



**AGENDA
CITY COUNCIL
WORK SESSION
REGULAR MEETING
APRIL 15, 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 April 15, 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/81160601620?pwd=Y1VOYnpodkFEQTVLY2M3UE1LMEFqZz09>

Meeting ID: 811 6060 1620 Passcode: 391794 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

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 March 2021. (Staff Resource: M. Peacock)
2. Discuss and review the Fire Marshal's Office policies and procedures. (Staff Resource: T. Griffith)
3. Discuss and receive direction on the proposed five (5) year Capital Improvement Program. (Staff Resource: M. Peacock)
4. Questions regarding Regular Session agenda items.

E. PUBLIC FORUM, PRESENTATIONS AND RECOGNATION:

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 for National Day of Prayer
2. Proclamation for Motorcycle Awareness Week

F. CONSENT AGENDA

1. Consider approval of minutes from the City Council Meeting held on March 18, 2021. (Staff Resource: A. Holloway)
2. Consider approval of a resolution of the City Council designating signatories of City of Joshua Financial Accounts.

G. REGULAR AGENDA

1. Discuss, consider, and possible action on accepting the FY19 Annual Financial Report. (Staff Resource: M. Peacock)
2. Public hearing regarding a request for a Planned Development District with associated Detailed Site Plan on a 1.151 acre tract of land located at the northwest corner of Plum Street and State Highway 174, and being located within the Joshua Station Overlay District with a Land Use Designation of Corridor Retail (CR) for the purpose of constructing a Panda Express restaurant. (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 changing the zoning on approximately 1.151 acre tract of land located at the northwest corner of Plum Street and State Highway 174, and being located within the Joshua Station Overlay District with a land use designation of Corridor Retail (CR) to Planned Development District (PD). (Staff Resource: A. Maldonado)
4. Public hearing regarding a request for a Planned Development District with associated Detailed Site Plan on a 1.858 acre tract of land located west of Highway 174 locally known as 952 South Broadway Street, George Casseland Survey, Abstract No. 173 to change from (C-1) Restricted Commercial District to the (PD) Planned Development District and associated Detailed Site Plan for a McDonalds restaurant. (Staff Resource: A. Maldonado)
 - Staff Presentation
 - Owner's Presentation
 - Those in Favor
 - Those Against
 - Owner's Rebuttal
5. Discuss, consider, and possible action on an Ordinance changing the zoning on approximately 1.858 acre tract of land located west of Highway 174 locally known as 952 South Broadway Street, George Casseland Survey, Abstract No. 173 to change from (C-1) Restricted Commercial District to the (PD) Planned Development District. (Staff Resource: A. Maldonado)
6. Public hearing regarding a request to amend the Thoroughfare Master Plan contained in the 2016 Comprehensive Plan, by removing the proposed 2-Lane Collector Roadway from SH 174 to CR 1022 and designating CR 904 west of SH 174 as a 2-Lane Collector Roadway. (Staff Resource: A. Maldonado)

- Staff Presentation
 - Owner's Presentation
 - Those in Favor
 - Those Against
 - Owner's Rebuttal
7. Discuss, consider, and possible action on amending the Thoroughfare Masterplan contained in the 2016 Comprehensive Plan by removing the existing 2-Lane Collector Roadway from SH 174 to CR 1023 and designating CR 904 west of SH 174 as a 2-Lane Collector Roadway. (Staff Resource: A. Maldonado)
 8. Discuss, consider, and possible action on repealing Ordinance no. 149.85, an Ordinance providing for the Design and Construction of Streets, sidewalks, curbs, gutters, and storm sewers in the City of Joshua, Texas: adopting new "City of Joshua Engineering Design Standards and Specifications". (Staff Resource: A. Maldonado)
 9. Discuss, consider, and possible action on a resolution approving a contract for Bank Depository Services and authorize the mayor to execute all necessary documents. (Staff Resource: M. Peacock)
 10. Discuss, consider, and possible action on an Ordinance amending Chapter 9, "Personnel" of the Code of Ordinances by adding thereto a new article 9.04, Fire Marshal'. (Staff Resource: T. Griffith)
 11. Discuss, consider, and possible action on an Interlocal Cooperation Agreement for Dispatching Services for Budget Year 2020-2021 regarding the Fire Marshal's Office. (Staff Resource: T. Griffith)
 12. Discuss, consider, and possible action on an Interlocal Cooperation Agreement for Housing Class C Misdemeanor Prisoners for Budget Year 2020-2021 regarding the Fire Marshal's Office. (Staff Resource: T. Griffith)

H. STAFF REPORT

March 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, consultation with the City Attorney regarding legal issues associated with agreements pursuant to Chapter 43 of the Texas Local Government Code, and all matters incident and related thereto.

J. RECONVENE INTO REGULAR SESSION

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

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

L. ADJOURNMENT

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

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

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

CERTIFICATE:

I hereby certify that the above agenda was posted on or before the 12th day of April 2021, by 3:00 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
As of March 31, 2021

4/6/2021 1:42 PM

100 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Tax Revenue	322,721.29	142,508.69	180,212.60	3,004,025.19	3,922,535.00	76.58%	918,509.81
Charges for Services	54,960.34	40,150.77	14,809.57	249,238.39	482,000.00	51.71%	232,761.61
Licenses, Permits & Fees	87,561.22	38,219.28	49,341.94	412,613.94	488,815.00	84.41%	76,201.06
Grants & Contributions	0.00	41.65	(41.65)	3,100.00	500.00	620.00%	(2,600.00)
Intergovernmental Revenues	0.00	9,693.67	(9,693.67)	0.00	116,370.00	0.00%	116,370.00
Investment Earnings	1.60	273.22	(271.62)	30.93	3,280.00	0.94%	3,249.07
Miscellaneous	2,051.19	6,766.45	(4,715.26)	384,378.34	81,230.00	473.20%	(303,148.34)
Transfers In	0.00	0.00	0.00	0.00	266,715.00	0.00%	266,715.00
Revenue Totals	467,295.64	237,653.73	229,641.91	4,053,386.79	5,361,445.00	75.60%	1,308,058.21
Expense Summary							
Contract & Professional Services	67,967.76	96,895.55	(28,927.79)	427,162.69	877,130.00	48.70%	449,967.31
Utilities	19,674.66	13,524.66	6,150.00	82,382.48	242,360.00	33.99%	159,977.52
Community Events	0.00	0.00	0.00	3,364.58	25,000.00	13.46%	21,635.42
Miscellaneous	4,398.94	6,665.98	(2,267.04)	97,863.29	147,660.00	66.28%	49,796.71
Personnel	162,123.29	197,243.20	(35,119.91)	1,151,212.99	2,615,550.00	44.01%	1,464,337.01
Debt Service	0.00	0.00	0.00	400.00	4,000.00	10.00%	3,600.00
Transfers Out	0.00	0.00	0.00	0.00	1,101,000.00	0.00%	1,101,000.00
Supplies	18,899.89	24,647.44	(5,747.55)	130,173.80	304,880.00	42.70%	174,706.20
Repair & Maintenance	39,776.43	24,551.35	15,225.08	128,957.00	294,725.00	43.76%	165,768.00
Capital Outlay	9,967.88	111,459.67	(101,491.79)	147,800.06	259,255.00	57.01%	111,454.94
Expense Totals	322,808.85	474,987.85	(152,179.00)	2,169,316.89	5,871,560.00	36.95%	3,702,243.11

City of Joshua
Financial Statement
As of March 31, 2021

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100 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Tax Revenue							
100-4000 GF Property Tax	148,853.92	59,172.49	89,681.43	2,417,346.57	2,653,475.00	91.10%	236,128.43
100-4001 GF Property Tax Penalty	3,431.28	1,275.00	2,156.28	5,947.68	15,300.00	38.87%	9,352.32
100-4002 GF Prop Tax Interest Income	2,246.78	0.00	2,246.78	4,059.08	0.00	0.00%	(4,059.08)
100-4003 City Sales Taxes	79,405.23	71,965.78	7,439.45	451,680.27	863,935.00	52.28%	412,254.73
100-4005 Mixed Beverage Tax	717.36	499.80	217.56	4,390.13	6,000.00	73.17%	1,609.87
100-4006 Franchise Taxes	88,066.72	9,595.62	78,471.10	120,601.46	383,825.00	31.42%	263,223.54
Tax Revenue Totals	322,721.29	142,508.69	180,212.60	3,004,025.19	3,922,535.00	76.58%	918,509.81
Charges for Services							
100-4008 ESD Contract Fee	25,994.56	12,994.80	12,999.76	77,991.84	156,000.00	49.99%	78,008.16
100-4008 ESD Incentive	955.76	416.67	539.09	3,396.66	5,000.00	67.93%	1,603.34
100-4102 Rabies Vouchers	145.00	83.30	61.70	655.00	1,000.00	65.50%	345.00
100-4108 Trash Collection Service Charges	27,865.02	26,656.00	1,209.02	167,194.89	320,000.00	52.25%	152,805.11
Charges for Services Totals	54,960.34	40,150.77	14,809.57	249,238.39	482,000.00	51.71%	232,761.61
Licenses, Permits & Fees							
100-4100 Permits/Fees	69,367.41	26,239.50	43,127.91	350,197.18	315,000.00	111.17%	(35,197.18)
100-4101 Fines/Court Fees	16,415.02	10,412.50	6,002.52	51,835.40	125,000.00	41.47%	73,164.60
100-4105 Gas Well Fees	0.00	0.00	0.00	0.00	30,000.00	0.00%	30,000.00
100-4109 Utility Penalties	0.00	466.48	(466.48)	1,147.86	5,600.00	20.50%	4,452.14
100-4110 Utility Admin Fee	1,113.12	1,100.80	12.32	6,675.87	13,215.00	50.52%	6,539.13
100-4115 Local Truancy and Prevention	540.40	0.00	540.40	2,304.15	0.00	0.00%	(2,304.15)
100-4116 Municipal Jury Fund	10.80	0.00	10.80	46.01	0.00	0.00%	(46.01)
100-4117 Time Payment Reimbursement	114.47	0.00	114.47	407.47	0.00	0.00%	(407.47)
Licenses, Permits & Fees Totals	87,561.22	38,219.28	49,341.94	412,613.94	488,815.00	84.41%	76,201.06

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100 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Grants & Contributions							
100-4203 General Fund Donations	0.00	41.65	(41.65)	3,100.00	500.00	620.00%	(2,600.00)
Grants & Contributions Totals	0.00	41.65	(41.65)	3,100.00	500.00	620.00%	(2,600.00)
Intergovernmental Revenues							
100-4401 Fire Department Grants	0.00	9,568.67	(9,568.67)	0.00	114,870.00	0.00%	114,870.00
100-4404 LEOSE/Continuing Education	0.00	125.00	(125.00)	0.00	1,500.00	0.00%	1,500.00
Intergovernmental Revenues Totals	0.00	9,693.67	(9,693.67)	0.00	116,370.00	0.00%	116,370.00
Investment Earnings							
100-4600 Interest Income	1.60	273.22	(271.62)	30.93	3,280.00	0.94%	3,249.07
Investment Earnings Totals	1.60	273.22	(271.62)	30.93	3,280.00	0.94%	3,249.07
Miscellaneous							
100-4901 Misc. Revenue	2,051.19	6,766.45	(4,715.26)	384,378.34	81,230.00	473.20%	(303,148.34)
Miscellaneous Totals	2,051.19	6,766.45	(4,715.26)	384,378.34	81,230.00	473.20%	(303,148.34)
Transfers In							
100-4917 Transfer from Type A EDC	0.00	0.00	0.00	0.00	30,000.00	0.00%	30,000.00
100-4918 Transfer from Type B EDC	0.00	0.00	0.00	0.00	236,715.00	0.00%	236,715.00
Transfers In Totals	0.00	0.00	0.00	0.00	266,715.00	0.00%	266,715.00
Revenue Totals	467,295.64	237,653.73	229,641.91	4,053,386.79	5,361,445.00	75.60%	1,308,058.21

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100 - General Fund Police Department	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Contract & Professional Services	2,529.30	18,816.24	(16,286.94)	69,086.62	113,800.00	60.71%	44,713.38
Capital Outlay	0.00	0.00	0.00	16,155.60	16,205.00	99.70%	49.40
Utilities	1,831.30	1,940.89	(109.59)	8,198.01	23,300.00	35.18%	15,101.99
Miscellaneous	36.24	33.33	2.91	10,662.01	400.00	2665.50%	(10,262.01)
Personnel	59,966.60	75,599.42	(15,632.82)	438,484.42	997,275.00	43.97%	558,790.58
Supplies	2,303.08	1,795.34	507.74	7,732.18	21,550.00	35.88%	13,817.82
Repair & Maintenance	12,250.34	4,873.75	7,376.59	26,793.71	58,500.00	45.80%	31,706.29
Police Department Totals	<u>78,916.86</u>	<u>103,058.97</u>	<u>(24,142.11)</u>	<u>577,112.55</u>	<u>1,231,030.00</u>	<u>46.88%</u>	<u>653,917.45</u>

100 - General Fund Public Works	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Personnel	19,251.58	20,559.03	(1,307.45)	129,121.94	277,075.00	46.60%	147,953.06
Supplies	13,902.16	14,365.50	(463.34)	63,857.85	172,455.00	37.03%	108,597.15
Repair & Maintenance	8,835.41	6,372.48	2,462.93	29,673.65	76,500.00	38.79%	46,826.35
Contract & Professional Services	144.29	1,686.82	(1,542.53)	1,981.81	20,250.00	9.79%	18,268.19
Capital Outlay	0.00	103,880.00	(103,880.00)	116,876.58	152,065.00	76.86%	35,188.42
Utilities	821.87	566.44	255.43	3,257.30	6,800.00	47.90%	3,542.70
Miscellaneous	0.00	0.00	0.00	1,088.80	0.00	0.00%	(1,088.80)
Public Works Totals	<u>42,955.31</u>	<u>147,430.27</u>	<u>(104,474.96)</u>	<u>345,857.93</u>	<u>705,145.00</u>	<u>49.05%</u>	<u>359,287.07</u>

100 - General Fund Municipal Court	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Personnel	4,366.81	4,644.22	(277.41)	29,787.03	60,810.00	48.98%	31,022.97
Supplies	150.22	154.10	(3.88)	838.37	1,850.00	45.32%	1,011.63
Repair & Maintenance	140.15	166.60	(26.45)	971.86	2,000.00	48.59%	1,028.14

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Contract & Professional Services	2,307.29	2,969.27	(661.98)	17,181.74	35,635.00	48.22%	18,453.26
Miscellaneous	0.00	83.30	(83.30)	1,540.97	1,000.00	154.10%	(540.97)
Municipal Court Totals	<u>6,964.47</u>	<u>8,017.49</u>	<u>(1,053.02)</u>	<u>50,319.97</u>	<u>101,295.00</u>	<u>49.68%</u>	<u>50,975.03</u>

100 - General Fund Development Services	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Personnel	12,356.74	16,676.55	(4,319.81)	102,786.96	215,770.00	47.64%	112,983.04
Supplies	347.70	324.87	22.83	1,680.03	3,900.00	43.08%	2,219.97
Repair & Maintenance	74.10	166.60	(92.50)	531.09	2,000.00	26.55%	1,468.91
Contract & Professional Services	20,950.89	15,960.06	4,990.83	86,302.45	191,525.00	45.06%	105,222.55
Capital Outlay	0.00	416.67	(416.67)	0.00	5,000.00	0.00%	5,000.00
Utilities	86.29	88.29	(2.00)	431.30	1,060.00	40.69%	628.70
Miscellaneous	214.50	41.67	172.83	4,521.78	500.00	904.36%	(4,021.78)
Development Services Totals	<u>34,030.22</u>	<u>33,674.71</u>	<u>355.51</u>	<u>196,253.61</u>	<u>419,755.00</u>	<u>46.75%</u>	<u>223,501.39</u>

100 - General Fund Animal Control	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Personnel	6,691.52	8,181.64	(1,490.12)	52,685.34	109,345.00	48.18%	56,659.66
Supplies	210.67	864.22	(653.55)	4,473.55	10,375.00	43.12%	5,901.45
Repair & Maintenance	3,110.73	2,665.60	445.13	9,654.66	32,000.00	30.17%	22,345.34
Contract & Professional Services	615.98	849.78	(233.80)	3,919.94	10,200.00	38.43%	6,280.06
Utilities	1,374.32	1,307.81	66.51	5,928.00	15,700.00	37.76%	9,772.00
Miscellaneous	0.00	0.00	0.00	654.24	0.00	0.00%	(654.24)
Animal Control Totals	<u>12,003.22</u>	<u>13,869.05</u>	<u>(1,865.83)</u>	<u>77,315.73</u>	<u>177,620.00</u>	<u>43.53%</u>	<u>100,304.27</u>

100 - General Fund General Non-Departmental	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
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Contract & Professional Services	20,905.41	20,331.46	573.95	53,635.72	102,300.00	52.43%	48,664.28
Debt Service	0.00	0.00	0.00	400.00	4,000.00	10.00%	3,600.00
Miscellaneous	190.25	1,250.00	(1,059.75)	38,442.60	71,055.00	54.10%	32,612.40
Transfers Out	0.00	0.00	0.00	0.00	1,101,000.00	0.00%	1,101,000.00
Personnel	179.89	0.00	179.89	3,442.14	4,000.00	86.05%	557.86
General Non-Departmental Totals	<u>21,275.55</u>	<u>21,581.46</u>	<u>(305.91)</u>	<u>95,920.46</u>	<u>1,282,355.00</u>	<u>7.48%</u>	<u>1,186,434.54</u>

100 - General Fund Mayor & Council	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Personnel	0.00	0.00	0.00	0.00	2,000.00	0.00%	2,000.00
Supplies	0.00	87.50	(87.50)	239.28	1,050.00	22.79%	810.72
Mayor & Council Totals	<u>0.00</u>	<u>87.50</u>	<u>(87.50)</u>	<u>239.28</u>	<u>3,050.00</u>	<u>7.85%</u>	<u>2,810.72</u>

100 - General Fund Fire Department	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Repair & Maintenance	8,158.15	6,139.61	2,018.54	35,254.80	73,705.00	47.83%	38,450.20
Contract & Professional Services	1,258.26	1,970.46	(712.20)	13,914.35	23,655.00	58.82%	9,740.65
Utilities	4,346.86	2,865.52	1,481.34	16,157.93	34,400.00	46.97%	18,242.07
Miscellaneous	308.64	1,277.82	(969.18)	12,945.50	15,340.00	84.39%	2,394.50
Personnel	31,033.49	31,248.28	(214.79)	148,460.46	425,335.00	34.90%	276,874.54
Supplies	5,106.98	4,673.54	433.44	10,772.20	56,100.00	19.20%	45,327.80
Fire Department Totals	<u>50,212.38</u>	<u>48,175.23</u>	<u>2,037.15</u>	<u>237,505.24</u>	<u>628,535.00</u>	<u>37.79%</u>	<u>391,029.76</u>

100 - General Fund Park Maintenance	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Personnel	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Supplies	(7,424.14)	1,137.05	(8,561.19)	6,642.91	13,650.00	48.67%	7,007.09

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Utilities	4,292.56	627.24	3,665.32	15,669.85	87,530.00	17.90%	71,860.15
Repair & Maintenance	3,612.19	1,603.57	2,008.62	8,359.24	19,250.00	43.42%	10,890.76
Contract & Professional Services	0.00	24.99	(24.99)	12.00	300.00	4.00%	288.00
Capital Outlay	9,967.88	7,163.00	2,804.88	14,767.88	85,985.00	17.17%	71,217.12
Park Maintenance Totals	<u>10,448.49</u>	<u>10,555.85</u>	<u>(107.36)</u>	<u>45,451.88</u>	<u>206,715.00</u>	<u>21.99%</u>	<u>161,263.12</u>

100 - General Fund Community Service	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Utilities	3,975.65	3,415.30	560.35	19,480.09	41,000.00	47.51%	21,519.91
Community Events	0.00	0.00	0.00	3,364.58	25,000.00	13.46%	21,635.42
Miscellaneous	2,726.85	3,021.58	(294.73)	24,240.38	47,865.00	50.64%	23,624.62
Contract & Professional Services	16,194.06	26,666.67	(10,472.61)	147,687.11	320,000.00	46.15%	172,312.89
Community Service Totals	<u>22,896.56</u>	<u>33,103.55</u>	<u>(10,206.99)</u>	<u>194,772.16</u>	<u>433,865.00</u>	<u>44.89%</u>	<u>239,092.84</u>

100 - General Fund Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Personnel	28,276.66	40,334.06	(12,057.40)	246,444.70	523,940.00	47.04%	277,495.30
Supplies	4,303.22	1,245.32	3,057.90	33,937.43	23,950.00	141.70%	(9,987.43)
Repair & Maintenance	3,595.36	2,563.14	1,032.22	17,717.99	30,770.00	57.58%	13,052.01
Contract & Professional Services	3,062.28	7,619.80	(4,557.52)	33,440.95	59,465.00	56.24%	26,024.05
Utilities	2,945.81	2,713.17	232.64	13,260.00	32,570.00	40.71%	19,310.00
Miscellaneous	922.46	958.28	(35.82)	3,767.01	11,500.00	32.76%	7,732.99
Administration Totals	<u>43,105.79</u>	<u>55,433.77</u>	<u>(12,327.98)</u>	<u>348,568.08</u>	<u>682,195.00</u>	<u>51.10%</u>	<u>333,626.92</u>
Expense Totals	<u><u>322,808.85</u></u>	<u><u>474,987.85</u></u>	<u><u>(152,179.00)</u></u>	<u><u>2,169,316.89</u></u>	<u><u>5,871,560.00</u></u>	<u><u>36.95%</u></u>	<u><u>3,702,243.11</u></u>

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100 - General Fund Community Service	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-01-5404 CS Contract Services	16,194.06	26,666.67	(10,472.61)	147,687.11	320,000.00	46.15%	172,312.89
100-01-5711 CS Street Lights	3,975.65	3,415.30	560.35	19,480.09	41,000.00	47.51%	21,519.91
100-01-5800 CS Holiday Events	0.00	0.00	0.00	3,364.58	25,000.00	13.46%	21,635.42
100-01-5900 CS Library Operating	1,775.00	1,772.08	2.92	12,425.00	21,265.00	58.43%	8,840.00
100-01-5902 CS Cle-Tran	0.00	0.00	0.00	0.00	6,600.00	0.00%	6,600.00
100-01-5903 CS Clean-Up And Recycling	0.00	0.00	0.00	2,465.03	5,000.00	49.30%	2,534.97
100-01-5905 CS Quarterly City Newsletter	951.85	1,249.50	(297.65)	9,350.35	15,000.00	62.34%	5,649.65
Community Service Totals	<u>22,896.56</u>	<u>33,103.55</u>	<u>(10,206.99)</u>	<u>194,772.16</u>	<u>433,865.00</u>	<u>44.89%</u>	<u>239,092.84</u>

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100 - General Fund General Non-Departmental	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-02-5160 ND Dues & Subscriptions	179.89	0.00	179.89	3,442.14	4,000.00	86.05%	557.86
100-02-5402 ND Legal Services	4,783.00	4,165.00	618.00	24,937.90	50,000.00	49.88%	25,062.10
100-02-5403 ND Ordinance Codification	395.00	516.46	(121.46)	2,265.00	6,200.00	36.53%	3,935.00
100-02-5420 ND Central Appraisal District	10,705.41	10,150.00	555.41	21,410.82	40,600.00	52.74%	19,189.18
100-02-5421 ND County Assessor -	5,022.00	5,500.00	(478.00)	5,022.00	5,500.00	91.31%	478.00
100-02-5500 ND Debt Service & Reports	0.00	0.00	0.00	400.00	4,000.00	10.00%	3,600.00
100-02-5940 ND Liability Insurance	0.00	0.00	0.00	12,624.00	25,650.00	49.22%	13,026.00
100-02-5941 ND Property Insurance	0.00	0.00	0.00	13,976.50	30,405.00	45.97%	16,428.50
100-02-5942 ND Unrestricted Reserves	0.00	1,250.00	(1,250.00)	0.00	15,000.00	0.00%	15,000.00
100-02-5943 ND Technology	0.00	0.00	0.00	670.00	0.00	0.00%	(670.00)
100-02-5945 ND COVID-19	190.25	0.00	190.25	11,172.10	0.00	0.00%	(11,172.10)
100-02-5979 Transfer To Capital	0.00	0.00	0.00	0.00	1,101,000.00	0.00%	1,101,000.00
General Non-Departmental Totals	21,275.55	21,581.46	(305.91)	95,920.46	1,282,355.00	7.48%	1,186,434.54

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100 - General Fund Mayor & Council	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-03-5150 M/C Training & Travel	0.00	0.00	0.00	0.00	2,000.00	0.00%	2,000.00
100-03-5220 M/C Office Supplies	0.00	4.17	(4.17)	12.00	50.00	24.00%	38.00
100-03-5262 M/C Events & Awards	0.00	83.33	(83.33)	227.28	1,000.00	22.73%	772.72
Mayor & Council Totals	0.00	87.50	(87.50)	239.28	3,050.00	7.85%	2,810.72

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100 - General Fund Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-04-5110 AD Salaries	24,976.28	32,464.10	(7,487.82)	205,580.61	422,160.00	48.70%	216,579.39
100-04-5112 AD Worker's Comp	0.00	0.00	0.00	522.74	1,140.00	45.85%	617.26
100-04-5117 AD Longevity Pay	0.00	0.00	0.00	2,012.00	2,015.00	99.85%	3.00
100-04-5120 AD Payroll Taxes	350.48	539.45	(188.97)	2,976.37	7,015.00	42.43%	4,038.63
100-04-5130 AD Benefits	1,308.58	4,877.21	(3,568.63)	20,263.27	58,550.00	34.61%	38,286.73
100-04-5140 AD TMRS	1,466.32	1,911.73	(445.41)	12,181.91	24,860.00	49.00%	12,678.09
100-04-5150 AD Training & Travel	0.00	275.00	(275.00)	505.00	5,000.00	10.10%	4,495.00
100-04-5160 AD Dues & Memberships	175.00	249.90	(74.90)	2,202.80	3,000.00	73.43%	797.20
100-04-5161 AD Surety Bonds	0.00	16.67	(16.67)	200.00	200.00	100.00%	0.00
100-04-5212 AD Reference Materials	0.00	41.65	(41.65)	0.00	500.00	0.00%	500.00
100-04-5220 AD Office Supplies	240.80	345.69	(104.89)	3,050.87	4,150.00	73.51%	1,099.13
100-04-5221 AD Printing	49.95	118.70	(68.75)	532.16	1,425.00	37.34%	892.84
100-04-5222 AD Postage	329.92	147.85	182.07	809.52	1,775.00	45.61%	965.48
100-04-5240 AD Election Expenses	1,288.93	0.00	1,288.93	21,216.55	9,000.00	235.74%	(12,216.55)
100-04-5250 AD Office Equip & Furniture	2,393.62	591.43	1,802.19	8,328.33	7,100.00	117.30%	(1,228.33)
100-04-5330 AD Building R & M	2,559.58	1,666.00	893.58	12,739.55	20,000.00	63.70%	7,260.45
100-04-5350 AD Office Equipment R & M	1,035.78	897.14	138.64	4,978.44	10,770.00	46.23%	5,791.56
100-04-5402 AD IT Services	499.28	499.80	(0.52)	2,163.95	6,000.00	36.07%	3,836.05
100-04-5403 AD Accounting & Audit	2,500.00	6,500.00	(4,000.00)	18,200.00	26,000.00	70.00%	7,800.00
100-04-5404 AD Contract Services	63.00	620.00	(557.00)	4,189.50	6,200.00	67.57%	2,010.50
100-04-5410 AD Software Maintenance	0.00	0.00	0.00	8,887.50	21,265.00	41.79%	12,377.50
100-04-5710 AD Utilities	2,791.60	2,499.00	292.60	12,491.04	30,000.00	41.64%	17,508.96
100-04-5750 AD Mobile Technology	154.21	214.17	(59.96)	768.96	2,570.00	29.92%	1,801.04
100-04-5909 AD Miscellaneous	288.21	124.95	163.26	415.71	1,500.00	27.71%	1,084.29
100-04-5931 AD Publishing Legal Notices	634.25	833.33	(199.08)	1,994.50	10,000.00	19.95%	8,005.50
100-04-5945 AD COVID-19	0.00	0.00	0.00	1,356.80	0.00	0.00%	(1,356.80)

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100 - General Fund Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Administration Totals	43,105.79	55,433.77	(12,327.98)	348,568.08	682,195.00	51.10%	333,626.92

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100 - General Fund Police Department	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-05-5110 PD Salaries	49,223.03	60,108.50	(10,885.47)	354,539.45	781,645.00	45.36%	427,105.55
100-05-5111 PD Overtime	1,917.55	2,083.33	(165.78)	7,578.08	25,000.00	30.31%	17,421.92
100-05-5112 PD Worker's Comp	0.00	0.00	0.00	9,488.34	19,950.00	47.56%	10,461.66
100-05-5117 PD Longevity Pay	0.00	0.00	0.00	3,120.00	3,120.00	100.00%	0.00
100-05-5120 PD Payroll Taxes	956.95	1,069.29	(112.34)	6,910.28	13,905.00	49.70%	6,994.72
100-05-5130 PD Benefits	3,944.66	7,664.43	(3,719.77)	33,743.71	92,010.00	36.67%	58,266.29
100-05-5140 PD TMRS	2,784.41	3,649.28	(864.87)	20,559.74	47,455.00	43.32%	26,895.26
100-05-5150 PD Training & Travel	1,045.00	1,016.26	28.74	1,446.89	12,200.00	11.86%	10,753.11
100-05-5160 PD Dues/Memberships	95.00	0.00	95.00	985.00	1,390.00	70.86%	405.00
100-05-5161 PD Surety Bonds	0.00	8.33	(8.33)	100.00	100.00	100.00%	0.00
100-05-5180 PD Citizens Police Academy	0.00	0.00	0.00	12.93	500.00	2.59%	487.07
100-05-5213 PD Uniforms	74.32	433.16	(358.84)	1,311.27	5,200.00	25.22%	3,888.73
100-05-5215 PD Law Enforcement	1,753.48	316.54	1,436.94	2,380.01	3,800.00	62.63%	1,419.99
100-05-5217 PD Criminal Investigation	150.00	333.20	(183.20)	2,479.98	4,000.00	62.00%	1,520.02
100-05-5218 PD Awards	0.00	12.50	(12.50)	0.00	150.00	0.00%	150.00
100-05-5219 PD Public Relations	0.00	12.50	(12.50)	0.00	150.00	0.00%	150.00
100-05-5220 PD Office Supplies	19.36	229.17	(209.81)	941.56	2,750.00	34.24%	1,808.44
100-05-5222 PD Postage	190.22	41.67	148.55	254.52	500.00	50.90%	245.48
100-05-5250 PD Equipment & Furniture	115.70	166.60	(50.90)	115.70	2,000.00	5.79%	1,884.30
100-05-5260 PD Vests/Safety Equipment	0.00	250.00	(250.00)	249.14	3,000.00	8.30%	2,750.86
100-05-5310 PD Fuel, Oil & Service	3,473.88	1,666.67	1,807.21	9,942.42	20,000.00	49.71%	10,057.58
100-05-5310 PD Vehicle R & M	28.75	1,041.25	(1,012.50)	4,393.03	12,500.00	35.14%	8,106.97
100-05-5320 PD Equipment R & M	341.57	83.33	258.24	799.97	1,000.00	80.00%	200.03
100-05-5330 PD Building R & M	8,406.14	2,082.50	6,323.64	11,658.29	25,000.00	46.63%	13,341.71
100-05-5351 PD Copier/Support	587.01	541.45	45.56	3,103.26	6,500.00	47.74%	3,396.74
100-05-5402 PD IT Services	349.29	524.79	(175.50)	2,950.14	6,300.00	46.83%	3,349.86

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100 - General Fund Police Department	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-05-5404 PD Contract Services	1,593.00	17,750.00	(16,157.00)	57,820.52	71,000.00	81.44%	13,179.48
100-05-5408 PD Reporting System	0.00	0.00	0.00	5,212.70	30,000.00	17.38%	24,787.30
100-05-5601 PD Capital Outlay <\$5,000	0.00	0.00	0.00	6,554.78	6,600.00	99.31%	45.22
100-05-5611 PD Principal Payments	0.00	0.00	0.00	8,000.00	8,600.00	93.02%	600.00
100-05-5612 PD Interest Expense	0.00	0.00	0.00	1,600.82	1,005.00	159.29%	(595.82)
100-05-5710 PD Utilities	1,184.02	1,249.50	(65.48)	5,852.29	15,000.00	39.02%	9,147.71
100-05-5750 PD Mobile Technology	647.28	691.39	(44.11)	2,345.72	8,300.00	28.26%	5,954.28
100-05-5909 PD Miscellaneous	36.24	33.33	2.91	89.07	400.00	22.27%	310.93
100-05-5945 PD COVID-19	0.00	0.00	0.00	10,572.94	0.00	0.00%	(10,572.94)
Police Department Totals	<u>78,916.86</u>	<u>103,058.97</u>	<u>(24,142.11)</u>	<u>577,112.55</u>	<u>1,231,030.00</u>	<u>46.88%</u>	<u>653,917.45</u>

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100 - General Fund Public Works	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-06-5110 PW Salaries	15,814.85	16,084.78	(269.93)	100,393.18	209,165.00	48.00%	108,771.82
100-06-5111 PW Overtime	249.12	149.94	99.18	1,977.04	1,800.00	109.84%	(177.04)
100-06-5112 PW Worker's Comp	0.00	0.00	0.00	4,786.76	11,880.00	40.29%	7,093.24
100-06-5117 PW Longevity Pay	0.00	0.00	0.00	1,056.00	1,060.00	99.62%	4.00
100-06-5120 PW Payroll Taxes	238.47	302.98	(64.51)	1,765.28	3,940.00	44.80%	2,174.72
100-06-5130 PW Benefits	2,002.38	3,065.85	(1,063.47)	12,882.38	36,805.00	35.00%	23,922.62
100-06-5140 PW TMRS	946.76	955.48	(8.72)	6,261.30	12,425.00	50.39%	6,163.70
100-06-5213 PW Uniforms	372.97	499.80	(126.83)	3,814.32	6,000.00	63.57%	2,185.68
100-06-5220 PW Office Supplies	0.00	24.99	(24.99)	183.02	300.00	61.01%	116.98
100-06-5261 PW Equipment Rental	0.00	83.30	(83.30)	140.87	1,000.00	14.09%	859.13
100-06-5270 PW Street Supplies &	13,529.19	13,757.41	(228.22)	59,719.64	165,155.00	36.16%	105,435.36
100-06-5310 PW Fuel, Oil & Service	877.85	1,249.50	(371.65)	6,086.53	15,000.00	40.58%	8,913.47
100-06-5310 PW Vehicle R & M	106.88	1,082.90	(976.02)	4,610.40	13,000.00	35.46%	8,389.60
100-06-5320 PW Equipment R & M	6,204.68	2,415.70	3,788.98	9,601.16	29,000.00	33.11%	19,398.84
100-06-5330 PW Building R & M	493.59	1,082.90	(589.31)	2,362.95	13,000.00	18.18%	10,637.05
100-06-5331 PW Sign R & M	1,152.41	483.14	669.27	6,652.64	5,800.00	114.70%	(852.64)
100-06-5332 PW Minor Tools	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
100-06-5350 PW Office Equipment R & M	0.00	16.67	(16.67)	359.97	200.00	179.99%	(159.97)
100-06-5402 PW IT Services	99.29	170.76	(71.47)	607.74	2,050.00	29.65%	1,442.26
100-06-5404 PW Contract Service	45.00	1,516.06	(1,471.06)	1,374.07	18,200.00	7.55%	16,825.93
100-06-5600 PW Capital Outlay >\$5,000	0.00	0.00	0.00	13,000.00	19,885.00	65.38%	6,885.00
100-06-5601 PW Capital Outlay <\$5,000	0.00	0.00	0.00	0.00	28,300.00	0.00%	28,300.00
100-06-5611 PW Principal Payments	0.00	90,815.00	(90,815.00)	90,689.97	90,815.00	99.86%	125.03
100-06-5612 PW Interest Expense	0.00	13,065.00	(13,065.00)	13,186.61	13,065.00	100.93%	(121.61)
100-06-5710 PW Building Utilities	729.55	416.50	313.05	2,611.06	5,000.00	52.22%	2,388.94
100-06-5750 PW Mobile Technology	92.32	149.94	(57.62)	646.24	1,800.00	35.90%	1,153.76

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100 - General Fund Public Works	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-06-5945 PW COVID-19	0.00	0.00	0.00	1,088.80	0.00	0.00%	(1,088.80)
Public Works Totals	42,955.31	147,430.27	(104,474.96)	345,857.93	705,145.00	49.05%	359,287.07

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100 - General Fund Municipal Court	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-07-5110 MC Salaries	3,656.00	3,654.67	1.33	23,074.46	47,525.00	48.55%	24,450.54
100-07-5111 MC Overtime	0.00	50.00	(50.00)	342.70	600.00	57.12%	257.30
100-07-5112 MC Worker's Comp	0.00	0.00	0.00	97.60	120.00	81.33%	22.40
100-07-5117 MC Longevity Pay	0.00	0.00	0.00	900.00	900.00	100.00%	0.00
100-07-5120 MC Payroll Taxes	88.47	65.74	22.73	608.36	855.00	71.15%	246.64
100-07-5130 MC Benefits	408.10	469.39	(61.29)	3,057.90	5,635.00	54.27%	2,577.10
100-07-5140 MC TMRS	214.24	221.08	(6.84)	1,501.01	2,875.00	52.21%	1,373.99
100-07-5150 MC Training & Travel	0.00	166.67	(166.67)	50.00	2,000.00	2.50%	1,950.00
100-07-5160 MC Dues & Memberships	0.00	0.00	0.00	55.00	100.00	55.00%	45.00
100-07-5161 MC Surety Bonds	0.00	16.67	(16.67)	100.00	200.00	50.00%	100.00
100-07-5220 MC Office Supplies	0.00	16.66	(16.66)	14.39	200.00	7.20%	185.61
100-07-5221 MC Printing	49.95	54.14	(4.19)	547.31	650.00	84.20%	102.69
100-07-5222 MC Postage	100.27	83.30	16.97	276.67	1,000.00	27.67%	723.33
100-07-5350 MC Office Equipment R & M	140.15	166.60	(26.45)	971.86	2,000.00	48.59%	1,028.14
100-07-5401 MC IT Service	89.29	102.87	(13.58)	541.74	1,235.00	43.87%	693.26
100-07-5402 MC Legal Services	0.00	499.80	(499.80)	1,000.00	6,000.00	16.67%	5,000.00
100-07-5404 MC Judge Contract Services	2,218.00	2,200.00	18.00	15,418.00	26,400.00	58.40%	10,982.00
100-07-5410 MC Warrant Collection Fee	0.00	166.60	(166.60)	222.00	2,000.00	11.10%	1,778.00
100-07-5910 MC Warrant Entry Fees	0.00	83.30	(83.30)	101.42	1,000.00	10.14%	898.58
100-07-5945 COVID-19	0.00	0.00	0.00	1,439.55	0.00	0.00%	(1,439.55)
Municipal Court Totals	6,964.47	8,017.49	(1,053.02)	50,319.97	101,295.00	49.68%	50,975.03

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100 - General Fund Development Services	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-08-5110 DS Salaries	10,219.10	13,137.21	(2,918.11)	83,458.65	170,835.00	48.85%	87,376.35
100-08-5111 DS Overtime	0.00	41.67	(41.67)	201.08	500.00	40.22%	298.92
100-08-5112 DS Worker's Comp	0.00	0.00	0.00	337.58	745.00	45.31%	407.42
100-08-5117 DS Longevity Pay	0.00	0.00	0.00	688.00	690.00	99.71%	2.00
100-08-5120 DS Payroll Taxes	119.44	236.46	(117.02)	1,014.12	3,075.00	32.98%	2,060.88
100-08-5130 DS Benefits	1,224.30	2,044.18	(819.88)	11,669.17	24,540.00	47.55%	12,870.83
100-08-5140 DS TMRS	611.40	775.53	(164.13)	5,150.86	10,085.00	51.07%	4,934.14
100-08-5150 DS Training & Travel	82.50	399.84	(317.34)	167.50	4,800.00	3.49%	4,632.50
100-08-5160 DS Dues & Memberships	0.00	24.99	(24.99)	0.00	300.00	0.00%	300.00
100-08-5161 DS Surety Bonds	100.00	16.67	83.33	100.00	200.00	50.00%	100.00
100-08-5213 DS Uniforms	0.00	41.65	(41.65)	0.00	500.00	0.00%	500.00
100-08-5220 DS Office Supplies	0.00	74.97	(74.97)	149.38	900.00	16.60%	750.62
100-08-5221 DS Printing	99.90	58.31	41.59	582.40	700.00	83.20%	117.60
100-08-5222 DS Postage	53.51	33.32	20.19	170.61	400.00	42.65%	229.39
100-08-5250 DS Office Equip & Furniture	194.29	116.62	77.67	777.64	1,400.00	55.55%	622.36
100-08-5310 DS Fuel, Oil & Service	74.10	124.95	(50.85)	418.27	1,500.00	27.88%	1,081.73
100-08-5310 DS Vehicle R & M	0.00	41.65	(41.65)	112.82	500.00	22.56%	387.18
100-08-5402 DS IT Services	99.29	107.04	(7.75)	639.69	1,285.00	49.78%	645.31
100-08-5403 DS Code Enforcement	0.00	551.02	(551.02)	6,615.00	6,615.00	100.00%	0.00
100-08-5404 DS Contract Services	757.00	208.25	548.75	3,399.00	2,500.00	135.96%	(899.00)
100-08-5406 DS Nuisance Abatement	0.00	166.67	(166.67)	500.00	2,000.00	25.00%	1,500.00
100-08-5600 DS Capital Outlay >\$5,000	0.00	416.67	(416.67)	0.00	5,000.00	0.00%	5,000.00
100-08-5750 DS Mobile Technology	86.29	88.29	(2.00)	431.30	1,060.00	40.69%	628.70
100-08-5910 DS Property Liens	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
100-08-5932 DS Engineering Service	15,947.10	8,030.83	7,916.27	64,513.76	96,370.00	66.94%	31,856.24
100-08-5933 DS Planning	4,147.50	4,396.25	(248.75)	10,635.00	52,755.00	20.16%	42,120.00

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100 - General Fund Development Services	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-08-5934 DS Gas Well Inspections	0.00	2,500.00	(2,500.00)	0.00	30,000.00	0.00%	30,000.00
100-08-5945 DS COVID-19	214.50	0.00	214.50	4,521.78	0.00	0.00%	(4,521.78)
Development Services Totals	34,030.22	33,674.71	355.51	196,253.61	419,755.00	46.75%	223,501.39

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100 - General Fund Animal Control	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-09-5110 AC Salaries	5,853.44	6,192.75	(339.31)	40,812.36	80,530.00	50.68%	39,717.64
100-09-5111 AC Overtime	0.00	166.67	(166.67)	280.06	2,000.00	14.00%	1,719.94
100-09-5112 AC Worker's Comp	0.00	0.00	0.00	1,397.56	2,900.00	48.19%	1,502.44
100-09-5117 AC Longevity Pay	0.00	0.00	0.00	1,248.00	1,250.00	99.84%	2.00
100-09-5120 AC Payroll Taxes	84.26	126.88	(42.62)	657.34	1,650.00	39.84%	992.66
100-09-5130 AC Benefits	408.10	1,063.74	(655.64)	5,503.65	12,770.00	43.10%	7,266.35
100-09-5140 AC TMRS	345.72	362.96	(17.24)	2,536.37	4,720.00	53.74%	2,183.63
100-09-5150 AC Training & Travel	0.00	260.31	(260.31)	150.00	3,125.00	4.80%	2,975.00
100-09-5160 AC Dues & Memberships	0.00	8.33	(8.33)	100.00	100.00	100.00%	0.00
100-09-5161 AC Surety Bonds	0.00	0.00	0.00	0.00	300.00	0.00%	300.00
100-09-5213 AC Uniforms	0.00	87.46	(87.46)	418.98	1,050.00	39.90%	631.02
100-09-5220 AC Office Supplies	0.00	62.47	(62.47)	534.37	750.00	71.25%	215.63
100-09-5222 AC Postage	0.50	45.81	(45.31)	170.90	550.00	31.07%	379.10
100-09-5250 AC Office Equip & Furniture	0.00	16.66	(16.66)	143.99	200.00	72.00%	56.01
100-09-5280 AC Micro Chips	0.00	133.28	(133.28)	795.00	1,600.00	49.69%	805.00
100-09-5282 AC Medical Supplies	205.17	485.22	(280.05)	2,350.31	5,825.00	40.35%	3,474.69
100-09-5284 AC Rabies Vouchers	5.00	33.32	(28.32)	60.00	400.00	15.00%	340.00
100-09-5310 AC Fuel, Oil & Service	320.99	166.60	154.39	606.09	2,000.00	30.30%	1,393.91
100-09-5310 AC Vehicle R & M	93.70	666.40	(572.70)	616.18	8,000.00	7.70%	7,383.82
100-09-5330 AC Animal Food	151.85	249.90	(98.05)	1,615.11	3,000.00	53.84%	1,384.89
100-09-5330 AC Building R & M	2,544.19	1,582.70	961.49	6,817.28	19,000.00	35.88%	12,182.72
100-09-5402 AC IT Services	309.29	349.86	(40.57)	1,873.74	4,200.00	44.61%	2,326.26
100-09-5404 AC Contract Services	306.69	208.25	98.44	1,244.14	2,500.00	49.77%	1,255.86
100-09-5408 AC Professional Services	0.00	291.67	(291.67)	802.06	3,500.00	22.92%	2,697.94
100-09-5710 AC Utilities	1,328.16	1,207.85	120.31	5,397.16	14,500.00	37.22%	9,102.84
100-09-5750 AC Mobile Technology	46.16	99.96	(53.80)	530.84	1,200.00	44.24%	669.16

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100 - General Fund Animal Control	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-09-5945 COVID-19	0.00	0.00	0.00	654.24	0.00	0.00%	(654.24)
Animal Control Totals	12,003.22	13,869.05	(1,865.83)	77,315.73	177,620.00	43.53%	100,304.27

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100 - General Fund Fire Department	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-10-5110 FD Salaries	23,737.60	22,616.29	1,121.31	109,545.60	294,100.00	37.25%	184,554.40
100-10-5111 FD Overtime	655.20	0.00	655.20	1,368.00	0.00	0.00%	(1,368.00)
100-10-5112 FD Worker's Comp	0.00	0.00	0.00	5,398.92	18,485.00	29.21%	13,086.08
100-10-5117 FD Longevity Pay	0.00	0.00	0.00	404.00	405.00	99.75%	1.00
100-10-5120 FD Payroll Taxes	365.93	394.88	(28.95)	1,653.13	5,135.00	32.19%	3,481.87
100-10-5130 FD Benefits	895.50	2,554.81	(1,659.31)	3,821.12	30,670.00	12.46%	26,848.88
100-10-5140 FD TMRS	1,433.46	1,327.29	106.17	6,517.98	17,260.00	37.76%	10,742.02
100-10-5150 FD Training & Travel	217.80	1,261.99	(1,044.19)	2,622.05	15,150.00	17.31%	12,527.95
100-10-5160 FD Dues & Memberships	210.00	510.62	(300.62)	2,187.24	6,130.00	35.68%	3,942.76
100-10-5180 FD Incentive	3,413.00	2,332.40	1,080.60	9,614.42	28,000.00	34.34%	18,385.58
100-10-5181 FD Staff Immunizations	105.00	250.00	(145.00)	420.00	3,000.00	14.00%	2,580.00
100-10-5182 FD Insurance (VFIS)	0.00	0.00	0.00	4,908.00	7,000.00	70.11%	2,092.00
100-10-5183 FD ESD Incentive	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
100-10-5213 FD Uniforms	1,328.15	499.80	828.35	3,827.15	6,000.00	63.79%	2,172.85
100-10-5218 FD Awards	315.00	125.00	190.00	315.00	1,500.00	21.00%	1,185.00
100-10-5220 FD Office Supplies	340.42	124.95	215.47	960.56	1,500.00	64.04%	539.44
100-10-5222 FD Postage	7.30	8.33	(1.03)	127.55	100.00	127.55%	(27.55)
100-10-5264 FD Radios & Mics	0.00	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00
100-10-5290 FD Fire Fighting Supplies	3,078.61	416.50	2,662.11	3,078.61	5,000.00	61.57%	1,921.39
100-10-5291 FD EMS Supplies	37.50	833.33	(795.83)	2,463.33	10,000.00	24.63%	7,536.67
100-10-5293 FD Personal Protective Equip	0.00	2,415.70	(2,415.70)	0.00	29,000.00	0.00%	29,000.00
100-10-5296 FD Fire Prevention Program	0.00	166.60	(166.60)	0.00	2,000.00	0.00%	2,000.00
100-10-5310 FD Fuel, Oil & Service	1,963.26	749.70	1,213.56	3,509.75	9,000.00	39.00%	5,490.25
100-10-5310 FD Vehicle R & M	4,089.52	2,082.50	2,007.02	12,175.72	25,000.00	48.70%	12,824.28
100-10-5320 FD Equipment R & M	884.44	1,544.79	(660.35)	10,088.58	18,545.00	54.40%	8,456.42
100-10-5330 FD Building R & M	324.17	1,071.65	(747.48)	4,356.11	12,865.00	33.86%	8,508.89

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100 - General Fund Fire Department	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-10-5350 FD Office Equipment R & M	896.76	690.97	205.79	5,124.64	8,295.00	61.78%	3,170.36
100-10-5402 FD IT Services	669.26	416.50	252.76	2,954.35	5,000.00	59.09%	2,045.65
100-10-5404 FD Contract Services	589.00	1,553.96	(964.96)	10,960.00	18,655.00	58.75%	7,695.00
100-10-5710 FD Utilities	3,581.92	2,374.05	1,207.87	13,523.38	28,500.00	47.45%	14,976.62
100-10-5750 FD Mobile Technology	764.94	491.47	273.47	2,634.55	5,900.00	44.65%	3,265.45
100-10-5908 FD Emergency Management	177.01	1,236.17	(1,059.16)	12,740.79	14,840.00	85.85%	2,099.21
100-10-5909 FD Miscellaneous	131.63	41.65	89.98	204.71	500.00	40.94%	295.29
Fire Department Totals	<u>50,212.38</u>	<u>48,175.23</u>	<u>2,037.15</u>	<u>237,505.24</u>	<u>628,535.00</u>	<u>37.79%</u>	<u>391,029.76</u>

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100 - General Fund Park Maintenance	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-11-5110 PK Salaries	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
100-11-5112 PK Worker's Comp	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
100-11-5213 PK Uniforms	69.96	124.95	(54.99)	1,174.29	1,500.00	78.29%	325.71
100-11-5220 PK Office Supplies	0.00	12.50	(12.50)	40.93	150.00	27.29%	109.07
100-11-5270 PK Park Supplies & Materials	(7,494.10)	999.60	(8,493.70)	5,427.69	12,000.00	45.23%	6,572.31
100-11-5275 PK Field Supplies & Materials	0.00	333.20	(333.20)	0.00	4,000.00	0.00%	4,000.00
100-11-5310 PK Fuel, Oil & Service	199.54	208.25	(8.71)	603.60	2,500.00	24.14%	1,896.40
100-11-5310 PK Vehicle R & M	0.00	83.30	(83.30)	41.25	1,000.00	4.13%	958.75
100-11-5320 PK Equipment R & M	310.50	125.00	185.50	1,199.80	1,500.00	79.99%	300.20
100-11-5330 PK Building R & M	0.00	499.80	(499.80)	206.02	6,000.00	3.43%	5,793.98
100-11-5331 PK Minor Tools	0.00	20.82	(20.82)	0.00	250.00	0.00%	250.00
100-11-5335 PK Dept Building R & M	48.00	83.30	(35.30)	489.06	1,000.00	48.91%	510.94
100-11-5340 PK Irrigation R & M	3,054.15	249.90	2,804.25	5,819.51	3,000.00	193.98%	(2,819.51)
100-11-5402 PK IT Services	0.00	24.99	(24.99)	12.00	300.00	4.00%	288.00
100-11-5600 PK Capital Outlay >\$5,000	9,967.88	6,030.50	3,937.38	14,767.88	72,395.00	20.40%	57,627.12
100-11-5601 PK Capital Outlay <\$5,000	0.00	1,132.50	(1,132.50)	0.00	13,590.00	0.00%	13,590.00
100-11-5710 PK Dept Utilities	388.09	499.80	(111.71)	1,948.51	6,000.00	32.48%	4,051.49
100-11-5715 PK Park Utilities	3,856.17	0.00	3,856.17	13,479.99	80,000.00	16.85%	66,520.01
100-11-5720 PK Gas	0.00	49.98	(49.98)	0.00	600.00	0.00%	600.00
100-11-5750 PK Mobile Technology	48.30	77.46	(29.16)	241.35	930.00	25.95%	688.65
Park Maintenance Totals	10,448.49	10,555.85	(107.36)	45,451.88	206,715.00	21.99%	161,263.12
Expense Totals	322,808.85	474,987.85	(152,179.00)	2,169,316.89	5,871,560.00	36.95%	3,702,243.11

	JOSHUA FIRE MARSHAL'S OFFICE	
	Policy 2.3 Sexual or Other Illegal Harassment	
	Effective Date:	Replaces: New
	Approved: <i>Thomas Aspfors</i> Fire Chief	
	Reference: TBP 2.11	

I. POLICY

The department's policy is to provide a professional, businesslike work environment free from all forms of employee discrimination, including incidents of sexual or other forms of illegal harassment, which include color, race, religion, age, and national origin.

No employee shall be subjected to unsolicited or unwelcomed sexual overtures or conduct, either verbal or physical. The harassing behavior, to be subject to this order, need not occur only during work hours on agency premises, but may occur before or after work and at other locations. Sexual or other unlawful harassment, regardless of the type, is misconduct and the department shall apply appropriate disciplinary sanctions.

Two kinds of sexual harassment apply: quid pro quo harassment and hostile work environment harassment, defined below. The two forms of harassment may overlap.

II. PURPOSE

The purpose of this policy is to define and give examples of sexual and other unlawful harassment, outline prohibited behavior, and describe reporting procedures. (TBP: 2.11)

III. DEFINITIONS

A. Sexual harassment

The Civil Rights Act of 1964 prohibits discrimination based on color, race, religion, age, national origin, and sex. Sexual harassment is a form of sex discrimination. It is defined as follows:

1. Unwelcome sexual advances
2. Requests for favors
3. Verbal or physical conduct that enters into employment decisions
4. Conduct that unreasonably interferes with an employee's work performance
5. Conduct that creates an intimidating, hostile, or offensive working environment.

B. Quid pro quo harassment. ("Quid pro quo" means "something for something.")

This form of sexual harassment occurs when an employee is being pressured to engage in sexual conduct or else lose a tangible job benefit. This form of harassment usually occurs between a supervisor and a subordinate where the harasser has power to control the employee's work benefits, or working conditions, or promotion prospects. Note that this form of harassment is not limited to express demands for sexual favors, but may be implied by circumstances, e.g., offering an employee sexually explicit magazines.

Examples of this form of harassment include the following:

- A request for sexual favors, accompanied by implied or overt threats concerning a person's employment status.
- Promise of preferential treatment in terms of benefits or status.
- Granting job favors to those who participate in consensual sexual activity or penalizing those who refuse to participate.
- Unwanted, intentional touching (patting, massaging, rubbing, hugging, pinching).
- Telephoning or following an employee, during work hours or not, and harassing the employee by requesting sexual favors or in other ways.

C. Hostile work environment harassment

This form of harassment is unwelcome conduct that is so severe or pervasive as to change the conditions of the victim's employment, thus creating an intimidating, hostile, or offensive work environment. Examples of this kind of harassment include the following:

- The employee tolerates unwelcome, pervasive conduct including sexual comments of a provocative or suggestive nature.
- One employee makes jokes or suggestive remarks intended for and directed to another employee.
- An employee leaves sexually explicit books, magazines, photographs, or other items where employees will find them.
- An employee makes unwelcome, demeaning comments (such as talking about physical attributes) to another employee.
- Ridicule, offensive language, propositions, or other similar actions are directed toward an employee, or more than one employee.
- An employee makes unwanted, unwarranted, unsolicited off-duty telephone calls and/or contact.
- An employee leaves signed or anonymous notes or drawings on or in desks, on bulletin boards, in lockers or others places.
- An employee deliberately singles out women in front of men co-workers (or vice versa) and subjects them to demeaning or derogatory remarks.

IV. PROHIBITED CONDUCT

- A. Employees shall not commit or participate in any form of sexual or other illegal harassment.
- B. The department considers romantic relationships between supervisors and subordinates potentially non-consensual. Personal relationships between supervisors and subordinates should be brought to the attention of the Chief of Police at the earliest point so that a proper course of action can be determined. Failure to do so may result in discipline.
- C. Supervisors shall ensure that pornographic, demeaning, intimidating, or suggestive photographs, illustrations, cartoons or any other form of suggestive material are not posted or kept in any area of the department, including locker rooms, desks, offices or other locations. Materials of this kind used for investigative purposes shall be properly secured according to evidentiary standards. The material in question may be sexual in nature or insulting to a person based on race, religion, national origin, color, or age.
- D. Supervisors shall order employees on department premises who are making sexually hostile comments or degrading or demeaning remarks about other persons of the same or opposite sex to cease doing so or face discipline.
- E. Employees shall avoid inappropriate physical contact with one another unless required by a training situation or police procedure. Actions such as kissing, back rubbing, embracing, and any other unnecessary touching are prohibited on department premises or while on duty.
- F. Personnel shall not retaliate against any person for reporting sexual harassment, giving testimony, or participating in the investigation. Retaliation in any form shall result in discipline.

V. PROCEDURES

A. Employee Responsibilities

- 1. An employee who believes he or she has been sexually harassed should first tell the offender to cease the inappropriate behavior, although circumstances may not always allow the complainant to make this request. If the conduct does not stop, or if the complainant is unable to confront the offender, the complainant shall contact his or her own immediate supervisor. The employee or supervisor shall immediately submit a memorandum to the Chief through the chain of command detailing circumstances. Employees may also report incidents of harassment directly to the Chief, City Manager, or Human Resources if the offender is a higher-ranking member of the department.

If a supervisor learns of an incident of harassment, he or she shall report the matter to the Chief even if the victim did not submit a complaint.

2. If the complainant is not an employee of the department, the complaint itself is considered no less valid and shall be investigated according to the procedures set forth in this order and in Policy 2.4.
3. Employees must understand that sexual harassment can become a criminal matter. Allegations of stalking, assault, and sexual assault shall be handled immediately as criminal investigations.
4. Each employee of this agency is responsible for assisting in the prevention of harassment and discrimination by:
 - a. refraining from participation in or encouragement of action that could be perceived as harassment and/or discrimination;
 - b. reporting observed acts of harassment and discrimination to a supervisor, and
 - c. encouraging any employee who confides that he or she is being harassed or discriminated against to report these acts to a supervisor.
5. Failure of any employee to carry out these responsibilities as defined in this policy will be considered in any performance evaluation or promotional decision and may be grounds for discipline.

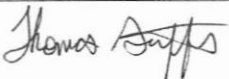
B. Supervisor Responsibilities:

1. Although all employees shall be responsible for preventing harassment and/or discrimination, supervisors shall be responsible for:
 - a. advising employees on the types of behavior prohibited and the agency procedures for reporting and resolving complaints of harassment and discrimination;
 - b. monitoring the work environment on a daily basis for signs that harassment and discrimination may be occurring;
 - c. stopping any observed acts that may be considered harassment and discrimination;
 - d. taking appropriate steps to intervene, whether or not the involved employees are within his/her line of supervision;
 - e. utilizing all reasonable means to prevent a prohibited act from occurring when he or she knows or should know that an employee will or may perform such an activity;
 - f. taking immediate action to prevent retaliation towards the complaining party;
 - g. eliminating the hostile work environment where there has been a complaint of harassment and/or discrimination.
2. No supervisor shall make any employment decision that affects the terms, conditions, privileges, or responsibilities of an individual's employment based on that person's race, sex, religion, national origin, color, sexual orientation, age, or disability.

3. If a situation requires separation of the parties, care should be taken to avoid action that punishes or appears to punish the complainant.
 4. Transfer or reassignment of any of the parties involved should be voluntary if possible and, if non-voluntary, should be temporary pending the outcome of the investigation.
 5. Any proscribed conduct covered by this policy that comes to the attention of a supervisor shall result in an investigation.
 6. Each supervisor has the responsibility to assist any employee of this agency who comes to that supervisor with a complaint of harassment and discrimination in documenting and filing a complaint.
- C. When an employee reports an allegation of sexual harassment, a confidential internal investigation shall begin immediately.
1. The Chief shall immediately take action to limit the employee(s) involved from any further work contact with the alleged offender.
 2. The Chief shall conduct an investigation pursuant to the provisions of Policy 2.4.
 3. If the sexual harassment allegation is not resolved to the satisfaction of the complainant, eligible employees may invoke the departmental grievance procedure.
- D. The Chief shall report such allegations to the City Manager without delay.

VI. TRAINING

The department will provide ongoing training on sexual and other unlawful harassment, reporting, and investigation procedures.

	JOSHUA FIRE MARSHAL'S OFFICE	
	Policy 2.4 Internal Investigation Process	
	Effective Date:	Replaces: New
	Approved:  Fire Chief	
	Reference: TBP 2.04, 2.05, 2.06, 2.07, 2.08, 2.09, and 2.10.	

I. POLICY

The department's image and reputation depend on the personal integrity and discipline of all departmental employees. To a large degree, the public image of the department is determined by what kind of response the department gives to allegations of misconduct against its employees. The department must competently and impartially investigate all allegations of misconduct by employees and complaints bearing on the department's response to community needs. The department recognizes that its personnel are often subject to intense pressures in the discharge of their duties. The employee must remain neutral under circumstances that are likely to generate tension, excitement, and emotion. In these situations, actions and events frequently result in misunderstanding and confusion. It is to the advantage of all employees to have a procedure for the investigation of the more serious allegations and underlying circumstances so that complaints can be resolved in light of the complicated pressures of law-enforcement work.

II. PURPOSE

The purpose of this policy is to describe the procedure that a citizen must follow in making a complaint against department personnel, to outline the procedure for investigating complaints, and to list and define the dispositions of complaints.

III. PROCEDURES – GENERAL (TBP: 2.04)

A. Receipt of complaints

The department encourages any person to bring forward grievances regarding misconduct by employees. Department members shall receive all complaints courteously and shall handle them efficiently. All officers are obligated to explain complaint procedures to anyone who inquires.

B. Responsibilities of supervisors

1. Supervisors are responsible for enforcing conformance with departmental standards and orders.
2. Supervisors shall know the officers in their charge by closely observing their conduct and appearance.

3. Supervisors shall be alert to behavioral changes or problems in their subordinates and, if necessary, document these changes and confer with higher authorities. The supervisor shall assess the behavior, and take or recommend appropriate action.
4. The supervisor shall recommend and, if appropriate, help conduct extra training for officers not performing according to established standards.
5. The supervisor shall employ counseling techniques sanctioned by the department. Counseling is used to adjust and correct minor, infrequent errors or instances of poor performance and to ascertain the nature of any professional or personal problems that bear on performance.
6. The supervisor shall document all instances of counseling.

C. How to make a complaint

A copy of "How to Make a Complaint" will be posted in the public area of the department, provided to media representatives, and given to any person requesting information on how to make a complaint.

D. Responsibility for handling complaints

1. All complaints alleging a violation of the law or policy will be investigated.
2. Complaints regarding law-enforcement operations will usually be handled through the chain of command, beginning with the first-line supervisor.
3. Complaints involving how law-enforcement service is provided or a failure to provide service or improper attitudes or behavior may be investigated by an assigned supervisor or by the Chief.
4. Depending on the nature of the complaint, the Chief may request the Joshua Police Department undertake the investigation. (TBP: 2.06)

E. Complaint-handling procedures. NOTE: This same procedure can also be used by agency employees who wish to file a complaint against another employee.

