPARTMENT agrees to obtain all necessary licenses, permits, certifications and approvals, as the case may be, that are necessary from any governmental bodies or agencies having jurisdiction in connection therewith for the provision of Emergency Services to the Service Area as called for by this Contract or otherwise required by law. It is the DEPARTMENT'S sole responsibility to renew and maintain its status as a "First Responder Organization" as defined by Chapter 773, Texas Health and Safety Code. The DEPARTMENT'S failure to obtain and/or maintain said licenses will result in withholding of all payments by the DISTRICT to the DEPARTMENT until the problem is corrected as certified by the DISTRICT, or the DISTRICT may, at its sole discretion, terminate this Contract.

Section 3.04 Maintenance and Operation – The parties hereto agree that during the term of this Contract, the DISTRICT shall have **no** responsibility or liabilities whatsoever for operating, maintaining, repairing and ensuring any facilities by which Emergency Services are provided by the DEPARTMENT. Such responsibilities belong **solely** to the DEPARTMENT.

Section 3.05 Compliance with Governmental Requirements – The DEPARTMENT shall at all times conduct its activities in accordance with all current applicable statutes, laws, rules, and regulations and shall further obtain and maintain all permits, consents and certificates that are required by any governmental body or other entity with jurisdiction over the DEPARTMENT.

Section 3.06 Liaison – The City Manager or his/her duly authorized Fire representative, shall be the liaison with the DISTRICT.

Section 3.07 Independent Contractors: Personnel of Department – Notwithstanding anything in this Contract which may be construed to the contrary, the DEPARTMENT and all of its personnel, employees, members, volunteers or agents shall at all times be independent contractors and not employees, volunteers, members, agents, or representatives of the DISTRICT. The DEPARTMENT and its personnel shall at all times have the right to control the details of their work. By entering into this Contract, the DISTRICT and DEPARTMENT do not waive, nor shall it be deemed to waive, any rights, defenses or immunities either may have under any applicable federal or state statute, law, rule or regulation. Specifically citing Texas Government Code Section 791.006 (a-1), the parties agree that, for purposes of determining civil liability for non-party claims, the act of any person or persons while fighting fires, providing rescue services, providing first response EMS services, traveling to or from any type of emergency call or emergency scene, or in any manner furnishing services in accordance with this Contract, shall be the act of the party performing such act. The payment of any and all civil or other liability, including negligence, resulting from the

furnishing of services under this Contract is the responsibility of the individual party performing such acts. This shall specifically include, but not be limited to, the payment of court costs, expenses, and attorneys' fees resulting from any such claim or lawsuit. The parties agree that the assignment of liability described in this Contract is intended to be different than liability otherwise assigned under Section 791.006 (a) of the Texas Government Code.

Section 3.08 Automatic Aid – The DEPARTMENT agrees to respond to emergency incidents in other jurisdictions as dispatched to ensure that essential personnel and/or equipment shall be available. The DEPARTMENT further agrees to receive aid from other jurisdictions to ensure that adequate personnel and resources respond quickly to emergencies.

Section 3.09 ISO Rating – In order to accomplish a County-wide ISO rating improvement, the DEPARTMENT agrees that all of its apparatus are equipped in accordance with the latest adopted version of NFPA 1901 and shall have in place a program to annually:

- Test its full complement of hoses in accordance with NFPA 1961
- Test its full complement of ground ladders in accordance with NFPA 1932
- Test the pumps of its Class A Engines in accordance with NFPA 1911

ARTICLE IV **INSURANCE AND INDEMNIFICATION**

Section 4.01 Insurance – The DEPARTMENT or City thereof agrees to insure all its facilities and properties reasonably required to provide Emergency Services hereunder, against loss or damage of kinds usually insured against by entities similarly situated. The insurance will be provided through the Texas Municipal League Risk Pool or with one or more reputable insurance companies in the minimum amount required by Texas Law for death, and bodily injury or property damage.

1. The DEPARTMENT agrees to carry public liability insurance with respect to the facilities through the Texas Municipal League Insurance Risk Pool or with one or more insurance companies licensed in the State of Texas in the minimum amount required by Texas Law for death, bodily injury or property damage.
2. The DEPARTMENT agrees to carry errors and omissions, general liability and other insurance necessary for its operations and for any and all risks that may be necessary in its operations as a Texas Non-Profit Corporation or an emergency services organization.
3. Each insurance policy provided for in this Contract shall be in the name of the DEPARTMENT or City as the named insured and the DISTRICT as an additional insured.

4. If said insurance is not provided the DEPARTMENT will be considered in breach of contract. All payments made by the DISTRICT to the DEPARTMENT shall cease until proof of insurance is provided as certified by the DISTRICT, or the DISTRICT may, at its discretion, terminate the Contract.

Section 4.02 Workers' Compensation Coverage – The DEPARTMENT shall maintain workers' compensation coverage for its employees, officers and volunteers related to or arising from the DEPARTMENT'S performance under this contract. The DEPARTMENT recognizes that the DISTRICT has no responsibility to furnish this coverage and DEPARTMENT waives any right to pursue the DISTRICT for liability regarding payments for this coverage or for liability regarding payments for claims filed against this coverage. If said insurance is not provided, the DEPARTMENT will be considered in breach of contract. All payments made by the DISTRICT to the DEPARTMENT shall cease until proof of insurance is provided as certified by the DISTRICT, or the DISTRICT may, at its discretion, terminate the Contract without recourse.

Section 4.03 Indemnification – To the fullest extent allowed by law, The DEPARTMENT shall indemnify and hold the DISTRICT, as well as its commissioners, officials, agents, volunteers, representatives, and employees, harmless from any and all claims of any type, including negligence, and all attorney's fees and related costs, made on account of any loss through personal injuries, deaths, or property damages, arising directly or indirectly out of the sole or concurrent negligence, or the sole or concurrent intentional acts or omissions of the DEPARTMENT or its contractors, officials, agents, employees, volunteers, subcontractors, or representatives, in performing the services required under this Contract, except where the DISTRICT is concurrently negligent or has committed concurrent intentional acts or omissions. The DISTRICT shall indemnify and hold the DEPARTMENT, as well as its governing body, officials, agents, volunteers, and employees, harmless from any and all claims of any type, including negligence, and all attorney's fees and related costs, made on account of any loss through personal injuries, deaths, or property damages, arising directly or indirectly out of the sole or concurrent negligence, or the sole or concurrent intentional acts or omissions of the DISTRICT or its commissioners, officials, agents, employees, volunteers, contractors, subcontractors, or representatives in performing under this Agreement, except where the DEPARTMENT is concurrently negligent or has committed concurrent intentional acts or omissions. It is expressly understood and agreed that, in the execution of this Contract, neither DISTRICT or DEPARTMENT waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against any claims by third parties arising in the exercise of its governmental powers or other powers or functions or pursuant to the Texas Tort Claims Act or other applicable statute, law, rule, or regulation, including, but not limited to sovereign or official immunity. In accordance with Texas Government Code, Section 791.006 regarding assignment of civil liability, and except as otherwise provided by applicable law, including, but not limited to, regulations regarding workers compensation insurance, each party hereto shall be responsible for injuries or death to its employees and volunteers while performing services under this Agreement. The DEPARTMENT or DISTRICT shall not be liable for benefits or any other compensation for injuries or death of the other party's employees or volunteers while performing services under this Agreement. An employee

or volunteer shall be deemed to be performing services when en route to, en route from, or at the scene of a call or emergency. Specifically citing Texas Government Code Section 791.006 (a-1), the DISTRICT and DEPARTMENT agree that, for purposes of determining civil liability for non-party claims, the act of any person or persons while fighting fires, providing rescue services, providing EMS services, traveling to or from any type of emergency call or emergency scene, or in any manner furnishing services in accordance with this Agreement, shall be the act of the party performing such act. The payment of any and all civil or other liability, including negligence, resulting from the furnishing of services under this Agreement is the responsibility of the individual DEPARTMENT or DISTRICT performing such acts. This shall specifically include, but not be limited to, the payment of court costs, expenses, and attorneys' fees resulting from any such claim or lawsuit. The DEPARTMENT and DISTRICT agree that the assignment of liability described in this Section is intended to be different than liability otherwise assigned under Section 791.006 (a) of the Texas Government Code.

