



**AGENDA
CITY COUNCIL
WORK SESSION
REGULAR MEETING**

**June 17, 2021
6:30 PM**

The Joshua City Council will hold a Work Session at 6:30 p.m. and a Regular Meeting, immediately following the Work Session, in the Council Chambers at the Joshua City Hall, located at 101 S. Main St., Joshua, Texas on June 17, 2021. This meeting is subject to the open meeting laws of the State of Texas.

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/89005460083?pwd=MU5pb3ZWUHpGenptNW1GNkZoWmZsUT09>

Meeting ID: 890 0546 0083 Passcode: 831144 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. Your question will be read by the City Secretary 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 May 2021. (Staff Resource: M. Peacock)
2. Review and discuss Planning & Zoning Ordinance Section 5.5.4 Accessory Building Regulations-swimming pool setback requirements. (Staff Resource: A. Maldonado)
3. Review and discuss Code of Ordinance Section 13.04.031-R regarding procedures for littering of grass clippings. (M. Peacock)
4. Review and discuss questions related to the proposed changes to the Employee Policy. (Staff Resource: A. Bransom)

5. 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. No Council deliberation is permitted. Each person will have 3 minutes to speak.

1. Proclamation recognizing Miss Joshua Outstanding Teen

F. CONSENT AGENDA

1. Consider approval of minutes from the City Council Meetings held on May 10, 2021, and May 20, 2021. (Staff Resource: A. Holloway)
2. Consider an Interlocal Agreement with Region 8 Education Service Center to provide cooperative purchasing service. (Staff Resource: M. Peacock)

G. REGULAR AGENDA

1. Discuss, consider, and possible action on the appointment of Mayor Pro Tem. (Staff Resource: A. Holloway)
2. Public hearing on a request to rezone a 0.593 acre of land known as Lt. 1, Blk.1, East Hills Addition in the J.H. Cooper Survey, Abstract No. 145, County of Johnson, Texas located at 402 Conveyor Drive to change from (C-1) Restricted Commercial District to the (R2) Two Family Residential District to allow for the construction of a duplex after the property is subdivided. (Staff Resource: A. Maldonado)
 - Staff Presentation
 - Owner's Presentation
 - Those in Favor
 - Those Against
 - Owner's Rebuttal
3. Discuss, consider, and possible action on an Ordinance rezoning a 0.593 acre of land known as Lt. 1, Blk.1, East Hills Addition in the J.H. Cooper Survey, Abstract No. 145, County of Johnson, Texas located at 402 Conveyor Drive to change from (C-1) Restricted Commercial District to the (R2) Two Family Residential District to allow for the construction of a duplex after the property is subdivided. (Staff Resource: A. Maldonado)
4. Discuss, consider, and give direction regarding a request from Mountain Valley Country Club to reduce the speed limit to 20 mph on Clubhouse Drive. (Staff Resource: M. Peacock)
5. Discuss, consider, and possible action on an Administrative Service Agreement between ICMA Retirement Corporation and City of Joshua adopting an 457b plan to be offered to City employees. (Staff Resource: A. Bransom)
6. Discuss, consider, and possible action on a resolution adopting a new purchasing policy. (Staff Resource: A. Bransom)
7. Discuss consider, and possible action on a resolution amending the personnel policy. (Staff Resource: A. Bransom)

8. Discuss, consider, and possible action on implementing Citi Purchasing Cards (P-Cards). (Staff Resource: A. Bransom)
9. Discuss, consider, and possible action on board appointments. (Staff Resource: A. Holloway)

H. STAFF REPORT

May 2021

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

I. FUTURE AGENDA ITEMS/REQUESTS BY COUNCILMEMBERS TO BE ON 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. Any Councilmember may, however, state an issue and a request that this issue be placed on a future agenda.

J. ADJOURNMENT

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

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

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

CERTIFICATE:

I hereby certify that the above agenda was posted on or before the 11th day of June 2021 by 12:00 p.m. 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 May 31, 2021

% OF YEAR COMPLETED: 66.66

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
REVENUE SUMMARY							
Non-Departmental							
Tax Revenue	126,987.45	102,768.26	(24,219.19)	3,255,495.26	3,922,535.00	82.99%	667,039.74
Charges for Services	42,438.49	40,150.77	(2,287.72)	333,770.98	482,000.00	69.25%	148,229.02
Licenses, Permits & Fees	81,803.63	68,219.28	(13,584.35)	594,008.78	488,815.00	121.52%	(105,193.78)
Grants & Contributions	0.00	41.65	41.65	3,320.00	500.00	664.00%	(2,820.00)
Intergovernmental Revenues	2,000.00	9,693.67	7,693.67	3,332.30	116,370.00	0.00%	113,037.70
Investment Earnings	4.97	273.22	268.25	46.26	3,280.00	1.41%	3,233.74
Miscellaneous	59,172.79	6,766.45	(52,406.34)	460,945.40	81,230.00	567.46%	(379,715.40)
Transfers In	0.00	0.00	0.00	0.00	266,715.00	0.00%	266,715.00
TOTAL REVENUES	312,407.33	227,913.30	(84,494.03)	4,650,918.98	5,361,445.00	86.75%	710,526.02
EXPENDITURE SUMMARY							
Community Service							
Utilities	4,075.46	3,415.30	(660.16)	47,270.26	41,000.00	115.29%	(6,270.26)
Community Events	0.00	0.00	0.00	3,364.58	25,000.00	13.46%	21,635.42
Contract & Professional Services	26,231.35	26,666.67	435.32	200,386.21	320,000.00	62.62%	119,613.79
Miscellaneous	4,160.77	3,021.58	(1,139.19)	31,243.58	47,865.00	65.27%	16,621.42
TOTAL Community Service	34,467.58	33,103.55	(1,364.03)	282,264.63	433,865.00	65.06%	151,600.37
Non-departmental							
Personnel	146.13	1,000.00	853.87	3,959.02	4,000.00	98.98%	40.98
Contract & Professional Services	4,492.00	4,681.46	189.46	62,924.72	102,300.00	61.51%	39,375.28
Debt Service	0.00	0.00	0.00	2,650.00	4,000.00	66.25%	1,350.00
Miscellaneous	0.00	1,250.00	1,250.00	67,183.81	71,055.00	94.55%	3,871.19
Transfers Out	0.00	0.00	0.00	0.00	1,101,000.00	0.00%	1,101,000.00
TOTAL Non-departmental	4,638.13	6,931.46	2,293.33	136,717.55	1,282,355.00	10.66%	1,145,637.45

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

% OF YEAR COMPLETED: 66.66

	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	158.00	87.50	(70.50)	647.03	1,050.00	61.62%	402.97
TOTAL Octoberor & Council	158.00	87.50	(70.50)	681.35	3,050.00	22.34%	2,368.65
Administration							
Personnel	37,134.47	32,023.78	(5,110.69)	315,696.80	465,768.00	67.78%	150,071.20
Supplies	1,281.87	6,245.32	4,963.45	37,955.51	27,450.00	138.27%	(10,505.51)
Repair & Maintenance	6,903.86	7,373.42	469.56	32,786.67	64,442.00	50.88%	31,655.33
Contract & Professional Services	5,612.84	499.80	(5,113.04)	41,898.08	59,465.00	70.46%	17,566.92
Utilities	2,208.59	2,713.17	504.58	17,650.71	32,570.00	54.19%	14,919.29
Miscellaneous	788.25	958.28	170.03	5,210.85	11,500.00	45.31%	6,289.15
TOTAL Administration	53,929.88	49,813.77	(4,116.11)	451,198.62	661,195.00	68.24%	209,996.38
Police Department							
Personnel	68,346.30	76,099.42	7,753.12	573,453.95	997,275.00	57.50%	423,821.05
Supplies	2,363.33	1,795.34	(567.99)	12,059.06	21,550.00	55.96%	9,490.94
Repair & Maintenance	2,951.78	4,873.75	1,921.97	32,694.81	58,500.00	55.89%	25,805.19
Contract & Professional Services	2,402.66	1,066.24	(1,336.42)	75,205.94	113,800.00	66.09%	38,594.06
Utilities	1,339.76	1,940.89	601.13	10,513.88	23,300.00	45.12%	12,786.12
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	77,403.83	85,808.97	8,405.14	730,855.60	1,231,030.00	59.37%	500,174.40

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

% OF YEAR COMPLETED: 66.66

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Public Works							
Personnel	20,189.11	20,559.03	369.92	169,419.89	277,075.00	61.15%	107,655.11
Supplies	2,531.44	14,365.50	11,834.06	90,532.77	172,455.00	52.50%	81,922.23
Repair & Maintenance	4,405.99	6,372.48	1,966.49	36,337.19	76,500.00	47.50%	40,162.81
Contract & Professional Services	1,564.20	1,686.82	122.62	3,645.30	20,250.00	18.00%	16,604.70
Utilities	384.06	566.44	182.38	4,030.53	6,800.00	59.27%	2,769.47
Micellaneous	0.00	0.00	0.00	1,088.80	0.00	#DIV/0!	(1,088.80)
Capital Outlay	0.00	0.00	0.00	116,876.58	152,065.00	76.86%	35,188.42
TOTAL Public Works	29,074.80	43,550.27	14,475.47	421,931.06	705,145.00	59.84%	283,213.94
Municipal Court							
Personnel	4,564.03	4,644.22	80.19	38,766.28	60,810.00	63.75%	22,043.72
Supplies	103.89	154.10	50.21	1,016.16	1,850.00	54.93%	833.84
Repair & Maintenance	140.15	166.60	26.45	1,252.16	2,000.00	62.61%	747.84
Contract & Professional Services	2,289.29	2,969.27	679.98	22,546.32	35,635.00	63.27%	13,088.68
Miscellaneous	50.71	83.30	32.59	1,642.39	1,000.00	164.24%	(642.39)
TOTAL Municipal Court	7,148.07	8,017.49	869.42	65,223.31	101,295.00	64.39%	36,071.69
Development Services							
Personnel	12,176.89	16,676.55	4,499.66	126,697.21	215,770.00	58.72%	89,072.79
Supplies	129.95	324.87	194.92	4,984.05	3,900.00	127.80%	(1,084.05)
Repair & Maintenance	8.25	166.60	158.35	543.83	2,000.00	27.19%	1,456.17
Contract & Professional Services	31,482.79	15,960.06	(15,522.73)	131,336.65	191,525.00	68.57%	60,188.35
Utilities	86.30	88.29	1.99	603.89	1,060.00	56.97%	456.11
Capital Outlay	0.00	416.67	416.67	0.00	5,000.00	0.00%	5,000.00
Miscellaneous	0.00	41.67	41.67	5,181.78	500.00	1036.36%	(4,681.78)
TOTAL Building/Code Comp.	43,884.18	33,674.71	(10,209.47)	269,347.41	419,755.00	64.17%	150,407.59

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

% OF YEAR COMPLETED: 66.66

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Animal Control							
Personnel	7,065.20	8,181.64	1,116.44	67,253.41	109,345.00	61.51%	42,091.59
Supplies	292.00	864.22	572.22	4,918.46	10,375.00	47.41%	5,456.54
Repair & Maintenance	1,788.18	2,665.60	877.42	12,358.56	32,000.00	38.62%	19,641.44
Contract & Professional Services	769.43	849.78	80.35	5,249.99	10,200.00	51.47%	4,950.01
Utilities	854.92	1,307.81	452.89	7,924.42	15,700.00	50.47%	7,775.58
Miscellaneous	0.00	0.00	0.00	654.24	0.00	#DIV/0!	(654.24)
TOTAL Animal Control	10,769.73	13,869.05	3,099.32	98,359.08	177,620.00	55.38%	79,260.92
Fire Department							
Personnel	30,184.66	33,391.14	3,206.48	215,570.11	440,335.00	48.96%	224,764.89
Supplies	360.02	5,530.68	5,170.66	17,620.81	62,100.00	28.37%	44,479.19
Repair & Maintenance	5,340.70	6,139.61	798.91	44,528.92	73,705.00	60.42%	29,176.08
Contract & Professional Services	861.26	1,970.46	1,109.20	15,756.87	23,655.00	66.61%	7,898.13
Utilities	2,202.17	2,865.52	663.35	20,264.14	34,400.00	58.91%	14,135.86
Miscellaneous	48.95	1,277.82	1,228.87	14,210.52	15,340.00	92.64%	1,129.48
TOTAL Fire Department	38,997.76	51,175.23	12,177.47	327,951.37	649,535.00	50.49%	321,583.63
Park Maintenance							
Supplies	595.44	1,137.05	541.61	9,625.05	13,650.00	70.51%	4,024.95
Repair & Maintenance	183.89	1,603.57	1,419.68	9,146.85	19,250.00	47.52%	10,103.15
Contract & Professional Services	0.00	24.99	24.99	12.00	300.00	4.00%	288.00
Utilities	2,662.82	20,627.24	17,964.42	20,635.23	87,530.00	23.58%	66,894.77
Capital Outlay	974.24	7,163.00	6,188.76	17,035.62	85,985.00	19.81%	68,949.38
TOTAL Park Maintenance	4,416.39	30,555.85	26,139.46	56,454.75	206,715.00	27.31%	150,260.25
TOTAL EXPENDITURES	304,888.35	356,587.85	51,699.50	2,840,984.73	5,871,560.00	48.39%	3,030,575.27
TOTAL REVENUES OVER/UNDER EXPENDITURES	7,518.98	(128,674.55)	(136,193.53)	1,809,934.25	(510,115.00)		(2,320,049.25)

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

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Licenses, Permits & Fees	81,803.63	68,219.28	(13,584.35)	594,008.78	488,815.00	121.52%	(105,193.78)
Grants & Contributions	0.00	41.65	41.65	3,320.00	500.00	664.00%	(2,820.00)
Intergovernmental Revenues	2,000.00	9,693.67	7,693.67	3,332.30	116,370.00	0.00%	113,037.70
Investment Earnings	4.97	273.22	268.25	46.26	3,280.00	1.41%	3,233.74
Miscellaneous	59,172.79	6,766.45	(52,406.34)	460,945.40	81,230.00	567.46%	(379,715.40)
Transfers In	0.00	0.00	0.00	0.00	266,715.00	0.00%	266,715.00
TOTAL REVENUES	312,407.33	227,913.30	(84,494.03)	4,650,918.98	5,361,445.00	86.75%	710,526.02
EXPENDITURE SUMMARY							
Community Service							
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Community Events	0.00	0.00	0.00	3,364.58	25,000.00	13.46%	21,635.42
Contract & Professional Services	26,231.35	26,666.67	435.32	200,386.21	320,000.00	62.62%	119,613.79
Miscellaneous	4,160.77	3,021.58	(1,139.19)	31,243.58	47,865.00	65.27%	16,621.42
TOTAL Community Service	34,467.58	33,103.55	(1,364.03)	282,264.63	433,865.00	65.06%	151,600.37
Non-departmental							
Personnel	146.13	1,000.00	853.87	3,959.02	4,000.00	98.98%	40.98
Contract & Professional Services	4,492.00	4,681.46	189.46	62,924.72	102,300.00	61.51%	39,375.28
Debt Service	0.00	0.00	0.00	2,650.00	4,000.00	66.25%	1,350.00
Miscellaneous	0.00	1,250.00	1,250.00	67,183.81	71,055.00	94.55%	3,871.19
Transfers Out	0.00	0.00	0.00	0.00	1,101,000.00	0.00%	1,101,000.00
TOTAL Non-departmental	4,638.13	6,931.46	2,293.33	136,717.55	1,282,355.00	10.66%	1,145,637.45

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

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Mayor & Council							
Personnel	0.00	0.00	0.00	34.32	2,000.00	1.72%	1,965.68
Supplies	158.00	87.50	(70.50)	647.03	1,050.00	61.62%	402.97
TOTAL Mayor & Council	158.00	87.50	(70.50)	681.35	3,050.00	22.34%	2,368.65
Administration							
Personnel	37,134.47	32,023.78	(5,110.69)	315,696.80	465,768.00	67.78%	150,071.20
Supplies	1,281.87	6,245.32	4,963.45	37,955.51	27,450.00	138.27%	(10,505.51)
Repair & Maintenance	6,903.86	7,373.42	469.56	32,786.67	64,442.00	50.88%	31,655.33
Contract & Professional Services	5,612.84	499.80	(5,113.04)	41,898.08	59,465.00	70.46%	17,566.92
Utilities	2,208.59	2,713.17	504.58	17,650.71	32,570.00	54.19%	14,919.29
Miscellaneous	788.25	958.28	170.03	5,210.85	11,500.00	45.31%	6,289.15
TOTAL Administration	53,929.88	49,813.77	(4,116.11)	451,198.62	661,195.00	68.24%	209,996.38
Police Department							
Personnel	68,346.30	76,099.42	7,753.12	573,453.95	997,275.00	57.50%	423,821.05
Supplies	2,363.33	1,795.34	(567.99)	12,059.06	21,550.00	55.96%	9,490.94
Repair & Maintenance	2,951.78	4,873.75	1,921.97	32,694.81	58,500.00	55.89%	25,805.19
Contract & Professional Services	2,402.66	1,066.24	(1,336.42)	75,205.94	113,800.00	66.09%	38,594.06
Utilities	1,339.76	1,940.89	601.13	10,513.88	23,300.00	45.12%	12,786.12
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	77,403.83	85,808.97	8,405.14	730,855.60	1,231,030.00	59.37%	500,174.40

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

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Public Works							
Personnel	20,189.11	20,559.03	369.92	169,419.89	277,075.00	61.15%	107,655.11
Supplies	2,531.44	14,365.50	11,834.06	90,532.77	172,455.00	52.50%	81,922.23
Repair & Maintenance	4,405.99	6,372.48	1,966.49	36,337.19	76,500.00	47.50%	40,162.81
Contract & Professional Services	1,564.20	1,686.82	122.62	3,645.30	20,250.00	18.00%	16,604.70
Utilities	384.06	566.44	182.38	4,030.53	6,800.00	59.27%	2,769.47
Micellaneous	0.00	0.00	0.00	1,088.80	0.00	#DIV/0!	(1,088.80)
Capital Outlay	0.00	0.00	0.00	116,876.58	152,065.00	76.86%	35,188.42
TOTAL Public Works	29,074.80	43,550.27	14,475.47	421,931.06	705,145.00	59.84%	283,213.94
Municipal Court							
Personnel	4,564.03	4,644.22	80.19	38,766.28	60,810.00	63.75%	22,043.72
Supplies	103.89	154.10	50.21	1,016.16	1,850.00	54.93%	833.84
Repair & Maintenance	140.15	166.60	26.45	1,252.16	2,000.00	62.61%	747.84
Contract & Professional Services	2,289.29	2,969.27	679.98	22,546.32	35,635.00	63.27%	13,088.68
Miscellaneous	50.71	83.30	32.59	1,642.39	1,000.00	164.24%	(642.39)
TOTAL Municipal Court	7,148.07	8,017.49	869.42	65,223.31	101,295.00	64.39%	36,071.69
Development Services							
Personnel	12,176.89	16,676.55	4,499.66	126,697.21	215,770.00	58.72%	89,072.79
Supplies	129.95	324.87	194.92	4,984.05	3,900.00	127.80%	(1,084.05)
Repair & Maintenance	8.25	166.60	158.35	543.83	2,000.00	27.19%	1,456.17
Contract & Professional Services	31,482.79	15,960.06	(15,522.73)	131,336.65	191,525.00	68.57%	60,188.35
Utilities	86.30	88.29	1.99	603.89	1,060.00	56.97%	456.11
Capital Outlay	0.00	416.67	416.67	0.00	5,000.00	0.00%	5,000.00
Miscellaneous	0.00	41.67	41.67	5,181.78	500.00	1036.36%	(4,681.78)
TOTAL Building/Code Comp.	43,884.18	33,674.71	(10,209.47)	269,347.41	419,755.00	64.17%	150,407.59

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

% OF YEAR COMPLETED: 66.66

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Animal Control							
Personnel	7,065.20	8,181.64	1,116.44	67,253.41	109,345.00	61.51%	42,091.59
Supplies	292.00	864.22	572.22	4,918.46	10,375.00	47.41%	5,456.54
Repair & Maintenance	1,788.18	2,665.60	877.42	12,358.56	32,000.00	38.62%	19,641.44
Contract & Professional Services	769.43	849.78	80.35	5,249.99	10,200.00	51.47%	4,950.01
Utilities	854.92	1,307.81	452.89	7,924.42	15,700.00	50.47%	7,775.58
Miscellaneous	0.00	0.00	0.00	654.24	0.00	#DIV/0!	(654.24)
TOTAL Animal Control	<u>10,769.73</u>	<u>13,869.05</u>	<u>3,099.32</u>	<u>98,359.08</u>	<u>177,620.00</u>	<u>55.38%</u>	<u>79,260.92</u>
Fire Department							
Personnel	30,184.66	33,391.14	3,206.48	215,570.11	440,335.00	48.96%	224,764.89
Supplies	360.02	5,530.68	5,170.66	17,620.81	62,100.00	28.37%	44,479.19
Repair & Maintenance	5,340.70	6,139.61	798.91	44,528.92	73,705.00	60.42%	29,176.08
Contract & Professional Services	861.26	1,970.46	1,109.20	15,756.87	23,655.00	66.61%	7,898.13
Utilities	2,202.17	2,865.52	663.35	20,264.14	34,400.00	58.91%	14,135.86
Miscellaneous	48.95	1,277.82	1,228.87	14,210.52	15,340.00	92.64%	1,129.48
TOTAL Fire Department	<u>38,997.76</u>	<u>51,175.23</u>	<u>12,177.47</u>	<u>327,951.37</u>	<u>649,535.00</u>	<u>50.49%</u>	<u>321,583.63</u>
Park Maintenance							
Supplies	595.44	1,137.05	541.61	9,625.05	13,650.00	70.51%	4,024.95
Repair & Maintenance	183.89	1,603.57	1,419.68	9,146.85	19,250.00	47.52%	10,103.15
Contract & Professional Services	0.00	24.99	24.99	12.00	300.00	4.00%	288.00
Utilities	2,662.82	20,627.24	17,964.42	20,635.23	87,530.00	23.58%	66,894.77
Capital Outlay	974.24	7,163.00	6,188.76	17,035.62	85,985.00	19.81%	68,949.38
TOTAL Park Maintenance	<u>4,416.39</u>	<u>30,555.85</u>	<u>26,139.46</u>	<u>56,454.75</u>	<u>206,715.00</u>	<u>27.31%</u>	<u>150,260.25</u>
TOTAL EXPENDITURES	<u>304,888.35</u>	<u>356,587.85</u>	<u>51,699.50</u>	<u>2,840,984.73</u>	<u>5,871,560.00</u>	<u>48.39%</u>	<u>3,030,575.27</u>
TOTAL REVENUES OVER/UNDER EXPENDITURES	<u>7,518.98</u>	<u>(128,674.55)</u>	<u>(136,193.53)</u>	<u>1,809,934.25</u>	<u>(510,115.00)</u>		<u>(2,320,049.25)</u>



City Council Agenda June 17, 2021

Agenda Item: D2

Work Session

Agenda Description:

Discuss the residential pool setback requirements.

BACKGROUND INFORMATION:

A local contractor would like to discuss possibly reducing the setback requirements of a residential swimming pool.

5.5.4 ACCESSORY BUILDING SUMMARY TABLE. Accessory Building	Residential Setbacks	Non Residential Setbacks	Height	Notes
Storage Building or Hobby Shop	Behind primary Building. Five (5) feet from property lines. Not in side setbacks	Setback distance as set by district. Within the rear setback of site.	Eighteen (18) feet Farm Accessory Structures shall not exceed zoning district height standard.	Requires permit if exceeding 120 sf.
Garages	Behind primary building. Five (5) feet from property lines. Not in side setbacks Additional height requires meeting district setbacks.	Setback distance as set by district. Within the rear setback of site.	May be as tall as thirty (30) feet in height if garage meets primary building side setback. Height may not exceed primary building.	Requires permit and foundation.
Carports	Behind primary building. Five (5) feet from property lines. Not in side setbacks	Meet all setbacks. Located at the rear of the primary building.	Sixteen (16) feet.	Requires permit. Must be an extension of the primary building roof line. Must contain columns compatible with those on the primary building.
Swimming Pool	May be located in rear or side yard. Eight (8) feet from property lines.	NA	Requires permit. Three (3) foot minimum walkway on all sides. Pools must be fenced.	

City Contact:

Aaron Maldonado Director of Development Services

ATTACHMENTS:

1. City of Burleson regulations

CITY OF BURLESON

SWIMMING POOL REQUIREMENTS

Number of Plans Required: 1 Set
Number of Plot Plans Required: 1 Set

Stamped with electrical provider approval.
Oncor: 2118 S Bowen Rd.
Arlington, TX 76013
Bryon Spencer – 817-861-7551
UCS: 817-447-9292

Call 1-800-DIG-TESS to locate lines and to receive a confirmation number. Confirmation number is needed before you submit plans to your electrical company. The City of Burleson will not accept any unstamped plans.

All Public Pool Applicants will require a separate application and plan review from Tarrant County Public Health (817-321-4960). Confirmation number will be required from TCPH prior to City of Burleson permit issuance.

Permits Required: In Ground: Electrical Included, Plumbing Requires a Separate Permit
Above Ground: Electrical and Plumbing Requires Separate Permits

Additional Permits: Fence & Decking (30" Above Grade)

Permit Fee: \$200.00 In ground, \$50.00 Above ground, \$25.00 Fence, \$25.00 Deck (30" Above Grade)

Setback Requirements: From Waters Edge

Requirement Setbacks: Rear: *3' Sides: *3' Foundation: 5'
* Greater setback required if dedicated easement on plat
* If excavation is less than 5' from foundation a set of engineer plans will be required. (from any load bearing structure – i.e.: covered patio)
* Include setbacks on plans

Fencing Requirements: Minimum Height: 4'
Temporary Required: Yes (During Construction)

No openings larger than 4" in any dimension
Gate shall be equipped with self-closing and self-latching device.

Backwash Requirement: Sanitary sewer or area ditch (must be contained on site)

Backflow Protection: Required on auto-fill lines below overflow level. Minimum backflow protection, double-check/double gate.

Electrical Service Setback: Line in Conduit: 5' Not in Conduit: 10' Depth Requirements: 24"
(Regulated by ONCOR if service line from transformer to meter)

Required Inspections: Belly Steel/Grounding, Deck Steel, and Final

ONCOR ELECTRIC DELIVERY POOL REQUIREMENTS

Pool plans will only be accepted at **Arlington Service Center, Attn: Byron Spencer, located at 2118 S. Bowen Rd. in Arlington, Texas 76013.** For your convenience, plans can be mailed with a self addressed stamped envelope to the appropriate location for review.

Contact Information:

Metro West – Byron Spencer – 817.861.7551

The following guidelines will be required in order to obtain a ONCOR Electric Delivery approval stamp on all swimming pools and other water features.

It is the responsibility of the pool company digging the pool or other water feature to call Texas Excavation Safety System (TESS) at 1-800-344-8377, and request a locate before pool plans are submitted (If excavation begins fourteen days after the initial locates, the pool company may be obligated to request a new locate pursuant to the applicable legal authorities). This request must include located for all electrical facilities including primary, secondary, service and street light facilities either direct buried or in conduit. These facilities must be marked in red and drawn to scale on all three (3) sets of plans that are required to be submitted to ONCOR Electric Delivery for approval. The location of the electric meter must be shown of the house. Any overhead electrical lines within thirty (30') feet of the water's edge must also be shown, drawn to scale. Plans to include water feature, associated decking and walkways. The TESS confirmation number must be listed on the pool plans.