1. All complaints, regardless of nature, can be filed in person, by mail, or by phone at any time. As part of the follow-up investigation, persons making complaints by mail or phone normally shall be interviewed and a written, signed complaint prepared.
2. A signed letter of complaint will be accepted as a signed complaint without requiring any specific form.
3. Anonymous complaints shall be followed up to the extent possible. In case of an anonymous complaint, the officer or other person who receives the anonymous complaint shall reduce the complaint to writing in a memorandum with as much information as possible and forward the report to the Chief.
4. Every effort shall be made to facilitate the convenient, courteous, and prompt receipt and processing of any person's complaint. An employee of the department who interferes with, discourages, or delays the making of complaints shall be subject to disciplinary action.
5. Normally, a person with a complaint shall be referred to a supervisor or the Chief, who shall assist the individual in recording pertinent information. If

initially reported to a supervisor, the supervisor shall conduct a preliminary investigation. The Chief may, if appropriate, conduct a preliminary investigation. The preliminary investigation consists of questioning the officer, complainants, or witnesses, and securing evidence. Upon completion of the preliminary investigation, the following documents shall be prepared and forwarded through the chain of command:

- a. a report of the alleged violation
 - b. any documents and evidence pertinent to the investigation
 - c. recommendations for further investigation or other disposition.
6. If the first-line supervisor or other investigators determine that the complainant is apparently under the influence of an intoxicant or drug, or appears to have a mental disorder, or displays any other trait or condition bearing on his or her credibility, the supervisor or investigator shall note these conditions.
 7. Any visible marks or injuries relative to the allegation shall be noted and photographed.
 8. Arrestees also may make complaints. Circumstances may require that a department representative meet the complainant at a jail or prison for an interview. If appropriate, the representative will have photographs taken of any injuries suffered by the complainant.
 9. An employee who receives a complaint through U.S. mail shall place the correspondence and envelope in a sealed envelope and forward it to the Chief, who shall determine investigative responsibility.
 10. Complaints received by telephone by dispatchers or other employees shall be courteously and promptly referred to a supervisor or the Chief. The dispatcher or employee shall record the name and telephone number of the complainant and state that the Chief or, if unavailable, the supervisor will call back as soon as practical.
 11. In every case, the Chief will be notified of any complaint as soon as possible by the supervisor receiving the complaint. Complaints received overnight will be brought to the Chief's attention the next workday. Complaints alleging a violation of the law or any other serious violation should be reported immediately regardless of the time of day. (TBP: 2.07)

F. Disposition of complaints generally

The Chief shall:

1. Notify the complainant, in writing, as soon as practical, that the department acknowledges receipt of the complaint, that it is under investigation and that the complainant will be advised of the outcome.
2. Enter the complaint into the complaint log, assign a complaint number, and have the complaint investigated. Minor complaints alleging rudeness, minor policy violations, and general performance issues may be assigned to a supervisor for investigation and resolution. Allegations of a violation of the law or serious policy violations will be investigated by the Chief, an investigator assigned by the Chief, or an outside agency as determined by the Chief.
3. Maintain complaint files separate from personnel files.

4. Take disciplinary action following the investigation, if appropriate.

G. Disposition of a serious complaint

1. Allegations of misconduct that might result in discharge, suspension, or demotion, or allegations of criminal charges are serious complaints. The term "serious complaint," in this manual, means that there will be an "internal investigation." Internal investigations examine alleged brutality, gross excesses of legal authority, or allegations involving supervisory or multiple personnel.
2. If a criminal offense is alleged, two separate investigations shall be conducted: a criminal investigation and an administrative or internal investigation. The criminal investigation examines compliance with criminal law while the internal investigation determines compliance with policy and procedure. The Chief will assign these investigations as required.
3. In cases of a serious complaint the Chief shall:
 - a. Determine if the officer complained of should remain on-duty, or put on administrative leave until the investigation is complete.
 - b. Determine and assign responsibility for the investigation.
 - c. Cause the complaint to be registered and assigned an investigation number in the complaint log.
 - d. Maintain close liaison with the district attorney in investigating alleged criminal conduct. Where liability is at issue, the Chief shall similarly maintain contact with the city attorney or legal counsel.
4. All investigations will be completed within 45 days to include the taking of disciplinary action when necessary. If additional time is necessary to conclude the investigation, a request for extension will be presented to the Chief in writing providing justification for the extension. If the Chief agrees to an extension a specific number of days will be approved. A copy of the request for extension will be provided to the involved officer and the original placed in the case file. (TBP: 2.05)
5. Upon completion of any investigation, the Chief will notify the complainant in writing of the results of the investigation and any action taken. (TBP: 2.10)

IV. INVESTIGATIVE PROCEDURES

- A. Two types of investigations may take place: administrative or criminal. Different rules govern interviews of employees in each case.

B. Assistance of legal counsel

1. Employees are permitted to have an attorney, supervisor, or other representative with them in the room during any interview regarding allegations of misconduct.
2. The employee's representative is limited to acting as an observer at the interview, except that where the interview focuses on, or leads to, evidence of criminality, the attorney may advise and confer with the employee during the interview.

C. All Interviews

1. Prior to being interviewed, the subject employee shall be advised of the nature of the complaint and provided a copy of the complaint.
2. All interviews will be conducted while the employee is on duty, unless the seriousness of the investigation is such that an immediate interview is required.
3. During interviews conducted by the department, one employee will be designated as the primary interviewer.
4. The complete interview shall be recorded. The recording will note the date and time of the interview, who is present at the interview, the time at which breaks are taken in the interview process, who requested the break, the time the interview resumed, and the time the interview was ended.
5. The employee shall be provided with the name, rank, and command of all persons present during the questioning.

D. Interviews for criminal investigative purposes

1. If the Chief believes that criminal prosecutions are possible and wishes to use statements against the employee in a criminal proceeding, or at least wishes to maintain the option of their use, he/she or another interviewer shall:
 - a. Give the employee the rights as specified in the Texas Code of Criminal Procedure, Article 38.22.
 - b. In addition to the rights set forth in state law, the Chief or designee shall advise the employee that if he/she asserts the right not to answer questions no adverse administrative action will be taken based upon the refusal.
 - c. If the employee decides to answer questions at this point, the responses may be used in both criminal and disciplinary proceedings.

E. Interview for administrative purposes

1. If the Chief wishes to compel an employee to answer questions directly related to his or her official duties, the Chief or another interviewer shall advise the employee of the following:
 - a. You are advised that this is an internal administrative investigation only.
 - b. You will be asked and are required to answer all questions specifically related to the performance of your duties and your fitness for office.
 - c. All questions specifically related to employment must be fully and truthfully answered.
 - d. If you refuse to answer these questions, you can be subject to discipline that can be as much as discharge or removal from office.
 - e. Any answers given are to be used solely for internal administrative purposes and may not be used in any subsequent criminal prosecution should such occur.
 - f. The purpose of the interview is to obtain information to determine whether disciplinary action is warranted. The answers obtained may be

used in disciplinary proceedings resulting in reprimand, demotion, suspension, or dismissal.

2. In an interview for administrative purposes, no Miranda rights are required.

V. INVESTIGATIVE TOOLS AND RESOURCES

- A. In addition to interviews of the employee and witnesses, other activities in support of a complaint investigation or internal investigation may be required, including:

1. The Chief may order medical and laboratory examinations.
2. The Chief, or other officer in authority may, based on reasonable suspicion or his/her observation, require a department employee to submit to a test for alcohol or drug use while on duty. The results may be used in a disciplinary hearing. Refusal to submit to the examination will be grounds for disciplinary action and may result in the employee's dismissal.
3. If the employee is believed to be under the influence of alcohol, a licensed phlebotomist shall acquire a blood sample or a breathalyzer test shall be administered by a licensed person. The Chief or officer in authority shall witness the test and sign the report.
4. If the employee has a reading of .02 or higher, or there is other competent evidence of impaired abilities to perform duties, the officer shall be relieved of duty by the Chief or officers in authority.
5. If the employee is believed to be under the influence of self-administered drugs, he/she may be compelled to submit to a blood or urine test. The test shall be administered under medical supervision where hygienic safeguards are met. The sample shall be handled using the same safeguards as evidence in a criminal process.
6. If the test shows positive results, or there is other competent evidence of impaired abilities to perform duties, the employee shall be relieved of duty as soon as possible by the Chief or other officers in authority.
7. If an employee refuses to submit to a test, (alcohol or drugs) the Chief or other officer in authority shall immediately relieve the employee from duty (on paid leave) for failure to cooperate in an administrative investigation.
8. Property assigned to the employee but belonging to the department is subject to inspection if the department has a reasonable suspicion that evidence of work-related misconduct may be found therein. Department property includes files, storage lockers, desks, and vehicles.

- B. Photograph and lineup identification procedures

1. Officers may be required to submit to a standardized photographic lineup for the purpose of identifying an employee accused of misconduct. Refusal to submit to a lineup is grounds for disciplinary action and may result in dismissal if criminal prosecution is not anticipated.
2. A book of photos of department employees may be maintained for the purpose of identification of an employee accused of misconduct.

- C. Financial disclosure statements

An employee may be compelled to make financial disclosure statements when directly and narrowly related to allegations of misconduct involving any unlawful financial gain.

D. Polygraph

1. All personnel shall be required to submit to a polygraph if ordered to do so by the Chief.
2. The Chief may order employees to take a polygraph under the following circumstances:
 - a. The complainant has taken and passed a polygraph concerning the incident, unless the complainant is willing to submit to testing but the polygraph operator determines the complainant is not a fit subject due to mental condition, age, or medication.
 - b. Regardless of whether or not the complainant takes a polygraph (or is positively identified), and the complaint is of such a nature as to bring severe discredit and suspicion on the department and cannot be satisfactorily resolved in any other manner.
3. The results of the polygraph examination shall not be used as the sole basis for disciplinary action against any employee.
4. Any polygraph examination given under the provisions of this order shall be administered by a private contractor licensed to administer polygraph examinations in the State of Texas or must be a licensed examiner from another law-enforcement agency. No employee shall administer an examination to another employee.
5. Refusal to submit to a polygraph examination or to answer all questions pertaining to the charges in the polygraph examination, or deliberately impeding the administration of the polygraph shall be grounds for disciplinary action and may result in dismissal from the department.

VI. ADJUDICATION OF COMPLAINTS

- A. The Chief will classify completed internal affairs investigations under the following headings:
 1. Unfounded - no truth to allegations.
 2. Exonerated - allegations true, but are the result of adherence to departmental policy or procedure. Exonerated complaints will be reviewed by the Chief for consideration of policy revision.
 3. Not sustained - unable to verify the truth of the matter under investigation.
 4. Sustained - allegations are true. Complaints will not be classified as sustained unless the finding is based on facts determined during the investigation. (TBP: 2.04)
- B. Completed investigations classified as unfounded, exonerated, or not sustained will be maintained in internal affairs files in the Chief's office. Sustained complaints

shall be filed in the individual employee's department personnel file with a copy in the internal affairs files.

- C. Disciplinary action taken shall be determined by the seriousness of the violation or the extent of injury to the victim, and the officer's prior disciplinary history. It shall be commensurate with the circumstances surrounding the incident, and the employee's service record, including prior sustained complaints, will be considered.

D. Disciplinary records (TBP: 2.09)

1. The department shall maintain a log of all complaints.
2. The complaints and internal investigative files shall be kept in a secure area and shall be maintained in accordance with state law and city policy.
3. The Chief shall direct a periodic audit of complaints to ascertain a need for training or a revision of policy.
4. The Chief shall publish an annual or other periodic summary of complaints that shall be made available to the public.

	JOSHUA FIRE MARSHAL'S OFFICE	
	Policy 2.5 Court Appearance	
	Effective Date:	Replaces: New
	Approved:	 Fire Chief
	Reference:	

I. POLICY

The success of a criminal prosecution is determined not only by the quality and quantity of evidence but by the manner in which it is presented by law enforcement marshals in a court of law. An officer's appearance, demeanor, attitude, and ability to testify in a fair and professional manner are essential. Therefore, it is the policy of this agency that marshals provide competent and professional testimony by adherence to court scheduling, preparation, appearance, and testimony guidelines provided herein.

II. PURPOSE

The purpose of this policy is to provide marshals with guidelines for scheduling, preparing for, and testifying in criminal court cases.

III. PROCEDURES

A. Subpoenas

1. All marshals shall accept subpoenas and shall appear in the designated place at the time required. Avoidance of service is strictly prohibited, and offending marshals are subject to disciplinary action. This agency shall establish a system of accountability for subpoenas from the point of receipt from the court to the point of officer testimony. This includes but is not limited to:
 - a. recording the receipt of subpoenas to include date received, court date and time, defendant's name, officer's name, and date executed and returned to the court;
 - b. recording the service of subpoenas to named marshals by shift supervisors or other designated personnel noting dates received, dates served, and dates returned to the court authority;
 - c. ensuring that notification is made as soon as possible to the designated court authority when marshals cannot be served in

accordance with established time frames or when they cannot appear on the designated court date.

2. Marshals who have been served subpoenas or been given other official notice to appear before a criminal court by means other than the foregoing are responsible for complying with this directive and for providing agency notification as soon as possible of the need for appearance. Such subpoenas shall be recorded in a manner consistent with this policy.
3. Marshals who are served with a subpoena shall immediately notify their supervisor and provide the supervisor with a copy.

B. Preparation for Trial

1. Marshals shall fully cooperate with requests from the prosecutor in preparation of cases for trial and may seek pre-trial conferences whenever needed.
2. Marshals shall be familiar with the basic rules of evidence and shall seek clarification of any legal issues that may arise during the trial prior to court appearance.
3. Prior to trial, marshals designated for court appearance shall review case documentation to ensure that they are completely familiar with the facts involved. In addition, marshals shall provide all reasonable assistance necessary to or requested by the prosecution to ensure that necessary evidence will be available at trial.
4. In pretrial conferences with the prosecutor, marshals are responsible for providing all information relevant to the case even though it may appear beneficial to the defendant. No detail should be considered too inconsequential to reveal or discuss.
5. If an officer is subpoenaed by the defense in any case, the officer shall immediately notify the Chief and the prosecutor assigned to the case.

C. Appearance in Court

1. Marshals shall receive compensation for appearance in court during off-duty hours at the rate designated by this agency and in accordance with established means of calculation.
2. Compensation shall be paid only when marshals comply with procedures established by this agency for court appearance, including but not limited to supervisory notification/approval and adherence to documentation procedures for overtime pay.
3. Marshals who are late for or unable to appear on a court date shall notify the appropriate court authority as soon as possible, providing name, defendant's name, court designation, and reason for absence or tardiness. The reason for absence or tardiness shall be reviewed by the Chief and may be referred for disciplinary review.

4. Marshals' physical appearance, personal conduct, and manner shall conform to the highest professional standards.
5. When testifying, marshals shall:
 - a. restrict remarks to that which is known or believed to be the truth
 - b. speak naturally and calmly in a clearly audible tone of voice
 - c. use plain, clearly understood language and avoid using police terminology, slang, or technical terms
 - d. display a courteous attitude and maintain self-control and composure.

	JOSHUA FIRE MARSHAL'S OFFICE	
	Policy 2.6 Uniforms, Appearance, and Equipment	
	Effective Date:	Replaces: New
	Approved:	 Chief
	Reference: 1.11, 1.12, 2.13, 7.17, and 7.23.	

I. POLICY

Proper uniforms and equipment are essential to the performance of our duties. Marshals must present a professional image to the community we serve, one that promotes respect and confidence. All employees must strive to present a clean, well-groomed image when wearing the departmental uniform or representing the department in any capacity.

II. PURPOSE

The purposes of this policy are to provide marshals with a list of uniform and equipment items and to provide a departmental dress code for all employees, sworn and unsworn.

III. UNIFORMS AND EQUIPMENT

- A. New employees shall be issued the uniforms and the equipment needed to perform their duties. Employees may purchase and carry additional items that are approved and authorized in writing by the Chief. Employees will not wear, carry, or use any personally owned equipment without the written approval of the Chief, a copy of which will be kept in the employee's personnel file. (TBP: 1.11)
- B. Each employee must sign an inventory sheet listing all uniform and equipment items issued to the employee. The inventory sheet will be maintained in the employee's personnel file.
- C. Employees are responsible for the uniforms and equipment issued.
- D. The employee's supervisor shall ensure that all departmental uniforms and equipment are returned to the department upon resignation, termination, or retirement. Failure to return all items of city property may result in legal action against the employee. (TBP:1.12)
- E. Employees shall have as a part of their issued equipment a copy of the rules and regulations and a copy of the general orders manual. Employees shall maintain these and make appropriate changes or inserts as directed.

- F. After completing their probationary period and with the approval of the Chief, employees are allowed to purchase a flat wallet badge.

IV. UNIFORMS AND EQUIPMENT PROVIDED BY THE CITY

- A. Uniforms and equipment provided to members of the Joshua Fire Marshal's Office shall be those of the Joshua Fire Department with the exception of patch and badge insignia. Items not within the inventory list of the Joshua Fire Department include:
1. One (1) protective vest (body armor)
 2. One (1) traffic vest with "Fire Marshal" insignia
 3. One (1) duty handgun and magazines
 4. Rank insignia as needed
- B. Uniforms and equipment that are excessively worn or damaged are replaced by the department. An employee requesting replacement should have the item inspected by the Chief, who will provide approval for the replacement.
- C. With the written approval of the Chief marshals are allowed to purchase additional uniforms and equipment as needed or desired. These items may be purchased from any vendor, but they must comply with current uniform or equipment standards.
- D. Uniform items and equipment meeting departmental specifications and provided by individual marshals shall include the following:
1. Department approved undershirts
 2. Socks
 3. Footwear, black leather
- E. Uniforms or civilian business attire (coat and tie for men or equivalent for women) shall be worn for all court appearances.

V. PROTECTIVE VESTS (TBP: 7.23)

- A. Body armor is purchased by the department for all sworn marshals. Body armor will be replaced in accordance with guidelines and protocols established by the National Institute of Justice.
- B. Marshals will maintain their vests where they are readily accessible in the event they are needed. Any officer participating in any assist of another police agency, search warrant execution or other high-risk activity will wear a protective vest.
- C. Marshals shall routinely inspect personal body armor for signs of damage and for general cleanliness. Because dirt and perspiration may erode ballistic panels, each officer shall be responsible for cleaning personal body armor in accordance with the manufacturer's instructions.

VI. REFLECTIVE VESTS

Agency personnel are issued and shall wear the high-visibility reflective vest as soon as practical when working at the scene of an incident, near traffic, or when conducting a fire or hazardous investigation. (TBP: 7.17)

VII. DEPARTMENTAL APPEARANCE REQUIREMENTS (TBP: 2.13)

A. Uniforms

1. When wearing the uniform, employees will be in full uniform, including all items that are integral parts of the uniform. All uniform and accessories must be clean and well pressed. No part of the uniform is worn with civilian clothing or vice-versa.
2. Shirrtails will be worn tucked in at all times.
3. Rank Insignia. Rank insignia shall be that of Chief, Fire Marshal, or Deputy Fire Marshal.
4. Name Identification. Each employee, regardless of rank, will have their name prominently displayed either by embroidery on their shirt or by a departmentally issued nameplate, centered ½ inch above the right shirt pocket seam. The embroidery or nameplate will have the officer's last name and a first initial or first name. The name insignia for marshals holding the rank above deputy will be gold while those with a rank of deputy will be silver.
5. Department Shirt Badges. All sworn personnel when in dress uniform will wear their department badge prominently displayed above the left-shirt pocket.
6. Footwear. Footwear will be solid black and capable of being shined. Marshals must wear solid navy blue or black socks if the socks are visible.
7. Marshals are authorized to wear baseball style caps only during inclement weather or in conjunction with a utility uniform during specialized assignments or outdoor training. Winter headgear may consist of a navy blue or black knit cap with no visible logos or emblems.

B. Award Ribbons or Medals

(See Fire Department policy and guidelines regarding commendation ribbons and medals approved for wear by the department.)

C. Plain Clothes

The wearing of civilian attire during duty hours is restricted to special assignments with prior approval of the Chief. When approved, clothing will conform to accepted business practices. These include but are not limited to the following:

1. Slacks, dress shirts (long or short sleeved), ties (excluding bow ties), socks, shoes, and appropriate headwear.
2. Headwear must be appropriate for business dress attire, and the particular item must have prior approval from the Chief or his/her designee.

3. Business or sports coats are optional unless required for a court appearance or other specific event or task.
4. Socks should coordinate with the pants. White socks are prohibited unless worn with boots that conceal the socks.
5. Footwear should be clean and polished, with heels and toes in good repair. Normal business shoes, including slip-ons (loafers) or lace-ups, are acceptable. Boots are acceptable, provided they are in good taste. Flip-flops are inappropriate.
6. Female business attire will include the previously mentioned clothing and non-revealing blouses, skirts, dresses, and appropriate footwear. Flip-flops are inappropriate.
7. If a sidearm is worn on the waist, the officer's department badge must be prominently displayed next to the sidearm.
8. Marshals may wear a vest or jacket that readily identifies the wearer as a Fire Marshal during specific assignments or investigative duties at fire incident scenes.

D. Court Attire

Marshals attending court will be in uniform or civilian clothes to include a shirt and a tie for male employees and appropriate business attire for female employees.

E. Physical Appearance

1. Employees shall maintain their physical appearance in accordance with good taste and professionalism. Hair shall not be dyed, colored, or styled in a manner that would draw undue attention to the employee. Female employees will apply their makeup tastefully. Male employees shall not appear for work needing a shave or haircut.
2. Hair length
 - a. Male employees shall wear their hair so as to present a groomed appearance. Hair will not extend past the collar at the back of the neck. Hair on the sides will not extend below the top of the ear and must be mildly tapered. Hair in the front will not extend below the middle of the forehead. Sideburns may extend no lower than the lowest tip of the employee's ear lobe. They shall be of a naturally even width and shall end with a clean-shaven horizontal line.
 - b. Female employees shall wear their hair so as to present a groomed appearance. They shall not be restricted as to the length of their hair; however, if the hair extends below the bottom of the collar it shall be secured in a bun or ponytail. It shall not hang into the employee's face, either in front or on the sides.
3. Mustaches and beards

Mustaches will not extend beyond the corner of the mouth on a horizontal line, nor below the corner of the mouth on a vertical line, nor below the top line of the upper lip. They shall be neatly trimmed at all times. Goatees and beards will not be permitted.
4. Jewelry

- a. Female employees may wear earrings, provided they are small and tasteful in appearance. Male employees are not permitted to wear any type of earring.
- b. Employees in uniform are discouraged from wearing chains and necklaces as they could be lost or cause an injury during the performance of police activities.
- c. A female employee in civilian attire may deviate from these regulations with the approval of the Chief.
- d. To present a uniform and objectively neutral appearance to the public, non-departmental jewelry or pins shall not be worn on the uniform at any time or on plain clothes while on duty unless specifically authorized by the Chief.

5. Personal Hygiene

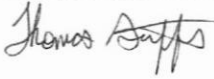
Employees shall practice good personal hygiene at all times, including use of soap, water, and deodorant. Employees shall not report for work emitting an offensive body odor. A moderate amount of perfume or aftershave may be used.

6. Tattoos, Body Art, Piercing, or Branding

- a. While representing the department in an official capacity, no department personnel shall exhibit any visible tattoos, body art, or branding. The only acceptable methods for covering tattoos, body art, or branding are with the official uniform or plainclothes apparel. No agency personnel will have tattoos, body art, or branding that cannot be covered by approved clothing.
- b. With the exception of pierced ears, body piercing is not authorized for any agency personnel while representing the department. Body piercing(s) must be covered by approved clothing.

VIII. USE OF DEPARTMENTAL FACILITIES AND EQUIPMENT AND EXPECTATION OF PRIVACY.

All employees are advised that the use of departmental facilities, lockers, vehicles, and any equipment, including computers, telephones, or other electronic devices, is governed by departmental rules and regulations and that there is no expectation of privacy regardless of whether locks, passwords, or privacy settings are employed.

	JOSHUA FIRE MARSHAL'S OFFICE	
	Policy 4.7 Part-time and Other Peace Officers	
	Effective Date:	Replaces: New
	Approved:  Chief	
	Reference: TCOLE Rules 217.1, 217.3, 217.7 TPCA: 3.07.1, 7.27.1	

I. POLICY

It is the policy of the Joshua Fire Marshal's Office to commission, if necessary, qualified individuals for service as "Part Time Marshals" and "Other Peace Officers", so as to enable the Fire Marshal's Office to execute its mission with greater efficiency.

II. PURPOSE

To establish the guidelines and procedures for the selection, training and assignment of "Part Time Peace Officers" and "Other Peace Officers (non-reserve, non-full time, non-part time)" as defined by the Texas Commission on Law Enforcement (TCOLE).

III. DEFINITIONS

Part Time Peace Officer: means a person employed, or appointed as a peace officer under Article 2.12, *Code of Criminal Procedure*, or other law, who:

(A) works as a peace officer on average less than 32 hours per week, exclusive of paid vacation; and

(B) is compensated by this state or a political subdivision of this state at least at the federal minimum wage and is entitled to all employee benefits offered to a peace officer by the state or political subdivision.

Other Peace Officer: means a person appointed as a peace officer, excluding full time, part time and reserve peace officers, who are categorized in TCOLE Appointment Application Form L-1, Section 3, Box 19, "Other - Appointees that do not fit into above categories" (see attachment); their service may be voluntary, compensated or contractual.

IV. PROCEDURES

A. REQUIREMENTS AND CERTIFICATIONS

1. Part Time and "Other" Peace Officers will meet the same Joshua Fire Marshal's Office requirements as fulltime sworn personnel.

2. Part Time and "Other" Peace Officers must meet all minimum requirements as set forth by the Texas Commission on Law Enforcement Officer Standards and Education (TCOLE).
3. The selection process for Part Time and "Other" Peace Officers will be the same as the process used for full time Marshals detailed in policies.

B. TRAINING AND PERFORMANCE STANDARDS

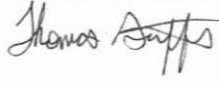
1. Part Time and "Other" Peace Officers serve at the discretion of the Chief and may be called into service at any time the Chief or designee considers it necessary.
2. Part Time and "Other" Peace Officers shall be considered in an "on duty" capacity whenever:
 - a. Performing an "assigned duty",
 - b. Representing or identifying himself/herself as a Marshal for the purpose of taking enforcement action or discharging legal duties.
3. All Part Time and "Other" Peace Officers must serve a minimum of 16 hours of duty per calendar month. Officers who are unable to meet this requirement must submit a written request to the Chief for an approved leave of absence.
4. Part Time and "Other" Peace Officers are subject to the same rules, regulations and orders as full-time personnel.
5. Part Time and "Other" Peace Officers will be evaluated using the same performance evaluation system as full-time personnel.
6. Part Time and "Other" Peace Officers must successfully complete a modified Field Training Officer Program under the supervision and evaluation of an approved Field Training Officer prior to unsupervised field assignment.
7. Part Time and "Other" Peace Officers will attend all in-service and developmental training as required of the full time Peace Officers including:
 - a. The same training as required by full time sworn officers including coursework mandated by TCOLE for certification purposes.
 - b. Agency required qualifications and proficiency demonstrations with firearms, less lethal force weapons and tools and other equipment as deemed necessary.

C. ORGANIZATIONAL FUNCTION AND PLACEMENT

1. The primary function of Part Time and "Other" Peace Officers will be to supplement Code Compliance Operations personnel. However, Part Time Peace Officers possessing unique skills, knowledge and abilities may be assigned to other functions, including specialized assignments, as deemed appropriate by the Chief.

D. UNIFORMS AND EQUIPMENT

Part Time and "Other" Peace Officers will be mandated to comply with this agency's uniform and equipment policies.

	JOSHUA FIRE MARSHAL'S OFFICE	
	Policy 2.8 Departmental Records	
	Effective Date:	Replaces: New
	Approved:	 Fire Chief
	Reference: TBP 5.01, 5.02 5.03 and 10.02 f	

I. POLICY

A "records unit" that functions well is critical for the effective delivery of law enforcement services. An efficient means of storing, cataloging, and retrieving records is essential for meeting the management, operational, and informational needs of the agency.

II. PURPOSE

The purpose of this policy is to assist records personnel in setting up and maintaining an effective record keeping system.

III. RECORDS SECURITY (TBP: 5.01)

- A. The records are housed in a restricted area. The Fire Marshal is responsible for the maintenance and security of all records. .
- B. Access to records is restricted to those having need only.
- C. All records will be secured and locked when not being accessed by approved staff.
- D. Personnel authorized by the Fire Marshal or the Chief may have access to records.
- E. All instances of access to criminal investigation records shall be recorded in a log maintained by the Fire Marshal.

IV. RECORDING OF INCIDENTS BY CATEGORY

- A. In order to develop a comprehensive reporting system, it is necessary to record actions taken by marshals whether in response to a request for service or for self-initiated actions. Each reported incident occurring within the department's service area will be categorized as one of the following and will receive a sequential incident or case number:

1. Individual's request for service, crime reports, or complaints that require one of the following:
 - a. an marshal to be dispatched
 - b. an assigned marshal to investigate
 - c. an assigned marshal to take action at a later time.
2. Self-initiated criminal and non-criminal cases by marshals.
3. Incidents involving arrests, citations, or summonses.

B. Assignment of Case Numbers

1. Dispatch personnel who become aware of an incident occurring within the city service area that requires the initiation of Fire Marshal activity will assign an incident number generated by the CAD (Computer Aided Dispatch) system.
2. Case numbers will be assigned in numerical order.
3. Other reports, such as an accident, impoundment, property and evidence recovery, etc., will be assigned a CAD incident number.
4. When an incident is assigned a CAD number, the following information regarding that incident will be entered into the CAD system by dispatch personnel:
 - a. Date and time of the initial reporting
 - b. Name and address of the complainant or victim requesting the service
 - c. Nature of the incident and the location
 - d. Identification of the marshals assigned to the call
 - e. Time when marshals were dispatched, arrived, and returned to service
 - f. Status, date, and time of action taken on the call.

C. Marshal's Responsibilities

1. Marshal's will complete all required reports and turn them in prior to the end of their shift.
2. Marshals shall provide only a short summary narrative of the event on the first page of the offense or incident report (who, what, when, and where). Details, including any listing of evidence, identification of witnesses, description of injuries, and any exculpatory information, shall be provided in an offense or incident supplemental report.
3. All reports will be reviewed for accuracy and completeness.
4. Reports returned to marshals for correction will be documented by the supervisor. At the next shift the supervisor shall follow up, making sure that the report has been corrected and submitted.

D. Juvenile Records (TBP: 10.02 f)

1. A file is maintained on each juvenile (ages 10 to under 17) arrested, referred, or detained by a marshal. Each juvenile is assigned a single "J" number. The file includes all documents associated with the contact as indicated in this section, as well as a running list of the juvenile's detentions and dispositions.
2. State and federal laws require that juvenile files be kept separate from adult files.
3. Juvenile fingerprints and photographs, if any, will be turned over to the Fire Marshal.
4. The Fire Marshal will not maintain fingerprints or photographs of juveniles. Should fingerprints or photographs be submitted they will be destroyed as specified in the Family Code sections 58.001 and 58.002.

E. Computerized Criminal History Information

1. Computerized criminal history information (CCH) is a federal/state cooperative system of a variety of databases (arrests, convictions, driving records, outstanding warrants, and others). The CCH database lists all arrests and convictions for offenses above Class C misdemeanor that have not been purged in accordance with state/federal age purge criteria.
2. Access to the TCIC/NCIC criminal history database is limited to sworn personnel. The program generates its own log showing who accessed the system. The log is computerized and maintained by information systems personnel.
3. Access to CCH information through local law enforcement agencies is limited to criminal justice uses.
4. Individuals who request a copy of their computerized criminal history must do so through the Texas Department of Public Safety in Austin.
5. Numerous agencies have been given authority to access criminal history information on prospective licensees or applicants. The statutes giving this authorization do not permit use of local police agency TCIC/NCIC lines for obtaining the CCH.

V. REPORT NUMBER AUDIT AND REPORT STATUS

- A. The Fire Marshal will ensure that all reports have been returned to secure storage at the end of each day. As documents are received the reports will be placed in numerical order by service number.
- B. Follow-ups for missing reports will be made daily until all missing reports are accounted for.
- C. When a report has not been received within 24 hours after the end of the shift on which the call was taken, a missing-report notice will be sent to the Fire Marshal and the Chief.

VI. DISTRIBUTION OF REPORTS AND RECORDS

- A. After reviewing the reports for completeness, all original reports will be forwarded to the Fire Marshal who shall ensure they are secured.
- B. All corrections or amendments to an original report are made by supplement and not by changing the original report. Supplementary reports will be sent to the records unit whenever additional information is processed.
- C. Citations are entered into the computer system and forwarded to the municipal court.

VII. RECORDS RETENTION AND DESTRUCTION (TBP: 5.02)

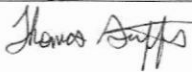
- A. Records will be retained in as specified in this policy until they are purged or destroyed in accordance with the approved City Records Retention Policy and any court orders requiring them to be expunged.
- B. Offense Reports: Because some offenses do not have a limitations period -- they can be prosecuted at any time -- because the limitations period for some offenses is based on the age of the victim at the time of the offense, offense report purging cannot be based solely on a calculation of the number of years from the date of the offense. Careful consideration will be given to these circumstances during the records retention process.
- C. All Other Information Reports: The originals of miscellaneous incident reports will be kept for an indefinite period of time, and they will be kept in numerical order just as offense reports are kept.
- D. Adult Arrest Files: Adults may obtain a court order to have their arrest records expunged as specified in Chapter 55 of the Code of Criminal Procedure. If no such order is obtained, adult arrest files will be kept until there is a report of the death of the arrestee or for a period of 75 years.
- E. Juvenile Arrest Files: (TBP: 10.02 f)
 - 1. A juvenile arrest file will be created for every juvenile taken into custody by members of this department. Juvenile files are maintained separately from adult files and, like all files, are kept secure from unauthorized disclosure.
 - 2. Persons may have their juvenile records sealed (not destroyed) by court order as specified in Family Code section 58.003.
 - 3. A court may order destruction of juvenile detention files as specified in Family Code section 58.006.
 - 4. Arrest report files on juveniles who were referred to juvenile court may be purged after the person reaches the age of 23.
 - 5. Arrest report files on juveniles who were not referred to the juvenile court may be purged after the person reaches the age of 18.

6. As specified in Chapter 58 of the Family Code, records will not maintain fingerprints or photographs of juveniles because the juvenile was detained or suspected of a criminal offense. Fingerprints and photographs taken as part of the juvenile intake process will be turned over to juvenile probation department officials. Should it happen that fingerprints or photographs have been turned over to the Fire Marshal they will be destroyed as specified in Family Code sections 58.001 and 58.002.
 7. Any juvenile records that are in a gang or criminal street gang intelligence file will be maintained, managed, and removed pursuant to the Texas Code of Criminal Procedure Articles 61.04 and 61.07.
- F. Destruction of files and records will be done by shredding, burning, or other means of destruction approved by the Fire Marshal and the records coordinator for the City of Joshua when documents have been held beyond the required retention schedule.

VIII. UNIFORM CRIME REPORT (UCR) AND RELEASE OF RECORDS (TBP: 5.03)

- A. It is the responsibility of the Fire Marshal to complete the monthly UCR and department crime report in a timely manner.
- B. The Fire Marshal must read and be familiar with the UCR handbook, including all UCR reporting standards.
- C. The Fire Marshal must perform several audit checks for each crime reported.
- D. The Texas Public Information Act governs release of information reported to law enforcement agencies.
- E. Any request for information contained in any report made or compiled by the department is to be referred to the Fire Marshal.
- F. All arrest files maintained in the records files and the computer will be the responsibility of the Fire Marshal. Copies of files will be released only to the following authorized persons:
 1. Personnel of this department
 2. Sworn marshals from other agencies upon written request
 3. Courts of law under proper process
 4. District attorneys
 5. Federal law enforcement agencies
 6. Probation departments
 7. Military personnel with a written request and signed waiver of the named person. Copies of waivers will be kept for a period of three (3) years.

- G. Juvenile arrest information is closed to public information requests and will not be released without a court order or signed waiver from the juvenile and a parent or guardian.
- H. Original reports will be released only to members of this department. Every release will be documented in the records check-out log, showing the date, name, file name and number, and the name of the clerk releasing the files. A copy of the report will be made prior to release of any original report. Upon the return of original records, the Fire Marshal will review the contents of the return against the "check-out log," checking for discrepancies. The Fire Marshal will note who returned the files, as well as the date and time. If there are no discrepancies in the contents of the records being checked in, the Fire Marshal will initial the "check-out log" and return the record to its original file location.
- I. The Fire Marshal will respond to all requests from the courts for original records. A complete copy of the requested records will be made before they are transferred to the court.

	JOSHUA FIRE MARSHAL'S OFFICE	
	Policy 2.9 Computer and Electronic Equipment Usage and Data Security	
	Effective Date:	Replaces: New
	Approved:  Fire Chief	
	Reference:	

- I. POLICY:** It is the policy of this department to ensure proper use of electronic computing and recording systems by establishing authorized uses and users. It states the protocols for storage, security, and retention. It also establishes what uses of such equipment are prohibited and what constitutes inappropriate use of such equipment.
- II. PURPOSE:** It is the purpose of this policy to define and provide clear direction as to the allowed uses and the prohibited uses of departmental and personal electronic computing and recording equipment, to provide for data security and retention periods, and to establish protocols for proper handling of digital evidence.
- III. DEFINITIONS**
- A. Network Terminals: Desktops, laptops, or any other electronic devices that connect to the department's internal computer network.
 - B. Mobile Digital Computers (MDC): In-vehicle computers or any other electronic devices that in some manner connect to the Internet, department computer networks, or other service, such as TCIC, that provides marshals with data or allows marshals to conduct field reporting or communications with other marshals or the department.
 - C. Mobile Phones: Either department owned or personally owned cell phones or smart phones.
 - D. Body Cameras / Digital Media Recorders (DMR): Video/Audio recordings made via a camera system that is worn by police personnel.
 - E. Mobile Video Recording: In-vehicle camera systems that are permanently mounted in department vehicles.
 - F. Digital Media Recorder (DMR): Marshal-worn digital audio or video recording device.
 - G. Digital Camera: A single-purpose, handheld camera designed to take digital photographs.

IV. PROCEDURES: The sections below outline the procedures to be used and list the specific prohibitions regarding the use of specific equipment.

A. General Provisions

1. Any electronic document, report, audio, or video recording, image, email, voice communication, or any other form of electronic data created while on or off duty that is directly related to official department operations or investigations, whether created on personal or department-owned equipment, is considered to be a government record. As such, it is subject to public record laws, and it shall be preserved accordingly. Marshal or employees who use personal devices to conduct any official business are responsible for the preservation of the documents, texts, etc. as listed above.
2. Anything that is created on department-owned equipment, whether or not it is directly related to official department operations or investigations, may be considered a government record, and may be reviewed and shall be preserved as required by state law or department policy. This includes any electronic document, report, audio or video recording, image, email, voice communication, and any other form of electronic data created while on or off duty.
3. All department-owned equipment and its use are subject to routine or specific review and/or investigation by department supervisors as needed to ensure appropriate use.
4. On-duty use of any electronic device, such as a mobile phone or phone camera, for strictly personal purposes not related to departmental operations is generally considered private unless the information would tend to show inappropriate activity. Off-duty use of personal electronic devices is also generally considered private unless the use results in a violation of departmental general orders or state or federal law. These exceptions do not apply to any cell phone or computer issued to the marshal by the department.
5. All employees that directly access the TCIC/NCIC database will be trained in the appropriate level of access.
6. If any form of digital evidence exists, formal departmental reports will include a notation that such evidence exists, including the type of evidence and the storage location.

B. General Prohibitions

1. Employees will not release, share, or make copies of any electronic documents, reports, audio or video recordings, images, emails, voice communications, or any other form of electronic data created while on or off duty that is directly related to official department operations or investigations, whether created on personal or department-owned equipment, unless specifically authorized by this order or the Chief.
2. Employees will not use department-owned equipment, electronic or otherwise, for personal benefit or to conduct personal business.

3. Employees are allowed to access the internet for personal use during meal and other breaks as long as the sites accessed are appropriate for public viewing.
4. No video games will be played on department equipment.
5. No inappropriate websites will be visited. In this context, "inappropriate" is defined as opposing the mission, values, and vision of the police department, and employees are reminded that their time and attention should focus on these core values.
6. Inappropriate use of electronic devices or the release or posting on the internet or various social media sites of another party's private information, or governmental information usually deemed private can lead to internal investigations and subsequent disciplinary action.
7. An marshal can be questioned about his/her internet activities by defense counsels in criminal trials, potentially damaging the marshal's credibility as a witness.

V. DEPARTMENT NETWORK TERMINALS

A. Security

1. All employees will be issued a unique password to allow access to the system.
2. Employees will safeguard their password to ensure no other person will gain access using their password.
3. Employees will not leave a computer connected to the network with their password if they are not physically able to prevent access, such as by closing and locking a door, or by visible monitoring of the computer.
4. Employees are responsible for all access to the network using their password.
5. The department will assign appropriate security levels within the network to all access to certain files only as required.

B. Required Access

1. Employees must read and respond to all department emails and training assignments in a reasonable amount of time.
2. Employees who discover network terminals in need of repair will notify the administrative sergeant as soon as possible.

VI. MOBILE TELEPHONES

A. Department Issued Cell Phones

1. Cell phones are issued by the department to increase the level of communication between field marshals and the department as well as citizens.
2. Cell phones are to be used for appropriate departmental activities only.
3. Employees are allowed to use department cell phones for emergency and short personal calls during breaks.

4. The department may regularly inspect cell phone usage records for inappropriate activity.

B. Personal Cell Phones: The department allows employees to carry personally owned cell phones when their use does not negatively impact department operations.

VII. CELL PHONE CAMERAS

A. Departmental Cell Phones

1. Cell phone cameras, both still and video, may be used to record department activities only when another more suitable camera or recording device is unavailable.
2. Activities may include victim, witness, or suspect information, crime scenes, field and eyewitness identifications, witness statements, etc.
3. All activities recorded on cell phone cameras will be transferred immediately to departmental records systems as soon as the incident can be concluded and no later than the end of shift. Appropriate information technology staff will be consulted regarding the safest transfer method.

B. Personal Cell Phones

1. Personal cell phones, both still and video, may be used to record department activities only when another more suitable camera or recording device is unavailable.
2. If any department activity is recorded using a personal cell phone, a department supervisor will be notified immediately.
3. All activities recorded on cell-phone cameras will be transferred immediately to departmental records systems as soon as the incident can be concluded and no later than the end of shift. Appropriate information technology staff will be consulted regarding the safest transfer method.
4. After transfer to departmental media, all parts of the activity recorded will be permanently deleted from the personally owned cell phone prior to end of shift. Deletion must be witnessed by a supervisor.

VIII. DIGITAL CAMERAS

A. Department Issued Cameras

1. Personnel assigned to investigations are assigned appropriate camera systems for recording crime scenes and incidents.
2. Department-issued cameras will not be used for any personal use.
3. All images or data recorded will be transferred to appropriate departmental media or storage before the end of shift.

B. Personally, Owned Cameras

1. No employee will carry a personally owned camera on duty unless authorized in writing by the Chief.
2. If a personally owned camera has been authorized in writing by the Chief, the employee will report any use of the camera during an incident to his/ her supervisor immediately and shall transfer the data to department media before the end of shift.
3. After transfer to departmental media, all parts of the activity recorded will be permanently deleted from the personally owned camera prior to end of shift. Deletion must be witnessed by a supervisor.

IX. DIGITAL MEDIA RECORDERS (Body Worn Audio/Video Recorders)

A. Department Issued Digital Media Recorders DMR.

1. All digital multimedia evidence that is captured during the scope of duties is the property of the department and shall not be converted or copied for personal use. Accessing, copying, editing, erasing, or releasing recordings or depictions of recordings without proper approval is prohibited and subject to disciplinary action.
2. The Chief will designate an individual to manage the receipt and storage of DMR data who will routinely save DMR data as necessary to long-term storage media. DMR data not identified as necessary will be deleted after 90 days.
3. Marshals issued a DMR shall use the device as required below in B below.

B. When usage is required. NOTE: When the DMR is activated for any of the reasons listed below, the recording shall continue until the incident is complete.

1. During any citizen contact for official business.
2. During any interview with a victim, witness, or suspect.
3. During any field or eyewitness identification.
4. During any enforcement contact.

C. Prohibitions

1. Marshals shall not intentionally create digital recordings of other employees in areas where a reasonable expectation of privacy exists.
2. Marshals shall not intentionally create digital recordings of citizens' activities in areas where a reasonable expectation of privacy exists, unless the recording is made while the marshal is legally in the area for one of the situations listed in section B above. Marshals should be aware that under certain circumstances, e.g., victims or suspects in various stages of undress, the marshal may consider stopping the recording and will explain the stopped recording in the report.
3. Marshals shall not knowingly record undercover marshals or informants.
4. Marshals shall not use a departmental device to record any personal activities.
5. Marshals shall not allow any non-sworn personnel to view the DMR or any other recorded data without the permission of the marshal's supervisor.
6. Uploading of any DMR data to any social media site is prohibited.

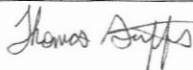
7. Marshals may use DMRs only in patient care areas of hospitals or emergency rooms when the recording is for official business.
8. To the extent possible, marshals will attempt to prevent the recording of non-involved individuals.

D. Marshal Responsibilities

1. Marshals issued a department-owned DMR shall attend training, and they will demonstrate proficiency with the recording and transfer of recorded data.
2. Marshals shall inspect the device at the beginning of each shift to ensure proper operation, including sufficient battery life and recording medium.
3. Any device found deficient at any time will be reported to the marshal's supervisor who will issue a replacement if one is available.
4. Any DMR data created will be downloaded or copied to the appropriate department storage location before the end of shift.
5. Much of the recorded data will not be needed – as in a building search where nothing is found, or a citizen contact that did not result in any action. But any data that a marshal believes might be evidence or is likely to be needed for any other purpose, such as a potential employee complaint, should be noted in official reports. If the recording may be needed and no report is made, the marshal should contact the Fire Marshal or Chief so the data may be flagged and kept secure as needed; however, all recorded data will be held in accordance with applicable laws

E. Supervisor's Responsibilities

1. Supervisors will attend department training on the use, retrieval, and storage of data, using DMRs.
2. Supervisors will take such action to ensure data from DMRs is transferred and stored properly and in a timely manner.
3. Supervisors will ensure that DMR data has been deleted from personally owned devices before marshals leave shift.
4. Supervisors will remind marshals of rules regarding DMR evidence on a regular basis.

	JOSHUA FIRE MARSHAL'S OFFICE	
	Policy 6.2 Firearms and Qualification	
	Effective Date:	Replaces: New
	Approved:  Fire Chief	
	Reference: 3.01, 3.02, 3.03, and 6.04.	

I. POLICY

The department's policy is to ensure that members are properly trained not only in the use of appropriate firearms and the circumstances of their use, but also in their safety and maintenance, regarding both on and off-duty weapons. Departmental firearms standards shall be rigorously enforced. All personnel shall qualify at least annually with his or her sidearm and with any other firearm used or carried either on-duty or off-duty.

II. PURPOSE

The purpose of this policy is to establish policy and procedures governing the care and maintenance of issued weapons and ammunition, the selection and use of holsters, off-duty weapons, firearms training, and qualification.

III. PROCEDURES

A. Authority

1. Sworn marshals who have the authority to make arrests, are authorized to carry and use firearms as necessary in the performance of their duty, subject to the restrictions and guidelines of this order, the department's use-of-force policy, and state and federal law.
2. Off-duty, sworn marshals of this department are encouraged to carry firearms, subject to the guidelines of this order, to protect themselves or others from imminent death or serious bodily injury in the event they must intervene in an incident off-duty before the arrival of on-duty marshals.

B. On-Duty Weapons, Issuance and Use (TBP: 6.04)

Only weapons issued by the department or approved by the Chief will be carried or used while on-duty.

1. Weapons shall be inspected by a certified armorer before use on-duty.
2. Department firearms and ammunition are determined by the Chief on the needs of the agency.

C. Rifles

The AR-15 rifle may be issued or used by marshals who have received appropriate training and have maintained their required qualifications.

D. Off-duty and/or secondary weapons

1. Off-duty and/or secondary weapons, either revolvers or semi-automatic pistols, and their ammunition, are purchased at the marshal's expense. A certified armorer shall inspect and certify the off-duty or secondary weapon before it may be carried. Only weapons manufactured by reputable manufacturers such as Colt, Smith and Wesson, Glock, Sig Sauer, Springfield, Beretta, or Ruger are acceptable. The Chief has final authority on the type and brand of firearm carried.
 - a. Marshals using off-duty or secondary weapons shall qualify with the off-duty or secondary weapons at the annual qualification.
 - b. The department shall maintain a record of all holsters and weapons used by each marshal.
2. While off duty, marshals may carry either an issued weapon or one purchased at marshal expense, subject to the terms of this policy.
3. Marshals will not carry weapons when consuming alcoholic beverages.
4. Off-duty weapons shall be carried safely and concealed from public view.
5. Marshals shall carry the departmental badge and identification any time that they are carrying an off-duty weapon.

E. Departmental Ammunition (TBP: 6.04)

1. Only factory ammunition manufactured by Winchester, Federal, Speer, or other reputable manufacturer, will be used in departmental personal weapons for on-duty or off-duty use. No reloaded ammunition will be used except for practice. The department will select and purchase on-duty ammunition for each qualification and old ammunition will be fired during qualification to ensure fresh ammunition is carried in on-duty firearms.
2. Marshals are responsible for the purchase of ammunition for their off-duty weapon.
3. Only Remington .223, 55-gram soft-point ammunition will be used in departmental rifles unless otherwise authorized by the Chief.

F. Security of weapons

1. Marshals are responsible for the care, cleaning, and security of departmental weapons issued to them, whether on-duty or off-duty.
2. Marshals shall report any weapon malfunction to the Chief.
3. Marshals are responsible for the safe and secure storage of issued weapons when off-duty in a manner that prevents theft or unauthorized access or use.

G. Department Firearms Proficiency Marshal and Armorer

1. The Chief shall obtain a firearms proficiency marshal and armorer. The armorer shall be a firearms instructor certified by the Texas Commission on Law Enforcement.

2. The duties are as follows:
 - a. Schedule, supervise, and maintain records on all firearms qualifications required by the department.
 - b. Maintain non-issued departmental weapons and associated equipment.
 - c. Inspect all weapons being returned to the armory to ensure they are clean and serviceable.
 - d. Annually inspect and certify as serviceable both departmental and personally owned firearms that are authorized for on-duty and off-duty use.
3. The department shall maintain a record that includes identification of all firearms that have been certified as safe, and identification of those marshals who have qualified with each of the firearms. This record shall include the following:
 - a. Marshal's name and identification number.
 - b. Make and model of weapon.
 - c. Serial number of weapons.
4. The department shall submit to a qualified gunsmith for repair all departmentally owned malfunctioning weapons.
5. The department shall maintain records of issuance, care, and maintenance of departmental and personally owned weapons and associated items used on-duty.

H. Modification of weapons: Departmental weapons shall not be modified or altered without the written approval of the Chief except as outlined below.

1. Substitution of grips
 - a. Grips shall be of high-quality wood, rubber, polyurethane or other approved material.
 - b. Grips shall be the color of the natural wood, or plain black or brown.
 - c. Target-style grips, or any grips that interfere with the operation of the weapon, are not authorized.
2. Modification of privately-owned weapons designated by marshals as duty weapons.
 - a. Substitution of grips as outlined in 2.b above is authorized.
 - b. Trigger shoes are prohibited.

I. Firearms inspections

1. Annually, either the firearms instructor or the armorer shall thoroughly inspect each weapon during qualification on the range. Documentation of this inspection will be maintained by the department. (TBP: 3.03)
2. Monthly, supervisors shall inspect subordinate marshals' issued firearms to ensure that they are maintained in a clean and serviceable condition.
 - a. Firearms inspections shall include side arms, authorized rifles, ammunition pouches, and holsters.
 - b. Ammunition shall be inspected to ensure that it is of departmental issue, of correct quantity, and in serviceable condition.

- c. Upon completion of monthly inspections, the supervisor shall forward a memorandum to the Chief that documents the following information:
 - i. The date the inspection was held.
 - ii. The name of each marshal inspected.
 - iii. The findings of the inspection.

IV. PROCEDURES FOR QUALIFICATION

A. Qualification rules

1. Marshals must qualify at least annually with any weapon they carry or use on-duty or when they change weapons. (TBP: 3.01)
2. The firearms instructor shall be in charge at all times when marshals are on the firing range for qualification.
3. Marshals using departmentally issued weapons must qualify with ammunition issued by the department.
4. Every marshal shall fire a regular firearms course that meets or exceeds the standards approved by the Texas Commission on Law Enforcement.
5. Marshals who fail to qualify on their first attempt shall immediately attempt qualification a second time. Marshals who fail to qualify on the second attempt shall be placed in remedial training as soon as practicable and shall be removed from duties until the standards expressed herein are met. Marshals who cannot qualify within fifteen days of the original qualification shall be subject to termination. Marshals who are unable to qualify are also not authorized to carry their sidearms while off duty. (TBP: 3.01)
6. The armorer will maintain records of each marshal's firearms qualifications including:
 - a. The marshal's name and identification number
 - b. The date of qualification
 - c. The weapons(s) used during qualification
 - d. A description of the course of fire and score.
7. The firearms instructor shall inspect all weapons before firing to (1) ascertain that the weapons are safe and (2) to ensure that the weapons have been properly maintained.

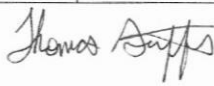
B. Rifles

Marshals who are trained and authorized to use department rifles must qualify at least annually with the rifle on a TCOLE approved course of fire.

C. Firearms and Use of Force Instruction

1. All department personnel whose duties require the carrying of firearms shall receive familiarization instruction on their firearms before range qualification.
2. At least annually, personnel whose duties require the carrying of firearms shall receive training in the mechanics of the weapon (stripping, lubricating, nomenclature, troubleshooting, and misfires), and sound safety practices.

3. At least annually and in connection with firearms training, personnel whose duties require the carrying of firearms will receive training in the department's use-of-force policy. (TBP: 3.01)
4. Use-of-force and use-of-deadly force training will be conducted at least annually in conjunction with firearms use and firearms qualification. (TBP: 3.02)

	JOSHUA FIRE MARSHAL'S OFFICE	
	Policy 6.4 Marshal Involved Shooting Investigations	
	Effective Date:	Replaces: New
	Approved:  Fire Chief	
	Reference:	

I. POLICY

It is the policy of this agency that marshal-involved shooting incidents be investigated with the utmost thoroughness, professionalism, and impartiality to determine if the marshal's actions conform to the law and this agency's policies.

II. PURPOSE

It is the purpose of this policy to provide guidelines for the investigation of marshal-involved shooting incidents and to provide guidelines to minimize the chances that involved personnel will develop or suffer from post-traumatic stress disorder.

III. DEFINITIONS

- A. Post-Traumatic Stress Disorder: An anxiety disorder that can result from exposure to short-term severe stress, or the long-term buildup of repetitive and prolonged milder stress.
- B. Marshal-Involved Shooting Incident: A line-of-duty incident where shooting causes death or serious bodily injury to an marshal or other person.

IV. PROCEDURES

- A. Marshal's responsibility when involved in a shooting incident
 - 1. Marshals involved at the scene of a shooting incident shall take those measures that are reasonably possible and appropriate to protect their safety and others, and to preserve evidence essential to the investigation. This includes the following actions:
 - a. Ensure that the threats to marshal safety and the safety of others are over.
 - b. Notify communications of the shooting incident and request immediate assistance.
 - c. Secure and separate any suspects.

- d. Relay information on any fleeing suspects to communications and other field units and work with them to establish a containment area.
 - e. Immediately request a supervisor and emergency medical services, if necessary, and any other assistance required.
 - f. If injured, administer emergency first aid to oneself first. Then administer basic first aid to suspects and others, as necessary, pending arrival of emergency medical assistance.
 - g. Holster any involved handguns or secure them in place as evidence. Secure long guns in the prescribed manner or in place as evidence.
 - h. Do not open, reload, remove shell casings or in any other manner tamper with involved firearms.
 - i. Take note of the time, survey the entire area for relevant facts, individuals who are present and who departed the scene, witnesses, potential suspects, and suspect vehicles.
2. As time and capabilities permit before supervisory and other assistance arrive:
 - a. Secure the area, establish a perimeter with crime scene tape, and limit access to those authorized persons who are necessary to investigate the shooting and assist the injured.
 - b. Protect evidence from loss, destruction, or damage that is likely to occur before backup can arrive.
 - c. Ensure that evidentiary items are not moved, or, if moved, note the original location and position of persons, weapons, and other relevant objects and evidence.
 - d. Record the names, addresses, and phone numbers of all witnesses and other persons present at the shooting scene and request that they remain on hand in order to make a brief statement whether or not they saw the incident.

B. Supervisor Responsibilities. Assistance from a Joshua Police Department supervisor shall be requested immediately to the scene of the incident, and shall assume primary responsibility for protecting the scene and caring for involved personnel. The Chief shall be notified immediately of the incident.

1. The supervisor will ensure the safety and determine the condition of the marshal(s), suspect, and third parties, and summon emergency medical service providers if not yet summoned for marshals, suspects, and third parties.
2. If the marshal has been shot or otherwise injured, the supervisor will do the following:
 - a. Ensure that an officer accompanies and remains with the marshal at the hospital.
 - b. Ensure that the marshal's family is notified on a priority basis and in person when possible.

- c. Ensure that family members are assigned transportation to the hospital or any other location where they are needed as soon as possible.
 - d. Not release the marshal's name prior to the family's being notified.
 - e. Assign an officer to the family for security, support, control of the press, and visitors.
 - f. Establish communications and related matters.
 - g. Ensure that the clothing of marshals and other injured persons is collected for potential evidentiary purposes.
 - h. See that related equipment of the marshals is safeguarded.
3. The supervisor should contact communications and advise them of the condition of the marshals and suspects and the exact location of the incident and request they immediately contact the following:
 - a. The Chief
 - b. Investigators
 - c. Crime scene search personnel
 - d. The public information officer
 - e. Police chaplain or advocate
 4. The supervisor is to establish a command post and appoint a recorder to make a chronological record of all activities, including the names and actions of any personnel who enter the crime scene. The recorder shall prepare a supplemental report detailing his/her activities and observations. The original chronological record and the supplemental report will be placed in evidence after the scene is cleared.
 5. The supervisor shall ensure that all audio/video recording systems, that were at the scene at the time of the incident, are stopped and secured to protect any evidence thereon. This process shall be consistent with the body worn camera policy of this agency.
 6. If the marshal is not immediately transported to the hospital, the supervisor shall briefly meet with him/her. Only minimal, preliminary questions should be asked about the incident. The marshal should be advised that a more detailed debriefing will be conducted at a later time. The supervisor must, however, obtain sufficient information to protect the scene and begin an investigation. At a minimum the supervisor should determine the following:
 - a. If any other suspects are at large and get descriptions;
 - b. Approximate number and direction of shots fired (to protect crime scene and ensure no other persons are injured);
 - c. Description and location of any known victims or witnesses;
 - d. Description and location of any known evidence;
 - e. Any other information necessary to ensure marshal and public safety and to assist in the apprehension of at-large suspects.
 7. During any period where the involved marshal is required to remain on the scene but has no immediate duties to fulfill, the supervisor should see that the marshal is taken to a quiet area away from the scene of the incident. If available, a peer counselor or other supportive friend or marshal should

remain with him/her, but that person should be advised not to discuss details of the incident.

8. The supervisor will see that a color picture of the involved marshal is taken.
9. The supervisor will ensure that the overall scene and evidentiary items are photographed and videotaped.
10. The supervisor will ensure that all persons at the scene are videotaped.
11. The supervisor should advise the marshal that he/she may seek legal counsel.
12. The supervisor will explain to the marshal that any standard investigations concerning the incident will be discussed with the involved marshals, and that the investigations shall include a criminal and an internal investigation.
13. The supervisor shall advise the marshal not to discuss the incident with anyone except a personal or agency attorney, or departmental investigator until the conclusion of the preliminary investigation.
14. The supervisor will ask all officers present at the time of the incident if they are carrying any firearms other than their primary duty weapon. If so, these weapons will be examined before crime-scene personnel have left the scene.
15. The supervisor shall determine whether the circumstances of the incident require that the marshal's duty weapon be taken for laboratory analysis. If the duty weapon is taken, the supervisor shall:
 - a. Take custody of the marshal's weapon in a discrete manner;
 - b. Replace it with another similar weapon.
16. The supervisor should ensure that the involved marshal may notify his/her family about the incident as soon as possible. Where a marshal is unable to do so, an agency official shall personally notify his family and arrange for their transportation to the hospital if needed.
17. At all times, when at the scene of the incident, the supervisor should handle the marshal and all involved personnel in a manner that acknowledges the stress caused by the incident.
18. Once the scene is secure, if investigators have not yet arrived, the supervisor shall begin doing the following:
 - a. Locate and secure in place the marshal's weapon and shell casings.
 - b. Locate and secure the weapons and shell casings of any suspects.
 - c. Collect information about the suspect including name, address, age, and DOB.
 - d. Locate and secure any clothing that may have been removed from the suspect or marshal by medical personnel.
 - e. Attempt to determine the original shooting positions of the suspect and marshal.
19. Upon arrival of investigators, the supervisor will brief the appropriate personnel on the details of the incident.
20. The supervisor shall prepare the original basic offense report concerning the incident and prepare a detailed supplement report of his/her activities after being notified.

21. The supervisor shall also complete a departmental use-of-force report on the incident.
- C. Investigation: This agency requests assistance from the Texas Rangers to investigate incidents of marshal-involved shootings. The below section outlines the basic premise for conducting an investigation into an office involved shooting. This outline is dependent upon the agency that conducts the investigation and may vary from the below description. The Joshua Fire Marshal's Office has ultimate authority on how the results of the investigation are used in an internal or criminal matter.
1. Two different investigations may be conducted after an officer involved shooting incident.
 - a. If the marshal was shot at, injured, killed, or otherwise the victim of a criminal offense, a criminal investigation will be conducted to determine the identity of the suspect and for subsequent prosecution.
 - b. If a marshal shot at a suspect, an administrative investigation shall be conducted to determine compliance with departmental policy, as well as a criminal investigation to determine if the marshal is criminally culpable.
 - c. If an marshal shot at and hit a suspect, a criminal investigation shall be conducted to determine if the marshal is criminally culpable for his or her actions, as well as an administrative investigation to determine compliance with departmental policy.
 2. These investigations, if both are required, may run simultaneously with the criminal investigation taking precedence. The same investigator shall not conduct both the internal and criminal investigations.
 3. To avoid improper contamination of the criminal investigation internal affairs investigators will be well versed in the issues of Garrity v. NY.
 4. Upon arrival, investigators will first ensure the tasks itemized above have been completed. They shall then conduct their investigation, which will include the following:
 - a. The investigators will receive a general briefing and walk-through by the supervisory marshal regarding the circumstances surrounding the shooting. The decision to conduct a walk-through with the involved marshal present at this time must be made based on the following:
 1. The type of investigation being conducted
 2. The physical and mental state of the marshal
 3. The availability of the marshal's attorney
 4. The circumstances at the scene
 - b. The investigators will make a thorough inspection of the scene and they will review the collection of all items and substances of evidentiary value, including photos and videotapes taken at the scene.

- c. The investigators will obtain statements from the suspects. These statements will be obtained in compliance with all legal requirements and shall be both audio and video recorded.
 - d. The investigators will ensure that notification is provided to next-of-kin of injured or deceased suspects.
 - e. The investigators will locate and identify witnesses and conduct initial tape-recorded interviews.
 - f. The investigators will tape record interviews with fire department personnel, emergency medical service providers, and other first responders to the scene.
 - g. They will conduct separate tape-recorded interviews with each marshal involved. (Involved marshals will not be required to provide written or videotaped statements sooner than 48 hours after an incident.)
 - h. They will conduct the interview in a private location away from sight and hearing of agency members and others who do not have a need or a right to the information.
 - i. They will advise the marshal not to discuss the incident with anyone except a personal or agency attorney, union representative, or departmental investigator until the conclusion of the preliminary investigation.
 - j. They will be cognizant of symptoms of post-traumatic stress, which might include time and space distortions, confusion, hearing and visual distortion, and emotional impairment, including shock. (Defer tape-recorded interviews if these symptoms are evident.)
 - k. They will take any weapon fired by the marshal into custody and handle it as evidence. Firearms shall be taken from marshal in a discrete manner and the OIC shall ensure that arrangements are made to replace them with other firearms or advise the marshal that they will be returned or replaced at a later time.
 - l. They will contact the medical examiner and obtain the autopsy report for any marshal and/or suspect if required.
 - m. The medical examiner will determine entrance and exit wounds, estimates of the shooter's position, the presence of alcohol or controlled substances, or other related evidence.
5. The results of any criminal investigation conducted will be presented to the grand jury for independent review.