ARTICLE V

PAYMENTS BY DISTRICT

Section 5.01 Methods of obtaining Funds from the District –

1. Payment for Services – The length of this Contract will be from October 1, 2021 through September 30, 2022. After meeting its obligations for operating expense, debt service and establishment of a reserve fund, and other costs and expenses as determined by the DISTRICT, the DISTRICT shall annually compensate the DEPARTMENT for the services provided by the DEPARTMENT in the amount of \$ 156,000.00 will be payable in monthly installments on or before the 25th of each month. All funds to be provided hereunder shall be from current funds only, and the DISTRICT reserves the right to withhold any payment or appropriation of the above amount if the DEPARTMENT is in breach of this Contract and reserves its right of non-appropriation.
2. The DEPARTMENT may be eligible to receive additional funding through the District's Incentive Program (Appendix B).
3. Advance Funding – As unbudgeted or emergency needs arise; the DEPARTMENT may submit a proposal in writing to the DISTRICT for advance funding. The proposal shall itemize the proposed expenses, but final approval of the proposal shall be decided by the DISTRICT on the basis of need and available funds.
4. Pursuant to Section 775.073, Texas Health & Safety Code, and other applicable law, it is understood and agreed by the parties that any funds allocated by the DISTRICT to the DEPARTMENT are for maintenance and operation expenses only in the provision of the Fire and EMS Services set forth herein, and the DEPARTMENT, unless otherwise agreed to by the parties hereto in writing, shall not use any DISTRICT Funds for the purchase, lease, or acquisition of any real or personal property, and any real or personal

property of the DEPARTMENT shall remain the sole property of the DEPARTMENT unless District funds are used to purchase, lease, or otherwise acquire real or personal property. The parties further agree that the DEPARTMENT does not have any ownership interest in the real and personal property of the DEPARTMENT, except for that real or personal property purchased with DISTRICT Funds. The DISTRICT payments under this Agreement do not create an ownership interest in the real and personal property of the DEPARTMENT, unless such DISTRICT Funds are used in contravention of this provision and applicable law, and DISTRICT Funds are used to purchase such real or personal property.

5.02 **Radio User Fees** the DISTRICT will pay radio user fees for up to fourteen (14) radios for the DEPARTMENT. Any user fees above ten (14) for the DEPARTMENT shall be solely the responsibility of the DEPARTMENT. Payment of radio use fees in excess of fourteen (14) per DEPARTMENT will be in reduction of the DISTRICT'S contractual payments hereunder for Emergency Services provided by the DEPARTMENT, unless otherwise paid for by the DEPARTMENT with proof of payment submitted by the DEPARTMENT to the DISTRICT. The 2021-21 radio user fee is set at \$22.66 per radio per month, or \$271.92 annually, and any other fees or amounts will be borne by the DEPARTMENT as set follows: for 14 radios or less, the DISTRICT pays the radio user fees, and for each additional radio, DEPARTMENT shall pay \$271.92 per radio per year as set forth herein.

ARTICLE VI

ASSIGNMENT AND MODIFICATION

This Contract shall not be assignable by the DEPARTMENT, in whole or in part without obtaining the prior **written** consent of the DISTRICT. Further, this Contract may be modified only upon the prior **written** consent of the parties. Notwithstanding the foregoing, in the event that any city that has any area within its corporate or extra territorial jurisdiction included within the DISTRICT'S territory, notifies the DISTRICT of the exclusion of an area from the DISTRICT'S territory, pursuant to the Act, and if such event causes a change in the Service Area, or scope of Emergency Services to be rendered hereunder, the parties agree that the Contract shall be amended so that the payments may be adjusted accordingly. The DISTRICT reserves the right to terminate this Contract or reduce, expand, modify or otherwise change or terminate the Service Area of the DEPARTMENT as may be necessary for the protection of its citizens or if the DEPARTMENT breaches any provision of this Contract. It is understood and agreed between the parties that the DISTRICT may not expand the Service Area of the DEPARTMENT without the DEPARTMENT'S approval.

ARTICLE VII

MISCELLANEOUS

Section 7.01 Compliance with Applicable Regulations – The DEPARTMENT shall observe and comply, where applicable, with all Federal, State, County, DISTRICT, and City laws, rules, ordinances, regulations, and policies in any manner affecting the

conduct and provision of the Emergency Services herein provided and the performance of all obligations undertaken by the DEPARTMENT under this Contract.

Section 7.02 Inspection of Equipment - The District or its agent has the right to inspect the equipment and/or pertinent records of the DEPARTMENT. The parties acknowledge that the nature of the DEPARTMENT'S equipment and/or record keeping determines the consideration paid under this Agreement. In the event that the proper records are not available, the procedures or penalties stated in the corresponding portions of this contract will be followed. In the event that the inspection reveals that the equipment is not in operating condition the DEPARTMENT will authorize a re-inspection by the DISTRICT within fifteen (15) days. In the event the equipment is not in operating condition during the re-inspection, all payments by the DISTRICT to the DEPARTMENT may cease until the issue is corrected as certified by the DISTRICT, or the DISTRICT may, at its sole discretion, terminate this Contract.

Section 7.02 A. Out of Service Apparatus and Equipment – The DEPARTMENT shall notify Fire Dispatch when an apparatus or special equipment is out of service for more than twenty-four (24) hours. Fire Dispatch will then notify the Executive Director for the ESD. When the apparatus or special equipment is put back in service the DEPARTMENT will notify Fire Dispatch.

Section 7.03 Reports and Other Information –

1. The DISTRICT shall purchase one license for the current electronic Record Management System (RMS) software for each DEPARTMENT.
2. The DEPARTMENT shall maintain accurate, up to date records in RMS for personnel, apparatus, training, and incidents.
3. The DEPARTMENT shall complete a basic incident report in RMS within 3 days of the completion of each of the DEPARTMENT's emergency responses. Reports shall be a complete, thorough, accurate description of actions taken by the Department's personnel and shall include an appropriate narrative(s) section.
4. By the tenth of each month, the DEPARTMENT shall submit to TxFIRS via the RMS, the previous month's incident reports.
5. All Training activities of the DEPARTMENT must be entered into RMS by the end of the month the activity occurred.
6. The DEPARTMENT must provide the DISTRICT access to its Incident Report, personnel rosters, and Training modules for the purpose of running statistical reports, quality control checks and qualification for any incentives and/or other such functions as determined by the DISTRICT. If access by the DISTRICT is denied or the proper records are not entered on time all payments made by the DISTRICT to the DEPARTMENT shall cease until proper reports are entered, or the DISTRICT may, at its discretion, terminate the Contract under the terms of section 7.07.
7. The DEPARTMENT shall submit to the DISTRICT, upon request, the contracting cities most recently completed audit for fiscal year. The DISTRICT agrees to send an email verifying the receipt of the report.

Section 7.04 Badge Identification- Each DEPARTMENT shall insure that each of its members has a current identification card provided by the DISTRICT. Each member of the DEPARTMENT is required to have in their possession the DISTRICT identification card anytime they are performing their duties for their DEPARTMENT. The card is to be used for identification and verification of training levels for each individual. Upon request from a citizen, Incident Commander (or his/her designee), or Medical Director (or his/her designee), or DISTRICT representative, the individual shall produce the ID card for verification. Each DEPARTMENT is responsible to make arrangements with the DISTRICT to have new member's cards made, lost cards replaced, and return cards of members that are no longer with the DEPARTMENT.

Section 7.05 Term of Contract – This Contract shall be for a period of twelve (12) months commencing on the 1st day of October of 2021 and ending at 12:00 midnight on September 30, 2022. It is understood by the DEPARTMENT and DISTRICT that the DISTRICT shall prepare a new contract so that it may be signed on or before September 30, 2021.

Section 7.06 Termination of Contract by Mutual Agreement – This Contract may be terminated before the end of its term by mutual written agreement, by non-appropriation or non-payment of funds by the DISTRICT, or as otherwise allowed hereunder. If either party elects to terminate this agreement, a 30-day written notice must be submitted to the other party for the notification of the intent to terminate said agreement. A 30-day written notice of non-renewal is also required prior to September 30 of contract year. If the Contract is terminated for any reason by either party, the DEPARTMENT understands that it will no longer receive compensation for services that are no longer provided under contractual obligation.

Section 7.07 Termination of Contract for Breach – This Contract may be terminated by either party due to the other party committing a "Breach of Contract" as the same is defined in Section 1.02 herein which remains uncured for 30 days following written notice as provided herein. Termination under this section will require formal notice from the non-breaching party in the manner provided in Section 7.08 hereof. The notice shall state clearly the reason for the party claiming Breach of Contract, the ground therefore with specific reference to the section and language in the Contract allegedly breached, and the method or circumstance which will, in the reasonable opinion of the non-breaching party, (a) provide cure of the breach, or (b) show to the satisfaction of the non-breaching party that no breach has occurred.

In the event that the Party alleged to have breached the Contract fails to reasonably satisfy the non-breaching Party that no "Breach of Contract" has occurred or that a cure of such Breach of Contract has been reasonable accomplished, the Party claiming the breach shall provide to the other Party written notice of termination of the Contract in the manner provided in Section 7.08 hereof.

If the Parties shall remain in dispute as to the reasonableness of the grounds asserted as an alleged Breach of Contract or the reasonableness of the cure thereof, the issue of whether the Contract was breached may be determined by mediation, with the selection of a mediator being mutually agreed upon by the DISTRICT and the DEPARTMENT.