Along with the three (3) sets of pool plans, it is required that the pool builder supply a copy of the final survey for the lot showing all property lines and any easements located within the property. If the pool is being built on a new construction site, a copy of that portion of the Final City Plat showing the address will be accepted. The clearing of easements and right-of-way is the responsibility of the pool company. Decking or permanent structure will be prohibited over existing direct buried services. In these cases a reroute will be required. **NO ENCROACHMENTS INTO EXISTING EASEMENTS WILL BE ALLOWED.**

The pool company will be provided with a form Indemnity and Release regarding the accuracy and completeness of the information provided to ONCOR Electric Delivery for the approval of pool plans or other water feature. This completed and signed document, WITH ORIGINAL SIGNATURE, must be attached to the pool plans when submitted for approval. Failure to provide a signed copy of this document will delay the approval of the pool plans.

All pool plans submitted to ONCOR Electric Delivery for approval will require (5) five normal working days for approval, barring any conflicts or reroutes.

**NEW POOL OR WATER FEATURE
APPROVAL REQUEST AND RELEASE
(Version 2007.1)**

____ (“Company”) requests approval from ONCOR Electric Delivery Company (“ONCOR”) of Company’s plans to construct a pool or water feature (“Project”) at _____/city_____.

In order for ONCOR to properly evaluate the Project, Company must attach the following to this completed document:

- Three copies of Company’s constructions plans, which include the location of (1) the pool or water feature (including all decking and walkways); (2) all underground electric facilities drawn to scale and clearly marked as either direct buries or in conduit, including primary, secondary, service and street light facilities (the “Underground Facilities”); (3) the electric meter; and (4) all overhead electric facilities within (30’) thirty feet of the water’s edge (1, 2, 3, & 4 may be referred to collectively as the “Facilities”); and
- A copy of the final survey for the property (“Survey”) showing the location of all property lines and easements location on the property.

In exchange for ONCOR’s review and requested approval of the Construction Plans, Company certifies that:

- (a) The Underground Facilities at the Property have been located through the Texas Excavation Safety System (“TESS”);
- (b) Company has accurately represented on the Construction Plans and the Survey the location of each of the Facilities located through TESS, easements and property lines located at the Property;
- (c) ONCOR can rely on the information set forth in the Construction Plans and the Survey in considering Company’s request for approval of the Construction Plans;
- (d) Company will exercise extreme caution consistent with all industry accepted standards and practices when excavation around Facilities;
- (e) Company has requester ONCOR to approve the Construction Plans for the sole purpose of obtaining any necessary municipal approvals and to resolve potential conflicts with existing electric facilities; and
- (f) Except as set forth in (g)(1), below Company agrees to indemnify, protect, defend, and hold ONCOR harmless from and against any and all damages, claims, judgments, causes of action, suits, liability, or losses (“Claims”) arising out of the construction of the Project or the representations made herein by Company, including Claims arising out of the activities set forth in (g)(2), below.
- (g) In the event ONCOR incorrectly identified the location of the Underground Facilities and such identifications were relied on by Company to prepare the Construction Plans: (1) Company shall not be responsible for the damage to the Underground Facilities, but (2) Company shall be responsible for applicable costs associated with any necessary reroute of the Facilities and all costs associated with relocation of the Project regardless of the cause or reasons for such reroute or relocation.

(Company Name)

By Sign~: _____
Name Print~: _____
Title: _____
Phone: _____
Date: _____

(TESS Confirmation Number)

Proclamation

WHEREAS, Miss Texas Scholarship Organization, Inc. has a rich history of empowering young women to achieve their dreams and goals. Larger than the young women who have held the title of Miss Texas is the volunteer team and Miss Texas family, who have dedicated their lives to ensure these young women have every opportunity available to them through this transformational pageant system. Miss Texas has been wearing the crown for 84 years, originating in 1937.

WHEREAS, Alexxia Carter currently holds the title of Miss Joshua's Outstanding Teen; and,

WHEREAS, Alexxia has received many academic honors such as Pre-AP level courses; STAAR- Masters grade level; A Honor Roll; and has been part of the Gifted and Talented program since 1st grade; and

WHEREAS, Alexxia's goal is to serve as a role model who empowers, supports, and encourages others to be themselves by spreading kindness.

WHEREAS, Alexxia's hard work and dedication has rendered service to young women in this community and throughout the state, which deserves special recognition and appreciation; and

NOW, THEREFORE, I, Joe Hollarn, Mayor, of the City of Joshua, Texas, by the authority vested in me, do hereby proclaim June 17, 2021, as:

Alexxia Carter Day

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the City of Joshua to be affixed this 17th day of June 2021.

Joe Hollarn, Mayor
City of Joshua, Texas



**MINUTES
CITY COUNCIL
SPECIAL MEETING
MAY 10, 2021
6:00 PM**

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

City Council Absent: Rick DePriest, Place 1 and Angela Nichols, Place 3

City Staff Present: Alice Holloway, City Secretary.

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

Join Zoom Meeting:

<https://us02web.zoom.us/j/87385188601?pwd=bnA2ZVRLTXl3TWdJR2MyRUM1TEs1dz09>

Meeting ID: 873 8518 8601 Passcode: 413611 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 will be read during the meeting in the order received by the City Secretary.
- By phone: Please call 817/558-7447 ext. 2003 and provide your name, address, and question. Your question will be read by the City Secretary 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 6:00 pm.

B. Discuss, consider, and possible action on an Ordinance canvassing the returns and declaring the results of May 1, 2021, City of Joshua General Election. (Staff Resources: A. Holloway)

Mayor Hollarn read the results from the canvass report certified by City Secretary/Early Voting Clerk Alice Holloway. The result was as followed:

COUNCIL MEMBER PLACE 4

Candidate	Early Voting	Election Day	BBM	Total Votes	Percentage
Doug Taylor	47	70	1	118	45.91 %
Merle Breitenstein	77	61	1	139	54.09 %

COUNCIL MEMBER PLACE 6

Candidate	Early Voting	Election Day	BBM	Total Votes	Percentage
Danny Turpen	43	44	1	88	34.92 %
Scott Kimble	76	87	1	164	65.08 %

Councilmember Purdom moved to approve an Ordinance canvassing the returns and declaring the results of the May 10, 2021 Election. Councilmember Kidd seconded the motion. The motion passed unanimously.

C. Adjournment.

Mayor Hollarn adjourned the meeting at 6:01 pm.

Joe Hollarn, Mayor

ATTEST:

Alice Holloway, TRMC
City Secretary

Approved: June 17, 2021



**MINUTES
CITY COUNCIL
REGULAR MEETING
MAY 20, 2021
6:30 PM**

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

City Council Absent: NA

City Staff Present: Mike Peacock, City Manager; Shaun Short, Police Chief; Tom Griffith, Fire Chief; Terry Welch, City Attorney; and Alice Holloway, City Secretary.

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

Join Zoom Meeting:

<https://us02web.zoom.us/j/87509870144?pwd=bEpZWGFNOS9jWE8xY1hmcDhQNnc4Zz09>

Meeting ID: 875 0987 0144 Passcode: 471729 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 will be read during the meeting in the order received by the City Secretary.
- By phone: Please call 817/558-7447 ext. 2003 and provide your name, address, and question. Your question will be read by the City Secretary in the order they are received.

A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

Mayor Hollarn announced a quorum present and call 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

Dale Wilbanks, Pastor of First United Methodist Church led the invocation.

D. WORK SESSION

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

No discussion on this item (D1).

2. Questions regarding Regular Session agenda items.

No discussion on this item (D2).

E. PUBLIC FORUM, PRESENTATIONS, AND RECOGNITION:

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

1. Presentation of Life Saving Award by the Chisholm Trail 100 Club.

Captain Ron Hall and Lt. Luke Burgdorf was presented a Life-Saving Award by the Chisholm Trail 100 Club.

2. Fire Department Badge Pinning Ceremony.

Firefighter Trent Yerigan, Cody Owens, and Justin Clanton were honored at the Badge Pinning Ceremony.

3. Recognition of Councilmember Robert Purdom for 3 Years of Service to the City of Joshua.

Mayor Hollarn presented Councilmember Purdom with a plaque of appreciation and thanked him for his years of service to the City of Joshua.

4. Presentation of Certificates of Election and administer the Oath of Office to the newly elected official(s).

Mayor Hollarn presented Merle Breitenstein and Scott Kimble with Certificates of Election. City Secretary Holloway administered the Oath of Office.

F. CONSENT AGENDA

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

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

G. REGULAR AGENDA

1. Public hearing on a request for a zoning change regarding a 0.016 acre of land known as Lt. 9 S.28ft. and Lt.10, Blk.5, Original Town of Joshua in the W.W. Byers Survey, Abstract No. 29, County of Johnson, Texas located on the northeast corner of N. Main St. and E. 12th St. to change from (C-1) Restricted Commercial District to the (PD) Planned Development District and associated Detailed Site Plan located in the Heritage Preservation Overlay District for the development of a retail building. (Staff Resource: A. Maldonado)

- Staff Presentation
- Owner's Presentation
- Those in Favor
- Those Against
- Owner's Rebuttal

Mayor Hollarn opened the public hearing at 6:57 pm a zoning change regarding a 0.016 acre of land known as Lt. 9 S.28ft. and Lt.10, Blk.5, Original Town of Joshua in the W.W. Byers Survey, Abstract No. 29, County of Johnson, Texas located on the northeast corner of N. Main St. and E. 12th St. to change from (C-1) Restricted Commercial District to the (PD) Planned Development District and associated Detailed Site Plan located in the Heritage Preservation Overlay District for the development of a retail building.

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

The property was originally platted as the Original Town of Joshua. It is located within the Heritage Preservation Overlay District and as properties develop, they need to have a Planned Development designation to meet the design requirements of that district. The Planned Development was approved by City Council on May 20, 2021.

This property is zoned PD, Planned Development.

The proposed development of this property is to allow for a retail building with four lease spaces. The proposed building will be 5,090 square feet.

This development will be required to submit engineered construction plans and will also be required to replat, the City has agreed that these matters may be part of the construction and platting review process.

Owner Presentation – Robbie Rumfields stated that he was present for any questions.

Those in Favor- NA

Those Against- NA

Owner's Rebuttal- NA

After no more comments, Mayor Hollarn closed the public hearing at 7:00 p.m.

2. Discuss, consider, and possible action on an Ordinance approving a request for a zoning change regarding a 0.016 acre of land known as Lt. 9 S.28ft. and Lt.10, Blk.5, Original Town of Joshua in the W.W. Byers Survey, Abstract No. 29, County of Johnson, Texas located on the northeast corner of N. Main St. and E. 12th St. to change from (C-1) Restricted Commercial District to the (PD) Planned Development District and associated Detailed Site Plan located in the Heritage Preservation Overlay District for the development of a retail building. (Staff Resource: A. Maldonado)

Councilmember DePriest moved to approve an Ordinance approving a request for a zoning change regarding a 0.016 acre of land known as Lt. 9 S.28ft. and Lt.10, Blk.5, Original Town of Joshua in the W.W. Byers Survey, Abstract No. 29, County of Johnson, Texas located on the northeast corner of N. Main St. and E. 12th St. to change from (C-1) Restricted Commercial District to the (PD) Planned Development District and associated Detailed Site Plan located in the Heritage Preservation Overlay District for the development of a retail building. Councilmember Kidd seconded the motion. The motion passed unanimously.

3. Public hearing on a request to rezone a tract of land in the Eli M. Thomason Survey, Abstract No. 827, TR 52 County of Johnson, Texas and being approximately 46.040 acres of land and locally

known as 1200 CR 909, changing the zoning to the foregoing property from (A) Agricultural District to the (PD) Planned Development District to allow for a residential subdivision. (Staff Resource: A. Maldonado)

- Staff Presentation
- Owner's Presentation
- Those in Favor
- Those Against
- Owner's Rebuttal

Mayor Hollarn opened the public hearing at 7:00 pm on a request to rezone a tract of land in the Eli M. Thomason Survey, Abstract No. 827, TR 52 County of Johnson, Texas and being approximately 46.040 acres of land and locally known as 1200 CR 909, changing the zoning to the foregoing property from (A) Agricultural District to the (PD) Planned Development District to allow for a residential subdivision.

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

The approximate 46-acre tract of land has never been platted and has been zoned and used for agriculture with a single-family residence located on the property.

This property is zoned A – Agricultural District

The proposed development of this property is to allow for a Planned Development of approximately 143 single-family lots and three open spaces to be served by standard curb and gutter residential streets. A Homeowners Association will maintain the open spaces as well as the entry signs.

The applicant is requesting a Planned Development District and is meeting most of the requirements of the R-1 zoning district with the exception of the lot width and lot size as detailed in the “Zoning Requirement Comparison Table” shown in their proposal.

This proposal was first denied by the Planning and Zoning Commission on April 5, 2021, by a vote of 6-1. The applicant withdrew his application and revised his proposal according to the concerns of the Planning and Zoning Commission and the citizen comments. The applicant reapplied and went before the Planning and Zoning Commission on May 3, 2021, and was denied by a vote of 5-2. Since then, the applicant has updated his Planned Development proposal and has added a document showing the increases to the R-1 zoning regulations. These increases will drastically increase the look and the value of the homes built within this subdivision.

The requirements of a Detailed Site Plan include specific information related to engineering such as drainage and other transportation-related issues. Because this property requires to be final platted, the City has agreed that these matters may be part of the preliminary and final platting review process.

This request appears to meet the minimum requirements as set forth in the Subdivision Ordinance with the exception of the lot width and the lot size as stated above.

Owner's Presentation – Courtney Coates stated that he made several changes from the first presentation to the Planning and Zoning. Mr. Coates asked the City Council to consider approving the development.

Those in Favor: NA

Those Against: NA

Owner's Rebuttal: NA

4. Discuss, consider, and possible action on Ordinance approving a request to rezone a tract of land in the Eli M. Thomason Survey, Abstract No. 827, TR 52 County of Johnson, Texas and being approximately 46.040 acres of land and locally known as 1200 CR 909, changing the zoning to the foregoing property from (A) Agricultural District to the (PD) Planned Development District to allow for a residential subdivision. (Staff Resource: A. Maldonado)

Mayor Hollarn announced that the City Council will recess into Executive Session at 7:10 for private consultation with City Attorney Welch.

Mayor Hollarn announced the meeting is reconvened into a regular session at 7:20 pm.

Councilmember Kimble moved to approve Ordinance approving a request to rezone a tract of land in the Eli M. Thomason Survey, Abstract No. 827, TR 52 County of Johnson, Texas and being approximately 46.040 acres of land and locally known as 1200 CR 909, changing the zoning to the foregoing property from (A) Agricultural District to the (PD) Planned Development District to allow for a residential subdivision. Councilmember Fleming seconded the motion. The motion passed unanimously.

5. Public hearing on a request for a waiver to reduce a gas well setback by 100 feet upon a property located at 1001 Stadium Drive, Joshua, Johnson County, Texas, more particularly known as a tract of land in the McKinney & Williams Survey, Abstract No. 636, TR 14A County of Johnson, Texas and being approximately 17.8290 acres of land to allow for a residential subdivision known as Cooper Valley, Phase 5 that has eleven (11) proposed lots affected by the gas well located at 1113 Stadium Drive. (Staff Resource: A. Maldonado)
 - Staff Presentation
 - Owner's Presentation
 - Those in Favor
 - Those Against
 - Owner's Rebuttal

Mayor Hollarn opened the public hearing at 7:22 pm on a request for a waiver to reduce a gas well setback by 100 feet upon a property located at 1001 Stadium Drive, Joshua, Johnson County, Texas, more particularly known as a tract of land in the McKinney & Williams Survey, Abstract No. 636, TR 14A County of Johnson, Texas and being approximately 17.8290 acres of land to allow for a residential subdivision known as Cooper Valley, Phase 5 that has eleven (11) proposed lots affected by the gas well located at 1113 Stadium Drive.

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

The approximate 17.8290-acre tract of land has been preliminary platted and is in the process of a final plat but is affected by a gas well located on the property to the east of the proposed subdivision.

This property is zoned PD – Planned Development District

Per City Ordinance, a 600-foot setback distance from an existing gas well is required for any protected use. The applicant is requesting a 100-foot waiver to reduce the setback to 500-feet to allow homes to be constructed on the 11 affected lots.

Owner's Presentation- Dan Thomas stated that he was available for any questions.

Those in Favor- NA

Those Against-NA

Owner's Rebuttal-NA

After no more comments, Mayor Hollarn closed the public hearing at 7:25 pm.

6. Discuss, consider, and possible action on a request for a waiver to reduce a gas well setback by 100 feet upon a property located at 1001 Stadium Drive, Joshua, Johnson County, Texas, more particularly known as a tract of land in the McKinney & Williams Survey, Abstract No. 636, TR 14A County of Johnson, Texas and being approximately 17.8290 acres of land to allow for a residential subdivision known as Cooper Valley, Phase 5 that has eleven (11) proposed lots affected by the gas well located at 1113 Stadium Drive. (Staff Resource: A. Maldonado)

Councilmember Kimble moved to approve a request for a waiver to reduce a gas well setback by 100 feet upon a property located at 1001 Stadium Drive, Joshua, Johnson County, Texas, more particularly known as a tract of land in the McKinney & Williams Survey, Abstract No. 636, TR 14A County of Johnson, Texas and being approximately 17.8290 acres of land to allow for a residential subdivision known as Cooper Valley, Phase 5 that has eleven (11) proposed lots affected by the gas well located at 1113 Stadium Drive. Councilmember Breitenstein seconded the motion. The motion passed unanimously.

7. Discuss, consider, and possible action on approving the expenditure of \$3800.00 to Johnson County for Brush Cuts for C.R. 909. (Staff Resource: M. Peacock)

Councilmember Kidd moved to approve the expenditure of \$3800.00 to Johnson County for Brush Cuts for C.R. 909. Councilmember Nichols seconded the motion. The motion passed unanimously.

8. Discuss, consider, and possible action on approving the expenditure of \$6,380.00 to Johnson County for micro-surfacing the street surfaces for CR 800A and Joshua Blvd. (Staff Resource: M. Peacock.)

Councilmember Fleming moved to approve the expenditure of \$6,380.00 to Johnson County for micro-surfacing the street surfaces for CR 800A and Joshua Blvd. Councilmember Breitenstein seconded the motion. The motion passed unanimously.

9. Discuss, consider, and possible action on board appointments. (Staff Resource: A. Holloway)

Councilmember Breitenstein moved to appoint Julian Torres as Alternate 2 on the Planning & Zoning Commission. Councilmember Kimble seconded the motion. The motion passed unanimously.

Councilmember Breitenstein moved to appoint Jennifer Hancock to serve place 2 on the Zoning Board of Adjustment. Councilmember Kimble seconded the motion. The motion passed unanimously.

H. STAFF REPORT

April 2021

1. Police Department Report

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

I. EXECUTIVE SESSION

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

1. Pursuant to Section 551.071 of the Texas Government Code, consultation with the City Attorney regarding legal issues associated with Articles III and IV of the City Charter, and all matters incident and related thereto.
2. Pursuant to Section 551.071 of the Texas Government Code, consultation with the City Attorney regarding legal issues associated with critical incident management, and all matters incident and related thereto.

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 8:37 pm.

No action was taken as a result of 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. Any Councilmember may, however, state an issue and a request that this issue is placed on a future agenda.

L. ADJOURNMENT

Mayor Hollarn adjourned the meeting at 8:38 pm.

Joe Hollarn, Mayor

ATTEST:

Alice Holloway, TRMC
City Secretary

Approved: June 17, 2021



City Council Agenda June 17, 2021

Agenda Item:F2 Ordinance (Action Item)
The Interlocal Purchasing Service

Agenda Description:

The Interlocal Purchasing Services (TIPS) Agreement is a program established with the Region 8 Education Service Center and is a cooperative purchasing program available to all Texas State, City or County Government Agencies.

.

Background Information:

This is a interlocal purchasing agreement that allows purchases without the bidding process on items such as state computer contracts, office supplies, furniture, electronic equipment and other items.

Financial Information:

Could reduce purchases by purchasing off of contracted items under this agreement.

City Contact and Recommendations:

Mike Peacock, City Manager

Staff has no recommendation on this item.

Attachments:

AN INTERLOCAL AGREEMENT
Between Region 8 Education Service Center and a
TEXAS PUBLIC ENTITY OR LOCAL GOVERNMENT
(School, College, University, State, City, County, or Other Political Subdivision)

City of Joshua
TEXAS PUBLIC ENTITY NAME

 -
Control Number (TIPS will Assign)
Schools enter County-District Number

Region 8 Education Service Center
Pittsburg, Texas

225 - 950
County-District Number

Texas Education Code §8.002 permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university operations. Authority for an Interlocal agreement to provide such services is granted under Texas Government Code § 791 *et seq* as amended. Cooperative Purchasing Services under this agreement are extended to all Texas State, City or County Government Agencies, or any other legally eligible Local Government Entity as defined in the Texas Government Code § 791.003.

This Interlocal Agreement (hereinafter the "Agreement") is effective June 18, 2021 and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be determined for cause at any time upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

Statement of Services to be Performed:

Region 8 Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public entity through a Program known as The Interlocal Purchasing System (TIPS) Program.

The purpose of the TIPS Program shall be to improve procurement process efficiencies and assist in achieving best value for participating School District, University, College, Community College, City, County or Other Public Agencies through cooperative purchasing.

Roles of the TIPS Purchasing Cooperative:

- Provide for the organizational structure of the program.
- Provide staff for efficient operation of the program.
- Promote marketing of the TIPS Program.
- Coordinate the Competitively Bid Process for all Vendor Awarded Contracts.
- Provide members with procedures for placing orders through TIPS PO System.
- Maintain filing system for Due Diligence Documentation.
- Collect fees from vendors to support the costs of operations of TIPS.

Role of the Public Entity:

- Commit to participate in the program by an authorized signature on membership forms.
- Designate a Primary Contact and Secondary Contact for entity.

- Commit to purchase products and services from TIPS Vendors when in the best interest of the entity.
- Submit Purchase Orders and/or Vendor Contracts through the TIPS PO System by emailing the pdf document to tipspo@tips-usa.com.
- Accept shipments of products ordered from Awarded Vendors.
- Process Payments to Awarded Vendors in a timely manner.

General Provisions:

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of RESC 8 are located which is Camp County, Texas.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from legally appropriated and budgeted available funds for the current fiscal year of each such entity.

No jointly owned property shall be created by this agreement and, therefore, no provision to dispose of jointly held property is required.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation. The site of the mediation shall be in Camp County, Texas or a site mutually agreed by the parties. The selection of the mediator shall be mutually agreed. The cost of mediation shall be shared equally. No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by electronic means and the terms and conditions agreed to are binding upon the Parties.

Authorization:

into an Agreement to provide cooperative purchasing opportunities to public agencies.
This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551.
(If required by the entity.)

The individuals signing below are authorized to do so by the respective parties to this Agreement.

Member Entity:

Purchasing Cooperative Lead Agency:

City of Joshua
Entity or District Name

Region 8 Education Service Center

By: _____
Authorized Signature

By: _____
Authorized Signature

Print Name: Michael Peacock

Dr. David Fitts
Title: Executive Director Region 8 ESC

Title: City Manager

06/18/2021
Date

Date

Public Entity Contact Information

Shauna Torres
Primary Purchasing Person Name

(817)641-7526
Fax Number

101 South Main Street
Street Address

storres@cityofjoshuatx.us
Primary Person Email Address

Joshua, TX. 76058
City, State Zip

Amber Bransom
Secondary Person Name

(817)558-7447
Telephone Number

abransom@cityofjoshuatx.us
Secondary Person Email Address

The state of Texas requires an Interlocal Agreement be approved by the respective entities governing board. You may email completed Interlocal Agreement to tips@tips-usa.com.



City Council Agenda June 17, 2021

Agenda Item:G1 Minute Resolution (Action Item)

Agenda Description:

Discuss, consider, and possible action on appointment of Mayor Pro Tem to serve a one (1) year term.

Background Information:

Joshua City Charter Section 3.03 states that the City Council shall elect one of its members Mayor Pro Tem to serve a one (1) year term. The Mayor Pro Tem shall act as Mayor in the absence of the Mayor and shall have the same duties and powers as the Mayor when doing so.

Financial Information:

No cost associated with the appointment.

City Contact and Recommendations:

Alice Holloway, City Secretary

Staff has no recommendation on this item.

Attachments:

NA



City Council Agenda June 17, 2021

Agenda Item: G2 & 3

Rezone

(Action Item)

Agenda Description:

Conduct a public hearing and consider approval for a rezone regarding a 0.593 acre of land known as Lt. 1, Blk.1, East Hills Addition in the J.H. Cooper Survey, Abstract No. 145, County of Johnson, Texas located at 402 Conveyor Drive to change from (C-1) Restricted Commercial District to the (R2) Two Family Residential District to allow for the construction of a duplex after the property is subdivided.

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

Background Information:

HISTORY: The property was originally platted as Lot 1, Block 1 East Hills Addition. The Future Land Use Map shows this area as a Low-Density Residential area. The property currently has a house facing Conveyor Drive. The subdivision of this lot will require the existing house to meet all setbacks including the rear yard setback.

ZONING: This property is zoned C-1, Restricted Commercial

ANALYSIS: The proposed development of this property is to allow for the property to be subdivided for the construction of a duplex.

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

RECOMMENDATION: The proposed request complies with the Future Land Use Plan. The Planning & Zoning Commission has made a recommendation for approval on June 7, 2021.

Financial Information:

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

City Contact:

Aaron Maldonado, Development Services Director

Attachments:

- 1) Rezone Application
- 2) Request Letter
- 3) Legal Description
- 4) Maps
- 5) Ordinance

City of Joshua Development Services Universal Application

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

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

PROJECT INFORMATION

Project Name: BENNY BRANSON

Project Address (Location): 402 CONVEYOR DR

Existing Zoning: C-1 Proposed Zoning: R-2

Existing Use: residential Proposed Use: duplex

Existing Comprehensive Plan Designation: _____ Gross Acres: 3/4

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

APPLICANT INFORMATION

Applicant: BENNY BRANSON Company: _____

Address: 7909 CR 804 Tel: 817-929-9926 Fax: _____

City: Burleson State: TX ZIP: 76028 Email: _____

Property Owner: Same Company: _____

Address: _____ Tel: _____ Fax: _____

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

Key Contact: Same Company: _____

Address: _____ Tel: _____ Fax: _____

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

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

SIGNATURE: Benny Branson

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

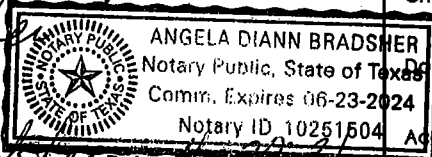
Print or Type Name: BENNY BRANSON

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

Given under my hand and seal of office on this 30 day of April 2021

Notary Public

Signature: Angela Diann Bradsher



Date: 4-30-21

For Departmental Use Only

Case No.: 22-2021-06

Project Manager: NF

Total Fee(s): \$500-

Check No.: 1003

Date Submitted: _____

Accepted By: gm

Date of Complete Application: _____

April 20, 2021

To whom it may concern,

My request to rezone the property located at 402 Conveyor Drive is to make two lots and build a duplex to match the surrounding development.