D. Post-Incident Procedures

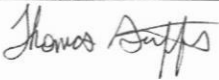
- 1. Involved personnel shall be removed from line duties pending evaluation but shall remain available for any necessary investigations.
- 2. All marshals directly involved in the shooting incident shall be required to contact an agency-designated specialist for counseling and evaluation as soon as practical after the incident. Involved support personnel should also be encouraged to contact such specialists after a shooting incident. After

the counseling sessions, the specialist shall advise the agency as to the following:

- a. Whether it would be in the marshal's best interest to be placed on administrative leave or light duty, and for how long;
 - b. Where the marshals were relieved of their duty weapons after an incident, at what point they should be returned;
 - c. The best course for continued counseling. (The agency strongly encourages the families of the involved marshals to take advantage of available counseling services.)
 - d. If placed back on full duty and another deadly-force situation presented itself in the first work shift, would the marshal be capable of defending himself/herself or another with the use of deadly force.
3. Any agency investigation of the incident shall be conducted immediately.
 4. The agency should give a general briefing to other agency members concerning the incident.
 5. All personnel involved in a shooting incident should be advised that they are not permitted to speak with the media about the incident. Marshals shall refer inquiries from the media to a designated agency spokesperson, unless they are otherwise authorized to release a statement pertaining to the incident.
 6. In order to protect against crank or abusive calls, marshals should be advised to have phone calls answered by another person for several days if their names are released to the public.

E. Daily Stress Recognition

1. As post-traumatic stress disorders may not arise immediately, or the marshals may attempt to hide the problem, each supervisor is responsible for monitoring the behavior of unit members for symptoms of the disorder.
2. If a supervisor believes that stress may be disrupting the marshal's job performance or other life skills, the Chief should be informed immediately. The Chief may refer the marshal back into counseling. Or the marshal may be referred to a "fitness for duty" examination.

	JOSHUA FIRE MARSHAL'S OFFICE	
	Policy 7.1 Constitutional Safeguards	
	Effective Date:	Replaces: New
	Approved:	 Chief
	Reference: TBP: 7.04	

I. POLICY

The federal and state constitutions guarantee every person certain safeguards from unreasonable government intrusion into their lives. These safeguards have become the cornerstone for the application of criminal justice in America. The department expects officers to observe constitutional safeguards. The department further expects that officers understand the limits and prerogatives of their authority to act. Respect for the civil liberties of all persons shall be the paramount concern in all enforcement matters.

II. PURPOSE

The purpose of this policy is to define the legally mandated authority for the enforcement of laws; to establish procedures for ensuring compliance with constitutional requirements during criminal investigations; to set forth guidelines concerning the use of discretion by officers; and to define the authority, guidelines, and the circumstances under which Marshals should exercise alternatives to arrests and pretrial confinement.

III. THREE LEVELS OF ENCOUNTERS

There are only three levels of encounters between civilians and law enforcement: consensual encounters, temporary detentions, and arrests. Detentions and arrests are considered seizures of the person for purposes of constitutional analysis.

In order to be lawful a consensual encounter must be voluntary as seen through the eyes of a reasonable person. In other words, if a reasonable person would not believe he or she could simply walk away from the encounter, then the encounter shall be considered a seizure by the courts.

In order to be lawful a temporary detention must be based upon reasonable suspicion, i.e. specific, articulable facts and circumstances that would lead a reasonable officer to conclude criminal activity is afoot.

In order to be lawful and arrest must be based upon probable cause, i.e. specific articulable facts and circumstances that would lead a reasonable officer to conclude a specific person has committed a specific crime.

Reasonable suspicion and probable cause are evaluated by analyzing the totality of the information known to the officer at the moment the person is seized. Information discovered incident to a detention or an arrest cannot retroactively support the seizure.

IV. PROBABLE CAUSE AND REASONABLE SUSPICION

A. Probable Cause: in all circumstances an officer must have probable cause to make an arrest. Probable cause is also required in most circumstances to search, but there are some exceptions to that requirement.

1. According to the U.S. Supreme Court, "Probable cause exists where the facts and circumstances within their [the arresting officers'] knowledge and of which they had reasonable trustworthy information are sufficient in themselves to warrant a man of reasonable caution in the belief that an offense has been or is being committed." See 7.3 for additional information.
2. When an officer has sufficient probable cause, he or she may arrest or, in certain circumstances, search a person. The purpose of an arrest is to make a formal charge. While formal charges may not be filed for any number of reasons, marshals should make a custodial arrest only if a formal charge is anticipated.
3. The test for evaluating the existence of probable cause is based on the totality of the circumstances known to the officer at the moment of the arrest.

B. Reasonable Suspicion: An officer must have reasonable suspicion to temporarily detain a person. The purpose of a detention is to further the investigation into potential criminal activity

1. Reasonable suspicion involves a somewhat lower standard than probable cause, generally defined by the courts as a circumstance or collection of circumstances that would lead a trained, experienced officer to believe that criminal activity may be afoot. The same types of facts and circumstances which can be used to build probable cause can also be used to build reasonable suspicion. The test for evaluating the existence of reasonable suspicion is the same test used to evaluate probable cause: the totality of the circumstances known to the officer at the moment of the detention.
2. When an officer has reasonable suspicion, he or she may detain a person for a temporary period of time during which time the officer must work efficiently towards confirming the need for the continued detention of the person, or the release of the person detained. Officers have greater authority to detain a suspect in a crime as opposed to a witness to an offense. "Temporary period of time" shall mean only that relatively brief amount of time that an officer may detain a person so the officer may initiate or continue the investigation, having reasonable suspicion to believe the person is involved in the criminal activity. Once the officer has determined that he or she has insufficient facts and circumstances to establish probable cause, or is not likely to obtain sufficient facts or circumstances to establish probable cause, the officer shall release the person.
3. Frisk authority: officers do not have the authority to automatically frisk a person who has been detained. The frisk has one lawful purpose – to ensure

the safety of the officer. In order to support a claim that the officer was at risk the frisking officer must articulate what the detainee was doing at that moment in time that caused the officer to be concerned for his or her safety.

V. AUTHORITY AND DISCRETION

A. Law-enforcement authority: State law invests peace officers with authority to prevent crime, apprehend criminals, safeguard life and property, and preserve the peace. These goals are accomplished by enforcing state and local laws and ordinances. Texas restricts a peace officers' authority with regards to making warrantless arrests. In order to effect a warrantless arrest under Texas law an officer must have probable cause to believe the person to be arrested committed the offense and there must be a specific statute which authorizes the warrantless arrest in that situation. Warrantless arrest authority is found primarily in Chapter 14 of the Code of Criminal Procedure but is also found in other statutes. It is the officer's responsibility to confirm that such statutory authority exists.

B. Alternatives to arrest/pre-arraignment confinement

1. Officers are required to arrest suspects for all felony offenses. Officers shall only make warrantless arrests in situations authorized by state law. In all other situations officers shall obtain an arrest warrant. If the immediate arrest of a suspect is not advisable due to the suspect's health, age, infirmity, or family situation, the marshal should contact a supervisor for disposition. The Chief can authorize the marshal to release the individual and seek a warrant for an arrest at large. Once the arrest is made and the suspect is transported to jail, the marshal may contact the magistrate to see if the individual can be released on his own recognizance.
2. In misdemeanor criminal cases where there is no victim or property loss, where an individual or the public was not placed in danger of great harm, marshals may occasionally be faced with situations where formal action is not advisable. In such cases, marshals may elect to exercise alternatives, such as the issuance of citations, or simply to give a warning.
3. In determining whether a citation should be used, the marshal shall:
 - a. Decide whether the offense committed is serious.
 - b. Attempt to understand the contributing factors to the incident and evaluate whether a reasonable person would be influenced by those factors.
 - c. Make a judgment as to whether the accused poses a danger to the public or himself/herself.
4. Officers often deal with situations where the public interest would be better served by social service agencies or crisis and professional organizations. In such cases the officer may refer the person to an appropriate social services agency, if the person is agreeable to such a referral.
5. The use of warnings may sometimes provide a solution to a problem and may enhance the public perception of the department. In determining if a warning should be issued, the marshal shall consider:
 - a. The seriousness of the offense.

- b. Whether a victim was injured or had property damaged by the offender.
- c. Attempt to understand the contributing factors to the incident and evaluate whether a reasonable person would be influenced by those factors.
- d. The likelihood that the violator will heed the warning.

III. PROTECTION OF INDIVIDUAL RIGHTS

- A. Marshals will at all times act to preserve and protect the rights of all persons. Marshals shall at all times honor a suspect's decision to remain silent and a suspect's unambiguous request for an attorney. Any resumption of questioning shall be in accordance with applicable state and federal law.
- B. Miranda warnings are required prior to any custodial interrogation. A custodial interrogation occurs when a person is not free to leave and is asked questions that are intended to elicit an incriminating response. Marshals are expected to understand the requirements of the Code of Criminal Procedure, articles 38.22 and 2.32 before taking any statements from suspects. All custodial interrogations shall be videotaped and audiotaped. If the custodial interrogations are not recorded, the officer conducting the interrogation shall explain why in the officer's report.

- 1. Listed below are representative examples of situations that may not require a Miranda warning;

- a. Questioning during a routine investigation or for a minor violation, until a custodial interrogation begins. Any questions focusing on the person's participation in criminal activity may require warnings.
- b. During routine questioning at the scene of an incident or crime when the questions are not intended to elicit incriminating responses.
- c. During voluntary appearances at the law enforcement facility when a suspect is not in custody but is responding to questions designed to elicit incriminating responses.
- d. When information or statements are made spontaneously, voluntarily and without prompting by officers. (Note: Follow-up questions that exceed simple requests for clarification of initial statements may require Miranda warnings.)

- 2. Administering Miranda.

- a. Miranda warnings shall be read by marshals from the card containing this information to all persons subjected to custodial interrogation. Marshals shall confirm that the warning text on the card matches the warning language found in article 38.22 of the Code of Criminal Procedure.
- b. Freelancing, recitation from memory, or paraphrasing the warnings is prohibited because it precludes marshals from testifying in court as to the precise wording used.
- c. Marshals shall ensure that suspects understand their right to remain silent and their right to an attorney. Suspects may be questioned only when they have knowingly and intelligently acknowledged

they understand their rights and have affirmatively waived those rights. Threats, false promises, or coercion to induce suspect statements are prohibited.

- d. Waivers of the Miranda rights must be performed affirmatively and shall be audio or video recorded as required by state law. If a recorded statement is not an option the statement shall be in writing as required by state law.
- e. Marshals arresting deaf suspects or those suspects that appear to have limited proficiency in English shall notify their immediate supervisor and make arrangements to procure the assistance of an interpreter in accordance with this agency's policy and state and federal law.
- f. The administration of the Miranda warning shall be recorded. State law prescribes those circumstances under which a non-recorded statement might be admissible. Marshals shall comply with state law in these matters.

	JOSHUA FIRE MARSHAL'S OFFICE	
	Policy 7.4 Search Incident to Arrest and Other Searches Without a Warrant	
	Effective Date:	Replaces: New
	Approved:	 Chief
	Reference: TBP: 7.07, 10.14, and 10.15	

I. POLICY

In order to ensure that constitutional rights are protected, marshals will obtain search warrants upon probable cause in all appropriate criminal cases except for the following circumstances. (Search warrants are discussed under Policy 7.5.)

Searches without a judicial warrant are strictly limited to those circumstances where the courts have granted marshals limited exceptions. One of those exceptions was described in Policy 7.2, where, if during an investigative stop (detention), a marshal has reasonable suspicion that an individual may be armed, and is able to articulate that suspicion, the marshal may conduct a limited pat-down of the individual's outside clothing to protect the marshal. Other exceptions to the search warrant requirement are provided in this policy.

II. PURPOSE

The purpose of this policy is to establish guidelines for searches incident to arrest and other searches without a warrant.

III. SEARCH INCIDENT TO LAWFUL ARREST

- A. The general rule is that a reasonable search may follow a valid arrest. The marshal has the authority to make a search that may extend to articles carried by the suspect and to the suspect's immediate surroundings. The purpose of this search is to remove any weapons from the arrested person that could be used against the marshal while in custody, to remove any items that might facilitate an escape, and to prevent the destruction of any evidence by the arrested person.
- B. A search incident to an arrest must occur in such a way that it and the arrest are part of a continuous, uninterrupted transaction. Two conditions are necessary for this to occur:
 1. The search must be made as soon as practical after the arrest.
 2. The search must be made at or near the place of the arrest.

C. A marshal making a search incident to an arrest may search only the following places:

1. The entirety of the person being arrested.
2. The area within the wingspan or physical arm's reach of the person being arrested where the suspect might reach for a weapon or for evidence.

D. Accessories, such as a purse or a backpack, carried by the suspect may be searched incident to a full custodial arrest for they are within the area in which the defendant might reach to grab a weapon or an item of evidence.

E. Vehicles may be searched contemporaneous with the arrest of the occupant or driver only in the following circumstances:

1. The arrested vehicle occupant is unsecured and within arm's reach of the passenger compartment at the time of the search and the marshal can articulate a safety concern, or
2. The marshal has a reasonable belief that evidence related to the crime for which the arrest was made is located within the passenger compartment.
3. Once an occupant has been arrested and secured and is unable to effectively reach the passenger compartment, the authority to search the vehicle for safety reasons is removed.

F. Strip searches

1. Strip searches shall not be conducted by any marshal of this agency. The decision to conduct a strip search shall be left to the intake personnel at the jail facility or medical facility if the subject is transported. Reasonable suspicion is required to conduct a strip search and may be based on, but is not limited to, the following criteria.
 - a. Nature of the offense.
 - b. Arrestee's demeanor and appearance.
 - c. Circumstances of the arrest or evidence of a major offense in plain view or during the course of the arrest.
 - d. Arrestee's criminal record, particularly a history of violence or of narcotics offenses.
 - e. Detection of suspicious objects beneath the suspect's clothing during a search incident to an arrest.
2. Strip searches shall be performed by persons of the same sex as the person arrested and at the jail or medical facility where the search cannot be observed by persons not physically conducting the search.
3. No strip searches will be conducted in the field.
4. In every case, the Chief must review the need and expressly authorize the strip search.

5. When authorized by the Chief, strip searches may be conducted only under the following conditions:
 - a. In conformance with approved hygienic procedures and professional practices.
 - b. In a room specifically authorized for this purpose.
 - c. By the fewest number of personnel necessary and only by those of the same sex.
 - d. Where conditions provide privacy from all but those authorized to conduct the search.
6. Following a strip search, the arresting marshal shall submit a written report to the supervisory authority that details, at a minimum, the following:
 - a. Date and place of the search.
 - b. Identity of the individuals conducting the search.
 - c. Identity of the individual searched.
 - d. Those present during the search.
 - e. The identity of the approving supervisor.
 - f. A detailed description of the nature and extent of the search.
 - g. The results of the search.

G. Body-cavity searches

This agency's marshals do not conduct body cavity searches. If a marshal has reasonable cause to believe a body-cavity search is needed to detect weapons, drugs, or other contraband, he/she shall contact the Joshua Police Department for handling and disposition of the situation. The Chief shall be notified of the need to involve the Joshua Police Department in any department investigation.

IV. CONSENT SEARCH

A. Consent Searches

A search warrant is not necessary where a person who has authority or control over the thing or place to be searched consents to the search. Note that the marshal is not required to have reasonable suspicion or probable cause to request a consent search. He or she may merely ask for permission from someone with control over the item or premises. If that person grants permission, the search may take place. The sole justification for a consent search is the existence of knowing, intelligent, and voluntary consent.

1. Consent searches must observe the following rules:
 - a. Generally, the person granting consent must use, access, or control the property. A person having use, access, or control of only a part of a jointly owned property can give consent for a search only of that part.

- b. If two people have joint ownership of property, either may give consent where only one of the owners is present. If possible, marshals should have all the consenting parties present sign a written consent-to-search form.
- c. If both or multiple parties with joint ownership are present and any party refuses to consent to the search, the search cannot be performed.
- d. A landlord, including a hotel or motel manager, cannot consent to a search of a tenant's premises unless the tenant has been evicted or has abandoned the property.
- e. A husband or wife, or one member of a cohabiting unmarried couple, may consent to a search of areas in common ownership or use where only one is present. If both or multiple parties with joint ownership are present and any party refuses to consent to the search, the search cannot be performed.
- f. A parent may consent to a search of premises occupied by a child under the age of majority if the parent also has access to the premises. If a dependent child is present and is over the age of majority, he or she may legally object to the search of an area that is jointly owned or possessed.
- g. An employee cannot give valid consent to a search of his/her employer's premises unless he/she has been left in custody of the premises.
- h. An employer may generally consent to a search of premises used by employees, except premises used solely by another employee (e.g., a locker).
- i. Consent must be given voluntarily. If a marshal requests consent from a person under circumstances which a reasonable person would consider coercive, the search would not be consensual and the marshals should seek a warrant. The marshal has the burden of demonstrating that the consent was given voluntarily.
- j. A person who initially gives consent may withdraw it at any time. Marshals shall then secure the premises and seek a warrant if probable cause exists.
- k. Refusal to give consent, in itself, cannot justify further law-enforcement action.
- l. The scope of a consent search is limited to the area for which consent has been given, and within this area marshals may search only into areas where the objects sought could reasonably be hidden.

2. Documentation of Consent Searches

- a. Although verbal consent is valid, marshals will carry and use the Voluntary Consent to Search form. The form should be completed and signed by the consenting parties. All Consent to Search Forms shall be forwarded to the records unit for filing.

- b. If a person gives verbal consent but refuses to give written consent, police marshals should consider the severity of the case along with viable options (e.g., obtaining a search warrant or some other exception to the search warrant requirement) before proceeding with the search.
- c. A marshal who is equipped with a body camera or dash camera shall record the request for consent and the person's response. The recording shall be preserved as evidence should evidence or contraband be discovered, or other enforcement action result from the search.
- d. A marshal who proceeds to search on verbal consent should remember that the burden of proof is always on the government.
- e. Marshals will not only have to prove the consent was voluntary, but that it was actually given (marshal's word against defendant). Marshals should attempt to take additional steps to eliminate this argument. For example, they could have an impartial third party witness the consent by signing the form.
- f. Marshals should make every effort to minimize conditions that could be offered as "threat or intimidation," such as the following:
 - i. Number of marshals present (especially in uniform)
 - ii. Amount of force used to detain or arrest, e.g., displaying firearms, use of handcuffs, etc.
 - iii. Language and tone of voice used in requesting consent
 - iv. Other non-verbal communications.

V. EMERGENCY SEARCH

An emergency search is a search in which a marshal makes a warrantless nonconsensual entry into a residence or building in order to protect someone's life or render emergency life-saving assistance to an occupant. This search is not based in criminal law enforcement principles; rather it is to save life. Examples of emergency searches include, but are not limited to:

- 1. Fire
- 2. Shouts for help
- 3. Unconscious person
- 4. Sounds of a fight coming from inside the residence

Marshals should understand that once entry is made and the emergency has been rendered safe his or her authority to be in the residence has expired. Additionally, entry pursuant to an emergency does not then give the marshal authority to search the residence for evidence of a crime.

The test for the validity of an emergency search will be whether a reasonable officer, under the same circumstances, would have believed there was a threat to life or limb of an occupant.

VI. MOTOR VEHICLE SEARCH BASED ON PROBABLE CAUSE

Marshals shall not conduct searches of motor vehicles except during the course of a fire investigation.

- A. In recent years, the U.S. Supreme Court has modified and expanded the conditions under which marshals may search vehicles. Preferably, marshals shall search vehicles under the authority of a warrant, although it often happens that there is not sufficient time to obtain one. However, warrantless searches of vehicles may take place under a number of conditions and circumstances. It is imperative that marshals understand the different types of vehicle searches and their limitations. The U.S. Supreme Court has ruled that this exception will not authorize the intrusion into a residence's curtilage to search a vehicle parked within the curtilage.

NOTE: With a warrant, a search may extend anywhere within the vehicle unless the warrant itself imposes limits.

B. Definitions

1. For the purposes of this section, a motor vehicle is any vehicle operating or capable of being operated on public streets or highways, from trucks to automobiles to mobile homes. A vehicle that has been immobilized in one location for use as a storage facility or home is not a motor vehicle for fourth amendment purposes.
2. For the purposes of this section, a search is an examination of a motor vehicle with an investigative motive, that is, to discover evidence or to examine the vehicle identification number (VIN) to ascertain ownership.

A motor vehicle may be searched without a warrant if the following conditions are present:

1. The marshal has probable cause to believe the motor vehicle is being used to transport contraband
2. The motor vehicle is mobile or readily mobile

The scope of a motor vehicle search is the entire motor vehicle, including containers in the motor vehicle in which the suspected contraband could fit.

If contraband is located by way of a lawful frisk or search of an occupant of the motor vehicle, the marshal may rely upon this as probable cause to search the motor vehicle for additional contraband. The reverse is not the case. The discovery of contraband in a motor vehicle will not automatically authorize a search of the occupants of the motor vehicle. Marshals must be able to articulate individualized probable cause to search the occupants.

An entry into the vehicle to examine the VIN or otherwise determine ownership must be limited to these purposes.

An emergency search of the vehicle may be conducted but the extent of the search must not exceed whatever is necessary to respond to the emergency.

Note: If the initial search under the above conditions gives rise to probable cause that evidence, contraband, fruits of a crime, or instrumentalities of the crime might be found elsewhere in the vehicle, marshals may search those areas that might reasonably contain such items.

A. Containers within the vehicle

1. As a rule, no container within a vehicle shall be searched unless it might contain the item(s) sought.
2. Procedures for unlocked containers
 - a. In a probable cause search, containers may be opened wherever found in the vehicle.
 - b. When the passenger area is searched incident to an arrest, containers within the passenger area may be opened.
 - c. During a consent search, containers may be opened provided that the terms of the consent either permit the search or reasonably imply permission.
 - d. Containers found in or discarded from a vehicle under circumstances not amounting to probable cause or in connection with a search incident to an arrest shall not be searched but shall be secured until a warrant is obtained.
 - e. The abandonment doctrine does apply to containers thrown from a vehicle by a suspect.
3. Procedures for locked containers
 - a. Under most conditions, locked containers shall be opened under a warrant unless one of the following circumstances has been met:
 - i. Consent has been given.
 - ii. Probable cause exists to search the vehicle and the object of the search might be found in the container. (Even in this circumstance, a warrant is preferred.)
 - iii. Inventory, only if a key is present.

B. Conduct of the vehicle search

1. When possible, searches of vehicles shall be conducted contemporaneously with the stopping or discovery of the vehicle. As a general rule, vehicle searches shall be conducted as soon as reasonably possible.
2. When possible, marshals shall avoid damaging a vehicle or its contents, and shall minimize the intrusiveness of the search and any inconvenience suffered by the passengers or owner.

As vehicles may contain sharp or pointed objects, and perhaps even syringes or other materials with body fluids on them, marshals shall take precautions to minimize exposure to communicable diseases.

VII. INVENTORY OF A MOTOR VEHICLE

When a marshal has made a decision to lawfully impound a motor vehicle the marshal shall inventory the contents of the motor vehicle pursuant to department policy. An inventory is not considered a search – it is an administrative caretaking procedure to protect to department from false claims. Marshals shall follow department policy when impounding motor vehicles.

VIII. FRISK

A. PERSONS:

A frisk is a limited search for weapons. A frisk, by definition, occurs during a lawful detention. Marshals shall not frisk a person during a consensual encounter unless the circumstances escalate to the point where the marshal has reasonable suspicion to detain and can articulate a fear for his or her safety. A frisk of a person during a consensual encounter will most likely turn the consensual encounter into a seizure. Marshals should conduct a full search of a person who has been arrested.

Marshals do not have the authority to automatically frisk a person who has been detained. Marshals shall articulate and document specific facts and circumstances that caused the marshal to fear for her or his safety.

A frisk is conducted by patting down the outer clothing for weapons. If a marshal detects contraband during a frisk the marshal may proceed under the plain touch doctrine.

B. MOTOR VEHICLES

Marshals shall not conduct a frisk of a motor vehicle except during the course of a fire investigation. If a motor vehicle is to be frisked, the following requirements must be met:

1. It must be a lawful detention
2. Facts and circumstances must be present to cause a reasonable officer to fear for her or his safety from an occupant of the vehicle
3. The occupant causing the concern must be frisked first
4. The marshal must intend to release the detainee and allow the person back into the car
5. The marshal may frisk the area in the passenger compartment that is immediately accessible to the detained person once returned to the vehicle.

IX. PLAIN TOUCH

The plain touch doctrine authorizes a marshal to go into a detainee's pocket to retrieve contraband if the marshal detects the contraband through the sense of touch during a lawful frisk.

Extensive manipulation of the item to ascertain its nature is not permitted.

If the marshal detects a solid container of some sort the plain touch doctrine does not authorize the marshal to open the container to ascertain its contents. The marshal will have to have another search warrant exception to open the opaque container.

X. IMMINENT DESTRUCTION OF EVIDENCE

A marshal is authorized to make a warrantless, nonconsensual entry into a residence or building to prevent the imminent destruction of evidence:

1. It must be the type of evidence that can be easily lost or destroyed
2. The destruction of the evidence must be imminent
3. The attempted destruction cannot be prompted by marshal misconduct

Once the evidence that was the subject of the attempted destruction is secured, marshals shall secure the residence and obtain a search warrant to search the residence for additional evidence or contraband.

XI. ENTRY INTO A RESIDENCE TO EFFECT ARREST

Under normal circumstances, marshals shall not enter a residence without a warrant. Unexpected circumstances may place marshals into situations, such as assisting other agency's officers, where entry may be warranted. In those circumstances the following rules shall apply.

Both state statutes and federal case law regulate entry to make an arrest. The primary focus of any entry to make an arrest is the safety of the marshals executing the warrant and the occupants of the residence. Knocking on the door affords the occupants time to answer the door and comply with the marshal's orders.

A. WITH ARREST WARRANT

Marshals may force entry to execute an arrest warrant subject to the following rules:

1. Felony warrant
2. Marshal is entering the residence where the person named in the warrant resides
3. Denied admittance after knocking and announcing
4. Knocking and announcing may be waived under the following circumstances: knocking and announcing will prompt an escape attempt, place the marshal(s) in danger, or the suspect is already aware of the marshal's presence.

B. WITHOUT ARREST WARRANT – SUSPECT OBSERVED OUTSIDE RESIDENCE

When marshals observe a dangerous felon in a public place and are authorized to arrest without a warrant, marshals may pursue and force entry into a residence to

arrest the dangerous felon without an arrest warrant. The following requirements must be met:

1. The offense must be a dangerous felony. A dangerous felony can best be characterized as one that involves a component of violence or threatened violence
2. The marshal must already have probable cause to effect the arrest
3. There must be a true exigency to justify the entry e.g., escape, danger to occupants

C. WITHOUT ARREST WARRANT – OFFENSE OCCURS INSIDE RESIDENCE WITHIN MARSHAL'S VIEW

1. Marshals who observe criminal activity occurring inside a private place from outside the private place may not always be able to secure a proper warrant in a timely manner and will adhere to the following guidelines:
 - a. If the offense is a misdemeanor, police marshals will not enter except under the following circumstances:
 - i. Valid consent is given by a person with authority to grant such permission and who lives at the residence.
 - ii. There is reason to believe someone inside the residence is in immediate danger of life or limb
 - iii. The marshal reasonably believes the destruction of contraband or other evidence is imminent if it is not immediately recovered.
 - b. If the offense is a felony, marshals will not enter except under the following circumstances:
 - i. Valid consent is given by a person with authority to grant such permission and who resides at the location.
 - ii. The marshal reasonably believes the destruction of contraband or other evidence is imminent if it is not immediately recovered.
 - iii. There is reason to believe someone inside the residence is in immediate danger of life or limb.

XII. PLAIN VIEW

Plain view. A plain-view seizure is, technically, not a search. To make a plain-view seizure of property, such as contraband, fruits of a crime, or instrumentalities of a crime, the following two requirements must be met:

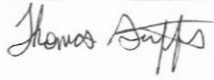
1. From a lawful vantage point, the marshal must observe contraband left in open view.
2. It must be immediately apparent to the marshal that the items he or she observes may be evidence of a crime, contraband, or otherwise subject to seizure.

XIII. OPEN FIELDS, CURTILAGE, ABANDONMENT

A search warrant is not required for property that has been abandoned.

1. For property to be considered abandoned the following two conditions must apply:
 - a. The property was voluntarily abandoned.
 - b. The abandonment was not a result of police misconduct.
2. Open fields are not protected by the Fourth Amendment, but marshals must distinguish them from curtilage, searches of which require a warrant. Curtilage is the area of a dwelling that is necessary, convenient, and habitually used by the family for domestic purposes. The extent of curtilage of a private residence is determined by the following:
 - a. Whether the area is enclosed, but an enclosure is not required to establish curtilage.
 - b. The nature and use of the area.
 - c. The proximity of the area to the home.

Note that under some circumstances, surveillance (e.g., aerial surveillance) of activities within curtilage may take place without a warrant.

	JOSHUA FIRE MARSHAL'S OFFICE	
	Policy 7.5 Search Warrants	
	Effective Date:	Replaces: New
	Approved:	 Chief
	Reference: TBP 7.06	

I. POLICY

Both federal and state constitutions guarantee every person the right to be secure in their persons, houses, papers, and effects against unreasonable searches and seizures. U. S. Supreme Court decisions regarding search and seizure place the responsibility on the police to ensure that every person's fourth amendment rights are protected.

Marshals shall scrupulously observe constitutional guidelines when conducting searches, and they will always remain mindful of their lawful purpose. Unlawful searches can result in harm to members of the community, put marshals at risk, and possibly damage the department's image in the community.

Search warrants are one of the most valuable and powerful tools available to law-enforcement marshals. Marshals of this department shall have a thorough knowledge of the legal requirements involved in obtaining and executing search warrants.

II. PURPOSE

The purpose of this policy is to establish guidelines and procedures that marshals must follow when conducting searches and seizures.

III. DEFINITIONS

- A. Search Warrant: A written order, issued by a magistrate and directed to a peace marshal commanding him/her to search for a particular item or person and to seize the same and bring it before such magistrate, or commanding him/her to search for and photograph a child and deliver to the magistrate any of the film exposed pursuant to the order. Search warrants are also issued for biological specimens.
- B. Search Site: The premises to be searched, as explicitly stated in the search warrant.
- C. Lead Investigator: The Marshal primarily responsible for the investigation who will prepare, plan, and implement the search warrant.

- D. SWAT Commander: The marshal responsible for planning and supervising tactical operations to include dynamic entry and other tasks requiring special weapons and tactically trained marshals.
- E. Protective Sweep: A quick and limited search of premises incident to an arrest or service of an arrest warrant performed in order to locate other persons inside who might pose a risk to the marshals. Marshals must be able to articulate a reasonable basis their safety concerns.
- F. Curtilage: Curtilage usually refers to the yard, garden, or any piece of ground that is immediately adjacent to a premise and is used as part of the activity of the premises. While the term has no absolute definition that applies under all circumstances, the curtilage of a private residence, for instance, may be defined by the size of the lot on which the dwelling stands, whether the area around the dwelling is enclosed, the nature and use of the area, the proximity of the area to the home, and any measures taken by the owner to protect the area from observation.

IV. PROCEDURES - General

A. State Law

- 1. Chapter 18 of the Texas Code of Criminal Procedure controls the use of search warrants in Texas. It states that a judge or magistrate may issue a search warrant if the following circumstances exist:
 - a. There is probable cause to do so, and
 - b. There is a complaint on oath supported by an affidavit.
- 2. Search warrants may be issued for the search of specified places, things or persons, and seizure therefrom of the following things as specified in the warrant:
 - a. Weapons or other objects used in the commission of a crime.
 - b. Articles or things the sale or possession of which is unlawful.
 - c. Stolen property or the fruits of any crime.
 - d. Any object, thing, or person, including documents, books, records, paper, or body fluids constituting evidence of a crime.

Please see the applicable statutes for a more comprehensive listing.

B. Supreme Court Decisions

- 1. The Supreme Court of the United States issues decisions that must be used as guidelines in conducting searches. Because the fourth amendment to the Constitution prohibits unreasonable searches and seizures, marshals bear the burden of proving that the search is reasonable. The court will examine reasonableness based on the answers to these questions:
 - a. Was there probable cause to issue the search warrant?
 - b. Was the scope of the search appropriate?

C. Exceptions to search warrant requirements are discussed in Policy 7.4.

V. PROCEDURES: Obtaining a Search Warrant

- A. Prior to obtaining a search warrant, Marshals should consult with the Chief for review of the probable cause and for approval to seek a search warrant. This review may be conducted by telephone if necessary. The Chief shall be informed of the circumstances surrounding the offense and the need for the warrant.
- B. While the lead marshal may develop the case information, construct the affidavit, and obtain the warrant, he/she shall seek assistance from a SWAT supervisor from the Joshua Police Department or the Johnson County Sheriff's Office for the proper and safe execution of the warrant, including compliance with this policy.
- C. Essential legal requirements
 - 1. To obtain a search warrant, a marshal must show probable cause to believe that specific evidence, contraband, or fruits of a crime may be found at a particular place.
 - 2. The marshal shall prepare an affidavit that carefully documents specific facts that constitute probable cause. Two kinds of facts must be considered:
 - a. The facts from which the marshal concluded that the person or thing is probably located at the place to be searched;
 - b. The facts that address the reliability of the source of the marshal's information;
 - c. The information upon which the marshal relies is not stale, within the context of the offense being investigated.
 - 3. The court considers only those facts presented in the affidavit.
 - 4. Conclusions and suspicions are not facts.
 - 5. Apart from the marshal's personal knowledge or observations, facts may derive from a reliable informant.
 - 6. Reliability of facts is established by the following:
 - a. Personal observation or knowledge possessed by an marshal;
 - b. Witnesses who have knowledge of information pertinent to the case;
 - c. Informants if they have proven to be reliable or if their information is corroborated by personal observation of an marshal.

D. Affidavits

- 1. The accuracy of the affidavit is vital to the validity of the search warrant. CCP 18.01 requires marshals to swear to the facts of the affidavit before a judge or magistrate.
- 2. The affidavit shall include the following elements:

- a. A detailed description of the place, thing, or person to be searched.
- b. A description of the things or persons to be seized pursuant to the warrant
- c. A substantial allegation of the offense in relation to which the search is to be made.
- d. An allegation that the object, thing, or person to be searched or searched for constitutes evidence of the commission of the offense.
- e. Material facts that would show that there is probable cause for issuing the search warrant.
- f. Facts that establish probable cause and that the item or person to be seized is at the location to be searched.

E. Language of the warrant

1. Only the things specified in the search warrant can be seized. (For a discussion of exceptions to this, such as plain-view seizures and searches incident to arrest, see Policy 7.4).
2. The warrant shall state precisely the areas to be searched.
3. If marshals wish to search a home and its surroundings, the affidavit must specify a "premises" search and its curtilage, and must identify all outbuildings, such as garages or tool sheds, as appropriate.
4. If motor vehicles to be searched are on the premises, the warrant shall so specify.
5. If searches of specific persons (other than frisks) are to be included during the search, the warrant shall so specify. If the warrant states that all persons present shall be searched, probable cause to do so must be stated in the affidavit.
6. The items to be searched for shall be precisely described. If an item to be searched for may be dismantled (e.g., firearms), the warrant must specify the search for parts, pieces, or components of the item.
7. If marshals anticipate searching for and seizing computers or similar complex technological items, experts must be consulted to determine the appropriate language to list in the affidavit and for outlining appropriate guidelines in the warrant for seizure of hardware and software.
8. If time and opportunity permit, the affidavit and warrant should be reviewed by the district attorney prior to presenting it to a magistrate.
9. If marshals believe it is in the best interest of marshal safety or that evidence may be destroyed if advanced warning is given and wish to utilize a "no-knock" warrant execution, the reasons for that belief should be clearly explained in the affidavit. The magistrate should be requested to review and authorize the no-knock entry.

VI. PROCEDURES: Executing a Search Warrant

The Joshua Fire Marshal's Office shall request the assistance of the Joshua Police Department when executing a search warrant due to the limited staffing of the Marshal's Office and the need for safety of officers and the subjects of the warrant.

A. When a search warrant must be executed

1. A Marshal is required to execute a warrant within the limitations imposed by statute. If it has not been executed during that time, the Marshal shall void the warrant and return it to the magistrate who issued it.
2. A Marshal may execute a search warrant either during the day or at night. The time of day selected to execute the warrant should take into consideration the likelihood that a specific category of individuals will or will not be present, e.g., children or elderly. Marshal safety will also be considered in determining when to execute a warrant.

B. Preparing to execute the warrant

1. Before executing the warrant, the lead Marshal shall review the warrant and the affidavit, and brief the search team marshals on the procedures to be followed. The Marshal shall ensure that the entire warrant process is documented. Written reports shall be supplemented with photographs or videotape, if available and appropriate.
2. All members of the search team shall be in uniform or wear a clearly marked jacket with "MARSHAL" in large letters on the front and back.
3. All members of the search team shall wear protective body armor during the execution of all warrants.

C. Gaining entrance to premises

1. Prior to execution of the warrant, the lead marshal shall attempt to determine if any circumstances have changed that make executing the search warrant undesirable at that time. Where possible, pre-search surveillance shall be conducted up to the point at which the warrant is executed.
2. The lead marshal shall make a final assessment of the accuracy of the warrant in relationship to the location to be searched.
3. The search team shall first deploy around the premises to be searched, ensuring that all exits are covered.
4. Uniformed marshals shall be the most visible members of the search team and shall conduct the initial entry.
5. In most cases the marshal shall do all of the following before entering the premises to be searched:
 - a. He/she must announce his/her presence as a law-enforcement marshal.
 - b. The marshal must announce that his/her purpose is to execute a search warrant.
 - c. The marshal must wait a reasonable time either to be admitted or refused admission to the premises.
6. When entrance is refused:

A marshal who is refused entrance after a reasonable time may force his/her way into the premises using only that force which is applicable to

the circumstances. "Reasonable time," in this context, depends on the circumstances. A refusal may be expressed or implied.

- a. No one has admitted the marshal within a time that a reasonable person would expect someone to let the marshal in if he or she is going to be admitted at all.
- b. The marshal waiting to be admitted sees or hears suspicious circumstances, such as flushing toilets or footsteps running away from the door, which indicate that someone might be concealing or destroying evidence or trying to escape.

7. No-knock or exigent entry:

In some circumstances a marshal may enter the premises to be searched without announcing his or her presence and purpose before entering. The judicial authority issuing the warrant may add a no-knock entry provision to the warrant. If not, the decision to make a no-knock entry may be made by the on-scene supervisor based on facts that would lead him or her to believe that an announcement would result in one of the following:

- a. Bodily harm either to the marshal or to someone within the premises to be searched.
 - b. The escape of the person to be searched or arrested.
 - c. The destruction of evidence.
8. If circumstances require a no-knock or exigent entry, the first marshal to cross the threshold into the premises shall announce that law-enforcement officers are executing a warrant. To ensure their own safety marshals shall command the occupants to take appropriate action, such as "police, search warrant, get down."

D. Conduct of the search

1. Upon entry, the occupant shall be given a copy of the search warrant.
2. The lead marshal shall ensure that a protective sweep of the site is performed immediately.
3. After the site has been secured, a photographic and/or videotape record of the premises shall be made prior to conducting the search.
4. The search must cease when all the evidence being searched for is located.
5. Marshals should exercise reasonable care in executing the warrant to minimize damage to property. If damage occurs during an entry to premises that will be left vacant, and the damage may leave the premises vulnerable to security problems, arrangements shall be made to guard the premises until it can be secured.
6. If damage occurs, justification for actions that caused the damage and a detailed description of the nature and extent of the damage shall be documented. Photographs of the damage should be taken where possible.

7. Marshals shall not use a search warrant to conduct a fishing expedition, i.e., if the search warrant is for a large item, such as a television set, small places, such as jewelry boxes, may not be searched.
8. A marshal may seize only the property listed in the warrant with two exceptions:
 - a. The other evidence is reasonably related to the offense for which the search warrant was issued.
 - b. It is property that the marshal knows or has probable cause to believe is evidence of another crime.
9. Currency taken as evidence shall be verified by the lead marshal and transported to a safe location as designated by department policy.
10. If items are taken from the search site, an itemized receipt shall be provided to the resident/occupant, or in the absence of the same, left in a conspicuous location at the site.

E. Searches of persons found on premises

1. A person's presence on the premises to be searched with a warrant does not, without more evidence than the person's mere presence, give rise to probable cause to search that person beyond a frisk for marshal safety.
2. A warrant to search the premises for contraband does carry with it the authority to detain the occupants of the premises while a search is being conducted. If the search of the premises gives rise to probable cause to arrest the detainee, he or she may be arrested and his or her person searched incident to arrest.
3. A person on the premises may be searched if the marshal has probable cause to believe that items listed in the warrant are concealed on the person.
4. If a marshal determines a frisk is necessary, the marshal must articulate the facts present that justify the frisk of the person.

VII. PROCEDURES: High-risk warrant execution

A high-risk warrant is requested for any situation where it is likely that any special obstacle to the safe, effective execution of the warrant is present, the location has been fortified, or marshals may meet armed resistance or other deadly force. This suspicion should be corroborated by intelligence information, for example, information from CCH, C.I. statements, history of location, or the investigator's personal knowledge.

High-risk search warrants shall be coordinated with the Joshua Police Department and all marshals will defer to that agencies policies and procedures when executing a high-risk warrant.

VIII. PROCEDURES: Return of the search warrant

- A. A marshal who has finished a search shall perform the following:

1. Note the date and time of execution on the search warrant.
2. Make an inventory of all the property seized and leave a copy with the person in charge of the premises.
3. Make return of the warrant within three days following the execution of the search (excluding Saturdays, Sundays, and legal holidays) or as otherwise required by statute. The return includes the following:
 - a. The search warrant.
 - b. The affidavit.
 - c. Either the inventory of articles seized or a notation that nothing was seized during the search.

B. Responsibility for property seized

1. Marshals must provide a rigorous chain-of-custody procedure for all property seized. Documentation must appear in all narrative reports pertaining to the chain of custody of any items seized. The department evidence tag shall be used to identify all seizures.
2. Marshals shall place evidence in the property room or locker reserved for the purpose prior to the end of shift.
3. Marshals shall observe the property and evidence procedures as detailed in Policy 12.1.

	JOSHUA FIRE MARSHAL'S OFFICE	
	Policy 7.9 Citizen or Media Recording of Police Activity	
	Effective Date:	Replaces: New
	Approved:	 Chief
	Reference:	

I. POLICY

It is the policy of this department that the seizure and searching of portable video, audio, and photo recording devices shall be governed by federal constitutional and statutory laws as well as departmental investigatory policies.

II. PURPOSE

The purpose of this policy is to establish guidelines and procedures for investigation, seizure, and searching of portable video, audio, and photo recording devices that contain data of an evidentiary value pertaining to a criminal act.

III. PROCEDURES

A. General

1. The department recognizes that the taking of photographs and/or videos by private citizens and media personnel is permitted within areas open to general public access and occupancy and is protected by the First Amendment.
2. Any civilian or media personnel may video record or photograph a police employee's activities as long as he/she abides by the following guidelines:
 - a. Remains at a distance that does not physically interfere with the officers' duties;
 - b. Does not physically interfere with the duties and responsibilities of law-enforcement personnel;
 - c. Does not violate any existing statute while taping, e.g., stand in the roadway while filming.
3. Marshals are prohibited from seizing a person's portable video, audio, and/or photo-recording devices.

B. Initial Contact of an Individual Non-Media Photographer or Videographer.

Marshals are reminded that there are only three types of encounters between civilians and law enforcement: consensual encounters, temporary detentions based upon reasonable suspicion of criminal activity and an arrest based upon probable cause. It is not a crime to videotape or photograph the police. A marshal may only contact a person, recording images, pursuant to these established rules of contact. Marshals shall follow the guidelines below:

1. Determine if the encounter is to be consensual in nature, or a lawful seizure;
2. Announce his/her authority and identity;
3. Marshals shall identify themselves by prominently displaying departmental credentials;
4. Advise the individual of the purpose of the contact;
5. Ask the individual whether he/she recorded/captured data relevant to the incident;
6. Request that the individual provide his or her personal identification and contact information;
7. The encounter can last no longer than necessary to effect its purpose.
8. Persons who have been detained, as witnesses or suspects, or those who are participating in a consensual encounter, do not have to give their names, produce identification, or answer questions.

C. Consent to Search and/or Seize Portable Video, Audio, and/or Photo Recording Devices belonging to an Individual (Non-Media Photographer/Videographer)

1. Marshals may ask an individual for consent to a search and/or seize a portable photo and/or video recording device to determine if data of evidentiary value pertaining to a criminal act is present.
2. The Chief shall be notified immediately prior to any seizure and prior to any search of the device. The Chief shall determine whether immediate seizure and search is warranted.
3. If a consensual seizure occurs, the property shall be inventoried and documented by the seizing marshal pursuant to department policy.
4. Authorization to search the device shall be documented by the seizing marshal on a consent-to-search form.
5. The seizing marshal shall accurately and completely document the basis for the seizure and findings of the search in a case report/offense incident report.

D. Non-consensual Seizure of Portable Video, Audio, and Photo Recording Devices of an Individual (Non-Media Photographer/Videographer)

1. When there is probable cause to believe that the portable video and/or photo recording device depicts visual and/or audio items pertaining to a criminal act, seizure of the device may be warranted based upon exigent circumstances.

2. The most common type of exigent circumstance is the imminent destruction of evidence. Two requirements must be met for this exigency to exist:
 - a. Marshals must have probable cause to believe that evidence that can be destroyed exists;
 - b. Marshals must have reason to believe the evidence might be destroyed if they delay taking action until a subpoena/search warrant is issued.
3. The marshal may detain the individual who controls the recording device and the Fire Marshal or Chief shall be notified immediately to respond to the scene.
4. The Fire Marshal, after consultation with the Chief, shall make a determination on whether or not the device should be seized.
5. If seized, no search of the device shall be conducted until a subpoena/search warrant is issued unless there is reason to believe that the immediate search of such materials is necessary to prevent the death of, or serious bodily injury to, a human being.
6. The Fire Marshal shall be responsible for preparation of an application for subpoena/search warrant.
7. A marshal's response to an individual's resistance to a non-consensual seizure shall be in compliance with department policy.
8. The seizing marshal shall accurately and completely document the basis for the seizure in a case report/offense incident report.
9. If a non-consensual seizure occurs, the property shall be inventoried and documented by the seizing marshal pursuant to department policy.

E. Initial Stop of Media Personnel

1. A marshal who stops a media photographer/videographer believed to have recorded/captured data of evidentiary value pertaining to a criminal act shall do the following:
 - a. Announce his/her authority and identity
 - b. Marshals shall identify themselves by prominently displaying departmental credentials
 - c. Advise the media person of the purpose of the stop
 - d. Ask the media person whether he/she recorded/captured data relevant to the incident
 - e. If the media person acknowledges recording/capturing relevant data and agrees to allow review and/or supply a copy to the department, the marshal shall do the following:
 - i. Immediately notify the Chief
 - ii. Collect and document receipt of the data pursuant to "SOP Property and Evidence"
 - iii. Document the request and response on a case report/offense incident report.

- f. If the media person acknowledges recording/capturing relevant data and refuses to allow review and/or provide a copy of the recorded/captured relevant data, or refuses to state whether he/she recorded/captured relevant data, the marshal shall do the following:
 - i. Immediately notify the Fire Marshal and the Chief
 - ii. Instruct the media person not to destroy, alter, or delete the recorded/captured relevant data
 - iii. Document the request and refusal on a case report/offense incident report
 - iv. Prepare appropriate subpoena and/or warrant documents for production of the requested data
 - v. Request that the media person provide their personal identification, media credentials, and contact information.
 - g. The stop shall last no longer than necessary to effect its purpose. NOTE: Brevity is important in determining whether or not a stop is reasonable. A prolonged stop may be warranted if the marshal reasonably and diligently pursues investigative means to determine whether the media person possesses data that may have evidentiary value, and to confirm the person's identity.
- 2. Marshals shall not seize portable video, audio, and/or photo recording devices from media personnel unless they are under arrest or otherwise directly involved in the criminal act.
- 3. A warrantless search of portable video and/or photo recording devices seized incident to the direct involvement or arrest of media personnel is prohibited unless there is reason to believe that the immediate search of such materials is necessary to prevent the death of, or serious bodily injury to, a human being.

F. Supervisory Notification

- 1. The Chief and the Fire Marshal shall be notified immediately prior to the seizure of a portable video, audio and/or recording device, whether consensual or non-consensual, and advised of the following:
 - a. The totality of the circumstances surrounding the stop and seizure
 - b. The type of device that should be seized
 - c. The status of the person from whom the device may be seized (e.g., detained, arrested, etc.).

G. Chief's or Fire Marshal's Responsibilities

- 1. The Chief or Fire Marshal shall do the following:
 - a. Immediately respond to the scene
 - b. Ensure that the circumstances surrounding the seizure as conveyed by the marshal are serious enough to warrant the

seizure, and that the actions of the officer were in compliance with this general order and the department's SOP.

- c. If the Chief or Fire Marshal determines that the stop and seizure is appropriate, he/she shall determine whether or not a search warrant is appropriate.
- d. If the Chief or Fire Marshal determines that the seizure is not appropriate, he/she will ensure that the person detained is released.
- e. The Chief or Fire Marshal shall document these findings in a case supplemental report/supplemental report.
- f. Ensure that the seizing marshal documents the circumstances and actions taken in a case report/offense incident report.
- g. Ensure that all required documentation is completed.
- h. Ensure that proper evidence handling protocols are followed.
- i. Ensure that a use of force report is completed if necessary.
- j. Ensure that the public information office is notified, if the Chief believes that is necessary.

H. Impounding of Property

A marshal who impounds any portable video, audio, or photo recording device shall follow department policy regarding property/evidence.

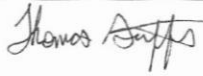
I. Prohibited Actions

1. Marshals shall not order or participate in the destruction of any portable video, audio, or photo recording devices.
2. Marshals shall not order or participate in the erasure, deletion, or destruction of digital, analog, or film evidence.
3. Marshals shall not impede a person's right to photograph or video record an event unless that person's actions will have any of the following effects:
 - a. Endangering the safety of the public, marshals, or property
 - b. Interfering with an active crime scene
 - c. Violate an existing statute

J. Statutory Limitations and Liability

1. Pursuant to federal statute, 42 USC Section 2000aa-6, it is unlawful for a sworn officer or employee, in connection with an investigation or prosecution of a criminal offense, to search for or seize the work product of a media photographer or videographer except in the following circumstances:
 - a. There is reason to believe that the immediate seizure of such materials is necessary to prevent the death of, or serious bodily injury to, a human being;

- b. There is probable cause to believe that the person possessing such materials has committed or is committing the criminal offense to which the materials relate.
2. A search or seizure of the work product is prohibited when the offense is merely the withholding of such material.
3. Sworn officers and marshals may be held personally liable in an action for civil damages for violation of federal statute, 42 USC Section 2000aa-6.

	JOSHUA FIRE MARSHAL'S OFFICE	
	Policy 7.10 Prisoner Restraints	
	Effective Date:	Replaces: New
	Approved:	 Chief
	Reference: TBP 10.01e	

I. POLICY

The marshal's responsibility for the safe custody of prisoners permits some discretion in the use of handcuffs and other restraining devices. The department requires marshals to observe their own safety and that of the people they transport by carefully utilizing restraints on prisoners (except children) who must be taken to a jail or some other location.

II. PURPOSE

The purpose of this policy is to establish guidelines for the use of handcuffs and other restraining devices.

III. PROCEDURES - Arrested Persons

The Joshua Fire Marshal's Office shall have as a general policy, the avoidance of placing individuals under arrest in the field. The nature of the Fire Marshal's Office is the investigation of criminal offenses related to Arson and other malicious crimes involving arson, and City code compliance violations that are of a misdemeanor nature. As such, investigators and enforcement personnel of the Fire Marshal's Office will not normally make field arrests. However, if the necessity to conduct a field arrest occurs the following shall apply.

A. General

1. Marshals shall handcuff all arrested adults unless the application of handcuffs will aggravate or cause injury due to age, infirmity, physical condition or prior injury.
2. Marshals must be able to justify any exception they make to the policy that all arrested adults must be handcuffed, with particular attention to safety issues.
3. A prisoner who is not handcuffed shall be transported in a vehicle with a prisoner cage, and two marshals shall conduct the transport.
4. Juveniles should not be handcuffed unless they have been taken into custody for a violent offense, pose an escape risk, or where the officer reasonably believes handcuffing is necessary for the safety of the juvenile or the officer.

B. Handcuffs

- 1 In most circumstances safety concerns mandate that arrested subjects should be handcuffed. Marshals must be able to justify exceptions with particular attention to the risks involved when no handcuffs are used. Listed below are some possible exceptions:
 - a. Children under 10 years of age
 - b. Pregnant females
 - c. Handicapped or disabled suspects
 - d. Elderly suspects
2. Normally, marshals shall handcuff a subject with the hands in back, but they may choose to handcuff hands in front if the suspect is handicapped or disabled. If the suspect is handcuffed in front, marshals should secure the handcuffs to the body by use of a belt if possible.
3. Marshals shall double lock the handcuffs. This will help ensure prisoner and officer safety. Double locking reduces the chance of having the lock picked or that the handcuff will accidentally tighten, which could restrict circulation.
4. Marshals shall apply the handcuffs without utilizing hard strikes to the wrist and no over tightening of the handcuffs.
5. Individuals will not be handcuffed to any portion of a police vehicle during transport.

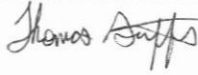
IV. PROCEDURES -- Persons not arrested

- A. If marshals have a reasonable suspicion that an individual has been involved in a violent offense, handcuffs may be applied to such individuals while marshals investigate the incident. This restraint is only lawful for safety reasons, and the marshals shall articulate the reasons for their safety concern.
- B. Persons not arrested but who are subject to detention may be restrained under the following circumstances:
 1. Suspects shall be handcuffed only as long as necessary.
 2. Handcuffing of suspects shall be accomplished with minimal discomfort to the suspect.
 3. Marshals shall limit the number and type of restraints used on the suspect to what is reasonably necessary.
 4. If an individual is handcuffed or otherwise restrained for officer safety reasons during an investigation and later released, marshals shall document their actions in an offense or incident report and include the reasons marshals handcuffed the individual, the approximate length of time of the restraint, and the results of the investigation.

V. SPECIAL CIRCUMSTANCES -- Restraint prohibitions

- A. Marshals shall not place subjects in a prone position with the hands and ankles bound behind with handcuffs, belts, or other devices.

- B. As soon as any suspect who is lying on his or her stomach has been handcuffed, marshals shall roll the suspect onto his or her side, or place the suspect in a sitting position.
- C. Suspects shall never be transported in a prone, face-down position.
- D. All suspects will be monitored during custody and transport for indications of medical problems, and medical treatment will be obtained if the officer believes it is needed.
- E. Marshals should be aware that intoxication, recent use of drugs or alcohol, the presence of a head injury, obesity, physical disability, and recent exertion are all circumstances that can increase difficulty breathing when a person is restrained.

	JOSHUA FIRE MARSHAL'S OFFICE	
	Policy 7.11 Prisoner Transportation	
	Effective Date:	Replaces: New
	Approved:  Chief	
	Reference: TBP 10.01, 10.10, and 10.12	

I. POLICY

Transporting prisoners is a potentially dangerous function. Transportation of prisoners shall not be performed as a regular course of business due to the non-equipped nature of Fire Marshal Office vehicles. The transportation of an arrested individual shall be conducted by the Joshua Police Department or the Johnson County Sheriff's Department. It is the policy of this law-enforcement agency to take the precautions necessary while transporting prisoners to protect the lives and safety of officers, the public, and the person in custody.

II. PURPOSE

The purpose of this policy is to establish procedures to ensure that prisoners are transported safely. It is understood that outside law enforcement agencies, who may assist the Joshua Fire Marshal's Office, may have differing policies regarding prisoner transport. Marshals shall defer to the transporting agency's policies in those circumstances. Whenever possible, marshals shall ensure that prisoners are transported according to this policy. If a marshal believes that a transporting agency is jeopardizing the safety of a prisoner or another officer, they shall consult with the Chief before transport.

III. PROCEDURES (TBP: 10.01)

A. General

1. The arresting marshal shall accompany the prisoner to the detention facility either in the transporting vehicle or closely following in a Marshal's Office vehicle.
2. All prisoners shall be transported in secure, caged vehicles, unless such a vehicle is not available.
3. In no case shall a juvenile known or believed to be under the age of 17 years be transported with adults suspected of or charged with criminal acts. At a minimum the arresting marshal and/or transporting officer shall do the following:
 - a. Contact the dispatcher by radio and request that the time and odometer mileage be logged.
 - b. Go directly to the destination by using the shortest practical route.

- c. Upon arrival at the destination, contact the dispatcher by radio and request that the time and the odometer reading be logged.

B. Searching the prisoner

1. The arresting marshal and/or the transporting officer shall always search a prisoner before placing him or her into the vehicle.
2. Marshals must never assume that a prisoner does not possess a weapon or contraband or that someone else has already searched the prisoner.
3. The arresting marshal and/or transporting officer shall conduct a search of the prisoner each time the prisoner enters custody of the officer.
4. When handling and searching prisoners, marshals shall remain mindful of the department's plan for the control of infectious diseases and shall use personal protective equipment when necessary.
5. Any items removed from the prisoner prior to transport will be securely maintained and returned to the prisoner or turned in to the booking officer upon arrival at the location of detention for placement in the prisoner's property. (TBP: 10.10)

C. Searching the transport vehicle

The marshal and/or transporting officer shall search the vehicle immediately before each prisoner transport to ensure that no contraband or weapons are available to the prisoner. Further, after delivering the prisoner to his/her destination, marshals shall again search the transporting vehicle to ensure that the prisoner did not hide anything in the vehicle. (TBP 10.01)

D. Sick/injured prisoners and medical facilities

1. Any time -- before, during, or after an arrest -- that the prisoner is injured or becomes sick, the officer shall seek medical attention immediately. Medical attention shall be obtained before transporting the prisoner to the jail if the injury/sickness happens before they arrive at the jail.
2. The arresting marshal and/or transporting officer shall use discretion in the use of restraining devices on sick or injured prisoners.
3. As a rule, do not remove a prisoner's handcuffs at the hospital unless ordered to do so by the attending physician.
4. If the prisoner refuses treatment, the prisoner shall be asked to sign a medical-refusal form or notation of such on a hospital release form. The attending physician or a nurse should sign the form as witnesses. If the prisoner refuses to sign the form, the marshal should obtain two witnesses to the refusal, for example, a hospital staff member, another officer, or fire/rescue personnel. The form must be given to the jail during booking.
5. If the prisoner must be admitted to the hospital, the marshal shall release the prisoner to the hospital only after consulting the Fire Marshal or the Chief. The Fire Marshal or Chief, in turn, shall consult the magistrate or the city judge.

6. The prisoner shall be kept under observation at all times and, normally, restraining devices shall be used. Marshals shall consult with medical personnel concerning the use of restraining devices.
7. The Fire Marshal shall observe the following procedures to ensure control of the prisoner:
 - a. Felony prisoners, who are admitted, shall have guards.
 - b. Request the presence of a magistrate and arrange for the magistrate's transportation to the hospital so that bail can be set.
 - c. Assist the magistrate in arraigning the prisoner, if necessary, or stand by while the magistrate issues a warrant.
 - d. Serve the warrant, if one has been issued.
 - e. Arrange for a guard to be maintained until the prisoner makes bond or the case is filed if the magistrate will not release the arrestee on personal recognizance.
 - f. When the case is filed, responsibility will transfer to the sheriff's office.
 - g. Brief every officer on the duties of guards and ensure that guards have radios.
 - h. Ensure that guards are checked periodically and relieved as necessary until sheriff's deputies relieve them.

L. Special transport problems:

1. Transport of prisoner by officer of different sex than prisoner.

When transporting a prisoner of one sex by an officer of another sex, an additional officer may be requested to accompany the transport. At a minimum the arresting marshal and/or transporting officer shall do the following:

- a. Contact the dispatcher by radio and request that the time and odometer mileage be logged.
- b. Go directly to the destination by using the shortest practical route.
- c. Upon arrival at the destination, contact the dispatcher by radio and request that the time and the odometer reading be logged.

2. Prisoner with disabilities

- a. When transporting a prisoner with disabilities, the arresting marshal shall request help when needed to complete the transport safely for both the prisoner and the officer.
- b. The marshal may request the dispatcher to contact the fire department or ambulance for assistance in transporting.
- c. The arresting marshal shall arrange for the transporting officer to take whatever special equipment or medicine is necessary for the prisoner.
- d. With a disabled person in custody, the arresting marshal and transporting officer must use common sense. When the disability is such that no danger of escape or injury to the prisoner or officer exists, restraining devices may be inappropriate.
- e. Any wheelchairs, crutches, and medication shall be transported with, but not in the possession of, the prisoner.

- f. Department personnel have an obligation to provide a “reasonable accommodation” for disabled prisoners. This obligation requires officers to ensure disabled prisoners are not subjected to the possibility of injury or handling of a disrespectful nature during arrest and transportation procedures.
 3. Dangerous/security-risk prisoners. When a prisoner is considered dangerous or a security hazard, the receiving agency or the sheriff's courtroom security personnel shall be notified before the transport takes place in order to plan how best to minimize any chance of escape or of injury to the prisoner or anyone else.
- M. Restraining devices: When prisoners are restrained during transport, the following procedures shall be followed unless circumstances require an alternate method:
1. Single prisoner shall be handcuffed with both hands behind his or her back.
 2. Leg and waist belt restraints may also be used in order to minimize the risk of injury or escape.
 3. Under no circumstances shall a prisoner be handcuffed to a part of the transport vehicle itself, such as the floor post, protective screen barrier, etc.
 4. Marshals shall use ankle shackles or plastic handcuffs to immobilize legs when transporting any prisoner that might pose an escape risk.
- N. Documentation:
1. Marshals shall document all prisoner transports and shall note any unusual circumstances or events in the arrest report.
 2. Officers shall document the circumstances of any apparently ill or injured prisoners and their medical treatment.
 3. Officers will give names (and badge numbers, as appropriate) of personnel from and to whom the prisoner was released or transferred.

	JOSHUA FIRE MARSHAL'S OFFICE	
	Policy 7.12 Juvenile Procedures	
	Effective Date:	Replaces: New
	Approved:	 Chief
	Reference: TBP 10.02 and 10.03	

I. POLICY

This department is committed to the development and perpetuation of programs for prevention and control of juvenile fire setting and delinquency. In dealing with juveniles, marshals will use the least coercive methods among available alternatives, consistent with preserving public and marshal safety, order, and individual liberty. Among factors to consider in making juvenile dispositions is the nature of the offense; the offender's age, circumstances, and record; availability of rehabilitation programs; and juvenile probation or court recommendation for diversion.

II. PURPOSE

The purpose of this policy is to establish guidelines and procedures for handling juveniles who are in need of protection and those charged with criminal offenses. **Juveniles who have committed criminal acts or status offenses, not involving fire related acts, shall be referred to the Joshua Police Department for disposition.**

III. DEFINITIONS

- A. Child (Juvenile): A person who is ten years of age or older and less than seventeen years of age.
- B. Conduct in Need of Supervision: Conduct: Any offense -- other than a traffic offense -- that violates the penal laws of the state and which are punishable by fine only, violations of municipal ordinances, failure to attend school, and running away.
- C. Delinquent Conduct: Conduct, other than a traffic offense (except DWI), that violates the penal laws of this state or the United States punishable by imprisonment or confinement in jail.
- D. Delinquent child: A child who has committed a delinquent act or an adult who committed a delinquent act prior to his or her 17th birthday.