Section 7.08 Rights on Termination – To the extent permitted by law, upon termination of the Contract, all rights and obligations of the Parties accruing prior to the date of termination shall remain in full force and effect, including without limitation the distribution of Payments by the DISTRICT, as provided by Article V hereof, pro rata to the date of termination, subject to appropriation by the DISTRICT.

Section 7.09 Notices – All notices, certificates, or other communications hereunder shall be sufficiently given or shall be deemed given when delivered by regular mail, or sent by proven facsimile or by e-mail or in the case of notice of breach of contract, by certified mail, return receipt requested, addressed as follows:

If to the **DISTRICT**:

JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO.1
2451 Service Dr.
Cleburne, TX 76033

If to the **DEPARTMENT**:

CITY of JOSHUA FIRE DEPARTMENT
707 N MAIN
JOSHUA, TX 76058

The DISTRICT or the DEPARTMENT may by notice hereunder designate any further or different address to which subsequent notices, certificates or other communications shall be sent.

Section 7.10 Binding Effect – This Contract shall insure to the benefit of and shall be binding upon the DISTRICT and the DEPARTMENT, and their respective successors and assigns.

Section 7.11 Severability – In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, unless the provision invalidated should invalidate a material obligation of either party.

Section 7.12 Execution and Counterpart – This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one in the same instrument.

Section 7.13 Captions – The captions or heading in this Contract are for convenience only and in no way define, limit or otherwise describe the scope or intent of any provision or section of the Contract.

Section 7.14 Status of Parties Relationship – Nothing in this Contract shall be construed to make either party the partner or joint venture of or with the other party. It is further agreed that in the performance of all obligations undertaken by this Contract, the

DEPARTMENT is an independent contractor with the right to supervise, manage, control and direct the performance of Emergency Services in accordance with DISTRICT, state and federal statutes, laws, rules, policies and regulations. By entering into this Contract, the DISTRICT does not waive, nor shall it be deemed to waive any rights, defenses, or immunities it may have under any applicable federal or state statute, law, rule or regulation. Any rights that the DEPARTMENT may have under this Contract may not be assigned without the express written permission of the DISTRICT.

Section 7.15 Governing Law – The validity, interpretation of the provisions of this Contract shall be governed by the laws of the State of Texas. Pursuant to Chapter 791, Texas Government Code, and other applicable law, any funds required hereunder to be expended by either party shall be from current revenues.

Section 7.16 Enforcement – In enforcing the performance of the provisions of this Contract all parties shall have the right to the exercise of all procedures available under applicable law or equity. No waiver of any breach or default of any provision of this Contract shall be deemed a waiver of any subsequent waiver or default. This Contract is executed in Johnson County, Texas, and venue over any action relating to any provision of this Contract shall be exclusively in Johnson County, Texas. This Agreement shall be governed by the laws of the State of Texas. If the DISTRICT or DEPARTMENT is a prevailing party in any litigation or other action brought under this Contract or otherwise, the prevailing party shall be entitled to recover all costs of court and expenses, including reasonable attorney's fees, incurred therein. In addition to any remedies the DISTRICT may have at law or in equity or its right of non-appropriation, if the DEPARTMENT is in breach or violation of any provision of this Contract or any federal, state, local, or DISTRICT statute, law, rule, regulation, policy, or procedure, the DISTRICT may, without limiting its remedies, terminate this agreement, withhold funds from the DEPARTMENT, or take any other reasonable action the DISTRICT deems appropriate under the circumstances then existing.

Section 7.17 Force Majeure – To the extent that any party to this Contract shall be wholly or partially prevented from the performance within the period specified of any obligation or duty placed on such party by any reason of or through strikes, stoppage of labor, riot, flood, failure of utilities, public water supply, invasions, insurrections, the order of any court, judge, or civil authority, or of act of God, then, in such event, the time for the performance of such obligation or duty shall be suspended until such inability to perform is removed.

Section 7.18 Defined Terms – The defined terms in this Contract shall have the meanings as defined herein whether or not the term appears in all capitalized letters or in upper and lower-case letters.

Section 7.19 Communications – The main form of daily communications between the DISTRICT and the DEPARTMENT shall be via e-mail. It is the responsibility of both parties to immediately inform the other of any changes to agency contact information.

Contract Affidavit

In witness thereof, the DISTRICT and the DEPARTMENT or CITY thereof have caused this Contract to be executed in their respective names and attested by the duly authorized officers, all effective as of the date first move written.

Signed this _____ day of _____, 2021.

JOHNSON COUNTY EMERGENCY SERVICES DISTRICT #1
2451 Service Drive
Cleburne, TX 76033

By: _____
Gerald Miller, President

Sworn and subscribed to me this _____ Day of _____, 2021.

SEAL

Notary Public, State of Texas

ATTEST:

BY: _____
Wes Shipley, Secretary

Sworn and subscribed to me this _____ Day of _____, 2021.

Notary Public, State of Texas

SEAL

Contract Affidavit

In witness thereof, the DISTRICT and the DEPARTMENT or CITY thereof have caused this Contract to be executed in their respective names and attested by the duly authorized officers, all effective as of the date first move written.

Signed this _____ Day of _____, 2021

CITY OF JOSHUA FIRE DEPARTMENT
707 N MAIN
JOSHUA, TX 76058

BY: _____
Mayor or other Authorized Representative

Printed Name

Sworn and subscribed to me this _____ Day of _____, 2021.

SEAL

Notary Public, State of Texas

ATTEST:

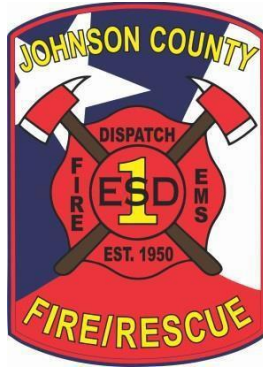
BY: _____
City Secretary

Printed Name

Sworn and subscribed to me this _____ Day of _____, 2021.

SEAL

Notary Public, State of Texas



Johnson County ESD No.1

2451 Service Drive
Cleburne, Texas 76033

APPENDIX B

FY2021-2022 Incentives Available to Service Providers that make 40 or more calls for prior contracted year.

All Incentive Programs are dependent on available funding and may be modified or discontinued by the Board at any time.

Service Incentives

Monthly Incentive Allotment to be determined with 2021-2022 Budget.

JCESD Budget request of \$250,000.00, **INCREASE OF \$70,000.00**

The Service Incentive is a mechanism to encourage and motivate a higher level of call response. As JCESD service providers, many fire departments have difficulty covering 100% of their call-load on a 24/7 consistent basis. This Incentive will provide additional funds to the contracting departments that achieve a certain percentage of their call-load. Incentive will be on a MONTHLY basis. Incentive will start over each MONTH.

Monthly Incentive Allotment to be determined with 2021-2022 Budget.

Contractual Did Not Respond (CDNR) – in accordance with JCESD – SOP 504.0 - For Incentive purposes, a monthly average response time must be LESS than Twelve (12) minutes

MONTHLY Payment – Based on contracted Fire Department’s response percentage for that month.

100% = 100%

99% = 99%

98% = 98%

97% = 97%

96% = 96%

95% = 95%

Etc.... to 80%, below 80% will result in zero incentive pay for month.

Incentive payments earned will be included with the contract payment immediately following. October 2021 payment will be from September 2021 run information.

DNR’s will follow Johnson County ESD # 1 policy 504.0 – DNR

Grant Match Consideration for EQUIPMENT and TRAINING ONLY

JCESD request \$75,000.00 reserve fund to be established

This Incentive is meant to encourage JCESD Contracted Fire departments to apply for grants to acquire equipment or training needs. The ESD will consider covering a portion of matching funds for grant, (25% not exceed \$5,000.00). **Fire Departments will only be eligible for this assistance once during a fiscal year. Reimbursement request with appropriate paperwork must be received and approved by Fire Commissioners by August 31, 2022.**

To access this incentive from the JCESD a department must:

- Successfully apply and receive the grant
- Match the department portion of the expenditure
- Receive the equipment/services
- Provide copies of the cancelled checks for the matching portion
- Provide copies of the successful grant letter
- Provide quotes/receipts for equipment/services purchased
- Make presentation of departmental request to the ESD Board at a Regular Meeting
 - presentation should include justification and benefit to the department and the ESD

ISO Testing Reimbursement

JCESD request \$45,000.00 reserve fund to be established

The ESD will reimburse Contracted Fire departments for ISO Annual testing of Pumps, Hose and Ladders a maximum of \$3,000.00 per Fire department. Within 60 days, a copy of invoice and proof of payment will be required for reimbursement from JCESD. **Reimbursement request with appropriate paperwork must be received and approved by Fire Commissioners by August 31, 2022.**