Sincerely,

Benny Bransom

A handwritten signature in black ink that reads "Benny Bransom". The signature is written in a cursive style with a large, prominent "B" and a long, sweeping underline.

Being a 0.593 acre tract of land out of the J. H. COOPER SURVEY, ABSTRACT NO. 145, in Johnson County, Texas and being a portion of Lot 1, Block 1, Easthill Addition, an Addition to the City of Joshua, Johnson County, Texas, according to the plat recorded in Volume 426, Page 643, Plat Records, Johnson County, Texas, and being more particularly described by metes and bounds as follows;

BEGINNING at a 1/2 inch iron pin found in the south line of Conveyor Drive (Farm to Market Highway No. 917) and in the north line of said Lot 1, said pin being South 89 degrees, 15 minutes, 19 seconds West, 50.00 feet from the northeast corner of said Lot 1 and at the northwest corner of Honey Bee Drive;

THENCE along the westerly line of said Honey Bee Drive;
Southerly along a curve to the right having a radius of 188.85 feet, an arc distance of 93.52 feet to a 1/2 inch iron pin found at the end of said curve and the beginning of a curve to the left having a radius of 279.18 feet, southerly along said curve to the left, an arc distance of 107.17 feet to a 1/2 inch found at the end of said curve, and South 03 degrees, 14 minutes, 05 seconds East, a distance of 19.58 feet to a 3/8 inch iron pin found for corner at the northeast corner of Lot 1, Block 1, Royal Addition, Phase II, an addition to the City of Joshua according to the plat recorded in Volume 8, Page 545, Plat Records, Johnson County, Texas;

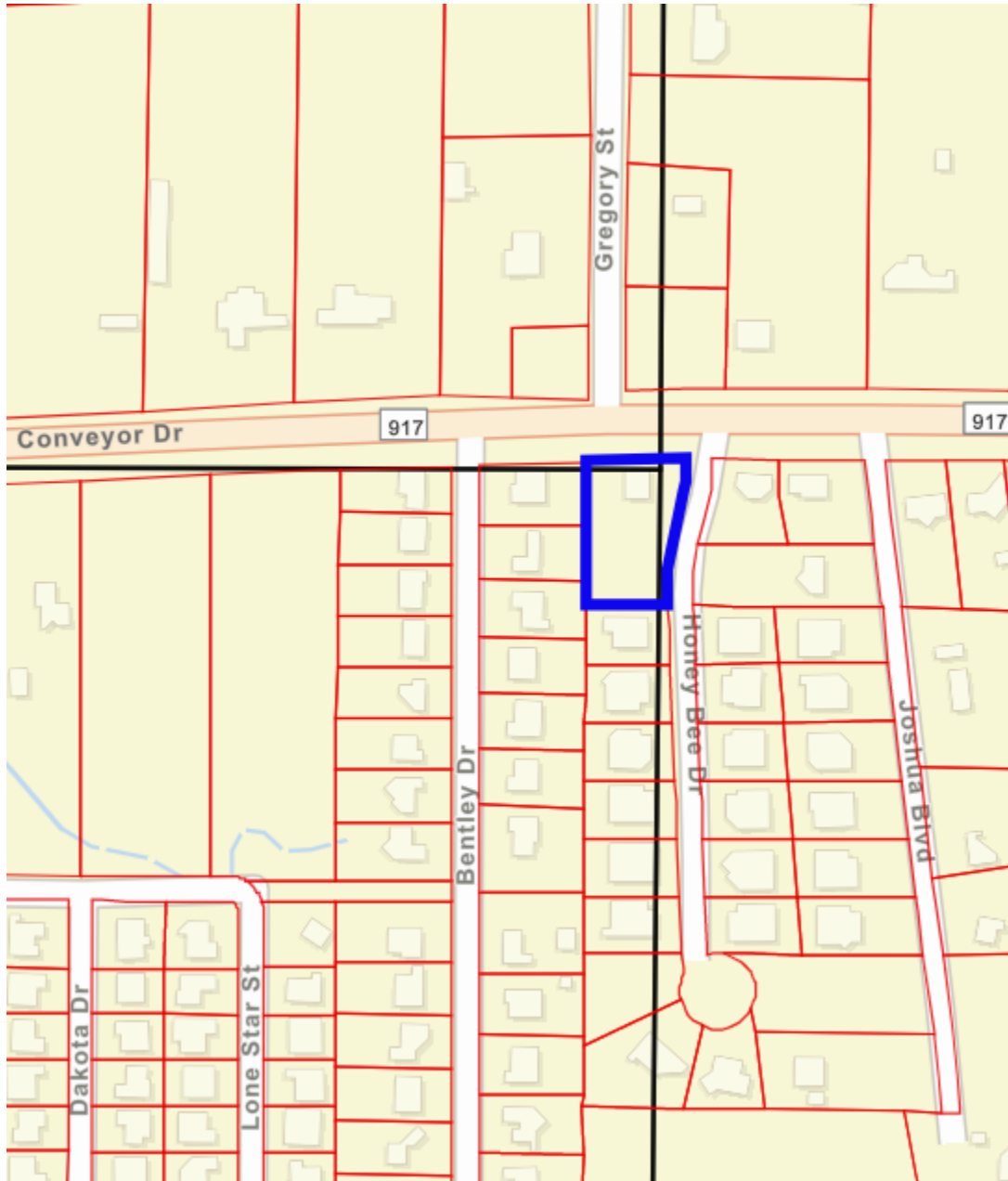
THENCE North 89 degrees, 35 minutes, 15 seconds West, along the north line of said Lot 1, a distance of 107.61 feet to a 5/8 inch iron pin found for corner at the northwest corner of said Lot 1 and in the east line of Block 4, Bentley Addition to the City of Joshua according to the plat recorded in Volume 8, Page 44, Plat Records, Johnson County, Texas;

THENCE North 00 degrees, 59 minutes 42 seconds West, along the east line of said Lot 1, a distance of 274.39 feet to a 1/2 inch iron pin found for corner at the northeast corner of said Lot 1 and in the south line of said Conveyor Drive;

THENCE North 89 degrees, 15 minutes, 19 seconds East, along the south line of said Conveyor Drive, a distance of 132.01 feet to the POINT OF BEGINNING and containing 0.593 acres of land.



Vicinity Map





Aerial Map



CITY OF JOSHUA, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF JOSHUA, TEXAS, BY CHANGING THE ZONING ON PROPERTY LOCALLY KNOWN AS 402 CONVEYOR DRIVE IN THE CITY OF JOSHUA, TEXAS, CONSISTING OF APPROXIMATELY 0.593 ACRES OF LAND MORE PARTICULARLY DESCRIBED AS LT. 1, BLK. 1, EAST HILLS ADDITION, J.H. COOPER SURVEY, ABSTRACT NO. 145 IN THE CITY OF JOSHUA, JOHNSON COUNTY, TEXAS, FROM THE (C-1) RESTRICTED COMMERCIAL DISTRICT, TO THE (R2) TWO FAMILY RESIDENTIAL DISTRICT. REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 1

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

SECTION 2

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

That the property locally known as 402 Conveyor Drive, more particularly described as Lt. 1, Blk. 1, East Hill Addition, Abstract No. 145, J.H. Cooper Survey in the City of Joshua, Johnson County, Texas, presently zoned as Restricted Commercial District (C-1) District is hereby changed to Two Family Residential District (R-2) subject to a pursuant to the terms and provisions of the City's Zoning Ordinance, contained in Exhibit A to Chapter 14 of the City's Code of Ordinances.

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6

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

DULY PASSED AND APPROVED by the City Council of the City of Joshua, Texas, this the 17th day of June, 2021.

Joe Hollarn, Mayor

ATTEST:

Alice Holloway, City Secretary

APPROVED AS TO FORM:

Terrence S. Welch, City Attorney

Attachments:

City of Joshua

101 S Main ST
Joshua, TX 76058

Page 1

Site Code: 00000018

Station ID:

Clubhouse@MVCC

Lakeaire

Latitude: 0' 0.0000 South

Volume Sorted By Speed for 27-May-21 to 03-Jun-21

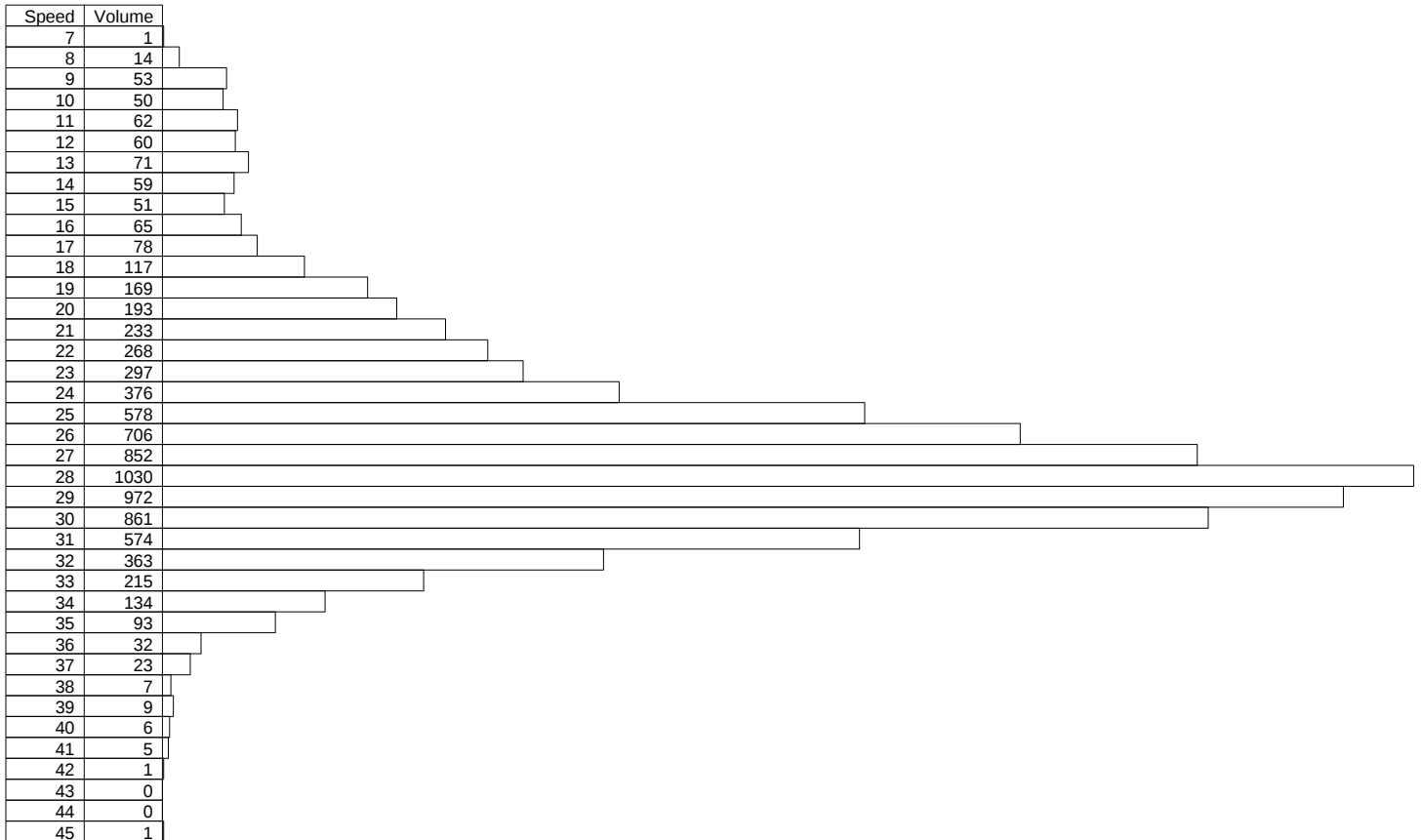
Direction: Combined

Speed	Volume
7	1
8	14
9	54
10	53
11	70
12	70
13	92
14	74
15	72
16	89
17	131
18	161
19	246
20	317
21	420
22	484
23	583
24	718
25	965
26	1190
27	1468
28	1700
29	1792
30	1693
31	1457
32	1178
33	833
34	664
35	474
36	294
37	191
38	101
39	69
40	45
41	24
42	11
43	9
44	3
45	6
46	0
47	2
48	1
49	0
50	0
51	1

Site Code: 00000018
Station ID:
Clubhouse@MVCC
Lakeaire
Latitude: 0' 0.0000 South

Volume Sorted By Speed for 27-May-21 to 03-Jun-21

Direction: Direction 1



Site Code: 00000018
Station ID:
Clubhouse@MVCC
Lakeaire
Latitude: 0' 0.0000 South

Volume Sorted By Speed for 27-May-21 to 03-Jun-21

Direction: Direction 2

Speed	Volume
9	1
10	3
11	8
12	10
13	21
14	15
15	21
16	24
17	53
18	44
19	77
20	124
21	187
22	216
23	286
24	342
25	387
26	484
27	616
28	670
29	820
30	832
31	883
32	815
33	618
34	530
35	381
36	262
37	168
38	94
39	60
40	39
41	19
42	10
43	9
44	3
45	5
46	0
47	2
48	1
49	0
50	0
51	1

City of Joshua

101 S Main ST
Joshua, TX 76058

Speed Enforcement Evaluator

Location:
Clubhouse@MVCC

**Total Percentage of
Enforceable Violations**

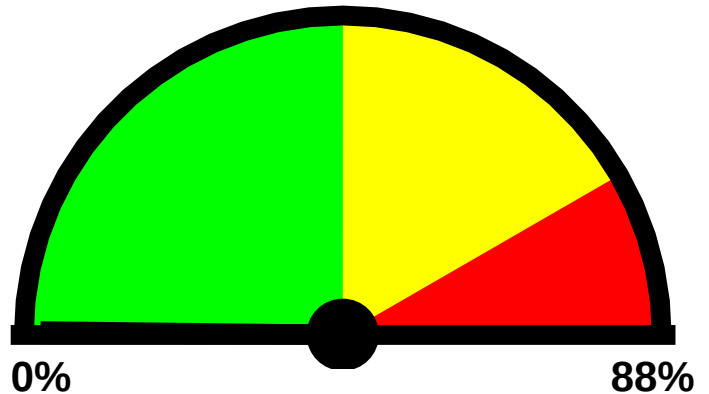
Closest Cross Street:
Lakeaire

Analysis Dates:
Thursday, May 27, 2021
Thursday, June 03, 2021

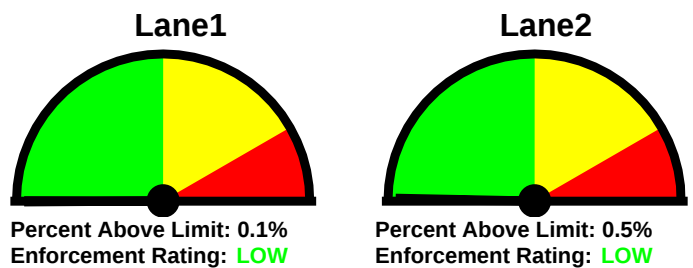
Equipment Used:
Jamar

Installed By:
Kristin Hubacek

Requested By:
Mike Peacock



Posted Speed Limit: 30 MPH
Enforcement Tolerance: 10 MPH
Enforcement Limit: 41 MPH & Up
Percentage Above Limit: 0.3%
Enforcement Rating: **LOW**



Combined

1-5	6-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	>65
0	122	378	944	3170	7843	4606	700	53	3	1	0	0	0

85 percentile = 32

Lane1

1-5	6-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	>65
0	118	303	622	1752	4421	1379	77	7	0	0	0	0	0

85 percentile = 30

Lane2

1-5	6-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	>65
0	4	75	322	1418	3422	3227	623	46	3	1	0	0	0

85 percentile = 33



City Council Agenda

June 17, 2021

Agenda Item: Adoption of Additional 457b Plan – ICMA-RC

Agenda Description:

Discuss, consider, and take action on the adoption of an additional 457b plan with ICMA-RC.

Background Information:

Currently, the City of Joshua only has one plan option available for its employees. This plan is through Tack Advisers. I would like to add some diversity to our retirement options by adding an additional, more common plan option that offers lower administration fees and no annual fee.

Financial Information:

There is no cost to providing this additional plan. The city will not contribute to this plan, it consists of employee contributions only.

City Contact and Recommendations:

Amber Bransom, Assistant City Manager
Staff recommends approval

Attachments:

- 1) ICMA-RC Administrative Services Agreement

ADMINISTRATIVE SERVICES AGREEMENT

Between

ICMA Retirement Corporation

and

City of Joshua TX

Type: **457**

Account #: **305002**

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement"), made as of this day, (please enter date) June 18, 2021, (herein referred to as the "Inception Date"), between the International City Management Association Retirement Corporation ("ICMA-RC"), a nonprofit corporation organized and existing under the laws of the State of Delaware, and the **City of Joshua TX** ("Employer"), an **Entity** organized and existing under the laws of the State of **Texas** with an office at **101 South Main Street, Joshua, Texas 76058**.

RECITALS

Employer acts as public plan sponsor of a retirement plan ("Plan"), and in that capacity, has responsibility to obtain administrative services and investment alternatives for the Plan;

VantageTrust is a group trust established and maintained in accordance with New Hampshire Revised Statutes Annotated section 391:1 and Internal Revenue Service Revenue Ruling 81-100, 1981-1 C.B. 326, which provides for the commingled investment of retirement funds;

ICMA-RC, or its wholly owned subsidiary, acts as investment adviser to VantageTrust Company, LLC, the Trustee of VantageTrust;

ICMA-RC has designed, and VantageTrust offers, a series of separate funds (the "Funds") for the investment of plan assets as referenced in VantageTrust's principal disclosure documents, the VantageTrust Disclosure Memorandum and the Funds' Fact Sheets (together, "VT Disclosures"); and

ICMA-RC provides a range of services to public employers for the operation of employee retirement plans including, but not limited to, communications concerning investment alternatives, account maintenance, account recordkeeping, investment and tax reporting, transaction processing, and benefit disbursement.

AGREEMENTS

1. Appointment of ICMA-RC

Employer hereby appoints ICMA-RC as Administrator of the Plan to perform all nondiscretionary functions necessary for the administration of the Plan. The functions to be performed by ICMA-RC shall be those set forth in Exhibit A to this Agreement.

2. Adoption of VantageTrust

Employer has adopted the Declaration of Trust of VantageTrust Company and agrees to the commingled investment of assets of the Plan within VantageTrust. Employer agrees that the investment, management, and distribution of amounts deposited in VantageTrust shall be subject to the Declaration of Trust, as it may be amended from time to time and shall also be subject to terms and conditions set forth in disclosure documents (such as the VT Disclosures or Employer Bulletins) as those terms and conditions may be adjusted from time to time.

3. Employer Duty to Furnish Information

Employer agrees to furnish to ICMA-RC on a timely basis such information as is necessary for ICMA-RC to carry out its responsibilities as Administrator of the Plan, including information needed to allocate individual participant accounts to Funds in VantageTrust, and information as to the employment status of participants, and participant ages, addresses, and other identifying information (including tax identification numbers). Employer also agrees that it will notify ICMA-RC in a timely manner regarding changes in staff as it relates to various roles. Such notification is to be completed through the online EZLink employer contact options. ICMA-RC shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of the Employer or any information relating to an individual participant or beneficiary that is furnished by such participant or beneficiary, and ICMA-RC shall not be responsible for any error arising from its reliance on such information. ICMA-RC will provide reports, statements and account information to the Employer through EZLink, the online plan administrative tool.

Employer is required to send in contributions through EZLink, the online plan administration tool provided by ICMA-RC. Alternative electronic methods may be allowed but must be approved by ICMA-RC for use. Contributions may not be sent through paper submittal documents.

To the extent Employer selects third-party funds that do not have fund profile information provided to ICMA-RC through electronic data feeds from external sources (such as Morningstar) or third-party fund providers, the Employer is responsible for providing to ICMA-RC timely fund investment updates for disclosure to Plan participants. Such updates may be provided to ICMA-RC through the Employer's investment consultant or other designated representative.

4. ICMA-RC Representations and Warranties

ICMA-RC represents and warrants to Employer that:

- (a) ICMA-RC is a non-profit corporation with full power and authority to enter into this Agreement and to perform its obligations under this Agreement. The ability of ICMA-RC, or its wholly owned subsidiary, to serve as investment adviser to VantageTrust Company is dependent upon the continued willingness of VantageTrust Company for ICMA-RC, or its wholly owned subsidiary, to serve in that capacity.
- (b) ICMA-RC is an investment adviser registered as such with the U.S. Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended.
- (c) ICMA-RC shall maintain and administer the Plan in accordance with the requirements for eligible deferred compensation plans under Section 457 of the Internal Revenue Code and other applicable federal law; provided, however, that ICMA-RC shall not be responsible for the eligible status of the Plan in the event that the Employer directs ICMA-RC to administer the Plan or disburse assets in a manner inconsistent with the requirements of Section 457 or otherwise causes the Plan not to be carried out in accordance with its terms. Further, in the event that the Employer uses its own customized plan document, ICMA-RC shall not be responsible for the eligible status of the Plan to the extent affected by terms in the Employer's plan document that differ from those in ICMA-RC's model plan document. ICMA-RC shall not be responsible for monitoring state or local law applicable to retirement plans or for administering the Plan in compliance with local or state requirements regarding plan administration unless Employer notifies ICMA-RC of any such local or state requirements.

5. Employer Representations and Warranties

Employer represents and warrants to ICMA-RC that:

- (a) Employer is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and perform its obligations under this Agreement and to act for the Plan and participants in the manner contemplated in this Agreement. Execution, delivery, and performance of this Agreement will not conflict with any law, rule, regulation or contract by which the Employer is bound or to which it is a party.
- (b) Employer understands and agrees that ICMA-RC's sole function under this Agreement is to act as recordkeeper and to provide administrative, investment or other services at the direction of Plan participants, the Employer, its agents or designees in accordance with the terms of this Agreement. Under the terms of this Agreement, ICMA-RC does not render

investment advice, is neither the "Plan Administrator" nor "Plan Sponsor" as those terms are defined under applicable federal, state, or local law, and does not provide legal, tax or accounting advice with respect to the creation, adoption or operation of the Plan and its related trust. ICMA-RC does not perform any service under this Agreement that might cause ICMA-RC to be treated as a "fiduciary" of the Plan under applicable law, except, and only, to the extent that ICMA-RC provides investment advisory services to individual participants enrolled in Guided Pathways Advisory Services.

- (c) Employer acknowledges and agrees that ICMA-RC does not assume any responsibility with respect to the selection or retention of the Plan's investment options. Employer shall have exclusive responsibility for the Plan's investment options, including the selection of the applicable mutual fund share class. Where applicable, Employer understands that the VT Retirement Income Advantage Fund is an investment option for the Plan and that the fund invests in a separate account available through a group variable annuity contract. By entering into this Agreement, Employer acknowledges that it has received the Important Considerations document and the VT Disclosures and that it has read the information therein concerning the VT Retirement Income Advantage Fund.
- (d) Employer acknowledges that certain such services to be performed by ICMA-RC under this Agreement may be performed by an affiliate or agent of ICMA-RC pursuant to one or more other contractual arrangements or relationships, and that ICMA-RC reserves the right to change vendors with which it has contracted to provide services in connection with this Agreement without prior notice to Employer.
- (e) Employer approves the use of its Plan in ICMA-RC external media, publications and materials. Examples include press releases announcements and inclusion of the general plan information in request for proposal responses.

6. Participation in Certain Proceedings

The Employer hereby authorizes ICMA-RC to act as agent, to appear on its behalf, and to join the Employer as a necessary party in all legal proceedings involving the garnishment of benefits or the transfer of benefits pursuant to the divorce or separation of participants in the Plan. Unless Employer notifies ICMA-RC otherwise, Employer consents to the disbursement by ICMA-RC of benefits that have been garnished or transferred to a former spouse, current spouse, or child pursuant to a domestic relations order or child support order.

7. Compensation and Payment

- (a) **Plan Administration Fee.** The amount to be paid for plan administration services under this Agreement shall be **0.55%** per annum of the amount of

Plan number 305002

Plan assets invested in VantageTrust. Such fee shall be computed based on average daily net Plan assets in VantageTrust.

- (b) **Compensation for Management Services to VantageTrust, Compensation for Advisory and other Services to the VT III Vantagepoint Funds and Payments from Third-Party Mutual Funds.** Employer acknowledges that, in addition to amounts payable under this Agreement, ICMA-RC, or its wholly owned subsidiary, receives fees from VantageTrust for investment advisory services and plan and participant services furnished to VantageTrust. Employer further acknowledges that ICMA-RC, including certain of its wholly owned subsidiaries, receives compensation for advisory and other services furnished to the VT III Vantagepoint Funds, which serve as the underlying portfolios of a number of Funds offered through VantageTrust. For a VantageTrust Fund that invests substantially all of its assets in a third-party mutual fund not affiliated with ICMA-RC, ICMA-RC or its wholly owned subsidiary receives payments from the third-party mutual fund families or their service providers in the form of 12b-1 fees, service fees, compensation for sub-accounting and other services provided based on assets in the underlying third-party mutual fund. These fees are described in the VT Disclosures and ICMA-RC's fee disclosure statement. In addition, to the extent that third party mutual funds are included in the investment line-up for the Plan, ICMA-RC receives administrative fees from its third party mutual fund settlement and clearing agent for providing administrative and other services based on assets invested in third party mutual funds; such administrative fees come from payments made by third party mutual funds to the settlement and clearing agent.
- (c) **Redemption Fees.** Redemption fees imposed by outside mutual funds in which Plan assets are invested are collected and paid to the mutual fund by ICMA-RC. ICMA-RC remits 100% of redemption fees back to the specific mutual fund to which redemption fees apply. These redemption fees and the individual mutual fund's policy with respect to redemption fees are specified in the prospectus for the individual mutual fund and referenced in the VT Disclosures.
- (d) **Payment Procedures.** All payments to ICMA-RC pursuant to this Section 7 shall be made from Plan assets held by VantageTrust or received from third-party mutual funds or their service providers in connection with Plan assets invested in such third-party mutual funds, to the extent not paid by the Employer. The amount of Plan assets administered by ICMA-RC shall be adjusted as required to reflect any such payments as are made from the Plan. In the event that the Employer agrees to pay amounts owed pursuant to this Section 7 directly, any amounts unpaid and outstanding after 30 days of invoice to the Employer shall be withdrawn from Plan assets.

The compensation and payment set forth in this Section 7 are contingent upon the Employer's use of ICMA-RC's EZLink system for contribution processing and submitting contribution funds by ACH or wire transfer on a consistent basis over the term of this Agreement.

8. Contribution Remittance

Employer understands that amounts invested in the Plan are to be remitted directly to Vantagepoint Transfer Agents in accordance with instructions provided to Employer by ICMA-RC and are not to be remitted to ICMA-RC. In the event that any check or wire transfer is incorrectly labeled or transferred to ICMA-RC, ICMA-RC may return it to Employer with proper instructions.

9. Indemnification

ICMA-RC shall not be responsible for any acts or omissions of any person with respect to the Plan or its related trust, other than ICMA-RC in connection with the administration or operation of the Plan. Employer shall indemnify ICMA-RC against, and hold ICMA-RC harmless from, any and all loss, damage, penalty, liability, cost, and expense, including without limitation, reasonable attorney's fees, that may be incurred by, imposed upon, or asserted against ICMA-RC by reason of any claim, regulatory proceeding, or litigation arising from any act done or omitted to be done by any individual or person with respect to the Plan or its related trust, excepting only any and all loss, damage, penalty, liability, cost or expense resulting from ICMA-RC's negligence, bad faith, or willful misconduct.