- E. Intake marshal: A juvenile probation marshal who is designated by law as having the quasi-judicial authority to decide probable cause, divert the juvenile from the criminal process, or petition the court. An intake marshal is normally a juvenile probation marshal.
- F. Juvenile court: The court designated under Family Code 51.04 to exercise jurisdiction over juvenile proceedings within the county. As a result, the judge of this court decides the propriety and legality of police handling of juveniles.

NOTE: All juvenile offenses occurring in the city of Joshua are heard in Johnson County Juvenile Court located in Cleburne, Texas.

- G. Juvenile processing office: All juveniles handled by the Fire Marshal's Office shall be processed through the Joshua Police Department's juvenile detention area.

NOTE: The approved Juvenile Processing Office for the Joshua Fire Marshal's Office is the area defined by the Joshua Police Department.

- H. Referral to juvenile court: The referral of a child's case to the official, including the intake marshal, designated by the juvenile board to process children within the juvenile justice system.
- I. Responsible or Suitable Adult: In the absence of a juvenile's parents or legal guardian, a responsible adult who is responsible for the physical custody of a juvenile or who is an adult acquaintance of the juvenile's parents or legal guardian who agrees and reasonably demonstrates the ability to provide supervision for the juvenile until parents, legal guardian, or next of kin can assume that responsibility.
- J. Status Offender: A juvenile who is charged with an offense that would not be a crime if committed by an adult.

IV. PROCEDURES – General (TBP: 10.02)

A. Overview

1. All members of the department shall cooperate with juvenile justice authorities and their support activities.
2. Juveniles have all the same constitutional rights as do adults and all requirements for protection of those rights apply to juveniles as well as adults. Additional rules are prescribed by the Texas Family Code. All department personnel are responsible for following the Family Code and this order. (TBP 10.02a)
3. Marshals who detain juveniles should first determine if the juvenile is alleged to have been harmed or to be in danger of harm. Those in need of

immediate medical treatment will be transported to an appropriate medical facility under the same guidelines as adult prisoners. The Department of Protective and Regulatory Services is to be contacted immediately if there is an indication that the juvenile cannot safely be released to a suitable adult and the juvenile does not meet criteria for transport to the detention facility.

4. Children under 10 cannot be held responsible through criminal law or the juvenile justice system. If a child under 10 is found in violation, the following applies:
 - a. enforcement action cannot be taken;
 - b. children under 10 cannot be detained at a facility for criminal violations; however, children may be kept in a non-secure area of a facility pending arrival of a suitable adult;
 - c. the marshal must document the conduct of children under 10 that would ordinarily be a criminal or juvenile code violation if they were classified as a juvenile on the appropriate report form to include any applicable identifiers.

B. Handling of Juvenile Offenders - General

1. A juvenile offender shall be handled with firmness and respect.
2. The juvenile justice system and laws are designed to give the child a chance to mature without bearing the stigma of a criminal record.
3. The juvenile justice system emphasizes confidentiality of records and the privacy of an adjudicatory hearing.
4. Where appropriate, Marshals shall reasonably try to keep juveniles out of the criminal justice system.
5. The taking of a juvenile into custody is not an arrest except for the purpose of determining the validity of taking the juvenile into custody or the validity of a lawful search.
6. All investigative detentions and enforcement actions involving juveniles will be documented, either by use of a written warning, citation, or incident report. If a written warning or citation is issued and the circumstances of the contact are recorded on the form, no incident report is required. If no written warning or citation is issued, an incident report will be generated to document the contact and actions taken.
7. All contacts with juveniles will be recorded as best as possible on audio/video systems.

C. Authority for Taking a Child into Custody

Marshals may detain a juvenile that is found committing a status offense or conduct in need of supervision, and shall then contact the Joshua Police Department for disposition.

1. A juvenile may be taken into custody in the circumstances listed in 52.01 of the Family Code, by a Directive to Apprehend as outlined by 52.015 of the Family Code, or with probable cause. Section 52.01 of the Family Code specifies that a child may be taken into custody by a law enforcement marshal when a child engages in any of the following:
 - a. Conduct that violates a penal law of this state or a penal ordinance of any political subdivision of this state,
 - b. Delinquent conduct or conduct indicating a need for supervision, or
 - c. Conduct that violates a condition of probation imposed by the Juvenile Court
2. Section 52.01 also authorizes marshals to release a juvenile with a warning in lieu of custody. If the child is released with a warning it is necessary to forward a copy of the warning to the parent. In making the decision to handle the juvenile either informally with a warning or formally by referral to the juvenile court, the marshal shall consider the following:
 - a. Seriousness of offenses
 - b. Prior record of child
 - c. Child's age
 - d. Cooperation and attitude of all parties (child, parent, victim) and
 - e. The possibility of the offense being repeated
 - f. Degree of wrongful intent, violence, premeditation, knowledge of violation

D. Enforcement Alternatives

1. Marshals dealing with juveniles in enforcement capacities may exercise reasonable discretion as outlined in this policy in deciding on appropriate actions. Alternatives that may be considered include the following, listed in order of severity:
Release without further action, release with verbal warning, referral to parents or responsible adult, or informal counseling with contact of parents or responsible adult;
 - a. field release with written warning or citation, limited custody and station-house warning, arrest under non-secure custody, and release to parents with or without referral to juvenile court or first-offender program; and
 - b. arrest and secure custody, with transfer to detention and referral to juvenile court.
2. Enforcement criteria for the use of these alternatives are provided below.
3. Even when a juvenile is being handled informally, the juvenile has all the constitutional rights that an adult would have in the same situation.
4. In all cases where a juvenile is believed to have committed a violation, regardless of the disposition, marshals shall make every reasonable attempt to notify parents or guardians and inform them of the circumstances of the contact.

V. ENFORCEMENT CRITERIA

- A. The following general guidelines may be used in determining appropriate enforcement and related actions that may be taken when dealing with juvenile incidents.
1. Release without further action, release with verbal warning, and referral to parents or responsible adult, or informal counseling with contact of parents or responsible adult.
 - a. Appropriate incidents where no violation was determined or where the violation was very minor and marshals explained the law and consequences.
 - i. No property damage or personal injury was involved.
 - ii. No prior record exists.
 - iii. May include contact with parent if appropriate.
 - iv. Examples of these incidents include, but are not limited to, curfew violations, minor liquor law violations, and disorderly conduct.
 - b. If a citation is issued, the juvenile's parents may be contacted by telephone from the scene and advised of the offense and disposition. If the parents cannot be contacted, Marshals will make a copy of the citation and forward the copy to the Fire Marshal for mailing to the parents. On it, the marshal shall give a complete description of the circumstances of the contact.
 - c. If marshals detain a juvenile and decide not to issue a warning or citation, marshals shall complete an incident report and forward it to the Fire Marshal for mailing to parents.
 2. Field release with written warning or citation, or limited custody and station-house warning, arrest under non-secure custody, and release to parents with or without referral to juvenile court or first-offender program.
 - a. Marshals may elect to transport the youth home, make personal or telephone contact with the youth's parents or guardians to provide them with information and counseling on their child's actions, or take the youth into custody and transport the youth to the juvenile processing office until he/she is released to a parent or guardian.
 - i. Appropriate when the nature of the incident is of a more serious or potentially serious nature than in section 1 above;
 - ii. There was property damage or minor injury not amounting to a felony;
 - iii. The youth involved is fully aware of the seriousness or potential seriousness of his/her actions and/or is acting in alliance or collusion with others to commit such acts;

- iv. The youth fails to cooperate or to positively respond to police intervention and direction;
 - v. The youth's parents or responsible adult have apparently failed to provide appropriate control and supervision.
 - b. Marshals may elect to file a referral to the juvenile court depending on the nature of the offense and prior history of the offender.
- 3. Arrest and secure custody, with transfer to detention and referral to juvenile court. Marshals may file delinquency charges against a juvenile when the circumstances surrounding the incident meet or exceed the seriousness of those cited as examples in section 2 above.
 - a. Marshals should file delinquency charges against juveniles when they commit any of the following:
 - i. Acts that if committed by an adult would be felonies;
 - ii. Delinquent acts involving deadly weapons;
 - iii. Serious gang-related offenses;
 - iv. Delinquent acts involving serious assault;
 - v. Delinquent acts while on probation or parole or when they have charges pending against them;
 - vi. Delinquent acts as repeat offenders or when the juveniles have refused to participate in diversion or intervention programs; or
 - vii. When it has been determined that parental or other adult supervision is ineffective.
- 4. Status Offenses. **Marshals who contact juveniles that have committed status offenses shall contact the Joshua Police Department for any action unless the offense involves fire setting.** Based on the seriousness of and circumstances surrounding the offense, the background and demeanor of the juvenile, and other relevant factors, a marshal may release a juvenile to his parents, guardian, or other responsible adult.
 - a. Juveniles taken into custody should normally be frisked for weapons prior to being transported and may be handcuffed or otherwise restrained at any time if, in the judgment of the marshal, the juvenile poses a physical risk to the marshal, or others.
 - b. Marshals shall pay particular attention to juveniles under the influence of alcohol or drugs to determine whether emergency medical services are warranted.
 - c. Juveniles taken into custody shall be held in non-secure custody as provided by state law and for the briefest time necessary to conduct identification, investigation, and related processing requirements to facilitate their release to a parent or responsible adult or transfer to a juvenile facility.
 - d. Transportation of a juvenile in a caged vehicle is not considered secure custody.
 - e. Juveniles taken into temporary non-secure custody for status offenses should not be fingerprinted or photographed for purposes of record.

- f. Status offenders in temporary custody shall not be placed in a holding area with adult suspects and shall also be under constant visual supervision. Status offenders will be afforded reasonable access to toilets and washing facilities; provided food if they are in need of nourishment to include any special diets necessary for health or medical purposes; provided with reasonable access to water or other beverages; and allowed reasonable access to a telephone.

VI. JUVENILE PROCESSING

The Joshua Fire Marshal's Office may transport a juvenile in a non-caged vehicle. All transport of juveniles shall adhere to the following rules and policies.

A. Searching and Transportation of Juveniles (TBP 10.02 b, c, d)

1. No juvenile under 17 shall be transported in the same vehicle with adults suspected of or charged with criminal acts.
2. Juveniles are searched and transported in the same manner as adults in compliance with Policy 7.11 Prisoner Transportation.
3. Juveniles are typically not handcuffed unless they have been taken into custody for a violent offense, pose an escape risk, or where the marshal reasonably believes handcuffing is necessary for the safety of the juvenile or marshal. The utilization of handcuffs is at the discretion of the marshal taking the juvenile into custody. Marshals will double lock and check the handcuffs for tightness. Marshals will check the handcuffs if there is a complaint that they are too tight.
4. A marshal transporting a juvenile should notify the dispatcher that the marshal will be transporting a juvenile along with the juvenile's gender. The marshal should also notify the dispatcher of the marshal's location and mileage on the vehicle upon initiating the transport and the marshal's ending mileage and location upon arrival at the marshal's destination. The marshal should monitor the prisoner during the transport for any medical issues.
5. Recording and video equipment should be activated during transport.

B. Actions when taking a juvenile into custody

1. A person taking a child into custody shall advise the juvenile of his/her constitutional rights when appropriate.
2. Without unnecessary delay and without first taking the child elsewhere, the marshal does one of the following:
 - a. Releases the juvenile to a parent, guardian, custodian, or other responsible adult;
 - b. Brings the juvenile before an official of the juvenile court;

- c. Takes the juvenile to a detention facility designated by the juvenile court;
- d. Takes the juvenile to a medical facility if the juvenile is believed to be suffering from a serious physical condition or illness that requires immediate treatment;
- e. Takes the juvenile to the intoxilyzer room if in custody for an offense requiring a breath specimen, but the juvenile must be taken to one of the above-mentioned locations upon completion of the intoxilyzer test;
- f. In cases of truancy, immediately takes the juvenile to the proper school official within the appropriate public or private school;
- g. Takes the juvenile into protective custody if the marshal believes the juvenile is in danger of harm; or
- h. Releases the child with no further action pending.

C. Notifications:

- 1. The arresting marshal shall promptly notify the juvenile's parents or guardians of the fact that the child has been taken into custody. In the case of protective custody, the notice must be written as prescribed by the Texas family code.
- 2. Notification of the parents or attempts at notification shall be documented in the arrest report.

D. Designated Juvenile Processing Area: (TBP 10.02 e, and 10.03)

- 1. **A juvenile may be detained in a holding area certified by the juvenile court. The Joshua Police Department's approved juvenile processing office is the appropriate location.**
- 2. Juveniles are detained under the following conditions:
 - a. At no time is a juvenile placed in a jail cell designated for the holding or incarceration of an adult.
 - b. At no time will a juvenile who is in custody be left unsupervised in the juvenile holding area.
 - c. All juveniles held in the juvenile processing office will be out of sight and sound of adult prisoners.
 - d. No juvenile is held in custody longer than is reasonably necessary to conduct an investigation, prepare a case, or to await the arrival of a parent or guardian.
 - e. At no time will a juvenile be held in the juvenile processing office longer than six hours. If not otherwise released, the juvenile will be taken to the juvenile detention facility within six hours of the arrest.

E. Taking a Runaway into Custody

A marshal who has probable cause to believe that a juvenile has run away from home shall detain the juvenile and contact the Joshua Police Department for handling and disposition of the juvenile.

F. Taking a Truant into Custody

1. **A marshal who contacts a juvenile truant shall contact the Joshua Police Department for handling and disposition.**
2. The marshal shall complete an incident report that includes the name of the person to whom the juvenile was released.

VII. PROTECTIVE CUSTODY

A marshal who contacts a juvenile, that he/she believes requires protective custody, shall detain the juvenile and then contact the Joshua Police Department for handling and disposition of the juvenile.

- A. A law-enforcement officer may take protective custody of a child without a court order for the following reasons and no others:
1. Upon discovery of a child in a situation of danger to the child's physical health or safety when the sole purpose is to deliver the child without unnecessary delay to the parent, managing conservator, possessory conservator, guardian, caretaker, or custodian who is presently entitled to possession of the child.
 2. Upon the voluntary delivery of the child to the law-enforcement marshal by the parent, managing conservator, guardian, caretaker, or custodian who is entitled to possession of the child.
 3. Upon personal knowledge of facts that would lead a person of ordinary prudence and caution to believe that there is an immediate danger to the physical health or safety of the child and that there is no time to obtain a temporary restraining order or writ.
 4. Upon information furnished by another which has been corroborated by personal knowledge of facts, all of which taken together would lead a person of ordinary prudence and caution to believe that there is an immediate danger to the physical health or safety of the child and that there is no time to obtain a temporary restraining order or writ.
 5. Upon personal knowledge of facts that would lead a person of ordinary prudence and caution to believe that the child has been the victim of sexual abuse and that there is no time to obtain a temporary restraining order or writ.
 6. Upon information furnished by another that has been corroborated by personal knowledge of facts and all of which taken together would lead a person of ordinary prudence and caution to believe that the child has been the victim of sexual abuse and that there is no time to obtain a temporary restraining order or writ.

7. Emergency Treatment for Juveniles: In the absence of the responsible parent or guardian, police marshals are expected to take immediate custody of any juvenile found to be in need of emergency medical care and to see that the juvenile is taken to an emergency hospital for treatment.

B. Procedures for Taking Custody of Juvenile in Need of Emergency Treatment

1. When it is found that a juvenile has been injured or is ill to the extent that immediate emergency care is necessary to protect the physical well-being of the juvenile and no responsible parent or guardian can be found, the marshal shall:
 - a. Take custody of the juvenile and requests an ambulance and orders the juvenile taken to the nearest competent emergency hospital.
 - b. The marshal shall then contact the Joshua Police Department or the law enforcement agency having jurisdiction for continued handling and disposition of the juvenile.
 - c. The marshal shall accompany the juvenile to the hospital and await the arrival of the law enforcement agency having jurisdiction.
 - d. The marshal shall complete an incident report that includes the name of the person taking custody of the juvenile.

C. Persons Who May Consent to Medical Treatment:

The Texas Family Code allows any of the following persons to consent to medical, dental, psychological, and/or surgical treatment of a child when the person having the right to consent as otherwise provided by law cannot be contacted and that person has not given actual notice to the contrary:

1. A grandparent, adult brother or sister, adult aunt or uncle of the child; an educational institution in which the child is enrolled that has received written authorization to consent from the person; an adult who has actual care, control, and possession of the child and who has written authorization to consent from the person having the right to consent.
2. A peace marshal who has lawfully taken custody of a minor if the peace marshal has reasonable grounds to believe the minor is in need of immediate medical treatment.
3. Any court having jurisdiction over the child.

VIII. INVESTIGATIVE PROCEDURES

A. Custodial Interrogation of Juveniles

Custodial interrogation of juveniles shall occur at the juvenile holding area of the Joshua Police Department.

1. Custodial interrogation of juveniles by department employees shall adhere strictly to procedural requirements established by the Texas Family Code and relevant court rulings.
2. The custodial marshal or a detective interviews the juvenile. The marshal explains to the juvenile the procedures that will relate to their case. The marshal or detective may, at their discretion, allow other persons to be present during the interview. An attorney representing the child is allowed if requested.
3. The interrogation of a juvenile is completed within a reasonable time or terminated if the juvenile requests the interrogation be terminated.

B. Written Confessions/Statements:

Written confessions from juveniles must be taken in compliance with the Texas Family Code, outlined below.

1. A magistrate, outside the presence of law-enforcement marshals, first warns the juvenile.
2. A marshal then takes the typed or handwritten confession, but leaves the statement unsigned.
3. The marshal then returns the juvenile and the statement to the magistrate.
4. The magistrate will review the statement with the juvenile outside the presence of law-enforcement marshals.
5. The juvenile is then allowed to sign the statement in the magistrate's presence.

C. Fingerprinting and Photographing Juveniles:

1. Fingerprints and photographs of juveniles are maintained separately from those of adults.
2. Fingerprints and photographs of juveniles are destroyed as directed by the Texas Family Code.
3. Fingerprints are taken to comply with state reporting requirements.
4. All juveniles placed in custody for cases classified as class "B" misdemeanor or higher are fingerprinted and photographed.
5. These records are maintained at the County Juvenile Detention Center and also in the State files.
6. If latent fingerprints are found during the investigation of a case and the law enforcement marshal has probable cause to believe that they are those of a particular child, unless otherwise prohibited by law, the marshal may fingerprint the child regardless of the age or case for the purpose of immediate comparison with the latent fingerprints.
7. If fingerprints of a child are taken for purposes of comparison and the comparison is negative, the fingerprint card and other copies of the fingerprints taken are destroyed immediately. If the comparison is positive and the child is referred to the juvenile court, the fingerprint card and other

copies of the fingerprints are filed locally and with the State. If the child is not referred to the court the fingerprints are destroyed immediately.

D. Required Notification of Schools

1. A marshal who arrests or takes into custody an individual whom the marshal believes because of the age of the child may be enrolled in a primary or secondary school as provided by Chapter 52 of the Texas Family Code shall do the following:
 - a. Attempt to determine if the individual is a student.
 - i. If the individual is known to or believed to be enrolled in a school, and
 - ii. The child's alleged offense is an offense under section: 19.02, 19.03, 19.04, 19.05, 20.02, 20.03, 20.04, 21.08, 21.11, 22.01, 22.011, 22.02, 22.021, 22.04, 22.05, 22.07, 28.02, 29.02, 29.03, 30.02, or 71.02, Penal Code, or
 - iii. The Unlawful Use, Sale or Possession of a Controlled Substance, Drug Paraphernalia, or Marijuana, as defined by Chapter 481, Health and Safety Code; or
 - iv. The Unlawful Possession of any of the Weapons or Devices listed in Section 46.01(1)-(14) or (16), Penal Code; or a Weapon listed as a Prohibited Weapon under Section 46.05, Penal Code; or
 - v. Any felony offense.
 - b. If the individual meets these requirements the marshal or detective assigned shall give oral notification to the superintendent or the designee of the public school district within 24 hours after the arrest of detention of a child, or on the next school day.
 - c. Written notification shall be mailed within seven (7) days after the date of oral notification to the appropriate afore-mentioned school official, marked "Personal and Confidential" on the mailing envelope.
2. The complete text of this responsibility is found in Article 15.27 Code of Criminal Procedures.

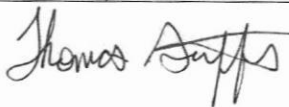
E. Juvenile Records (TBP 10.02f)

1. The computerized Juvenile Justice Information System (JJIS) is designed to track juvenile cases from intake through detention, prosecution, and case disposition, including probation or commitment. The Texas Family Code restricts entries into the JJIS to delinquent conduct offenses that, if committed by an adult, would be punishable by jail or imprisonment.

- a. JJIS entries are made by the Fire Marshal when a juvenile is referred to the juvenile court.
 - b. JJIS records may be accessed and disseminated according to the same rules that apply to computerized criminal histories.
 - c. JJIS entries cannot be made for juveniles who are not referred to the juvenile court within 10 days of the detention.
 - d. Records that do not qualify for JJIS entry are to be destroyed.
2. Texas Family Code requires that local law-enforcement records and files concerning a juvenile must be kept separate from adult files and records, and prohibits them from being sent to a central state or federal depository except as specified in the Texas Family Code. Juvenile detention reports will be separated from adult arrest reports as required by the statute.
 - a. Records or files that are required or authorized to be maintained under laws regulating operation of motor vehicles and records that list a juvenile as the victim of a criminal offense are specifically exempt from the file-separation requirement.
 - b. Reports of missing juveniles are specifically authorized to be entered into TCIC and NCIC.
3. The Code of Criminal Procedure authorizes information on juveniles to be included in a local system for the purpose of investigating or prosecuting the criminal activities of criminal combinations. This information may be released to another criminal justice agency, a court, or a defendant in a criminal proceeding pursuant to the discovery. The record must be destroyed no later than two years after its collection if the juvenile has not been charged with criminal activity.
4. The preservation and destruction of juvenile records is the responsibility of the Fire Marshal. Juvenile records will be kept under lock and key and access will be limited to the Fire Marshal.
5. The Texas Family Code prohibits taking photographs or fingerprints of a juvenile without the consent of the juvenile court or the juvenile probation marshal unless the juvenile is taken into custody for a felony or a misdemeanor punishable by confinement in jail. Only the procedures specified in these General Orders will be utilized.
6. Release of Information on juvenile offenders may only be made pursuant to the following:
 - a. A written request under the Texas Public Information Act, Government Code Chapter 552 to the Fire Marshal's Office as

approved by the city attorney or to the Joshua Municipal Court for fine-only offenses handled there.

- b. The Sex Offender Registration Act, Code of Criminal Procedures Chapter 62. The request must be made in writing and will be responded to by the police department.
- c. Code of Criminal Procedures Article 15.27. Notice to schools of specified offenses committed by students. These notices will be made by assigned investigators.

	JOSHUA FIRE MARSHAL'S OFFICE	
	Policy 7.40 Fire & Code Compliance Investigations	
	Effective Date:	Replaces: New
	Approved:  Chief	
	Reference: TBP: 7.04, 7.05, 7.09 and 7.10	

I. POLICY

The primary purpose of a fire investigation is to collect facts leading to the identification and arrest of an offender and to organize and present the facts so that the result is a successful prosecution. The single most important criterion determining a successful investigation is the correct obtaining and handling of information supplied by an investigation of the crime scene, and from the victim(s) or witness(es) immediately after the crime.

The Fire Marshal's office shall employ its resources to ensure the investigation of every fire within the City of Joshua, including the investigators within the Fire Marshal's office, area investigators, and area law enforcement agencies.

Fire investigations shall occur at every fire incident to determine the cause and origin. This can occur through the use of operations personnel, when possible, or may be assigned to the Fire Marshal's office when:

- a. The investigation is beyond the scope of the operations officer
- b. The operations division does not have the proper time or manpower to conduct the investigation
- c. The fire may have been incendiary in nature
- d. Fire death or extensive damage has occurred
- e. More than one property or structure is involved
- f. Any other time in which the operations officer deems it necessary

Not every investigation will result in the identification of a suspect and an arrest. Solving an arson crime is most often a result of careful analysis of the physical evidence or information provided by victims and witnesses. Follow up investigations are often necessary.

II. PURPOSE

The purpose of this policy is to provide basic standard operating guidelines for the Joshua Fire Rescue fire investigation program. Only complaints involving fires or City ordinance violations shall be investigated by the Marshal's office. All other criminal complaints shall be referred to the Joshua Police Department for investigation.

III. PROCEDURES: PRELIMINARY INVESTIGATIONS

Marshals shall follow these recognized standards while conducting their fire investigations:

- a. National Fire Protection Association 921: Guide to Fire and Explosion Investigations
- b. National Fire protection association 1033: Standard for Professional qualifications for Fire Investigator

IV. PROCEDURES: FOLLOW-UP INVESTIGATIONS

- A. Marshals conducting follow-up investigations shall continue the investigation of each case until it is brought to a conclusion or until there are no additional workable leads that would likely result in the identification of a suspect.
- B. Victims will be kept informed of the status of the case periodically and when the case is closed or suspended.
- C. A log of cases being worked by Marshals shall be maintained. This log will be updated regularly when status supplements are received or when the case is closed or suspended. Marshals will keep the Chief informed of the status of cases.

V. REPORT WRITING & RECORD KEEPING

- A. Marshals shall keep records of their investigations:
 - a. In Emergency Reporting or BATS;
 - b. In evidence lock-up, for criminal and potential criminal investigations;
 - c. In file cabinets designated for investigations, as necessary.
- B. Field notes.

All formal reports begin with field notes. Field notes are important for the following reasons:

- 1. To create a permanent record of events.
 - 2. To aid the investigation.
 - 3. To ensure accurate testimony in court.
 - 4. To protect the officer from false accusations.
- C. Formal reports shall include the following information:
 - 1. Date and time of arrival at the scene.
 - 2. Relevant weather or situational conditions at the scene upon arrival (e.g., a fire, crowd).
 - 3. Circumstances of how the crime was discovered and reported.
 - 4. Identity of other Marshals or emergency personnel at the scene.
 - 5. Description of physical evidence present at the scene and the Marshal responsible for its collection.

6. Names, addresses, telephone numbers of victims or witnesses.
7. Results of interviews with the complainant, victim, or witnesses to include the identity or description of suspects.
8. Photographs or video taken at the scene, and the identity of the photographer.
9. Recommendations for further investigation.

VI. SOURCES OF INFORMATION

A. Interviews and interrogation

1. Field interviews

Field interviews are a productive tool and source of information for the department. They shall be used only in the pursuit of legitimate enforcement goals. When used properly they can identify suspects, and add intelligence information to the files.

2. Victim/witness interviews

- a. Marshals must recognize the trauma/stress to which the victim or a witness has been subjected and shall conduct the interview in such a manner as to reduce stress.
- b. The age, physical limitations, and credibility of witnesses shall also be considered when evaluating their information.

B. Interrogation of suspects

1. Custodial statements and confessions.

Miranda warnings are required and shall be administered prior to any custodial interrogation. Marshals shall be familiar with the requirements in article 38.22 of the CCP. (Note: follow-up questions that exceed simple requests for clarification of initial statements may require Miranda warnings.)

2. Administering Miranda.

- a. Miranda warnings shall be read by Marshals from the card containing this information to all persons subjected to custodial interrogation.
- b. Freelancing, recitation from memory, or paraphrasing the Miranda warnings is prohibited because it precludes Marshals from testifying in court as to the precise wording used.
- c. Marshals shall ensure that suspects understand their right to remain silent and their right to an attorney. Suspects may be interrogated only when they have knowingly and intelligently waived their rights. Threats, false promises, or coercion to induce suspect statements is prohibited.
- d. The waiver of the Miranda rights must be performed affirmatively. Oral waivers are often sufficient but written waivers, particularly

in felony charges, are preferred and should be obtained whenever possible on the appropriate agency form.

- e. Marshals arresting deaf suspects shall make arrangements to procure the assistance of an interpreter in accordance with this agency's policy and state and federal law.
- f. Marshals arresting suspects who they believe may have limited English proficiency shall make arrangements to procure the assistance of an interpreter in accordance with this agency's policy and state and federal law.

3. Invoking the Right to Silence

- a. When a suspect invokes his/her right to remain silent, all interrogation shall terminate immediately.
- b. Marshals may interrogate a suspect who has previously invoked his right to silence if, after the passage of time, the suspect initiates communication with Marshals or fourteen (14) days have passed. However, prior to questioning Miranda warnings shall be re-administered and a waiver obtained.

4. Invoking the Right to Counsel

- a. If a suspect waives his/her right to counsel, a written waiver shall be obtained prior to questioning. If a suspect makes reference to counsel but his/her intentions are unclear, Marshals may question the suspect further to clarify his/her intentions. When a suspect invokes his/her right to counsel, all interrogation shall cease immediately.
- b. The suspect may not again be interrogated about the crime for which he/she is charged, other crimes, or by other Marshals/law enforcement officers (from this or other agencies) unless (1) the suspect's attorney is present at the questioning; (2) there has been a break in custody of more than 14 days and the individual is re-advised of his Miranda rights and indicates he/she is waiving his right to counsel (written waiver), or (3) the suspect initiates new contact with law enforcement. In this later case, Miranda rights must again be administered, and a waiver obtained before any questioning may take place. Marshals shall also document and, if possible, obtain written verification that the suspect initiated the communication.
- c. Marshals shall cooperate in any reasonable way with efforts by counsel to contact or meet with suspects in custody.

5. Other Interrogation Requirements

- a. Parents or guardians shall be notified whenever a juvenile is interrogated, taken into custody, or charged. Marshals will take care when advising juveniles of their rights to ensure that the rights are understood before obtaining a waiver. Marshals should honor a child's request to speak to a parent or guardian before waiving his or her rights. The child's parents shall be present while the child's rights are explained and the waiver obtained.
- b. The number of Marshals engaged in a simultaneous interrogation shall be limited to two.
- c. The interrogation shall be as short as possible.

C. Recording of Statements and Confessions

1. The circumstances surrounding the conduct of interrogations and recording of confessions shall be fully documented. This includes but is not necessarily limited to;
 - a. location, date, time of day, and duration of interrogation;
 - b. the identities of Marshals or others present;
 - c. Miranda warnings given, suspect responses, and waivers provided, if any; and
 - d. the nature and duration of breaks in questioning provided to the suspect for food, drink, use of lavatories or for other purposes.
2. Marshals shall electronically record custodial interrogations in compliance with Article 2.32 of the Code of Criminal Procedure. Marshals are not required to record noncustodial interviews with suspects, witnesses, or victims during the initial interview phase of an investigation but may do so when deemed necessary, in accordance with law and departmental policy.
3. Electronic recording of juveniles shall be conducted if at the time the crime was committed the juvenile suspect could be charged with a major crime as an adult.
4. If electronic recordings cannot be conducted due to equipment failure, lack of suspect cooperation, or for any other reason deemed pertinent to successful interrogation by the case manager, the basis for such occurrences shall be documented. This includes but is not limited to spontaneous declarations or other statements not elicited by police questioning.
5. Transporting Marshals need not advise a suspect who has indicated a willingness to talk either at the scene or en route to the place of detention of his Miranda warnings. Transporting Marshals shall not engage in custodial interrogations of suspects unless it is done in compliance with the policy and applicable law Recording Protocol
 - a. The office of the prosecutor, the investigative case manager, or other authorized department official may direct that specific interrogations be recorded although they do not meet the criteria of major crimes as defined by departmental policy or state law.
 - b. The primary interrogator shall, where possible, obtain a signed waiver from the suspect before beginning interrogation. If the suspect elects not to be recorded or refuses to engage in the interrogation, the suspect's rejection shall be recorded.
 - c. Interrogations and confessions shall be recorded in their entirety, starting with the interrogator's entrance into the interview room and concluding with the departure of the interrogator and suspect.
 - d. When commencing the recording, the primary interrogator shall ensure that voice identification is made of Marshals, suspect, and any others present, and that the date, time, and location of the interrogation is verbally recorded.
 - e. When beginning a new recording, the interviewer shall announce the date and time that the interrogation is being resumed.

- f. An authorized member of the department shall be assigned to monitor recording time to ensure the recording does not run out.
- g. Each recording shall include the following:
 - i. Declaration of the time the recording began.
 - ii. Declaration of the start of the interrogation.
 - iii. Concurrence by the suspect that the interrogation has begun.
 - iv. Administration of Miranda warnings, even if the recording is a follow up to a prior interview or the suspect has been previously Mirandized.
 - v. Notation of the time the interrogation ends.
 - vi. Any lapse in the recording for comfort breaks or other reasons shall be accounted for on the recording. As an alternative, during a short recess, the recording may continue without interruption.
 - vii. Recording attorney-client conversations is prohibited.
 - viii. At the conclusion of the interrogations, the interrogator shall state that the interrogation is concluded and note the date of time or termination.
 - ix. The recording shall continue until all parties have left the interrogation room.
- h. Recordings of interviews are considered evidence and shall be handled as such. In addition, the following shall apply:
 - i. Unused recording media shall always be used for interrogations.
 - ii. Both the original and copies of all recording media shall be protected from re-recording.
 - iii. Only one interrogation shall be recorded on each recording tape, disk, or other material used in recording.
 - iv. Before submitting the original recording to a secure evidence storage area, a copy of the recording shall be made. Copies shall be maintained in the investigative files.
 - v. The identifying information items supplied on the recording label shall be completed and the recording marked either as an original or a copy.
 - vi. The reporting Marshal's follow-up report shall note if and how the interview was recorded.
 - vii. All recordings shall be governed by this department's policy and procedures for the handling and preservation of evidence.

D. Collection, preservation, and use of physical evidence

- 1. Physical evidence is of major importance in all cases, particularly those without witnesses. The successful prosecution of a case often hinges on the quality of the physical evidence collected and preserved.
- 2. All Marshals are responsible for the preservation of evidence, and for maintaining and documenting the chain of custody of all evidence that is in their charge.

3. Spoliation of evidence can best be avoided by using the following approach:
 - a. Evidence should never be needlessly discarded, destroyed, or lost.
 - b. Whenever evidence is uncovered that could be important to the interests of another party (such as in product liability cases) the evidence will be immediately preserved, and notification will be sent to all parties that have a potential interest in the evidence to allow them the opportunity to examine it.
 - c. The fire investigator shall not remove any items from the scene unless it is considered evidence to be used in a suspicious, incendiary, or arson criminal case.
 - d. Any testing of accelerants to identify whether or not a suspicious, incendiary fire has occurred will be sent via ground carrier or carried by the investigator to a private laboratory that is certified in testing for accelerants.

VII. CONSTITUTIONAL REQUIREMENTS: GENERAL

- A. Marshals conducting criminal investigations shall take all precautions necessary to ensure that all persons involved are afforded their constitutional protections. Marshals shall ensure that:
 1. All statements, including confessions, are voluntary and non-coercive.
 2. All persons are advised of their rights in accordance with this general order.
 3. All arrested persons are taken promptly before a magistrate for formal charging.
 4. All persons accused or suspected of a criminal violation for which they are being interrogated are afforded an opportunity to consult with an attorney.
 5. Prejudicial pre-trial publicity of the accused is avoided so as not to interfere with a defendant's right to a fair and impartial trial.

VIII. RELATIONSHIP WITH DISTRICT ATTORNEY

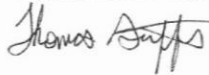
- A. All personnel shall respond to requests for appointments from the district attorney, be on time, and be ready to discuss the subject at hand.
- B. In every contested case, misdemeanor or felony, the Marshal involved shall make an appointment with the district attorney or his/ her assistant to discuss the case before trial.
- C. During any investigation (or during planning for arrest or in pretrial stages), any questions of law or criminal procedure shall be addressed to the district attorney. Questions on law-enforcement procedures shall be addressed to the Chief.
- D. The district attorney may advise the Chief of any cases where a decision was made not to prosecute or where the case was dismissed because of mishandling or error by an officer.

IX. DISPOSITION OF CASES

- A. The Marshal shall maintain files of all cases assigned to him/ her. All case files shall be appropriately labeled with the date of incident, the name of victim, and/or the name of any suspect or arrested person. Investigators shall be aware of the requirement under state discovery laws in article 39.14 of the CCP that mandate virtually all writings and other items generated by law enforcement during an investigation are subject to disclosure to the defense.

The file shall contain the following:

1. Original incident report and any supplementary reports or statements.
 2. Photographs.
 3. Lab reports,
 4. Reports of disposition of any property pertinent to the case, such that which was stolen, confiscated, recovered, or otherwise dealt with.
 5. Arrest reports
 6. Investigative notes
 7. All electronic and recorded communications – including but not limited to email, text, instant messages, and voice mail.
 8. All other items developed, documented or seized during the investigation.
- B. When the investigation is complete, the Marshal shall close the case under one of the labels listed below. A statement that explains the reasoning for the label shall be included in the file.
1. Cleared. An arrest has been made in this case.
 2. Exceptional Clearance. The identity and address or exact location of the culprit is known and sufficient evidence to obtain a warrant exists. However, due to some reason outside the control of the Marshal's Office, no arrest will be made. Examples: Complainant will not prosecute; district attorney will not prosecute; perpetrator is dead; subject arrested by another jurisdiction and no charges will be placed by the department.
 3. False Report. The reporting party lied in order to mislead Marshals concerning the incident.
 4. Unfounded. The offense did not actually occur in the first place, although at the time of the original report it was believed to have occurred. If the investigation has exhausted all leads, yet the possibility remains that new facts may come to light given future inquiry, the case shall remain open.
NOTE: Do not confuse "unfounded" and "false report." It is a violation of the law to deliberately make a false report. An unfounded report is made in the belief that the offense actually occurred, but, in fact, it did not.
 5. Suspended. All leads have been exhausted. No further investigation is possible or practical until new leads develop.
- C. The Chief shall approve the case closure in a manner consistent with current reporting processes.
- D. When a case is closed, the case file shall be maintained according to statute of limitations requirements.

	JOSHUA FIRE MARSHAL'S OFFICE	
	Policy 7.41 Crime Scene Processing	
	Effective Date:	Replaces: New
	Approved:	 Chief
	Reference: TBP: 12.02	

I. POLICY

Proper documentation, collection, preservation, and submission of physical evidence to forensic laboratories often provide the key to a successful investigation and prosecution. Through evidence located at the scene, a list of suspects might be developed or suspects may be eliminated. Investigative leads can be established, and theories concerning the crime are substantiated or disproved. It is imperative, therefore, that each investigator carefully process a crime scene, being sure not to overlook or contaminate or destroy evidence. The investigator shall be prepared to collect, identify, and package the evidence so that it will not be changed in form and value when it reaches the laboratory. The investigator collecting the evidence shall maintain a chain of custody of that evidence in order to ensure that it is presented to the court professionally and in compliance with the law.

II. PURPOSE

The purpose of this policy is to establish responsibilities for investigators who are investigating crime scenes and to establish guidelines for the proper documentation, collection, packaging, and submission of physical evidence to the forensic laboratory.

III. DEFINITIONS

- A. Chain of custody: The chain of custody is the series of documented links between the time the evidence was obtained and the time it is presented in court. The links are documented by investigators who handle the evidence, showing where and when they did so.
- B. Exclusionary rule: A rule of law that states that evidence seized or discovered in violation of the suspect's fourth, fifth, and sixth amendment rights cannot be admitted in court.
- C. Evidence: Any substance or material found or recovered in connection with a criminal investigation.

- D. Evidence custodian: The employee designated by the Chief to have administrative oversight of all found or confiscated property that comes into departmental possession. The Evidence Custodian for the Joshua Fire Marshal's Office is the Fire Marshal.

IV. PROCEDURES. General crime scene processing

- A. First responders will contact dispatch and request a fire investigator on any structure fire or any other fire that they believe is of a suspicious origin, located in the City of Joshua.
- B. The investigator who is called to the scene shall make a determination of the equipment needed for processing.
- C. The property and evidence form shall be used to document all property and evidence coming into custody of the department.
- D. Investigators shall use the following general order of processing a crime scene unless reason dictates otherwise.
1. Before moving objects or collecting evidence at crime scenes investigators will photograph the scene. Photographs should start at the edge of the property and progress into the scene as needed to show the scene and its relationship to the evidence present. Close-up photographs of each piece of evidence will be taken with and without a measuring device in the picture.
 2. At all scenes, investigators will also prepare a sketch of the scene. Sketches of any scene will be done to show relationships or locations of where evidence is collected.
 3. Before collecting any item of evidence, measurements using triangulation or the coordinate method should be taken and recorded.
 4. Perishable evidence should be collected first. Perishable evidence -- such as fresh blood, blood-stained objects, physiological stains and tissue or biological material -- shall be collected only by a trained evidence technician who shall arrange to submit the material to a lab.
 5. If the immediate destruction of evidence is not a concern, the investigator should work through the scene systematically, collecting in a logical sequence and trying to avoid disrupting other items of evidence.
 6. The investigator should collect comparison samples, since the forensic laboratory can only compare known items with those showing similar characteristics. Sufficient specimens or controls must be submitted for comparisons of such items as hairs, fibers, paint, glass, soil, debris, and tool marks.
 7. Once perishable and other evidence has been collected, fingerprints shall be identified and lifted where possible. If transporting evidence may

- damage or destroy the latent prints on an object, the evidence shall be processed for prints at the scene.
8. Taking overall measurements -- that is wall, room, and building measurements -- is one of the last operations to be performed in processing the crime scene. The overall measurements are vital for the production of the final crime-scene sketch but must be obtained last so as not to damage or destroy items of evidence.
 9. One or more investigators should conduct a final organized search in case evidence has been overlooked. If possible, the final search should be conducted by investigators who have not participated in processing the scene. Consider utilizing the services of accelerant detecting animals.
 10. The investigator processing the crime scene shall enter each item collected on the evidence recovery log. The following information that should be recorded for each item:
 - a. A complete description of the item (including make, model, and serial numbers, if any);
 - b. The source (from whom and/or the location from which the item was obtained);
 - c. The name of the person collecting the item.
 11. The investigator processing a crime/incident scene shall prepare a report giving an accurate account of events. This information shall be placed in a supplement to the offense/incident report.
 12. All evidence shall be properly and prominently tagged or otherwise identified.
 13. The recovering investigator shall complete a chain-of-custody form for the property custodian.
 14. Investigators shall observe legal principles regarding the use of physical evidence. Investigators shall rigorously maintain the chain of custody of all evidence and shall always remain mindful of constitutional safeguards. If investigators are not scrupulous in observing these safeguards, the exclusionary rule may prohibit key evidence from being introduced at trial and the case may be lost or dismissed.

V. PROCEDURES. Evidence and property control

A. Collection of evidence

1. When collecting evidence, the investigator shall use tongs or tweezers where possible. The investigator shall avoid touching the evidence with his hands or anything that might contaminate the item.
2. Investigators shall wear latex gloves while processing any crime scene. When collecting tissue or bodily fluid evidence, investigators shall put on a new set of gloves after collecting each separate evidentiary item, and discard the used gloves.
3. In collecting evidence, investigators shall remain mindful about the possibility of contagion if the crime scene contains body fluids. Further,

some evidence may consist of hazardous chemicals, waste products, explosives, or highly combustible materials. The evidence custodian in consultation with an evidence technician shall decide the best disposition of such items. Evidence of a hazardous nature shall be contained within sealed containers.

4. The investigating investigator should not unload a firearm at the crime scene. The evidence custodian shall unload the weapon after he/she has examined the weapon in the exact condition it was found in.

B. Tagging evidence

1. Investigators will tag evidence in a manner consistent with their training and by following the guidance and recommendations of local prosecutorial staff.
2. Investigators will document the items recovered at a crime scene both in the property section and the narrative section of the offense report.
3. Investigators tagging evidence will use the current system established by the department for the chain of custody and the actual evidence description.
4. Investigators and other investigating personnel collecting and tagging evidence are expected to be able to readily testify in court regarding their exact involvement in the collection, tagging, and submission of all evidence seized.

C. Packaging items of evidence

1. The investigator who collects the evidence shall choose a container suitable for the type of evidence being packaged, and each piece of evidence should have its own container.
2. The exterior of the package should be labeled before the evidence is placed inside.
3. The investigator should select a container that is appropriate for the size and weight of the item. He/she should give special consideration to moist or wet items, which could rot, rust, or otherwise deteriorate if packaged in plastic or an airtight container for an extended time.
4. The item should be packed in such a way as to minimize movement inside the container.
5. Evidence containing possible accelerants should be sealed within airtight metal containers.

D. Special circumstances

1. Weapons
 - a. No investigator shall, under any circumstances, personally retain custody of any found or confiscated weapon.

- b. Investigators bringing weapons into custody shall inspect them to ensure their safe storage. All firearms shall be unloaded before storage and a gunlock/cable placed through the action to prevent use. (If the firearm is evidence, only the evidence custodian is allowed to unload it. See V, A, IV above.)
- c. The recovering investigator shall check all confiscated or found weapons against NCIC/TCIC files.
2. Drugs and narcotics. See Policy 12.1.
3. Alcohol. NOTE: **The Joshua Fire Marshal's office shall not take custody of alcoholic beverages. Refer all offenses, involving alcoholic beverages to the Joshua Police Department.**

E. Preservation and submission of evidence to the forensic laboratory

1. Under normal circumstances, the investigator or investigator who processed the crime scene is responsible for submitting evidence to the forensic laboratory.
2. Where more than one investigator processed the scene, the Fire Marshal or Chief shall determine an investigator to take custody of all collected evidence and submit it to the laboratory for analysis.
3. Evidence containing possible accelerants should be submitted to the forensics laboratory as soon as possible to prevent the dissipation of the accelerant due to time.

F. Preservation of perishable or deteriorating items

1. When a rapidly deteriorating item of evidence has been collected, it shall be transported to the forensic laboratory the same day, if at all possible.
2. Any time an investigator transports a perishable item to the laboratory for immediate analysis, the laboratory shall be called first so someone with authority to receive it will be available.
3. In cases where immediate transport to the forensic lab is not possible, it should be air dried for no more than one week and transported to the lab as soon as possible (exception is evidence containing accelerants).
4. Where appropriate, submit known specimens of evidence so that comparisons can be made. The investigating investigator shall be responsible for obtaining any required known specimens and submitting them, along with the items of evidence, to the forensic lab for analysis and comparison.

	JOSHUA FIRE MARSHAL'S OFFICE	
	Policy 3.0 Use of Force	
	Effective Date	Replaces: New
	Approved:  Fire Chief	
Reference: 3.01, 3.02, 3.04, 6.01, 6.02, 6.03, 6.06, 6.07, 6.08, 6.09, and 6.10.		

I. POLICY

This department values the sanctity of human life. It is, therefore, the policy of this department that marshals use only the force that is reasonably necessary to effectively bring an incident under control while protecting the lives of the marshal and others.

The use of force must be objectively reasonable. The marshal must use only the force that a reasonably prudent marshal would use under the same or similar circumstances.

The marshal's actions will be reviewed based upon the information known to the marshal at the time the force was used. Information discovered after the fact will not be considered when assessing the reasonableness of the use of force.

Marshals are prohibited from using any force as a means of punishment or in the process of an interrogation.

II. PURPOSE

The purpose of this policy is to provide law enforcement marshals of this agency with guidelines for the use of deadly and non-deadly force. Nothing in this policy is intended to create any benefit for third parties, nor does this policy set forth a higher standard of care with respect to third party claims.

III. DEFINITIONS

- A. Deadly force: Any use of force that creates a substantial risk of causing death or serious bodily injury.
- B. Non-deadly force: Any use of force other than that which is considered deadly force. Non-deadly force includes but is not limited to handcuffing and any physical force, effort or technique used against another.

- C. Serious Bodily Injury: "Serious bodily injury" means bodily injury that creates a substantial risk of death or that causes death, serious permanent disfigurement, or protracted loss or impairment of the function of any bodily member or organ.
- D. Objectively reasonable:
 - 1. "Objectively reasonable" means marshals shall evaluate each situation in light of the known circumstances, including, but not limited to, the seriousness of the crime, the level of threat or resistance presented by the subject, and the danger to themselves and the community when determining the necessity for force and the appropriate level of force.
 - 2. In evaluating the reasonable application of force, marshals may consider their own age, size, strength, skill level with department weapons, state of health, and the number of marshals opposing the number of suspects.

IV. PROCEDURES

A. Use of non-deadly force

- 1. Where deadly force is not authorized, marshals may use only that level of force that is objectively reasonable and necessary to bring an incident under control. (TBP: 6.01)
- 2. Marshals are authorized to use department-approved, non-deadly force techniques and issued equipment when one or more of the following apply:
 - a. To protect the marshal or others from physical harm.
 - b. To restrain or arrest an individual who is resisting a lawful arrest or detention.
 - c. To bring an unlawful situation safely and effectively under control.

B. Use of deadly force

Law enforcement marshals are authorized to use deadly force when one or both of the following apply:

- 1. To protect the marshal or others from what is reasonably believed to be an immediate threat of death or serious bodily harm. (TBP: 6.02)
- 2. To prevent the escape of a fleeing violent felon whom the marshal has probable cause to believe will pose a significant threat of death or serious physical injury to the marshal or others.
- 3. Where practicable, prior to discharge of the firearm, marshals shall identify themselves as law enforcement marshals and state their intent to shoot.

C. Deadly Force Restrictions

- 1. Warning shots shall not be fired. (TBP: 6.09)
- 2. Firearms shall not be discharged at a moving vehicle in an attempt to disable the vehicle.
- 3. Marshals threatened by an oncoming vehicle shall make a reasonable effort to attempt to move out of its path, if possible, instead of discharging a firearm at it

or any of its occupants. However, if a marshal reasonably believes that a person is immediately threatening the marshal or another person with deadly force by means of a vehicle, a marshal may use deadly force against the driver of the vehicle.

4. Marshals may use deadly force to destroy an animal that represents a threat to public safety and the marshal reasonably believes that deadly force can be used without harm to the marshal or others. In these circumstances, a supervisor shall be contacted prior to the use of deadly force if time permits.

V. LIMITATIONS ON FORCE

The following acts associated with the use of force are prohibited:

- A. Application of a choke-hold or carotid-control holds, except when the marshal reasonably believes such holds are the only means of protecting himself or herself or another person from an imminent threat of serious physical injury or death and the use of deadly force would be authorized.
- B. Use of flashlights as batons. A marshal may use a flashlight or other object designed for a use other than as a weapon only to defend himself or herself or another from imminent serious bodily injury or death and then only if departmentally sanctioned methods are not available or are impractical. The use of a flashlight or other alternative weapon under such circumstances, depending on the manner of use, may be deemed an application of deadly force.

VI. TRAINING

- A. All marshals shall receive training in the use of their firearms and all non-lethal weapons authorized by the department, hands-on arrest and defensive tactics, as well as the "Use of Force" policy prior to performing any law enforcement duties.
- B. All marshals shall be trained and qualified with their firearms at least annually. (TBP: 3.01, 3.02)
- C. All marshals shall receive training in the department's "Use of Force" policy at least annually. (TBP: 3.02)
- D. All marshals shall receive hands-on arrest and defensive-tactics training at least every two years. (TBP: 3.06)
- E. Marshals shall receive training in all non-lethal weapons issued or used by the department and demonstrate proficiency with those weapons at least every two years. (TBP: 3.04)
- F. All use-of-force training shall, at a minimum, comply with the standards established by TCOLE.

VII. REPORTING USE OF FORCE (TBP: 6.03, 6.06)

- A. Marshals shall document any application of force except for those arising in training, departmental demonstrations, or off-duty recreational activities.
- B. Marshals shall report any instance of the drawing of their sidearm from its holster, or any other firearm from its secured location, and directing aim at another person whether or not the firearm is discharged.
- C. If marshals have employed any use of physical force (other than the routine use of handcuffs or use of a firm grip to direct the movements of a subject) or used any impact, electrical, or chemical weapons, or pointed or discharged any firearm, they shall first provide for appropriate medical aid for the subject (TBP: 6.07) and then they will do the following:
 - 1. Immediately notify the Fire Marshal or the Chief (if the Fire Marshal is unavailable) of any use of force or discharge of a weapon. The Fire Marshal or Chief shall determine if an immediate investigation is required.
 - 2. Photographs of the subject will be taken as soon as possible after the use of force to document any injury or lack of injury.
 - 3. Submit a use-of-force form to the Chief prior to the end of shift describing the incident, the force used, and any medical aid rendered. The use of force form shall be in addition to any other required reports.

VIII. DEPARTMENTAL REVIEW

A. Review

- 1. The Fire Marshal and the Chief shall review all reported uses of force to determine the following:
 - a. If there was a violation of law or departmental orders were violated.
 - b. If the relevant departmental policy was clearly understandable and effective enough to cover the situation.
 - c. If departmental training was adequate.
 - d. If departmental equipment operated properly.
- 2. At least annually, the Chief shall conduct an analysis of use-of force incidents to be made available to the public and to determine if additional training, equipment, or policy modifications may be necessary. (TBP: 6.10.)
- 3. The department shall comply with all state mandated reporting requirements.

B. Internal Investigations

- 1. An internal investigation will be conducted on any firearms discharge (other than training), and any other use of deadly force by any member of the department. An internal investigation may be conducted on other use- of- force incidents if a violation of law or department policy is suspected. In addition to

the internal investigation, a criminal investigation shall also be conducted of any incident involving the discharge of firearms or any other use of force incident where a marshal or other person is injured or killed and in any other circumstances where a violation of law is suspected. The criminal investigation shall be conducted by the Joshua Police Department and/or another law-enforcement agency with concurrent jurisdiction, and the results may be presented to the grand jury for review. The results of the investigation shall be submitted to the office of the District Attorney.

2. Procedures for marshal-involved-shooting investigations are covered in Policy 6.6.

C. Assignment

Pending administrative review, any marshal whose actions have resulted in the death or serious bodily injury of another person, either through the intentional use of force or by accident involving a use-of-force weapon or action or a vehicle accident, shall be temporarily removed from duty. This action protects both the interests of both the marshal and the community until the situation is resolved. This temporary suspension is not considered punitive in nature. (TBP: 6.08)

	JOSHUA FIRE MARSHAL'S OFFICE	
	Policy 7.15 Vehicle Pursuits	
	Effective Date:	Replaces: New
	Approved:	 Chief
	Reference: TBP: 7.13, 7.14, 7.18, and 7.19.	

I. POLICY

Pursuits represent a dangerous and difficult task that receives much public and legal scrutiny when accidents, injuries, or death result. **This agency shall not engage in vehicular pursuits except upon the witness of a violent felony or upon request of a Joshua Police Officer needing assistance.** Further, forcible measures to stop a fleeing driver, as detailed below, are prohibited except where deadly force is appropriate.

Marshals shall comply with all applicable portions of Policy 7.15 when they are involved in vehicle pursuits.

II. PURPOSE

The purpose of this policy is to establish procedures governing the operation of marshal vehicles, with special attention to emergencies and pursuits.

III. DEFINITIONS

- A. Emergency driving: Driving in response to a life-threatening or other serious incident (based on available information) that requires emergency equipment in operation.
- B. Emergency equipment: Emergency lights and a siren, whistle, air horn or any other equipment designed to give intermittent signals automatically. All marked vehicles have distinctive, reflectorized decals for additional visibility. In this order, an authorized emergency vehicle is one that is equipped with emergency equipment.
- C. Normal or routine driving: Driving that dictates vehicle speed consistent with the normal flow of traffic, obedience to vehicle laws and posted signs, adherence to commonly understood "rules of the road."
- D. Pursuit: An active attempt by a marshal in an authorized emergency vehicle to apprehend a suspect who is fleeing or evading apprehension, provided the marshal reasonably believes that the suspect is refusing to stop and is willfully fleeing capture by high-speed driving or other evasive maneuvers. Pursuits shall be

conducted only with activated emergency equipment and under circumstances outlined in this order.

E. Risk: The degree of danger or hazard to the public or marshals.

IV. PROCEDURES FOR PURSUITS (TBP: 7.13)

A. Justification for pursuit:

A marshal must obtain permission to continue pursuing a fleeing, violent felon, immediately after initiating pursuit. The marshal shall obtain permission from the Fire Marshal or the Chief.

1. A marshal in an authorized emergency vehicle may initiate a vehicular pursuit upon the witness of a violent felony or when assistance is requested from a Joshua Police Officer.
2. Pursuits **shall not** be initiated for traffic offenses, misdemeanors, or property felonies.
3. The decision to initiate pursuit must be based on the pursuing marshal's conclusion that the immediate danger to the marshal and the public created by the pursuit is less than the immediate or potential danger to the public should the suspect remain at large.
4. In deciding whether to initiate pursuit, the marshal shall take into consideration:
 - a. road, weather and environmental conditions;
 - b. risk of harm to the public as assessed by population density and vehicular and pedestrian traffic;
 - c. the relative performance capabilities of the pursuit vehicle and the vehicle being pursued;
 - d. the seriousness of the offense (**violent felonies only**).

B. Primary responsibilities

Marshals of this agency, when determining that a pursuit is justified, shall pursue the vehicle only until relieved by a marked police unit. The pursuing marshal shall then immediately retire from the pursuit. The marshal may continue to trail the pursuit in a Code 1 status until arriving at the termination of the pursuit.

1. The marshal's primary responsibility in a pursuit is the safe operation of the vehicle. Only marked vehicles with emergency equipment shall pursue.
2. Upon engaging in a pursuit, the pursuing vehicle shall activate appropriate warning equipment.
3. The marshal shall notify the dispatcher of the following:
 - a. The location of the marshal and the suspect's vehicle.
 - b. The direction of travel.
 - c. The license number (and state) of the suspect's vehicle.
 - d. The description of the suspect's vehicle.
 - e. The reason for the pursuit.

4. The marshal will, to the best of his/her ability, keep the dispatcher informed of the location and direction of travel.
5. Whenever the risk to the public or to the marshal outweighs the immediate need to apprehend the suspect, the marshal will terminate the pursuit.

C. Rules of pursuits

1. Marshals shall not intentionally ram, bump, or collide with a fleeing vehicle nor shall marshals pull alongside such vehicles in an attempt to force them off the road or into an obstacle.
2. Marshals shall not fire their weapons from a moving department vehicle.
3. If Fire Marshal or Chief orders the pursuit to end, the marshal shall cease immediately. Also, the pursuing marshal shall end the pursuit if at any time during the course of the pursuit he/she loses sight of the fleeing vehicle for more than a few seconds.
4. The use of a stationary or rolling roadblock is prohibited. (TBP: 7.18)
5. When accompanied by civilian passengers, marshals shall not pursue.
6. Should the suspect drive in a direction opposite to the flow of traffic, the pursuing marshal shall not follow the suspect in the wrong direction but instead transmit via radio detailed observations about the suspect vehicle's location, speed, and direction of travel.
7. Marshals involved in a pursuit shall not try to overtake or pass the suspect's vehicle.
8. Intersections are a particular source of danger. When approaching an intersection where signal lights or stop signs control the flow of traffic, marshals shall:
 - a. Slow and enter the intersection at a reduced speed and only when safe, when all other vehicles are aware of the marshal's presence.
 - b. Resume pursuit speed only when safe. When using emergency lights, siren, and headlamps, the marshal is requesting the right of way and does not absolutely have the right to run a red traffic light or stop sign.

D. Out-of-jurisdiction pursuits

Marshals shall not pursue beyond the jurisdictional limits of the City of Joshua.

1. The marshal shall notify dispatch of the last known location when the violator exited his/her jurisdiction.
2. Once the pursuit has entered another jurisdiction the marshal shall cease their emergency driving, turn off emergency equipment, and follow the violator in a Code 1 status, while observing all speed limits and traffic control devices. The marshal shall provide location updates to dispatch and proceed in a Code 1 status to the location of the pursuit terminus.

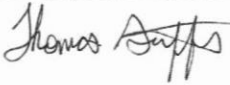
E. TERMINATING PURSUITS

1. This order has noted the necessity for a pursuing marshal to continuously evaluate the risks of a pursuit. Under some conditions, abandoning a pursuit may prove the most intelligent decision the marshal can make.
2. Marshals shall discontinue a pursuit under the following circumstances:
 - a. The Fire Marshal, Chief or Joshua Police Department orders it.
 - b. The pursuing vehicle experiences an equipment or mechanical failure that renders the vehicle unsafe for emergency driving.
 - c. The pursued vehicle has outdistanced the pursuing marshal such that its location is not known.
 - d. A person has been injured during the pursuit and no medical or department personnel are able to provide help. **The pursuing marshal shall stop and render aid.**
 - e. The pursuing marshal perceives a clear, unreasonable danger to marshals, the fleeing suspect, or the public, whereby continuing the pursuit outweighs the value of apprehending the suspect at the time.
3. Should the person(s) attempting to avoid apprehension stop the fleeing vehicle and precede on foot, the marshal shall stop, and give his or her location to dispatch. The marshal shall not attempt apprehension on foot unless the marshal perceives that the violator is an immediate danger to the public. The marshal shall provide a location of the vehicle pursuit termination and await the arrival of marked police units. Caution should be given that the pursued vehicle may carry other persons who might assault the pursuing marshal. Should the individual stop and remain in the vehicle, the marshal will not rush the vehicle, but shall exit his/her vehicle and maintain an armed guard on the vehicle and await assistance.

V. FOLLOW-UP REQUIREMENTS (TBP: 7.14)

The Fire Marshal shall ensure that the participating marshal documents their involvement in the pursuit whether or not the suspect was stopped. The initiating marshal will complete a departmental report before the end of the marshal's tour of duty.

- A. The Fire Marshal shall collect and secure all video of the pursuit and shall review the pursuit for compliance with policy and forward all documentation to the Chief for review.
- B. The report with Fire Marshal review will be forwarded to the Chief. The Chief will also review the report and determine compliance with policy. The Chief will inform the Fire Marshal of his findings. Should a policy violation be identified, the Chief will direct that an investigation be conducted as necessary.

	JOSHUA FIRE MARSHAL'S OFFICE	
	Policy 2.1 Rules of Conduct	
	Effective Date:	Replaces: New
	Approved:  Fire Chief	
	Reference: TBP 1.08, 2.02, 2.12, 2.14, 2.15, 2.16, 2.17, 2.18, 2.19, 2.20, 2.21, and 2.22	

I. POLICY

The Joshua Fire Marshal's Office and the public expect all personnel to maintain high standards of appearance and conduct. The mission of the office is to work with all members of the community to preserve life and property through the promotion of individual responsibility and community commitment.

II. PURPOSE

The purpose of this policy is to define departmental expectations for on and off-duty personal behavior. This order applies to all employees both sworn and non-sworn. (TBP: 2.12)

III. CODE OF ETHICS (TBP: 2.02)

All officers shall display the integrity required by the Law Enforcement Code of Ethics:

As a law enforcement officer, my fundamental duty is to serve the community; to safeguard lives and property; to protect the innocent against deception, the weak against oppression or intimidation, and the peaceful against violence or disorder; and to respect the constitutional rights of all to liberty, equality, and justice.

I will keep my private life unsullied as an example to all and will behave in a manner that does not bring discredit to me or my agency. I will maintain courageous calm in the face of danger, scorn, or ridicule; develop self-restraint; and be constantly mindful of the welfare of others. Honest in thought and deed in both my personal and official life, I will be exemplary in obeying the law and the regulations of my department. Whatever I see or hear of a confidential nature or that is confided to me in my official capacity will be kept ever secret unless revelation is necessary in the performance of my duty.

I will never act officiously or permit personal feelings, prejudices, political beliefs, aspirations, animosities, or friendships to influence my decisions. With no compromise for crime and with relentless prosecution of criminals, I

will enforce the law courteously and appropriately without fear, favor, malice, or ill will, never employing unnecessary force or violence and never accepting gratuities.

I recognize the badge of my office as a symbol of public faith, and I accept it as a public trust to be held so long as I am true to the ethics of police service. I will never engage in acts of corruption or bribery, nor will I condone such acts by other law enforcement officers. I will cooperate with all legally authorized agencies and their representatives in the pursuit of justice.

I know that I alone am responsible for my own standard of professional performance and will take every reasonable opportunity to enhance and improve my level of knowledge and competence.

I will constantly strive to achieve these objectives and ideals, dedicating myself before God to my chosen profession – law enforcement.