FD Emergency Repair

JCESD request \$75,000.00 reserve fund to be established

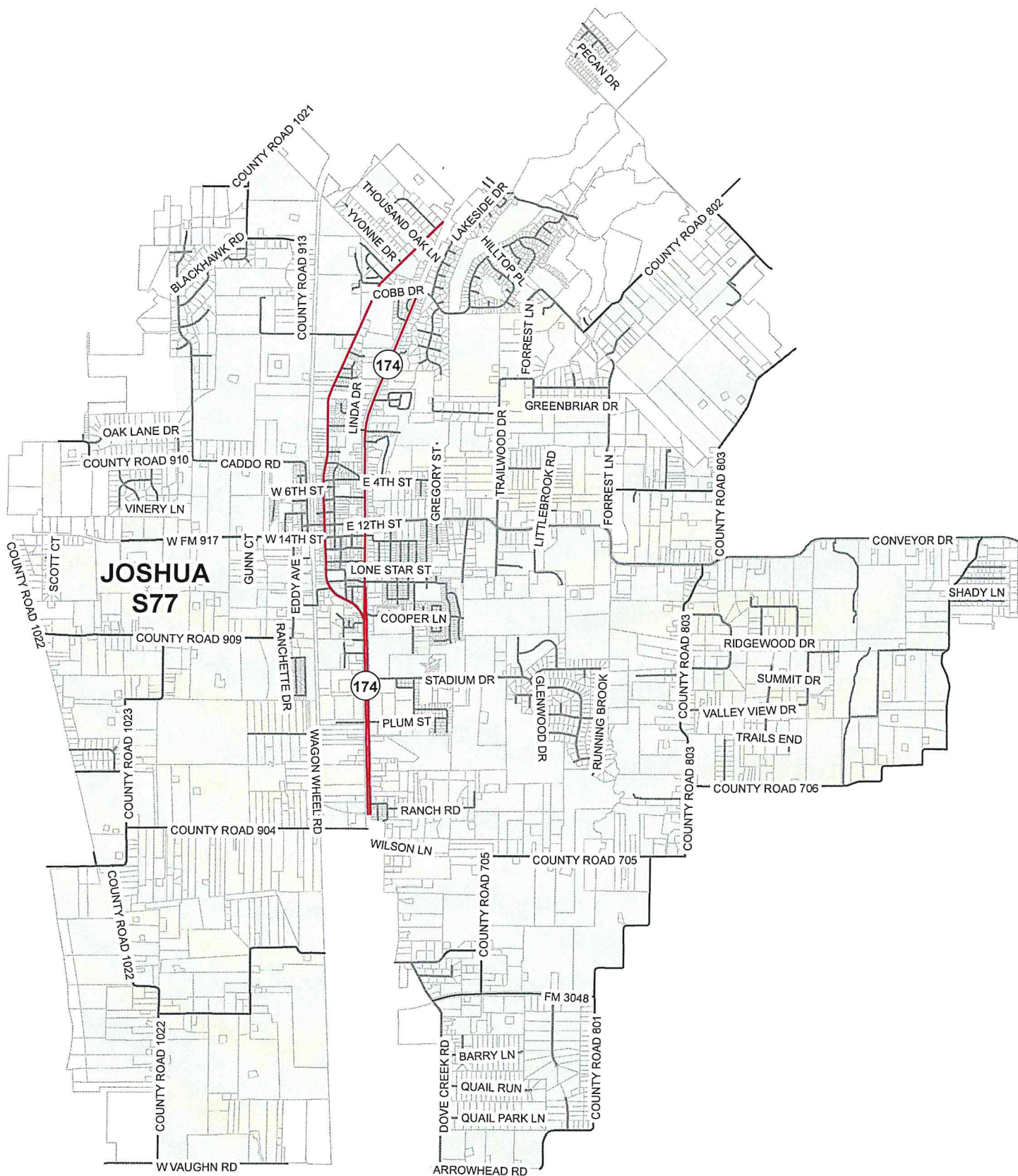
In the event of catastrophic loss or large repair bill, a JCESD Contracted Fire department may submit a request for financial assistance (up to 25%, not to exceed \$5,000.00 dollars) to prevent sustained loss of equipment. Examples to utilize this incentive include aid to a department that loses an engine, drive-train, transmission, pump, or another large-ticket repair item. **Fire Departments will only be eligible for this assistance once during a fiscal year. Reimbursement request with appropriate paperwork must be received and approved by Fire Commissioners by August 31, 2022.**

The department experiencing the loss/repair costs should submit a letter of request to the ESD Board for reimbursement and present it at a Regular Scheduled ESD Meeting. The letter should include:

1. Nature of the damage, loss or repair necessary
2. Written documentation on what caused the need for repair
3. Written documentation plan on how to prevent damage/loss in future
4. How the department will be adversely affected without the equipment
5. How the department will not be able to fulfill its contractual obligation as a service provider for the ESD without the repair/replacement
6. The approximate costs for the repair/replacement
7. Timeline and plan for verification to ESD of work performed
8. Name and Address of Department
9. Contact information for department member in charge of the project

Training Division Tuition Grant program

Tuition will be waived for members of JCESD Contracted Fire departments for approved courses per contract offered by Training Division upon approval by the Executive Director. Departments must submit a Tuition Waiver form. Upon approval ESD staff will coordinate with Training Division to enroll the approved member(s) into the course(s). This grant is on a first come first served basis until the grant funds are expended for the current year.





City Council Agenda

September 16, 2021

Agenda Item: G8 Minute Resolution (Action Item)

Agenda Description:

Discuss, consider, and possible action on Board Appointments

Background Information:

Below are a list of positions/terms that expire in October and a list of applicants that have applied to be appointed/re-appointed.

Please note that the applicants names were placed under the board of their interest to help with the appointment process. Staff makes no recommendation.

Planning & Zoning - 2 year terms

<u>Current</u>	<u>Application to be appointed/re-appointed</u>
Seat 3: Michael Frazier (recently resigned)	Jerry Moore
Seat 4: Richard Connally	Richard Connally
Seat 5: Brent Gibson	Brent Gibson
Alternate 1: Jerry Moore	Julian Torrez
Alternate 2: Julian Torrez	

Zoning Board of Adjustment- 2 year terms

<u>Current</u>	<u>Application to be appointed/re-appointed</u>
Seat 1: Scott Hendricks	Doug Taylor
Seat 3: Linda Shaw	
Seat 5: Jeremy Morris	Jeremy Morris

Type "A" EDC- 2 year terms

<u>Current</u>	<u>Application to be appointed/re-appointed</u>
Seat 1: David Morgan	David Morgan
Seat 3: Johnny Waldrip	Johnny Waldrip
Seat 5: Daron Beck	Esley Henderson
Seat 7: Aleshia Hayes	Aleshia Hayes

Type "B" EDC- 2 year terms

<u>Current</u>	<u>Application to be appointed/re-appointed</u>
Seat 1: Glen Walden	Glen Walden
Seat 3: Bill Funderburk	Bill Funderburk
Seat 5: Nicholas Larson	Nicholas Larson
Seat 7: Pamela Ingram	Courtney Hewett

Library Board-3 year terms

Current

Application to be appointed/re-appointed

Seat 3: Palmer Byerley

Palmer Byerley

Animal Control Advisory-2 year terms

Current

Application to be appointed/re-appointed

Seat 4: Kit Hall

Kit Hall

Financial Information:

There is no anticipated financial impact.

City Contact and Recommendations:

Alice Holloway, City Secretary

Attachments:

Board Applications (redacted info)



ROSTER OF CITY OF JOSHUA
BOARDS, COMMISSIONS AND CORPORATIONS

Updated August 2021

PLANNING & ZONING COMMISSION

New Zoning Ordinance-2 year terms (4 terms or 8 years)

Seat	Name	Term Expires	Appointment	Years of Service
1	John Mauldin	10/2022	2019	2
2	Brandon Gage	10/2022	2019	2
3	Vacant	10/2022		
4	Richard Connally	10/2021	2014	7
5	Brent Gibson	10/2021	2018	3
6	Bryan Sears	10/2022	2020	1
7	Billy Jenkins	10/2022	2018	3
Alternate	Jerry Moore	10/2022	2020	1
Alternate	Julian Torrez	10/2021	2021	1<

ZONING BOARD OF ADJUSTMENT

New Zoning Ordinance-2 year terms (4 terms or 8 years)

1	Scott Hendricks	10/2021	2006	15
2	Jennifer Hancock	10/2022	2019	2
3	Linda Shaw	10/2021	2018	3
4	Ashton Nicks	10/2022	2020	1
5	Jeremy Morris	10/2021	2016	5
Alternate		10/2022	2017	4
Alternate		10/2021	2019	2

TYPE "A" EDC

2 year terms (bylaws) - (no term limits listed) - Each member shall serve until a successor is appointed.

Seat	Name	Term Expires	Appointment	Years of Service
1	David Morgan	10/2021	2017	4
2	Shelly Anderson	10/2022	2020	1
3	Johnny Waldrip	10/2021	2021	<1
4	Linda Childers	10/2022	2012	9
5	Daron Beck	10/2021	2011	10
6	Angela Nichols	10/2022	2020	1
7	Aleshia Hayes	10/2021	2021	<1

TYPE "B" EDC

2 year terms (bylaws) - (no term limits listed) - Each member shall serve until a successor is appointed.