10. Term

This Agreement shall be in effect and commence on the date all parties have signed and executed this Agreement ("Inception Date"). This Agreement may be terminated without penalty by either party on sixty days advance notice in writing to the other; provided however, that the Employer understands and acknowledges that, in the event the Employer terminates this Agreement (or replaces the Vantagepoint PLUS Fund, offered by VantageTrust, as an investment option in its investment line-up), ICMA-RC retains full discretion to release Plan assets invested in the Vantagepoint PLUS Fund in an orderly manner over a period of up to 12 months from the date ICMA-RC receives written notification from the Employer that it has made a final and binding selection of a replacement for ICMA-RC as administrator of the Plan (or a replacement investment option for the Vantagepoint PLUS Fund).

11. Amendments and Adjustments

- (a) This Agreement may be amended by written instrument signed by the parties.
- (b) ICMA-RC may modify this agreement by providing 60 days' advance written notice to the Employer prior to the effective date of such proposed modification. Such modification shall become effective unless, within the 60-day notice period, the Employer notifies ICMA-RC in writing that it objects to such modification.

- (c) The parties agree that enhancements may be made to administrative services under this Agreement. The Employer will be notified of enhancements through the Employer Bulletin, quarterly statements, electronic messages or special mailings. Likewise, if there are any reductions in fees, these will be announced through the Employer Bulletin, quarterly statement, electronic messages or special mailing.

12. Notices

Unless otherwise provided in this Agreement, all notices required to be delivered under this Agreement shall be in writing and shall be delivered, mailed, e-mailed or faxed to the location of the relevant party set forth below or to such other address or to the attention of such other persons as such party may hereafter specify by notice to the other party.

ICMA-RC: Legal Department, ICMA Retirement Corporation, 777 North Capitol Street, N.E., Suite 600, Washington, D.C., 20002-4240
Facsimile: (202) 962-4601

Employer: at the office set forth in the first paragraph hereof, or to any other address, facsimile number or e-mail address designated by the Employer to receive the same by written notice similarly given.

Each such notice, request or other communication shall be effective: (i) if given by facsimile, when transmitted to the applicable facsimile number and there is appropriate confirmation of receipt; (ii) if given by mail or e-mail, upon transmission to the designated address with no indication that such address is invalid or incorrect; or (iii) if given by any other means, when actually delivered at the aforesaid address.

13. Complete Agreement

This Agreement shall constitute the complete and full understanding and sole agreement between ICMA-RC and Employer relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations of each party to the other as of its date. This Agreement supersedes all written and oral agreements, communications or negotiations among the parties. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

14. Titles

The headings of Sections of this Agreement and the headings for each of the attached schedules are for convenience only and do not define or limit the contents thereof.

15. Incorporation of Exhibits

All Exhibits (and any subsequent amendments thereto), attached hereto, and referenced herein, are hereby incorporated within this Agreement as if set forth fully herein.

Plan number 305002

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of **Texas**, applicable to contracts made in that jurisdiction without reference to its conflicts of laws provisions.

In Witness Whereof, the parties hereto certify that they have read and understand this Agreement and all Schedules attached hereto and have caused this Agreement to be executed by their duly authorized officers as of the Inception Date first above written.

CITY OF JOSHUA TX

By _____
Signature/Date

By Michael Peacock - City Manager
Name and Title (Please Print)

**INTERNATIONAL CITY MANAGEMENT
ASSOCIATION RETIREMENT CORPORATION**

By 
Erica McFarquhar
Assistant Secretary

Please return an executed copy of the Agreement to a Delivery Address, either:

- (a) Via **DocuSign**
- (b) Electronically to PlanAdoptionServices@icmarc.org, or
- (c) In paper form to ICMA-RC
ATTN: PLAN ADOPTION SERVICES
777 North Capitol Street NE
Suite 600
Washington DC 20002-4240

Exhibit A**Administrative Services**

The administrative services to be performed by ICMA-RC under this Agreement shall be as follows:

- (a) Participant enrollment services are provided online. Employees will enroll online through a secure site or the Employer will enroll employees through EZLink.
- (b) Establishment of participant accounts for each employee participating in the Plan for whom ICMA-RC receives appropriate enrollment instructions. ICMA-RC is not responsible for determining if such Plan participants are eligible under the terms of the Plan.
- (c) Allocation in accordance with participant directions received in good order of individual participant accounts to investment funds offered under the Plan.
- (d) Maintenance of individual accounts for participants reflecting amounts deferred, income, gain or loss credited, and amounts distributed as benefits.
- (e) Maintenance of records for all participants for whom participant accounts have been established. These files shall include enrollment instructions (provided to ICMA-RC through Account Access or EZLink), beneficiary designation instructions and all other documents concerning each participant's account.
- (f) Provision of periodic reports to the Employer through EZLink. Participants will have access to account information through Participant Services, Voice Response System, Account Access, and TextAccess, and through quarterly statements that can be delivered electronically through Account Access or by postal service.
- (g) Communication to participants of information regarding their rights and elections under the Plan.
- (h) Making available Participant Services Representatives through a toll-free telephone number from 8:30 a.m. to 9:00 p.m. Eastern Time, Monday through Friday (excluding holidays and days on which the securities markets or ICMA-RC are closed for business (including emergency closings)), to assist participants.
- (i) Making available access to ICMA-RC's web site, to allow participants to access certain account information and initiate certain plan transactions at any time. Account access is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance. The scheduled maintenance window is outlined at <https://accountaccess.icmarc.org>.
- (j) Maintaining the security and confidentiality of client information through a system of controls including but not limited to, as appropriate: restricting plan and participant information only to those who need it to provide services, software and hardware security, access controls, data back-up and storage procedures, non-disclosure agreements, security incident response procedures, and audit reviews.

- (k) Making available access to ICMA-RC's plan sponsor EZLink web site to allow plan sponsors to access certain plan information and initiate plan transactions such as enrolling participants and managing contributions at any time. EZLink is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance. The scheduled maintenance window is outlined at <https://ezlink.icmarc.org>.
- (l) Distribution of benefits as agent for the Employer in accordance with terms of the Plan. Participants who have separated from service can request distributions through Account Access or via form.
- (m) Upon approval by the Employer that a domestic relations order is an acceptable qualified domestic relations order under the terms of the Plan, ICMA-RC will establish a separate account record for the alternate payee and provide for the investment and distribution of assets held thereunder.
- (n) Loans may be made available on the terms specified in the Loan Guidelines, if loans are adopted by the Employer. Participants can request loans through Account Access.
- (o) ICMA-RC will determine appropriate delivery method (electronic and/or print) for plan sponsor/participant communications and education based on a number of factors (audience, effectiveness, etc.).



City Council Agenda

June 17, 2021

Agenda Item: Purchasing Policy

Agenda Description:

Discuss, consider, and take action on the adoption of a new purchasing policy, last revised in 2011.

Background Information:

Prior to purchasing Fundview the City's main operating system, Incode was capable of encumbering funds for future purchases. Since changing software, Fundview does not have the ability to encumber funds. In an effort to increase purchasing efficiency, this policy removes the requirement for purchase orders for expenditures below \$500. Additionally, establishes procedures for purchases and better defines purchasing authority at the department head and City Manager levels.

Moreover, the updated policy addresses updates to the required utilization of Historically Underutilized Businesses (HUBs), further defines awards of bids and contracts, change orders, preferences for use of local businesses, utilization of cooperative purchasing groups, and various legal requirements not covered in previous versions of the City's purchasing policies.

Financial Information:

There is no cost associated with the update of this policy. However, it does offer significant financial value to the City of Joshua by ensuring that staff has clearly defined purchasing procedures and establishes thresholds for the procurement of goods and services.

City Contact and Recommendations:

Amber Bransom, Assistant City Manager
Staff recommends approval

Attachments:

- 1) Current Purchasing Policy
- 2) Revised Purchasing Policy



PURCHASING POLICY

City of Joshua, Texas

Effective June 17, 2021

STATEMENT OF GENERAL POLICY

It is the policy of the City of Joshua that all purchasing shall be conducted strictly on the basis of economic and business merit. This policy is intended to promote the best interest of the citizens of the City of Joshua, Texas.

It is important to remember that City purchasing operates in full view of the public. In order to assure an open purchasing process and economy in purchasing, the Joshua City Council has determined that competitive bidding will be used as much as possible in the purchase of goods and services for the City.

The Council proudly supports both local businesses and employers who decide to move their operations into the City. That is why Council supports a 'buy local' procurement policy, providing ongoing benefits to families by keeping jobs and profits in the City and the local economy prosperous and competitive.

The City of Joshua intends to maintain a cost-effective purchasing system conforming to good management practices. To be successful, the system must be backed by proper attitudes and cooperation of not only every Department Head and Official but also every Supervisor and Employee of the City of Joshua. The establishment and maintenance of a good purchasing system are possible only through cooperative effort.

The purchasing process is not instantaneous. Time is required to complete the steps required by State law. In order to accomplish timely purchasing of products and services at the least cost to the City of Joshua, all Departments must cooperate fully. Prior planning and the timely submission of documentation essential to expedite the purchasing process will assure the process is orderly and lawful.

PURCHASING POLICY

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GOVERNING AUTHORITY

The primary governing authority for the City of Joshua's Purchasing Policy shall be the City's Charter in conjunction with Local Government Code Chapter 252, "PURCHASING AND CONTRACTING AUTHORITY OF MUNICIPALITIES". All procurement activity shall be governed by the Purchasing Policy, in accordance with applicable State and Local Government Codes. The Mayor and Council shall from time to time review the Purchasing Policy.

PURPOSE AND SCOPE

The Purchasing Policy applies to the procurement activities of the City of Joshua. All procurement activities for the City shall be administered by the provisions of this policy, with the express intent to promote open and fair conduct in all aspects of the procurement process.

OBJECTIVES

The Finance Department and City Secretary, in coordination with the City Manager, is responsible for ensuring that City Departments comply with Federal, State, and local statutes regulating competitive sealed bids, competitive sealed proposals, professional services, high technology purchases, cooperative purchases, and emergency and sole-source purchases. The Finance Department or City Secretary may solicit (Departments may also solicit and make recommendations with City Manager Approval) for competitive procurements as required by law, evaluate bids and proposals, and make recommendations to the City Manager. The City Manager will present staff recommendations to the Mayor and City Council for awarding of contracts as needed.

The Finance Department and City Secretary are both a functional support Department and should be included in all states of acquisition, through planning, ordering, and receiving. This is to ensure compliance with the State of Texas competitive bid statutes and the City's purchasing policies.

The city of Joshua is committed to providing quality service through effective teamwork and communication with City Departments and vendors alike, in order to fulfill the purchasing needs of the City in a professional, responsive, and timely manner in compliance with all City policies and applicable Federal, State, and local purchasing laws. Public purchasing has the responsibility to obtain the most value for the tax dollar in a fair, efficient, and equitable manner. To achieve this objective the City seeks to foster as much competition as possible. In doing so, we adopt the goal of fairness by ensuring all who wish to compete for the opportunity to sell to the City of Joshua can do so. Our policy is intended to:

1. Give all suppliers full, fair, prompt, and courteous consideration;
2. Encourage open and fair competition;
3. Solicit supplier suggestions in the determination of clear and adequate specifications and standards;
4. Cooperate with suppliers and consider possible difficulties they may encounter; and
5. Observe strict truthfulness and the highest ethics in all transactions and correspondence.

General Duties of the Finance Department and City Secretary

1. Observe and enforce the policy and procedures outlined in the Purchasing Policy, in accordance with applicable State and Local Government Codes or as directed by the City Manager or their designee;
2. Act as an advisor and assist in the formulation of policies and procedures connected with the

- purchasing activities of the City;
3. Investigate and analyze research done in the field of purchasing by other governmental agencies and by private industry, in an effort to keep abreast of current developments in the fields of purchasing, price, market conditions, and new products;
 4. Coordinate, organize, and assist Departments in the specification writing process to ensure that specifications are written concisely and are not written exclusively;
 5. Join with other governmental agencies in cooperative purchasing plans when it is in the best interest of the City;
 6. Receive, open, and evaluate City-wide competitive solicitations;
 7. Act in an advisory role as a member on evaluation committees as recommended by the City Manager or requested by the Department Head;
 8. Prepare and coordinate with user Departments staff reports recommending the award of competitive solicitations for City Council approval;
 9. Combine purchases of similar items whenever possible and practical, to allow for better pricing and establish a more competitive atmosphere;
 10. Conduct regular training sessions for employees involved in the purchasing process.

CODE OF ETHICS

By participating in the procurement process, employees of the City of Joshua agree to:

- Avoid the intent and appearance of unethical or compromising practice in relationships, actions, and communications.
- Demonstrate loyalty to the City of Joshua by diligently following the lawful instructions of the employer, using reasonable care, and only authority granted.
- Refrain from any private business or professional activity that would create a conflict between personal interests and the interest of the City of Joshua.
- Refrain from soliciting or accepting money, loans, credits, or prejudicial discounts, and the acceptance of gifts, entertainment, favors, or services from present or potential suppliers that might influence, or appear to influence purchasing decisions.
- Never discriminate unfairly by the dispensing of special favors or privileges to anyone, whether as payment for services or not; and never accept for himself or herself or for family members, favors or benefits under circumstance which might be construed by reasonable persons as influencing the performance of governmental duties.
- Engage in no business with the City of Joshua, directly or indirectly, which is inconsistent with the conscientious performance of governmental duties.
- Handle confidential or proprietary information belonging to employer or suppliers with due care and proper consideration of ethical and legal ramifications and governmental regulations.
- Never use any information gained confidentially in the performance of governmental duties as a means of making private profit.
- Promote positive supplier relationships through courtesy and impartiality in all phases of the purchasing cycle.
- Know and obey the letter and spirit of laws governing the purchasing function and remain alert to the legal ramifications of purchasing decisions.
- Expose corruption and fraud wherever discovered.
- Uphold these principles, ever conscious that public office is a public trust.

COMPETITIVE PURCHASING REQUIREMENTS

Under no circumstances shall split purchasing be used to facilitate sole source or less competitive contract awards, to avoid upper-level approval, or to avoid other applicable bidding requirements or City Council approval.

General Procedures for Purchases

- **Department Designees:** Department designees may have the authority to approve certain requisitions. All department designees must be approved by the City Manager and set up in the financial software to approve requisitions.
- **Requisition Entry:** Dual roles are not permitted. If a user enters a requisition, a different user should approve the requisition.
- **Purchasing Cooperative:** Purchasing Cooperatives may be used to satisfy the quote/bid requirements. The Purchasing Cooperative used must be on the City's list of approved Purchasing Cooperatives. The Finance Department will make available, via its departmental webpage, a current list of approved Purchasing Cooperatives.
- **Recurring Charges:** Recurring charges may not be placed on an individual's P-Card. If a recurring charge is set up it must be coordinated through the Finance Department and set up on the Accounts Payable P-Card.

Procedures for Purchases less than \$500

Purchases under \$500 may be made either through Payment Request process, or via the City's Procurement card (P-card) Program.

- **Requisition to PO process:** The ordering Department selects the vendor and sends a PO request to the Finance Department. Once the Requisition is approved a PO is created and the ordering Department places the order and/or picks up the materials. This method is only used if a vendor requires a PO number to be given.
- **Payment Request Process:** The ordering Department selects the vendor, orders and/or picks up the materials, submits a Payment Request Form (PRF) along with an invoice to the Finance Department for payment.
- **P-card Process:** The ordering Department selects the vendor, orders and/or picks up the materials, pays via City-issued credit card. Refer to City's P-card Program Procedure for further explanation of the P-card Program.

Procedures for Purchases of \$500 to \$2,999.99

All Requisitions from \$500 to \$2,999.99 will require approval by the Department Head and City Manager or their designee prior to the Purchase Order being issued.

All purchases greater than \$500 but less than \$2,999.99 must be processed in accordance with the following procedure. Purchases totaling more than \$500 but less than \$2,999.99 must use either the payment request process or the P-card process.

- Departments are encouraged, but not required, to provide two or more quotes unless the purchase is made from an approved Purchasing Cooperative.
- The ordering Department selects the vendor, enters the Requisition in the financial

software. Once the Requisition is approved it will be put in queue for a PO to be generated, if a PO is requested. If no PO is requested, a check request must be completed with an attached invoice(s) and sent to the Finance Department for processing. When the ordering Department receives the PO or check request the Department then places the order and/or picks up the materials.

Procedures for Purchases of \$3,000 to \$39,999.99

All Requisitions from \$3,000 to \$39,999.99 will require approval by the Department Head and City Manager or designee prior to the Purchase Order being issued or Check Request approval.

All purchases greater than \$3,000 but less than \$39,999.99 must be processed in accordance with the following procedure:

- Purchases totaling more than \$3,000 but less than \$39,999.99 may use the Requisition to PO process, the payment request process, or the P-card process.
- Purchases will require three or more quotes unless the purchase is made from an approved Purchasing Cooperative.
- Quotations received must be documented properly and uploaded to the documents section of the Requisition in the financial software.
- The ordering Department selects the vendor, enters the Requisition in the financial software. Once the Requisition is approved it will be put in queue for a PO to be generated, if a PO is requested. If no PO is requested, a check request must be completed with an attached invoice(s) and sent to the Finance Department for processing. When the ordering Department receives the PO or check request the Department then places the order and/or picks up the materials.

Procedures for Purchases \$40,000 or More

All Requisitions from \$40,000 or more will require approval by the Department Head and the City Manager or designee prior to the Purchase Order or payment being issued.

Purchases totaling more than \$3,000 but less than \$39,999.99 may use the Requisition to PO process, the payment request process, or the P-card process.

- Purchases will require three or more quotes unless the purchase is made from an approved Purchasing Cooperative.
- Quotations received must be documented properly and uploaded to the documents section of the Requisition in the financial software.
- The ordering Department selects the vendor, enters the Requisition in the financial software. Once the Requisition is approved it will be put in queue for a PO to be generated, if a PO is requested. If no PO is requested, a check request must be completed with an attached invoice(s) and sent to the Finance Department for processing. When the ordering Department receives the PO or check request the

Department then places the order and/or picks up the materials.

Historically Underutilized Business - HUB'S

Local Government Code Chapter 252.0215 "COMPETITIVE BIDDING IN RELATION TO HISTORICALLY UNDERUTILIZED BUSINESS", states that *a municipality, in making an expenditure of more than \$3,000 but less than \$50,000, shall contact at least two historically underutilized businesses on a rotating basis, based on information provided by the comptroller pursuant to Chapter 2161, Government Code. If the list fails to identify a historically underutilized business in the county in which the municipality is situated, the municipality is exempt from this section.*

A "Historically Underutilized Business"...

- is a for-profit entity that has not exceeded the size standards prescribed by 34 TAC §20.23, and has its principal place of business in Texas, and;
- is at least 51% owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman, and/or Service-Disabled Veteran, who reside in Texas and actively participate in the control, operations, and management of the entity's affairs.

The Finance Department will make available, via its departmental webpage, a current list of Johnson County HUB's.

Purchases of more than \$50,000

Except as otherwise exempted by applicable State law, requisitions for item(s) whose total cost is more than \$50,000 must be processed as competitive solicitations (e.g., sealed bids, request for proposals, and requests for offers.) Texas Local Government Code, Subchapter B, Section 252.021 defines the requirements for competitive bids.

Texas Local Government Code, Section 252.062, States:

(a) A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly makes or authorizes separate, sequential, or component purchases to avoid the competitive bidding requirements of Section 252.021. An offense under this subsection is a Class B misdemeanor.

(b) A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly violates Section 252.021, other than by conduct described by Subsection (a). An offense under this subsection is a Class B misdemeanor.

(c) A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly violates this chapter, other than by conduct described by Subsection (a) or (b). An offense under this subsection is a Class C misdemeanor.

A conviction for any of these offenses may result in immediate removal from office

or employment.

Award of Bid/Contract

The City of Joshua shall award contracts based on criteria deemed in the best interest of the City and in accordance with State law.

Texas Local Government Code, Section 252.043, States, in part:

- *If the competitive sealed bidding requirement applies to the contract for goods or services, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality.*
- *Before awarding a contract under this section, a municipality must indicate in the bid specifications and requirements that the contract may be awarded either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality.*

Change Orders

After the award of the contract, if circumstances change which will alter the scope of work, a change order may be issued to the contract that involves an increase or decrease to the scope of work or amount.

A change order is required if, after the contract has been executed, one or more of the following events occur:

- Changes in plans or specifications are necessary;
- It is necessary to increase or decrease the quantity of work of materials, equipment, or supplies to be furnished.
- Material changes in the scope, quantities, or related work may not be made. A material change is defined as substantial revisions. Department Directors may approve written change orders to contracts within their supervision in amounts up to \$25,000 per change order.
- The City Manager may approve written change orders to all contracts in amounts less than \$25,000. Written change orders of more than \$25,000 must be approved by the City Council.

However, per Local Government Code 252.048(d), the sum of all approved change orders, regardless of amount, may not exceed 25% of the original, total contract amount. Any change greater than 25% will require a new solicitation.

Preference for Local Businesses Award of Bid/Contract

State law allows the City to provide a preference for local businesses when awarding bids in specifically authorized situations.

1. If two or more bidders have bids that are identical in nature and amount, with one bidder being a resident of the City and the other bidder or bidders being non-residents, the City Council must select the resident bidder; unless there is a concern regarding the end product or service to be provided.

2. Another provision, geared towards purchases of tangible items, allows the consideration of a bidder's principal place of business when a City awards a contract. The statute states that:

“In purchasing under this title any real property or personal property that is not affixed to real property, if a local government receives one or more bids from a bidder whose principal place of business is in the local government and whose bid is within three percent (3%) of the lowest bid price received by the local government from a bidder who is not a resident of the local government, the local government may enter into a contract with [either]...the lowest bidder; or...the bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of the contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government.”

3. A third provision authorizes cities that are purchasing real property, personal property not affixed to real property, or services (with the exception of certain telecommunications services) to enter into a contract with either: (1) the lowest bidder; or (2) a bidder whose principal place of business is in the City and whose bid is within five percent (5%) of the lowest bid price, if the governing body determines that the local bidder offers the City the best combination of the contract price and additional economic development opportunities, including the employment of residents of the local government and increased tax revenues. **This is now limited to contracts for construction services for less than \$100,000.**
4. Finally, cities must give a preference to local businesses if there are out-of-state bidders that have bid on the contract and the out-of-state bidder or manufacturer is located in a state that discriminates against out-of-state bidders in its bid awards in favor of local bidders.

Disclosure of Information

Access to bidder-declared trade secrets or confidential information shall be in accordance with the Texas Government Code Chapter 552, the Public Information Act, and applicable City policies implementing this chapter.

Texas Local Government Code Chapter 252.049(b) States:

If provided in a request for proposals, proposals shall be opened in a manner that avoids disclosure of the contents to competing offerors and keeps the proposals secret during negotiations. All proposals are open for public inspection after the contract is awarded, but trade secrets and confidential information in the proposals are not open for public inspection.

Disclosure of Interested Parties

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 to the Texas Government Code. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of “interested parties” at the time the business entity submits the signed contract to the governmental entity.

The Texas Ethics Commission has generated a Form 1295 which requires the disclosure of each “interested party” (as defined by the Ethics Commission Rules). The law applies to a contract of a governmental entity that either:

- (1) Requires an action or vote by the governing body of the entity before the contract may be signed (unless delegated—see Section 46.1 of the TEC Rules) or
- (2) Has a value of at least \$1 million.

Professional Services

Personal and professional services are exempted from the competitive bidding process and are procured through the use of Request for Qualifications (RFQ) documents. The Finance Department is available to consult with Departments regarding the preparation of information; however, the presentation of technical and qualifications aspects of personal and/or professional services included in the RFQ documents is the sole responsibility of the requesting Department.

Texas Local Government Code Chapter 2254.003 States:

(a) A governmental entity may not select a provider of professional services or a group or association of providers or award a contract for the services on the basis of competitive bids submitted for the contract or for the services, but shall make the selection and award:

- (1) On the basis of demonstrated competence and qualifications to perform the services; and*
- (2) For a fair and reasonable price.*

(b) The professional fees under the contract may not exceed any maximum provided by law.

Texas Local Government Code Chapter 2254.002 states “Professional Services” means services:

- (A) Within the scope of the practice, as defined by state law, of:*
- (i) Accounting;*
 - (ii) Architecture;*
 - (iii) Landscape architecture;*
 - (iv) Land surveying;*
 - (v) Medicine;*
 - (vi) Optometry;*

- (vii) Professional engineering;*
- (viii) Real estate appraising; or*
- (ix) Professional nursing; or*

(B) Provided in connection with the professional employment or practice of a person who is licensed or registered as:

- (i) A certified public accountant;*
- (ii) An architect;*
- (iii) A landscape architect;*
- (iv) A land surveyor;*
- (v) A physician, including a surgeon;*
- (vi) An optometrist;*
- (vii) A professional engineer;*
- (viii) A state-certified or state-licensed real estate appraiser; or*
- (ix) A registered nurse.*

Automated Information Systems

All requests for computer equipment, software, telecommunications, and related services or supplies should be submitted to the City Manager or their designee for review and technical evaluation. Requests will be reviewed for compatibility with other hardware and software and will be compared to comparable alternatives.

Recommendations and comments will include but not be limited to:

- Additional costs incurred because of the purchase;
- Compatibility considerations;
- Cost-effectiveness of the request; and
- Alternatives that would effectively meet the users' needs.

No purchases for computer-related equipment or supplies are allowed without City Manager approval or their designee.

Cooperative Purchases

Cooperative purchasing occurs when two or more governmental entities coordinate some or all purchasing efforts to reduce administrative costs, take advantage of quantity discounts, share specifications, and create a heightened awareness of legal requirements. Cooperative purchasing can occur through inter-local agreements, State contracts, piggybacking, and joint purchases.

The following types of cooperative purchases shall be taken advantage of when deemed to be in the City's best interest:

- Inter-local Agreement Purchases
- State Contract Purchases
- Piggybacking

- Joint Purchases

Emergency Purchases

Valid emergencies are those that occur as a result of the breakdown of equipment which must be kept in operation to maintain the public's safety or health, or whose breakdown would result in the disruption of City operations. When this situation occurs, the Department shall contact the City Manager or their designee and conduct the procurement of supplies and services in accordance with applicable State and Local Government Codes.

The Legislature exempted certain items from sealed bidding in the Texas Local Government Code Section 252.022(a), including but not limited to:

- (1) a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality;*
- (2) a procurement necessary to preserve or protect the public health or safety of the municipality's residents;*
- (3) a procurement necessary because of unforeseen damage to public machinery, equipment, or other property;*

Sole Source Purchases

Sole-source purchases are items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies as defined by the Local Government Code.

When a Department has identified a specific item with unique features or characteristics essential and necessary to the requesting Department and no alternate products are available, a detailed written justification must be provided to the City Manager in advance for review and approval.

Legal Definition

The legislature exempted certain items from sealed bidding in the Texas Local Government Code Section 252.022(7), *a procurement of items that are available from only one source, including:*

- (A) Items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies;*
- (B) Films, manuscripts, or books;*
- (C) Gas, water, and other utility services;*
- (D) Captive replacement parts or components for equipment;*
- (E) Books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and*
- (F) Management services provided by a nonprofit organization to a municipal museum,*

park, zoo, or other facility to which the organization has provided significant financial or other benefits.