IV. DEFINITIONS

- A. Affirmative Duty: The personal responsibility and obligation of an employee to report wrongdoing rather than providing such information only when requested.
- B. False Report: A report that is not made in good faith, based on information that is known or reasonably likely to be inaccurate; intentionally or negligently ignores exculpatory or mitigating information; or made with the purpose of harassing or wrongly incriminating another employee.
- C. Good Faith: A report that provides allegations concerning an employee who is reasonably believed to have purposely committed a serious violation of departmental policy, procedures, rules, or laws.
- D. Retaliation: Retaliation of the following kinds is designed to serve as retribution against an employee who, in good faith, has filed a complaint against another employee. In the context of this policy, retaliation includes any deliberate, purposeful actions or failures to act, directed against employees that cause, or that could reasonably be expected to cause, physical harm, property damage, significant emotional stress, or otherwise negatively affect another employee's terms or conditions of employment or that could seriously impair the efficiency, safety or effectiveness of that employee, this department, or both. Such adverse actions may take many forms, including but not limited to, bullying; persistent offensive comments, threats, or intimidation; false accusations; isolating; ostracizing; or acts that malign or disparage an individual's reputation.
- E. Serious Acts of Misconduct: Deliberate acts or failures to act that could reasonably form the basis for significant disciplinary action against an employee. Such disciplinary action would be reasonably likely to adversely

affect that employee's terms or conditions of employment up to and including termination of service.

V. GENERAL DUTIES

- A. All officers shall, within jurisdictional limits, prevent crime, preserve the peace, protect life and property, and enforce the laws of the United States, the laws of the State of Texas, and all local ordinances, according to the rules, regulations, and general orders of the department. Officers must know that when they act under color of law, they are enforcing the law according to statutes, written administrative guidance in the department, ordinances, common usage, and custom. Further, officers shall exhibit good moral character in the administration of their duties according to departmental orders.
- B. The department maintains the right to establish oral and written orders to govern and control the efficiency, effectiveness, and safe operation of law enforcement. Officers shall be trained in the rules and expectations of professional conduct prior to assuming law enforcement duties.
- C. Management reserves the prerogative to discipline personnel for violations of the rules listed in this order as well as violations of all other departmental orders and directives. The decision to discipline and the measure of discipline employed depend on the rule or law violated, the consequences of the employee's actions, and the employee's prior history and experience.
- D. Duty to Report
 - 1. All employees of this department have an affirmative duty to report serious acts of misconduct or failures to perform actions, defined in departmental policy, procedures, and rules. Failure to report shall result in corrective or disciplinary action.
 - 2. Acts of retaliation against employees who make good faith complaints or disclosures of misconduct against another employee are strictly forbidden. Such acts will form the basis for charges of misconduct resulting in serious disciplinary action.
 - 3. All employees have an affirmative duty under this policy to cooperate fully during the investigation of any allegation of employee misconduct whether conducted by this department or another authorized authority. Protection from retaliation is extended under this policy to all employees who cooperate in good faith.
 - 4. All complaints of retaliation shall be submitted to any supervisor. If the supervisor is the subject of or is involved in the complaint, an employee shall submit the complaint to the next higher-ranking employee in the chain of command.
 - 5. In uncommon situations involving highly egregious offenses or illegality that may have departmental or governmental implications, a complaint may be made directly to the City Manager. Examples include but are not limited to broad-based corruption, conspiracy among employees, or

offenses involving or including high-ranking officers or members of government.

VI. PERFORMANCE PROHIBITIONS

A. As appropriate, disciplinary action may be taken for any of the following reasons:

1. Incompetent or inefficient performance or dereliction of duty.
2. Insubordination, discourteous treatment of the public or a fellow employee, or any act of omission or commission of similar nature that discredits or injures the public. (Insubordination may also consist of direct, tacit, or constructive refusal to do assigned work.)
3. Mental or physical unfitness for the position that the employee holds.
4. Conviction of a felony or misdemeanor involving conduct amounting to moral turpitude (see III), or a pattern of misconduct as displayed by a series of misdemeanor convictions.
5. Failure to report to an appropriate superior authority incompetence, misconduct, inefficiency, neglect of duty, moral turpitude, or any other form of misconduct or negligence of which the employee has knowledge.
6. Failure of a supervisory employee to take corrective action regarding employees under his or her supervision who may be guilty of any form of neglect of duty or misconduct where the supervisor knows or should have known of the dereliction.

B. Nothing in these rules and regulations limits the charges against employees because the alleged act or omission does not specifically appear in this manual, other orders, or policies of the department, or in the laws or ordinances that the department has the responsibility to enforce.

C. No member of the department shall be a member of any organization that advocates the violent overthrow of the government of the United States, the State of Texas, or any unit of local government.

D. No department member shall participate in any organization that has as its purpose, aim, objective, or has any practices that are contrary to the obligations of a law-enforcement officer under these rules and regulations.

VII. Obedience to Rules of Conduct, laws, and orders

All employees, regardless of rank or assignment, shall be governed by the following general rules of conduct. Violation of any of these rules by any officer of the department shall be considered sufficient cause for dismissal, demotion, suspension, or other disciplinary action.

A. Obedience to Laws. Employees shall abide by the laws of the United States and the State of Texas as well as the ordinances of the City of Joshua.

B. Adherence to Departmental Rules. Employees shall abide by City Personnel Rules, and the Policy and Procedures Manual and other properly

issued internal directives of the Fire Chief and the Joshua Fire Marshal's Office.

- C. **Applicability of Rules.** Certain rules may not apply in undercover assignments specifically authorized by supervisors in accordance with this Policy Manual. Officers will be strictly accountable for justifying their actions.
- D. **Insubordination.** Employees shall promptly obey all lawful orders and directions given by supervisors and radio dispatchers. The failure or deliberate refusal of employees to obey such orders shall be deemed insubordination and is prohibited. Flouting the authority of a supervisor by displaying obvious disrespect or by disputing his or her orders shall likewise be deemed insubordination. (TBP: 1.08)
- E. **Issuance of Unlawful Orders.** No commanding or supervisory employee shall knowingly or willfully issue an order that violates a federal or state law, a city ordinance, or a departmental rule or policy.
- F. **Obedience to Unjust or Improper Orders.** An employee who receives an order he/she believes is unjust or contrary to a departmental General Order or rule must first obey the order and then may appeal the order to the Chief via the proper chain-of-command.
- G. **Obedience to Unlawful Orders.** No employee is required to obey an order that is contrary to the laws of the United States or the State of Texas or the ordinances of the City of Joshua. An employee who receives an unlawful order shall report in writing the full facts of the incident and any action taken to the Chief via the chain-of-command.
- H. **Conflicting Orders.** If an employee receives an order that conflicts with one previously given by a supervisor, the employee receiving the order shall respectfully point this out to the supervisor who gave the second order. If the supervisor giving the second order does not change the order in a way that eliminates the conflict, the second order shall stand and shall be the responsibility of the second supervisor. If the second supervisor so directs, the second order shall be obeyed first. Orders shall be countermanded only when necessary for the good of the department. (TBP: 1.08)

VIII. Attention to Duty

- A. **Performance of Duty.** Employees shall be attentive to their duties at all times, and shall perform all duties assigned to them, even if such duties are not specifically assigned to them in any departmental rules or procedures manual.
- B. **Duty of Supervisors.** Supervisors will enforce the rules, regulations, and policies of the Joshua Fire Marshal's Office and the Joshua Fire Department. They will not permit, or fail to prevent, violations of the law, departmental rules, policies, or procedures. They will report violations of departmental rules,

policies, or procedures to their immediate superior without delay. Where possible, they will actively prevent such violations or interrupt them as necessary to ensure efficient, orderly operations.

C. **Conduct and Behavior.** Employees whether on-duty or off-duty shall follow the ordinary and reasonable rules of good conduct and behavior and shall not commit any act in an official or private capacity tending to bring reproach, discredit, or embarrassment to their profession or the department. Employees shall follow established procedures in carrying out their duties as police officers and/or employees of the department, and shall at all times use sound judgment.

D. **Responsibility to Serve the Public.** Employees shall promptly serve the public by providing direction, counsel, and other assistance that does not interfere with the discharge of their duties. They shall make every attempt to respond personally to the inquiry or request for assistance.

E. **Responsibility to Respect the Rights of Others.** Employees shall respect the rights of individuals, and shall not engage in discrimination, oppression, or favoritism. Employees shall maintain a strictly impartial attitude toward all persons with whom they come into contact in an official capacity. (TBP: 2.17)

F. **Truthfulness.** Members shall be truthful in all official verbal and written communications and reports. Employees will be truthful in any court related testimony or agency investigations. (TBP: 2.14) Officers who are undercover or conducting interviews or interrogations may find it necessary to provide inaccurate information in order to maintain their cover or determine the truthfulness or veracity of a subject.

G. **Officers Always Subject to Duty.** Officers shall at all times respond to the lawful orders of supervisors, and to the call of individuals in need of law enforcement assistance. The fact that they may be off-duty shall not relieve them from the responsibility of taking prompt and proper action or from being recalled to duty as needed.

1. The above shall not be construed to include enforcement of laws of a Class "C" misdemeanor or traffic offenses except for breach of the peace, theft, or assault.
2. Officers shall not enforce, or take any police action to enforce Class "C" traffic offenses.

H. **Officers Required to Take Action.** Except where expressly prohibited, officers are required to take prompt and effective police action conforming to departmental policy with respect to violations of laws and ordinances related to Felonies in progress, to which they directly observe or crimes against the person. Officers shall promptly and punctually perform all official duties. Officers shall render, or cause to be rendered, medical assistance to any injured person.

- I. Reporting for Duty. Employees shall promptly report for duty properly prepared at the time and place required by assignments, training, subpoenas, or orders. All officers and employees shall promptly report for duty properly prepared at the time and place required by assignment and shall remain at their post, place of assignment, or otherwise engaged in their duty assignment until having completed their tour of duty as set by established procedures or dismissed by a supervisor. Employees are subject to emergency recall and shall report for duty during emergencies when so notified by a supervisor or the Chief. (TBP: 2.16, 2.22)
- J. Remaining Alert to Duty. While on duty or at training, employees shall remain alert and awake, unencumbered by alcoholic beverages, prescription drugs, illegal narcotics, or conflicts arising from off-duty employment.
- K. Prohibition of Personal Business while on Duty. While on duty, officers shall not engage in any activity or personal business that would cause them to neglect their duty.
- L. Availability While On-duty. Employees while on-duty shall not conceal themselves except for some authorized investigative purpose. Employees shall keep themselves immediately and readily available at all times while on-duty.
- M. Assistance to Fellow Officers. An officer shall not display cowardice in the line of duty or in any situation where the public or another officer might be subjected to physical danger. Unless actually incapacitated themselves, officers shall aid, assist, and protect fellow officers in time of danger or under conditions where danger might be impending.
- N. Duty to Report All Crimes and Incidents. Employees shall promptly report all crimes, violations, emergencies, incidents, dangers, hazardous situations, and police information that come to their attention. Employees shall not conceal, ignore, or distort the facts of such crimes, violations, emergencies, incidents, and information.
- O. Responsibility to Know Laws and Procedures. Employees shall know the laws and ordinances they are charged with enforcing, all departmental orders and rules, and the duties and procedures governing their specific assignments.
- P. Responsibility to Know Districts and Locations. Officers shall know the location and boundaries of their assigned areas. Officers also shall be familiar with the names and general locations of Joshua streets and highways and the names and locations of hospitals and major public buildings.
- Q. Keeping Posted on Fire Marshal Matters. Each day while on-duty and immediately upon returning from an absence, employees shall study and become familiar with the contents of recently issued communications and directives.

- R. **Sleeping On-duty.** Employees must be alert throughout their tours of duty. Sleeping while on-duty is forbidden.
- S. **Assisting Criminal Activity.** Employees shall not communicate in any manner, directly or indirectly, any information that may delay an arrest or enable persons guilty of criminal acts to escape arrest or punishment, dispose of property or goods obtained illegally, or destroy evidence of unlawful activity.
- T. **Maintaining Communications.** While officers are on-duty or officially on call, they shall be directly available by normal means of communication, or shall keep their office, headquarters, or supervisors informed of the means by which they may be reached when not immediately available.
- U. **Reporting Accidents and Injuries.** Employees shall immediately report the following accidents and injuries: all on-duty traffic accidents in which they are involved, all personal injuries received while on-duty, all personal injuries not received while on-duty but which are likely to interfere with performance of assigned duties, all property damage or injuries to other persons that resulted from the performance of assigned duties, and all accidents involving city equipment whether on or off-duty.
- V. **Report Address and Telephone Number.** Employees shall have a working telephone or other means of communication in case of emergency at their residence, and shall register their correct residence address and telephone number with the department on the prescribed form. Any change in address or telephone number must be reported immediately.
- W. **Testifying in Departmental Investigations.** When directed by a competent authority to make a statement or furnish materials relevant to a departmental administrative investigation, officers shall comply with the directive.
- X. **Carrying of Firearms.** All officers are required to maintain a sidearm in their possession at all times while on-duty. Officers shall wear a sidearm when conducting an official investigation. While off-duty, officers may use their own discretion as to whether to carry sidearms.
- Y. **Registration of Firearms.** All weapons carried and used by officers in the performance of their official duties must be registered with the department. Required registration information must be kept current.

IX. Cooperation with Fellow Employees and Agencies

- A. **Respect for Fellow Employees.** Employees shall treat other members of the department with respect. They shall be courteous, civil, and respectful of their superiors, subordinates, and associates, and shall not use threatening or insulting language whether spoken directly to a specific individual, a third party, or a social media, or other electronic format.

B. Interfering with Cases or Operations. Employees shall not interfere with cases assigned to others. Employees shall not interfere with the work or operations of any unit in the department or the work or operations of other governmental agencies. Employees against whom a complaint has been made shall not directly or indirectly contact or attempt to contact for any reason, the complainant, witness or any other persons related to the case in an attempt to intimidate or to secure the abandonment or withdrawal of the complaint, charges, or allegations.

X. Restrictions on Behavior

A. Interfering with Private Business. Employees, during the course of their duties, shall not interfere with the lawful business of any person.

B. Use of Intimidation. Employees shall not use their official positions to intimidate persons.

C. Soliciting and Accepting Gifts and Gratuities. Unless approved by the Chief, employees of the Joshua Fire Marshal's Office may not accept any reward, gratuity, gift, or other compensation for any service performed as a result of or in conjunction with their duties as employees of the department regardless of whether the service was performed while said persons were on or off-duty. Employees also shall not solicit any gift, gratuity, loan, present, fee, or reward. (TBP: 2.21)

D. Soliciting and Accepting Gifts from Suspects and Prisoners. Employees are strictly prohibited from soliciting or accepting any gift, gratuity, loan, fee or other item of value, or from lending or borrowing, or from buying or selling anything of value from or to any suspect, prisoner, defendant or other person involved in any case, or other persons of ill repute, or professional bondsmen, or other persons whose vocations may profit from information obtained from the police department. (TBP: 2.21)

E. Reporting Bribe Offers. An officer who receives a bribe offer shall promptly make a written report to the Chief. (TBP: 2.21)

F. Accepting Gifts from Subordinates. Without approval from the Chief, employees shall not receive or accept any gift or gratuity from subordinates, other than customary celebratory times such as holidays or birthdays. (TBP: 2.21)

G. Soliciting Special Privileges. Employees shall not use their official positions or identification to solicit special privileges for themselves or others, such as free admission to places of amusement, discounts on purchases, or free or discounted meals or refreshments. (TBP: 2.21)

H. Personal Use of Police Power. Officers shall not use their police powers to resolve personal grievances (e.g., those involving the officer, family members,

relatives, or friends) except under circumstances that would justify the use of self-defense, actions to prevent injury to another person, or when a serious offense has been committed that would justify an arrest. In all other cases, officers shall summon on-duty police personnel and a supervisor in cases where there is personal involvement that would reasonably require law enforcement intervention.

I. Giving Testimonials and Seeking Publicity. Employees representing themselves as members of the Joshua Fire Marshal's Office shall not give testimonials or permit their names or photographs to be used for commercial advertising purposes. Employees also shall not seek personal publicity either directly or indirectly in the course of their employment.

J. Soliciting Business. Employees shall not, while on-duty, solicit subscriptions, sell books, papers, tickets, merchandise, or other items of value nor collect or receive money or items of value for any personal gain to themselves or others. Employees may solicit for projects related to charitable fundraising, but only when done in a manner not to disrupt the workplace and only with the approval of the Chief.

K. Drinking On-Duty. Employees shall not drink any intoxicating beverages while on-duty. (TBP: 2.19)

L. Intoxication. Employees shall not be under the influence of any intoxicating beverage or substance during their tour of duty or immediately prior to their tour of duty. Nor shall officers be intoxicated off-duty while in the public view. While off-duty, officers that have consumed an alcoholic beverage to the extent that their mental and physical faculties are impaired shall refrain from exercising any police authority. Officers assigned to special units, or assignments where they may consume alcoholic beverage during the performance of their duties, shall not do so to the extent that their mental and physical faculties are significantly impaired. (TBP: 2.19)

M. Drinking While in Uniform. At no time shall any officer consume alcoholic beverages while in uniform. (TBP: 2.19)

N. Liquor on Official Premises. Employees shall not bring containers of intoxicating beverages into the Fire Department building or vehicles except as evidence. (TBP: 2.19)

O. Entering Bars, Taverns, and Liquor Stores. Officers on-duty or in uniform shall not enter or visit any bar, lounge, parlor, club, store or other establishment whose primary purpose is the sale and on-premise consumption of liquor unless for the purpose of official duties, and shall not otherwise enter, remain in, or frequent such places. Officers on-duty or in uniform also shall not purchase intoxicating beverages. (TBP: 2.19)

P. Drug Usage. While on or off duty, employees shall not use any illegal drug or any controlled drug not prescribed by a physician. Employees shall notify their

supervisor if they are using any prescribed drug or any other medication or medical device that the employee believes (or has been informed by a physician or prescription label) might impair their driving or critical decision-making. (TBP: 2.20)

Q. Tobacco Use. Smoking is prohibited in all office and building areas under departmental control and occupied by department employees, except in designated smoking areas. Smoking and other tobacco use is prohibited in all department vehicles.

R. Public Tobacco Use Prohibited. Officers shall not smoke or otherwise use tobacco products while engaged in an investigation, or while otherwise in contact with or in view of the public.

S. Playing Games On-Duty. Officers on-duty or in uniform shall not engage in any games of cards, billiards, pool, dominoes, electronic arcade games, portable electronic games, computer games including both internally programmed games such as solitaire or Internet based games, or other games.

T. Political Activity. While in uniform or on-duty, officers are not allowed to actively participate in political campaigns (e.g., make political speeches, pass out campaign or other political literature, write letters, sign petitions, actively and openly solicit votes). Civilian employees are not allowed to actively participate (e.g., make political speeches, pass out campaign or other political literature, write letters, sign petitions, actively and openly solicit votes) in political campaigns while on-duty. (TBP: 2.15)

U. Improper Release of Information. Employees shall not communicate to any person who is not an employee of this department any information concerning operations, activities, or matters of law-enforcement business, the release of which is prohibited by law or which may have an adverse impact on law enforcement operations or officer safety.

V. Seeking Personal Preferment. Employees shall not solicit petitions or influence, or seek the intervention of any person outside the department for purposes of personal preferment, advantage, transfer, advancement, promotion, or change of duty for themselves or for any other person.

W. Criticism of the Department. Employees shall neither publicly nor at internal official meetings criticize or ridicule the department or its policies, city officials or other employees by speech, writing, or other expression, where such speech, writing, or other expression is defamatory, obscene, bigoted, or unlawful, or if it undermines the effectiveness of the department, interferes with the maintenance of discipline, or is made with reckless disregard for truth or falsity.

X. Disruptive Activities. Employees shall not perform any action that tends to disrupt the performance of official duties and obligations of employees of the

department or which tend to interfere with or subvert the reasonable supervision or proper discipline of employees of the department.

Y. Use of Racial or Religious Jokes and Slurs. No employee shall engage in any form of speech likely to be construed as a racial, ethnic, or religious slur or joke, whether in the presence of the public or of other employees.

Z. Use of Force. Officers shall use only that amount of force reasonably necessary to accomplish their law enforcement mission.

AA. Indebtedness to Subordinates. Supervisors shall not become indebted to their immediate subordinates.

BB. Personal Relationships Prohibited with Certain Persons. Employees shall not become personally involved or develop a personal or social relationship with a victim, suspect, witness, or defendant while any case is being investigated or prosecuted as a result of such investigation. (TBP: 2.18)

CC. Duty to be Kind, Courteous, and Patient. Employees shall at all times be courteous, kind, patient, and respectful in dealing with the public. Employees shall strive to win the respect of all members of the community in the discharge of their official duties. When addressed, employees shall avoid answering questions in a short or abrupt manner, and shall not use harsh, coarse, violent, profane, indecent, suggestive, sarcastic, bigoted, or insulting language.

XI. Identification and Recognition

A. Giving Name and Badge Number. Officers shall give their name, badge number and other pertinent information to any person requesting such facts unless doing so would jeopardize the successful completion of a police assignment.

B. Carrying Official Identification. Officers shall carry their official identification on their persons at all times. All employees will carry their official identification on or about their persons while on-duty.

C. Personal Cards. Employees are not permitted to have or use personal cards showing their connection to the department if such cards bear any information not directly pertaining to their work as fire department employees.

D. Exchange, Alteration, or Transfer of Badge. An employee's issued badge shall not be altered or exchanged between employees or transferred to another person except by order of the Chief. Employees retiring or resigning will not be permitted to retain their badge when doing so will hamper normal operations of the department. All badges must be purchased unless exempted by the Chief.

- E. Plainclothes Officers – Identification. A uniformed officer shall neither acknowledge nor show recognition of another police officer in civilian clothes unless that officer first addresses the uniformed officer.

XII. Maintenance of Property

- A. Use of City Property or Service. Officers shall not use or provide any city equipment or service other than for official city business.
- B. Responsibility for City Property. Employees shall be responsible for the proper care and use of department property and equipment assigned to or used by them and shall promptly report to their supervisors any loss, damage, destruction, or defect therein.
- C. Departmental Vehicles. Employees shall operate department vehicles and other equipment in such a manner as to avoid injury to persons or damage to property. Whenever a city vehicle is involved in an accident, the operator shall notify a supervisor immediately. Under no circumstances shall an officer investigate his or her own accident. The Joshua Police Department will be requested to investigate Fire Marshal's Office involved accidents.
- D. Reporting Damage. At the beginning of their shift, employees shall examine any vehicle assigned to them and report any operational deficiencies, damage, or defects to their supervisors. Failure to report damage or defects creates the presumption that the employee inspected the vehicle and found no damage or defects. The employee, in this case, shall be held responsible for the damage.
- E. Responsibility for Private Property. Employees are responsible for protecting private property or equipment that has come into their possession by reason of their office against loss, damage, or destruction.
- F. Property and Evidence. Employees shall not convert to their own use, manufacture, conceal, falsify, destroy, remove, tamper with, or withhold any property or evidence held in connection with an investigation or other official action except in accordance with established procedures. Any property or evidence coming into the possession of an employee shall be placed into evidence and secured in the evidence locker prior to the end of shift.
- G. Alteration or Modification of Equipment. Officers shall not use any equipment that does not conform to departmental policy or specifications. All equipment shall be carried and utilized only as issued and authorized, and no changes, alterations, modifications, or substitutions shall be made to such equipment unless approved by the Chief.

XIII. Relationship with Courts and Attorneys

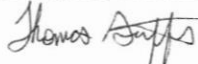
- A. Attendance in Court. Employees shall arrive on time for all required court appearances and be prepared to testify. Each member shall be familiar with the

laws of evidence and shall testify truthfully on any matter.

- B. Testifying for a Defendant. Any employee subpoenaed or requested to testify for a criminal defendant or against the City of Joshua or against the interests of the department in any hearing or trial shall immediately notify the Chief through the chain of command.
- C. Interviews with Attorneys. Interviews between an officer and a complainant's attorney about a case arising from the officer's employment by the department shall be done in the presence of or with the knowledge and consent of the Chief, department legal counsel, or prosecutor.
- D. Assisting and Testifying in Civil Cases. Officers shall not serve civil-process papers nor render assistance in civil cases except as required by law. No employee shall volunteer to testify in civil actions.
- E. Notice of Lawsuits against Officers. Employees who have had a suit filed against them because of an act performed in the line of duty shall immediately notify the Chief in writing and furnish a copy of the complaint as well as a full and accurate account of the circumstances in question.
- F. Notice of Arrest or Citation. Employees who have become the subject of a citation or arrest action in any other jurisdiction shall immediately notify the Chief.

XIV. Expectation of Privacy

- A. Employees shall have no expectation of personal privacy in such places as lockers, desks, departmentally owned vehicles, file cabinets, computers, or similar areas that are under the control and management of this law enforcement agency. While this agency recognizes the need for officers to occasionally store personal items in such areas, officers should be aware that these and similar places may be inspected or otherwise entered—to meet operational needs, internal investigatory requirements, or for other reasons—at the direction of the agency chief executive or his or her designee.
- B. No member of this agency shall maintain files or duplicate copies of official agency files in either manual or electronic formats at his or her place of residence or in other locations outside the confines of this agency without express permission.

	JOSHUA FIRE MARSHAL'S OFFICE	
	Policy 7.13 Domestic Violence and Protective Orders	
	Effective Date:	Replaces: New
	Approved:	 Chief
	Reference: TBP: 7.08	

I. POLICY

The nature and seriousness of crimes committed between family or household members are not mitigated because of the relationships or living arrangements of those involved. Law enforcement agencies must exercise leadership in the community in responding to domestic violence. **The Joshua Fire Marshal's Office, as a regular course of business, will not be dispatched to domestic violence incidents. The primary law enforcement agency with the responsibility for response to and disposition of domestic violence incidents, within the City of Joshua, is the Joshua Police Department.**

However, it is understood that in the vast majority of instances, the Joshua Fire Marshal's Office will not be required to assume a primary response role in domestic violence incidents, but may perform in a support role as back-up officers. The procedures listed below are intended to provide a framework, by which officers shall conduct themselves, as needed, during a domestic violence incident while assisting other officers.

II. PURPOSE

To define domestic violence and related offenses, outline a safe procedure for handling violent incidents and calls, and describe measures that can be taken to end violence and protect victims.

III. DEFINITIONS

- A. **Assault:** An act by an assailant who intentionally, knowingly, or recklessly causes bodily injury to another, including the person's spouse. A threat to cause imminent bodily injury to another, including the person's spouse, is also an assault. This definition is not all-inclusive as family violence may also entail aggravated circumstances, sexual assault, and other offenses. The assault definition also extends to intimate partner violence (IPV) that includes unmarried couples. See Chapter 22 and 25 of the Texas Penal Code.

- B. Domestic violence shelters/programs: Services that are provided (usually 24 hours a day) for women and their children who have been physically or emotionally abused, or who have been threatened with abuse by their spouses or partners. Services include crisis intervention, counseling, shelter, escort to court, food, clothing, and transportation. Some shelters also provide information pertaining to jobs, social security services, restraining orders, and various other items of information that is needed if the victim does not wish to return to the previous situation.
- C. Family violence: An act by a member of a family or household against another member of the family or household that is intended to result in physical harm, bodily injury, assault, or sexual assault or that is a threat that reasonably places the member in fear of imminent physical harm, bodily injury, assault, or sexual assault, but does not include defensive measures to protect oneself.
- D. Abuse: as defined by Sections 261.001(1) (C), (E), and (G) by a member of a family or household toward a member of the family or household.
- E. Dating Violence: as defined by Section 71.0021.
- F. Family or household member:
 - 1. Spouses, whether or not residing in the same home.
 - 2. Former spouses, whether or not residing in the same home.
 - 3. Persons who have a child in common, whether or not they have ever been married or resided together.
 - 4. Parents, children, stepparents, stepchildren, grandparents, grandchildren, brothers and sisters, half-brothers and half-sisters regardless of whether they reside in the same home with the suspect.
 - 5. Parents-in-law, children-in-law, brothers- and sisters-in-law regardless of whether they reside in the same home with the suspect.
 - 6. Persons, whether or not related, who cohabit or who previously cohabited with the suspect, and any children of either who then resided in the same home as the suspect.
 - 7. See Sections 71.003, 71.004, and 71.005 of the Family Code.
- G. Protective order, sometimes referred to as a "restraining order:" A court order of protection on behalf of an abused family/household member that restrains the abuser from further acts of violence, may order the abuser to refrain from further contact, vacate the residence, relinquish custody of a vehicle, provide temporary child support, plus other measures. A protective order may be valid up to two years.

Types of protective orders:

- 1. Emergency protective order: A protective order issued by a magistrate to a defendant following his or her arrest for an act of family violence.

The EPO may be applied for by the victim, a police marshal, or may be issued on the magistrate's own motion. The victim may request the EPO at the scene of a domestic violence incident.

2. Protective order: A protective order that is requested by a victim of family violence at any time other than at the scene of a domestic violence incident.
3. Temporary Ex Parte Orders: an order that is issued without the person who committed family violence present. A person subject to an order (the actor) who violates an ex parte order may not be arrested unless it is established that the actor had been served with the order prior to the commission of the act(s) violating the order. In the event that an marshal arrives, and the actor is not aware of the order, the marshal may assist the protected person in informing the actor of the existence of the order. The protected person should provide the actor with a copy of the order if at all possible. The marshal shall then remain at the scene until the actor has complied with any wording that requires him or her to leave the residence. If the order does not require the actor to leave, the marshal shall remain at the scene while the protected person gathers necessary items to leave. See Texas Family Code Chapter 83 for additional information.

IV. PROCEDURES: General responsibilities

- A. Officers shall refer victims of domestic violence or serious bodily injury crimes to the Joshua Police Department for assistance with domestic violence programs offered within the community. Officers shall serve in a backup roll only when on scene at a domestic violence incident.
- B. Department personnel shall be trained about domestic violence and its impact. Officers are encouraged to consult community resources, such as the local domestic violence shelter and the local victim/witness advocacy program.
- C. Personnel must be well trained in how to confront unexpected violence. Disturbance calls can be some of the most dangerous to responding officers.

V. PROCEDURES – Response to a request for assistance

- A. Before arrival at the scene officers should do the following:
 1. Obtain all available information from the dispatcher before arrival.
 2. When possible, officers should wait for back-up help, discuss a strategy, and approach the dispute scene in pairs.

- B. In the vicinity of the scene officers should avoid the use of sirens and other alarms. The suspect might be dangerous and could turn a weapon on arriving officers.
- C. At the scene the marshal should observe the location of the dispute and if the first arriving officer, should await a backup officer before contacting the complainant. Consider the surroundings. Park the marked car a short distance away. Each officer should follow a separate approach to the scene of the dispute, maintaining maximum cover and an escape route. From this point on, officers should remain within sight of one another, if possible.
- D. Before knocking on the door, officers should listen, and they should look in windows to obtain additional information about the situation (e.g., layout of the house, number of people, weapons, evidence of violence or damage).
- E. Officers must be concerned for their own safety as well as that of the disputants. To minimize the possibility of injury, stand to the side of the door and not in front of windows when knocking. The unexpected may occur when the door opens.
 - 1. Initial contact with occupant(s).
 - a. Identify themselves as law enforcement by name, give an explanation of your presence, and request entry into the home (when conditions permit). Ascertain identity of complainant, and ask to see him or her and any other person at the home.
 - b. Officers shall not accept statements from any disputant or witness that the call was a mistake without investigating further.
 - c. Officers shall make every reasonable effort to interview the complainant and remain on scene to assess welfare and safety as required by training and experience.
 - d. If entry is refused, officers must explain that they must make sure there are no injured persons inside. If no one responds to knocking, officers shall try to establish voice contact by shouting for an answer.
 - e. Refusal of entry or no response to a knock at the door will require a forced entrance only if officers have a reasonable belief that person(s) inside are at risk of imminent death or serious bodily injury.
 - f. Officers may conduct a search of the premises if consent has been given to do so. Although a consent search eliminates the need for a warrant and for probable cause, such consent must be freely and voluntarily given. If two people have joint ownership or possession of a place or thing, either one may give a valid consent. However, the other, if present, may legally object. Once a party refuses consent, officers must obtain a warrant to search or articulate another exception to

the warrant requirement. **Marshals shall defer to the Joshua Police Department on search requests and search warrants.**

- g. A spouse or cohabitant can consent to the search of premises used jointly by both husband and wife or by unmarried cohabitants. However, if both are present, either one may legally object. Once either party refuses consent, officers must obtain a warrant to search or articulate an exception to the warrant requirement.
- F. Officers may also make a warrantless entry to conduct a search if an emergency exists. Officers must have a reasonable belief that such an emergency does exist. For example, if officers believe that someone, perhaps a child or spouse, is in need of emergency assistance they may search the premises without a warrant.
- 1. Officers shall evaluate the following elements when considering a warrantless entry:
 - a. The degree of urgency involved and the time required to get a warrant.
 - b. The possibility of danger to occupants of the house or others, including officers guarding the site.
 - c. Whether the suspected offense is serious and involves violence.
 - d. Whether officers reasonably believe that persons may be armed.
 - 2. Once inside, establish control by:
 - a. Inquiring about the nature of the dispute.
 - b. Identifying disputants.
 - c. Being aware of potential weapons in surroundings.
 - d. Determining if persons are in other rooms, whether children or adults, and the extent of any injuries. (These persons should be separated from the parties involved and kept out of hearing range so their status as possible witnesses won't be compromised.)
 - e. Protect the victim from further abuse. Separate the victim from the suspect and arrange for medical attention if the victim is hurt. If the victim appears injured and yet refuses medical assistance, carefully document any observed injuries, as well as the refusal of medical treatment. Photograph the victim's injuries if possible.
 - f. Ascertain whether a protective order has been violated.
 - g. If weapons -- firearms, knives, or any other object that could be used as a weapon-- are present, secure them away from the disputants, if practicable, while the disputants are being interviewed. If appropriate, seize weapons for evidence.

- h. Transporting family/household members to a hospital, a safe shelter, or a magistrate.
- 3. Officers shall transport victims to a safe location as they wish or as the circumstances require.
- 4. If a complainant seeks officers' help in entering his or her residence to obtain personal property, the officers must determine that the complainant has lawful authority to do so; must advise all parties that they are accompanying the complainant to obtain items for immediate personal (or children's) use; that the officers' function is to maintain order; that any dispute over property is a matter for the courts to decide.

G. Interviewing all disputants

- 1. Ensure safety and privacy by interviewing the victim in a place separate from the suspect, assuming the suspect has been identified.
- 2. Critical to the success of the interview is the marshal's manner. Officers must listen, show interest in the disputants and their problem, and remain aware of nonverbal communications signals.
- 3. Officers shall attempt a low-key approach in domestic violence cases. Maintain good eye contact through natural, spontaneous glances. (Fixed gazes or staring increase fear and hostility.) A relaxed stance and appropriate facial and head movements demonstrate interest and encourage the victim to continue speaking.
- 4. If possible, separate the parties so that they can individually describe the incident without interruption. (This may help the parties relieve emotional tension.) Although the disputants are to be separated, officers shall remain within sight and hearing of each other.
- 5. After the parties have given their statements, the officers should ask about details for clarification, and summarize the stated accounts, giving the parties an opportunity to point out anything that might be misrepresented.
- 6. Officers should be aware that verbal statements made by parties have evidentiary value. All verbal statements should be recorded, when practicable, and should be noted in reports of the incident.
- 7. Interviewing the victim. Get answers to the following questions from the victim:
 - a. What happened?
 - b. Were there any injuries and who caused them?
 - c. What weapons or objects were used?
 - d. What is the relationship to suspect?
 - e. Were threats made against the victim or others?
 - f. Was there forced sexual contact.
 - g. Are there any court cases pending against suspect.
 - h. Are any protective orders in effect.
 - i. Is suspect on probation or parole?

- j. Did the suspect threaten or hurt others, particularly children or pets.
- k. Was property damaged and if so, what was the damage?

H. Interviewing witnesses

- 1. Interview any witnesses to the incident--children, other family members, neighbors--as soon as possible.
- 2. Remember that witnesses may be experiencing significant emotional crises that might influence the accuracy of their accounts.
- 3. If witnesses provide information about prior assaults, document them to help establish a pattern.
- 4. Children of disputants should be interviewed with care and kindness. Sit, kneel, or otherwise be at their level when speaking to them. Signs of trauma or abuse should be noted.

I. Collection of Evidence

Marshals shall not participate in the collection of evidence unless requested to assist by another agency. The Joshua Police Department has primary jurisdiction on all domestic violence incidents occurring within the City of Joshua.

VI. PROCEDURES - Arrests

- A. Officers shall make an arrest without a warrant if they have probable cause to believe that the individual has committed an assault resulting in bodily injury to a member of the person's family or household. Officers may arrest persons who the peace marshal has probable cause to believe have committed an offense involving family violence which did not result in at least bodily injury.
- B. If officers cannot identify a predominant physical aggressor and do not make an arrest, they shall nevertheless thoroughly document the incident.
- C. Officers shall not threaten to arrest all parties involved for the purpose of discouraging future requests for law enforcement intervention.
- D. If the victim claims that a protective order has been violated, officers shall review the victim's copy of the order, checking it for validity. If a protective order exists and its terms ("no contact," "no trespass," or "no further abuse") have been violated the marshal shall arrest the violator, assuming probable cause exists.
- E. Officers making arrests for family violence may petition for an emergency protective order if so requested by the victim or if the marshal believes there is a significant danger of future assaults.

- F. Officers shall contact the on-call Child Protective Services worker if a child is abused or if neither parent can reasonably look after the child's safety and well-being. (Child neglect is a separate, reportable offense.)
- G. In determining probable cause, the marshal shall NOT consider:
1. Race, sex, ethnicity, social class, or sexual orientation.
 2. Whether the complainant has not sought or obtained a protective order.
 3. The marshal's own preference to reconcile the parties despite the complainant's insistence that an arrest be made.
 4. That the complainant has called for law enforcement protection previously and has not pursued or has withdrawn the criminal complaint against the abuser.
 5. That the complainant has not begun divorce proceedings.
 6. Assurances of either or both disputants that violence will stop.
 7. The lack of visible bruises or injuries.
- H. Factors favoring the decision to arrest based upon probable cause that an offense has been committed
1. Arrest is the most appropriate response when these factors are present:
 - a. Serious, intense conflict.
 - b. Use of a weapon.
 - c. Previous injury or damage.
 - d. Previous court appearance against the offending party.
 - e. Previous attempt to sever the relationship.
 - f. Previous calls for law enforcement help.
 - g. When a felony has occurred.
 - h. Evidence of drugs or alcohol use at the assault.
 - i. Offenses committed with the marshal present.
 - j. Valid warrants on file for other crimes.
 - k. Officers shall arrest for a violation of a protective order committed in the marshal's presence or view.
 - l. Aggressive behavior toward any person or pets, or any other threatening behavior.
- I. If the abusive person is to be arrested, the marshal should use the following procedure:
1. If the suspect is present, arrest him/her, apply handcuffs, inform him/her that the decision to arrest is a law-enforcement one, and transport securely to the jail/magistrate.
 2. If the suspect is absent or has been arrested, transport (or arrange transportation for) the victim to a safe shelter or other appropriate place. Circulate a "be-on-the-lookout" message describing the suspect, if necessary, and arrange for an arrest warrant.

3. If an arrest must be made because a protective order has been violated, verify its validity by:
 - a. Examining the victim's copy, if available.
 - b. Having communications search TCIC or contact the jurisdiction that issued the order to confirm its currency.
- J. If the abusive person is not arrested, the marshal should use the following procedure:
 1. Complete an incident report and give a copy or arrange to have a copy given to the victim.
 2. Inform the victim that the department will begin action to procure a warrant for the offender if an offense occurred.
 3. Advise the victim of the importance of preserving evidence.
 4. Explain to the victim about protective orders and how to obtain them, and offer to help the victim obtain them later.
 5. If the victim wants to leave the premises to ensure safety, remain at the scene while the victim packs essentials. Advise the victim to take only personal items plus important papers, such as a marriage license or divorce decree, health insurance cards, and if children are involved their school records, proof of vaccination, and health information.
 6. Regardless of whether an arrest is made, the marshal shall provide the "Notice to Adult Victims of Family Violence" to the victim, which explains legal and community resources available, including the name, address, and telephone number of the district attorney and the investigating law enforcement agency
 7. Assure the victim that [your agency] shall assist in future emergencies and explain measures for enhancing his/ her own safety.
- K. Gathering evidence. Physical evidence takes three forms in domestic violence cases: the injuries sustained by the victim, evidentiary articles that substantiate an attack, and the crime scene itself. The on-the-scene marshal should take the following actions:
 1. If possible, have a physician corroborate the victim's account of injuries sustained. Since choking is one of the most serious forms of violence but is sometimes hardest to detect, the marshal and/or the physician should take particular note of that.
 2. When feasible, take photographs of injuries.
 3. Photograph the crime scene to show that a struggle occurred; if photography is not possible, write a description of it.
 4. Collect evidence according to the same principles applied to any other crime scene.
 5. Seize any weapons that the predominant physical aggressor used or threatened to use in the commission of any crime

6. Obtain statements from all witnesses, particularly noting any verbal statements that bear on the incident. Officers shall note the emotional state of the person making the verbal statement.
- L. Documenting the incident. All incident reports on domestic violence shall follow general reporting procedures. Officers should include the following in their reports:
1. Facts and circumstances of domestic violence including a description of why one disputant was deemed the predominant physical aggressor.
 2. Victim's statements as to the frequency and severity of prior incidents of abuse by the same family or household member.
 3. The victim's statements as to the number of prior calls for law enforcement assistance.
- M. The disposition of the investigation. Officers involved in an incident should do the following:

Joshua Fire Marshal's Office personnel shall create a report of the assistance offered to the Joshua Police Department or other law enforcement agency, and make that report available as requested by the assisted agency. The below information is provided as reference information.

1. Thoroughly document probable cause to arrest.
 2. If an arrest is not made for domestic violence, the incident must still be documented, stating that either no probable cause for arrest existed, or circumstances dictated another course of action. In such cases, in addition to the above considerations, officers shall note:
 - a. What referral information was given.
 - b. The name of any counselor contacted.
 - c. Why no arrest was made, nor any warrant issued.
 3. If children were present, make a report of abuse or neglect, if appropriate, and forward it to Child Protective Services.
 4. Regardless of whether an arrest is made, the marshal shall provide the "Notice to Adult Victims of Family Violence" to the victim, which explains legal and community resources available, including the name, address and telephone number of the district attorney and the investigating law enforcement agency.
- N. Arrests of agency personnel
1. If the predominant physical aggressor or abuser is an employee of this agency, the responding marshal shall summon the field supervisor, who shall in turn notify his/ her chain of command.
 2. The scene shall be secured and medical attention summoned, if required. The employee shall be disarmed or removed from access to

weapons. The possibility exists that the employee's departmental weapon may be evidence of an offense.

3. The on-call investigator shall be summoned who shall begin an internal criminal investigation
 - a. If probable cause to arrest exists, the investigator shall arrest and gather evidence (including taking photographs) consistent with this general order.
 - b. The assigned investigator shall work with the responding patrol marshal to ensure that the victim receives medical attention, if necessary, is transported to a hospital or safe shelter, and that all reports are completed, evidence gathered, and photographs taken. The responding patrol marshal shall assist in obtaining an emergency protective order.
 - c. The investigator shall speedily present the case to the district attorney.
4. Upon termination of the criminal investigation, the Chief may assign a marshal to undertake an internal administrative investigation into the incident. The Chief may suspend the employee pending the outcome of the investigation.
 - a. Suspended employees shall immediately turn in all agency-issued weapons, vehicles, badges, and identification to the property marshal.
 - b. If the internal administrative investigation supports a violation of agency policy, the Chief shall take appropriate action. Further, if the investigation confirms that domestic violence occurred, the sheriff may require that the marshal receive counseling, psychological evaluation, demotion, or termination of employment.
 - c. Federal law states that any person (including a law-enforcement marshal) convicted under any state or federal law for a misdemeanor involving the use of, attempted use of physical force, or the threatened use of a deadly weapon when committed by a current or former spouse, parent or guardian of the victim, a person sharing a child in common, or a cohabitant of the victim (past or present), is prohibited from shipping, transporting, possessing, or receiving firearms or ammunition. The offense may have occurred at any time. Law enforcement officers convicted of offenses involving weapons or threats of force may, therefore, be unable to maintain their certification.
 - d. Note that officers who are the subject of a protective order shall not carry firearms. Officers who are the subject of a protective order shall turn in all agency-issued weapons.

VII. PROCEDURES - Issuing an emergency protective order

A. Emergency protective orders (EPO) (domestic violence)

1. The EPO aims to protect the health or safety of a victim of domestic violence. It is issued only if the offender is arrested. The judge or magistrate who arraigns the offender after the arrest may issue the EPO on the magistrate's own initiative, upon request of the victim, the guardian of the victim, a peace marshal, or an attorney representing the state. If an marshal has at least a reasonable belief that an assault has occurred and there exists probable danger of further abuse, the marshal shall request the judge or magistrate to issue an EPO.
 - a. If circumstances make it impossible or inappropriate for an marshal to obtain the EPO, the marshal shall advise the victim that he/ she can request an EPO directly from a magistrate or the district attorney.
 - b. The victim does not need to press charges or swear a warrant. The presence of the victim or suspect is immaterial to obtaining an EPO.
 - c. An EPO may order a stop to abusive behavior, prohibit contact between parties, order the abuser out of a shared home, or deny the abuser the right to possess a firearm, and provide other relief.
2. A marshal can petition for an EPO by telephone or in person.
3. The EPO remains in effect for up to 61 days but not less than 31 days. The victim can petition for a permanent protective order before the expiration of an EPO.
4. The offender is served with a copy of the order at the time of arraignment. The victim will be contacted and informed that an EPO has been issued and will be provided with a copy and informed of its requirements.
5. A copy is also delivered to the Chief and the communications center for the jurisdiction where the victim resides.

B. Protective Orders from Other States

Officers shall enforce protective orders from other states or possessions of the United States as if they were issued in Texas. This applies to all orders in which the respondent has received notice and opportunity to attend a protective order hearing. Enforcement of out-of-state protective orders does not require that they be registered in Texas. If officers are unable to verify an outstanding protective order, they must nevertheless honor it. Officers cannot arrest for violation of the order, however, if the violator has not been served with it.

	JOSHUA FIRE MARSHAL'S OFFICE	
	Policy 8.7 Missing Persons	
	Effective Date:	Replaces: New
	Approved:	 Chief
	Reference:	

I. POLICY

Any report of a missing person shall be referred to the Joshua Police Department for handling and disposition. The Joshua Fire Marshal's Office shall act in an assisting role during the search for any missing persons. Joshua Fire Marshal's Office personnel shall defer to the primary law enforcement agency on the conduct of a search. The following policies are provided as a guide on the proper handling of a missing persons incident.

II. DEFINITIONS

Adult. A person 18 years of age or older.

Child Comfort Zones. Any place a child may frequent or feel comfortable going. Comfort zones include places within the child's residence [i.e. bedroom, attic hideout, etc.], the residence of a friend, and / or businesses or establishments that are frequented by the child. A comfort zone may also include a person with whom the child is comfortable.

Child Safety Zone. The distance a child could travel from the spot last seen before he or she would most likely be at risk of being injured or exploited. The child's age, reasoning ability and physical condition should be factored into determining the perimeter of the child's safety zone.

Elderly. A person 65 years of age or older.

Family Abduction. When a child is removed without authorization from his or her parent, custodial parent, guardian or other responsible party by force or other means to include coercion and the person(s) removing the child is the child's non-custodial parent or other family member by blood or marriage.

First Responder. The uniformed officer ultimately responsible for creating the original offense report.

Missing Child. A person under the age of 18 years whose current location is unknown to the

person's parent(s), guardian or responsible party and the circumstances are unusual and / or would create reasonable concern for the child's safety.

Non-Family Abduction. When a child is removed without authorization from his or her family, guardian or responsible party by force or by other means to include coercion and the person(s) removing the child is not a family member by blood or marriage.

Runaway/Lost Child. A person under the age of 18 years who has run away or has gotten lost and could be in danger given his or her age, level of maturity, mental competency and / or physical condition.

III. DISPATCH RESPONSIBILITIES

Rapid response and dissemination of information are critical to locating missing children. The police dispatcher, therefore, plays an integral role in the efficient and effective investigation of incidents involving missing children. Dispatchers should be advised to do the following when receiving information that a child is missing.

- a. Based upon the definitions, attempt to determine the category in which the missing child incident would fall.
- b. Obtain the child's clothing description, physical description, and the last known location of the child and when the child was last seen and by whom.
- c. Advise appropriate surrounding agencies that the department has initiated a missing child investigation. Cancel advisory notifications as appropriate.
- d. Enter the missing child and / or wanted person(s) information into TCIC / NCIC when requested by the detective or the first responder (per TCIC/NCIC guidelines, must be within 2 hours). Clear TCIC / NCIC entries as appropriate.

IV. INITIAL RESPONSIBILITIES

The department's initial response to a missing child call is a crucial component of the investigation and can greatly increase the likelihood that the child is found quickly and returned home safely. The following serve as guidelines to be followed by the first responder. The guidelines are not presented as step-by- step procedures and not all guidelines are appropriate in every investigation. The category in which a missing child investigation falls determines the appropriate initial response.

Initial Interviews. The first responder will interview parents and / or the reporting person and attempt to obtain the following information. Interviews should be conducted individually and in private.

- a. A complete description of the child to include photographs and / or video footage if available.
- b. Determine when, where and by whom was the child last seen. Reconstruct the circumstances surrounding the disappearance as accurately and in as much detail as possible. Interview any potential witness to the incident.
- c. Determine if there has been a marital separation and who has custodial rights. Obtain court documents if possible.
- d. Determine whether problems exist that may have caused the child to run away.

- e. Determine whether the child has Internet access and uses social media or has used social media in the past. If so, secure the computer as forensic evidence.
- f. Identify and if possible, interview the child's friends and / or the friends of older siblings.
- g. Obtain names, addresses and phone numbers of other relatives and / or adult family friends.

The purpose of the initial interview is to determine in which category the missing child incident falls. Specific questions should be asked of those interviewed that lead to that determination. A supervisor and the assigned investigator should be called to the scene if the first responder determines the missing child is other than a run away.

Securing the Scene. Crime scene integrity is paramount to a proper investigation. The scene of a missing child incident should be considered a crime scene and protected as such. The scene may require cordoning off with crime scene tape and the first responder should consider a child's comfort zones that are close to the scene as part of the scene. Some crime scenes [i.e. park, strip center, roadway or public building] may require the cooperation of other police agencies and / or the cooperation of an establishment's employees to protect. Unnecessary police personnel, witnesses and the general public must be restricted from entrance into the crime scene without the approval of the assigned investigator or supervisor. Evidence should remain undisturbed pending collection by the appropriate agency.

Initial Search. The first responder should organize the initial search. Officers from neighboring agencies may be requested to assist in the search. The first phase of the initial search is to determine that the child is actually missing. The first responder should search the last known location (i.e., house and grounds looking in closets, vehicles, garages, storage sheds, attics, etc.) where a small child could either hide or fall asleep. The reporting person or someone familiar with the area should assist in the search.

Permission should always be obtained from a proprietor prior to searching a missing child scene at a business, establishment or public place. A representative of the business or establishment should assist in the search. Restrooms, offices, storage areas, parking lots, vehicles, etc. should be included in the search.

A search of the child's residence should be conducted when the child is reported missing from a place other than his or her residence and no tangible evidence exists to substantiate the report. Permission should be obtained from the appropriate person prior to searching the child's residence and the appropriate law enforcement agency must be requested to assist if the child's residence is not in the district limits.

A search of the immediate area must be conducted if the child is not found in conjunction with the crime scene search and there is reason to believe the child may be in the immediate area. The perimeter of the child's zone of safety may be used to define the immediate area search. A supervisor should organize the search of the immediate area. The managing supervisor should establish a field command post away from the scene from which to direct the search effort. He or she must coordinate search efforts with neighboring jurisdictions if the search of the immediate area extends beyond the district's limits.

The scene supervisor should contact any available law enforcement agency with a K-9 unit to assist in the immediate area search if there is reason to believe the child may be on the ground. Consider requesting a police helicopter. Any volunteer search group that shows up at the scene or contacts the department should be referred to the assigned investigator.

Reports. The first responder is responsible for completing the original offense report. All officers acting in a support capacity will complete and submit a supplement report documenting their actions to the first responder's original offense report. The first responder will ensure that the telecommunications division enters the missing child into TCIC / NCIC within two hours. The NCIC number shall be documented in the incident report. The assigned investigator is responsible for securing reports from any outside agency that renders assistance.

V. AMBER ALERT

An AMBER alert may be initiated when the preliminary investigation leads the follow up investigator or a member of the command staff to believe the child may have been abducted. The below criteria must be met to activate an AMBER alert.

- a. The child in question is 17 years of age or younger, whose whereabouts are unknown, and whose disappearance law enforcement has determined to be unwilling which poses a credible threat to the child's safety and health; and (i) if abducted by a parent or legal guardian, was the abduction in the course of an attempted murder, or
- b. The child is 13 years of age or younger, who was taken (willingly or unwillingly) without permission from the care and custody of a parent or legal guardian by:
 - i. Someone unrelated and more than three years older, or
 - ii. Another parent or legal guardian who attempted or committed murder at the time of the abduction.
- c. There is reason to believe that the child is in immediate danger of serious bodily injury, sexual assault, or death.
- d. A preliminary investigation has eliminated alternative explanations for the missing child's disappearance.
- e. There is sufficient information to disseminate to the public that could assist in locating the child, suspect or vehicle used in the incident.

An AMBER alert may only be activated by the Chief or by a member of the command staff. Pictures of the child, suspect or suspect vehicle should be saved as a "JPEG" computer file. The investigator or a member of the command staff must amend an AMBER alert immediately upon locating the child in question. The message should provide details explaining how the child was located and recovered and whether an arrest was made. The dispatcher is responsible for notifying other law enforcement agencies through TLETS that the missing child has been located. The Chief or the Fire Marshal will notify the media that the child has been found.

VI. ENDANGERED MISSING PERSONS ALERT CRITERIA

A requesting law enforcement agency must meet **ALL** the below criteria in order to activate

the State Endangered Missing Persons Alert Network:

- a. The missing person has been diagnosed with an Intellectual Disability and / or a Pervasive Developmental Disorder, including Asperger's Disorder, Autistic Disorder, Autism Spectrum Disorder, Childhood Disintegrative Disorder, Rett's Disorder or a Pervasive Developmental Disorder (Not Otherwise Specified)
- b. The missing person has been diagnosed with an Intellectual Disability, law enforcement shall require a written diagnosis from a physician or psychologist licensed to practice within Texas, or certified by the Texas Department of Aging and Disability Services and / or Texas Department of State Health Services.
- c. An investigation has taken place, verifying that a reasonable explanation for the missing person's disappearance has been ruled out and that the disappearance poses a credible threat to the health and safety of the missing person.
- d. The Endangered Missing Persons Alert request being made within 72 hours of the missing person's disappearance.
- e. There is sufficient information available to disseminate to the public that could assist in locating the missing person (highway signs will be activated only if accurate vehicle information is available AND it is confirmed that the missing person was in the vehicle at the time of the disappearance)

VII. SILVER ALERT CRITERIA

A requesting law enforcement agency must meet all the below criteria in order to activate the State Silver Alert Network:

- a. The missing person is 65 years of age or older.
- b. The senior citizen lives in Texas.
- c. The senior citizen has a diagnosed impaired mental condition, and the senior citizen's disappearance poses a credible threat to the senior citizen's health and safety. Law enforcement shall require the family or legal guardian of the missing senior citizen to provide documentation from a medical or mental health professional of the senior citizen's condition.
- d. An investigation has taken place that confirms the senior citizen's disappearance is due to his / her impaired mental condition, and alternative reasons for the senior citizen's disappearance have been ruled out
- e. The Silver Alert request was within 72 hours of the senior citizen's disappearance.
- f. There is sufficient information available to disseminate to the public that could assist in locating the senior citizen (highway signs will be activated only if accurate vehicle information is available AND it is confirmed that the missing person was in the vehicle at the time of the disappearance)

VIII. BLUE ALERT CRITERIA

A requesting law enforcement agency must meet all the below criteria in order to activate the State Blue Alert Network:

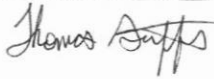
- a. A law enforcement officer must have been killed or seriously injured by an offender.
- b. The investigating law enforcement agency must determine that the offender poses a serious risk or threat to the public and other law enforcement personnel.
- c. A detailed description of the offender's vehicle, vehicle tag, or partial tag must be

- available for broadcast to the public.
- d. The investigating law enforcement agency of jurisdiction must recommend activation of the Blue Alert to the State Operations Center (Texas Division of Emergency Management).

IX. FOLLOW UP INVESTIGATIONS

The Joshua Police Department is the primary agency responsible for follow up investigations involving a missing person.

- a. Debrief the first responder and any other officer who had a part in the preliminary investigation. Verify the accuracy of the information received and account for discrepancies. Conduct door-to-door canvassing, if appropriate, in an attempt to develop further leads. Information collected during the canvass will be recorded on the departmentally-approved form.
- b. Ensure all physical evidence is properly collected and tagged. Evidence may be collected by the detective, a departmental crime scene unit or a crime scene unit from another local, state or federal agency.
- c. Ensure that the details of the case are reported to the National Center for Missing and Exploited Children and the Department of Public Safety Missing Child Clearinghouse.
- d. Assimilate all original offense reports and supplements and develop a follow up investigative plan. The plan should identify the need for follow up interviews with parents, family members, friends, witnesses and potential suspects. This may also include timetables for administering polygraph examinations to key subjects.
- e. Develop a family dynamics profile to include information regarding previous calls for police service to the missing person's residence [i.e. domestic violence, etc.], reported child abuse to social service agencies and / or schools and the existence of insurance policies on the missing child.
- f. Establish a leads management system to prioritize leads and ensure that each lead undergoes review and follow up.
- g. Obtain the missing person's latest medical and dental records and any physical evidence from the residence that may be utilized for future DNA comparisons [i.e. hair from the missing person's hairbrush, saliva from toothbrush]. Obtain the missing person's fingerprints from a personal item if no pre-prepared fingerprint card is available.
- h. Prepare update bulletins and / or fliers for local police agencies, state and federal missing children's clearinghouses, FBI, etc. and distribute within the appropriate geographical locations. Utilize radio and television to solicit citizen tips and information.
- i. Establish a master file for all documents generated by the incident and include copies of all reports in file. Create a case activity log that chronologically lists the various investigative tasks completed in conjunction with the incident.
- j. Maintain communication with the command staff and ensure it is consulted and informed of each development in the case.
- k. Liaison with and seek assistance from other local law enforcement agencies.

	JOSHUA FIRE MARSHAL'S OFFICE	
	Policy 4.7 Part-time Marshals	
	Effective Date:	Replaces: New
	Approved:	 Chief
	Reference: TCOLE Rules 217.1, 217.3, 217.7 TPCA: 3.07.1, 7.27.1	

I. POLICY

It is the policy of the Joshua Fire Marshal's Office to commission, if necessary, qualified individuals for service as "Part Time Marshals" and "Other Peace Officers", so as to enable the Fire Marshal's Office to execute its mission with greater efficiency.

II. PURPOSE

To establish the guidelines and procedures for the selection, training and assignment of "Part Time Peace Officers" and "Other Peace Officers (non-reserve, non-full time, non-part time)" as defined by the Texas Commission on Law Enforcement (TCOLE).

III. DEFINITIONS

Part Time Peace Officer: means a person employed, or appointed as a peace officer under Article 2.12, *Code of Criminal Procedure*, or other law, who:

(A) works as a peace officer on average less than 32 hours per week, exclusive of paid vacation; and

(B) is compensated by this state or a political subdivision of this state at least at the federal minimum wage and is entitled to all employee benefits offered to a peace officer by the state or political subdivision.

Other Peace Officer: means a person appointed as a peace officer, excluding full time, part time and reserve peace officers, who are categorized in TCOLE Appointment Application Form L-1, Section 3, Box 19, "Other - Appointees that do not fit into above categories" (see attachment); their service may be voluntary, compensated or contractual.

IV. PROCEDURES

A. REQUIREMENTS AND CERTIFICATIONS

1. Part Time and "Other" Peace Officers will meet the same Joshua Fire Marshal's Office requirements as fulltime sworn personnel.

2. Part Time and "Other" Peace Officers must meet all minimum requirements as set forth by the Texas Commission on Law Enforcement Officer Standards and Education (TCOLE).
3. The selection process for Part Time and "Other" Peace Officers will be the same as the process used for full time Marshals detailed in policies.

B. TRAINING AND PERFORMANCE STANDARDS

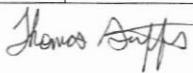
1. Part Time and "Other" Peace Officers serve at the discretion of the Chief and may be called into service at any time the Chief or designee considers it necessary.
2. Part Time and "Other" Peace Officers shall be considered in an "on duty" capacity whenever:
 - a. Performing an "assigned duty",
 - b. Representing or identifying himself/herself as a Marshal for the purpose of taking enforcement action or discharging legal duties.
3. All Part Time and "Other" Peace Officers must serve a minimum of 16 hours of duty per calendar month. Officers who are unable to meet this requirement must submit a written request to the Chief for an approved leave of absence.
4. Part Time and "Other" Peace Officers are subject to the same rules, regulations and orders as full-time personnel.
5. Part Time and "Other" Peace Officers will be evaluated using the same performance evaluation system as full-time personnel.
6. Part Time and "Other" Peace Officers must successfully complete a modified Field Training Officer Program under the supervision and evaluation of an approved Field Training Officer prior to unsupervised field assignment.
7. Part Time and "Other" Peace Officers will attend all in-service and developmental training as required of the full time Peace Officers including:
 - a. The same training as required by full time sworn officers including coursework mandated by TCOLE for certification purposes.
 - b. Agency required qualifications and proficiency demonstrations with firearms, less lethal force weapons and tools and other equipment as deemed necessary.

C. ORGANIZATIONAL FUNCTION AND PLACEMENT

1. The primary function of Part Time and "Other" Peace Officers will be to supplement Code Compliance Operations personnel. However, Part Time Peace Officers possessing unique skills, knowledge and abilities may be assigned to other functions, including specialized assignments, as deemed appropriate by the Chief.

D. UNIFORMS AND EQUIPMENT

Part Time and "Other" Peace Officers will be mandated to comply with this agency's uniform and equipment policies.

	JOSHUA FIRE MARSHAL'S OFFICE	
	Policy 2.2 Bias Based Policing	
	Effective Date:	Replaces: New
	Approved:	 Chief
	Reference: TBP 2.01	

I. POLICY

We are committed to a respect for constitutional rights in the performance of our duties. Our success is based on the respect we give to our communities, and the respect members of the community observe toward law enforcement. To this end, we shall exercise our sworn duties, responsibilities, and obligations in a manner that does not discriminate on the basis of race, sex, gender, sexual orientation, national origin, ethnicity, age, or religion.

All enforcement actions shall be based on the standards of reasonable suspicion or probable cause as required by the Fourth Amendment to the U. S. Constitution and by statutory authority. In all enforcement decisions, officers shall be able to articulate specific facts, circumstances, and conclusions that support probable cause or reasonable suspicion for arrests, searches, seizures, and stops of individuals. Officers shall not stop, detain, arrest, search, or attempt to search anyone based solely upon the person's race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group.

All departmental orders are informed and guided by this directive. Nothing in this order limits non-enforcement consensual contacts between officers and the public.

II. PURPOSE

The purpose of this order is to inform officers that bias-based policing is prohibited by the department. Additionally, this order will assist officers in identifying key contexts in which bias may influence these actions, and emphasize the importance of the constitutional guidelines within which we operate.

III. DEFINITIONS

Most of the following terms appear in this policy statement. In any case, these terms appear in the larger public discourse about alleged biased enforcement behavior and in other orders. These definitions are intended to facilitate on-going discussion and analysis of our enforcement practices.