1	Glen Walden	10/2021	2014	7
2	Merle Breitenstein	10/2022	2010	11
3	Bill Funderburk	10/2021	2017	4
4	Dustin Dees	10/2022	2014	7
5	Nicholas Larson	10/2021	2021	<1
6	Kim Kimble	10/2022	2016	5
7	Pamela Ingram	10/2021	2005	16

HERITAGE PRESERVATION COMMITTEE

3 year terms – No term limits (Ordinance)

3 members who own property or business located with the Heritage Preservation Overlay District.

1 member shall be a City Council Member

1 member shall be a Planning & Zoning Commissioner

Seat	Name	Term Expires	Appointment	Years of Service
1	Rick DePriest	10/2022	2018	3
2	Robbie Rumfield	10/2022	2014	7
3	Kristoffer Maddox	10/2023	2021	1<
4		10/2022		
5	John Mauldin (PZ)	10/2023	2020	1

ANIMAL CONTROL ADVISORY

2 year terms – No term limits (Ordinance)

1 licensed veterinarian

1 animal welfare organization representative

1 city official

1 city animal shelter employee

1 at large

1	Dr. Suzy Stewart	2022	2014	7
2	Mike Kidd	2022	2017	4
3	Sandra Runnels	2022	2019	2
4		2022		
5	Staff-Carla Hall	2022	2020	

TAX INCREMENT FINANCE (TIF)

2 year term (Ordinance) No term limits

3 members are appointed by City Council and 2 members by Commissioners Court

City Council shall designate a member of the board to serve as chairman and the board elects a vice chairman and other officers as they see fit.

Seat	Name	Term Expires	Appointment	Years of Service
1	Joe Hollarn	10/2022	2012	9
2	Jerry Moore	10/2022	2014	7
3	Sharlotta Connally	10/2022	2016	5
4	Commissioner Howell	10/2022	2016	5
5	Commissioner Woolley	10/2022	2018	3

LIBRARY BOARD

3 year terms

1	Palmer Byerley	10/2021	2018	3
2	Christy Jones	10/2022	2018	3
3	Melissa Frazier	10/2022	2020	1
4	Brenda Tanner	2021	Appointed by JISD	
5	Merle Breitenstein	2022	Appointed by JISD	
6	Rebecca Metzger	2020	Appointed by JISD	
7	Myrna Mason	2021	Appointed by JISD	

City Representative – Mayor (or designee) serves on the Library Board

School Representative – School Superintendent (or designee) serves on the board



City of Joshua
101 S. Main Street, Joshua, TX 76058

City Secretary's Office
(817) 558-7447 / Fax (817) 641-7526

BOARD / COMMISSION APPLICATION FORM

Full Name: JERRY R MOORE

Address: 616 Alexandria Ln

Phone No.: [REDACTED]

Email: [REDACTED]

Resident of the City, if yes, how many years? 20

Occupation: Exec Manager

Place of Employment: Autonation

Employment Address: 5000 Bryant Irvin Road

Voter Registration No.: **Date of Birth:** [REDACTED]

Boards/Commission Chosen:

Planning & Zoning Commission

If you are interested in more than one board, What board is your preference:

P&Z

Name: Jerry Moore

Date: 2021-09-03

Board / Commission Application Form

Email *

[REDACTED]

What is your full name? *

Richard Connally

What is your physical address? *

3012 Running Brook Dr

What is your home/work/cell number(s)? *

[REDACTED]

What is your email address? *

[REDACTED] [REDACTED]

Are you a resident of the City, if yes, how many years have you lived in Joshua City Limits? *

Joshua 25 yrs.

What is your Occupation? *

Power Plant Mechanic

What is your Place of Employment? *

NAES Corp.- Brazos Electric

What is your Employment Address? *

831 Sparks Dr Cleburne, TX 76033

What is your Voter Registration Number? *

1034879071

What is your Date of Birth (to verify voter registration)? *

MM DD YYYY

■ ■ ■

What board(s) / commission(s) are you interested in serving on? Please check all that applies. *

- ☒ Planning & Zoning Commission
- ☐ Zoning Board of Adjustment
- ☐ Type "A" Economic Development Corporation Board
- ☐ Type "B" Economic Development Corporation Board
- ☐ Heritage Preservation Committee
- ☐ Library Board
- ☐ Animal Control Advisory Board
- ☐ Tax Increment Finance (TIF)

If you are interested in more than one board, what board is your preference? *

Planning & Zoning Commission

By Typing my name below, I am electronically signing the form. *

Richard Connally

Today's Date *

MM DD YYYY

09 / 09 / 2021

This form was created inside of City of Joshua.

Google Forms



City of Joshua
101 S. Main Street, Joshua, TX 76058

City Secretary's Office
(817) 558-7447 / Fax (817) 641-7526

BOARD / COMMISSION APPLICATION FORM

Full Name: Brent Gibson

Address: 4044 Running Brook Drive, Joshua, TX 76058

Phone No.: [REDACTED]

Email: [REDACTED]

Resident of the City, if yes, how many years? 9 years

Occupation: Self Employed

Place of Employment: G&G Investment Properties, Inc

Employment Address: P.O Box 1835 Joshua TX 76058

Voter Registration No.:

Date of Birth: [REDACTED]

Boards/Commission Chosen:

Planning & Zoning Commission

If you are interested in more than one board, What board is your preference:

Planning and Zoning

Name: Brent Gibson

Date: 2021-08-17



City of Joshua
101 S. Main Street, Joshua, TX 76058

City Secretary's Office
(817) 558-7447 / Fax (817) 641-7526

BOARD / COMMISSION APPLICATION FORM

Full Name: Julian Patrick Torrez

Address: 951 YVONNE DR

Phone No. 2 [REDACTED]

Email: [REDACTED]

Resident of the City, if yes, how many years? 4

Occupation: Title Officer

Place of Employment: Fair Texas Title

Employment Address: 951 YVONNE DR

Voter Registration No.:

Date of Birth: [REDACTED]

Boards/Commission Chosen:

Planning & Zoning Commission

If you are interested in more than one board, What board is your preference:

Planning and Zoning

Name: Julian Torrez

Date: 2021-09-06

Board / Commission Application Form

Email *

[REDACTED]t

What is your full name? *

Doug Taylor

What is your physical address? *

5704 CR 1023, Joshua TX

What is your home/work/cell number(s)? *

[REDACTED]

What is your email address? *

[REDACTED]t

Are you a resident of the City, if yes, how many years have you lived in Joshua City Limits? *

Yes, 15 years

Retired

Retired

Retired

MM DD YYYY

What board(s) / commission(s) are you interested in serving on? Please check all that applies. *

- ☐ Planning & Zoning Commission
- ☒ Zoning Board of Adjustment
- ☐ Type "A" Economic Development Corporation Board
- ☐ Type "B" Economic Development Corporation Board
- ☐ Heritage Preservation Committee
- ☐ Library Board
- ☐ Animal Control Advisory Board
- ☐ Tax Increment Finance (TIF)

If you are interested in more than one board, what board is your preference? *

Zoning Board of Adjustment

By Typing my name below, I am electronically signing the form. *

Doug Taylor

Today's Date *

MM DD YYYY

09 / 10 / 2021

This form was created inside of City of Joshua.

Google Forms



City of Joshua
101 S. Main Street, Joshua, TX 76058

City Secretary's Office
(817) 558-7447 / Fax (817) 641-7526

BOARD / COMMISSION APPLICATION FORM

Full Name: Jeremy D Morris

Address: 105 E 10th Street, Joshua TX 76058

Phone No.: [REDACTED]

Email: [REDACTED]

Resident of the City, if yes, how many years? 6

Occupation: Fire Fighter / Paramedic

Place of Employment: Travis County ESD 1

Employment Address: 20624 FM1431, Suite 5, Lago Vista TX 7845

Voter Registration No.:

Date of Birth: [REDACTED]

Boards/Commission Chosen:

Zoning Board of Adjustment

If you are interested in more than one board, What board is your preference:

ZBA

Name: Jeremy D Morris

Date: 2021-09-03



City of Joshua
101 S. Main Street, Joshua, TX 76058

City Secretary's Office
(817) 558-7447 / Fax (817) 641-7526

BOARD / COMMISSION APPLICATION FORM

Full Name: David C Morgan

Address: 102 Brienne St.