Recommendation to City Council

The City Manager or their designee will present staff recommendations to the Mayor and City Council for awarding of bids and contracts.

LEGAL REQUIREMENTS

City Attorney Approval Requirements

The City Attorney shall review as requested all documents, contracts, and legal instruments in which the City may have an interest unless otherwise determined by the City Attorney. Equipment, materials, supplies, and service contracts bearing any special terms and conditions, other than administrative provisions, not previously approved by the City Attorney, shall be submitted for such approval and must receive approval prior to issuance.

Written agreements and contracts having been once approved by the City Attorney are considered to have been reviewed by the City Attorney for renewal or re-use purposes, unless substantial changes to the terms and conditions have been made.

Interlocal Cooperation

The interlocal Cooperation Act, Chapter 791 of the Local Government Code authorizes local governments to enter into cooperative purchasing agreements with other jurisdictions such as Independent School Districts and Counties (Local Government Code 271, Subchapter F). Furthermore, the Local Government Code

271, Subchapter D provides for the extension of state contract prices/bids to participating local governments when the General Services Commissions considers it feasible.

Wherever possible, the City of Joshua shall attempt to make use of these Interlocal Cooperation provisions to meet State purchasing requirements. The City Manager shall have authority to sign interlocal agreements that do not require any expenditure in excess of \$25,000. Expenditures greater than \$25,000 must have approval of the City Council.

Prompt Payment Act

Chapter 2251 of the Local Government Code stipulates that the City shall pay all payments owed not later than 30 days after the goods or services are received, or the date that the invoice is received and approved, whichever is later. This act also requires that when payment is not made as required, the City shall automatically add interest to the payment at the rate of one percent per month.

Bonding

Chapter 2253 of the General Government Code requires bonds for payment and performance of contracts on certain public works projects, and sets the standards for when the bonds are required and the amount of the bond.

Professional Service Procurement Act

Chapter 2254, VTCA Government Code states that contracts for the procurement of defined professional services may not be awarded on the basis of bids. Instead, they must be awarded on the basis of demonstrated competence and qualifications, so long as the professional fees are consistent with, and not higher than the published recommended practices and fees of the various professional associations and do not exceed any maximums provided by the law.

Purchasing and Contracting Authority of Municipalities

Authority

1. *Local Government Code, Chapter 252* has the competitive bidding requirements and the exceptions to competitive bidding. It also provides that certain municipal charter provisions prevail over the statute. It covers areas such as awarding bids, time warrants, changes to plans and specifications, the alternative competitive proposal for goods and services, and criminal penalties for violation of the chapter.
2. *Local Government Code, Chapter 271, Subchapter H* governs the alternative delivery methods for certain projects. *When entering into a contract for the construction of a facility, the City may use alternative methods that provide best value for the City. However, the City must, before advertising, first determine the method that provides best value.*

**CITY OF JOSHUA
RESOLUTION NO. _____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, ADOPTING THE CITY OF JOSHUA PURCHASING POLICY; REPEALING ALL PREVIOUS POLICIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City staff of the City of Joshua (the “City”) has recommended that the City adopt a revised purchasing policy aligning City Policy with the Local Government Code; and

WHEREAS, the City Council has determined that it is in the best interest of the City to approve this policy attached hereto as Exhibit A;

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

Section 1. The City Council of the City of Joshua, Texas, hereby adopts the Purchasing Policy set forth as Exhibit A.

Section 2. All Resolutions or parts thereof, previous purchasing policies, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 3. This Resolution shall take effect immediately from and after its passage by the City Council of the City of Joshua, Texas.

PASSED, APPROVED, AND ADOPTED, by the affirmative vote of the City Council of the City of Joshua, Texas, this the 17th day of June 2021.

Joe Hollarn, Mayor

ATTEST

Alice Holloway, City Secretary

APPROVED AS TO LEGAL FORM

Terry Welch, City Attorney



City Council Agenda

June 17, 2021

Agenda Item: Personnel Policy Revisions

Agenda Description:

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

Background Information:

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

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

Financial Information:

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

City Contact and Recommendations:

Amber Bransom, Assistant City Manager
Staff recommends approval

Attachments:

- **Hours Worked** – Better defines current policy, splits out police and fire schedules, and establishes a 28-day pay cycle for the Fire Department.
- **Personal Appearance and Dress Code** – Changes allowable attire and addresses body art.
- **Separation from Employment** – New policy better defining notices of resignation.
- **Methods of Payment** – Modifies current policy and better defines direct deposit and employee responsibilities.
- **Timekeeping and Timesheets** – Better defines employee timekeeping responsibilities and defines payroll responsibilities and methods of payment. This policy change reduces the rounding method to a quarter hour instead of a half hour.
- **Rest and Meal Periods** – Better defines rest and meal periods.
- **Final Pay at Termination or Retirement** – better defines final pay upon separation.

- **Inclement Weather and Emergency Closing** – Better defines current policy.
- **Use of City Purchasing Card** – Establishes a policy for purchasing cards.
- **Holiday Leave** – Better defines use and provisions of holiday pay. Adds two additional days; (1) Personal day and Veterans Day. Also satisfies law change on available holidays for firefighters. Defines the value for civilian and sworn police and fire personnel.
- **Vacation Leave** – Better defines the current policy, gives exempt employees an additional five days of vacation annually.
- **Bereavement Leave** – Better defines current policy, changes the number of allowable annual days to five, and adds an additional layer of acceptable absences.
- **Military Leave** – better defines current policy and meets federal law requirements. Adds 15 days of paid time off annually for training or duty.
- **Modified Duty** – New Policy limiting how long an employee can be on light duty.
- **Administrative Leave with and without Pay** – Better defines administrative leave.
- **FMLA** (Family Medical Leave Act) – Better out lines procedure and expectations.

Additional policies to be discussed during a workshop:

- Performance Evaluations
- Overtime and Compensatory Time
- Service Recognition Program and Longevity Pay

City of Joshua Personnel Policies and Procedures

Section 13: Working Hours

13.1 HOURS WORKED

Origination December 20, 2018

Revised June 17, 2021

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

A. REGULAR WORK HOURS/WORKWEEKS/WORKCYCLES

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

B. ADJUSTMENT TO WORK HOURS

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

C. TIME MANAGEMENT (NON-EXEMPT EMPLOYEES):

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

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

City of Joshua Personnel Policies and Procedures

Section 18: Employee Performance Evaluations

18.1 PERFORMANCE EVALUATIONS

Origination December 20, 2018
Revised June 17, 2021

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

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

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

A. TYPES OF EVALUATIONS

January Evaluations

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

July Evaluations

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

Probationary Evaluations

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

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

90 Day Re-Evaluation

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

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

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

City of Joshua Personnel Policies and Procedures Section 22:

Section 22: Personal Appearance and Dress Code

22.1 PERSONAL APPEARANCE AND DRESS CODE

Origination December 20, 2018

Revised June 17, 2021

GENERAL POLICY STATEMENT

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

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

A. PERSONAL HYGIENE AND GROOMING

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

B. JEWELRY AND BODY ART

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

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

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

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

C. UNIFORMS

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

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

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

D. RETURN OF CLOTHING UPON SEPARATION OF EMPLOYMENT

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

E. ATTIRE STANDARDS

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

Business professional or City-sanctioned work attire is preferred to present a professional appearance for meetings, special events, presentations, council meetings, or when representing the City on special occasions. Examples of appropriate business professional attire include traditional two or three-piece suits with a tie, slacks, and sports coat/blazer, dress shirt with collar and tie, dress shoes or boots, pant-suits, blouses/shells, and dresses and skirts of appropriate length for a professional environment.

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

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

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

Examples of inappropriate attire:

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

F. EXCEPTIONS TO THE DRESS CODE POLICY

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

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

City of Joshua Personnel Policies and Procedures

Section 27: Compensation

27.6 Separation from Employment

Origination June 17, 2021

Revised

Separations

A. RESIGNATION

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

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

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

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

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

B. RETIREMENT

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

C. DISMISSAL/TERMINATION

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

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

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

D. JOB ABANDONMENT

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

E. REDUCTION-IN-FORCE/REORGANIZATION

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

F. DEATH

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

G. DISABILITY

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

AUTOMATIC TERMINATION POLICY

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

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

City of Joshua Personnel Policies and Procedures

Section 27: Compensation

27.2 METHODS OF PAYMENT

Origination December 20, 2018
Revised June 17, 2021

A. METHODS OF PAYMENT

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

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

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

B. RECOVERY OF INACCURATE PAY OR BENEFITS

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

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

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

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

City of Joshua Personnel Policies and Procedures

Section 27: Compensation

27.3 TIMEKEEPING AND TIMESHEETS

Origination December 17, 2018

Revised June 17, 2021

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

A. NON-EXEMPT EMPLOYEES

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

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

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

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

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

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

B. APPROVALS

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

City of Joshua Personnel Policies and Procedures

Section 27: Compensation

27.4 REST AND MEAL PERIODS

Origination December 20, 2018
Revised June 17, 2021

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

A. REST PERIODS

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

B. MEAL PERIODS

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

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

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

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Section 27: Compensation

27.5 OVERTIME AND COMPENSATORY TIME

Origination December 20, 2018
Revised June 17, 2021

Federal regulations allow government jurisdictions to compensate non-exempt employees for overtime work with either overtime pay, or compensatory time paid or credited at the rate of one-and-one-half times for all time worked in excess of 40 hours in a workweek. As determined by the department, non-exempt employees may accrue compensatory time in lieu of being paid overtime compensation.

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

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

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

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

A. NON-EXEMPT EMPLOYEES

Non-exempt employees are eligible to receive one-and-one-half (1 ½) hours for each overtime hour worked at their regular hourly rate in overtime pay or compensatory time for hours worked in a work week. The determination of whether to compensate the employee in overtime pay or compensatory time is made at the discretion of the department. Department heads are encouraged to establish written and consistent internal policies regarding when overtime work will be compensated in compensatory time versus when overtime will be paid out.

Non-exempt employees may accrue no more than forty (40) hours of compensatory time. If a non-exempt employee works overtime hours that causes them to exceed the 40-hour compensatory time limit, all hours over forty (40) hours must be paid as overtime at the rate of one-and-one-half times the employee's regular rate of pay.

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

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

Non-exempt employees whose employment with the City is terminated for any reason are paid for all accrued compensatory time.

B. EXEMPT EMPLOYEES

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

C. SWORN POLICE

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

1. Overtime will be paid to sworn police employees for hours worked in excess of eighty (80) hours in a fourteen (14) day work period.
2. Overtime will be paid at a rate of one-and-one-half ($1\frac{1}{2}$) times the employee's regular rate if the overtime is a result of work that was not previously scheduled such as emergency situations, unplanned replacement of unavailable employees or other situations requiring the Police Chief to meet staffing requirements resulting from unique situations where the employee was not scheduled to work. Holidays worked are included in the calculation of overtime.
3. Sworn police employees may accumulate up to forty (40) hours of compensatory time.

D. FIRE SUPPRESSION

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

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

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

3. Certified fire employees may accumulate up to fifty-six (56) hours of compensatory time.

E. USE OF COMPENSATORY TIME

Compensatory leave may be taken in increments of not less than one-quarter hour unless the department head establishes a greater minimum increment of no more than one hour. The city may, at its discretion, pay a non-exempt employee at any time for all or part of accumulated compensatory leave or may require that a non-exempt employee take accumulated compensatory leave. The accrual of compensatory leave is governed by the Fair Labor Standards Act.

Compensatory time can only be scheduled when the workload permits and the leave does not interfere with normal department operations and the needs of the City; however, every effort shall be made to accommodate individual requests.

F. PAYMENT

The City may, at any time elect to pay an employee for any or all of an employee's accrued compensatory time. The City may also require employees to take time off in order to reduce their accrued balance of compensatory time.

G. SEPARATION, TRANSFER, PROMOTION

Upon separation from employment, transfer to another department, or promotion to an exempt position, the employee will be paid for unused compensatory time at a rate of not less than the final regular rate received by the employee from the City.

City of Joshua Personnel Policies and Procedures

Section 27: Compensation

27.9 SERVICE RECOGNITION PROGRAM & LONGEVITY

Origination December 20, 2018
Revised June 17, 2021

A. Longevity Pay

Purpose & Scope

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

Eligibility

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

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

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

Amount

Longevity pay is \$5 each month of service as of October 1, up to twenty (20) years (maximum of \$1,200).

B. Milestone Awards

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

Five Year Award

Five-year service pin or logoed item

One (1) day of paid leave

Ten Year Award

Ten-year service pin or logoed item

Two (2) days paid leave

Fifteen-Year Award

Fifteen-year service pin logoed item

Acknowledgment by City Manager at Executive team meeting

Three (3) days paid leave

Twenty-Year Award

Twenty-year service pin logoed item

Listing on the City website

Four (4) days paid leave

Twenty-Five Year Award

Twenty-five-year service pin logoed item

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

Listing on the City website

Letter from City Manager

Five (5) days paid leave

Thirty-Year Award

Thirty-year service pin

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

Listing on the City website

Letter from City Manager

Thirty-year portrait

Six (6) days paid leave

Implementation

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

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

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

City of Joshua Personnel Policies and Procedures

Section 27: Compensation

27.12 FINAL PAY AT TERMINATION OR RETIREMENT

Origination December 20, 2018
Revised June 17, 2021

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

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

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

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

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

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

City of Joshua Personnel Policies and Procedures

Section 27: Compensation

27.14 INCLEMENT WEATHER AND EMERGENCY CLOSING

Origination December 20, 2018

Revised June 17, 2021

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

A. UNABLE TO REPORT TO WORK WHEN OFFICES ARE OPEN

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

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

B. COMPENSATION FOR INCLEMENT WEATHER ABSENCES

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

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

C. EMERGENCY SERVICES

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

D. COMMUNICATION

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

City of Joshua Personnel Policies and Procedures

Section 28: Travel

28.6 USE OF CITY PURCHASING CARD

Origination June 17, 2021

Revised

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

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

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

A. MISUSE

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

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

B. DISCIPLINARY PROCEDURES

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

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

abuse.

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

City of Joshua Personnel Policies and Procedures

Section 29: Leave Benefits

29.2 VACATION LEAVE

Origination December 20, 2018
Revised June 17, 2021

A. FULL-TIME EMPLOYEES

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

Regular employees and sworn police accrue vacation based on 8 or 9-hour days and certified fire accrue vacation based on a 12-hour shift day. Employees being transferred, promoted, or demoted to a different position shall retain their accrued vacation balance. The accrual rate will change to the accrual rate of the new position.

Non-Exempt Employees

Up to 60 months (0-5 years of service)	Days Per Year	Hours Per Month	Maximum Vacation Accrual Hours/Days
40-Hour Employees	10 days	6.67 hours	160 hours/20 days
40-Hour Sworn Police	10 days	6.67 hours	160 hours/20 days
24-Hour Certified Fire	5 shifts	10 hours	240/10 shifts

61-108 months (6-9) years of service)	Days Per Year	Hours Per Month	Maximum Vacation Accrual Hours/Days
40-Hour Employees	15 days	10 hours	240 hours/30 days
40-Hour Sworn Police	15 days	10 hours	240 hours/30 days
24-Hour Certified Fire	7 shifts	14 hours	336/14 shifts

120 + months (10+ years of service)	Days Per Year	Hours Per Month	Maximum Vacation Accrual Hours/Days
40-Hour Employees	20 days	13.33 hours	320 hours/40 days
40-Hour Sworn Police	20 days	13.33 hours	320 hours/40 days
24-Hour Certified Fire	10 shifts	20 hours	480/20 shifts

Exempt Employees

Up to 120 months (1-10 years of service)	Days Per Year	Hours Per Month	Maximum Vacation Accrual Hours/Days
40-Hour Employees	15 days	10 hours	240 hours/30 days
132 + months (11+ years of service)	Days Per Year	Hours Per Month	Maximum Vacation Accrual Hours/Days
40-Hour Employees	20 days	13.33 hours	320 hours/40days

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

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

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

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

C. VACATION ACCRUAL - PARTIAL PAY PERIOD ACCRUAL

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

D. VACATION ACCRUAL DURING UNPAID LEAVE OF ABSENCE

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

E. SCHEDULING OF VACATION

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

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

Employees are required to submit a leave request to the Finance Department and the leave must be approved by the supervisor or Department Head before the time can be taken off. Employees shall be charged vacation time off in half ($\frac{1}{2}$) hour increments unless an employee is short hours for a 40-hour work week. The employee can then request time be taken from their vacation hours in one (1) hour increments, but not less, in order to fulfill that 40-hour week. Vacation pay will not be authorized during a leave of absence without pay or a disciplinary suspension.

The operational needs of the department may require supervisors to request that employees explain the circumstances of their requested leave, so the supervisor can decide whether to

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

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

At no time will vacation be advanced to employees.

F. VACATION DURING PROBATIONARY PERIOD

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

G. VACATION DURING EXTENDED PROBATIONARY PERIOD

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

H. HOLIDAYS DURING VACATION

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

I. ILLNESS DURING VACATION

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

J. VACATION PAYOUT

Upon separation from City service, a full-time regular employee will be paid for no more than four (4) weeks of unused vacation leave. Payment shall be made for up to the allowable amount payable of unused vacation leave upon separation in good standing, retirement, or death of the employee, provided that the employee has completed their initial or extended probationary period with the City, has not been discharged as a result of criminal or civil misconduct involving City property, personnel, or official position, and has provided proper notice.

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

Regular full-time employees are eligible to sell back a maximum of forty (40) hours of accrued vacation time once each calendar year provided the employee will maintain at least forty (40) hours of accrued vacation time after selling forty (40) hours.

K. REHIRE

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

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29.5 BEREAVEMENT LEAVE

Origination December 20, 2018
Revised June 17, 2021

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

A. ELIGIBILITY AND DOCUMENTATION

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

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

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

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

B. BEREAVEMENT LEAVE APPROVAL AND PAY

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

C. ADDITIONAL LEAVE

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

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29.7 MILITARY LEAVE

Origination December 20, 2018
Revised June 17, 2021

The City of Joshua complies with all state and national laws relating to employees in reserve or active military service and does not discriminate against employees who serve in the military. The City strongly supports its employees who serve in state and national military units and recognizes that the skills, leadership, discipline, and teamwork experience acquired during military service can enhance their service to the City and its citizens. Accordingly, the City provides a number of military leave benefits, including paid leave.

A. ELIGIBILITY

This policy covers regular full-time and part-time employees who serve in the uniformed services in a voluntary or involuntary basis, including active duty, active duty for training, initial active duty for training, inactive duty training, and full-time National Guard duty. However, temporary, seasonal, and other employees who have brief or non-recurrent positions with the City and who have no reasonable expectation that their City employment will continue indefinitely or for a significant period of time are generally not eligible for paid military leave beyond the fifteen (15) days of annual paid military leave, reemployment rights, or any other military leave benefits under this policy. Temporary employees will be given authorized leave without pay for this purpose.

B. NOTICE TO THE CITY

Employees who will miss work due to military service must provide Human Resources and their supervisor with as much advance notice as possible. Absent unusual circumstances such notice must be given to the City no later than twenty-four (24) hours after the employee receives the military orders. To be eligible for paid military leave, employees must submit their written military orders setting forth the purpose of the leave and, if known, its duration.

C. PAID LEAVE

Most employees are eligible for paid military leave, as follows:

- i. **Annual Paid Military Leave - Full Pay for Up to 15 Days.** All eligible employees will be paid for military absences of up to fifteen (15) work days per fiscal year (October 1 through September 30). Shift employees may be transitioned to a 40-hour workweek during military absences in accordance with applicable state law. This paid leave may be used for National Guard or U.S. armed forces reserves training or duty ordered or approved by proper military authority. The fifteen (15) paid leave days may be consecutive or intermittent throughout the year.
- ii. **Supplemental Paid Military Leave - Partial Pay for Up to one hundred eighty (180) Days.** If a regular full-time employee's authorized military duty extends beyond the

fifteen (15) days of annual paid military leave in a fiscal year because of war or a national or state emergency, upon written request by the employee, the City may, at the City Manager's discretion, pay the employee the difference between the employee's current regular City base pay and his/her military pay, for up to a maximum of one hundred eighty (180) calendar days. This additional compensation will be limited to employees who: have successfully completed their initial new hire probationary period; are in good standing as determined by the City; are not on administrative leave pending disciplinary action; and who have timely submitted satisfactory military pay verification to Human Resources. This partial pay benefit will normally be authorized only once during as employee's tenure with the City.

- iii. **Employee's Own Paid Leave Accruals.** Employees who are not eligible for paid military leave or who have exhausted all available paid military leave may, at their option, use their vacation, compensatory, and holiday balances, if any, to cover their absence from work.

D. UNPAID LEAVE

Employees are granted all military leave to which they are legally entitled. After an employee has exhausted all available paid military leave (including any paid leave accruals the employee chooses to use to cover a military absence), the employee will be placed on leave without pay for up to 5 years (or longer under certain conditions).

E. OTHER BENEFITS

The City will continue to provide employees on paid military leave with most City benefits:

- i. **Group Insurance.** While on paid military leave (or any unpaid military leave of 30 or fewer days), the City will continue to pay its portion of the employee's monthly premium for group health insurance along with any City-provided basic life insurance, if any. When military leave is unpaid, employees may elect to continue their group health coverage under COBRA for up to twenty-four (24) months following separation of employment or the expiration of reemployment rights, whichever event occurs first, for themselves and their eligible dependents. (Employees must pay 102% of the applicable premium to cover the cost of elective continuation coverage under the City's group health plan.) Upon return to employment following military service, the City will provide group health insurance coverage immediately, even if a waiting period is normally required for new or returning employees. In addition, returning employees will not be subjected to exclusions from group health coverage unless the exclusions apply to injuries or conditions arising out of military service covered by the military's health plan.
- ii. **Accrual of Paid Time Off & Other Benefits.** While on paid military leave employees continue to accrue vacation, sick leave and other benefits provided to other similarly situated employees on paid leave. While on unpaid military leave, employees are generally ineligible for most City-provided benefits. For example, benefit accruals, such as vacation and sick leave, do not accrue while an employee is on unpaid leave, including unpaid military leave. Benefit accruals will resume when the employee returns to active employment. Employees returning to work following military leave are treated as though

they were continuously employed for purposes of determining benefits based on length of service, such as vacation accrual and longevity pay.

- iii. **TMRS.** Typically, an employee's active duty military service is counted as covered service for purposes of eligibility, vesting, and benefit accrual. To qualify for service credit, employees must: return to work for the City within ninety (90) days after discharge; receive an honorable discharge; and timely complete the necessary application. In order to receive monetary credit, an employee has the lesser of 5 years or 3 times the period of military service to make up missed contributions. If employees make up their missed contributions, the City will make up any matching contributions. This is only a summary of provisions governing TMRS eligibility, benefits, and contributions. Please contact Human Resources or TMRS for more information.

F. RETURN TO WORK FOLLOWING LEAVE

- i. **Reemployment Rights.** Employees returning from military service will normally be re-employed in their previous or a similar position. Federal law requires that employees returning from military leave be rehired in the position they would have had if they had been continuously employed. Since most City jobs and promotions are not awarded based on seniority, it is impossible to know what job employees might have had if they had been continuously employed. This means most employees returning from military leave will typically be restored to the job they had at the time they left for leave. The City will make reasonable efforts to enable returning employees to refresh or upgrade their job skills.
- ii. **Deadline to Notify HR of Intent to Return to Work.** Deadlines for employees to return to work and/or notify Human Resources of their intent to return to work depend upon how long their military service lasted:
 - a. If less than thirty-one (31) days, employees have one business day following their return home after completion of service to report for their next scheduled work period.
 - b. If between thirty-one (31) days and one hundred eighty (180) days, employees have fourteen (14) days following their release from service to apply for reemployment.
 - c. If more than one hundred eighty (180) days, employees have ninety (90) days following their release from service to apply for reemployment.

These deadlines may be extended for two (2) years or more for employees who suffer a service-related illness/injury that prevents them from applying for reemployment or when circumstances beyond their control make reporting within the time limits impossible or unreasonable. While employees will be granted the time periods set out above to report back to work/apply for reemployment, the City's supplemental paid military leave benefits will only be paid for time periods of actual military service.

- iii. **Required Documentation.** Employees returning from military leave must provide Human Resources with documentation as to the length and character of their military service. Also, evidence of discharge or release under honorable conditions is required if leave exceeded thirty-one (31) calendar days.

- iv. **Reemployment Entitlements.** Employees who serve in the military more than six (6) months will not be discharged without cause during the one (1) year period after reemployment. Employees who serve between one (1) and six (6) months will not be discharged without cause for six (6) months following reemployment. Employees who serve thirty (30) days or less are given no protection under federal law from discharge without cause.
- v. **Changed Circumstances.** If the City's circumstances have changed to such an extent that it would be impossible or unreasonable to reemploy an employee, the City has no legal obligation to reemploy that employee following their return from military leave. For example, a reduction-in-force that eliminates the position held by an employee returning from leave excuses the City from its obligation to reemploy the employee. In addition, the City is not required to make efforts to assist returning employees in becoming qualified for reemployment or to make accommodations for employees who suffered service-related disabilities when such efforts or accommodations would impose an undue hardship on the City.
- vi. **Time Limits.** There is a five (5) year limit (with some exceptions) on the cumulative length of time a person may serve in the military and remain eligible for reemployment with the City.

G. COMPLIANCE WITH USERRA

If any part of this policy conflicts with the Uniformed Services Employment and Reemployment Act (USERRA) or other applicable law, then this policy will be modified to ensure it follows the law.

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29.8 MODIFIED DUTY

Origination June 17, 2021
Revised

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

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

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

A. RESTRICTIONS AND RELEASE FROM LIGHT DUTY

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

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

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

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

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

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

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

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29.9 ADMINISTRATIVE LEAVE WITH AND WITHOUT PAY

Origination December 20, 2021
Revised June 17, 2021

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

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

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

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

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29.11 FAMILY AND MEDICAL LEAVE ACT (FMLA) Origination December 3, 2018 Revised June 17, 2021

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

A. EMPLOYEE ELIGIBILITY

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

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

B. LEAVE ENTITLEMENT

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

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

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

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

The qualifying exigency must be one of the following:

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

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

C. DEFINITIONS

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

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

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

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

D. EMPLOYEE'S NOTICE REQUIREMENTS

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

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

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

E. MEDICAL CERTIFICATION AND OTHER REQUIRED DOCUMENTATION

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

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

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

F. LEAVE TIME

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

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

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

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

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

G. BENEFITS

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

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

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

H. OTHER PROVISIONS

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

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

I. SEPARATION

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

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

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

J. FRAUDULENT CLAIMS

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

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29.1 Holiday Leave

Origination December 18, 2018

Revised June 17, 2021

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

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

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

Employee Type	Annual Accrual
Full-Time Non-Exempt (80 hours)	80 hours
Fire Suppression	120 hours

A. PROVISIONS

The following provisions shall apply to holiday use:

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

B. NON-EXEMPT FULL-TIME EMPLOYEES

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

C. FULL TIME SWORN POLICE PERSONNEL

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

will be paid holiday pay (9 hours) plus normal wages for the hours worked on the holiday.

D. FULL-TIME FIRE SUPPRESSION PERSONNEL

All sworn full-time fire personnel who are required to work on an official city-paid holiday will be paid holiday pay (12 hours) plus normal wages for the hours worked on the holiday.