- A. Bias: Prejudice or partiality based on preconceived ideas, a person's upbringing, culture, experience, or education.
- B. Biased-based policing: Stopping, detaining, searching, or attempting to search, or using force against a person based upon his or her race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group.
- C. Ethnicity: A cluster of characteristics that may include race but also cultural characteristics or traits that are shared by a group with a common experience or history.
- D. Gender: Unlike sex, a psychological classification based on cultural characteristics or traits.
- E. Probable cause: Specific facts and circumstances within an officer's knowledge that would lead a reasonable officer to believe that a specific offense has been or is being committed, and that the suspect has committed it. Probable cause will be determined by the courts reviewing the totality of the circumstances surrounding the arrest or search from an objective point of view.
- F. Race: A category of people of a particular decent, including Caucasian, African, Hispanic, Asian, Middle Eastern, or Native American descent. As distinct from ethnicity, race refers only to physical characteristics sufficiently distinctive to group people under a classification.
- G. Racial profiling: A law-enforcement initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.
- H. Reasonable suspicion: Specific facts and circumstances that would lead a reasonable officer to believe criminal activity is afoot and the person to be detained is somehow involved. Reasonable suspicion will be determined by the courts reviewing the totality of the circumstances surrounding the detention from an objective point of view .
- I. Sex: A biological classification, male or female, based on physical and genetic characteristics.
- J. Stop: An investigative detention of a person for a brief period of time, based on reasonable suspicion.

IV. PROCEDURES

- A. General responsibilities

1. Officers are prohibited from engaging in bias-based profiling or stopping, detaining, searching, arresting, or taking any enforcement action including seizure or forfeiture activities, against any person based solely on the person's race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group. These characteristics, however, may form part of reasonable suspicion or probable cause when officers are seeking a suspect with one or more of these attributes. (TBP: 2.01)
2. Investigative detentions, traffic stops, arrests, searches, and property seizures by officers will be based on a standard of reasonable suspicion or probable cause in accordance with the Fourth Amendment of the U.S. Constitution. Officers must be able to articulate specific facts and circumstances that support reasonable suspicion or probable cause for investigative detentions, traffic stops, subject stops, arrests, nonconsensual searches, and property seizures. Except as provided in number 3 below, officers shall not consider race/ethnicity in establishing either reasonable suspicion or probable cause. Similarly, except as provided below, officers shall not consider race/ethnicity in deciding to initiate even those nonconsensual encounters that do not amount to legal detentions or to request consent to search.
3. Officers may take into account the reported race or ethnicity of a specific suspect or suspects based on trustworthy, locally relevant information that links a person or persons of a specific race/ethnicity to a particular unlawful incident(s). Race/ethnicity can never be used as the sole basis for probable cause or reasonable suspicion. Except as provided above, reasonable suspicion or probable cause shall form the basis for any enforcement actions or decisions. Individuals shall be subjected to stops, seizures, or detentions only upon reasonable suspicion that they have committed, are committing, or are about to commit an offense. Officers shall document the elements of reasonable suspicion and probable cause in appropriate reports.
4. Officers shall observe all constitutional safeguards and shall respect the constitutional rights of all persons.
5. All personnel shall treat everyone with the same courtesy and respect that they would have others observe to department personnel. To this end, personnel are reminded that the exercise of courtesy and respect engenders a future willingness to cooperate with law enforcement.
 - a. Personnel shall facilitate an individual's access to other governmental services whenever possible, and shall actively provide referrals to other appropriate agencies.
 - b. All personnel shall courteously accept, document, and forward to the Chief any complaints made by an individual against the department.
6. When feasible, personnel shall offer explanations of the reasons for enforcement actions or other decisions that bear on the individual's well-being unless the explanation would undermine an investigation or jeopardize an officer's safety.
7. When concluding an encounter, personnel shall thank him or her for cooperating.

8. When feasible, all personnel shall identify themselves by name. When a person requests the information, personnel shall give their departmental identification number, name of the immediate supervisor, or any other reasonable information.
9. All personnel are accountable for their actions. Personnel shall justify their actions when required.

B. Supervisory responsibilities

1. Supervisors shall be held accountable for the observance of constitutional safeguards during the performance of their duties and those of their subordinates. Supervisors shall identify and correct instances of bias in the work of their subordinates.
2. Supervisors shall use the disciplinary mechanisms of the department to ensure compliance with this order and the constitutional requirements of law enforcement.
3. Supervisors shall be mindful that in accounting for the actions and performance of subordinates, supervisors are critical to maintaining community trust in law enforcement. Supervisors shall continually reinforce the ethic of impartial enforcement of the laws, and shall ensure that personnel, by their actions, maintain the community's trust in law enforcement.
4. Supervisors are reminded that biased enforcement of the law engenders not only mistrust of law enforcement, but increases safety risks to personnel as well as exposing the employee(s) and department to liability.
5. Supervisors shall be held accountable for repeated instances of biased enforcement of their subordinates if the supervisor knew, or should have known, of the subordinate's actions.
6. Supervisors shall ensure that all enforcement actions are duly documented per departmental policy. Supervisors shall ensure that all reports show adequate documentation of reasonable suspicion and probable cause, if applicable. Any enforcement action that begins as a consensual encounter will also have the circumstances of the initial encounter documented.
7. Supervisors shall facilitate the filing of any complaints about law-enforcement service.
8. Supervisors will randomly review at least three video tapes per officer per quarter. For this policy a "quarter" is defined as a 3-month period of time. Supervisors are not required to watch each incident of an entire shift; however, reviewing the footage in a manner intended to gain an understanding of that officer's performance and adherence to policy and law is required. Supervisors will document the random review of the video in and any violations of policy or law will be addressed through the use of existing internal affairs policy. (TBP: 2.01)
9. Section 8 above applies only to first-line uniformed officers and their immediate supervisors.

C. Disciplinary consequences

Actions prohibited by this order shall be cause for disciplinary action, up to and including dismissal.

D. Training (TBP: 2.01)

Officers shall complete all training required by state law regarding bias-based profiling.

II. COMPLAINTS

B. The department shall publish "How to Make a Complaint" folders and make them available at all city facilities and other public locations throughout the city. The department's complaint process and its bias-based profiling policy will be posted on the department's website. The information shall include, but is not limited to, the email, physical address, and telephone contact information for making a complaint against an employee.

C. Complaints alleging incidents of bias-based profiling will be fully investigated as described under Policy 2.4.

D. Complainants will be notified of the results of the investigations when the investigation is completed.

III. RECORD KEEPING

This department shall not conduct traffic stops and therefore is exempt from the requirement for gathering and reporting racial profiling data.

	JOSHUA FIRE MARSHALS OFFICE	
	Policy 12.1 Property and Evidence Management	
	Effective Date:	Replaces: New
	Approved:  Chief	
Reference: TBP: 12.01, 12.03, 12.04, 12.05, 12.06, 12.07, and 12.08.		

I. POLICY

Proper documentation, collection, preservation, and submission of physical evidence to forensic laboratories may provide the key to a successful investigation and prosecution. Through evidence located at the scene, suspects are developed or eliminated, investigative leads are established, and theories concerning the crime are substantiated or disproved. The purpose of property and evidence management is to maintain those property items coming into the possession of the department in such a manner as to secure them from theft, loss, or contamination, and to maintain them for easy retrieval as needed.

II. PURPOSE

The purpose of this policy is to establish property procedures that will protect the integrity of the property and management system.

III. ORGANIZATION AND ACCOUNTABILITY

- A. The property custodian for the Joshua Fire Marshal's Office is the Fire Marshal. The property custodian is responsible for maintaining security and control of property and evidence that the department acquires through normal duties and responsibilities. The alternate serves as backup when the assigned property custodian is unavailable.
- B. The property custodian reports to the Fire Chief.
- C. The property custodian shall satisfactorily complete a TCOLE approved basic course on the management of the property function, on-the-job training, and other related training courses, seminars and/or conferences as appropriate.
- D. Duties Responsibilities
 1. The primary duty of the property custodian is to log, classify, store, dispense, destroy, and release property and evidence to its rightful owner, for court

presentation and/or for destruction or auction. Additional duties include but are not limited to the following:

- a. Maintain evidence or property in such a manner that the individual items are secure from theft, loss, or contamination, and can be located in a timely manner.
Maintain property reports and other documentation associated with the "chain of custody" for all property.
- b. Ensure the timely and legally correct notification of owners and release/disposal of property recovered, found, or seized by the Fire Marshal's Office.
- c. Operate computer terminals to access information regarding case dispositions and other related information involving the classification and proper disposition of property/evidence.
- d. Coordinate the disposal of unclaimed and/or surplus property and the special disposal of narcotics, weapons, explosives, and hazardous materials pursuant to law.
- e. Release of property for court, auction, disposal, or person legally entitled to the item.
- f. Provide in-service training to department personnel regarding the appropriate logging, packaging, documenting, and storage of property and evidence.
- g. Provide effective liaison between the department and local, county, state, and federal law enforcement agencies.
- h. Stay abreast of local, state, and federal law involving property and evidence handling. Recommend and facilitate appropriate changes.
- i. Maintain a clean and orderly property storage facility.

IV. FACILITIES SECURITY (TBP: 12.04)

A. Access

1. The property safe is maintained in a secure location. Access to the property safe and all other temporary or long-term property storage areas is restricted to the property custodian.
2. Other department personnel and visitors are prohibited from accessing the property safe
3. Property or evidence is removed from the property safe only by the property custodian or the authorized designee.
4. The property safe is secured whenever the property custodian or other authorized personnel is not on the premises.

B. Combination Control

1. The property custodian is the only individual with the combination to the property safe.
2. The unauthorized possession of the combination to the property safe is strictly prohibited.
3. The safe combination shall be maintained in a sealed property envelope, initialed and dated by the property custodian and the Fire Chief. That

envelope stays in the Fire Chief's office as a backup for property room personnel. Inspection of this envelope is part of all property room audits and inventories.

4. Property room personnel may not relinquish the property safe combination to anyone other than authorized personnel.
5. When property custodians leave their assignment, the Fire Chief ensures that all combinations, and codes are changed.

V. CATEGORIES OF PROPERTY

A. For the purpose of these procedures, property in the Fire Marshal's custody falls into these categories:

1. Evidence. Evidence is property that comes into the custody of a marshal when such property may tend to prove or disprove the commission of a crime, or the identity of a suspect, pursuant to an official criminal investigation. Evidence or assets seized for forfeiture are handled in the same manner as other evidence.
2. Found Property. Found property is property of no evidentiary value that comes into the custody of a marshal, and whose rightful owner may or may not be known to the finder or the department. Due diligence must be exercised to discover the rightful owner. If the owner cannot be located, the Department will dispose of the property in a time and manner prescribed by law.

VI. DOCUMENTATION AND RECEIPT OF PROPERTY (TBP: 12.01)

A. Documentation of Property

The marshal accepting property writes a report with the following components: (1) a description of the item (2) pertinent details of how the item came into the employee's possession and (3) complete information about the person who found the property, or the person from whom it was seized or recovered.

B. Receipt of Property

The property custodian provides a receipt to any person from whom property is taken regardless of the classification of that property.

C. Computer Inquiry and Entry

1. All marshals make the appropriate inquiries to the TCIC on all serialized or identifiable items collected or seized prior to placing the item into storage. This determines if the property has been reported stolen or has been entered into the statewide system for any reason.
2. Dispatch verifies all "hits" before the item is confiscated. After verification, a dispatcher sends the "locate" information.

3. The offense and property report reflects the status of the property items. The report also indicates that a "locate" was sent to the originating agency. It is the originating agency's responsibility to update the TCIC information from "stolen" to "recovered" status.

D. Property Forms: The property and evidence function require the use of the following forms:

1. Evidence Containers

- a. Evidence bags and boxes. Used for items that do not require the preservation of flammable or perishable substances. These serve as the primary method for submitting property for storage. A listing of the case number, date, location, applicable names, description of property, and marshal's name and ID number properly identify the property and its origin.
- b. Evidence Cans. Used for items that contain flammable or toxic substances that require preservation for future analysis by a forensic laboratory.
- c. Chain of Custody Form. This form, submitted with each property container (bag, box, can, etc.), tracks the movement of the item, including its release.
- d. Property Tag. Marshals affix a property tag securely to items that do not fit into evidence bags or boxes. This tag designates the case number, date of submission, and name and ID number of the submitting marshal.
- e. Property Receipt Form and Property Release Form. The Property Receipt Form serves as a receipt for property taken into custody and documents the release of property to other entities. The Property Release Form also authorizes the release of property. No property is released without a completed Release Form.

VII. LOGGING PROPERTY AND EVIDENCE

- A. Marshals who seize property and are able to determine ownership in the field may release the property immediately to the owner if the property is not needed for prosecution in a criminal case. Marshals should make contact with the investigating marshal or, if necessary, the district attorney's office to determine prosecutorial need. If the property can be released in the field, the marshal will complete a Property Release Form and have the owner sign for receipt of the property. The form will be turned in to the property room where the property custodian will enter the property into the system and show that it was released in the field. The Property Release Form will be included in the case file. (TBP: 12.06)
- B. Property that is seized by the department and not immediately released to the owner will be entered into the computer system and secured in the property safe as soon after seizure as possible. Personal lockers, files, or desks are not approved storage for property or evidence items. Marshals will log all property and evidence into the property safe before the end of their shift. (TBP: 12.03)

C. Maintaining property/evidence in a case file may be acceptable when it is necessary for the proper investigation of the case; however, the property/evidence must first be logged into the property system and then signed out. The individual signing out the property /evidence is responsible for the evidence until returning it to the property safe. The investigator is also responsible for the integrity of the evidence while checked out.

D. Marking and Packaging

1. All collected property is marked for identification and packaged to avoid contamination.
2. Permanent and distinctive marks, such as initials, ID numbers, and case numbers, should be marked directly on objects collected (when possible) without damaging the evidence.
3. When unable to mark the exhibit itself (such as in the case of stains, hair, blood, clothing, rags, controlled substances, etc.), the marshal must place the item in a can, vial, envelope, box, bag or other suitable package, then seal and mark the container as instructed in item 2 above.
4. Containers and materials for use in packaging physical evidence and other property come in a variety of shapes and sizes. Marshals strive to use the size and type container appropriate for the type of property. An assortment of packaging materials and supplies for this packaging are maintained in department storage. The property custodian is responsible for maintaining property packaging and storage supplies.
5. Firearms Evidence. The collection of firearms by Joshua Fire Marshal's Office personnel is limited to those used in the commission of an arson crime. All other criminal evidence related to firearms violations shall be referred to the Joshua Police Department for separate investigation.
6. Hazardous Materials / Devices: No unexploded device, or a device that is suspected of being one that might explode, will be transported or stored in or about the Fire Station. No Class A explosive, such as dynamite, desensitized nitroglycerin, large quantities of fireworks, or black powder will be transported or stored in or about the police facility.
7. Money: All monies will be itemized by denomination and quantity on the approved money form before it is placed into property. See Section C above.
8. Jewelry: Jewelry items will be packaged individually in an appropriate and suitable container such as an envelope, box, or bag.
9. Motor Vehicles: Motor vehicles requiring retention are stored at an authorized impound facility. Note: Vehicles may be temporarily stored at the Fire Station while being processed during a crime scene search. The keys for motor vehicles retained as long-term evidence remain in the ignition of the vehicle if mechanically feasible. Otherwise, those keys are logged into evidence.
10. License Plates: License plates are the property of the Department of Public Safety (DPS, or appropriate motor vehicle department) from the state of jurisdiction. The public is permitted to use the license plate when the annual fees have been paid. License plates maintained as evidence are logged into evidence. Marshals must attempt to return a found license plate to its owner.

If that is not feasible, the marshal logs the plate into property. The property custodian is then responsible for returning the plate to the owner or DPS.

VIII. TEMPORARY STORAGE FACILITIES

- A. After property is marked for identification and packaged, property shall be placed into one of the following storage areas:
1. Large Enclosure: All large items, or parts thereof, are temporarily stored in the large enclosure on the west side of the remote property room. When items are to be stored in the enclosure, the Fire Marshal obtains the key from the property safe, locks the item into the enclosure, completes a property form, and returns the key to the property safe.
 2. Refrigerator/Freezer: A refrigerator and freezer are located in the kitchen across from the property room. Items that require refrigeration are placed into this temporary refrigerator only after being packaged, sealed, and labeled with evidence tape.
 3. Hazardous Materials Storage Locker
 - a. Drums located near the fenced property storage annex are available for storing suspected hazardous materials. The marshal consults with a member of fire services on any unknown substance prior to securing the substance. Marshals ensure contact with supervisors to determine appropriate measures for storage or destruction.
 - b. All flammable materials are placed in the hazardous materials storage drums before being stored in the fenced property storage annex.
 - c. Fireworks are not stored, but instead photographed. Marshals destroy all confiscated fireworks by drowning and physical destruction in view of a video recording device.

IX. PROPERTY ROOM COLLECTION, INVENTORY & STORAGE

A. Property Collection

1. On a daily basis, the property custodian shall process all property and evidence according to this policy.
2. The property custodian also completes the following:
 - a. Makes the appropriate entries into the property log system,
 - b. Stores each item in the approved locations,
 - c. Arranges for transportation to the laboratory for examination as required, and
 - d. Arranges for destruction, release to owner, auction or other authorized disposition as appropriate.

B. Property Inventory

1. The property custodian accounts for every item submitted into the property system. This process begins at intake.

- a. The property custodian compares items listed on the property forms with those actually found in storage. If any item is missing, the property custodian immediately notifies the Fire Chief. The submitting marshal and/or the Fire Marshal then corrects the discrepancy.
- b. If the property custodian cannot find a missing item(s), he/she enters the item into the "Unable to Locate" (UTL) file and notifies the Chief, explaining the circumstances surrounding the missing property. Property connected to the case will not be processed until the missing material is found or the discrepancy has been corrected.

C. Improperly Submitted Property – "Right of Refusal"

1. Marshals shall submit every item into property in a safe and thorough manner consistent with these guidelines and policy.
 - a. The property custodian has the authority to refuse acceptance of any property item submitted in an unsafe, incomplete, or otherwise improper manner as defined in this manual.
 - b. The Fire Marshal SHALL NOT accept any money, jewelry, or controlled substances if the seal, envelope, packaging, or container has been opened, tampered with, or otherwise improperly submitted.
 - c. The property custodian immediately notifies the Chief of any discrepancy.
 - d. All personnel immediately correct a breach in safety protocol.

D. Property Storage

The following types of property and evidence are stored separately and according to the listed guidelines. Other miscellaneous types of property may be stored separately as the property custodian determines.

1. Firearms
 - a. The collection of firearms by Joshua Fire Marshal's Office personnel shall be limited to those needed as evidence in a criminal fire investigation. Firearms, located during the investigation of a fire, that are not considered pertinent to an investigation, shall be referred to the Joshua Police Department for custody and investigation.
2. Controlled Substances
 - a. The collection of controlled substances by Joshua Fire Marshal's Office personnel, other than for evidentiary purposes, is prohibited. All controlled substances found during an investigation, that are not considered to have evidentiary value, shall be referred to the Joshua Police Department for disposition.
3. Money
 - a. The collection of money as property by Joshua Fire Marshal's Office personnel is prohibited. Money may be seized as part of a criminal investigation. When the money itself is evidence, subject to forfeiture (drugs), or examination, it remains in the property safe until the Fire Marshal clears it for deposit.

- b. The property custodian opens sealed containers only to release the money for transfer to a financial institution. At least one other marshal is present when opening any money envelope.
 - c. The property custodian secures negotiable stocks, bonds, or bank securities in the safe with other money items. He/she assigns no value to the securities for purposes of showing a recovery value.
4. Homicides

The Joshua Fire Marshal's Office will defer all homicides, related to an arson investigation, to the Joshua Police Department for investigation of that portion of the criminal case. Property associated with all homicide cases remain segregated from other types of property retained by the Fire Marshal's Office and retained at the Joshua Police Department.

5. Hazardous Materials
- a. The property custodian transfers and stores all hazardous materials in containers designated for that purpose.
 - b. The property custodian segregates all hazardous materials from other types of property retained. All hazardous materials, REGARDLESS OF PROPERTY CLASSIFICATION, remain stored within a hazardous materials storage container, clearly marked and designed for the storage of these materials.
6. Photographs
- a. Upon an investigator's request, the property custodian transports film and negatives to a private vendor for processing.
 - b. The investigator submits a Property Form and enters the prints into evidence. A set of prints remains with other items associated with the case. The investigator may retain a separate set of prints as a working copy during follow-up. After finishing, the investigator forwards the prints to the district attorney as a part of the case file, or destroys them.
7. Property Management. Nothing in this manual prevents the property custodian from organizing property as deemed necessary for the efficient operation of the property function.

E. Computer Entries: Computerized Property System

- 1. The property custodian enters all incoming property into the computerized property system as soon as possible. Information entered into this system includes the following:
 - a. Classification of property
 - b. Type/description of property
 - c. Quantity
 - d. Case number
 - e. Marshal submitting property
 - f. Location property stored
 - g. Chain of evidence

F. Disposition of Property

1. The property custodian updates the status of all property retained in inventory as necessary.
2. The property custodian retains a complete "hard copy" file on each piece of property as a back up to this computer system. The backup files facilitate regular inspections, audits, and inventories.
3. TCIC / NCIC
 - a. Upon request, dispatch personnel check property items with serial numbers in the TCIC/NCIC system.
 - b. In all cases when releasing a firearm, marshals conduct a criminal history check of the person receiving the weapon. This establishes whether restrictions exist that prevent the release of the firearm to that individual. Additionally, marshals request a "stolen" check through TCIC/NCIC to confirm the status of the firearm.

G. Electronically stored Evidence (TBP 12.08)

1. Video/audio recordings captured by in-car camera and/or body camera (or any other audio/visual camera source) that is determined to be evidence in a criminal case will be stored on the secure department server.
2. Marshals will download these recordings into the password protected records management system and document their actions in the case report.
3. Only the Fire Marshal or Chief will have access to these recordings.

X. PROPERTY AND EVIDENCE RELEASE GUIDELINES

A. Persons Authorized to Release Property

1. The following persons may authorize the release of property under the provisions of this manual:
 - a. The investigating marshal, or the marshal's supervisor,
 - b. The Fire Chief,
 - c. A magistrate,
 - d. The district attorney's office.
 - e. In cases of found property and property impounded for safekeeping, the impounding marshal.

B. Release Authority

1. A court order is required for the release or disposal of property seized pursuant to a search warrant as well as for any property the ownership of which is contested.
2. Court action involving all suspects must be final and the district attorney's office must approve the release.
3. All evidence or property collected in homicide cases is stored until the death of the defendant(s) or 99 years from the date of the incident.
4. Upon the Chief's approval, the property custodian disposes of property on no-lead cases after the statute of limitations is past. The statute of limitations for felonies is as follows:

- a. No limit: murder, manslaughter, FSRA with death
 - b. 10 years: theft of estate by administrator, theft by public servant, forgery, indecency with a child, injury to a child, sexual assault
 - c. 7 years: misapplication of fiduciary property
 - d. 5 years: burglary, theft, robbery, arson, kidnapping, abandoning a child
 - e. 3 years: all other felonies.
5. The Chief signs approval of evidence destruction on no-lead misdemeanor cases after one year from the commission of the offense.
 6. The district attorney approves of property disposed of or released purely in the interest of justice when the statute of limitations has not expired. This applies to any felony or misdemeanor cases.
 7. The property custodian retains any property requested for civil litigation until its release is approved by the Chief. The Chief contacts the city attorney prior to disposal of property cases where the city is party to civil litigation.

C. Disposition Instructions (non-evidence)

The department will not take custody of found property, but will contact the Joshua Police Department for disposition.

D. Non-Essential Property/Evidence:

1. With the concurrence of the district attorney, property that is not essential to a prosecution or future prosecution is released to the owner as follows:
 - a. Property that has no market or investigative value as determined by the district attorney may be destroyed upon completion of the investigation with the district attorney's permission. Examples include, e.g., glass fragments, or a mutilated bullet not suitable for comparison purposes.
 - b. Property held as evidence but not introduced during the trial is released to the owner upon receipt of a court disposition, provided the prescribed time for appeal has elapsed. In misdemeanor and felony cases, 90 days is the time allowed for an appeal.
 - c. In all cases, the person who receives the property must present a photo ID and sign the property receipt.

E. Court Releases

Marshals needing evidence or property for court presentation complete a property release form and have the form signed by the Chief. The form indicates "temporary release" for court. The marshal gives the form to the property custodian, who then completes the chain-of-custody form and releases the item to the marshal. In all cases, the person receiving the property must present a photo ID and sign the property receipt.

XI. INTERIM RELEASE OF PROPERTY GUIDELINES

- A. To facilitate the need for marshals to remove evidence temporarily from the property safe for further investigation, examination, court, etc., the following procedures are established:
1. The marshal completes a property release form, has it signed by the Chief who ensures appropriate need, and forwards it to the property custodian at least 24 hours in advance when possible, weekends and holidays excluded.
 2. If exigent circumstances exist, property may be released to the marshal with less prior notification.
 3. Marshals checking out evidence for court sign and date the chain-of-custody form for all evidence released.
 4. Marshals return all evidence to the property room promptly unless that evidence is held by the court.
 5. Marshals repackage or reseal evidence as necessary to ensure the integrity of the item. When evidence is placed in a new evidence bag, the old evidence bag is placed in the new bag along with the evidence, and with the chain-of-custody form on the old bag visible.
- B. The property custodian tracks evidence checked out for court and its return. After 72 hours, notification is given to the marshal who has not returned the property.

XII. DISPOSAL GUIDELINES (TBP: 12.05)

- A. Disposal of items held in the property safe is made in a manner authorized by statute and as provided in policy.
- B. The property custodian disposes of no property item until receiving a release authorization from the assigned detective, CID supervisor, a court order, or written instruction from the district attorney's office.
- C. Upon receipt of a court order, the property custodian disposes of property in the manner indicated in that order.
- D. Property to be destroyed is disposed of in the following ways:
1. Property of little or no auction value is disposed of in an appropriate trash receptacle except as otherwise directed below:
 - a. Papers of a sensitive nature will be shredded.
 - b. Property of value (except firearms, money, ammunition, controlled substances, and hazardous materials) is sold at auction, destroyed, or designated for department use.
 - c. Handguns and rifles may be converted to department use (if appropriate and approved through the established legal process) or are destroyed. Hunting rifles and shotguns may be sold at auction. (See section 2, below.)
 - d. Ammunition is disposed of through pre-approved, designated agencies or designated for department use. (See section 2, below.)
 - e. Controlled substances are burned or otherwise disposed of as hazardous waste material. (See section 2 below.)

- f. Hazardous materials are disposed of through an authorized, pre-approved hazardous waste disposal firm.
- g. Knives, clubs, BB or pellet guns, or other dangerous weapons are destroyed in the same manner as firearms.
- h. All unclaimed money is deposited in the City of Joshua general fund, except rare coins or rare paper money that will be sold at public auction.

2. Disposition of Firearms

The Joshua Fire Marshal's Office shall avoid taking narcotics and controlled substances into evidence unless necessary for the investigation of an arson fire.

All firearms will be destroyed unless released to their rightful owner with two exceptions. Firearms that are scheduled for disposal that could be used by the department may be converted to departmental use upon written approval of the city manager. These weapons will become the property of the department and not individual marshals and will be tracked and accounted for on inventories and audits. Weapons of intrinsic collectable value or long guns (not handguns) of sporting value may be auctioned by the city during the regular auction process. Only those persons possessing an FFL may bid on the weapons.

Destruction process for firearms is as follows:

- a. The property custodian ensures the recording of the make, model, serial number, and involved case report number in the property management computer system.
- b. The property custodian destroys firearms authorized for disposal as necessary to conserve space and security of the weapon(s).
- c. All firearms are inventoried prior to destruction.
- d. The property custodian updates the new status on all related documents and computer files.
- e. The property custodian, accompanied by another armed marshal and (if possible) a community volunteer, transports the firearms to a destruction facility. The property custodian, marshal, and volunteer witness the destruction of each weapon and sign a certificate certifying the destruction.
- f. The property custodian retains all written documentation of destruction transaction

3. Destruction of Narcotics/Controlled Substances

The Joshua Fire Marshal's Office shall avoid taking narcotics and controlled substances into evidence unless necessary for the investigation of an arson fire.

- a. The property custodian destroys controlled substances and narcotic paraphernalia after receiving authorization for such disposal.
- b. If a controlled substance is evidence in a criminal case filed with the district attorney, destruction may not take place until the case is disposed of and authority for disposal is given by the prosecutor

assigned to the court. This authorization may be verbal and noted on the request-for-disposal form. Other controlled substances may be disposed of summarily by the department.

- c. Items to be destroyed are pulled from their storage locations and placed in boxes labeled "Narcotics Destruction." Each box is sealed, labeled, and numbered.
 - d. The property custodian prepares a list of applicable case numbers for each box, and attaches a copy of the related property reports.
 - e. The property custodian sets an appointment for disposal (crush or burn) and obtains the necessary permits in advance.
 - f. A marshal accompanies the property custodian and a person not connected with the department while transporting the controlled substances to the disposal facility. Each attendee witnesses the destruction of the controlled substances and signs a statement to that effect. The contents of the statement comply with the Texas Administrative Code, Title 37, Rule 13.163.
4. Disposal of Hazardous Materials: The disposal of hazardous materials falls under a number of state and federal statutes. In practice, most disposals are regulated by law. Whenever questions arise regarding the proper procedures for waste disposal, the property custodian consults with the Fire Chief for direction and assistance with disposal efforts.

XIII. AUCTION OF UNCLAIMED PROPERTY

A. Disposition of Unclaimed Property

1. Found property of value not claimed within 90 days is subject to auction. Stolen or embezzled property is subject to auction if unclaimed by the owner after notification of a 90-day limit to reclaim the item.
2. Unclaimed property not governed by statute after being held 90 days from the date the owner was notified to claim the property is subject to auction, destruction, or diversion to department use.

B. Auction of Unclaimed Property

1. Unclaimed property may be auctioned by the city or may be auctioned by a private company contracted by the city.
2. To avoid conflict of interest, or any appearance of conflict of interest, no employee of the department purchases any item at such auction, either personally or through a third party.

XIV. INSPECTIONS (TBP: 12.07)

For purposes of this manual, an inspection is defined as a brief, informal, usually unannounced review of procedures, records, or facilities to ensure adherence to policy and established protocol.

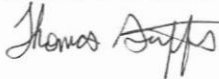
- A. The Chief appoints an individual to conduct an inspection of the property safe at least every six months and retains a report of the inspection.

- B. The inspection should concentrate on how the policies, procedures, and practices are followed. This inspection should be conducted by another marshal not involved in the operation of the property system. The person inspecting the property safe should become familiar with property room policies and determine if these policies are being followed. The inspection should include inspection of the security of the property safe, the proper use of the sign-in log, the proper and up-to-date processing of property; both intake and disposal, the cleanliness and orderliness of the property safe, and any unusual circumstances. The inspection will also require the property custodian to find a minimum of six items randomly selected from the property log by the person inspecting, to include at least one weapon, one drug and one money item.
- C. The Chief may personally conduct frequent unscheduled; unannounced inspections of the property safe and property function or assign someone for these inspections, as deemed appropriate. Documentation of these inspections reflects the date and results of that inspection.

XV. PROPERTY INVENTORIES (TBP: 12.08)

- A. It is the policy of the Fire Marshal's Office to receive and safely store evidence, and property for safekeeping; and to restore the property to the rightful owner, or otherwise lawfully dispose of the property in a timely fashion. The department uses the inspection and inventory process as a means to ensure the integrity of this policy.
- B. For purposes of this manual, an inventory is defined as a physical inspection and verification of the location of a property item maintained by the division against the agency's records.
 - 1. A complete inventory is conducted (1) at least once a year, (2) anytime a personnel change is made to the property system, or (3) when requested by the Chief.
 - a. The Chief will assign a marshal not connected to the operation of the property safe to assist and observe the inventory. The property custodian will conduct the inventory with the assistance of the assigned individual.
 - b. Every item stored in the property system must be accounted for. All property storage areas, rooms, and sites are included in the inventory process.
 - c. All packages, containers, or property tags are inventoried and reconciled with the computer or file system.
 - d. A copy of the inventory report is completed after each inventory and forwarded to the Chief. This report includes any discrepancies and lists any missing items. The Chief or Fire Marshal makes a determination if an investigation into the loss is warranted.
 - 2. A sampling inventory of individual items stored in the property room at least once a year, anytime a personnel change is made in the property system, or when requested by the Chief.

- a. The Chief will assign a marshal not connected to the operation of the property system to assist and observe the inventory. The property custodian will conduct the inventory with the assistance of the assigned individual.
 - b. Sampling will include the following: A complete inventory of all guns, drugs and money and at least fifty (50) other items located inside the property safe. The inventory should be conducted by creating a list of all the guns, drugs, and money that is shown by records to be in the property room, and then locating the items in the property room. The final part of the inventory will be done in two parts. The first part consists of randomly selecting the paperwork for 25 of the 50 items and locating them in the property room. The second part consists of randomly selecting 25 more items in the property room and locating the item paperwork for each item, which tests the record-keeping system.
 - c. A copy of the inventory report is completed after each inventory and forwarded to the Chief. This report includes any discrepancies and lists any missing items. The Chief determines whether an investigation into the loss is warranted.
- C. Whenever a firearm, money, or controlled substances are discovered missing, the Chief is notified immediately and an investigation initiated.

	JOSHUA FIRE MARSHAL'S OFFICE	
	Policy 7.42 Eyewitness Identification	
	Effective Date:	Replaces: New
	Approved:  Chief	
	Reference: 7.32	

I. POLICY

This policy is designed to maximize the reliability of identifications and to minimize unjust accusations of innocent persons.

II. PURPOSE

The purpose of this policy is to establish department guidelines for a live line-up, a photographic line-up, and field identification procedures. The procedures in this policy are applicable when a person is known to an investigator and is suspected of criminal involvement in an incident under investigation.

III. DEFINITIONS

- A. Administrator: The person charged with presenting a photographic line-up or a live line-up to a witness.
- B. Assigned Investigator: The investigator primarily responsible for investigating an incident.
- C. Blind Administrator: An administrator who does not know the identity of the suspect or the suspect's position in a photographic line-up or a live line-up.
- D. Blinded Administrator: An administrator who may know the identity of the suspect, but does not know the suspect's position in the photographic line-up or the live line-up.
- E. Blind Manner: The presentation of a photographic line-up by either a blind administrator or a blinded administrator.
- F. Field Identification: The presentation of a suspect to a witness following the commission of a crime for the purpose of identifying and/or eliminating a possible suspect.
- G. Fillers: The photographs of persons used in a photographic line-up whose race, sex, age, height, weight, hair style, and general appearance resemble the suspect.

- H. Folder Method: A photographic line-up that places the photographs in separate folders or envelopes that are randomly shuffled prior to presentation so that the assigned investigator does not know which photograph the witness is viewing.
- I. Illiterate Person: An individual who speaks and understands English but cannot read and write English.
- J. Interpreters: Individuals with the skills necessary to enable them to communicate with an illiterate person or a person with limited English proficiency to the degree that ensures the person clearly understands all instructions given them that pertain to viewing a suspect in any identification procedure. These instructions are given prior to the line-up.
- K. Live Line-up: The presentation of individuals, including a suspect, in person to a witness, usually in a manner preventing the individuals from seeing or identifying the witness, for the purpose of identifying or eliminating suspects.
- L. Person with Limited English Proficiency: An individual who is unable to communicate effectively in English with a level of fluency expected of a native English speaker. Such a person may have difficulty speaking, reading, or writing in English. The definition includes persons who can comprehend English but are physically unable to write.
- M. Photographic Line-up: A collection of photographs that includes one of the suspect and filler photographs. The photographs are placed in random order and shown to a witness for the purpose of identifying and eliminating suspects.
- N. Sequential Viewing: An identification procedure in which photographs are shown one at a time to a witness.
- O. Simultaneous Viewing: An identification procedure in which all photographs are shown at the same time to a witness.
- P. Suspect: An individual who has been specifically identified by the investigation as possibly being the person who committed the crime.
- Q. Witness: An individual who has witnessed an incident or some part of an incident who might be a complainant, a victim, an eyewitness, or any other form of witness to an incident.

IV. GENERAL PROCEDURES FOR LINE-UPS

- A. Live line-ups will not be used due to the difficulty of administering them and the difficulty of obtaining a sufficient number of individuals with similar physical characteristics.

- B. Photographic line-ups are approved for use by this department if the procedures listed below are followed. Photographic identification of suspects by witnesses should supplement other investigative actions and/or evidence.

V. PREPARING PHOTOGRAPHIC LINE-UPS

A. The assigned investigator is responsible for the following:

1. Preparing the photographic line-up, including the selection of fillers, and ensuring each of the photographs is numbered or lettered for later reference.
2. Determining before any presentation if the witness is deaf, illiterate, or has limited English proficiency. If the witness is deaf, illiterate, or non-English speaking, or has limited English proficiency, the investigator will arrange for assistance to translate the photographic line-up form in the language of the witness or otherwise assist the witness in understanding the instructions before proceeding. The identification of the assisting individual will be documented as well as the assistance provided.
3. Obtaining a sworn law-enforcement officer who is familiar with the contents of this policy and understands the line-up presentation process to act as a blinded administrator of the line-up.
4. Preserving the photo line-up for future reference, whether an identification is made or not. For future reference, the photos in their original condition, full information about the identification process, the photographic line-up form, and the audio/video recording of the administration process are placed into evidence after the procedure.
5. The assigned investigator should prepare the photographic line-up according to the following guidelines:
 - a. Include only one suspect in each identification procedure.
 - b. Select fillers that generally fit the witness's description of the perpetrator. Fillers should be selected where no person stands out from the others.
 - c. Use photographs of individuals who are reasonably similar in age, height, weight, and general appearance and of the same sex and race. Avoid use of fillers that so closely resemble the suspect that a person familiar with the suspect might find it difficult to distinguish the suspect from the fillers.
 - d. If multiple photos of the suspect are available to the investigator, select a photo that resembles the suspect's description or appearance at the time of the incident.
 - e. Include a minimum of five fillers per identification procedure.
 - f. Avoid reusing fillers in line-ups shown to the same witness if showing a new suspect.
 - g. Ensure that no writings or information concerning previous arrest(s) will be visible to the witness.
 - h. Do not mix color and black and white photos.
 - i. Use photos of the same size and basic composition.
 - j. Mug shots should not be mixed with other photos.

- k. If mug shots are to be used, cover any portions that provide identifying information about the subject.
- l. All individuals in the photographic line-up and/or the origin of the photos should be known to the investigator, if possible.
- m. Photos should be reasonably contemporary.
- n. Do not use more than one photo of the same suspect.
- o. View the array, once completed, to ensure that the suspect does not unduly stand out.

B. The assigned investigator is responsible for the following:

- 1. Ensuring that everyone connected with the line-up is familiar with the contents of this policy and the line-up presentation process.
- 2. Ensuring the photographic line-up is presented in a manner consistent with this policy.
- 3. Documenting the conduct and results of the line-up presentation in the manner approved within this policy.
- 4. Returning all line-up materials and documentation to the assigned investigator.

VI. PRESENTING PHOTOGRAPHIC LINE-UPS

- A. It is the intent of this department to present all photographic line-ups to witnesses in a blind manner and using a sequential presentation of the photographs.
- B. If a sworn member of the department is not available to conduct the line-up, a blind administrator or a sworn member of another local agency may be used. The assigned investigator preparing the line-up should ensure the assisting officer is aware of the procedures prior to presenting a line-up to a witness.
- C. If another sworn officer is not available within a reasonable period of time the assigned investigator may present the line-up to a witness using the folder method. The witness is shown only one folder at a time. The photographic line-up form is changed to indicate the procedure used and the same presentation procedures are used (see below) and the process used thoroughly documented. The investigator should also document the reasons for not being able to use a blind administrator.
- D. Fire Marshal Office personnel attending the line-up presentation should not make any suggestive statements or take any other action that may influence the judgment or perception of the witness.
- E. Prior to beginning the presentation, the person conducting the line-up must determine if the witness has seen the suspect at any time since the crime occurred, whether in person or in newspaper or television reports, etc. If so, he/she must contact the assigned investigator to determine if the identification process should continue, and document this action in the supplement report.

- F. The administrator arranging the line-up must provide the witness with a photographic line-up form and explain the instructions for the line-up. Instructions given the witness prior to viewing a photographic line-up can facilitate an identification or non-identification based on the witness's memory. The officer conducting the line-up should (1) read the instructions and admonitions verbatim from the form, (2) ensure that the witness understands the instructions before proceeding, (3) obtain the witness's signature indicating he/she understands the procedure, and (4) sign the form as "administrator." Any instruction given to the witness prior to the procedure shall include a statement that the person who committed the offense may or may not be present in the procedure.
- G. The administrator must show the witness the photographs in a random order, one at a time, and document the order shown. Remove each photograph from the witness prior to providing a new one. Allow the witness to see only one photograph at a time.
- H. If the witness identifies a suspect, the administrator must record the number or other identification of the photograph. A witness who makes an identification based on a photograph or live lineup identification procedure shall be asked immediately after the procedure to state, in the witness's own words, how confident the witness is in making the identification. No person shall suggest wording of any kind to the witness. If the witness seeks clarification an officer shall only reply that the statute requires the statement of confidence to be in the witness's own words.
- I. All photographs must be shown.
- J. The administrator must complete the statement-of-witness portion of the form, including documenting the witness's confidence statement in his/her own words, regarding the relative certainty of any identification. The witness must complete and sign the appropriate portion of the form. The administrator must return all files, photographs, and forms to the assigned investigator and complete an offense supplement on the identification procedure.
- K. The administrator shall not provide any feedback of any kind to the witness during the procedure, including whether or not the suspect was picked.

VII. DOCUMENTATION OF PHOTOGRAPHIC LINE-UPS

- A. All presentations of photographic line-ups to witnesses will be video and audio recorded unless the issues described below prevail. Upon completion of the presentation process, the video/audio recording will be copied onto DVD and placed into evidence. The administrator will also complete a detailed supplement report that describes the line-up presentation process and the results. The recording, supplement report, the original of all photographs, and the photographic line-up form will be returned to the assigned investigator.

1. If the witness is afraid or refuses to be recorded, or if the identification process might put the witness in danger if subsequently identified, a detailed written report in an offense supplement outlining the line-up presentation process and result will substitute for the video and audio taping.
2. Information should be included in the report as to why the recording process was not used.
3. The recording device will be turned on prior to entering the room and all parties will be identified.

VIII. FIELD IDENTIFICATION PROCEDURES

The use of field identification shall not be utilized by this agency.

JOSHUA FIRE MARSHAL'S OFFICE

Photographic Line-up Form

Case Number: _____

Admonition. Read the following to the witness:

1. You will be shown a number of photographs.
2. I have been asked to show these photographs to you, but I do not know the identity of the perpetrator.
3. These photographs are numbered, and I will show them one at a time, in a random order. Please take as much time as you need before moving to the next photograph.
4. All of the photographs will be shown even if you make an identification.
5. The person who committed the crime may or may not be in this line-up and you should not feel compelled to choose anyone.
6. Regardless of whether you make an identification, we will continue to investigate this incident.
7. If you recognize anyone, please tell me which photograph you recognize and how or why you recognize the individual.
8. You should not discuss the identification procedure or its results with other eyewitnesses involved in the case and should not speak with the media regarding any identification you may make.
9. If you make an identification, I am required to ask you to state in your own words how certain you are of the identification.

I, _____, understand the above information.

Line-up administrator: _____

Order of photographs shown: _____

Statement of Victim/Witness:

On the ____ day of _____, 20____, at ____ o'clock ____m. I viewed a photo line-up. This line-up contained photographs of _____ persons.

☐ I did identify the person with the number ____.

Identification comments: Level of certainty:

Viewer's signature: _____

☐ I was unable to positively identify any of the persons in the line-up.

Viewer's signature: _____

Other persons in attendance during line-up, including any translator if used:

Name and address: _____

Name and address: _____



FIVE-YEAR CAPITAL IMPROVEMENTS PLAN FYE 2022 - 2026

CAPITAL IMPROVEMENTS PROGRAM

"A capital improvements program is a schedule of one time municipal expenditures for major facilities, along with cost estimates and sources of financing. The purpose of the CIP is to establish an orderly plan for setting priorities and offering a means of analyzing the city's ability to pay for the acquisition or construction of facilities to meet long-range community needs."

CAPITAL IMPROVEMENT PRIORITY PROJECTS			ESTIMATE	FYE	FYE	FYE	FYE	FYE
FUND	DEPT	DESCRIPTION	D COST	2022	2023	2024	2025	2026
	ECODEV							
			-	-	-	-	-	-
		TOTAL STREETS	-	-	-	-	-	-
	DOWNTOWN							
200/300	STREET	DOWNTOWN REVITALIZATION	1,579,355	-	-	-	-	-
		TOTAL STREETS	1,579,355	-	-	-	-	-
	PUBLIC WORKS							
100	STREET	STREET PROJECTS PER 2019 BOND	3,408,065	3,408,065		-		
100	STREET	OTHER STREETS PROJECTS PER INTERNAL ASSESSEMENT	6,517,000	-	423,000	-	506,000	5,588,000
		TOTAL STREETS	9,925,065	3,408,065	423,000	-	506,000	5,588,000
100	EQUIPMENT	MAINTENANCE EQUIPMENT PER INTERNAL ASSESSMENT	507,000	327,000	152,000	28,000	-	-
100	FLEET	PASSENGER VEHICLES PER INTERNAL ASSESSMENT	651,000	296,000	175,000	-	-	180,000
100	FACILITIES	FACILITIES PROJECTS PER INTERNAL ASSESSEMENT	122,000	122,000	-	-	-	-
		TOTAL PUBLIC WORKS	11,205,065	4,153,065	750,000	28,000	506,000	5,768,000
	POLICE							
100	EQUIPMENT	EQUIPMENT PER INTERNAL ASSESSMENT	75,000	-	50,000	-	25,000	-
100	FLEET	PASSENGER VEHICLES PER INTERNAL ASSESSMENT	370,000	100,000	50,000	110,000	110,000	-
100	FACILITIES	FACILITIES PROJECTS PER INTERNAL ASSESSEMENT	25,000	25,000	-	-	-	-
		TOTAL POLICE	470,000	125,000	100,000	110,000	135,000	-
	ANIMAL CTRL							
100	FLEET	PASSENGER VEHICLES PER INTERNAL ASSESSMENT	50,000	50,000	-	-	-	-
		TOTAL ANIMAL CTRL	50,000	50,000	-	-	-	-
	FIRE							
100	EQUIPMENT	EQUIPMENT PER INTERNAL ASSESSMENT	500,000	500,000	-	-	130,000	84,000
100	FLEET	PASSENGER VEHICLES PER INTERNAL ASSESSMENT	80,000	-	-	-	80,000	-
		TOTAL FIRE	580,000	500,000	-	-	210,000	84,000
		GRAND TOTAL	13,884,420	4,778,065	850,000	138,000	851,000	5,852,000

CAPITAL IMPROVEMENT PRIORITY PROJECTS			ESTIMATED COST	FYE 2022	FYE 2023	FYE 2024	FYE 2025	FYE 2026	CIP SCORE
FUND	DEPT	DESCRIPTION <i>*Per Nov 2019 Bond Election</i>							
	<u>JOSHUA ST.</u>								
700	ECODEV	PUBLIC IMPROVEMENTS in TIF#1	-	-	-	-	-	-	
Economic Development Project			-	-	-	-	-	-	
	<u>PARKS</u>								
700	N/A	IMPROVEMENTS BASEBALL FIELDS	-	-	-	-	-	-	
Economic Development Project			-	-	-	-	-	-	
	<u>DOWNTOWN</u>								
TBD	STREET	PAVING/STREETSCAPE	-	-	-	-	-	-	
TBD	STREET	SHRUBS/LANDSCAPE	306,985	-	-	-	-	-	
TBD	STREET	IRRIGATION	-	-	-	-	-	-	
TBD	STREET	UTILITIES	1,272,370	-	-	-	-	-	
TBD	STREET	FURNITURE/FIXTURES	-	-	-	-	-	-	
Downtown Revitalization			1,579,355	-	-	-	-	-	
	<u>PUBLIC WORKS</u>								
100	STREET	CADDO ST RECONSTRUCTION*	788,000	788,000	-	-	-	-	7
100	STREET	E. 4TH ST RECONSTRUCTION*	308,000	-	-	-	308,000	-	7
100	STREET	THOMAS ST RECONSTRUCTION*	198,000	-	-	-	198,000	-	7
100	STREET	MCMILLIAN ST RECONSTRUCTION*	400,000	400,000	-	-	-	-	6
100	STREET	N. MAIN ST RECONSTRUCTION*	108,000	108,000	-	-	-	-	6
100	STREET	WOODOAK DR RECONSTRUCTION*	423,000	-	423,000	-	-	-	6
100	STREET	LINDA ST RECONSTRUCTION	191,000	191,000	-	-	-	-	7
100	STREET	PAULA ST RECONSTRUCTION	237,000	237,000	-	-	-	-	7
100	STREET	BALDWIN DR RECONSTRUCTION	184,000	184,000	-	-	-	-	6
100	STREET	COBB DR RECONSTRUCTION	229,000	229,000	-	-	-	-	6
100	STREET	COUNTRY CLUB DR RECONSTRUCTION	993,000	993,000	-	-	-	-	6
100	STREET	HENDERSON ST RECONSTRUCTION	287,000	287,000	-	-	-	-	6
100	STREET	HUNTERSWOOD CT RECONSTRUCTION	80,000	80,000	-	-	-	-	6
100	STREET	LAKEAIRE DR RECONSTRUCTION	227,000	227,000	-	-	-	-	6
100	STREET	RUNNINGBROOK DR RECONSTRUCTION	974,000	974,000	-	-	-	-	6
100	STREET	STADIUM DR RECONSTRUCTION	333,000	333,000	-	-	-	-	6
100	STREET	6TH ST (19-21)	165,000					165,000	

100	STREET	<u>BIG SPRING (34)</u>	88,000					88,000	
100	STREET	<u>BLUEBIRD CT (37)</u>	64,000					64,000	
100	STREET	<u>CARLOCK (60)</u>	74,000					74,000	
100	STREET	<u>CASA LINDA ST (61)</u>	81,000					81,000	
100	STREET	<u>CEDAR CREST ST (64-65)</u>	138,000					138,000	
100	STREET	<u>CRESENDO PL (82)</u>	57,000					57,000	
100	STREET	<u>GLENWOOD DR (98-100)</u>	286,000					286,000	
100	STREET	<u>GREENBRIAR DR (102-104)</u>	234,000					234,000	
100	STREET	<u>GREGORY ST (107)</u>	220,000					220,000	
100	STREET	<u>CR 904 (48,49)</u>	14,000					14,000	
100	STREET	<u>CR 909 (51-53)</u>	710,000					710,000	
100	STREET	<u>CR 1022 (54)</u>	25,000					25,000	
100	STREET	<u>CR 1023 (55-57)</u>	698,000					698,000	
100	STREET	<u>LONESTAR ST (134-136)</u>	97,000					97,000	
100	STREET	<u>MURRY ST (145)</u>	96,000					96,000	
100	STREET	<u>OAK HILL DR (150)</u>	113,000					113,000	
100	STREET	<u>OAK LANE (151)</u>	117,000					117,000	
100	STREET	<u>OLD WELL CT (156)</u>	48,000					48,000	
100	STREET	<u>PLUM ST (163,164)</u>	106,000					106,000	
100	STREET	<u>RAMADA (165)</u>	68,000					68,000	
100	STREET	<u>SHADY GROVE CT (186)</u>	80,000					80,000	
100	STREET	<u>SHELBY (191)</u>	80,000					80,000	
100	STREET	<u>SPRING VALLEY (194)</u>	148,000					148,000	
100	STREET	<u>STADIUM (195)</u>	84,000					84,000	
100	STREET	<u>THOUSAND OAKS (204)</u>	189,000					189,000	
100	STREET	<u>TRAILWOOD DR (205-207)</u>	543,000					543,000	
100	STREET	<u>VALLEY VIEW DR (209)</u>	53,000					53,000	
100	STREET	<u>WAGONWHEEL RD (214)</u>	506,000					506,000	
100	STREET	<u>WOODHAVEN PL (222)</u>	54,000					54,000	
100	STREET	<u>LOUISE LN (137)</u>	37,000					37,000	
100	STREET	<u>ROARING SPRINGS (169-171)</u>	315,000					315,000	
100	STREET	<u>EDGEHILL DR (89)</u>	60,000	60,000					
100	STREET	<u>STADIUM DR</u>	50,000	50,000					

100	STREET	<u>S MAIN ST</u>	56,000	56,000					
			-						
100	EQUIPMENT	<u>TRACTOR/ROTARY BOOM MOWER #472</u>	152,000	152,000	-	-	-	-	6
100	EQUIPMENT	<u>COMPACT LOADER #423</u>			-				
100	EQUIPMENT	<u>EXCAVATOR #424</u>	130,000	130,000	-	-	-	-	6
100	EQUIPMENT	<u>DISTRIBUTOR #434</u>	28,000	-	-	28,000	-	-	6

100	EQUIPMENT	<u>MAXEY CRACKSEAL TRAILER #432</u>	45,000	45,000	-	-	-	-	6
100	EQUIPMENT	<u>FARM TRAC MOWER #441</u>	-	-	-	-	-	-	6
100	EQUIPMENT	<u>12 YD DUMP TRUCK #471</u>	120,000	120,000	-	-	-	-	6
100	EQUIPMENT	<u>NEW HOLLARD #422</u>	152,000	-	152,000	-	-	-	6
100	EQUIPMENT	<u>12 YD DUMP TRUCK #482</u>	120,000	-	120,000	-	-	-	6
100	FLEET	<u>HEAVY DUTY TRUCK #402</u>	55,000	55,000	-	-	-	-	6
100	FLEET	<u>DURAMAX #403</u>	180,000					180,000	
100	FLEET	<u>HEAVY DUTY TRUCK #404</u>	55,000	-	55,000	-	-	-	6
100	FLEET	<u>LIGHT DUTY TRUCK #473</u>	55,000	55,000	-	-	-	-	7
100	FLEET	<u>HEAVY DUTY TRUCK #481</u>	66,000	66,000	-	-	-	-	7
100	FACILITIES	<u>PUBLIC WORKS EQUIPMENT STORAGE</u>	122,000	122,000	-	-	-	-	6

TOTAL PUBLIC WORKS			12,994,000	5,942,000	750,000	28,000	506,000	5,768,000	
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	POLICE								
100	EQUIPMENT	<u>MOBILE RADIOS</u>	25,000	-	-	-	25,000	-	5
100	FLEET	<u>PATROL Veh 1</u>	50,000	50,000	-	-	-	-	7
100	FLEET	<u>PATROL Veh 2</u>	50,000	50,000	-	-	-	-	7
100	FLEET	<u>PATROL Veh 3</u>	50,000	-	50,000	-	-	-	5
100	FLEET	<u>PATROL Veh 4</u>	50,000	-	50,000	-	-	-	5
100	FLEET	<u>PATROL Veh 5</u>	50,000	-		50,000	-	-	5
100	FLEET	<u>PATROL Veh 6</u>	55,000	-	-	-	55,000	-	5
100	FLEET	<u>PATROL Veh 7</u>	55,000	-	-	-	55,000	-	5
100	FLEET	<u>PATROL Veh 8</u>	55,000	-	-	-	-	55,000	5
100	FLEET	<u>PATROL Veh 9</u>	55,000	-	-	-	-	55,000	5
100	FACILITIES	<u>FRONT PARKING LOT</u>	25,000	-	25,000	-	-	-	6

TOTAL POLICE			520,000	100,000	125,000	50,000	135,000	110,000	
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	ANIMAL CONTROL								
100	FLEET	AC Veh 1	50,000	50,000	-	-	-	-	5
TOTAL ANIMAL CONTROL			50,000	50,000	-	-	-	-	
	FIRE								
100	FLEET	MARSHALL M177	80,000	-		-	80,000	-	5
			-			-	-	-	
100	FLEET	BRUSH 177	130,000	-		-	130,000	-	8
100	FLEET	TINDER T177	500,000	500,000	-				6
100	FLEET	CARDIAC MONOTORS/DIFIBRILLATORS	84,000		-	-	-	84,000	6
TOTAL FIRE			794,000	500,000	-	-	210,000	84,000	
GRAND TOTAL			15,937,355	5,993,595	875,000	78,000	851,000	5,962,000	
Projects fully or partially funded and included in Proposed Budget									

JOSHUA STATION

[Capital Improvements Program](#)

Project Name	Public Improvements - TIF#1		
Department	N/A		
Fund	700		
Location	TX HWY174 & Joshua Station		
Description			
Justification			
Consequences of Not Funding			
Further delay in creation of new commercial economic development and increased sales tax base for the city.			
Costs		Projected FYE	
Category	Cost	☐	2022
Purchase	-	☐	2023
Construction	-	☐	2024
Other Costs	-	☐	2025
Total	-	☐	2026
Funding Sources			
Source	Amount		
External - (Type A EDC)	-		
Internal - (GF Restricted Reserves)	-		
Total	-		

DOWNTOWN

Capital Improvements Program

Project Name	Downtown Revitalization		
Department	Public Works		
Fund	TBD		
Location	Main Street		
Description			
Paving and Streetscape: Reinforced Concrete Paving, Broom finish; Sub Base Lime Stabalized Sub Base; Enhanced Concrete Paving w/Sub Base; 12" Concrete Curb & Gutter; Bike Lane			
Justification			
Per the 2017 Downtown Revitalization Plan			
Consequences of Not Funding			
Continued deterioration of area; lack of growth/renewal			
Costs		Projected FYE	
Category	Cost	☐	2021
Purchase	-	☐	2022
Construction	1,835,105	☐	2023
Other Costs	91,760	☐	2024
Total	1,926,865	☐	2025
Funding Sources			
Source	Amount		
External - (Source)	-		
Internal - (Source)	-		
Total	-		

Capital Improvements Program

Project Name	Downtown Revitalization		
Department	Public Works		
Fund	TBD		
Location	Main Street		
Description			
Shrubs and Landscaping: 4" caliper shade trees; 3 gal. shrubs; 1 gal. groundcover; Bermuda sod; Planting Soil.			
Justification			
Per the 2017 Downtown Revitalization Plan			
Consequences of Not Funding			
Continued deterioration of area; lack of growth/renewal			
Costs		Projected FYE	
Category	Cost	☐	2021
Purchase	-	☐	2022
Construction	292,365	☐	2023
Other Costs	14,620	☐	2024
Total	306,985	☐	2025
Funding Sources			
Source	Amount		
External - (Source)	-		
Internal - (Source)	-		
Total	-		

Capital Improvements Program

Project Name	Downtown Revitalization		
Department	Public Works		
Fund	TBD		
Location	Main Street		
Description			
Irrigation: Irrigation Controller; Meter Backflow; Drip Irrigation; Street Tree Irrigation (Mainline, Bubblers, Wiring)			
Justification			
Per the 2017 Downtown Revitalization Plan			
Consequences of Not Funding			
Continued deterioration of area; lack of growth/renewal			
Costs		Projected FYE	
Category	Cost	☐	2021
Purchase	-	☐	2020
Construction	83,095	☐	2023
Other Costs	4,155	☐	2024
Total	87,250	☐	2025
Funding Sources			
Source	Amount		
External - (Source)	-		
Internal - (Source)	-		
Total	-		

Capital Improvements Program

Project Name	Downtown Revitalization		
Department	Public Works		
Fund	TBD		
Location	Main Street		
Description			
Utilities: 12" sewer; 4' manhole; 12" water; 12" gate valve and box; fire hydrants; 6" gate valves and box; water services.			
Justification			
Per the 2017 Downtown Revitalization Plan			
Consequences of Not Funding			
Continued deterioration of area; lack of growth/renewal			
Costs		Projected FYE	
Category	Cost	☐	2021
Purchase	-	☐	2020
Construction	1,211,780	☐	2023
Other Costs	60,590	☐	2024
Total	1,272,370	☐	2025
Funding Sources			
Source	Amount		
External - (Source)	-		
Internal - (Source)	-		
Total	-		

Capital Improvements Program

Project Name	Downtown Revitalization
Department	Public Works
Fund	TBD
Location	Main Street

Description
Furniture/Fixtures: Bicycle racks; benches w/ backrest; trash receptacles; tree grates; 14' pedestrian light poles.

Justification
Per the 2017 Downtown Revitalization Plan

Consequences of Not Funding
Continued deterioration of area; lack of growth/renewal

Costs		Projected FYE	
Category	Cost	☐	
Purchase	-	☐	2021
Construction	732,590	☐	2022
Other Costs	36,630	☐	2023
Total	769,220	☐	2024
		☐	2025

Funding Sources	
Source	Amount
External - (Source)	-
Internal - (Source)	-
Total	-

PUBLIC WORKS

Capital Improvements Program

Project Name	Caddo
Department	Public Works
Fund	100
Location	Blocks 100-200, 300-400, 700

Description
Reconstruction of Caddo

Justification
Increasing rise in cost of needed repairs. Preventative maintenance measures have been exhausted. Needs to be constructed to our current standards to handle what traffic demands. Street has reached it's usable life.

Consequences of Not Funding
Street conditions will only get worse; potholes and deterioration of the surface causing more damage to vehicles.

Costs	
Category	Cost
Purchase	-
Construction	811,640
Other Costs	486,985
Total	1,298,625

Projected FYE	
☒	2022
☐	2023
☐	2024
☐	2025
☐	2026

Funding Sources	
Source	Amount
External - (2019 Bond, Dev. Fees)	1,206,800
Internal - (General Revenues)	91,825
Total	1,298,625

Capital Improvements Program

Project Name	E. 4th Street
Department	Public Works
Fund	100
Location	Blocks 500-600

Description
Reconstruction of E. 4th Street

Justification
Increasing rise in cost of needed repairs. Preventative maintenance measures have been exhausted. Needs to be constructed to our current standards to handle what traffic demands. Street has reached it's usable life.

Consequences of Not Funding
Street conditions will only get worse; potholes and deterioration of the surface causing more damage to vehicles.

Costs	
Category	Cost
Purchase	-
Construction	216,300
Other Costs	129,780
Total	346,080

Projected FYE	
☒	2022
☐	2023
☐	2024
☐	2025
☐	2026

Funding Sources	
Source	Amount
External - (2019 Bond)	336,000
Internal - (General Revenues)	10,080
Total	346,080

Capital Improvements Program

Project Name	Thomas Street
Department	Public Works
Fund	100
Location	Blocks 100-200

Description
Reconstruction of Thomas Street

Justification
Increasing rise in cost of needed repairs. Preventative maintenance measures have been exhausted. Needs to be constructed to our current standards to handle what traffic demands. Street has reached it's usable life.

Consequences of Not Funding
Street conditions will only get worse; potholes and deterioration of the surface causing more damage to vehicles.

Costs		Projected FYE	
Category	Cost	☒	2022
Purchase	-	☐	2023
Construction	150,380	☐	2024
Other Costs	90,230	☐	2025
Total	240,610	☐	2026

Funding Sources	
Source	Amount
External - (2019 Bond)	233,600
Internal - (General Revenues)	7,010
Total	240,610

Capital Improvements Program

Project Name	McMillian Street
Department	Public Works
Fund	100
Location	From HWY 174 to Bentley Dr.

Description
Reconstruction of McMillian Street

Justification
Increasing rise in cost of needed repairs. Preventative maintenance measures have been exhausted. Needs to be constructed to our current standards to handle what traffic demands. Street has reached it's usable life.

Consequences of Not Funding
Street conditions will only get worse; potholes and deterioration of the surface causing more damage to vehicles.

Costs		Projected FYE	
Category	Cost	☒	2022
Purchase	-	☐	2023
Construction	248,230	☐	2024
Other Costs	148,940	☐	2025
Total	397,170	☐	2026

Funding Sources	
Source	Amount
External - (2019 Bond)	385,600
Internal - (General Revenues)	11,570
Total	397,170

Capital Improvements Program

Project Name	N. Main Street
Department	Public Works
Fund	100
Location	Blocks 500-600, 800-1500

Description
Reconstruction of N. Main Street

Justification
Increasing rise in cost of needed repairs. Preventative maintenance measures have been exhausted. Needs to be constructed to our current standards to handle what traffic demands. Street has reached it's usable life.

Consequences of Not Funding
Street conditions will only get worse; potholes and deterioration of the surface causing more damage to vehicles.