Phone No. [REDACTED]

Email: [REDACTED]

Resident of the City, if yes, how many years? 19 years

Occupation: Retired School Teacher

Place of Employment: Fort Worth Volleyball Official

Employment Address: N/A

Voter Registration No.: 1035018929

Date of Birth: [REDACTED]

Boards/Commission Chosen:

Type "A" Economic Development Corporation Board

If you are interested in more than one board, What board is your preference:

Library Board

Name: David C Morgan

Date: 2021-08-10



City of Joshua
101 S. Main Street, Joshua, TX 76058

City Secretary's Office
(817) 558-7447 / Fax (817) 641-7526

BOARD / COMMISSION APPLICATION FORM

Full Name: JOHNNY WALDRIP

Address: 1029 WHITETAIL CT

Phone No.: [REDACTED]

Email: [REDACTED]

Resident of the City, if yes, how many years? Joshua 1 year

Occupation: Retired

Place of Employment: Retired

Employment Address: 1029 WHITETAIL CT

Voter Registration No.: 1025093272

Date of Birth: [REDACTED]

Boards/Commission Chosen:

Planning & Zoning Commission, Type "A" Economic Development Corporation Board

If you are interested in more than one board, What board is your preference:

Type A Economic Development Corporation Board

Name: Johnny Waldrup

Date: 2021-08-10



City of Joshua
101 S. Main Street, Joshua, TX 76058

City Secretary's Office
(817) 558-7447 / Fax (817) 641-7526

BOARD / COMMISSION APPLICATION FORM

Full Name: Esley Henderson

Address: 1700 CR 706, Joshua, TX, 76058

Phone No. [REDACTED]

Email: [REDACTED]

Resident of the City, if yes, how many years? No. I am just outside city limits.

Occupation: Self employed, real estate.

Place of Employment: Self employed.

Employment Address: 1612 CR 706, Joshua, TX, 76058

Voter Registration No.: 212647358

Date of Birth: [REDACTED]

Boards/Commission Chosen:

Planning & Zoning Commission, Zoning Board of Adjustment, Type "A" Economic Development Corporation Board, Type "B" Economic Development Corporation Board, Tax Increment Finance (TIF)

If you are interested in more than one board, What board is your preference:

Type "B" economic development corporation board

Name: Esley Henderson

Date: 2021-08-23



City of Joshua
101 S. Main Street, Joshua, TX 76058

City Secretary's Office
(817) 558-7447 / Fax (817) 641-7526

BOARD / COMMISSION APPLICATION FORM

Full Name: Aleshia Hayes

Address: 608 West Sheila Circle

Phone No. [REDACTED]

Email: [REDACTED]

Resident of the City, if yes, how many years? ~~Denton~~

Occupation: Professor

Place of Employment: University of North Texas

Employment Address: Discovery Park, Denton

Voter Registration No.:

Date of Birth: [REDACTED]

Boards/Commission Chosen:

Type "A" Economic Development Corporation Board

If you are interested in more than one board, What board is your preference:

EDC-A

Name: Aleshia Hayes

Date: 2021-08-11



City of Joshua
101 S. Main Street, Joshua, TX 76058

City Secretary's Office
(817) 558-7447 / Fax (817) 641-7526

BOARD / COMMISSION APPLICATION FORM

Full Name: glen walden

Address: 201 Trailwood Dr

Phone No.: [REDACTED]

Email: [REDACTED]

Resident of the City, if yes, how many years? Since 19720

Occupation: Retired

Place of Employment: Retired

Employment Address: 201 Trailwood Dr

Voter Registration No.: 1034422353

Date of Birth: [REDACTED]

Boards/Commission Chosen:

Type "B" Economic Development Corporation Board

If you are interested in more than one board, What board is your preference:

Type B

Name: Glen D. Walden

Date: 2021-09-03



City of Joshua
101 S. Main Street, Joshua, TX 76058

City Secretary's Office
(817) 558-7447 / Fax (817) 641-7526

BOARD / COMMISSION APPLICATION FORM

Full Name: Bill Funderburk

Address: 1001 Blue Bird Ct

Phone No.: [REDACTED]

Email: [REDACTED]

Resident of the City, if yes, how many years? Joshua 5 years

Occupation: Municipal government

Place of Employment: City of Willow Park

Employment Address: 516 Ranch House Rd. Willow Park

Voter Registration No.: [REDACTED] **Date of Birth:** [REDACTED]

Boards/Commission Chosen:

Type "B" Economic Development Corporation Board

If you are interested in more than one board, What board is your preference:

Type B

Name: Bill Funderburk

Date: 2021-08-16



City of Joshua
101 S. Main Street, Joshua, TX 76058

City Secretary's Office
(817) 558-7447 / Fax (817) 641-7526

BOARD / COMMISSION APPLICATION FORM

Full Name: Nicholas Mark Larson

Address: 1061 Wildwood Drive, Joshua, TX 76058

Phone No.: [REDACTED]

Email: [REDACTED]

Resident of the City, if yes, how many years? 0

Occupation: Accountant

Place of Employment: Internal Revenue Service

Employment Address: 5450 Stratum Dr STE 150, Fort Worth, TX 76137

Voter Registration No.:

Date of Birth: [REDACTED]

Boards/Commission Chosen:

Type "A" Economic Development Corporation Board, Type "B" Economic Development Corporation Board, Tax Increment Finance (TIF)

If you are interested in more than one board, What board is your preference:

Type B EDC Board

Name: Nicholas Mark Larson

Date: 2021-09-06



City of Joshua
101 S. Main Street, Joshua, TX 76058

City Secretary's Office
(817) 558-7447 / Fax (817) 641-7526

BOARD / COMMISSION APPLICATION FORM

Full Name: Courtney Hewett

Address: 529 Lone Star St Joshua Tx 76058

Phone No. [REDACTED]

Email: [REDACTED]

Resident of the City, if yes, how many years? 4 years

Occupation: Reading Specialist Teacher

Place of Employment: Joshua ISD

Employment Address: 100 Ranchway Dr Burleson Tx 76028

Voter Registration No.: 00723589

Date of Birth: [REDACTED]

Boards/Commission Chosen:

Type "B" Economic Development Corporation Board

If you are interested in more than one board, What board is your preference:

Type B

Name: Courtney Hewett

Date: 2021-07-16



City of Joshua
101 S. Main Street, Joshua, TX 76058

City Secretary's Office
(817) 558-7447 / Fax (817) 641-7526

BOARD / COMMISSION APPLICATION FORM

Full Name: Kit Hall

Address: 6608 HATCHER ROAD

Phone No.: [REDACTED]

Email: [REDACTED]

Resident of the City, if yes, how many years? no

Occupation: retired college professor

Place of Employment: retired

Employment Address: retired

Voter Registration No.: 1057210346

Date of Birth: [REDACTED]

Boards/Commission Chosen:

Animal Control Advisory Board

If you are interested in more than one board, What board is your preference:

no

Name: Kit Hall

Date: 2021-08-20



City of Joshua
101 S. Main Street, Joshua, TX 76058

City Secretary's Office
(817) 558-7447 / Fax (817) 641-7526

BOARD / COMMISSION APPLICATION FORM

Full Name: Palmer Coats Byerley

Address: [REDACTED]

Phone No. [REDACTED]

Email: pbyerley@msn.com

Resident of the City, if yes, how many years? Joshua. 25 years

Occupation: Retired teacher

Place of Employment: Retired

Employment Address: NA

Voter Registration No.:

Date of Birth [REDACTED]

Boards/Commission Chosen:

Library Board

If you are interested in more than one board, What board is your preference:

Library Board

Name: Palmer Byerley

Date: 2021-08-11

August 2021

August saw a continuation in active traffic enforcement by members of the police department. August saw an increase in traffic collisions with only one at an intersection with a permissive turn arrow (flashing yellow turn arrow). The remaining crashes occurred on FM 917 and SH 174. Those crashes occurred as a result of speed on wet roadways and driver inattention. There has been an increase in overall traffic with the return of students and staff to JISD.

Officer Resendez and Officer Clark successfully completed field training and were assigned to their respective patrol shifts. Officer Cox continues to progress through field training and is expected to successfully complete field training in September.

Scott Peters accepted an offer for the position of Police Captain. The previous Lieutenant position was reclassified back to a Captain to coincide with a restructuring of the police department. Captain Peters has extensive experience as an administrator with municipal, county and school district police departments. Captain Peters is also a seasoned investigator and brings a wealth of knowledge to the criminal investigation division.

The repairs to the fencing around the employee parking lot were completed. The parking lot will be paved with asphalt in the near future.

Officer Barger was released back to full duty, while Officer Belmares remained on modified duty, assisting with criminal investigations and administrative duties. Officer Belmares has also been coordinating our upcoming National Night Out program, which will be on October 5th at the YMCA.

Officer Belmares completed a 40-hour Hostage Negotiation training provided by the FBI field office in Dallas.