E. PART-TIME, TEMPORARY, AND SEASONAL EMPLOYEES

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

F. EXEMPT EMPLOYEES

Exempt employees who observe (that is, do not work on) a holiday that falls on a regularly scheduled workday is paid for up to nine (9) hours on the holiday.

G. RELIGIOUS HOLIDAYS

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

H. LOSS OF HOLIDAY PAY

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

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

I. FAILURE TO SCHEDULE AND USE HOLIDAYS

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

J. PAYMENT UPON SEPARATION

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

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

Unapproved absences on the day before or after an observed holiday should be handled through

the City's disciplinary process if there is a pattern of such absences or there is a reason to believe that the unapproved absence was intentional.

CITY OF JOSHUA
RESOLUTION NO. _____

AN RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, AMENDING THE CURRENT PERSONNEL POLICY; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Joshua has adopted Personnel Policies and Procedures to assist in the management and supervision of City Employees; and

WHEREAS, the City Manager shall be responsible for the preparation of operational and personnel policies; and

WHEREAS, personnel policies which affect the budget and employee discipline and/or adverse actions shall be approved by City Council; and

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

Section 1. Personnel Policy Manual Of 2018 is hereby amended by replacing the existing language therein with the language set out in Exhibit "A," which is attached hereto and incorporated herein for all purposes.

Section 2. Those sections of the Personnel Policies and Procedures Manual of 2018, not amended herein, are hereby ratified and shall remain in full force and effect.

Section 3. This policy amendment shall be effective upon passage.

PASSED, APPROVED, AND ADOPTED, by the affirmative vote of the City Council of the City of Joshua, Texas, this the 17th day of June 2021.

Joe Hollarn, Mayor

ATTEST:

Alice Holloway, City Secretary

APPROVED AS TO LEGAL FORM

Terry Welch, City Attorney



City Council Agenda

June 17, 2021

Agenda Item: Citi Purchasing Card Adoption

Agenda Description:

Discuss, consider, and take action on implementing Citi Purchasing Cards (P-Cards).

Background Information:

Currently, the City of Joshua uses Bank of America credit cards for emergency purchases or payments online that only take credit. Citi offers more purchasing controls by having preset Merchant Category Codes (MCC) that are controlled by the program administrator limiting access to merchants/vendors that have not been pre-approved.

Financial Information:

Citi does not charge any administrative or annual fees, only interest that accrues and is not paid in full. What these P-Cards do offer are bi-annual rebates based on spend. Rebates are paid each June and December.

Staff proposes creating an accounts payable card and moving all reoccurring charges to this card, removing them from individual department cards. Not only will centralizing reoccurring charges be administratively more efficient, but it will also reduce the number of checks cut each week. Moreover, the more we utilize the card for existing expenses, the more money we will receive back on rebates.

City Contact and Recommendations:

Amber Bransom, Assistant City Manager
Staff recommends approval

Attachments:

- 1) Citi Commercial Card Program Overview



State of Texas



Commercial Card Program Overview

Agenda

1.	Contract Overview	3
2.	Program Details	4
3.	Commercial Cards Products	5
4.	Program Management with Online Tools	10
I.	CitiManager	11
II.	Global Card Management System	14
III.	Citi Custom Reporting System	15
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8.	Getting Started	24
9.	Keys to Success	25
10.	Appendix	26

Contract Overview

Contract Terms:

- In 2010 and in 2017 Citibank and the State of Texas entered into a contract to provide procurement card and travel card programs to eligible State of Texas entities.
- The current contract is through August 31, 2022.
- Membership in The Texas Smartbuy Membership Program is a prerequisite for eligibility for participation in the procurement card program.

<https://comptroller.texas.gov/purchasing/members/>



Pricing Terms:

		Average Transaction Size						
Semi Annual Spend (\$ Millions)		\$0-99	\$100	\$150	\$200	\$250	\$300	\$350 plus
	\$0-399	1.66%	1.66%	1.69%	1.70%	1.71%	1.71%	1.72%
	\$400	1.83%	1.83%	1.85%	1.86%	1.87%	1.87%	1.88%
	\$425	1.83%	1.84%	1.87%	1.88%	1.88%	1.89%	1.89%
	\$450	1.83%	1.84%	1.87%	1.88%	1.89%	1.89%	1.90%
	\$475	1.83%	1.84%	1.87%	1.88%	1.89%	1.89%	1.90%
	\$500	1.84%	1.85%	1.87%	*1.89%	1.89%	1.90%	1.90%
	\$525	1.85%	1.85%	1.88%	1.89%	1.90%	1.90%	1.91%
	\$550	1.85%	1.86%	1.88%	1.90%	1.90%	1.91%	1.91%
	\$575	1.85%	1.86%	1.89%	1.90%	1.91%	1.91%	1.92%
	\$600	1.86%	1.87%	1.90%	1.91%	1.92%	1.92%	1.92%
	\$625	1.86%	1.87%	1.90%	1.91%	1.92%	1.92%	1.92%
	\$650	1.87%	1.88%	1.91%	1.92%	1.93%	1.93%	1.94%
	\$675	1.88%	1.89%	1.91%	1.93%	1.93%	1.94%	1.94%
	700 plus	1.88%	1.89%	1.91%	1.93%	1.93%	1.94%	1.94%

Program Overview:

- Rebate: Increased resources to co-ops; leverage Total State Spend
- Product Set:
 - CitiManager
 - CitiManager Reporting
 - CitiManager Expense Management
- Coverage:
 - Fraud Coverage
 - Misuse and Abuse Coverage



Program Details

Controls:

- Entity credit limit established to cover 2-1/2 cycles of spend
 - Based on annual spend and audited financials
 - Cycle is 4th of previous month to 3rd of current month
- Cardholder controls
 - Cycle spend limit
 - Applies to transactions and cycle
 - Refreshes each cycle
 - Real time management by program administrator
 - Merchant Category Codes (MCC)
 - Determines types of vendors where cards can be used
 - 4 digit numeric value assigned to type of vendor
 - Most airline, hotel, and rental car companies have unique MCC
 - Guidelines provided by State of Texas Comptroller's Office
 - Management via Citibank Customer Service



Rebate:

- Rebates will be paid semi-annually, calculated based upon spend in March through August and September through February, and payments will be made in December and June, respectively.
- Fund Disbursement
 - June and December
 - ACH or Wire
- Rebates paid on cumulative spend of all contract participants
- Rebate paid on first dollar of spend
- Monthly cycle is the 4th of the previous month to 3rd of current month
- Bills must be paid in full each cycle to be eligible for that cycle period
- For each day paid early, customer is paid additional 0.75 basis points per day
- Large ticket rebate—60 basis points



Types of Commercial Cards

Travel Solutions		Typical Uses	Value-Added
	Corporate Card Traditional plastics for your employees to pay their travel, transportation and day-to-day business expenses	• Business Travel • Transportation • Ad-hoc Spend	T&E Features Declining Balance: Decreasing limit and time controls; typical for M&E B2B Services Supplier Enablement: Supplier onboarding and support for virtual and purchase card programs ERP Integration: New! Consulting services to assist with ERP file integrations Security and Digital Chip and Pin: New! Citi has completed a full portfolio adoption of Chip and Pin plastic 3D Secure: New! Provides enhanced fraud controls for online transactions Tokenization: New! Tokenize card numbers in client files for reporting and payment Misuse and Abuse Reporting: Standard/adhoc reports and program audit suite to identify spend abuse
	Central Travel Account Enhanced! "Plastic-less" card accounts often "lodged" with travel management companies (TMCs), with Citi automated and manual matching	• Air Program • Travel Agency Use	
	Meeting and Events and Project Cards Enhanced! One-stop-shop to address Projects and M&E spend with optional integration into Cvent for event booking and expense management	• Board and Client Meetings • Trade Shows • Employee Activities	
	One Card Traditional plastics combining the Corp and Purchasing card features	• See Corporate and Purchasing Card	
B2B Solutions		Typical Uses	
	Purchasing Card Traditional plastics for specific employees, departments or business units to pay for non-travel expenses	• Office Supplies • Utilities and Facility Expenses • Computers and Storage	
	Ghost Card "Plastic-less" card accounts often "lodged" with specific suppliers	• Frequently used, strategic or preferred suppliers	
	Virtual Card Accounts Enhanced! Single-use account numbers with transaction-level controls and flexible interface options (web, file and API)	• Centrally Manage Programs • High-Value Payments • Accounts Payable Automation	

Treasury and Trade Solutions
citi.com/treasuryandtradesolutions

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 1648522 03/18

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Citi Bank One Card

Citi One Card allows you to combine the features and benefits of Citi Purchase, Corporate Cards into one efficient program, providing simplified control and reporting capability.

One Card Overview

- Citi One Card provides **consolidated transaction information**
- **Customize your reports** using 600+ data points, so you can analyze the data that is most pertinent at any given time
- **Put critical tools at your fingertips** with Citi® Program Dashboard so you can utilize program data to drive compliance and efficiency across your organization
- **Simplify report integration** with our suite of standard and customized data files that can be effortlessly integrated with any expense management and ERP system
- **Access statements with ease, 24/7.** Both you and your cardholders can view and download current and previous billed and unbilled transactions — all updated daily

Benefits

For Your Organization

- All-encompassing Card integrating multiple programs into one
- A single program to manage, reducing Card requests, program maintenance, and increasing efficiency
- MCC templates to control a multitude of authorizations/limits
- One consolidated statement for each billing period
- Simplified integration into your general ledger systems
- Consolidated and customizable reporting

For Your Employees

- Greater convenience, eliminating the need for multiple cards
- Cardholders will receive the same Card benefits provided by the individual card programs

For Your Suppliers

- Faster payments
- Improved cash flow
- Reduced collection costs



Purchasing Card

Citi's Purchasing Card solutions provide flexible program options to simplify purchasing, create efficiencies, and ensure control and visibility to company spending.

Process Efficiency

- Simplified payment at point of use vs. PO and invoice
- Ease of use
- Broad acceptance

Control

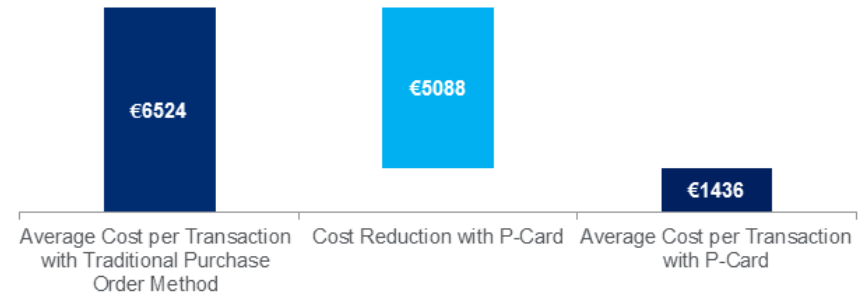
- Variable spending limits by cardholder
- Merchant controls and limits
- Fraud monitoring and early warning via mobile

Visibility and Reporting

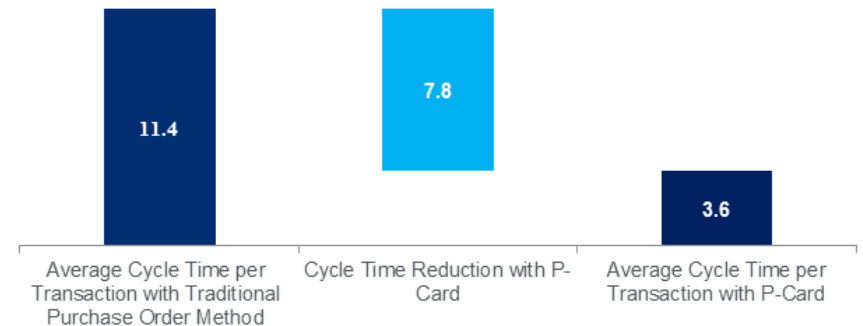
- Customizable reporting with over 1000 elements
- Standardized interfaces with internal systems
- Compliance and budget monitoring

Best Practice Research – Purchase Card

Cost Reduction per Transaction by Purchasing Card Use



Cycle Time per Transaction by Purchasing Card Use



Corporate Travel and Entertainment Card

Citi's Corporate Travel and Entertainment (T&E) Card with global coverage is simple and easy to use. Our T&E Card provides efficiency, control, and visibility for financial benefit.

Key Features

Process Efficiency

- Simplified payment at point of use vs invoice, vouchers, and cash advances
- Automated T&E and financial management

Traveler Care

- Ease of use
- Ubiquitous global acceptance
- Insurances and traveler support

Control

- Variable spending limits by cardholder
- Merchant controls and limits
- Fraud monitoring and early warning via mobile

Visibility and Reporting

- Customizable reporting with over 1000 elements
- Standardized interfaces with expense management systems
- Compliance and budget monitoring

Financial Management

- Supplier management and negotiation
- Travel spending and forecasting
- Working capital / payment terms

Best Practices – % in Best Practice Programs

POLICY	Mandate travel card use	78%
	Ongoing program communications to employees	82%
	Disciplinary actions for card misuse	83%
PROGRAM	Percent employees with individual travel cards	87%
	Percent of travel spend on company card	92%
	Allow ATM/Cash access	23%
DATA	Expense reports pre-populated with card data	78%
	Integrate travel data sources to drive discounts	69%

Source: "Best Practices," Biannual RPMG 2013 Corporate Travel Card Benchmark Survey Results.



Central Travel Account: Traditional Plastic & VCA for Travel

Central Travel Accounts (CTA) allow business expenses of non-carded individuals i.e. employees, non-employees and consultants, to be captured via a single, centrally billed account



Traditional Central Travel Account



VCA for Travel

When to Use	Standard air purchases for employees without cards	Low cost carriers (LCC) and hotel purchases for employees without cards
Coverage	Globally available	Virtual Card Account in ~40 markets
Benefits	✓ Captures enhanced data ✓ Provides enhanced data with financials ✓ Reduces data reconciliation efforts	✓ Allows adherence to corporate travel policy for non-carded employees ✓ Maximizes spend captured for improved visibility, control, compliance, and administration

Program Management with Online Tools

Software Platforms:

CitiManager:

- Program Management tool and Single Sign On Portal to below tools
- Program and Cardholder Portal
 - Online Statements
 - Online Reporting
 - Training
 - Digital Convenience

Expense Management:

- Allows cost allocation and Interface with Financial Systems

Reporting:

- Ad hoc reporting on over 800 data elements

Total Systems (TSYS):

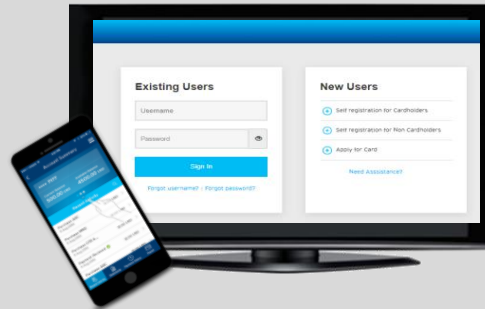
- Back end processor
 - Program hierarchy/infrastructure
 - Program Controls

Association:



CitiManager

with single sign-on



Program Management

Cardholder Management

Program Maintenance

- Real-time Program Updates / Changes, including hierarchy transfers
- Online Application (OLA) Processing
 - Admin Users - Entitlement based access that is secure & compliant



Financial Management

- P-Card/Travel Card Transaction reallocation module
- View statements, recent activity, and credit / balance information via CitiManager Mobile



Secure File Sharing

- File sharing for large and sensitive documents
- Folder based file delivery for intuitive storage and access.



Online Training

- Trainings offered on all aspects of card program
- Tools and demos to assist with using CitiManager
- Live instructor lead trainings, Online modules and quick reference guides



Reporting and Data Mining

- Scheduled & Ad-hoc reporting
- Graphical Program Dashboard Summary Reports
- Optional Program Audit Tool (PAT)
- 36 months of historical data available



CitiManager: Cardholder Overview

CitiManager provides cardholders with a high level overview of their account details, including available current balance, available credit, and next payment due date.

The screenshot shows the CitiManager interface for a cardholder. At the top, there's a navigation bar with the CitiManager logo, company name (ACME INTERNATIONAL CORPORATION PRIVATE LTD, US), and user information (Welcome, Evangeline). Below this, four large colored boxes display key account metrics: Credit Limit (\$9,252), Total Balance (\$749), Available Credit (\$132), and a pending payment of \$125. A sidebar on the left contains icons for home, account, statements, alerts, payments, and resources. The main content area features a 'Recent Activities' section with a search bar and a table of transactions. The table lists transaction dates, posting dates, details, exchange rates, and amounts, with a link to view details for each entry.

TRANSACTION DATE	POSTING DATE	TRANSACTION DETAIL	EXCHANGE RATE	AMOUNT
07/15/2015	07/15/2015	Carr Lane MFG Company	USD	\$707.41
07/15/2015	07/15/2015	Graybar Electric Company	USD	\$707.41
07/15/2015	07/15/2015	Gleason Cutting Tools	USD	\$707.41
07/15/2015	07/15/2015	Carr Lane MFG Company	USD	\$707.41
07/15/2015	07/15/2015	Gleason Cutting Tools	USD	\$707.41
07/15/2015	07/15/2015	Gleason Cutting Tools	USD	\$707.41
07/15/2015	07/15/2015	Gleason Cutting Tools	USD	\$707.41
07/15/2015	07/15/2015	Carr Lane MFG Company	USD	\$707.41
07/15/2015	07/15/2015	Gleason Cutting Tools	USD	\$707.41
07/15/2015	07/15/2015	Gleason Cutting Tools	USD	\$707.41

What is Available

- **Home** shows a snapshot of cardholder's account activity and company messages
- **My Card Account** shows pending requests associated with the cardholder's account and allows updates to contact details
- **Statement** shows current and past statements for view, download, or print
- **Payment** (optional on TE Cards) allows cardholders to make or delete payments as well as view past payments
- **My Profile** allows cardholders to enroll in Citi Alerts, update their user preferences and profile, reset challenge questions, and change their password
- **Resources** shares site messages, and provides access to site user guides and FAQs

CitiManager: Online Maintenance

CitiManager Online Maintenance (OLM) allows updates to account profile information and ability to manage cardholder credit limit, charging rights, and account status

Card Status		Enter "A" for closure and "G" for temporary block. To unblock a card remove code. If field is blank the card is active
Single transaction limit	30	Enter the maximum limit the cardholder can spend in one transaction, enter whole numbers only.
Card delivery destination	Business	Select the card delivery destination
PIN delivery destination	Business	Select the PIN delivery destination
Business telephone number	123 · 11111 · 2222222222 · 3333	Enter business telephone number in the following format country code-area code-telephone number-extension.
Home telephone number	321 · 44444 · 5555555555 · 6886	Enter home telephone number in the following format country code-area code-telephone number-extension.
Mobile telephone number	357 · 5050505050	Enter mobile telephone number in the following format country code - mobile telephone number
E-mail address	TEST@CITI.COM	Enter new corporate email address

.....

Citibank International PLC

What is Available

- There are **over 150 fields** in CitiManager that can be updated online
- Program Administrators have the ability to change cardholder credit limits in real time
- Cardholders can update their contact details online, in real time

CitiManager: Global Card Management System (GCMS)

GCMS is Citi's transaction management module that assists users in reconciling card transactions through optional work flow approvals and export into your organization's accounting system.

Expand All | Collapse All

SEARCH RESULTS Search Total: 11,228.74

Detail	Reviewed	Approved	Posting Date	Transaction Date	Description	Transaction Amount	Sales Tax	Alternate Tax Amount	Additional Information
  	☐	☐	06/09/2010	06/02/2010	JONES WELDING & IND SU ALBANY, GA -317070000	971.08	63.53		
  	☐	☐	06/14/2010	06/10/2010	JONES WELDING & IND SU ALBANY, GA -317070000	1,021.56	66.83		
  	☐	☐	06/14/2010	06/10/2010	MISCELLANEOUS CREDIT	(652.72)			
  	☐	☐	06/17/2010	06/16/2010	INDUSTRIAL MANUFAC ALBANY, GA -317030000	679.12	44.43		
  	☐	☐	06/22/2010	06/22/2010	KIT KAMAN ALBANY GA 912-432-0090, GA -317070000	81.62	3.14		
  	☐	☐	06/30/2010	06/30/2010	KIT KAMAN ALBANY GA 912-432-0090, GA -317070000	80.67	3.10		

ACCOUNTING CODES INFORMATION Display accounting codes from Account Level

Expense Description

Sales Division Department G/L Account code

Copy to All on Page

 	☐	☒	07/07/2010	07/07/2010	KIT KAMAN ALBANY GA 912-432-0090, GA -317070000	491.35	18.90		
 	☐	☒	07/08/2010	07/07/2010	FASTENAL CO-MO/TO 05074538920, MN -559870000	968.42	62.30		
 	☐	☒	07/08/2010	07/07/2010	FASTENAL CO-MO/TO 05074538920, MN -559870000	961.28	61.84		
 	☐	☒	07/09/2010	07/08/2010	STAPLES 00110775 ALBANY, GA -317010000	284.70	18.63		

Expand All | Collapse All

1 - 10 View Next >>

Quick Facts

- GCMS solution:
- Offers **auto-reallocation capability**
- Provides an **extensive transaction review and work-flow approval process**
- Provides **level three data**
- Offers integrated **transaction reallocation** capability supported by file uploads from client ERP systems
- Is capable of **receipt imaging**

Approve Transactions

Split expenses

Upload Receipts

Assign Expenses

Citi Custom Reporting System: Robust Reporting & Visibility

Citi's reporting continuum provides depth of data, available based on controlled reporting hierarchy, and commensurate with user role or need

Dashboards

- High-level graphic summary of your program, viewable through multiple dimensions with drill-down functionality.
- Five unique dashboard reports highlight program performance and vendor & transaction information

Standard and Shared Reports

- Users can modify existing standard report templates to suit their individual business requirements.
- Frequently used standard reports include Account Statement Report, Daily Transaction Summary Report, and Merchant Detail Report.

Ad Hoc Reporting

- Custom reports can be generated from over 800 data elements, including level III and enhanced folio data.
- Reports can be saved and run automatically.
- Access to more advanced functionality, such as sub-totaling columns and on-the-fly charting capabilities.

Program Audit Tool

- Parameter driven rules flag accounts and transactions identified as noncompliant with internal policy.
- Enhances program auditing, improves compliance, prevents card misuse and reduces fraud.
- 13 standard audit reports with 35 customizable parameters.

Single Sign On

1

Available to All Entities

2

**Designed that all users
in an entity will be
using CitiManager**

3

**Features and
functionality continue
to expand within
CitiManager**

4

**Program
Administrators use
includes real time
maintenance**

5

**Cardholders can view
monthly statements
and set up alerts**

**Online statements provide same
information as paper statements**

6

**Eventually there only
be one option for
access to the online
systems-through
CitiManager**

Fraud Management

Citi Fraud Management aims to mitigate all fraud types by leveraging clearly defined teams, working in tandem, in order to provide a holistic and safe solution for our customers.

Fraud Analytics: Detection & Mitigation

1

Analytics

- Fraud analysis throughout the course of the day, evaluating unusual spend patterns and reviewing confirmed fraud cases
- Interact with Citi's partners and external working groups to identify compromised merchants

Analytics:

Strategy Development:

- Rules created using a multitude of criteria:
 - High Risk Merchants
 - High Velocity Transactions
- High Fraud Scores (provided by vendor and Associations)

Strategy Development

Fraud Early Warning: Notification & Verification

2

Notification

- C/H's are immediately notified via multiple channels (e-mail; SMS and Voice) when a fraud rule has been triggered

Notification:

Transaction Verification

- C/H can acknowledge charge is theirs – no further action required
- If Fraud charges are present will be provided with a toll-free number to call for further assistance

Transaction Verification:

Security Operations: Recovery & Investigation

3

Recovery

- At point of notification c/h will be sent an affidavit that needs to be signed and returned to Citi for further processing – Note: credit will not be supplied until document has been returned
- Upon receipt of affidavit an investigator will be assigned to the case and all recovery efforts pursued

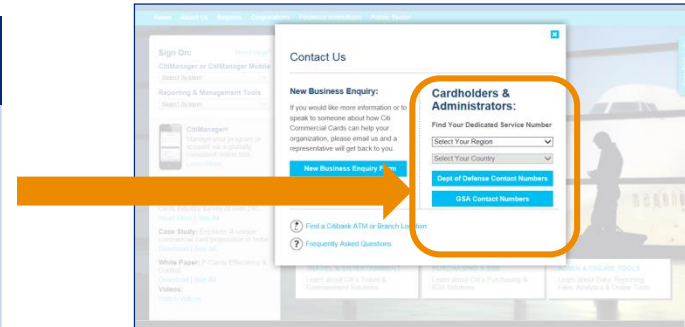
Recovery:

What to do if you Suspect Fraud?

If you suspect any type of fraud, notify Citi immediately by calling the number on the back of your card

What Should I do if I Experience.... Fraud?

Call the general customer service number on the back of your card immediately. If you do not have your card, go to www.citicommercialcards.com, select the “Contact Us” button on the home screen, and enter your regional and country information for the appropriate Citi Representative contact number to call. Save the appropriate Citi number and information in your mobile phone contacts.



What Should I do if I ExperiencePhishing, Vishing or Smishing?

Report the suspected scam immediately to the following email addresses: spoof@citicorp.com. This ensures Citi is made aware of the potential scam and can conduct the necessary investigations. Within the US, also report the suspected scam to the US Federal Government at spam@uce.gov. If you have provided your account information or credit card number during one of these potential scams, please call a Citi Representative using the number on the back of your card or via the Citi website. The Citi Representative will close out your account immediately and have a new card issued to you.

What Information Should I Have Ready when Communicating with a Citi Representative and how can I be Sure that I am Speaking with Citi?

Citi will reach out to you via phone, text message and / or email, and a Fraud Early Warning block may be placed on your account. You will be asked to verify recent transactions (e.g. amounts and vendor names). **Citi will not ask you for any personal information during an outbound call.** If calling Citi back due to a message received (inbound call), we may ask you to verify your card number and / or additional details on your account (name, Employee ID, address, etc.). **Citi will NEVER ask you for your PIN.** If at any point during a Citi call you are not comfortable, the Citi Representative will understand and ask you to call the number on the back of your card or available via Citi's website.