Costs		Projected FYE	
Category	Cost	☒	2022
Purchase	-	☐	2023
Construction	1,102,100	☐	2024
Other Costs	661,260	☐	2025
Total	1,763,360	☐	2026

Funding Sources	
Source	Amount
External - (2019 Bond)	1,712,000
Internal - (General Revenues)	51,360
Total	1,763,360

Capital Improvements Program

Project Name	Woodoak Drive
Department	Public Works
Fund	100
Location	Block 100

Description
Reconstruction of Woodoak Drive

Justification
Increasing rise in cost of needed repairs. Preventative maintenance measures have been exhausted. Needs to be constructed to our current standards to handle what traffic demands. Street has reached it's usable life.

Consequences of Not Funding
Street conditions will only get worse; potholes and deterioration of the surface causing more damage to vehicles.

Costs		Projected FYE	
Category	Cost	☒	2022
Purchase	-	☐	2023
Construction	267,800	☐	2024
Other Costs	160,680	☐	2025
Total	428,480	☐	2026

Funding Sources	
Source	Amount
External - (2019 Bond)	416,000
Internal - (General Revenues)	12,480
Total	428,480

Capital Improvements Program

Project Name	Linda Street
Department	Public Works
Fund	100
Location	Blocks 600-700

Description
Reconstruction of Linda Street

Justification
Increasing rise in cost of needed repairs. Preventative maintenance measures have been exhausted. Needs to be constructed to our current standards to handle what traffic demands. Street has reached it's usable life.

Consequences of Not Funding
Street conditions will only get worse; potholes and deterioration of the surface causing more damage to vehicles.

Costs	
Category	Cost
Purchase	-
Construction	140,080
Other Costs	84,050
Total	224,130

Projected FYE	
☐	2022
☐	2023
☐	2024
☒	2026
☐	2026

Funding Sources	
Source	Amount
External - (Source)	-
Internal - (Source)	-
Total	-

Capital Improvements Program

Project Name	Paula Drive
Department	Public Works
Fund	100
Location	Blocks 100-200

Description
Reconstruction of Paula Drive

Justification
Increasing rise in cost of needed repairs. Preventative maintenance measures have been exhausted. Needs to be constructed to our current standards to handle what traffic demands. Street has reached it's usable life.

Consequences of Not Funding
Street conditions will only get worse; potholes and deterioration of the surface causing more damage to vehicles.

Costs	
Category	Cost
Purchase	-
Construction	163,770
Other Costs	98,265
Total	262,035

Projected FYE	
☐	2022
☐	2023
☐	2024
☒	2025
☐	2026

Funding Sources	
Source	Amount
External - (Source)	-
Internal - (Source)	-
Total	-

Capital Improvements Program

Project Name	Baldwin Drive
Department	Public Works
Fund	100
Location	Block 400

Description
Reconstruction of Baldwin Drive

Justification
Increasing rise in cost of needed repairs. Preventative maintenance measures have been exhausted. Needs to be constructed to our current standards to handle what traffic demands. Street has reached it's usable life.

Consequences of Not Funding
Street conditions will only get worse; potholes and deterioration of the surface causing more damage to vehicles.

Costs	
Category	Cost
Purchase	-
Construction	136,990
Other Costs	82,195
Total	219,185

Projected FYE	
☐	2022
☐	2023
☐	2024
☒	2025
☐	2026

Funding Sources	
Source	Amount
External - (Source)	-
Internal - (Source)	-
Total	-

Capital Improvements Program

Project Name	Cobb Drive
Department	Public Works
Fund	100
Location	Blocks 100-300

Description
Reconstruction of Cobb Drive

Justification
Increasing rise in cost of needed repairs. Preventative maintenance measures have been exhausted. Needs to be constructed to our current standards to handle what traffic demands. Street has reached it's usable life.

Consequences of Not Funding
Street conditions will only get worse; potholes and deterioration of the surface causing more damage to vehicles.

Costs	
Category	Cost
Purchase	-
Construction	167,890
Other Costs	100,735
Total	268,625

Projected FYE	
☐	2022
☐	2023
☐	2024
☒	2025
☐	2026

Funding Sources	
Source	Amount
External - (Source)	-
Internal - (Source)	-
Total	-

Capital Improvements Program

Project Name	Country Club Drive
Department	Public Works
Fund	100
Location	Blocks 100, 900 to dead-end

Description
Reconstruction of Country Club Drive

Justification
Increasing rise in cost of needed repairs. Preventative maintenance measures have been exhausted. Needs to be constructed to our current standards to handle what traffic demands. Street has reached it's usable life.

Consequences of Not Funding
Street conditions will only get worse; potholes and deterioration of the surface causing more damage to vehicles.

Costs	
Category	Cost
Purchase	-
Construction	712,760
Other Costs	427,660
Total	1,140,420

Projected FYE	
☐	2022
☐	2023
☐	2024
☒	2025
☒	2026

Funding Sources	
Source	Amount
External - (Source)	-
Internal - (Source)	-
Total	-

Capital Improvements Program

Project Name	Henderson Street
Department	Public Works
Fund	100
Location	Blocks 621-639

Description
Reconstruction of Henderson Street

Justification
Increasing rise in cost of needed repairs. Preventative maintenance measures have been exhausted. Needs to be constructed to our current standards to handle what traffic demands. Street has reached it's usable life.

Consequences of Not Funding
Street conditions will only get worse; potholes and deterioration of the surface causing more damage to vehicles.

Costs	
Category	Cost
Purchase	-
Construction	202,910
Other Costs	121,750
Total	324,660

Projected FYE	
☐	2022
☐	2023
☐	2024
☒	2025
☐	2026

Funding Sources	
Source	Amount
External - (Source)	-
Internal - (Source)	-
Total	-

Capital Improvements Program

Project Name	Hunterswood Court
Department	Public Works
Fund	100
Location	Block 5000

Description
Reconstruction of Hunterswood Court

Justification
Increasing rise in cost of needed repairs. Preventative maintenance measures have been exhausted. Needs to be constructed to our current standards to handle what traffic demands. Street has reached it's usable life.

Consequences of Not Funding
Street conditions will only get worse; potholes and deterioration of the surface causing more damage to vehicles.

Costs	
Category	Cost
Purchase	-
Construction	78,280
Other Costs	46,970
Total	125,250

Projected FYE	
☒	2022
☐	2023
☐	2024
☐	2025
☐	2026

Funding Sources	
Source	Amount
External - (Source)	-
Internal - (General Revenues)	125,250
Total	125,250

Capital Improvements Program

Project Name	Lakeaire Drive
Department	Public Works
Fund	100
Location	Blocks 100-200

Description
Reconstruction of Lakeaire Drive

Justification
Increasing rise in cost of needed repairs. Preventative maintenance measures have been exhausted. Needs to be constructed to our current standards to handle what traffic demands. Street has reached it's usable life.

Consequences of Not Funding
Street conditions will only get worse; potholes and deterioration of the surface causing more damage to vehicles.

Costs	
Category	Cost
Purchase	-
Construction	163,770
Other Costs	98,265
Total	262,035

Projected FYE	
☐	2022
☐	2023
☐	2024
☒	2025
☐	2026

Funding Sources	
Source	Amount
External - (Source)	-
Internal - (Source)	-
Total	-

Capital Improvements Program

Project Name	Runningbrook Drive
Department	Public Works
Fund	100
Location	Blocks 2000, 3000-5000

Description
Reconstruction of Runningbrook Drive

Justification
Increasing rise in cost of needed repairs. Preventative maintenance measures have been exhausted. Needs to be constructed to our current standards to handle what traffic demands. Street has reached it's usable life.

Consequences of Not Funding
Street conditions will only get worse; potholes and deterioration of the surface causing more damage to vehicles.

Costs	
Category	Cost
Purchase	-
Construction	644,780
Other Costs	386,870
Total	1,031,650

Projected FYE	
☐	2022
☐	2023
☐	2024
☒	2025
☐	2026

Funding Sources	
Source	Amount
External Funding - (Bond)	-
Internal - (Source)	-
Total	-

Capital Improvements Program

Project Name	Stadium Drive
Department	Public Works
Fund	100
Location	Blocks 1000-1200

Description
Reconstruction of Stadium Drive

Justification
Increasing rise in cost of needed repairs. Preventative maintenance measures have been exhausted. Needs to be constructed to our current standards to handle what traffic demands. Street has reached it's usable life.

Consequences of Not Funding
Street conditions will only get worse; potholes and deterioration of the surface causing more damage to vehicles.

Costs	
Category	Cost
Purchase	-
Construction	109,180
Other Costs	65,510
Total	174,690

Projected FYE	
☐	2022
☐	2023
☐	2024
☒	2025
☐	2026

Funding Sources	
Source	Amount
External - (Source)	-
Internal - (Source)	-
Total	-

Capital Improvements Program

Project Name	Tractor/Rotary Boom Mower
Department	Public Works
Fund	100
Location	N/A

Description
Tractor and rotary boom mower. This is a two piece unit. This unit performs a variety of task from mowing, tree trimming/removal and cleaning of drainage swales. This unit can be trailered or road driven to job site.

Justification
This unit will expedite routine maintenance on drainage easements and mowing of city ROW's requiring less man hours to complete work task. The boom mower on this unit will navigate into difficult to reach areas "steep slopes" which are a hazard for work crews.

Consequences of Not Funding
Unable to perform work task's at hand.

Costs	
Category	Cost
Purchase	152,000
Construction	-
Other Costs	-
Total	152,000

Projected FYE	
☒	2022
☐	2023
☐	2024
☐	2025
☐	2026

Funding Sources	
Source	Amount
External - (Source)	-
Internal - (General Revenues)	152,000
Total	152,000

Capital Improvements Program

Project Name	
Department	
Fund	
Location	

Description

Justification

Consequences of Not Funding
Unable to perform work task's at hand.

Costs	
Category	Cost
Purchase	-
Construction	-
Other Costs	-
Total	-

Projected FYE	
☒	2022
☐	2023
☐	2024
☐	2025
☐	2026

Funding Sources	
Source	Amount
External - (Source)	-
Internal - (General Revenues)	-
Total	-

Capital Improvements Program

Project Name	Excavator Unit 424
Department	Public Works
Fund	100
Location	N/A

Description
Excavator. This unit serves a variety of services from reconditioning drainage swales, asphalt street repairs, setting new and maintaining existing drainage culverts. This unit must be trailered to work site by dump truck.

Justification
Older models require more maintenance. Older Machine fatigue slows work process. Parts for equipment becoming obsolete. Machine breakdowns becoming more frequent which leads to downtime for work crews.

Consequences of Not Funding
Unable to perform work task's at hand.

Costs		Projected FYE	
Category	Cost	☒	2022
Purchase	130,000	☐	2023
Construction	-	☐	2024
Other Costs	-	☐	2025
Total	130,000	☐	2026

Funding Sources	
Source	Amount
External - (Source)	-
Internal - (General Revenues)	130,000
Total	130,000

Capital Improvements Program

Project Name	
Department	
Fund	
Location	

Description

Justification

Consequences of Not Funding

Costs		Projected FYE	
Category	Cost	☐	2021
Purchase		☐	2020
Construction	-	☐	2023
Other Costs	-	☐	2024
Total	-	☐	2025

Funding Sources	
Source	Amount
External - (Source)	
Internal - (Source)	-
Total	-

Capital Improvements Program

Project Name	12 yd. Dumptruck Unit 471
Department	Public Works
Fund	100
Location	N/A

Description
12 Yard End Dump Truck

Justification
Older models require more mainteance. Older Machine fatigue slows work process. Parts for equipment becoming obsolete. Machine breakdowns becoming more frequent which leads to downtime for work crews.

Consequences of Not Funding
Increasing cost of routine maintenance diverts funds from other projects during the fiscal year. The older each unit gets, the repair and maintenance cost rise exponentially.

Costs		Projected FYE	
Category	Cost	☒	2022
Purchase	170,000	☐	2023
Construction	-	☐	2024
Other Costs	-	☐	2025
Total	170,000	☐	2026

Funding Sources	
Source	Amount
External - (Source)	-
Internal - (General Revenues)	120,000
Total	120,000

Capital Improvements Program

Project Name	
Department	
Fund	
Location	

Description

Justification

Consequences of Not Funding

Costs		Projected FYE	
Category	Cost	☐	2021
Purchase	-	☐	2022
Construction	-	☐	2023
Other Costs	-	☐	2024
Total	-	☒	2025

Funding Sources	
Source	Amount
External - (Source)	-
Internal - (General Revenues)	-
Total	-

Capital Improvements Program

Project Name	12 yd. Dumptruck Unit 482
Department	Public Works
Fund	100
Location	N/A

Description
12 Yard End Dump Truck

Justification
Older models require more mainteance. Older Machine fatigue slows work process. Parts for equipment becoming obsolete. Machine breakdowns becoming more frequent which leads to downtime for work crews.

Consequences of Not Funding
Increasing cost of routine maintenance diverts funds from other projects during the fiscal year. The older each unit gets, the repair and maintenance cost rise exponentially.

Costs		Projected FYE	
Category	Cost	☐	2022
Purchase	170,000	☒	2023
Construction	-	☐	2024
Other Costs	-	☐	2025
Total	170,000	☐	2026

Funding Sources	
Source	Amount
External - (Source)	-
Internal - (General Revenues)	120,000
Total	120,000

Capital Improvements Program

Project Name	Heavy Duty Truck Unit 402
Department	Public Works
Fund	100
Location	N/A

Description
2006 F-250. This vehicle is used to transport construction signs, street cut saw and crew-member(s) to jobsite. Street saw must be trailered to site.

Justification
Older models require more maintenance. Parts for unit becoming obsolete. Vehicle breakdowns becoming more frequent which leads to downtime for work crews. Vehicle has surpassed it's usable life

Consequences of Not Funding
Increasing cost of routine maintenance diverts funds from other projects during the fiscal year. The older each unit gets, the repair and maintenance cost rise exponentially.Unable to perform work task at hand.

Costs		Projected FYE	
Category	Cost	☒	2022
Purchase	55,000	☐	2023
Construction	-	☐	2024
Other Costs	-	☐	2025
Total	55,000	☐	2026

Funding Sources	
Source	Amount
External - (Source)	-
Internal - (General Revenues)	55,000
Total	55,000

Capital Improvements Program

Project Name	Heavy Duty Truck Unit 404
Department	Public Works
Fund	100
Location	N/A

Description
2010 F-250. This vehicle is used to transport construction signage, equipment, trailers, hand tools and crew-member(s). Hauls materials that maybe needed for on the spot repair work of potholes and traffic signs.

Justification
Older models require more mainteance. Older Machine fatigue slows work process. Parts for equipment becoming obsolete. Machine breakdowns becoming more frequent which leads to downtime for work crews.

Consequences of Not Funding
Older models require more mainteance. Older Machine fatigue slows work process. Parts for equipment becoming obsolete. Machine breakdowns

Costs		Projected FYE	
Category	Cost	☐	2022
Purchase	55,000	☒	2023
Construction	-	☐	2024
Other Costs	-	☐	2025
Total	55,000	☐	2026

Funding Sources	
Source	Amount
External - (Source)	-
Internal - (General Revenues)	55,000
Total	55,000

Capital Improvements Program

Project Name	Light Duty Truck Unit 473
Department	Public Works
Fund	100
Location	N/A

Description
2002 F-150. This vehicle is used for parts pick-up and delivery of light equipment for service.

Justification
Older models require more mainteance. Older Machine fatigue slows work process. Parts for equipment becoming obsolete. Machine breakdowns becoming more frequent which leads to downtime for work crews.

Consequences of Not Funding
Increasing cost of routine maintenance diverts funds from other projects during the fiscal year. The older each unit gets, the repair and maintenance cost rise

Costs		Projected FYE	
Category	Cost	☒	2022
Purchase	55,000	☐	2023
Construction	-	☐	2024
Other Costs	-	☐	2025
Total	55,000	☐	2026

Funding Sources	
Source	Amount
External - (Source)	-
Internal - (General Revenues)	55,000
Total	55,000

Capital Improvements Program

Project Name	Heavy Duty Truck Unit 404
Department	Public Works
Fund	100
Location	N/A

Description
2010 F-250. This vehicle is used to transport construction signage, equipment, trailers, hand tools and crew-member(s). Hauls materials that maybe needed for on the spot repair work of potholes and traffic signs.

Justification
Older models require more mainteance. Older Machine fatigue slows work process. Parts for equipment becoming obsolete. Machine breakdowns becoming more frequent which leads to downtime for work crews.

Consequences of Not Funding
Older models require more mainteance. Older Machine fatigue slows work process. Parts for equipment becoming obsolete. Machine breakdowns

Costs		Projected FYE	
Category	Cost	☐	2022
Purchase	55,000	☒	2023
Construction	-	☐	2024
Other Costs	-	☐	2025
Total	55,000	☐	2026

Funding Sources	
Source	Amount
External - (Source)	-
Internal - (General Revenues)	55,000
Total	55,000

Project Name
Department
Fund
Location

Category	
Purchase	
Construction	
Other Costs	
Total	

Source	
External - (Source)	
Internal - (General Revenues)	
Total	

Capital Improvements Program

Heavy Duty Truck Unit 481
Public Works
100
N/A

Description

Justification

Consequences of Not Funding

Costs	Projected FYE	
Cost	☒	2022
66,000	☐	2023
-	☐	2024
-	☐	2025
66,000	☐	2026

Funding Sources	
	Amount
ce)	-
al Revenues)	66,000
	66,000

Capital Improvements Program

Project Name	Clubhouse DR/ Village Creek Drainage Improvements
Department	Public Works
Fund	100
Location	Clubhouse DR/ Village Creek

Description
Improvements to Stormwater Drainage

Justification
Install culverts to handle the volume of stormwater that overcomes the road during flooding rain.

Consequences of Not Funding
Continue to pay storage fees on box culverts already purchased. Temporary patch on street is showing fatigue and is allowing water to infiltrate to subgrade causing more damage to existing concrete street. Water will continue to overcome the street during flooding rain.

Costs		Projected FYE	
Category	Cost		
Purchase	-	☐	2022
Construction	302,305	☐	2023
Other Costs	-	☒	2024
		☐	2025
Total	302,305	☐	2026

Funding Sources	
Source	Amount
External - (2010 Bond)	302,305
Internal - (Source)	-
Total	302,305

Capital Improvements Program

Project Name	Service Center
Department	Public Works
Fund	100
Location	104 W. 12th Street

Description
Vehicle Awning and Service Center Concrete Paving

Justification
Currently the Public Works department has no storage space available to protect vehicles from extreme weather conditions. Lack of at least overheard protection exposes vehicles to sunlight, heat and hail damage year round.

Consequences of Not Funding
Risk of vehicle damage due to inclement weather resulting in an increased cost of routine maintenance.

Costs		Projected FYE	
Category	Cost		
Purchase		☒	2022
Construction	122,000	☐	2023
Other Costs	-	☐	2024
		☐	2025
Total	122,000	☐	2026

Funding Sources	
Source	Amount
External - (Source)	-
Internal - (General Revenues)	122,000
Total	122,000

POLICE

Capital Improvements Program

Project Name	
Department	Police
Fund	100
Location	N/A

Description

Justification

Consequences of Not Funding

Costs		Projected FYE	
Category	Cost	☐	2021
Purchase	-	☐	2022
Construction	-	☐	2023
Other Costs	-	☐	2024
Total	-	☒	2025

Funding Sources	
Source	Amount
External - (Source)	-
Internal - (General Revenues)	-
Total	-

Capital Improvements Program

Project Name	Patrol Veh 1
Department	Police
Fund	100
Location	N/A

Description
Rep 2007 Chev 129K mi 04/2020

Justification
Police fleet vehicles are driven particularly hard and fleet usage is mission-critical for the department. The unpredictable costs of maintenance, down time, and decreased performance associated with higher-mileage older vehicles results in a higher probability the vehicle will not be available when they are not repurposed or replaced. The Police Department has implemented a strategy in which the goal is to move vehicles from primary patrol use to a less taxing role as a reserve and administrative vehicle until the end of its useful police service life. The strategy is to begin rotation out of the patrol fleet by the time the vehicle reaches 100,000 miles and to remove the vehicle from the fleet by 120,000 miles.

Consequences of Not Funding
Increasing cost of routine maintenance diverts funds from other projects during the fiscal year. The older each unit gets, the repair and maintenance cost rise exponentially.

Costs		Projected FYE	
Category	Cost	☒	2022
Purchase	45,000	☐	2023
Construction	-	☐	2024
Other Costs	5,000	☐	2025
Total	50,000	☐	2026

Funding Sources	
Source	Amount
External - (Source)	-
Internal Fundig - (General Revenues)	50,000
Total	50,000

Capital Improvements Program

Project Name	Patrol Veh 2
Department	Police
Fund	100
Location	N/A

Description	
Replace 2010 Chev w/127K mi 4/2020	

Justification
Police fleet vehicles are driven particularly hard and fleet usage is mission-critical for the department. The unpredictable costs of maintenance, down time, and decreased performance associated with higher-mileage older vehicles results in a higher probability the vehicle will not be available when they are not repurposed or replaced. The Police Department has implemented a strategy in which the goal is to move vehicles from primary patrol use to a less taxing role as a reserve and administrative vehicle until the end of its useful police service life. The strategy is to begin rotation out of the patrol fleet by the time the vehicle reaches 100,000 miles and to remove the vehicle from the fleet by 120,000 miles.

Consequences of Not Funding
Increasing cost of routine maintenance diverts funds from other projects during the fiscal year. The older each unit gets, the repair and maintenance cost rise exponentially.

Costs		Projected FYE	
Category	Cost	☒	2022
Purchase	45,000	☐	2023
Construction	-	☐	2024
Other Costs	5,000	☐	2025
Total	50,000	☐	2026

Funding Sources	
Source	Amount
External - (Source)	-
Internal - (General Revenues)	50,000

Capital Improvements Program

Project Name	Patrol Veh 3
Department	Police
Fund	100
Location	N/A

Description
Replace 2013 Chev w/93K mi 4/2020

Justification
Police fleet vehicles are driven particularly hard and fleet usage is mission-critical for the department. The unpredictable costs of maintenance, down time, and decreased performance associated with higher-mileage older vehicles results in a higher probability the vehicle will not be available when they are not repurposed or replaced. The Police Department has implemented a strategy in which the goal is to move vehicles from primary patrol use to a less taxing role as a reserve and administrative vehicle until the end of its useful police service life. The strategy is to begin rotation out of the patrol fleet by the time the vehicle reaches 100,000 miles and to remove the vehicle from the fleet by 120,000 miles.

Consequences of Not Funding
Increasing cost of routine maintenance diverts funds from other projects during the fiscal year. The older each unit gets, the repair and maintenance cost rise exponentially.

Costs	
Category	Cost
Purchase	45,000
Construction	-
Other Costs	5,000
Total	50,000

Projected FYE	
☐	2022
☒	2023
☐	2024
☐	2025
☐	2026

Funding Sources	
Source	Amount
External - (Source)	-
Internal - (General Revenues)	50,000

Total	50,000
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Total	50,000
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Capital Improvements Program

Project Name	Patrol Veh 4
Department	Police
Fund	100
Location	N/A

Description
Replace 2016 Ford 48K 4/2020

Justification
Police fleet vehicles are driven particularly hard and fleet usage is mission-critical for the department. The unpredictable costs of maintenance, down time, and decreased performance associated with higher-mileage older vehicles results in a higher probability the vehicle will not be available when they are not repurposed or replaced. The Police Department has implemented a strategy in which the goal is to move vehicles from primary patrol use to a less taxing role as a reserve and administrative vehicle until the end of its useful police service life. The strategy is to begin rotation out of the patrol fleet by the time the vehicle reaches 100,000 miles and to remove the vehicle from the fleet by 120,000 miles.

Consequences of Not Funding
Increasing cost of routine maintenance diverts funds from other projects during the fiscal year. The older each unit gets, the repair and maintenance cost rise exponentially.

Costs	
Category	Cost
Purchase	45,000
Construction	-
Other Costs	5,000
Total	50,000

Projected FYE	
☐	2022
☒	2023
☐	2024
☐	2025
☐	2026

Funding Sources	
Source	Amount
External - (Source)	-
Internal - (General Revenues)	50,000

Capital Improvements Program

Project Name	Patrol Veh 5
Department	Police
Fund	100
Location	N/A

Description
Replace 2017 Ford 45K 04/2020

Justification
Police fleet vehicles are driven particularly hard and fleet usage is mission-critical for the department. The unpredictable costs of maintenance, down time, and decreased performance associated with higher-mileage older vehicles results in a higher probability the vehicle will not be available when they are not repurposed or replaced. The Police Department has implemented a strategy in which the goal is to move vehicles from primary patrol use to a less taxing role as a reserve and administrative vehicle until the end of its useful police service life. The strategy is to begin rotation out of the patrol fleet by the time the vehicle reaches 100,000 miles and to remove the vehicle from the fleet by 120,000 miles.

Consequences of Not Funding
Increasing cost of routine maintenance diverts funds from other projects during the fiscal year. The older each unit gets, the repair and maintenance cost rise exponentially.

Costs	
Category	Cost
Purchase	45,000
Construction	-
Other Costs	5,000
Total	50,000

Projected FYE	
☐	2022
☐	2023
☒	2024
☐	2025
☐	2026

Funding Sources	
Source	Amount
External - (Source)	-
Internal - (General Revenues)	50,000

Total	50,000
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Total	50,000
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Capital Improvements Program

Project Name	Patrol Veh 6
Department	Police
Fund	100
Location	N/A

Description
Replace 2019 Ford 21K mi. 04/2020

Justification
Police fleet vehicles are driven particularly hard and fleet usage is mission-critical for the department. The unpredictable costs of maintenance, down time, and decreased performance associated with higher-mileage older vehicles results in a higher probability the vehicle will not be available when they are not repurposed or replaced. The Police Department has implemented a strategy in which the goal is to move vehicles from primary patrol use to a less taxing role as a reserve and administrative vehicle until the end of its useful police service life. The strategy is to begin rotation out of the patrol fleet by the time the vehicle reaches 100,000 miles and to remove the vehicle from the fleet by 120,000 miles.

Consequences of Not Funding
Increasing cost of routine maintenance diverts funds from other projects during the fiscal year. The older each unit gets, the repair and maintenance cost rise exponentially.

Costs		Projected FYE	
Category	Cost	☐	2022
Purchase	50,000	☐	2023
Construction	-	☐	2024
Other Costs	5,000	☒	2025
Total	55,000	☐	2026

Funding Sources	
Source	Amount
External - (Source)	-
Internal - (General Revenues)	50,000

Capital Improvements Program

Project Name	Patrol Veh 7
Department	Police
Fund	100
Location	N/A

Description
Rep 2020 Chev 000 mi 4/2020

Justification
Police fleet vehicles are driven particularly hard and fleet usage is mission-critical for the department. The unpredictable costs of maintenance, down time, and decreased performance associated with higher-mileage older vehicles results in a higher probability the vehicle will not be available when they are not repurposed or replaced. The Police Department has implemented a strategy in which the goal is to move vehicles from primary patrol use to a less taxing role as a reserve and administrative vehicle until the end of its useful police service life. The strategy is to begin rotation out of the patrol fleet by the time the vehicle reaches 100,000 miles and to remove the vehicle from the fleet by 120,000 miles.

Consequences of Not Funding
Increasing cost of routine maintenance diverts funds from other projects during the fiscal year. The older each unit gets, the repair and maintenance cost rise exponentially.

Costs		Projected FYE	
Category	Cost	☐	2022
Purchase	50,000	☐	2023
Construction	-	☐	2024
Other Costs	5,000	☒	2025
Total	55,000	☐	2026

Funding Sources	
Source	Amount
External - (Source)	-
Internal - (General Revenues)	55,000

Total	50,000
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Total	55,000
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Capital Improvements Program

Project Name	Patrol Veh 8
Department	Police
Fund	100
Location	N/A

Description
Replace 2020 Chev 000 mi 04/2020

Justification
Police fleet vehicles are driven particularly hard and fleet usage is mission-critical for the department. The unpredictable costs of maintenance, down time, and decreased performance associated with higher-mileage older vehicles results in a higher probability the vehicle will not be available when they are not repurposed or replaced. The Police Department has implemented a strategy in which the goal is to move vehicles from primary patrol use to a less taxing role as a reserve

Consequences of Not Funding
Increasing cost of routine maintenance diverts funds from other projects during the fiscal year. The older each unit gets, the repair and

Costs	
Category	Cost
Purchase	50,000
Construction	-
Other Costs	5,000
Total	55,000

Projected FYE	
☐	2022
☐	2023
☐	2024
☐	2025
☒	2026

Funding Sources	
Source	Amount
External - (Source)	-
Internal - (General Revenues)	55,000
Total	55,000

Capital Improvements Program

Project Name	Patrol Veh 9
Department	Police
Fund	100
Location	N/A

Description
Fleet Expansion

Justification
Police vehicle to accommodate anticipated department growth related to increase in the city population and corresponding work volume. Anticipating the addition of two full time positions by 2024 would necessitate this vehicle being added to the fleet.

Consequences of Not Funding
presuming the anticipated staffing expansion, not adding a vehicle would require 2-man units decreasing overall department efficiency by requiring a

Costs	
Category	Cost
Purchase	50,000
Construction	-
Other Costs	5,000
Total	55,000

Projected FYE	
☐	2022
☐	2023
☐	2024
☐	2025
☒	2026

Funding Sources	
Source	Amount
External - (Source)	-
Internal - (General Revenues)	55,000
Total	55,000

Capital Improvements Program

Project Name	Front Parking Lot
Department	Police
Fund	100
Location	N/A

Description

Justification
Front parking lot is worn with uneven surfaces in some areas. With increases in downtown business the lot is seeing increased use.

Consequences of Not Funding
Continued deterioration increasing the potential for pedestrian injury or vehicle damage.

Costs		Projected FYE	
Category	Cost	☐	2022
Purchase	25,000	☒	2023
Construction	-	☐	2024
Other Costs	-	☐	2025
Total	25,000	☐	2026

Funding Sources	
Source	Amount
External - (Source)	-
Internal - (General Revenues)	25,000
Total	25,000

Capital Improvements Program

Project Name	AC Veh 1
Department	Police - Animal Control
Fund	100
Location	N/A

Description
2012 Chevrolet

Justification
The Animal Control vehicle averages 10,000 miles per year. The unpredictable costs of maintenance, down time, and decreased performance associated with higher-mileage older vehicles results in a higher probability the vehicle will not be available. in 2022 the vehicle will be 10 years old and is anticipated to have over 120,000 miles

Consequences of Not Funding
Increasing cost of routine maintenance diverts funds from other projects during the fiscal year.

Costs		Projected FYE	
Category	Cost	☒	2022
Purchase	45,000	☐	2023
Construction	-	☐	2024
Other Costs	5,000	☐	2025
Total	50,000	☐	2026

Funding Sources	
Source	Amount
External - (Source)	-
Internal - (General Revenues)	50,000
Total	50,000

FIRE

[Capital Improvements Program](#)

Project Name	Marshall 177
Department	Fire
Fund	100
Location	N/A

Description
Fire Marshal response vehicle.

Justification
This vehicle is used by the Fire Marshal for emergency response for city and county incidents, commercial building inspections, fire investigations in the city and in neighboring cities as well as transportation of equipment and supplies for community relations events. This vehicle also carries various equipment for fire investigations and inspections. This vehicle will be nine years old in 2025 and maintenance costs are expected to increase due to wear and tear. Based upon current mileage this vehicle will have approximately 100,000 miles.

Consequences of Not Funding
This vehicle will be 9 years old in 2025 and increased maintenance costs should be expected. This vehicle is a multi use vehicle and at replacement will be nearing 100,000 miles.

Costs		Projected FYE	
Category	Cost	☐	2022
Purchase	80,000	☐	2023
Construction	-	☐	2024
Other Costs	-	☒	2025
Total	80,000	☐	2026

Funding Sources	
Source	Amount
External - (Source)	-
Internal - (General Revenues)	80,000

[Capital Improvements Program](#)

Project Name	
Department	
Fund	
Location	

Description

Justification

Consequences of Not Funding

Costs		Projected FYE	
Category	Cost	☐	2022
Purchase		☐	2023
Construction	-	☐	2024
Other Costs	-	☐	2025
Total	-	☐	2026

Funding Sources	
Source	Amount
	-

Total	80,000
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Total	-
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Capital Improvements Program

Project Name	Brush 177
Department	Fire
Fund	100
Location	N/A

Description	
Brush fire unit used for grass, vehicle fires or other smaller fire not accessible	

Justification	
This current vehicle is a 2001 Ford F-550 utilized primarily for off-road brush firefighting where the larger apparatus can not be driven. Cost of maintenance will increase as the vehicle ages and improvements in vehicle design have already rendered this vehicle obsolete in many areas. This vehicle should be replaced based solely on age alone.	

Consequences of Not Funding	
Cost to maintain could increase significantly. Reliability and safety could be reduced by not having the unit in service. Will be 24 years of service.	

Costs	
Category	Cost
Purchase	130,000
Construction	-
Other Costs	-
Total	130,000

Projected FYE	
☐	2022
☐	2023
☐	2024
☒	2025
☐	2026

Funding Sources	
Source	Amount
External - (Source)	-
Internal - (General Revenues)	130,000
Total	130,000

Capital Improvements Program

Project Name	Tinder-177
Department	Fire
Fund	100
Location	N/A

Description	
2500 Gallon Tanker	

Justification	
This apparatus will replace a 1996 Engine/Tender, which is still in operation. A Tender would increase operation effectiveness with water supply when hydrants are not available.	

Consequences of Not Funding	
Potential loss of ISO upgrade. Currently we do not have the ability to deal with large structures such as schools, Churches, Apartments. Would have to rely on other cities for assistance.	

Costs	
Category	Cost
Purchase	500,000
Construction	-
Other Costs	-
Total	500,000

Projected FYE	
☒	2022
☐	2023
☐	2024
☐	2025
☐	2026

Funding Sources	
Source	Amount
External - (Source)	500,000
Internal - (General Revenues)	
Total	500,000

Capital Improvements Program

Project Name	Cardiac Monitor/Defibrillators
Department	Fire
Fund	100
Location	N/A

Description
Stryker, LIFEPAK 15 V4 Monitor/Defibrillators.

Justification
These monitors are utilized to diagnosis and treat patients complaining of chest pain or other caridac related maladies. The LIFEPAK 15 will replace the current LIFEPAK 12 monitors, which were purchased used, two years ago, from the City of Burleson. This proposal is for the purchase of three (3) monitors.

Consequences of Not Funding
Eventual obsolences due to length of service life or deterioration. Inability to treat critically ill patients including those who are in cardiac arrest.

Costs	
Category	Cost
Purchase	84,000
Construction	-
Other Costs	-
Total	84,000

Projected FYE	
☐	2022
☐	2023
☐	2024
☐	2025
☒	2026

Funding Sources	
Source	Amount
External - (Forestry Service Grant)	
Internal - (Source)	84,000
Total	84,000

Proclamation

On this National Day of Prayer, Americans reaffirm that prayer guides and strengthens our Nation, and we express, with humility and gratitude, our "firm reliance on the protection of divine Providence." As one Nation under God, we share a legacy of faith that sustains and inspires us and a heritage of religious liberty. Today, we join together and lift up our hearts, remembering the words of 1 John 5:14 that tell us when "we ask anything according to His will, He hears us."

From our earliest days, our dependence upon God has brought us to seek His divine counsel and unfailing wisdom. Our leaders have often encouraged their fellow citizens to seek wisdom from God and have recognized God's power to lead our Nation ahead to brighter days. When the prospects for our independence seemed bleak, General George Washington proclaimed a national day of "fasting, humiliation and prayer, humbly to supplicate the mercy of Almighty God." Following the devastating destruction of the Civil War, President Lincoln delivered his second inaugural address and invoked the power of prayer to "bind up the nation's wounds." And more than 100 years later, President Reagan noted our long reliance on prayer throughout our history, writing that "through the storms of revolution, Civil War, and the great world wars as well as during times of disillusionment and disarray, the Nation has turned to God in prayer for deliverance."

Today, as much as ever, our prayerful tradition continues as our Nation faces challenges in combatting the coronavirus. During the past year, our heads have bowed at places outside of our typical houses of worship, whispering in silent solitude for God to renew our spirit and carry us through unforeseen and seemingly unbearable hardships. We will remain connected through prayer and the calming reassurance that God will lead us through life's many valleys. In the midst of these trying and unprecedented times, we are reminded that just as those before us turned to God in their darkest hours, so must we seek His wisdom, strength, and healing hand. We pray that He comforts those who have lost loved ones, heals those who are sick, strengthens those on the front lines, and reassures all Americans that through trust in Him, we can overcome all obstacles.

In 1988, the Congress, by Public Law 100-307, as amended, called on the President to issue each year a proclamation designating the first Thursday in May as a National Day of Prayer, "on which the people of the United States may turn to God in prayer and meditation at churches, in groups, and as individuals."

NOW, THEREFORE, I, Joe Hollarn, Mayor of the City of Joshua, Texas, do hereby proclaim the first Thursday of May as

National Day of Prayer

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City to be affixed this 15th day of April, 2021.

Joe Hollarn, Mayor
City of Joshua, Texas

Proclamation

WHEREAS, today's society is finding more citizens involved in motorcycling on the roads of our country; and

WHEREAS, motorcyclists are roughly unprotected and therefore more prone to injury or death in a crash than other vehicle drivers; and

WHEREAS, campaigns have helped inform riders and motorists alike on motorcycle safety issues to reduce motorcycle related risks, injuries, and most of all fatalities, through a comprehensive approach to motorcycle safety; and

WHEREAS, it is the responsibility of all who put themselves behind the wheel, to become aware of motorcyclists, regarding them with the same respect as any other vehicle traveling the highways of this country; and it is the responsibility of riders and motorists alike to obey all traffic laws and safety rules; and

WHEREAS, urging all citizens of our community to become aware of the inherent danger involved in operating a motorcycle, and for riders and motorists alike to give each other the mutual respect they deserve;

NOW, THEREFORE, I, Joe Hollarn, Mayor of the City of Joshua, Texas, do hereby proclaim May 2021 as

MOTORCYCLE SAFETY AND AWARENESS MONTH

in the City of Joshua. Further, I urge all residents to do their part to increase safety and awareness in our community.

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City to be affixed this 15th day of April, 2021.

Joe Hollarn, Mayor
City of Joshua, Texas



**MINUTES
CITY COUNCIL
REGULAR MEETING
MARCH 18, 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://us04web.zoom.us/j/72604276224?pwd=YS84QytMaHZZMWg1VTFod1U0TVNiQT09>

Meeting ID: 726 0427 6224 Passcode: phrEd6 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 and called the meeting to order at 6:30 pm.

B. PLEDGE OF ALLEGIANCE

- 1. United States of America**
- 2. Texas Flag**

Councilmember Nichols led the Pledge of Allegiance.

C. INVOCATION

Councilmember Fleming gave the invocation.

D. WORK SESSION

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

City Manager Peacock presented the budget report and financial statement for February 2021. There were no comments from the council.

2. Discussion and receive direction on establishing an independent Fire Marshal's Office to serve as a law Enforcement organization by the Texas Commission on Law Enforcement. (Staff Resource: T. Griffith)

Fire Chief Griffith stated that he is available for any questions.

Councilmember Kimble stated that he has concerns about creating another Police Agency and would like to see policies and procedures prior to moving forward. City Manager Peacock stated that the council would review all policies prior to any action.

Councilmember Fleming and Kidd stated that they are both okay with creating a Fire Marshal's Office.

Councilmember Purdom stated that he checked with other fire departments and many are set up with Fire Marshal's Offices so he is okay with it.

City Council directed staff to place policies and ordinance on the next agenda.

3. Discussion regarding trash collection and billing issues during the February 2021 Snow Storm.

Mayor Hollarn expressed concerns over recent issues and asked Abel Moreno, District Manager of Waste Connections what was being done regarding the communication issues. Mr. Moreno stated that the recent issues inexcusable and will be handled better in the future. Mr. Moreno stated that trash was overwhelming after the storm and they were not prepared properly. In addition, Mr. Moreno stated that they cannot give credit on the billing, but will offer help with community service and possible future donation.

Councilmember Kimble stated that he understands the ice storm event, but for the past 4-5 weeks, his area has not been picked up 2 times a week. Mr. Moreno stated that this is the first time he has heard of the issue.

City Secretary Holloway suggested creating an online reporting system that goes directly to City staff and Waste Connection staff. Mayor Hollarn and City Council asked her to move forward with online reporting.

Mayor Hollarn directed City Manager Peacock to handle the refund situation with the citizens as needed.

4. Questions regarding Regular Session agenda items.

E. PUBLIC FORUM, PRESENTATIONS AND RECOGNATION:

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.

Chief Griffith presented Larry Vance with a plaque thanking him for his help during the recent Snow Storm.

F. CONSENT AGENDA

1. Consider approval of minutes from the City Council Meeting held on February 18, 2021 and February 23, 2021. (Staff Resource: A. Holloway)

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

G. REGULAR AGENDA

1. Discuss, consider, and possible action on an Ordinance amending the speed limit from 20 MPH to 30 MPH on Clubhouse Drive.

Councilmember Kimble moved to approve an Ordinance amending the speed limit from 20 MPH to 30 MPH on Clubhouse Drive. Councilmember Purdom seconded the motion. The motion passed unanimously.

2. Discuss, consider, and possible action on an agreement with Freese and Nichols for professional services in connection with the Caddo Road, North Main Street, and 4th Street Improvements. (Staff Resource: M. Peacock)

Councilmember Nichols moved to approve an agreement with Freese and Nichols for professional services in connection with the Caddo Road, North Main Street, and 4th Street Improvements. Councilmember Kidd seconded the motion. The motion passed unanimously.

3. Discuss, consider, and possible action on an Ordinance adopting a new Zoning District Map and replaces all previous zoning maps. (Staff Resource: A. Holloway)

Councilmember Kidd moved to approve an Ordinance adopting a new Zoning District Map and replaces all previous zoning maps. Councilmember Fleming seconded the motion. The motion passed unanimously.

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

Councilmember Fleming moved to appoint Johnny Waldrup to the Type A, Place 3. Councilmember Kimble seconded the motion. The motion passed unanimously.

H. STAFF REPORT

February 2021

1. Police Department Report
2. Fire Department Report
3. Municipal Court Report
4. Public Works Report
5. Development Services Report
6. Economic Development Report
7. 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:

Pursuant to Section 551.071, consultation with the City Attorney regarding legal issues associated with agreements pursuant to Chapter 43 of the Texas Local Government Code, and all matters incident and related thereto.

Pursuant to Section 551.071 and 551.074, consultation with the City Attorney regarding personnel matters and all matters incident and related thereto.

Mayor Hollarn announced that the City Council will recess into Executive Session at 8:22 pm.

J. RECONVENE INTO REGULAR SESSION

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

Mayor Hollarn announced the meeting reconvened into regular session at 8:22 p.m.

No action taken as a result of Executive Session.

K. 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.

L. ADJOURNMENT

Mayor Hollarn adjourned the meeting at 8:24 pm.

Joe Hollarn, Mayor

ATTEST:

Alice Holloway, TRMC
City Secretary

Approved: April 15, 2021

**CITY OF JOSHUA
RESOLUTION NO. 2021-10**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS DESIGNATING AMBER BRANSOM AS A SIGNATORY FOR THE CITY OF JOSHUA FINANCIAL ACCOUNTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Joshua, Texas ("City Council") finds it is in the interest of the City to amend the authorized representatives on the Wells Fargo Accounts by adding Amber Bransom as a signatory to all financial accounts.

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

SECTION 1. The above and foregoing premises are true and correct and are incorporated herein and made part hereof for all purposes.

SECTION 2. That the following is hereby added as check signers for the City of Joshua banking accounts.

1. Amber Bransom

SECTION 3. This resolution shall take effect immediately after its passage, as provided by the laws of the State of Texas.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, THIS THE 15th DAY OF APRIL, 2021.

Joe Hollarn, Mayor

ATTEST:

Alice Holloway, City Secretary



City Council Agenda April 15, 2021

Agenda Item: G1 Minute Resolution (Action Item)

Agenda Description:

Discuss, consider, and possible action on accepting the FY19 Annual Financial Report.

Background Information:

Presentation of Annual Audit prepared by Clifton Larson Allen, LLC. Chris Knopik, CPA, CFE, Principal Annual Financial Report-Year Ended September 30, 2020

Financial Information:

Cost to complete the financial review \$26,000

City Contact and Recommendations:

Mike Peacock, City Manager

Joanna McClenny, Finance Manager

Staff recommends acceptance of the FY19-20 Financial Report

Attachments:

1. Financial Report

City of Joshua

Audit Presentation - Year Ended September 30, 2020

WEALTH ADVISORY | OUTSOURCING | AUDIT, TAX, AND CONSULTING

Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor



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Agenda



- Introduction



- Audit Results



- Required Communications



- Financial Results



- Key Issues

Audit Team

Chris Knopik, CPA, CFE - Principal

Reba Long, CPA - Manager

Edhwin Sifuentes – Senior

Danielle Wheeler - Associate



Audit Results

Audit Opinion

- Unmodified
- Highest level of assurance

Internal Controls

- Significant Deficiency – CLA prepares financial statements

Governance Letter

Overall

- Purpose is to provide an overview of the audit
- No changes in scope of audit
- No new accounting policies/standards

Estimates

- Estimates present in financial statements
- Depreciable lives of property, plant, and equipment
- Uncollectible balance of accounts receivable
- Valuation of GASB net pension liability
- We are comfortable with management's estimate

Difficulties

- No difficulties encountered
- No disagreements encountered
- No other findings to report

Other

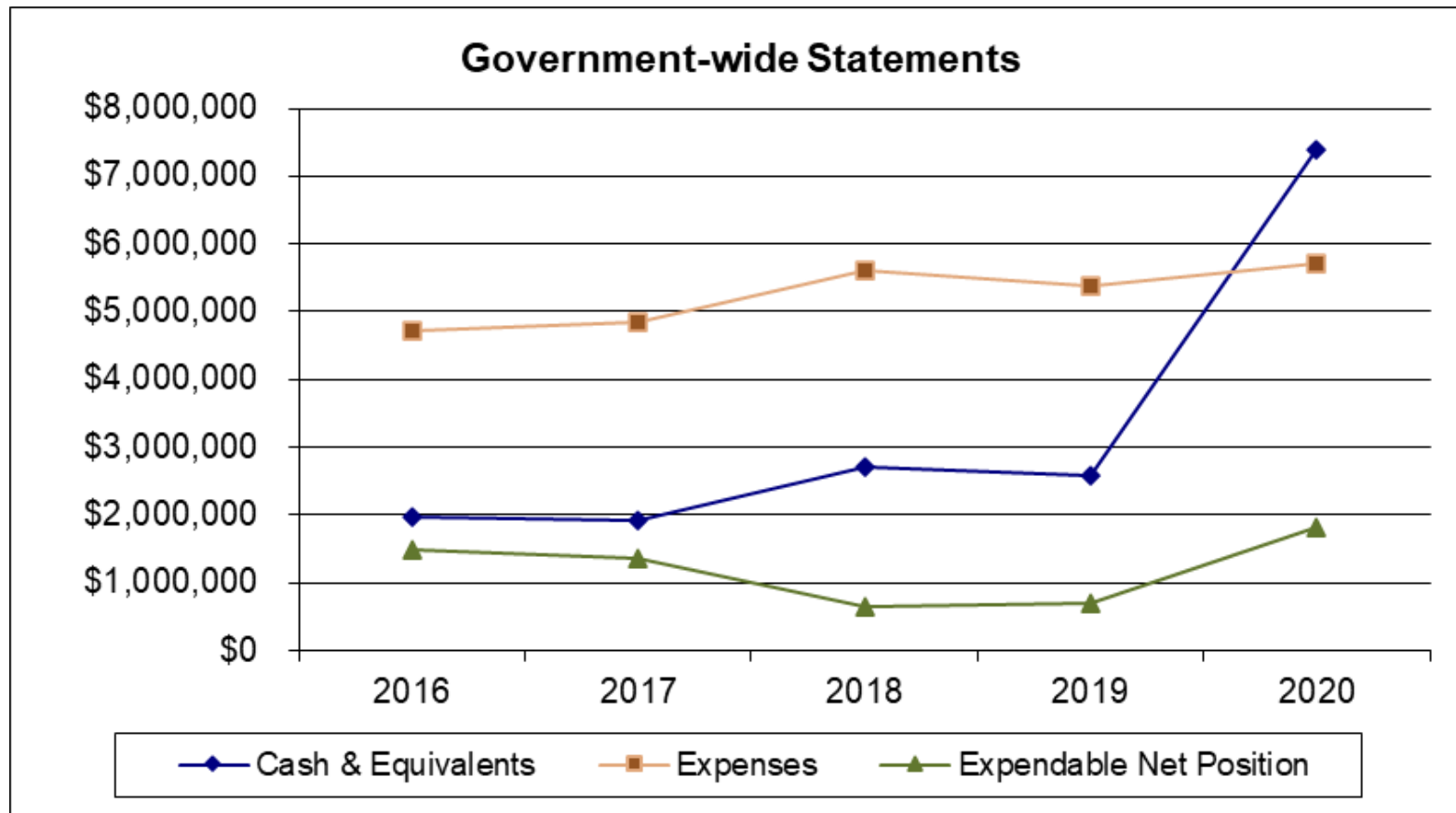
- No material audit adjustments
- No passed adjustments
- See separate internal control letter



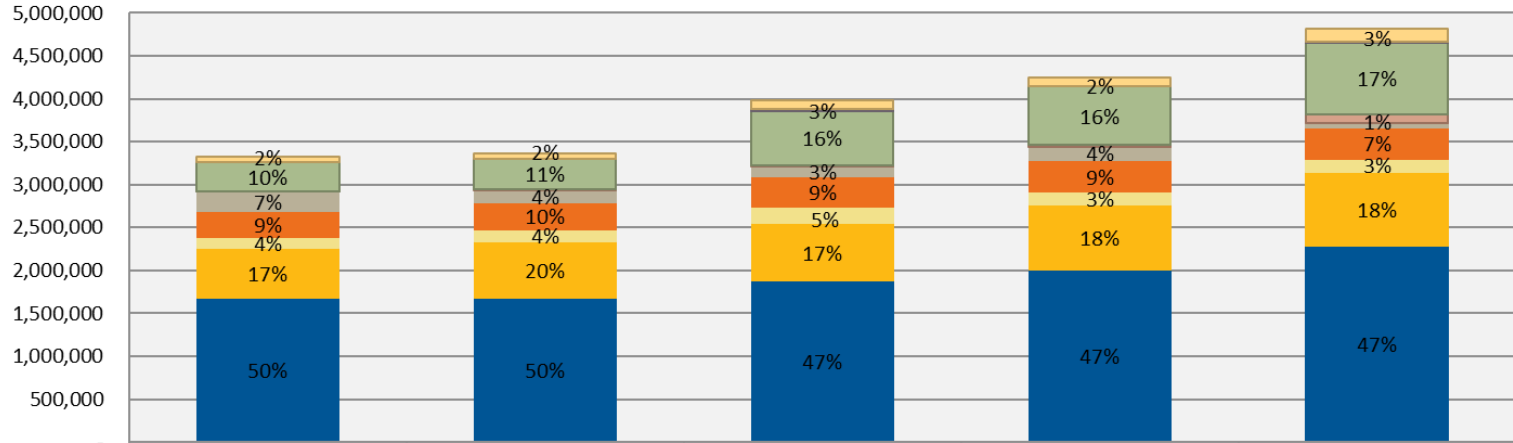
Financial Highlights

WEALTH ADVISORY | OUTSOURCING | AUDIT, TAX, AND CONSULTING

Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor



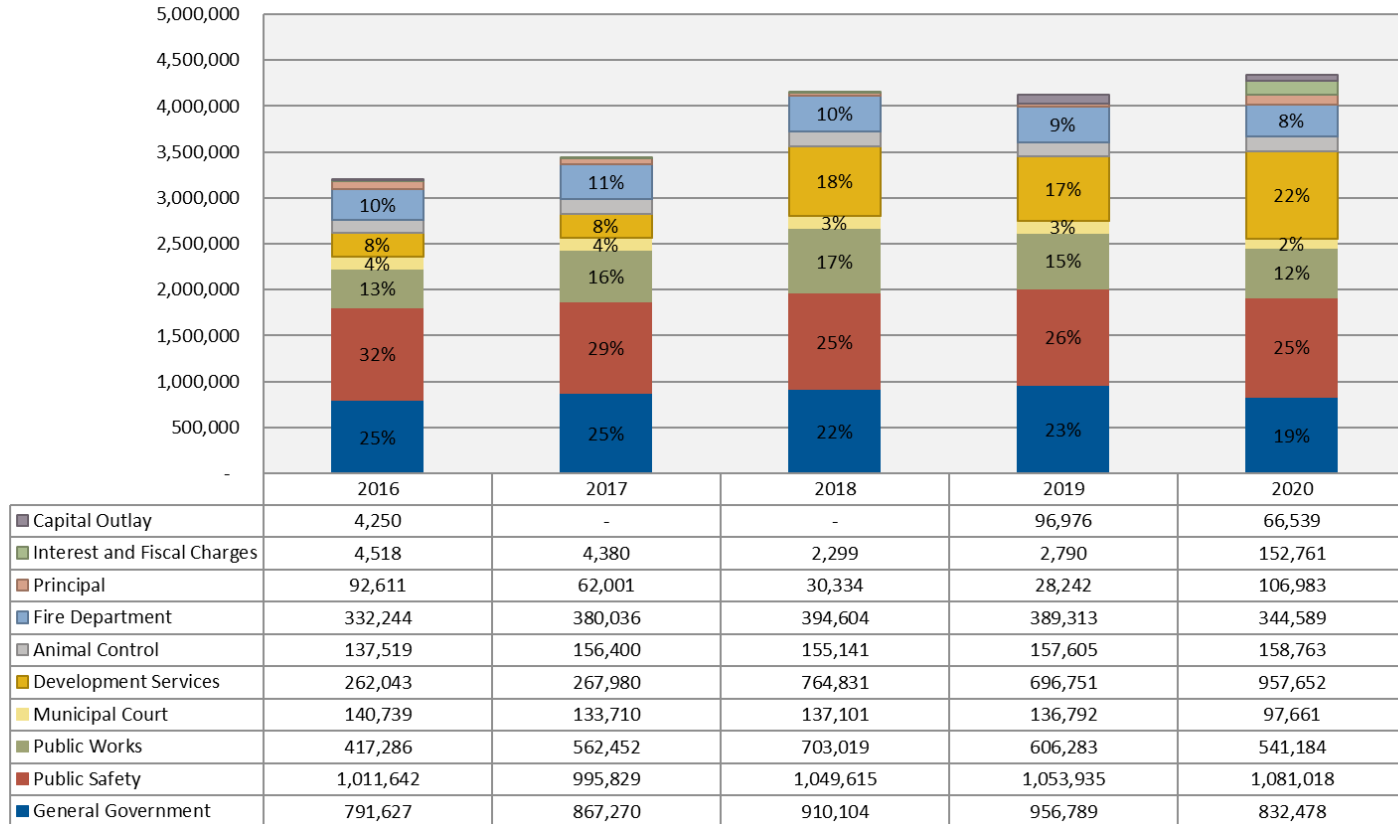
General Fund Revenues



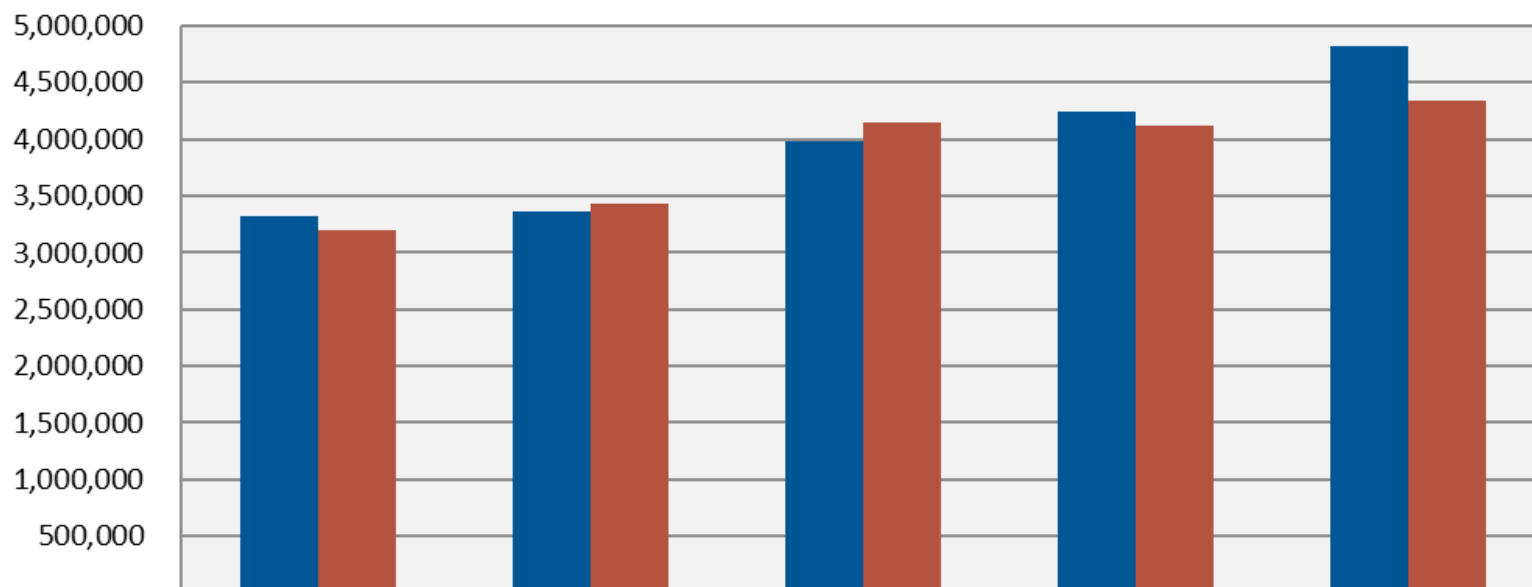
	2016	2017	2018	2019	2020
Miscellaneous	54,617	65,514	101,547	95,983	154,331
Investment Earnings	2,189	2,094	19,999	6,934	9,523
Charges for Services	346,134	357,258	631,805	684,404	836,553
Grants and Contributions	3,447	5,315	7,346	18,170	96,129
Fines and Forfeitures	224,660	145,134	127,316	162,486	63,384
Franchise Fees	304,569	321,034	347,500	368,678	356,832
Fire District Taxes	130,661	139,817	198,554	145,512	153,000
Alcoholic Beverage Taxes	582	390	432	1,450	5,603
Sales Taxes	578,808	660,209	665,275	761,684	858,132
Property Taxes	1,675,376	1,670,114	1,876,711	2,002,287	2,282,131



General Fund Expenditures



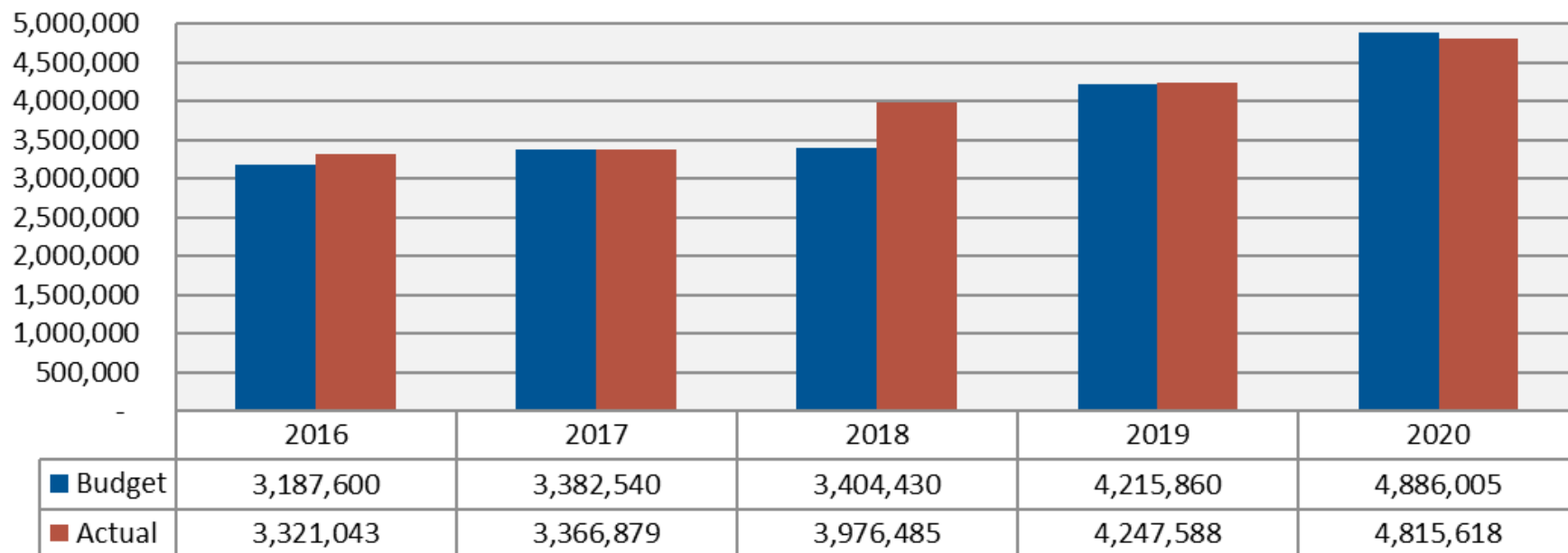
General Fund Revenues & Expenditures



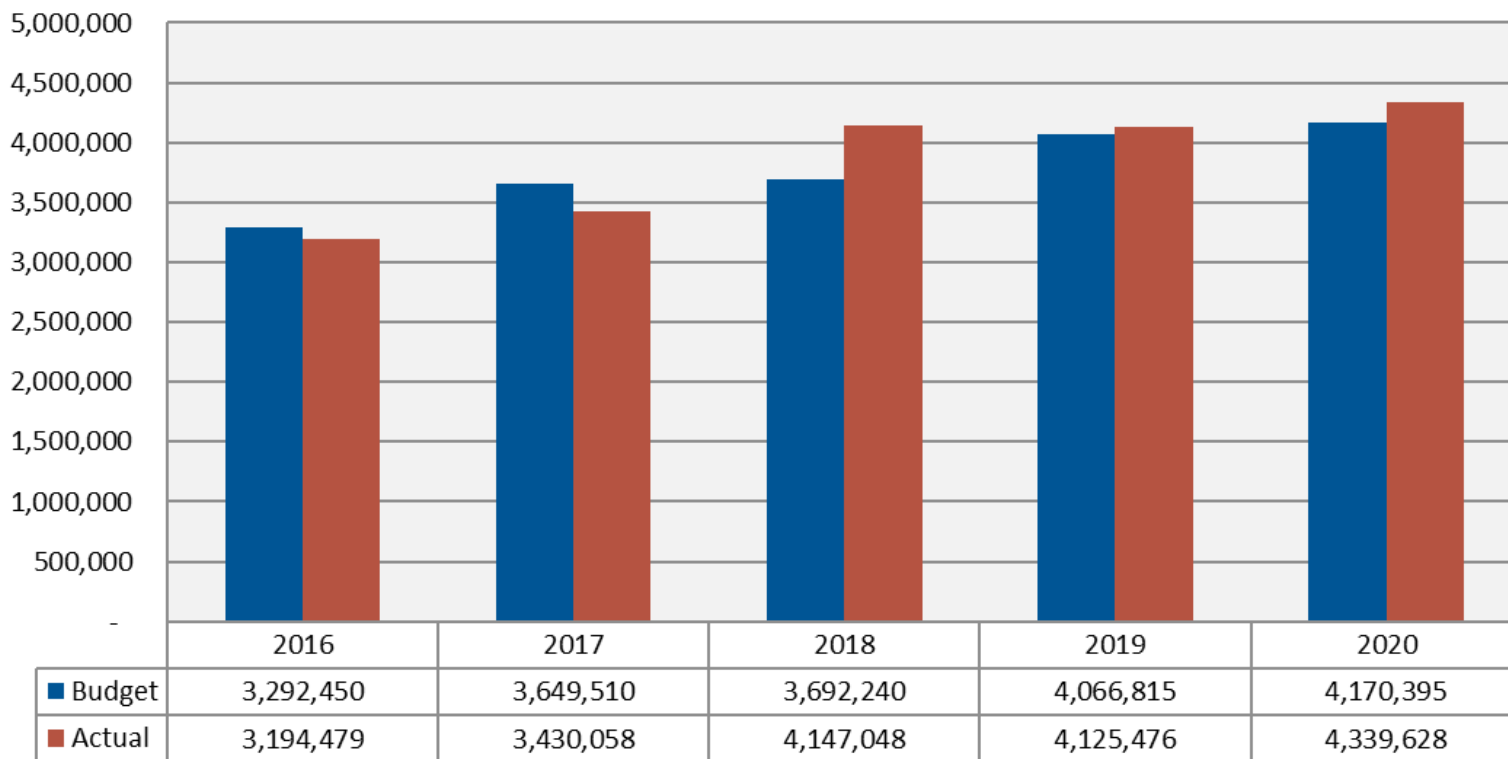
	2016	2017	2018	2019	2020
Revenue	3,321,043	3,366,879	3,976,485	4,247,588	4,815,618
Expenditures	3,194,479	3,430,058	4,147,048	4,125,476	4,339,628



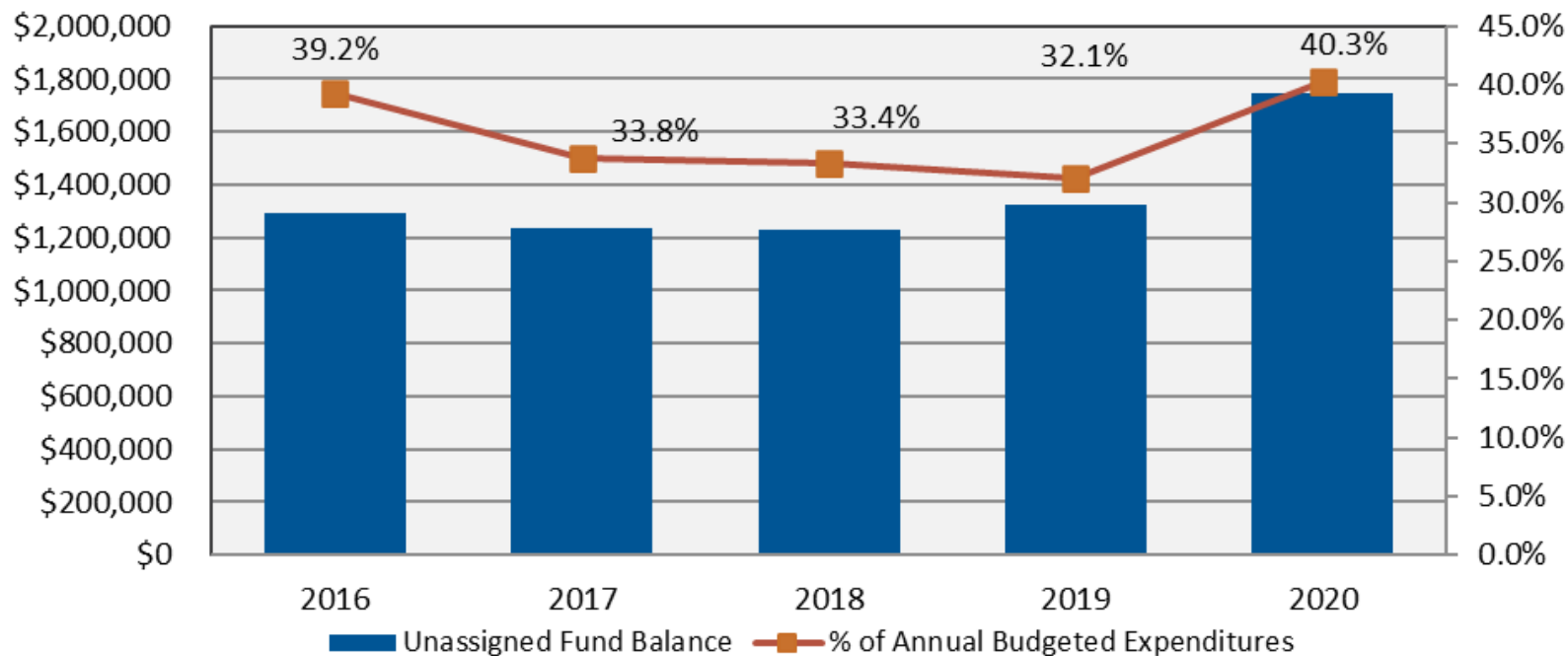
General Fund Revenues - Budget vs. Actual



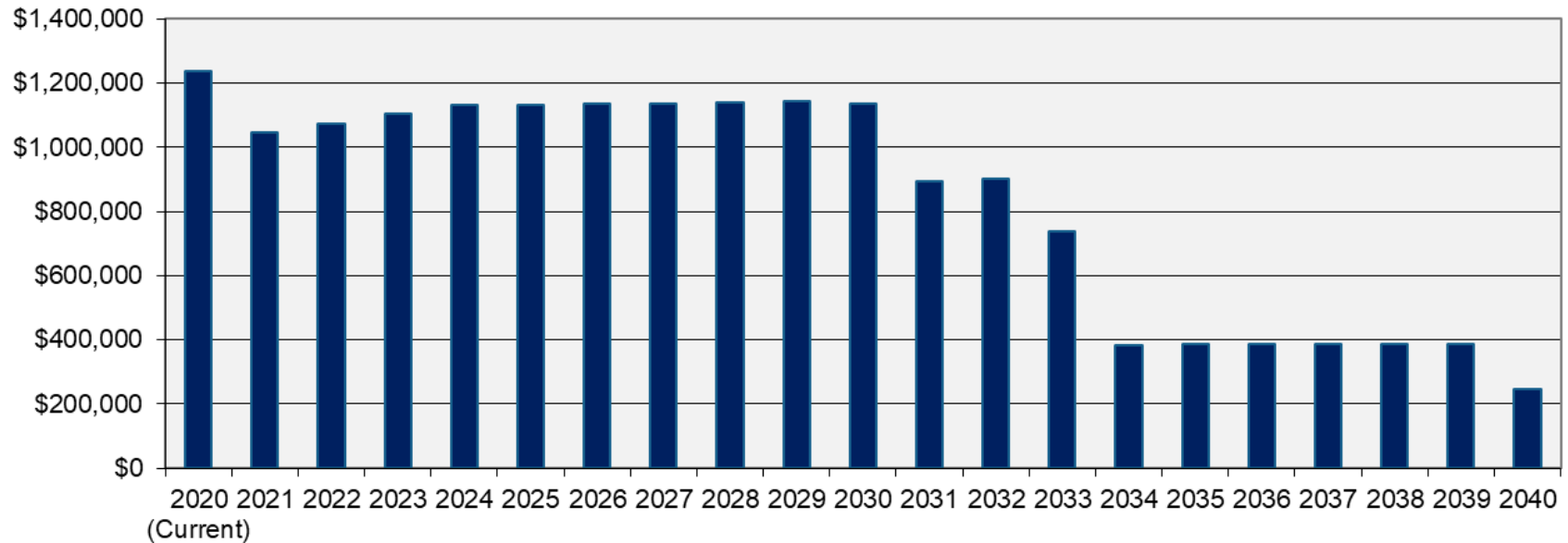
General Fund Expenditures - Budget vs. Actual



Unassigned Fund Balance - General Fund



Future Debt Service (Principal & Interest)



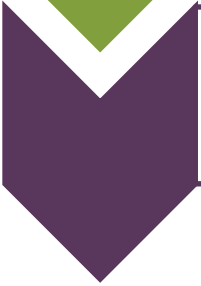
* Note 2020 excludes \$2,415,000 of principal repayments that were funded with new refunding bonds.