Patrol

Category	August 2021	August 2020	2021 year to date
Dispatched Calls	196	269	1,981
Arrests	12	10	54
Crash Reports	6	6	61
Traffic Stops	714	287	2,542
Citations	584	144	1,929
Outside LE Agency Assist	13	18	81
Reports	53	63	438



Investigations

Category	August 2021	August 2020	2021 year to date
Crimes Against Persons	1	7	41
Property Crime (Thefts, Damage)	13	9	108
Other (Drug or Alch/Missing/Deceased)	39	5	86
Total	53	21	235

Crime by Offense Type

Category	August 2021	August 2020	2021 year to date
Murder/Non-Negligent Homicide	0	0	1
Manslaughter by Negligence	0	0	0
Rape	0	0	3
Robbery	0	0	0
Assault	1	7	30
Burglary (bldg. and vehicle)	2	2	21
Larceny (theft, fraud)	7	5	63
Total	10	14	118

Training

Category	August 2021	August 2020	2021 Year to Date
Computer Based	2 hours	17 hours	155 hours
Classroom	40 hours	70 hours	219 hours
Total	42 hours	87 hours	374 hours

Community Outreach

Category	Date
Crime Stoppers	08/10/2021
Johnson County First Responder Meeting	08/10/2021
School Safety Committee Meeting	08/12/2021



Staffing

Category	Commissioned	Non-Commissioned
Positions	12.5	2.5
Vacancies	0	0

Promotions and Hiring

Scott Peters accepted the Police Captain position with the department.

Complaints and Commendations

Category	August 2021	August 2020	2021 Year to date
Commendations	1	4	6

Police Fleet

Unit#-YR	Year/Make	Mileage	Service
81-07	2007/Chevy	133,845	Admin/Investigations
82-21	2021/Ford	6,873	Patrol
83-21	2021/Ford	7,340	Patrol
84-16	2016/Ford	74,194	Administration
85-17	2017/Ford	83,772	Patrol
86-19	2019/Ford	59,996	Patrol
87-20	2020/Chevy	22,337	Patrol
88-20	2020/Chevy	20,391	Patrol



Joshua Fire Department Monthly Activity Report

August 2021

EMERGENCY RESPONSE

JOSHUA FIRE DEPARTMENT				
EMERGENCY INCIDENT STATISTICS				
MONTH:	August			
CITY INCIDENTS		PREVIOUS MONTH	CURRENT MONTH	YTD
STRUCTURE FIRES		0	0	1
GRASS FIRES		0	0	0
VEHICLE FIRES		0	0	1
EMS		58	60	275
MVA		4	11	44
TOTAL INCIDENTS		62	71	321
COUNTY INCIDENTS				
STRUCTURE FIRES		0	0	1
GRASS FIRES		1	1	4
VEHICLE FIRES		4	0	5
EMS		23	20	102
MVA		4	1	11
TOTAL INCIDENTS		32	22	123
MUTUAL/AUTO AID				
M/A GIVEN		5	12	41
M/A RECEIVED		5	3	27
A/A RECEIVED		6	5	28
STAFFING LEVELS (STRUCTURE FIRE ONLY)				
ADEQUATE		0	4	10
INADEQUATE		1	2	5
MISSED INCIDENTS		0		0
RESPONSE TIMES				
JOSHUA		5:58	6:01	
COUNTY		8:52	9:20	

CODE COMPLIANCE

Code Compliance Case Information for August 2021			
Violations	Jul	Aug	Totals
HIGH GRASS AND WEEDS	23	3	26
Sign Violations	1	0	1
Junk and Debris (Nuisance)	8	8	16
Swimming Pool Barrier	1	0	1
Junk/Inoperable Motor Vehicle	6	0	6
Solid Waste (out of cycle)	2	0	2
Substandard Structure	1	0	1
Garage Sale	0	2	2
Abandoned and Junked Vehicles	0	1	1
Totals	42	14	56
Cases Closed	2 - Garage Sale Cases		
	3 - Junk and Debris Cases		

TRAINING

DATE	TOPIC	HOURS	ATTENDANCE
08/04	Water Supplies classroom	3	11
08/11	Water Supplies Hydrant Hands-on	3	7
08/18	EMS CE Risk MGMT Refusals/Abandonment	3	6
08/18	SCBA Entrapenator	1.5	6
08/19	The Art of Reading Smoke Parker County ESD 1	8	3
08/20	EMS CE Risk MGMT Refusals/Abandonment	3	2
08/25	EMS CE Risk MGMT Refusals/Abandonment	3	8

EMERGENCY MANAGEMENT

Staff is continuing working with the North Central Texas Council of Governments on the development of the County Hazardous Mitigation Action Plan (HAZMAP).

City of Joshua
Municipal Court Council Report
From 8/1/2021 to 8/31/2021

9/1/2021 8:17 AM

Violations by Type

Traffic	Penal	City Ordinance	Parking	Other	Total
570	0	7	0	4	581

Financial

State Fees	Court Costs	Fines	Tech Fund	Building Security	Total
\$34,195.71	\$10,752.78	\$21,603.60	\$1,423.22	\$1,731.19	\$69,706.50

Warrants

Issued	Served	Closed	Total
0	0	11	11

FTAs/VPTAs

FTAs	VPTAs	Total
0	0	0

Dispositions

Paid	Non-Cash Credit	Dismissed	Driver Safety	Deferred	Total
154	0	70	38	28	290

Trials & Hearings

Jury	Bench	Appeal	Total
0	0	0	0

Omni/Scofflaw/Collection

Omni	Scofflaw	Collections	Total
0	0	0	0

City of Joshua
Parks & Recreation
Status Report
For the month of August 2021

Grounds Maintenance	City Park	Baseball Complex	City Facilities	Entry Way Signs
Mowing	75	24	65	
Weed Eating, Edging, Blowing	20	10	30	
Hedge & Tree Trimming	3			
Flower Beds/Landscaping				
Fertilizing/Over Seeding				
Irrigation				
Trash Removal	60	14	10	

Field Maintenance	Field One	Field Two	Field Three
Mowing	25	20	21
Weed Eating	4	4	3
Infield Edging	8	8	8
Striping			
Infield Draging			
Infield Repair			
Fertilizing/Over Seeding			
Infield Watering			
Trash Removal	3	3	6

Building Maintenance	City Park	Baseball Complex	City Facilities
Custodail Duties	50		
General Repairs	30		
Toddler Playground	9		
Equipment Maintenance	16		
Special Events			
Remodeling			10

City of Joshua
Parks & Recreation
Status Report
For the month of August 2021

Activity	Total Hours
Mowing	164
Weed Eating, Edging, Blowing	60
Hedge & Tree Trimming	3
Flower Beds/Landscaping	
Fertilizing/Over Seeding	
Irrigation	
Trash Removal	84
Field Mowing	66
Field Weed Eating	11
Infield Edging	24
Striping	
Infield Draging	
Infield Repair	
Fertilizing/Over Seeding	
Infield Watering	
Trash Removal	12
Custodail Duties	50
General Repairs	30
Toddler Playground	9
Equipment Maintenance	16
Special Events	
Remodeling	10
Total Man Hours	539

Public Works Monthly Team Status Report

For The Month Of August 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

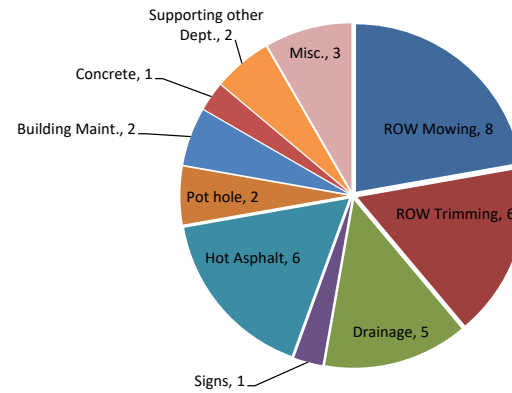
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City of Joshua
Public Works Monthly Activity Report
For the Month of August 2021

	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							1	1					1			8
ROW Trimming									1									2	1	1			1									6	
Drainage		1	1	1		1							1																			5	
Signs																1																1	
Hot Asphalt										1	2													2							1		6
Pot hole																1										1						2	
Building Maint.																2																2	
Concrete					1																											1	
Emergency Services																																0	
Crack Seal																																0	
Safety Meeting																																0	
Supporting other Dept.		1	1																													2	
Vehicle+Equipment Maint.																																0	
Misc.					1	1			1																							3	

Chart reflects one per daily occurrence

ROW Mowing	8
ROW Trimming	6
Drainage	5
Signs	1
Hot Asphalt	6
Pot hole	2
Building Maint.	2
Concrete	1
Emergency Services	0
Crack Seal	0
Safety Meeting/Classes	0
Supporting other Dept.	2
Vehicle+Equipment Maint.	0
Misc.	3



Building Inspection Report

August 2021

August	2021	2020	YTD 2021	YTD 2020
Building	94	39	525	290
Electrical	68	22	376	200
Plumbing	44	21	310	175
Mechanical	29	13	153	75
Re-Inspections	13	16	56	95
Certificate of Occupancy	3	1	12	11
Certificate of Occupancy Re-Inspection	0	0	0	0
Total # of Inspections	251	112	1432	846
Plan Review	14	12	159	89