Customer Contact Strategy

We have extended our communication channels to include voice, 2-way email, 2-way text and voice notifications, to help minimize cardholder impacts

Benefits to Clients

Security: Verify charges by replying to Citi's text message—free of charge

Timeliness: Receive immediate notification of suspect transactions for immediate action

Convenience: Confirm or refute suspicious activity immediately, even when traveling

Key Features

SMS and Voice

- **Two way text** and **voice message alerts** to potentially fraudulent activity on your account
- Two-way text allows cardholders to easily report fraud and approve transactions

E-mail Notice

- Our **one and two way e-mail notifications** are another way for you to stay in touch—whether you're at your desk, out of the office or traveling abroad

E-mail

- Sends e-mail to the cardholder
- Cardholder confirms or denies charge by calling Citi



SMS

- Citi sends Text Message (SMS) to the cardholder
- Cardholder confirms or denies charge thru SMS or by calling Citi



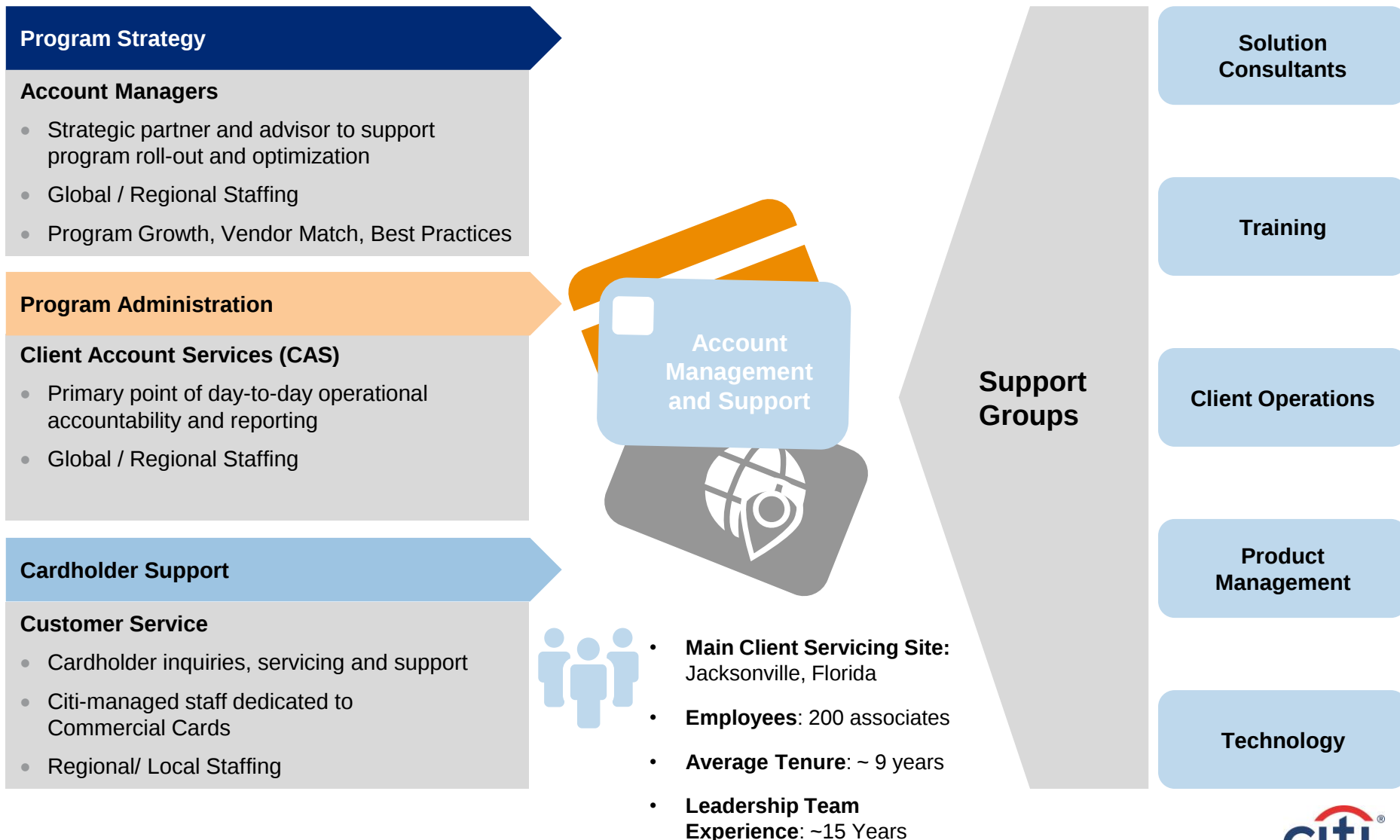
Voice

- Recorded system places call to the cardholder
- Cardholder confirms or denies charge during call with Citi



Service Support: Your Commercial Card Client Delivery Team

A seasoned group of professionals that service our clients and their cardholders with distinction.



Client Account Specialist (CAS)

1

**Primary support
to Client
Program
Administrators**

2

**Day-to-day card
program
management
inquiries**

3

**Manage
authorization
controls**

4

**Changes to
program setup**

5

**Add/Remove
Program
Administrators**

6

**Four dedicated
persons to the
State of Texas
Contract, back
up support from
network of CAS
personnel**

7

**Toll free call or
email**

8

**Availability
6:00am to
8:00pm CT**

Help Desk

1

**On-line/Web-based
tool helpdesk**

2

Password resets

3

**Statement and
reporting assistance**

4

**Navigation of
functionality of web
tools**

5

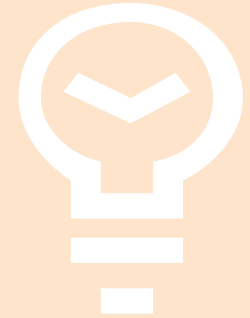
Toll free call or email

6

**Availability 5:00am to
8:00pm CT**

Training

- During implementation and Ongoing
- Monthly webinars for each software platform
- On Line User Guides
- CLASS is on line training tutorial
- Newsletter published 3 times a year



Annual User Conference and Hands-On Training

Austin



Houston



Dallas



Next Steps

- Confirm Texas Smartbuy Membership Co-Op Status ☐
- Provide 2 years of full audited financials ☐
- Approximate annual spend on card program ☐
- Approximate number of cards ☐
- Type of program: Travel, Purchase, or both ☐
- Current provider (optional) ☐
 - Contract allows
 - No fees for standard files and card colors
 - Rebate begins with first dollar of spend



Keys to Success

1

Senior management support

2

Set benchmarks and measure your success

3

Involve key areas during the planning process

4

Adhere to and enforce your policies and procedures

5

Audit your program

6

Review periodically for potential enhancement opportunities

Appendix

Sample Bill



4547

Account Number	Payment Date	New Balance	Total Amount Due	Enter Amount Paid
XXXX-XXXX-XX64-3500	07/28/2014	\$3,555.85	\$3,555.85	

Citi Demo

Citibank
P.O. Box 183173
COLUMBUS, OH 43218-3173

Payment coupon: Please cut along perforation and return this portion with your payment. Make check or money order payable in U.S. dollars on a U.S. bank to Citibank. Include account number on check or money order. No cash please. Do not staple or tape your check to this coupon.

CITIBANK CORPORATE CARD

Credit Line	Previous Balance	Payments and Credits	New Charges	New Balance
\$10,000.00	\$1,101.34	\$1,002.14	\$3,456.65	\$3,555.85

Statement Date
07/03/2014

Due Date
07/28/2014

FOR CUSTOMER SERVICE CALL OR WRITE 1.800.248.4553 Citibank P.O. Box 6125 Sioux Falls, SD 57117

SEND PAYMENTS TO: Citibank P.O. Box 183173 COLUMBUS, OH 43218-3173

Account Number		Available Credit Line		Cash Advance Limit*		Available Cash Line**	
XXXX-XXXX-XX64-3500		\$9,306.97		\$0.00		\$0.00	
Sale Date	Post Date	Reference Number	Type of Activity		Total Amount		
06/01/2014	05/04/2014	05432864154000467430240	UNITED 81674560308466 Zulma NSMT Raine DFW CA H ORD CA H DFW		860-932-2732 TX DEPARTURE: 06/09/2014	\$539.44	
06/02/2014	05/04/2014	05546594154456995600433	EMPIRE SIECHWAN RESTAU		NORTHBROOK IL	\$21.85	
06/03/2014	05/04/2014	05410194155235171181265	ALLSTATE WEST 40093304		NORTHBROOK IL	\$8.59	
06/04/2014	05/05/2014	05410194156235161220775	ALLSTATE WEST 40093304		NORTHBROOK IL	\$8.59	
06/05/2014	05/06/2014	05410194157235171260943	ALLSTATE WEST 40093304		NORTHBROOK IL	\$6.45	
06/05/2014	05/06/2014	75186134156050100011590	HILTON NB ALLGAUERS		NORTHBROOK IL	\$35.00	
06/05/2014	05/09/2014	05546594157456995600323	EMPIRE SIECHWAN RESTAU		NORTHBROOK IL	\$15.30	
06/06/2014	05/09/2014	05146484157720053280202	MCDONALD'S P6941		WHEELING IL	\$9.35	
06/06/2014	05/09/2014	05410194158235171069574	ALLSTATE WEST 40093304		NORTHBROOK IL	\$7.79	
06/06/2014	05/09/2014	05178424158766377444326	BUDGET RENT-A-CAR		CHICAGO IL	\$321.09	
06/06/2014	05/09/2014	05432864158000123142185	DFW AIRPORT PARKING		DFW AIRPORT TX	\$107.00	
06/06/2014	05/09/2014	05432864158000136012318	AONTIE ANNES OSARE T2		CHICAGO IL	\$10.31	
06/06/2014	05/09/2014	05508364159556014506371	CROWNE PLAZA NORTHERO		NORTHBROOK IL	\$527.25	
06/09/2014	06/10/2014	05410194161235161046124	ALLSTATE SOUTH40093296		NORTHBROOK IL	\$10.83	

ACCOUNT SUMMARY CURRENT PERIOD		Previous Balance	Payments	Credits	Purchases and Advances	Interest Charges	New Balance
Purchases Advances TOTALS		\$1,101.34	\$1,002.14		\$3,456.65		\$3,555.85
DAY(S) IN BILLING PERIOD: 30			Purchases	Cash Advances	Amount Over Credit Limit:		
Balance Subject To Interest Charges		>	50.00	50.00	Amount Past Due:		
Periodic Rate		>	0.00%	0.00%	Net Total Charges:		
ANNUAL PERCENTAGE RATE		>	0.00%	0.00%	Total Cash Advances:		
					Current Period Total:		
					\$0.00		
					\$99.20		
					\$3,456.65		
					\$0.00		
					\$3,456.65		

* Cash Advance Limit is a portion of your Total Credit Line

** Available Cash Line is a portion of your Available Credit Line



Non-Cardholder View CitiManager

Card Information

Card number:	XXXXXXXXXX100641	Account Status:	Open
Name:	JOHN A MAHNKE	Employee ID:	0000000000
Address Line 1:	388 GREENWICH ST	Work Phone:	2128160000
Address Line 2:	FL 25	Mobile Number:	6460000000
City:	NEW YORK	Fax Number:	2128160000
State/Region:	NY	Email:	JOHN.MAHNKE@CITI.COM
Country:	UNITED STATES OF AMERICA	Postal Code:	100132375
Hierarchy	89996-25020-31000		

[» Update Account](#)

Aging of Balance

Past Days	1-30 Balance past due	31-60 Balance past due	61-90 Balance past due	91-120 Balance past due	>121+ Balance past due
Amount	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

Transactions Since Last Statement

	No.	Transaction date	Posting Date	Reference	Transaction detail	Transaction Amount	Transaction Currency	Exchange Rate	Card/Posting amount
	1	07/14/2010	07/16/2010	24013390196020103788644	TUBING & METRIC HYDRAULIC	46.97	USD		46.97
	2	07/15/2010	07/16/2010	24492800196118000100018	NATIONAL LOAN INVESTORS L	120.00	USD		120.00
	3	07/15/2010	07/16/2010	24493980196206854800012	PIC	150.80	USD		150.80
	4	07/15/2010	07/16/2010	24692160196000085880069	LOWES #00685	16.17	USD		16.17
	5	07/15/2010	07/16/2010	24692160196000118924447	LOWES #00685	98.16	USD		98.16

[» Show authorizations](#) [» Show additional transactions](#)

Citi Custom Reporting System (CCRS)

Running Reports

Citibank® Custom Reporting System

Citigroup.com

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[TRADEMARK SIGNOFF: add the appropriate signoff for the relevant legal vehicle]

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City Council Agenda June 17, 2021

Agenda Item:G9 Minute Resolution (Action Item)

Agenda Description:

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

Background Information:

We currently have one (1) vacant position on the EDC Type A. The position has been vacant for many months.

Aleshia Hayes has filed an application with to serve on a City board. After discussing the Type A Corporation with her, she would like to be considered for appointment.

Financial Information:

No cost associated with the appointment.

City Contact and Recommendations:

Alice Holloway, City Secretary

Staff has no recommendation on this item.

Attachments:

1. Board Application



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? 1

Occupation: Professor

Place of Employment: University of North Texas

Employment Address: Denton Texas

Voter Registration No.: **Date of Birth:** [REDACTED]

Boards/Commission Chosen:

Planning & Zoning Commission, Type "A" Economic Development Corporation Board, Type "B" Economic Development Corporation Board, Library Board

If you are interested in more than one board, What board is your preference:

Planning and zoning

Name: Aleshia Hayes

Date: 2021-05-18



May 2021

This month the department devoted some time to catching up on training goals put on hold during COVID. We have begun taking advantage of simulator training made available through a regional grant at Burleson PD. Patrol officers have participated in two sessions thus far and moving forward all patrol officers will attend monthly interactive training focused on de-escalation. The department conducted some inhouse training to get officers updated in several key medical response areas including: CPR, Self-Aid Buddy-Aid (tourniquets and traumatic first aid response) and Narcan (used in response to Opioid overdose). Additionally, all police staff completed the city mandated Computer Security and Harassment training.

Two new officers are engaged in Field Training, one hired in late April and the other hired in early May. Both are progressing well through the program. A third recruit we hired at the end of May is scheduled to complete the Hill College Police Academy and will begin field training the week of June 7.

Officers investigated nine crashes in May. Three were single vehicle in which the driver left the roadway and struck a fixed object. Those were generally attributable to driver distraction/inattention. There were six multi-vehicle crashes reported. Two were at intersections controlled by traffic signals (Broadway at Cooper and Broadway at 12th) the crash at Cooper was attributed to a failure to yield at the permissive turn signal. Other multi-vehicle crashes were attributed to failing to yield right of way at stop signs or private driveway exits.



Patrol

Category	May 2021	May 2020	2021 year to date
Dispatched Calls	284	196	1,261
Arrests	6	6	22
Crash Reports	9	3	41
Traffic Stops	199	79	932
Citations	128	52	566
Outside LE Agency Assist	6	10	56
Reports	43	36	250

Investigations

Category	May 2021	May 2020	2021 year to date
Crimes Against Persons	1	5	29
Property Crime (Thefts, Damage)	9	6	57
Other (Drug or Alch/Missing/Deceased)	3	3	28
Total	13	14	114

Crime by Offense Type

Category	May 2021	May 2020	2021 year to date
Murder/Non-Negligent Homicide	0	0	1
Manslaughter by Negligence	0	0	0
Rape	0	0	1
Robbery	0	0	1
Assault	0	5	21
Burglary (bldg. and vehicle)	3	3	10
Larceny (theft, fraud)	4	3	34
Total	7	11	68

Training

Category	May 2021	2021 Year to Date
Computer Based	84	114
Classroom	28	92
Total	112	206

Community Outreach

Category	Date
YMCA Healthy Kids Day	5/29/2021
Crime Stoppers	5/11/2021

Staffing

Category	Commissioned	Non-Commissioned
Positions	12.5	2.5
Vacancies	0	0

Promotions and Hiring

This month two officers were hired during May. Both are Hill College Police Academy graduates; one has started field training and the other completes the Police Academy in June. This fills all of our authorized positions.

Complaints and Commendations

Category	May 2021	2021 Year to date
Commendations	2	5
Complaints	0	0



Police Fleet

Unit#-YR	Year/Make	Mileage	Service
81-07	2007/Chevy	133,282	Admin/Investigations
82-21	2021/Ford	3,617	Patrol
83-21	2021/Ford	1,285	Patrol
84-16	2016/Ford	70,852	Admin/Investigations
85-17	2017/Ford	76,626	Patrol
86-19	2019/Ford	59,037	Patrol
87-20	2020/Chevy	15,849	Patrol
88-20	2020/Chevy	14,868	Patrol

Incident Details Report

6/9/2021

Joshua Police Department

Categories:	Peer Recognition, Public Commendation, Public Recognition, Supervisor Commendation, Supervisor Recognition, Attendance, External Complaint - City, External Complaint Other Agency, Internal Complaint
Date Range:	5/1/2021 - 6/1/2021

Supervisor Recognition

For: Bright, Nicholas (P191)

Occurred: 5/11/2021

By: Gelsthorpe, David (P186)

Entered: 5/11/2021

I want to express my gratitude to Officer Bright and Officer Sosebee for their commitment to the Joshua Police Department. During the months of April and May, the department has had numerous shift vacancies to cover and both Officer Sosebee and Officer Bright have quickly volunteered to provide the necessary coverage. Both officers have demonstrated service above self and deserve recognition and appreciation.

Supervisor Recognition

For: Sosebee, Leigh (P194)

Occurred: 5/11/2021

By: Gelsthorpe, David (P186)

Entered: 5/11/2021

I want to express my gratitude to Officer Bright and Officer Sosebee for their commitment to the Joshua Police Department. During the months of April and May, the department has had numerous shift vacancies to cover and both Officer Sosebee and Officer Bright have quickly volunteered to provide the necessary coverage. Both officers have demonstrated service above self and deserve recognition and appreciation.

Public Recognition

For: Session, Kristie (P155)

Occurred: 5/6/2021

By: Short, Shaun (P181)

Entered: 5/7/2021

Nacelle called on 5/7/2021 and said that she was a passenger in a pick-up truck stopped by Recendez an Session about 10p. Said interactions were with Resendez and was very friendly and it was the most positive interaction she had ever had in her life with police.

By: Short, Shaun (P181)

Entered: 5/7/2021

I'm impressed, this is outstanding!

Public Recognition

For: Resendez, Enrique (P198)

Occurred: 5/6/2021

By: Short, Shaun (P181)

Entered: 5/7/2021

Nacelle called on 5/7/2021 and said that she was a passenger in a pick-up truck stopped by Recendez an Session about 10p. Said interactions were with Resendez and was very friendly and it was the most positive interaction she had ever had in her life with police.

By: Short, Shaun (P181)

Entered: 5/7/2021

I'm impressed, this is outstanding!



Joshua Fire Department Monthly Activity Report

May 2021

PERSONNEL & PROGRAMS

Participation hours dropped from 700 hours to 587 in May. This is an average of 42 hours per member. We are grateful for all of our members participation.

Firefighter Andrew Gatlin is the winner of the quarterly Highest (non-officer) Call Response recognition for March-May. Andrew responded to 47 emergency incidents during the last quarter. Thank you Andrew! Andrew will receive a \$100 voucher towards the purchase of fire related equipment or personal uniform items.

CODE COMPLIANCE

Code Compliance continues to focus on target hazards such as high grass, junk cars, and accumulated trash with emphasis on ensuring that the main thoroughfares, especially at the city limits, are in compliance. We understand that the recent rains have delayed mowing of some properties and we are being lenient by extending a little more time.

Case Information for May- 2021			
2021			
Violations	Apr	May	Totals
Cargo Container	1	0	1
HIGH GRASS AND WEEDS	9	29	38
Junk and Debris (Nuisance)	4	4	8
Fail To Obtain Trash Service	2	1	3
Overgrown Vegetation and Weeds	3	0	3
DELINQUENT NOTICE FOR TRASH SERVICE	20	0	20
Abandoned and Junked Vehicles	0	3	3
Unapproved Parking Surface	0	2	2
Junk/Inoperable Motor Vehicle	0	2	2
Totals	39	41	80
Pass Due Trash Collected	\$3,011.42	\$2,852.18	
Casses Closed	19	36	
14 Trash Cases Closed			
20 High Grass Casses Closed			
2 Nuisance Cases Closed			

EMERGENCY RESPONSE

The Incident Response report has been revised to more accurately reflect numbers of responses especially those that are adequately staffed. Adequately Staffed responses previously included EMS incidents, which does not reflect the true intent of tracking adequately staffed incidents. Because the format has changed we do not have the previous months comparisons.

JOSHUA FIRE DEPARTMENT				
EMERGENCY INCIDENT STATISTICS				
MONTH:	May			
		PREVIOUS MONTH	CURRENT MONTH	YTD
CITY INCIDENTS				
STRUCTURE FIRES		0	0	0
GRASS FIRES		0	0	0
VEHICLE FIRES		1	0	1
EMS		53	54	107
MVA		6	9	15
TOTAL INCIDENTS		60	63	123
COUNTY INCIDENTS				
STRUCTURE FIRES		0	1	1
GRASS FIRES		1	0	1
VEHICLE FIRES		1	0	1
EMS		15	20	35
MVA		5		5
TOTAL INCIDENTS		22	21	43
MUTUAL/AUTO AID				
M/A GIVEN		11	5	16
M/A RECEIVED		9	6	15
A/A RECEIVED		5	6	11
STAFFING LEVELS (STRUCTURE FIRE ONLY)				
ADEQUATE		0	3	3
INADEQUATE		0	1	1
MISSED INCIDENTS		0	0	0
RESPONSE TIMES				
JOSHUA		0		
COUNTY		0		

TRAINING

Training for May included various topics. Members participated in vehicle extrication practice using demonstrated hydraulic tools that the department is considering purchasing. The tools are battery powered, which will greatly free up maneuverability for firefighters, decrease noise levels, and expand the range of the tools abilities.

DATE	TOPIC	HOURS	ATTENDANCE
05/03	Salvage/Overhaul Candidate	2	3
05/05	Extrication Tools & Techniques	4	9
05/10	Ladders Candidate	2.5	2
05/12	Vehicle Stabilization	2.5	7
05/14	Keys to the City	4	3
05/17	FF Survival & Saving our own Candidate	3.5	4
05/19	Extrication Hands-on Genesis Battery Tools	3	11
05/24	Extrication Tools Candidate	2	3
05/26	AH BLS CPR Recertification	2	12
05/26	EMS CE's Sports Injuries	3	12

City of Joshua
Municipal Court Council Report
From 5/1/2021 to 5/31/2021

6/1/2021 12:12 PM

Violations by Type

Traffic	Penal	City Ordinance	Parking	Other	Total
120	1	3	0	14	138

Financial

State Fees	Court Costs	Fines	Tech Fund	Building Security	Total
\$7,603.80	\$4,531.26	\$6,451.40	\$329.92	\$378.02	\$19,294.40

Warrants

Issued	Served	Closed	Total
0	0	9	9

FTAs/VPTAs

FTAs	VPTAs	Total
1	9	10

Dispositions

Paid	Non-Cash Credit	Dismissed	Driver Safety	Deferred	Total
44	0	48	9	25	126

Trials & Hearings

Jury	Bench	Appeal	Total
0	0	0	0

Omni/Scofflaw/Collection

Omni	Scofflaw	Collections	Total
33	0	33	66

City of Joshua
Parks & Recreation
Status Report
For the month of May 2021

Grounds Maintenance	City Park	Baseball Complex	City Facilities	Entry Way Signs
Mowing	40	48	35	
Weed Eating, Edging, Blowing	20	25	22	
Hedge & Tree Trimmimg				
Flower Beds/Landscaping				
Fertilizing/Over Seeding				
Irrigation				
Trash Removal	50	14	10	

Field Maintenance	Field One	Field Two	Field Three
Mowing	20	16	12
Weed Eating	6	5	4
Infield Edging			
Striping	4	4	3
Infield Draging	30	20	20
Infield Repair			
Fertilizing/Over Seeding			
Infield Watering			
Trash Removal	3	3	6

Building Maintenance	City Park	Baseball Complex	City Facilities
Custodail Duties	70		
General Repairs	40		16
Toddler Playground			
Equipment Maintenance	15	18	25
Special Events			
Remodeling			

City of Joshua
Parks & Recreation
Status Report
For the month of May 2021

Activity	Total Hours
Mowing	123
Weed Eating, Edging, Blowing	67
Hedge & Tree Trimmimg	
Flower Beds/Landscaping	
Fertilizing/Over Seeding	
Irrigation	
Trash Removal	74
Field Mowing	48
Field Weed Eating	15
Infield Edging	
Striping	11
Infield Draging	70
Infield Repair	
Fertilizing/Over Seeding	
Infield Watering	
Trash Removal	12
Custodail Duties	70
General Repairs	56
Toddler Playground	
Equipment Maintenance	58
Special Events	
Remodeling	85
Total Man Hours	689

Public Works Monthly Team Status Report

For The Month Of May 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

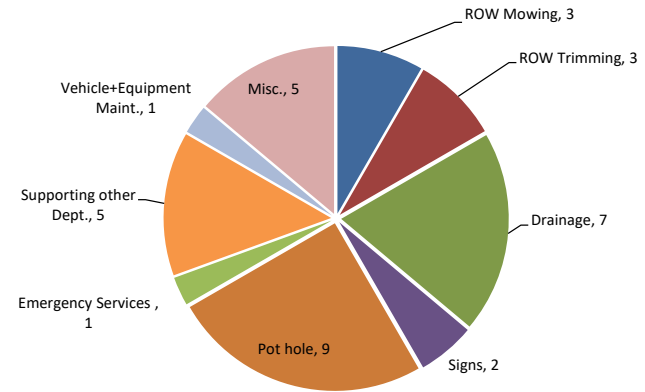
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City of Joshua
Public Works Monthly Activity Report
For the Month of May 2021

	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					3
ROW Trimming			1		1		1																	1								3
Drainage			1															1	1					1	3							7
Signs					1																			1								2
Hot Asphalt																																0
Pot hole				1													1	1	1	1	1					1	1	1				9
Building Maint.																																0
Concrete																																0
Emergency Services					1																											1
Crack Seal																																0
Safety Meeting																																0
Supporting other Dept.										1	1	1	1	1																		5
Vehicle+Equipment Maint.																											1					1
Misc.					1															1	1						2					5

Chart reflects one per daily occurrence

ROW Mowing	3
ROW Trimming	3
Drainage	7
Signs	2
Hot Asphalt	0
Pot hole	9
Building Maint.	0
Concrete	0
Emergency Services	1
Crack Seal	0
Safety Meeting/Classes	0
Supporting other Dept.	5
Vehicle+Equipment Maint.	1
Misc.	5



Building Inspection Report

May 2021

May	2021	2020	YTD 2021	YTD 2020
Building	42	40	258	168
Electrical	35	34	191	132
Plumbing	33	28	169	110
Mechanical	15	11	77	48
Re-Inspections	0	10	8	62
Certificate of Occupancy	1	1	8	6
Certificate of Occupancy Re-Inspection	0	0	0	0
<i>Total # of Inspections</i>	126	124	711	526
Plan Review	20	12	107	53

Building Permit Report

May 2021

May	2021	2020	YTD 2021	YTD 2020
Building	40	14	196	98
Electrical	20	16	91	50
Plumbing	20	18	93	66
Mechanical	16	5	68	28
Permanent Sign	2	3	5	5
Temporary Sign	0	0	9	6
Certificate of Occupancy	1	1	6	7
Swimming Pool	3	2	12	3
Sprinkler System	17	2	65	20
Solicitor	0	0	0	0
Contractor Registration	21	17	80	64
MHP Registration	0	0	3	0
<i>Total # of Permits</i>	140	78	628	347

New Businesses Report May 2021

New Businesses (Certificate of Occupancy Issued)	Address
Claver Realty, LLC	313 S Broadway St, Suite #4
Future New Businesses (Applied for Certificate of Occupancy not completed)	Address
Los Galindo's Mexican Food	520 N Broadway St, Suite D
New CO Issued for existing Business (New Owner, New Location, Name change,etc)	Address

PermitReport

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Issued Date	Permit #	Contact	Property	Permit Type	Est Value	Sq Ft	Permit Amt
5/7/2021	21-00240-01	MLB Landscape	402 EDGEHILL Road	Residential Irrigation System			\$60.00
5/4/2021	21-00259-01	Sandlin Custom Homes	6033 Glenwood Drive	New Residential Structure	\$431,088.00	4384.00	\$3,896.05
5/4/2021	21-00259-02	Sandlin Custom Homes	6033 Glenwood Drive	New Residential Electrical	\$431,088.00	4384.00	\$262.98
5/4/2021	21-00259-03	NCT Plumbing	6033 Glenwood Drive	New Residential Plumbing	\$431,088.00	4384.00	\$262.98
5/4/2021	21-00259-04	Sandlin Custom Homes	6033 Glenwood Drive	New Residential Mechanical	\$431,088.00	4384.00	\$262.98
5/4/2021	21-00259-05	Sandlin Custom Homes	6033 Glenwood Drive	Residential Irrigation System	\$431,088.00	4384.00	\$60.00
5/4/2021	21-00260-01	Sandlin Custom Homes	1920 Gentle Spring	New Residential Structure	\$397,926.00	3933.00	\$3,501.60
5/4/2021	21-00260-02	Sandlin Custom Homes	1920 Gentle Spring	New Residential Electrical	\$397,926.00	3933.00	\$235.92
5/4/2021	21-00260-03	NCT Plumbing	1920 Gentle Spring	New Residential Plumbing	\$397,926.00	3933.00	\$235.92
5/4/2021	21-00260-04	Sandlin Custom Homes	1920 Gentle Spring	New Residential Mechanical	\$397,926.00	3933.00	\$235.92
5/4/2021	21-00260-05	Sandlin Custom Homes	1920 Gentle Spring	Residential Irrigation System	\$397,926.00	3933.00	\$60.00
5/4/2021	21-00261-01	Sandlin Custom Homes	7057 Valley View Drive	New Residential Structure	\$444,348.00	4571.00	\$4,059.70
5/4/2021	21-00261-02	Sandlin Custom Homes	7057 Valley View Drive	New Residential Electrical	\$444,348.00	4571.00	\$274.20
5/4/2021	21-00261-03	NCT Plumbing	7057 Valley View Drive	New Residential Plumbing	\$444,348.00	4571.00	\$274.20
5/4/2021	21-00261-04	Sandlin Custom Homes	7057 Valley View Drive	New Residential Mechanical	\$444,348.00	4571.00	\$274.20
5/4/2021	21-00261-05	Sandlin Custom Homes	7057 Valley View Drive	Residential Irrigation System	\$444,348.00	4571.00	\$60.00
5/4/2021	21-00262-01	Sandlin Custom Homes	7028 Valley View Drive	New Residential Structure	\$389,489.00	3509.00	\$3,130.55
5/4/2021	21-00262-02	Sandlin Custom Homes	7028 Valley View Drive	New Residential Electrical	\$389,489.00	3509.00	\$210.48
5/4/2021	21-00262-03	NCT Plumbing	7028 Valley View Drive	New Residential Plumbing	\$389,489.00	3509.00	\$210.48
5/4/2021	21-00262-04	Sandlin Custom Homes	7028 Valley View Drive	New Residential Mechanical	\$389,489.00	3509.00	\$210.48
5/4/2021	21-00262-05	Sandlin Custom Homes	7028 Valley View Drive	Residential Irrigation System	\$389,489.00	3509.00	\$60.00
5/4/2021	21-00263-01	Sandlin Custom Homes	6045 Glenwood Drive	New Residential Structure	\$393,863.00	3509.00	\$3,130.55
5/4/2021	21-00263-02	Sandlin Custom Homes	6045 Glenwood Drive	New Residential Electrical	\$393,863.00	3509.00	\$210.48
5/4/2021	21-00263-03	NCT Plumbing	6045 Glenwood Drive	New Residential Plumbing	\$393,863.00	3509.00	\$210.48
5/4/2021	21-00263-04	Sandlin Custom Homes	6045 Glenwood Drive	New Residential Mechanical	\$393,863.00	3509.00	\$210.48
5/4/2021	21-00263-05	Sandlin Custom Homes	6045 Glenwood Drive	Residential Irrigation System	\$393,863.00	3509.00	\$60.00
5/4/2021	21-00264-01	Sandlin Custom Homes	7060 Valley View Drive	New Residential Structure	\$399,671.00	3549.00	\$3,165.55
5/4/2021	21-00264-02	Sandlin Custom Homes	7060 Valley View Drive	New Residential Electrical	\$399,671.00	3549.00	\$212.88
5/4/2021	21-00264-03	NCT Plumbing	7060 Valley View Drive	New Residential Plumbing	\$399,671.00	3549.00	\$212.88
5/4/2021	21-00264-04	Sandlin Custom Homes	7060 Valley View Drive	New Residential Mechanical	\$399,671.00	3549.00	\$212.88
5/4/2021	21-00264-05	Sandlin Custom Homes	7060 Valley View Drive	Residential Irrigation System	\$399,671.00	3549.00	\$60.00
5/3/2021	21-00302-01	Robbie Rumfield	101 E. 12TH Street	Commercial Cement/Asphalt			\$0.00
5/5/2021	21-00304-01	A & B Electrical Service	424 N Broadway Lot # 432	Residential MH Electric			\$60.00
5/5/2021	21-00305-01	A & B Electrical Service	424 N Broadway Lot # 448	Residential MH Electric			\$60.00
5/5/2021	21-00306-01	Ammo Plumbing	424 N Broadway Lot # 448	Residential MH Plumbing			\$60.00
5/5/2021	21-00307-01	Ammo Plumbing	424 N Broadway Lot # 432	Residential MH Plumbing			\$60.00
5/4/2021	21-00308-01	Joshua Crossroad Fellowship Chui	311 VEATCH Street	Parade/Special Event - Small			\$25.00
5/11/2021	21-00311-01	Signs of Success	313 S Broadway Street Suite #4	Permanent Sign		24.00	\$60.00
5/5/2021	21-00312-01	Heaven Sent Ent		Contractor Registration			\$100.00
5/5/2021	21-00313-01	Heaven Sent Ent	120 SHOREWOOD Place	Residential Irrigation System			\$60.00
5/10/2021	21-00316-01	Lighthouse Plumbing & Mechanical		Contractor Registration - Plumbing			\$0.00
5/10/2021	21-00317-01	Sundance Electrical Contracting, L		Contractor Registration - Electric			\$0.00
5/14/2021	21-00318-01	Tricon Construction	1054 S Broadway Street	New Commercial Structure	\$650,000.00	2381.00	\$1,351.00
5/14/2021	21-00318-02	Stratus Field Services, LLP	1054 S Broadway Street	New Commercial Electric	\$650,000.00	2381.00	\$190.48
5/14/2021	21-00318-03	Tricon Construction	1054 S Broadway Street	New Commercial Plumbing	\$650,000.00	2381.00	\$190.48

Issued Date	Permit #	Contact	Property	Permit Type	Est Value	Sq Ft	Permit Amt
5/14/2021	21-00318-04	Tricon Construction	1054 S Broadway Street	New Commercial Mechanical	\$650,000.00	2381.00	\$190.48
5/14/2021	21-00318-05	Tricon Construction	1054 S Broadway Street	Commercial Irrigation Permit	\$650,000.00	2381.00	\$60.00
5/14/2021	21-00319-01	Antares Homes	717 Franklin Drive	New Residential Structure	\$290,272.00	3105.00	\$2,777.00
5/14/2021	21-00319-02	IES Residential	717 Franklin Drive	New Residential Electrical	\$290,272.00	3105.00	\$186.24
5/14/2021	21-00319-03	Antares Homes	717 Franklin Drive	New Residential Plumbing	\$290,272.00	3105.00	\$186.24
5/14/2021	21-00319-04	Antares Homes	717 Franklin Drive	New Residential Mechanical	\$290,272.00	3105.00	\$186.24
5/14/2021	21-00319-05	Antares Homes	717 Franklin Drive	Residential Irrigation System	\$290,272.00	3105.00	\$60.00
5/14/2021	21-00319-06	Antares Homes	717 Franklin Drive	Residential Fence	\$290,272.00	3105.00	\$60.00
5/14/2021	21-00320-01	Antares Homes	705 Franklin Drive	New Residential Structure	\$290,272.00	3169.00	\$2,833.05
5/14/2021	21-00320-02	IES Residential	705 Franklin Drive	New Residential Electrical	\$290,272.00	3169.00	\$190.08
5/14/2021	21-00320-03	GLG Plumbing Co.	705 Franklin Drive	New Residential Plumbing	\$290,272.00	3169.00	\$190.08
5/14/2021	21-00320-04	Antares Homes	705 Franklin Drive	New Residential Mechanical	\$290,272.00	3169.00	\$190.08
5/14/2021	21-00320-05	Antares Homes	705 Franklin Drive	Residential Irrigation System	\$290,272.00	3169.00	\$60.00
5/14/2021	21-00320-06	Antares Homes	705 Franklin Drive	Residential Fence	\$290,272.00	3169.00	\$60.00
5/14/2021	21-00321-01	Antares Homes	1004 Wildwood Drive	New Residential Structure	\$294,962.00	2607.00	\$2,341.15
5/14/2021	21-00321-02	IES Residential	1004 Wildwood Drive	New Residential Electrical	\$294,962.00	2607.00	\$156.36
5/14/2021	21-00321-03	Antares Homes	1004 Wildwood Drive	New Residential Plumbing	\$294,962.00	2607.00	\$156.36
5/14/2021	21-00321-04	Antares Homes	1004 Wildwood Drive	New Residential Mechanical	\$294,962.00	2607.00	\$156.36
5/14/2021	21-00321-05	Antares Homes	1004 Wildwood Drive	Residential Irrigation System	\$294,962.00	2607.00	\$60.00
5/14/2021	21-00321-06	Antares Homes	1004 Wildwood Drive	Residential Fence	\$294,962.00	2607.00	\$60.00
5/24/2021	21-00322-01	Cheldan Homes, LP	133 Colonial Drive	New Residential Structure	\$260,000.00	2718.00	\$2,438.35
5/24/2021	21-00322-02	Cheldan Homes, LP	133 Colonial Drive	New Residential Electrical	\$260,000.00	2718.00	\$163.02
5/24/2021	21-00322-03	Cheldan Homes, LP	133 Colonial Drive	New Residential Plumbing	\$260,000.00	2718.00	\$163.02
5/24/2021	21-00322-04	Cheldan Homes, LP	133 Colonial Drive	New Residential Mechanical	\$260,000.00	2718.00	\$163.02
5/24/2021	21-00322-05	Cheldan Homes, LP	133 Colonial Drive	Residential Irrigation System	\$260,000.00	2718.00	\$60.00
5/24/2021	21-00322-06	Cheldan Homes, LP	133 Colonial Drive	Residential Fence	\$260,000.00	2718.00	\$60.00
5/24/2021	21-00323-01	Cheldan Homes, LP	137 Colonial Drive	New Residential Structure	\$260,000.00	2678.00	\$2,403.35
5/24/2021	21-00323-02	Cheldan Homes, LP	137 Colonial Drive	New Residential Electrical	\$260,000.00	2678.00	\$160.62
5/24/2021	21-00323-03	Cheldan Homes, LP	137 Colonial Drive	New Residential Plumbing	\$260,000.00	2678.00	\$160.62
5/24/2021	21-00323-04	Cheldan Homes, LP	137 Colonial Drive	New Residential Mechanical	\$260,000.00	2678.00	\$160.62
5/24/2021	21-00323-05	Cheldan Homes, LP	137 Colonial Drive	Residential Irrigation System	\$260,000.00	2678.00	\$60.00
5/24/2021	21-00323-06	Cheldan Homes, LP	137 Colonial Drive	Residential Fence	\$260,000.00	2678.00	\$60.00
5/24/2021	21-00324-01	Cheldan Homes, LP	141 Colonial Drive	New Residential Structure	\$260,000.00	2761.00	\$2,475.95
5/24/2021	21-00324-02	Cheldan Homes, LP	141 Colonial Drive	New Residential Electrical	\$260,000.00	2761.00	\$165.60
5/24/2021	21-00324-03	Cheldan Homes, LP	141 Colonial Drive	New Residential Plumbing	\$260,000.00	2761.00	\$165.60
5/24/2021	21-00324-04	Cheldan Homes, LP	141 Colonial Drive	New Residential Mechanical	\$260,000.00	2761.00	\$165.60
5/24/2021	21-00324-05	Cheldan Homes, LP	141 Colonial Drive	Residential Irrigation System	\$260,000.00	2761.00	\$60.00
5/24/2021	21-00324-06	Cheldan Homes, LP	141 Colonial Drive	Residential Fence	\$260,000.00	2761.00	\$60.00
5/24/2021	21-00325-01	Cheldan Homes, LP	133 Constitution Drive	New Residential Structure	\$260,000.00	2677.00	\$2,402.40
5/24/2021	21-00325-02	Cheldan Homes, LP	133 Constitution Drive	New Residential Electrical	\$260,000.00	2677.00	\$160.56
5/24/2021	21-00325-03	Cheldan Homes, LP	133 Constitution Drive	New Residential Plumbing	\$260,000.00	2677.00	\$160.56
5/24/2021	21-00325-04	Cheldan Homes, LP	133 Constitution Drive	New Residential Mechanical	\$260,000.00	2677.00	\$160.56
5/24/2021	21-00325-05	Cheldan Homes, LP	133 Constitution Drive	Residential Irrigation System	\$260,000.00	2677.00	\$60.00
5/24/2021	21-00325-06	Cheldan Homes, LP	133 Constitution Drive	Residential Fence	\$260,000.00	2677.00	\$60.00
5/24/2021	21-00326-01	Cheldan Homes, LP	137 Constitution Drive	New Residential Structure	\$260,000.00	2678.00	\$2,403.35

Issued Date	Permit #	Contact	Property	Permit Type	Est Value	Sq Ft	Permit Amt
5/24/2021	21-00326-02	Cheldan Homes, LP	137 Constitution Drive	New Residential Electrical	\$260,000.00	2678.00	\$160.62
5/24/2021	21-00326-03	Cheldan Homes, LP	137 Constitution Drive	New Residential Plumbing	\$260,000.00	2678.00	\$160.62
5/24/2021	21-00326-04	Cheldan Homes, LP	137 Constitution Drive	New Residential Mechanical	\$260,000.00	2678.00	\$160.62
5/24/2021	21-00326-05	Cheldan Homes, LP	137 Constitution Drive	Residential Irrigation System	\$260,000.00	2678.00	\$60.00
5/24/2021	21-00326-06	Cheldan Homes, LP	137 Constitution Drive	Residential Fence	\$260,000.00	2678.00	\$60.00
5/14/2021	21-00328-01	Tricon Construction		Contractor Registration			\$100.00
5/11/2021	21-00329-01	Signs of Success		Contractor Registration - Sign			\$50.00
5/11/2021	21-00330-01	Rick's Plumbing Service		Contractor Registration - Plumbing			\$0.00
5/17/2021	21-00331-01	Legacy Exteriors, LLC		Contractor Registration			\$100.00
5/17/2021	21-00332-01	Legacy Exteriors, LLC	108 THOUSAND OAK	Residential Windows & Doors			\$220.00
5/12/2021	21-00333-01	BLM Fence		Contractor Registration			\$100.00
5/11/2021	21-00334-01	LeMaster Custom Pools	505 EDGEHILL Road	Residential In Ground Pool			\$450.00
5/19/2021	21-00335-01	Andersen Air		Contractor Registration			\$100.00
5/11/2021	21-00337-01	JCSUD	814 RIDGEWAY Road	Utility Road Bore			\$0.00
5/11/2021	21-00338-01	Oncor Energy Delivery	202 BRIAR MEADOW	Utility Road Bore			\$0.00
5/11/2021	21-00339-01	AT&T	620 W. BRIARWOOD Trail	Utility Road Bore			\$0.00
5/17/2021	21-00346-01	Kalcon Projects	417 W. 14th Street	Residential In Ground Pool			\$450.00
5/17/2021	21-00347-01	Kalcon Projects		Contractor Registration			\$100.00
5/17/2021	21-00348-01	AT&T	616 W. BRIARWOOD Trail	Utility Road Bore			\$0.00
5/17/2021	21-00349-01	Mark Sims Construction	208 N. BROADWAY Street	Commercial Alteration, Additions, Repairs		64.00	\$100.00
5/17/2021	21-00350-01	Mark Sims Construction		Contractor Registration			\$100.00
5/19/2021	21-00351-01	Andersen Air	208 N. BROADWAY Street	Comm Cont Remodel, Add, Alt - Mechanical		1295.00	\$103.52
5/17/2021	21-00352-01	Mr Electric of WFW	119 Oak St	Residential Base/Temp Pole/Sign Electrical			\$60.00
5/17/2021	21-00353-01	Casibiol Navarro	422 N BROADWAY	Residential Accessory Buildings		240.00	\$100.80
5/18/2021	21-00354-01	W G Yates & Sons Construction Cc		Contractor Registration			\$100.00
5/18/2021	21-00355-01	W G Yates & Sons Construction Cc	449 S BROADWAY	Commercial Alteration, Additions, Repairs		1000.00	\$965.00
5/18/2021	21-00356-01	QualTek Wireless LLC		Contractor Registration			\$100.00
5/19/2021	21-00357-01	Mr Electric of WFW	604 COUNTRY CLUB	Residential Upgrade Electrical System			\$100.00
5/19/2021	21-00358-01	Metro Energy Savers		Contractor Registration			\$100.00
5/20/2021	21-00360-01	Scott Kimble	210 EDGEHILL Road	Residential Accessory Buildings		240.00	\$100.80
5/24/2021	21-00361-01	Stratus Field Services, LLP		Contractor Registration - Electric			\$0.00
5/27/2021	21-00362-01	Thunder Alley	1517 S BROADWAY	Parade/Special Event - Large			\$100.00
5/25/2021	21-00363-01	Renewal By Andersen		Contractor Registration			\$100.00
5/25/2021	21-00364-01	Renewal By Andersen	301 ROARING SPRINGS Drive	Residential Windows & Doors			\$170.00
5/25/2021	21-00365-01	Circle J Contractors	1904 Gentle Spring	Residential Pool Electric			\$60.00
5/24/2021	21-00366-01	Tex Star Power Group		Contractor Registration - Electric			\$0.00
5/26/2021	21-00368-01	Summitt Fire & Security		Contractor Registration			\$100.00
5/26/2021	21-00369-01	Signs & Designs		Contractor Registration - Sign			\$50.00
5/26/2021	21-00370-01	Signs & Designs	449 S BROADWAY	Permanent Sign		108.00	\$200.00
5/27/2021	21-00371-01	United Cooperative Services		Utility Road Bore			\$0.00
5/27/2021	21-00373-01	Tim Coursey Electrical Services		Contractor Registration - Electric			\$0.00
5/27/2021	21-00374-01	Stanley Pride	205 GREGORY Street	Residential Approach			\$60.00
5/27/2021	21-00375-01	John Johnle	723 E Sheila Cir	Residential Cement/Asphalt		500.00	\$50.00
5/27/2021	21-00376-01	Layland Plumbing, Inc		Contractor Registration - Plumbing			\$0.00
5/27/2021	21-00377-01	Layland Plumbing, Inc	208 N. BROADWAY Street	Commercial Base Fee - Plumbing			\$60.00

Issued Date	Permit #	Contact	Property	Permit Type	Est Value	Sq Ft	Permit Amt
5/28/2021	21-00381-01	LeMaster Custom Pools	125 Colonial Drive	Residential In Ground Pool			\$450.00

Permit Type Count

Permit Type	Count	Permit Amount
Residential Irrigation System	16	\$960.00
New Residential Structure	14	\$40,958.60
New Residential Electrical	14	\$2,750.04
New Residential Plumbing	14	\$2,750.04
New Residential Mechanical	14	\$2,750.04
Commercial Cement/Asphalt	1	\$0.00
Residential MH Electric	2	\$120.00
Residential MH Plumbing	2	\$120.00
Parade/Special Event - Small	1	\$25.00
Permanent Sign	2	\$260.00
Contractor Registration	12	\$1,200.00
Contractor Registration - Plumbing	3	\$0.00
Contractor Registration - Electric	4	\$0.00
New Commercial Structure	1	\$1,351.00
New Commercial Electric	1	\$190.48
New Commercial Plumbing	1	\$190.48
New Commercial Mechanical	1	\$190.48
Commercial Irrigation Permit	1	\$60.00
Residential Fence	8	\$480.00
Contractor Registration - Sign	2	\$100.00
Residential Windows & Doors	2	\$390.00
Residential In Ground Pool	3	\$1,350.00
Utility Road Bore	5	\$0.00
Commercial Alteration, Additions, Repairs	2	\$1,065.00
Comm Cont Remodel, Add, Alt - Mechanical	1	\$103.52
Residential Base/Temp Pole/Sign Electrical	1	\$60.00
Residential Accessory Buildings	2	\$201.60
Residential Upgrade Electrical System	1	\$100.00
Parade/Special Event - Large	1	\$100.00
Residential Pool Electric	1	\$60.00
Residential Approach	1	\$60.00
Residential Cement/Asphalt	1	\$50.00
Commercial Base Fee - Plumbing	1	\$60.00
Totals	136	\$58,056.28

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UTILITY BILLING

Council Report
5/1/2021 - 5/31/2021

Billing Period

Utility Bills Disbursed	Count	Amount
First Bill	20	\$257.61
First Bill, Prehistoric Move In Date	4	\$85.72
Prehistoric Move In Date	13	\$214.08
Future Move Out	2	\$35.68
Final Bill	7	\$103.60
Active	1847	\$32,950.48
Total	1893	\$33,647.17

Payments Received	Count	Amount
Cash	26	\$901.00
Check	499	\$10,268.27
CreditCard	446	\$12,544.74
MoneyOrder	3	\$71.36
Other	3	\$89.20
AchDraft	34	\$712.99
Total	1011	\$24,587.56

Service Orders Completed	Count
Total	0

Service Categories	Count	Amount
Garbage/Recycling	3784	\$28,328.71
General	3784	\$2,829.06
Total	0	\$31,157.77

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



City Secretary

MONTHLY REPORT

May 2021



CITY COUNCIL

Agenda Summary

City Council Meeting Agenda Summary Items: prepared, certified, published, and processed. Meeting Minutes prepared and approved - April 15, 2021.

The following items were approved by the Mayor and City Council in May 2021.

- Ordinance canvassing the May 1, 2021 Election.
- Held public hearing and approved an Ordinance approving a request for a zoning change regarding a 0.016 acre of land known as Lt. 9 S.28ft. and Lt.10, Blk.5, Original Town of Joshua in the W.W. Byers Survey, Abstract No. 29, County of Johnson, Texas located on the northeast corner of N. Main St. and E. 12th St. to change from (C-1) Restricted Commercial District to the (PD) Planned Development District and associated Detailed Site Plan,
- Held public hearing and approve Ordinance to rezone a tract of land in the Eli M. Thomason Survey, Abstract No. 827, TR 52 County of Johnson, Texas and being approximately 46.040 acres of land and locally known as 1200 CR 909, changing the zoning to the foregoing property from (A) Agricultural District to the (PD) Planned Development District to allow for a residential subdivision.
- Approve a request for a waiver to reduce a gas well setback by 100 feet upon a property located at 1001 Stadium Drive.
- Approved the expenditure of \$6,380.00 to Johnson County for micro-surfacing the street surfaces for CR 800A and Joshua Blvd.
- Approved the expenditure of \$3800.00 to Johnson County for Brush Cuts for C.R. 909.

Public Information Request:

Request Date	Requestor	Documents	Date Released	AG Letter	Cost / Electronic	Notes
5/3/2021	Kimberly Sarro	Police Reports	5/4/2021	n	\$ -	
5/3/2021	Jennifer Mucci	Permit/Fire Report	5/3/2021	n	\$ -	
5/3/2021	Chris Parrott	Permit Reports	5/6/2021	n	\$ -	
5/3/2021	Randall Sisk	Police Reports	5/4/2021	n	\$ 0.60	
5/4/2021	Talissa Trotter	Permit Reports	5/4/2021	n	\$ -	Sent Clarification Letter
5/4/2021	Kaela Anderson	Police Reports	5/4/2021	n	\$ 0.30	
5/5/2021	Brenna Flynn	Police Reports	5/5/2021	n	\$ -	
5/6/2021	Valeza Vera	Utility Report and Code Report	5/6/2021	n	\$ -	
5/6/2021	Missy Key	Accident Report	5/3/2021	n	\$ -	No document
5/7/2021	Glan Frabotti	Code Report	5/7/2021	n	\$ -	
5/10/2021	Laura Westfall	Fire Report	5/10/2021	n	\$ -	
5/10/2021	Wes Shipley	Police Reports	5/10/2021	n	\$ -	
5/11/2021	Missy Key	Accident Report	5/11/2021	n	\$ 6.00	
5/12/2021	Julie Jacson	Plats	5/12/2021	n	\$ -	
5/15/2021	Adranne Argulmaniz	Police Reports	5/17/2021	n	\$ -	
5/18/2021	Liliana Lopez	Animal Control Report	5/19/2021	n	\$ -	No document
5/22/2021	Preethi Kencha	Misc Report	5/24/2021	n	\$ -	Sent Clarification Letter
5/24/2021	Sherri Kischbaum	Misc Report	5/24/2021	n	\$ -	Sent Clarification Letter
5/24/2021	Jason Dyer	Police Reports and Video	5/25/2021	n	\$ -	Withdrew Request
5/24/2021	Josh Rose	Police Reports	5/25/2021	n	\$ -	
5/25/2021	Faith Evans	Permit Reports	5/25/2021	n	\$ -	
5/25/2021	Faith Evans	Utility Report and Code Report	5/25/2021	n	\$ -	
5/25/2021	Emmanuel Edeh	Permit Reports	5/25/2021	n	\$ -	
5/25/2021	Faith Evans	Substandard Reports	5/25/2021	n	\$ -	
5/31/2021	Sammy Rangwala	Utility Report and Code Report	6/3/2021	n	\$ -	
5/31/2021	Sammy Rangwala	Permit Reports	5/31/2021	n	\$ -	
5/31/2021	LexisNexis	Accident Report	5/31/2021	n	\$ -	

Records Management - **Update-** The City Secretary is in the process of reorganizing the store records. Each box will have a color coded label with all required information. In addition, staff is looking at relocating the records to another city building.

Code of Ordinances - As ordinances are passed, they are placed in the Document Vault. To get to the Document Vault, go to the Code of Ordinances and it is the last tab on top. The City Secretary has proposed in FY21 Budget adding an additional feature to the codification. The new feature will allow a citizen to review the complete ordinances. The Code of Ordinances has been updated through the end of April 2021.

City Secretary proposed in the FY21 Budget to redesign the website with the same host.

City Secretary has been working with IT for new audio/video in the Council Chambers. The mics purchased by IT does not work as planned. New mics are being ordered and will be installed in June.

City Secretary Holloway has been given access to CodeRED to help keep citizens notified of an emergency and general information.

City Secretary Holloway has requested a training budget in the proposed FY21 Budget for training for all appointed/elected officials. City Attorney Welch has agreed to be the trainee. If approved, training will be set in October after new board members are appointed.

City Secretary Holloway has proposed an election budget to have 3 additional clerks for early voting in addition to the current election day workers.

City Secretary Holloway will be attending the 2-day Legislative Update seminar held by the Texas Municipal Clerks Association in San Marcos, Texas. This is a two day seminar that covers all the changes related to municipalities. After the seminar, the City Secretary will put together a report and share with all elected and appointment officials.

City Secretary will attend the following meetings in June

Zoning Board of Adjustment June 1, 2021

Planning & Zoning June 7, 2021

Social Media

Total New Post on Facebook -58

Total Post Reached- 7,2331

Total Post Engagement-3,818

Total New Page Followers- 39