Building Permit Report

August 2021

August	2021	2020	YTD 2021	YTD 2020
Building	14	22	288	194
Electrical	7	15	139	87
Plumbing	8	11	131	116
Mechanical	8	7	102	51
Permanent Sign	1	0	11	9
Temporary Sign	0	4	13	13
Certificate of Occupancy	6	1	12	13
Swimming Pool	4	1	21	8
Sprinkler System	3	7	86	30
Solicitor	0	0	0	0
Contractor Registration	15	19	141	108
MHP Registration	0	0	3	0
Total # of Permits	66	87	947	629

New Businesses Report August 2021

New Businesses (Certificate of Occupancy Issued)	Address
Wandering Gypsy Boutique	300 N Broadway, # B
The Distressed Rose	300 N Broadway, # C
The Champagne Tulip	300 N Broadway, # A
Starbucks	1036 S Broadway St, Suite #200
Future New Businesses (Applied for Certificate of Occupancy not completed)	Address
United Electric Cooperative Services	449 S Broadway
Bharwani Brothers, Inc (Exxon)	601 S Broadway
Los Galindo's Mexican Food	520 N Broadway, Ste D
New CO Issued for existing Business (New Owner, New Location, Name change,etc)	Address

9/3/2021 10:13:28 AM

UTILITY BILLING

Council Report

8/1/2021 - 8/31/2021

Billing Period

Utility Bills Disbursed	Count	Amount
Backdated Move In Date	22	\$374.64
Final Bill	8	\$17.26
First Bill	24	\$349.13
Active	1857	\$33,128.88
Total	1911	\$33,869.91

Payments Received	Count	Amount
Check	791	\$17,043.79
CreditCard	595	\$21,050.07
AchDraft	70	\$1,548.94
Cash	33	\$1,447.52
Other	6	\$124.88
MoneyOrder	2	\$42.84
Total	1497	\$41,258.04

Service Orders Completed	Count
Total	0

Service Categories	Count	Amount
Garbage/Recycling	3820	\$28,516.25
General	3820	\$2,847.79
Total	0	\$31,364.04

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

Total Penalized



City Secretary's Office

Monthly Report

August 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 August 2021 and was processed immediately after the meeting:

- Ordinance amending the swimming pool setback requirements
- Accepted submission of the 2021 no-new-revenue tax rate of \$0.711493 per \$100 taxable value and the voter-approval tax rate of \$0.717950 per \$100 taxable value
- Resolution proposing the adoption of a proposed total Ad Valorem Tax Rate for Fiscal Year 2021 of \$0.711493
- Resolution amending the personnel policy
- Service agreement with Phoenix Technology Consulting for Technology Services
- Approved an expenditure in the amount up to \$18,500 for surveying and engineering cost regarding drainage improvements

Meeting Minutes prepared and approved:

- City Council – July 15, 2021
- Type A EDC – July 12, 2021
- Type B EDC – July 12, 2021
- Planning & Zoning – July 06, 2021
- Animal Control – August 05, 2021

City Secretary attended the following meetings:

- August 05, 2021 – Animal Control Meeting
- August 9, 2021 – Planning & Zoning Meeting
- August 09, 2021 – Type A EDC Meeting
- August 09, 2021 – Type B EDC Meeting
- August 12, 2021 – North Texas Municipal Clerk Association Meeting
- August 19, 2021 – City Council Meeting (attended by zoom)
- August 30, 2021 – Animal Control Meeting

Social Media

Total New Post on Facebook - 24

Total Post Reached- 25,700

Total Post Engagement- 10,800

Total New Page Followers- 103

Census Monthly Reporting

Report of Building Permits for new residential structures – Three (3) Single Family Houses with a total valuation of \$1,321,949

Public Information Request

Processed twenty-nine (29) Public Information Request and completed all within the 10 days or less requirement. In addition, one (1) letter was sent to the Texas Attorney General's Office asking for determination.

Request Date	Requestor	Documents	Date Released	AG Letter	Cost / Electronic	Notes
8/1/2021	Larry Clendennen	CO Report	8/6/2021	N		Sent link to website with info
8/2/2021	Smart Procure	Purchase Order Report	8/2/2021	N	E	
8/4/2021	Corey Hartley	Police Reports	8/9/2021	N	E	
8/5/2021	David Caldwell	Utility Report	8/6/2021	N	\$ -	No documents
8/6/2021	Sammy Rangwala	Code Enforcement Report	8/10/2021	N	E	
8/6/2021	Sammy Rangwala	Garage Sale Permit Report	8/6/2021	N		Sent link to website with info
8/6/2021	Sammy Rangwala	Utility Report	8/6/2021	N	\$ -	No documents
8/9/2021	Askia Bell	Code Enforcement Report	8/10/2021	N	E	
8/9/2021	Connie Daniels	Police Reports		Y		Attorney General Letter Sent
8/10/2021	ACH Protective Services	Police Reports	8/10/2021	N		No documents
8/10/2021	Angie Trifovesti	Permit Report	8/10/2021	N		Sent clarification letter
8/11/2021	Jason Ross	Utility Report	8/11/2021	N	\$ -	No documents
8/11/2021	Jason Ross	Code Enforcement Report	8/11/2021	N	\$ -	No documents
8/9/2021	Ella Welch	Personnal File	8/9/2021	N	\$ -	No documents available that were requested
8/9/2021	Tx. Dept. of Family Protective	Police Reports	8/9/2021	N	\$ -	
8/9/2021	LexisNexis	Accident Report	8/9/2021	N	\$ -	No documents
8/9/2021	LexisNexis	Accident Report	8/9/2021	N	\$ -	No documents
8/9/2021	LexisNexis	Accident Report	8/9/2021	N		No documents
8/11/2021	Written Deposition Service	Subpoena for Fire Documents	8/11/2021	N	\$ 1.00	
8/13/2021	Cindy Deanda	Police Reports	8/16/2021	N		Sent clarification letter
8/17/2021	The Bassett Law Firm	Police Reports	8/31/2021	N		No documents
8/18/2021	Harry Clark	Code Enforcement Report	8/18/2021	N	E	
8/18/2021	LexisNexis	Accident Report	8/19/2021	N		No documents
8/18/2021	Lisa Thompson	Police Reports	8/30/2021	N	\$ 0.90	
8/24/2021	Carol Cheek	Police Reports	9/1/2021	N	\$ 0.50	
8/24/2021	Progressive Insurance	Police Reports	8/30/2021	N		No documents
8/30/2021	Assurance America	Accident Reports	8/30/2021	N		No documents
8/31/2021	LexisNexis	Accident Reports	8/31/2021	N		No documents
8/31/2021	LexisNexis	Accident Reports	8/31/2021	N		No 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. City Secretary is currently reviewing, scanning, and creating a filing system for all documents related to deeds, right-of-ways, leases, etc. owned by the City.

UPDATE: the City Secretary and the Parks Department is creating a secure Records Detention Room in the parks department building to house all archived records. All files will be relocated in September/October.

Code of Ordinance

The Code of Ordinance Vault is updated, and Supplement No. 16 has been uploaded to the website. The update is completed quarterly.

City Secretary's Budget

The administration is reviewing the possibilities of separating the City Secretary Budget from the Administration Budget. In the proposed budget, the following items have been requested:

- Training/Dues \$1,900 (no change from 2020)
- Board/Elected Official Training Day \$1,200.00
- Office Equipment (Thermal binding Machine) \$1,000
- Office Equipment (Commercial Shredder) for the use of all city hall \$1,300
- TrackBack Hosting (allow citizens to view complete ordinances online) one-time fee of \$4,250.
- Elections for 2022 \$6,000
- Agenda Software Program / Board Management \$6000 (new)

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

The next seminar (budgeted item) will be October 27th-October 29th. This seminar is required for recertification.

The City Secretary is a member of the North Texas Municipal Clerks Association. This is the largest chapter in the state. On September 8, 2021, City Secretary Alice

Holloway was administered the Oath of Office and appointed as Treasurer on the board for the organization.

Election

Johnson County- Uniform Election Day – November 2, 2021

Johnson County- Primary Election – March 1, 2022

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

- Mayor
- Place 1
- Place 3

Special Projects

Council Chambers Audio/Video – The previous IT Company was installing a new audio/video system as requested. Due to several issues, they were asked to remove and return the items. City Secretary's Office is working with Dallas Sound & Lighting to install new equipment. The City Council mics and wireless mic for the podium have been installed. Staff station mics will be installed soon. In addition, staff is working with IT to download the software so it may be controlled from the computer. The goal of this project is to be complete by the August council meeting. **UPDATE- The project is complete.**

Liens

City Secretary researched twenty (20) years of liens filed and released by the City of Joshua. Liens expire after 10 years from the filing date.

On record, the City had several liens that were more than 10 years old. In addition, found several liens that had been paid and not removed for the liens list. There were also two that were sold for tax proceeds.

All of the liens that expired, were paid, or sold for tax proceeds have been removed from the City's active list.

City Attorney Welch recommends officially removing the inactive liens by filing an official release-of-lien. Staff is in process of preparing the necessary release and will be filing with the County in the next few weeks.

[illegible]