Summary of Key Issues

- 
- All funds have positive fund balance

- 
- General Fund has reserves of approximately 40% of expenditure budget

- 
- Continue to monitor sales tax projections in light of COVID-19 and as the Pandemic nears the end



Thank you for allowing us to serve you!

Chris Knopik, CPA, CFE, Principal
Christopher.Knopik@CLAconnect.com
612-397-3256



CITY OF JOSHUA, TEXAS
ANNUAL FINANCIAL REPORT
FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION
YEAR ENDED SEPTEMBER 30, 2020

**CITY OF JOSHUA, TEXAS
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YEAR ENDED SEPTEMBER 30, 2020**

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INDEPENDENT AUDITORS' REPORT

Honorable Mayor and
Members of the City Council
City of Joshua, Texas

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the City of Joshua, Texas as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the City of Joshua, Texas' basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Honorable Mayor and
Members of the City Council
City of Joshua, Texas

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the City of Joshua, Texas as of September 30, 2020, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, schedule of changes in net pension liability and related ratios, and the schedule of contributions on pages 4 through 8 and 41 through 43 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Joshua, Texas' basic financial statements. The combining and individual nonmajor fund financial statements and schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining and individual nonmajor fund financial statements and schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements and schedules are fairly stated in all material respects in relation to the basic financial statements as a whole.

Honorable Mayor and
Members of the City Council
City of Joshua, Texas

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 22, 2021, on our consideration of the City of Joshua, Texas' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City of Joshua, Texas' internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering City of Joshua, Texas' internal control over financial reporting and compliance.

A handwritten signature in black ink that reads "CliftonLarsonAllen LLP". The signature is written in a cursive, flowing style.

CliftonLarsonAllen LLP

Fort Worth, Texas
March 22, 2021

**CITY OF JOSHUA, TEXAS
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2020**

As management of the City of Joshua (the City), we offer readers of the City's financial statements this narrative overview and analysis of the City's financial activities for the fiscal year ended September 30, 2020. We encourage readers to consider the information presented here in conjunction with the City's financial statements which follow this section.

FINANCIAL HIGHLIGHTS

- The assets and deferred outflows of resources for the City of Joshua exceeded its liabilities and deferred inflows of resources at the close of the most recent fiscal year by \$11,327,683. Of this amount, \$1,820,066 (unrestricted net position) may be used to meet the City's ongoing obligations to citizens and creditors.
- The City of Joshua's net position increased by \$1,238,284. This increase is due to increases in property and sales taxes as well as additional miscellaneous income during the year.
- As of the close of the current fiscal year, the City of Joshua's governmental funds reported combined ending fund balances of \$7,454,941, an increase of \$4,771,909 in comparison with the prior year. Approximately 23% of this amount, \$1,747,095 is available for spending at the City's discretion (unassigned fund balance).
- At the end of the current fiscal year, the unassigned fund balance for the General Fund was \$1,747,095 or 40% of total General Fund expenditures.

OVERVIEW OF THE FINANCIAL STATEMENTS

The discussion and analysis is intended to serve as an introduction to the City of Joshua, Texas' basic financial statements. City of Joshua's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements.

Government-Wide Financial Statements. The government-wide financial statements are designed to provide readers with a broad overview of the City of Joshua's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all of the City of Joshua's assets, liabilities, and deferred inflows/outflows of resources, with the difference between them reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City of Joshua is improving or deteriorating.

CITY OF JOSHUA, TEXAS
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2020

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in these statements for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave). Both the statement of net position and the statement of activities are prepared utilizing the full accrual basis of accounting.

The government-wide financial statements of the City include the *governmental activities*. Most of the City's basic services are included here, such as administration, police and fire, municipal courts, and public works. Property taxes, sales taxes, charges for services, and grants finance most of these activities.

Fund Financial Statements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. City of Joshua, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City of Joshua can be divided into one category: governmental funds.

Governmental Funds. Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The City of Joshua maintains 8 individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General Fund, Debt Service Fund, Capital Improvement Fund, Type A Economic Development Corporation Fund, and Type B Community Development Corporation Fund, which are considered to be major funds. Data from the other 3 governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these nonmajor governmental funds is provided in the form of combining statements elsewhere in this report.

The City of Joshua adopts an annual appropriated budget for its General Fund, Debt Service Fund, Type A Economic Development Corporation Fund and Type B Community Development Corporation Fund. Budgetary comparison statements have been provided for these funds to demonstrate compliance with the budget.

**CITY OF JOSHUA, TEXAS
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2020**

Notes to the Financial Statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found in the financial section.

Other Information. The combining statements referred to earlier in connection with nonmajor governmental funds are presented immediately following the notes to the financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, over time net position may serve as a useful indicator of a government's financial position. In the case of the City of Joshua, assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by \$11,327,683 the close of the most recent fiscal year. By far the largest portion of the City's net position (\$7,441,531 or 66%) reflects its investment in capital assets (e.g. land, building, machinery, and equipment) less any related debt used to acquire those assets that is still outstanding. The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

City of Joshua, Texas' Net Position

	Governmental Activities	
	2020	2019
Current Assets	\$ 7,875,896	\$ 3,032,190
Noncurrent Assets	18,059,723	18,318,075
Total Assets	<u>25,935,619</u>	<u>21,350,265</u>
Deferred Outflows of Resources	<u>77,449</u>	<u>267,217</u>
Current Liabilities	1,138,534	1,206,399
Noncurrent Liabilities	13,346,662	10,207,420
Total Liabilities	<u>14,485,196</u>	<u>11,413,819</u>
Deferred Inflows of Resources	<u>200,189</u>	<u>114,264</u>
Net Position		
Net Investment in Capital Assets	7,441,531	7,952,691
Restricted	2,066,086	1,431,289
Unrestricted	1,820,066	705,419
Total Net Position	<u><u>\$ 11,327,683</u></u>	<u><u>\$ 10,089,399</u></u>

An additional portion of the City of Joshua's net position (\$2,066,086 or 18%) represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position (\$1,820,066 or 16%) may be used to meet the government's ongoing obligations to citizens and creditors.

**CITY OF JOSHUA, TEXAS
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2020**

At the end of the current fiscal year, the City reported a positive balance in all three categories of net position.

During the current fiscal year, the City's net position increased by \$1,238,284. This increase represents the degree to which increases in ongoing revenues have outstripped similar increases in ongoing expenses. This increase follows a prior year increase of \$561,327 due to increases in ongoing revenues that were not outpaced by increases in ongoing expenses.

City of Joshua, Texas' Changes in Net Position

	Governmental Activities	
	2020	2019
Revenues		
Program Revenues:		
Charges for Services	\$ 943,173	\$ 814,415
Operating Grant and Contributions	96,129	18,170
Capital Grants and Contributions	267,641	8,277
General Revenues:		
Taxes	5,070,451	4,619,630
Franchise Fees	356,832	368,678
Interest	61,567	11,837
Other	166,283	96,326
Total Revenues	<u>6,962,076</u>	<u>5,937,333</u>
Expenditures		
General Government	987,828	1,104,448
Public Safety	1,177,842	1,081,720
Public Works	960,543	836,690
Municipal Court	101,508	140,907
Development Services	651,333	286,277
Animal Control	166,274	162,986
Fire Department	533,678	574,639
Economic Development	57,793	57,203
Parks and Recreation	287,790	372,089
Garbage and Recycling Service	310,521	410,483
Interest on Long-Term	488,682	348,564
Total Expenditures	<u>5,723,792</u>	<u>5,376,006</u>
Change In Net Position	1,238,284	561,327
Net Position - Beginning of Year	<u>10,089,399</u>	<u>9,528,072</u>
Net Position - End of Year	<u><u>\$ 11,327,683</u></u>	<u><u>\$ 10,089,399</u></u>

**CITY OF JOSHUA, TEXAS
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2020**

FINANCIAL ANALYSIS OF THE GOVERNMENT'S FUNDS

Governmental Funds – The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, unassigned fund balances may serve as a useful measure of a government's net resources at the end of the fiscal year.

At the end of the current fiscal year, the City's governmental funds reported combined ending fund balances of \$7,454,941. \$5,707,846 is restricted to indicate constraints placed on the use of the resources either externally imposed by creditors, by laws or regulations of other governments imposed or imposed by law through constitutional provisions or enabling legislation. The remaining balance of \$1,747,095 constitutes unassigned fund balance.

Of the \$7,454,941 ending fund balance, \$253,272 is accounted for in nonmajor governmental funds. The General Fund balance is \$5,956,747 at year-end - an increase of \$4,287,520. This increase was more due to an increase in property tax revenues.

The Debt Service Fund balance increased \$118,610 to \$450,400 at year-end. This increase is primarily the result of increased property tax revenues for debt service. The Capital Improvement Fund balance increased \$167,745 to a year-end total of \$142,159. This increase is caused by increased debt allocated to capital improvements. The Type A Economic Development Corporation Fund balance decreased \$18,475 to a year-end total of \$304,461. This decrease is principal debt payments. The Type B Community Development Corporation Fund balance increased \$179,785 to a year-end total of \$347,902. This increase is primarily related to sales tax revenues off set by transfers out of the fund.

General Fund Budgetary Highlights – The actual expenditures for the year were \$4,339,628, which was \$169,233 over budget. This is due to being over budgeted expenditures in debt service and developmental service primarily.

For FY 2020, actual revenues were \$4,815,618 as compared to the budgeted amount of \$4,886,005. Primarily due to lower than expected charges for services of \$73,262.

CONTACTING THE CITY'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, customers, and investors and creditors with a general overview of the City's finances and to demonstrate the City's accountability for the funds it receives. If you have questions about this report, or need additional financial information, please contact the City Manager at City Hall, 101 S. Main Street, Joshua, Texas 76058.

BASIC FINANCIAL STATEMENTS

**CITY OF JOSHUA, TEXAS
STATEMENT OF NET POSITION
SEPTEMBER 30, 2020**

	<u>Governmental Activities</u>
ASSETS	
Current Assets:	
Cash And Cash Equivalents	\$ 5,312,074
Receivables, Net	199,484
Due from Other Governments	273,257
Restricted Cash and Cash Equivalents	<u>2,091,081</u>
Total Current Assets	7,875,896
Noncurrent Assets:	
Net Pension Asset	190,015
Capital Assets:	
Nondepreciable Assets	4,489,947
Depreciable Assets, Net	<u>13,379,761</u>
Total Noncurrent Assets	<u>18,059,723</u>
Total Assets	25,935,619
DEFERRED OUTFLOWS OF RESOURCES	
Deferred Outflows related to TMRS	<u>77,449</u>
Total Deferred Outflows of Resources	77,449
LIABILITIES	
Current Liabilities:	
Accounts payable	133,121
Intergovernmental Payables	16,807
Accrued Payroll Liabilities	85,948
Accrued Interest Payable	83,445
Current Portion of Long-Term Debt, Due Within One Year	<u>819,213</u>
Total Current Liabilities	1,138,534
Noncurrent Liabilities:	
Long-Term Debt, Due in More Than One Year	12,767,016
Accreted Bond Premium Payable	356,887
Compensated Absences	<u>222,759</u>
Total Noncurrent Liabilities	<u>13,346,662</u>
Total Liabilities	14,485,196
DEFERRED INFLOWS OF RESOURCES	
Deferred Inflows Related to TMRS	<u>200,189</u>
Total Deferred Inflows of Resources	200,189
NET POSITION	
Net Investment in Capital Assets	7,441,531
Restricted for Specific Purposes	2,066,086
Unrestricted	<u>1,820,066</u>
Total Net Position	<u><u>\$ 11,327,683</u></u>

See accompanying Notes to Basic Financial Statements.

**CITY OF JOSHUA, TEXAS
STATEMENT OF ACTIVITIES
YEAR ENDED SEPTEMBER 30, 2020**

Functions/Programs	Expenses	Program Revenues			Net (Expenses) Revenues and Changes in Net Position
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities
GOVERNMENT ACTIVITIES					
General Government	\$ 987,828	\$ 12,795	\$ 87,666	\$ -	\$ (887,367)
Public Safety	1,177,842	26,700	-	-	(1,151,142)
Public Works	960,543	450,735	-	267,641	(242,167)
Municipal Court	101,508	106,620	-	-	5,112
Development Services	651,333	-	-	-	(651,333)
Animal Control	166,274	1,210	-	-	(165,064)
Fire Department	533,678	9,415	8,463	-	(515,800)
Economic Development	57,793	-	-	-	(57,793)
Parks and Recreation	287,790	-	-	-	(287,790)
Garbage and Recycling Service	310,521	335,698	-	-	25,177
Interest on Long-Term Debt	488,682	-	-	-	(488,682)
Total Governmental Activities	<u>\$ 5,723,792</u>	<u>\$ 943,173</u>	<u>\$ 96,129</u>	<u>\$ 267,641</u>	(4,416,849)
GENERAL REVENUES					
Taxes:					
Property, Levied for General Purposes					2,284,660
Property, Levied for Debt Service					884,443
Sales					1,709,184
Other					192,164
Franchise Fees					356,832
Interest					61,567
Other					166,283
Total General Revenues					<u>5,655,133</u>
CHANGE IN NET POSITION					1,238,284
Net Position - Beginning of Year					<u>10,089,399</u>
NET POSITION - END OF YEAR					\$ 11,327,683

See accompanying Notes to Basic Financial Statements.

**CITY OF JOSHUA, TEXAS
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2020**

	General	Debt Service	Capital Improvement
ASSETS			
Cash and Cash Equivalents	\$ 5,176,730	\$ 135,344	\$ -
Receivables, Net	151,585	43,976	-
Due From Other Governments	136,628	-	-
Due From Other Funds	241,224	438,625	7,094
Restricted:			
Cash and Cash Equivalents	610,509	-	270,102
Total Assets	\$ 6,316,676	\$ 617,945	\$ 277,196
LIABILITIES			
Liabilities:			
Accounts Payable	\$ 109,020	\$ -	\$ 21,216
Intergovernmental Payables	16,807	-	-
Accrued Payroll Liabilities	85,948	-	-
Due to Other Funds	7,050	123,570	113,821
Total Liabilities	218,825	123,570	135,037
DEFERRED INFLOWS OF RESOURCES			
Unavailable Revenue - Property Taxes	104,419	43,975	-
Unavailable Revenue - Court Fines	36,685	-	-
Total Deferred Inflows of Resources	141,104	43,975	-
FUND BALANCES			
Restricted For:			
TIF	610,509	-	-
Debt Service	-	450,400	-
Economic Development	-	-	-
Capital Improvements	3,599,143	-	142,159
Court Security	-	-	-
Court Technology	-	-	-
Tourism	-	-	-
Unassigned	1,747,095	-	-
Total Fund Balances	5,956,747	450,400	142,159
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	\$ 6,316,676	\$ 617,945	\$ 277,196

See accompanying Notes to Basic Financial Statements.

**CITY OF JOSHUA, TEXAS
BALANCE SHEET (CONTINUED)
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2020**

Type A Economic Development Corporation	Type B Community Development Corporation	Other Governmental	Total Governmental Funds
\$ -	\$ -	\$ -	\$ 5,312,074
-	-	4,455	200,016
68,314	68,315	-	273,257
3,638	-	3,412	693,993
236,503	722,080	251,887	2,091,081
<u>\$ 308,455</u>	<u>\$ 790,395</u>	<u>\$ 259,754</u>	<u>\$ 8,570,421</u>
\$ 417	\$ -	\$ 3,000	\$ 133,653
-	-	-	16,807
-	-	-	85,948
3,577	442,493	3,482	693,993
3,994	442,493	6,482	930,401
-	-	-	148,394
-	-	-	36,685
-	-	-	185,079
-	-	-	610,509
-	-	-	450,400
304,461	347,902	-	652,363
-	-	-	3,741,302
-	-	21,030	21,030
-	-	3,147	3,147
-	-	229,095	229,095
-	-	-	1,747,095
<u>304,461</u>	<u>347,902</u>	<u>253,272</u>	<u>7,454,941</u>
<u>\$ 308,455</u>	<u>\$ 790,395</u>	<u>\$ 259,754</u>	<u>\$ 8,570,421</u>

See accompanying Notes to Basic Financial Statements.

**CITY OF JOSHUA, TEXAS
RECONCILIATION OF THE GOVERNMENTAL FUNDS
BALANCE SHEET TO THE STATEMENT OF NET POSITION
YEAR ENDED SEPTEMBER 30, 2020**

Total Fund Balances - Governmental Funds Balance Sheet	\$ 7,454,941
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Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not current financial resources and, therefore, are not reported in the governmental funds balance sheet.	17,869,708
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Revenues earned but not available within 60 days of the year-end are not recognized as revenue on the fund financial statements.	185,079
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The statement of net position includes the City's proportionate share of the TMRS net pension asset as well as certain pension related transactions accounted for as Deferred Inflows and Outflows of resources.

Net Pension Asset	\$ 190,015	
Deferred Outflows	77,449	
Deferred Inflows	<u>(200,189)</u>	67,275

Long-term liabilities, including capital leases and the related interest payable, and compensated absences are not due and payable in the current period and, therefore, are not reported in the fund financial statements.

Bonds Payable	(13,240,000)	
Capital Leases	(346,229)	
Accrued Interest Payable	(83,445)	
Unamortized Premiums	(356,887)	
Compensated Absences	<u>(222,759)</u>	<u>(14,249,320)</u>

Net Position of Governmental Activities	<u>\$ 11,327,683</u>
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**CITY OF JOSHUA, TEXAS
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
YEAR ENDED SEPTEMBER 30, 2020**

	General	Debt Service	Capital Improvement
REVENUES			
Property Taxes	\$ 2,282,131	\$ 888,240	\$ -
Sales Taxes	858,132	-	-
Hotel Occupancy Taxes	-	-	-
Alcoholic Beverage Taxes	5,603	-	-
Fire District Taxes	153,000	-	-
Franchise Fees	356,832	-	-
Fines and Forfeitures	63,384	-	-
Grants and Contributions	96,129	-	267,641
Charges For Services	836,553	-	-
Investment Earnings	9,523	48,653	1,565
Miscellaneous	154,331	-	-
Total Revenues	<u>4,815,618</u>	<u>936,893</u>	<u>269,206</u>
EXPENDITURES			
General Government	832,478	-	-
Public Safety	1,081,018	-	-
Public Works	541,184	-	-
Municipal Court	97,661	-	-
Development Services	957,652	-	-
Animal Control	158,763	-	-
Fire Department	344,589	-	-
Economic Development	-	-	-
Debt Service:			
Principal	106,983	3,130,000	-
Interest	152,761	338,283	-
Capital Outlay	66,539	-	603,916
Total Expenditures	<u>4,339,628</u>	<u>3,468,283</u>	<u>603,916</u>
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	475,990	(2,531,390)	(334,710)
OTHER FINANCING SOURCES (USES)			
Bond Proceeds	3,755,000	2,500,000	-
Bond Premiums	283,985	-	-
Transfers In	125,000	150,000	502,455
Transfers Out	(352,455)	-	-
Total Other Financing Sources (Uses)	<u>3,811,530</u>	<u>2,650,000</u>	<u>502,455</u>
NET CHANGE IN FUND BALANCES	4,287,520	118,610	167,745
Fund Balances - Beginning of Year	<u>1,669,227</u>	<u>331,790</u>	<u>(25,586)</u>
FUND BALANCES - END OF YEAR	<u><u>\$ 5,956,747</u></u>	<u><u>\$ 450,400</u></u>	<u><u>\$ 142,159</u></u>

See accompanying Notes to Basic Financial Statements.

CITY OF JOSHUA, TEXAS
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES (CONTINUED)
GOVERNMENTAL FUNDS
YEAR ENDED SEPTEMBER 30, 2020

Type A Economic Development Corporation	Type B Community Development Corporation	Other Governmental	Total Governmental Funds
\$ -	\$ -	\$ -	\$ 3,170,371
425,526	425,526	-	1,709,184
-	-	33,561	33,561
-	-	-	5,603
-	-	-	153,000
-	-	-	356,832
-	-	6,551	69,935
-	-	-	363,770
-	-	-	836,553
851	975	-	61,567
-	11,952	-	166,283
<u>426,377</u>	<u>438,453</u>	<u>40,112</u>	<u>6,926,659</u>
-	-	-	832,478
-	-	-	1,081,018
-	-	-	541,184
-	-	3,388	101,049
-	-	-	957,652
-	-	-	158,763
-	-	-	344,589
44,125	13,668	-	57,793
145,000	-	-	3,381,983
75,727	-	-	566,771
-	-	-	670,455
<u>264,852</u>	<u>13,668</u>	<u>3,388</u>	<u>8,693,735</u>
161,525	424,785	36,724	(1,767,076)
-	-	-	6,255,000
-	-	-	283,985
-	-	-	777,455
(180,000)	(245,000)	-	(777,455)
<u>(180,000)</u>	<u>(245,000)</u>	<u>-</u>	<u>6,538,985</u>
(18,475)	179,785	36,724	4,771,909
<u>322,936</u>	<u>168,117</u>	<u>216,548</u>	<u>2,683,032</u>
<u>\$ 304,461</u>	<u>\$ 347,902</u>	<u>\$ 253,272</u>	<u>\$ 7,454,941</u>

See accompanying Notes to Basic Financial Statements.

CITY OF JOSHUA, TEXAS
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
YEAR ENDED SEPTEMBER 30, 2020

Net Change in Fund Balances - Total Governmental Funds **\$ 4,771,909**

Amounts reported for governmental activities in the statement of activities are different because:

Depreciation expense on capital assets is reported in the statement of activities and does not require the use of current financial resources. Therefore, depreciation expense is not reported as expenditures in the governmental funds. (988,281)

Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives.

Capital Outlays 539,914

Certain revenues in the government-wide statement of activities that do not provide current financial resources are not reported as revenue in the governmental funds. 35,417

Net pension liabilities as well as the related deferred inflows and outflows of resources generated from those assets are not payable from current resources and, therefore, are not reported in the governmental funds. These balances increased (decreased) by this amount. 11,445

Current year changes in accrued interest payable do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds. (12,948)

Current year changes in compensated absences do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds. (53,207)

The issuance of long-term debt (e.g., bonds, leases) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds.

Debt Issued	(6,255,000)
Premium on Bonds Issued	(283,985)
Unamortized bond premiums	76,613
Principal Repayments	<u>3,396,407</u>

Change in Net Position of Governmental Activities **\$ 1,238,284**

See accompanying Notes to Basic Financial Statements.

**CITY OF JOSHUA, TEXAS
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2020**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The City of Joshua, Texas (the City) is a Home Rule city which citizens elect the mayor and six Council members at large. The City operates under the Council-City Manager form of government and provides such services as are authorized by its charter to advance the welfare, health, comfort, safety, and convenience of the City and its inhabitants.

The financial statements of the City are prepared in accordance with accounting principles generally accepted in the United States of America (GAAP). The City's reporting entity applies all relevant Governmental Accounting Standards Board (GASB) pronouncements. The more significant accounting and reporting policies and practices used by the City are described below.

A. Reporting Entity

The City's basic financial statements include all activities, organizations, and functions for which the City is considered to be financially accountable and other organizations for which the nature and significance of their relationship with the City are such that inclusion would cause the City's financial statements to be misleading or incomplete. The criteria considered in determining organizations to be reported as component units within the City's basic financial statements include whether:

- the organization is legally separate (can sue and be sued in their own name);
- the City holds the corporate powers of the organization;
- the City appoints a voting majority of the organization's board;
- the City is able to impose its will on the organization;
- the organization has the potential to impose a financial benefit/burden on the City; and
- there is a fiscal dependency by the organization on the City.

Component units are blended with the balances and transactions of the City if one of the following criterion is met:

- The component unit is substantially the same governing body as the City; or
- The component unit provides services entirely (or almost entirely) to the City or benefits the City exclusively (or almost exclusively); or
- The City is able to impose its will on the component unit.

**CITY OF JOSHUA, TEXAS
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2020**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

A. Reporting Entity (Continued)

The above criteria were applied to potential organizations to determine if the entity should be reported as part of the City. The following was determined:

Joshua Economic Development Corporation Type A (JEDC) is a ***blended component unit*** and is reported within the City's primary government. The JEDC was formed to promote economic development within the City and the state of Texas in order to eliminate unemployment and underemployment, and to promote and encourage employment and the public welfare of, and on behalf of, the City by developing, implementing, providing and financing projects under the Development Corporation Act of 1979 as defined in Section 4A of the Act. A Board of Directors, whose members are appointed by and serve the City's governing body, makes all decisions regarding use of local revenue in undertaking projects, though the City retains oversight authority and must approve all programs and expenditures of the Corporation.

Joshua Community Development Corporation Type B (JCDC) is a ***blended component unit*** and is reported within the City's primary government. The JCDC was formed exclusively for the purposes of benefiting and accomplishing public purposes of, and acting on behalf of, the City in promotion and development of public projects, approved by the voters at an election held, including, but not limited to, tourism facilities, civic center, downtown/main street renovation and/or development, drainage and related improvements, demolition of existing structures and landscaping, parks, youth center, sports facilities, public safety facilities, municipal facilities, library facilities, water, sewer and street extensions, any other project authorized under Section 4B of the Development Act of 1979, and maintenance and operation costs associated with such projects. A Board of Directors, whose members are appointed by and serve the City's governing body, makes all decisions regarding use of local revenue in undertaking projects, though the City retains oversight authority and must approve all programs and expenditures of the Corporation.

B. Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the activities of the primary government and its component units. For the most part, the effect of interfund activity has been removed from these statements. Governmental activities, which normally are supported by taxes and intergovernmental revenue, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support. Likewise, the primary government is reported separately from certain legally separate component units for which the primary government is financially accountable.

**CITY OF JOSHUA, TEXAS
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2020**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

B. Government-Wide and Fund Financial Statements (Continued)

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenue. Direct expenses are those that are clearly identifiable with a specific function or segment. Certain indirect costs have been included as part of the program expenses reported for the various functional activities. Program revenue includes 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenue are reported instead as *general revenue*.

Separate financial statements are provided for governmental funds. Major individual Governmental Funds are reported as separate columns in the fund financial statements.

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement focus and the accrual basis of accounting*. Revenue is recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenue in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus and the modified accrual basis of accounting*. Revenue is recognized as soon as it is both measurable and *available*. Revenue is considered to be available when it is collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenue to be available if collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes, franchise taxes, sales taxes, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenue of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the City.

CITY OF JOSHUA, TEXAS
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation (Continued)

The City reports the following major governmental funds:

General Fund – reports as the primary fund of the City. This fund is used to account for all financial resources not reported in any other funds.

Debt Service Fund – accounts for the accumulation of financial resources for the payment of principal and interest on the City's general obligation debt. The City annually levies ad valorem taxes restricted for the retirement of debt. This fund reports the portion of ad valorem taxes collected for debt purposes only.

Capital Improvement Fund – accounts for the proceeds from long-term financing and revenue and expenditures related to authorized construction and other capital asset acquisitions.

Economic Development Fund – established to account for sales tax revenues collected for the purposes set forth by the Joshua Economic Development Corporation.

Community Development Fund – established to account for sales tax revenues collected for the purposes set forth by the Joshua Community Development Corporation.

D. Assets, Liabilities, and Net Position of Equity

Cash and Cash Equivalents

For purposes of the statement of cash flows, highly liquid investments are considered to be cash equivalents if they have a maturity of three months or less when purchased.

Receivables and Payables

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the noncurrent portion of interfund loans). All other outstanding balances between funds are reported as "due to/from other funds." Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."

Property taxes attach as an enforceable lien on property as of October 1. Taxes are levied each October 1 and are due and payable on or before January 31 of the following year. All unpaid taxes become delinquent February 1 of the following year. The Johnson County Tax Assessor/Collector bills and collects the City's property taxes. Any uncollected property taxes as of September 30, which are not expected to be collected within 60 days, are recorded as taxes receivable and deferred revenue.

CITY OF JOSHUA, TEXAS
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. Assets, Liabilities, and Net Position of Equity (Continued)

Receivables and Payables (Continued)

As a City that operates under a home-rule charter, the City has a tax rate limitation of \$2.50 per \$100 assessed valuation. For the year ended September 30, 2020, the City had a tax rate of \$0.77527 per \$100 of which \$0.535015 was allocated for general government and \$0.240255 was allocated for payment of principal and interest on general long-term debt.

Capital Assets

The City's capital assets and infrastructure with useful lives of more than one year are stated at historical cost and comprehensively reported in the government-wide financial statements. The City maintains infrastructure asset records consistent with all other capital assets. Donated assets are recorded at acquisition value, which is the price that would be paid to acquire an asset with equivalent service potential at the acquisition date. The City generally capitalizes assets with a cost of \$5,000 or more as purchases and outlays occur. The cost of normal maintenance and repairs that do not add to the asset value or materially extend useful lives are not capitalized. Capital assets are depreciated using the straight-line method. When capital assets are disposed, the cost and applicable accumulated depreciation are removed from the respective accounts, and the resulting gain or loss is recorded in operations. For information describing capital assets, see Note 2D.

Estimated useful lives, in years, for depreciable assets are as follows:

Infrastructure	30 Years
Buildings	50 Years
Buildings Improvements	20 Years
Vehicles	2 to 15 Years
Office Equipment	3 to 15 Years
Computer Equipment	3 to 15 Years

Compensated Absences

Compensated absences are reported as accrued in the government-wide financial statements. In the fund level financial statements, only matured compensated absences payable to currently terminated employees are reported.

Long-Term Obligations

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, statement of Net Position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the straight-line method. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are expensed during the period of issuance.

**CITY OF JOSHUA, TEXAS
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2020**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. Assets, Liabilities, and Net Position of Equity (Continued)

Long-Term Obligations (Continued)

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Pensions

For purposes of measuring the net pension liability, pension related deferred outflows and inflows of resources, and pension expense, City specific information about its Fiduciary Net Position in the Texas Municipal Retirement System (TMRS) and additions to/deductions from TMRS's Fiduciary Net Position have been determined on the same basis as they are reported by TMRS. For this purpose, plan contributions are recognized in the period that compensation is reported for the employee, which is when contributions are legally due. Benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Net Position

Net Position represents the difference between assets, deferred inflows/outflows of resources, and liabilities. Net investment in capital assets consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowing used for the acquisition, construction or improvement of those assets, and adding back unspent proceeds. Net position is reported as restricted when there are limitations imposed on their use either through the enabling legislation adopted by the City or through external restrictions imposed by creditors, grantors, or laws or regulations of other governments.

In the government-wide financial statements, the City's restrictions on net position are for amounts that are not available for appropriation. The City's restricted net position is as follows:

Restricted for TIF	\$ 610,509
Restricted for Debt Service	410,930
Restricted for Economic Development	652,363
Restricted for Capital Improvement	139,012
Restricted for Court Security	21,030
Restricted for Court Technology	3,147
Restricted for Tourism	229,095
Total	<u><u>\$ 2,066,086</u></u>

CITY OF JOSHUA, TEXAS
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. Assets, Liabilities, and Net Position of Equity (Continued)

Fund Balance

The governmental fund financial statements present fund balances based on classifications that comprise a hierarchy that is based primarily on the extent to which the City is bound to honor constraints on the specific purposes for which amounts in the respective governmental funds can be spent.

The classifications used in the governmental fund financial statements are as follows:

Nonspendable: This classification includes amounts that cannot be spent because they are either (a) not in spendable form or (b) are legally or contractually required to be maintained intact. Nonspendable items are not expected to be converted to cash or are not expected to be converted to cash within the next year.

Restricted: This classification includes amounts for which constraints have been placed on the use of the resources either (a) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments, or (b) imposed by law through constitutional provisions or enabling legislation.

Committed: This classification includes amounts that can be used only for specific purposes pursuant to constraints imposed by board resolution of the City Council, the City's highest level of decision making authority. These amounts cannot be used for any other purpose unless the City Council removes or changes the specified use by taking the same type of action that was employed when the funds were initially committed. This classification also includes contractual obligations to the extent that existing resources have been specifically committed for use in satisfying those contractual requirements.

Assigned: This classification includes amounts that are constrained by the City's intent to be used for a specific purpose but are neither restricted nor committed. This intent can be expressed by the City Council.

Unassigned: This classification includes the residual fund balance for the General Fund. The unassigned classification also includes negative residual fund balance of any other governmental fund that cannot be eliminated by offsetting of assigned fund balance amounts.

Net Position Flow Assumption

Sometimes the City will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted - net position and unrestricted - net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the City's policy to consider restricted - net position to have been depleted before unrestricted - net position is applied.

**CITY OF JOSHUA, TEXAS
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2020**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. Assets, Liabilities, and Net Position of Equity (Continued)

Fund Balance Flow Assumption

Sometimes the City will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements a flow assumption must be made about the order in which the resources are considered to be applied. It is the City's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The City has the following items that qualify for reporting in this category.

- Pension contributions after measurement date – These contributions are deferred and recognized in the following fiscal year.
- Difference in projected and actual earnings on pension assets – This difference is deferred and amortized over a closed five year period.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statements element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The City has two types of items, which arises only under a modified accrual basis of accounting that qualifies for reporting in this category. Accordingly, the item, unavailable, is reported only in the governmental funds balance sheet. The governmental funds report unavailable revenues from two sources: property taxes and court fines. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available. The City also has one type of item that qualifies for reporting in this category in the government-wide financial statements. The difference in expected and actual pension experience is deferred and recognized over the estimated average remaining lives of all members determined as of the measurement date.

**CITY OF JOSHUA, TEXAS
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2020**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. Assets, Liabilities, and Net Position of Equity (Continued)

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual amounts could differ from those estimates.

NOTE 2 DETAILED NOTES ON ALL FUNDS

A. Deposits and Investment

The City's funds are required to be deposited and invested under the terms of a depository contract. The depository bank deposits for safekeeping and trust with the City's agent bank approved pledged securities in an amount sufficient to protect City funds on a day-to-day basis during the period of the contract. The pledge of approved securities is waived only to the extent of the depository bank's dollar amount of Federal Deposit Insurance Corporation (FDIC) insurance.

Cash Deposits

At September 30, 2020, the total carrying amounts of the City's deposits (restricted and unrestricted cash, certificates of deposit, and interest-bearing savings accounts included in temporary investments) were \$7,403,155 and the bank balances were \$7,471,667. The City's cash deposits at September 30, 2020 were entirely covered by FDIC insurance or by pledged collateral held by the City's agent bank in the City's name.

Investments

The City is required by Government Code Chapter 2256, the Public Funds Investment Act, to adopt, implement, and publicize an investment policy. That policy must be written; primarily emphasize safety of principal and liquidity; address investment diversification, yield, and maturity and the quality and capability of investment management; and include a list of the types of authorized investments in which the investing entity's funds may be invested; and the maximum allowable stated maturity of any individual investment owned by the entity.

The Public Funds Investment Act (the Act) requires an annual audit of investment practices. Audit procedures in this area conducted as a part of the audit of the basic financial statements disclosed that in the areas of investment practices, management reports and establishment of appropriate policies, the City adhered to the requirements of the Act. Additionally, investment practices of the City were in accordance with local practices.

CITY OF JOSHUA, TEXAS
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

NOTE 2 DETAILED NOTES ON ALL FUNDS (CONTINUED)

A. Deposits and Investment (Continued)

Investments (Continued)

The Act determines the types of investments which are allowable for the City. These include, with certain restrictions, (1) obligations of the U.S. Treasury, certain U.S. Agencies, and the state of Texas, (2) certificates of deposit, (3) certain municipal securities, (4) money market savings accounts, (5) repurchase agreements, (6) bankers acceptances, (7) mutual funds, (8) investment pools, (9) guaranteed investment contracts, and (10) common trust funds.

Analysis of Specific Deposit and Investment Risks

Professional standards require a determination as to whether the City was exposed to the following specific investment risks at year-end and, if so, the reporting of certain related disclosures:

Credit Risk: Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The ratings of securities by nationally recognized rating agencies are designed to give an indication of credit risk. At year-end, the City was not exposed to a significant amount of credit risk.

Custodial Credit Risk: Deposits are exposed to custodial credit risk if they are not covered by depository insurance and the deposits are uncollateralized, collateralized with securities held by the pledging financial institution, or collateralized with securities held by the pledging financial institution's trust department or agent but not in the City's name.

Investment securities are exposed to custodial credit risk if the securities are uninsured, are not registered in the name of the government, and are held by either the counterparty or the counterparty's trust department or agent but not in the City's name. At year-end, the City was not exposed to custodial credit risk.

Concentration of Credit Risk: This is the risk of loss attributed to the magnitude of a government's investment in a single issuer. At year-end, the City was not exposed to concentration of credit risk.

Interest Rate Risk: This is the risk that changes in interest rates will adversely affect the fair value of an investment. At year-end, the City was not exposed to interest rate risk.

Foreign Currency Risk: This is the risk that exchange rates will adversely affect the fair value of an investment. At year-end, the City was not exposed to foreign currency risk.

**CITY OF JOSHUA, TEXAS
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2020**

NOTE 2 DETAILED NOTES ON ALL FUNDS (CONTINUED)

B. Receivables, Uncollectible Accounts, and Deferred Revenue

Sales Taxes Receivable

Sales taxes are collected and remitted to the City by the State Comptroller's office. All sales taxes are collected within 60 days of year-end. At fiscal year-end, the receivables represent taxes collected but not yet received by the City and are recorded as revenue.

Property Taxes Receivable and Deferred Revenue

Property taxes are assessed and remitted to the City by the Tarrant County Tax Assessor's office. Taxes, levied annually on October 1, are due by January 31. Major tax payments are received December through March. Lien dates for real property are in July.

Allowances for uncollectible tax receivables reported in the General Fund and Debt Service Fund are based upon historical experience in collecting property taxes. Uncollectible personal property taxes are periodically reviewed and written off when deemed uncollectible; however, state statutes prohibit writing off real property taxes without specific authority from the Texas Legislature.

In the governmental fund level financial statements, property taxes receivable are recorded in the General Fund and Debt Service Fund when assessed (October 1). At fiscal year-end, property tax receivables represent delinquent taxes. If delinquent taxes are not paid within 60 days of fiscal year-end, they are recorded as deferred revenue.

In the government-wide financial statements, property tax receivables and related revenues include all amounts due the City regardless of when cash is received.

Garbage and Recycling Receivables

Garbage and Recycling service is provided by the City to all residents. Residents are billed quarterly for this service. The City allows for 50% of receivables aged more six months and 100% of receivables aged more than twelve months.

Court Receivables

The City allows for all outstanding court receivables aged more than three months.

**CITY OF JOSHUA, TEXAS
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2020**

NOTE 2 DETAILED NOTES ON ALL FUNDS (CONTINUED)

B. Receivables, Uncollectible Accounts, and Deferred Revenue (Continued)

Governmental Funds Receivables

At September 30, 2020, receivables were as follows:

	Governmental Funds					Total
	General	Debt Service	Type A Economic Development Corporation	Type B Community Development Corporation	Other Governmental	
Receivables:						
Property Tax	\$ 29,995	\$ 11,674	\$ -	\$ -	\$ -	\$ 41,669
Sales Tax	136,628	-	68,314	68,315	-	273,257
Other Taxes	-	-	-	-	4,455	4,455
Accounts	315,726	32,302	-	-	-	348,028
Gross Receivables	482,349	43,976	68,314	68,315	4,455	667,409
Less: Allowance for Uncollectibles	194,136	-	-	-	-	194,136
Net Total Receivables	<u>\$ 288,213</u>	<u>\$ 43,976</u>	<u>\$ 68,314</u>	<u>\$ 68,315</u>	<u>\$ 4,455</u>	<u>\$ 473,273</u>

C. Restricted Assets

At September 30, 2020, restricted assets consisted of the following:

	Governmental Activities
Cash and Cash Equivalents:	
TIF 1	\$ 610,509
Capital Improvements	270,102
Type A Sales Tax	236,503
Type B Sales Tax	722,080
Court Security	24,030
Court Technology	2,311
Hotel Occupancy	225,546
Total Restricted Cash and Cash Equivalents	<u>\$ 2,091,081</u>

CITY OF JOSHUA, TEXAS
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

NOTE 2 DETAILED NOTES ON ALL FUNDS (CONTINUED)

D. Capital Assets

Capital asset activity for the year ended September 30, 2020, was as follows:

	Beginning Balance	Increases	Decreases	Ending Balance
Governmental Activities:				
Capital Assets not Being Depreciated:				
Land	\$ 4,184,089	\$ -	\$ -	\$ 4,184,089
Construction in Progress	64,166	241,692	-	305,858
Total Capital Assets Not Being Depreciated	4,248,255	241,692	-	4,489,947
Capital Assets Being Depreciated:				
Buildings and Improvements	12,496,378	28,350	-	12,524,728
Furniture and Equipment	2,164,118	34,489	-	2,198,607
Streets and Improvements	7,125,340	-	-	7,125,340
Vehicles and Work Equipment	2,647,522	235,383	96,765	2,786,140
Total Capital Assets Being Depreciated	24,433,358	298,222	96,765	24,634,815
Less: Accumulated Depreciation for:				
Buildings and Improvements	3,167,389	256,613	-	3,424,002
Furniture and Equipment	1,995,410	91,152	-	2,086,562
Streets and Improvements	3,221,355	364,478	-	3,585,833
Vehicles and Work Equipment	1,979,384	276,038	96,765	2,158,657
Total Accumulated Depreciation	10,363,538	988,281	96,765	11,255,054
Total Capital Assets Being Depreciated, Net	14,069,820	(690,059)	96,765	13,379,761
Governmental Activities Capital Assets, Net	<u>\$ 18,318,075</u>	<u>\$ (448,367)</u>	<u>\$ 96,765</u>	<u>\$ 17,869,708</u>

At September 30, 2020, depreciation was charged to functions as follows:

General Government	\$ 105,328
Public Safety	94,615
Public Works	383,996
Development Services	4,009
Animal Control	6,864
Fire Department	187,692
Parks and Recreation	205,777
Total Depreciation Expense	<u>\$ 988,281</u>

CITY OF JOSHUA, TEXAS
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

NOTE 2 DETAILED NOTES ON ALL FUNDS (CONTINUED)

E. Long-Term Obligations

At September 30, 2020, the City's bonds payable consisted of the following:

<u>Description</u>	<u>Governmental</u>
2012 Combination Tax and Revenues Certificates of Obligation due in annual installments through 2023, bearing interest at a rate of 2.00%	\$ 3,655,000
2012 General Obligation Bonds due in annual installments through 2032, bearing interest at a rate of 2.00%	1,560,000
2018 Sales Tax Revenue Bonds due in annual installments through 2039, bearing interest at a rate of 2.59%	1,815,000
2019 General Obligation refunding bonds due in semi-annual installments through 2030, bearing interest at a rate of 1.84%	2,455,000
2020 General Obligation Bonds due in annual installments through 2034, bearing interest at a rate of 1.50%	<u>3,755,000</u>
Total	<u><u>\$ 13,240,000</u></u>

Changes in long-term obligations for the year ended September 30, 2020 are as follows:

	Beginning Balance	Increases	Decreases	Ending Balance	Amounts Due Within One Year
Governmental Activities:					
Certificates of Obligation	\$ 5,830,000	\$ -	\$ 360,000	\$ 5,470,000	\$ 290,000
General Obligation Bonds	4,430,000	6,255,000	2,915,000	7,770,000	415,000
Unamortized Bond Premiums	149,515	283,985	76,613	356,887	-
Capital Leases	467,636	-	121,407	346,229	114,213
Compensated Absences	169,552	53,207	-	222,759	-
Total	<u>\$ 11,046,703</u>	<u>\$ 6,592,192</u>	<u>\$ 3,473,020</u>	<u>\$ 14,165,875</u>	<u>\$ 819,213</u>

CITY OF JOSHUA, TEXAS
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

NOTE 2 DETAILED NOTES ON ALL FUNDS (CONTINUED)

E. Long-Term Obligations (Continued)

Bonds and Notes Payable

Debt service requirements on long-term debt at September 30, 2020, are as follows:

Certificates of Obligation Due Year Ending September 30,	Governmental Activities		
	Principal	Interest	Total
2021	\$ 290,000	\$ 156,846	\$ 446,846
2022	300,000	150,234	450,234
2023	310,000	143,345	453,345
2024	325,000	136,082	461,082
2025	335,000	128,423	463,423
2026-2029	1,475,000	425,067	1,900,067
2030-2034	1,810,000	279,895	2,089,895
2035-2039	625,000	69,822	694,822
Totals	<u>\$ 5,470,000</u>	<u>\$ 1,489,714</u>	<u>\$ 6,959,714</u>

General Obligation Bonds Due Year Ending September 30,	Governmental Activities		
	Principal	Interest	Total
2021	\$ 415,000	\$ 185,560	\$ 600,560
2022	440,000	183,166	623,166
2023	480,000	170,859	650,859
2024	515,000	157,185	672,185
2025	525,000	142,798	667,798
2026-2030	2,845,000	468,660	3,313,660
2031-2040	2,550,000	235,175	2,785,175
Totals	<u>\$ 7,770,000</u>	<u>\$ 1,543,403</u>	<u>\$ 9,313,403</u>

The effective interest rate on outstanding bonds and notes ranged from 0.70% to 4.00% at September 30, 2020.

CITY OF JOSHUA, TEXAS
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

NOTE 2 DETAILED NOTES ON ALL FUNDS (CONTINUED)

E. Long-Term Obligations (Continued)

Capital Leases

The City has entered into capital lease agreements. The total capitalized cost of equipment under capital leases is \$605,388 and the amortized value is \$375,580 at September 30, 2020. Amortization expense has been included in depreciation expense for the year ended September 30, 2020.

The following is a schedule of future minimum payments under the capital leases together with the present value of the minimum lease payments as of September 30, 2020:

<u>Year Ending September 30,</u>	<u>Amount</u>
2021	\$ 128,873
2022	128,873
2023	117,834
Total Payments	375,580
Less: Amount Representing Interest	29,351
Present Value of Net Minimum Lease Payments	<u>\$ 346,229</u>

F. Interfund Balances and Activity

Balances due to and due from other funds at September 30, 2020, consisted of the following:

<u>Due to Fund</u>	<u>Due from Fund</u>	<u>Amount</u>
General Fund	Nonmajor Funds	\$ 3,482
General Fund	Debt Service	123,570
General Fund	Type B Economic Development	351
General Fund	Capital Improvements	113,821
Type A Economic Development	General Fund	3,638
Capital Improvements	Type A Economic Development	3,577
Capital Improvements	Type B Economic Development	3,517
Debt Service Fund	Type B Economic Development	438,625
Nonmajor Funds	General Fund	3,412
Total		<u>\$ 693,993</u>

All amounts due are scheduled to be repaid within one year.

**CITY OF JOSHUA, TEXAS
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2020**

NOTE 2 DETAILED NOTES ON ALL FUNDS (CONTINUED)

F. Interfund Balances and Activity (Continued)

Transfers to and from other funds at September 30, 2020 consisted of the following:

Transfers from	Transfers to	Amount
Type A Economic Development	General Fund	\$ 30,000
Type B Economic Development	General Fund	95,000
Type B Economic Development	Debt Service Fund	150,000
Type A Economic Development	Capital Improvements Fund	150,000
General Fund	Capital Improvements Fund	352,455
Total		<u>\$ 777,455</u>

NOTE 3 OTHER INFORMATION

A. Risk Management

The City is exposed to various risks of loss related to torts, theft, damage, or destruction of assets, error and omissions, injuries to employees, and natural disasters. During fiscal year 2015, the City obtained general liability coverage at a cost that is considered to be economically justifiable by joining together with other governmental entities in the state as a member of the Texas Municipal League Intergovernmental Risk Pool (TML). TML is a self-funded pool operating as a common risk management and insurance program. The City pays an annual premium to TML for its above insurance coverage. The agreement for the formation of TML provides that TML will be self-sustaining through member premiums and will reinsure through commercial companies for claims in excess of acceptable risk levels; however, each category of coverage has its own level of reinsurance. The City continues to carry commercial insurance for other risks of loss. There were no significant reductions in commercial insurance coverage in the past fiscal year and settled claims resulting from these risks have not exceeded coverage in any of the past three fiscal years.

**CITY OF JOSHUA, TEXAS
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2020**

NOTE 3 OTHER INFORMATION (CONTINUED)

B. Defined Benefit Pension Policies

Plan Description

The City participates as one of 883 plans in the nontraditional, joint contributory, hybrid defined benefit pension plan administered by the Texas Municipal Retirement System (TMRS). TMRS is an agency created by the state of Texas and administered in accordance with the TMRS Act, Subtitle G, Title 8, Texas Government Code (the TMRS Act) as an agency multiple-employer retirement system for municipal employees in the state of Texas. The TMRS Act places the general administration and management of the System with a six- member Board of Trustees. Although the Governor, with the advice and consent of the Senate, appoints the Board, TMRS is not fiscally dependent on the state of Texas. TMRS's defined benefit pension plan is a tax-qualified plan under Sections 401(a) of the Internal Revenue Code. TMRS issues a publicly available comprehensive annual financial report (CAFR) that can be obtained at www.tmr.com.

All eligible employees of the City are required to participate in TMRS.

Benefits Provided

TMRS provides retirement, disability, and death benefits. Benefit provisions are adopted by the governing body of the City, within the options available in the state statutes governing TMRS.

At retirement, the benefit is calculated as if the sum of the employee's contributions, with interest, and the City-financed monetary credits with interest were used to purchase an annuity. Members may choose to receive their retirement benefit in over of seven payments options. Members may also choose to receive a portion of their benefit as a Partial Lump Sum Distribution in an amount equal to 12, 24, or 36 monthly payments, which cannot exceed 75% of the member's deposits and interest.

The City grants monetary credits for service rendered of a theoretical amount equal to two times what would have been contributed by the employee, with interest. Monetary credits, also known as the matching ratio, are 200% of the employee's accumulated contributions and are only payable in the form of an annuity.

Beginning in 2010, the City granted an annually repeating (automatic) basis monetary credit referred to as an updated service credit (USC) which is a theoretical amount that takes into account salary increases or plan improvements; If at any time during their career an employee earns a USC, this amount remains in their account earning interest at 5% until retirement. At retirement, the benefit is calculated as if the sum of the employee's accumulated contributions with interest and the employer match plus employer-financed monetary credits, such as USC, with interest were used to purchase an annuity. Additionally, initiated in 2010, the City provided on an annually repeating (automatic) basis cost of living adjustments (COLA) for retirees equal to a percentage of the change in the consumer price index (CPI).

**CITY OF JOSHUA, TEXAS
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2020**

NOTE 3 OTHER INFORMATION (CONTINUED)

B. Defined Benefit Pension Policies (Continued)

Benefits Provided (Continued)

A summary of plan provisions for the City are as follows:

Employee Deposit Rate	7%
Matching Ratio (City to Employee)	2 to 1
Years Required for Vesting	5
Service Retirement Eligibility	20 Years to Any Age 5 Years at Age 60 and Above
Updated Service Credit	0%
Annuity Increase to Retirees	0% of CPI

The City does not participate in Social Security.

Employees Covered by Benefit Terms

At the December 31, 2019 valuation and measurement date, the following employees were covered by the benefit terms:

Inactive Employees or Beneficiaries Currently	
Receiving Benefits	9
Inactive Employees Entitled to But Not Yet	
Receiving Benefits	50
Active Employees	35
Total	<u>94</u>

Contributions

The contribution rates for employees in TMRS are either 5%, 6%, or 7% of employee gross earnings, and the City matching percentages are with 100%, 150%, or 200%, both as adopted by the governing body of the city. Under the state law governing TMRS, the contributions rate for each city is determined annually by the actuary, using the Entry Age Normal (EAN) actuarial cost method. The actuarially determined rate is the estimated amount necessary to finance the cost of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability.

Employees for the City were required to contribute 7% of their annual gross earnings during the fiscal year. The contribution rates for the City were 6.18% and 5.17% in calendar years 2019 and 2020, respectively. The City's contributions to TMRS for the year ended September 30, 2020 were \$90,164, and were equal to the required contributions.

**CITY OF JOSHUA, TEXAS
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2020**

NOTE 3 OTHER INFORMATION (CONTINUED)

B. Defined Benefit Pension Policies (Continued)

Net Pension Liability

The City's Net Pension Liability (NPL) was measured as of December 31, 2019, and the Total Pension Liability (TPL) used to calculate the Net Pension Liability was determined by an actuarial valuation as of that date.

Actuarial Assumptions

The Total Pension Liability in the December 31, 2019 actuarial valuation was determined using the following actuarial assumptions:

Inflation	2.5% Per Year
Overall Payroll Growth	3.0% Per Year
Investment Rate of Return	6.75%, Net of Pension Plan Investment Expense, Including Inflation

Salary increases were based on a service-related table. Mortality rates for active members, retirees, and beneficiaries were based on the gender-distinct RP2000 Combined Healthy Tables with Blue Collar Adjustment, with male rates multiplied by 109% and female rates multiplied by 103%. The rates are projected on a fully generational basis by scale BB to account for future mortality improvements. For disabled annuitants, the gender-distinct RP2000 Combined Healthy Mortality Tables with Blue Collar Adjustment are used with males rates multiplied by 109% and female rates multiplied by 103% with a 3-year set-forward for both males and females. In addition, a 3% minimum mortality rate is applied to reflect the impairment for younger members who become disabled. The rates are projected on a fully generational basis by scale BB to account for future mortality improvements subject to the 3% floor.

The actuarial assumptions were developed primarily from the actuarial investigation of the experience of TMRS over the four year period from December 31, 2010 to December 31, 2014. They were adopted in 2015 and first used in the December 31, 2015 actuarial valuation. The postretirement mortality assumption for healthy annuitants and the Annuity Purchase Rate (APRs) are based on the Mortality Experience Investigation Study covering 2009 through 2011 and dated December 31, 2013. In conjunction with these changes first used in the December 31, 2013 valuation, the System adopted the Entry Age Normal actuarial cost method and a one-time change to the amortization policy. Plan assets are managed on a total return basis with an emphasis on both capital appreciation as well as the production of income in order to satisfy the short-term and long-term funding needs of TMRS.

CITY OF JOSHUA, TEXAS
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

NOTE 3 OTHER INFORMATION (CONTINUED)

B. Defined Benefit Pension Policies (Continued)

Net Pension Liability (Continued)

Actuarial Assumptions (Continued)

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. In determining their best estimate of a recommended investment return assumption under the various alternative asset allocation portfolios, GRS focused on the area between (1) arithmetic mean (aggressive) without an adjustment for time (conservative) and (2) the geometric mean (conservative) with an adjustment for time (aggressive). The target allocation and best estimates of real rates of return for each major asset class in fiscal year 2019 are summarized in the following table:

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Long-Term Expected Real Rate of Return (Arithmetic)</u>
Global Equity	30.0 %	5.30 %
Cor Fixed Income	10.0	1.25
Non-Core Fixed Income	20.0	4.14
Real Return	10.0	3.85
Real Estate	10.0	4.00
Absolute Return	10.0	3.48
Private Equity	10.0	7.75
Total	<u>100.0 %</u>	

Discount Rate

The discount rate used to measure the Total Pension Liability was 6.75%. The projection of cash flows used to determine the discount rate assumed that employee and employer contributions will be made at the rates specified in statute. Based on that assumption, the pension plan's Fiduciary Net Position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all period of projected benefit payments to determine the Total Pension Liability.

CITY OF JOSHUA, TEXAS
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

NOTE 3 OTHER INFORMATION (CONTINUED)

B. Defined Benefit Pension Policies (Continued)

Net Pension Liability (Continued)

Changes in Net Pension Liability

	Increase (Decrease)		
	Total Pension Liability	Plan Fiduciary Net Pension	Net Pension
	(a)	(b)	(a) - (b)
Balance - December 31, 2018	\$ 3,458,687	\$ 3,361,564	\$ 97,123
Changes for the Year:			
Service Cost	229,881	-	229,881
Interest	237,463	-	237,463
Change of Benefit Terms	-	-	-
Difference Between Expected and Actual Experience	(9,980)	-	(9,980)
Changes of Assumptions	3,425	-	3,425
Contributions - Employer	-	105,812	(105,812)
Contributions - Employee	-	124,068	(124,068)
Net Investment Income	-	521,071	(521,071)
Benefit Payments, Including Refunds of Employee Contributions	(111,310)	(111,310)	-
Administrative Expense	-	(2,936)	2,936
Other Changes	-	(88)	88
Net Changes	349,479	636,617	(287,138)
Balance - December 31, 2019	\$ 3,808,166	\$ 3,998,181	\$ (190,015)

The following presents the net pension liability of the City, calculated using the discount rate of 6.75%, as well as what the City's net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (5.75%) of 1-percentage-higher (7.75%) than the current rate:

	1% Decrease In Discount Rate (5.75%)	Discount Rate (6.75%)	1% Increase In Discount Rate (7.75%)
City's Net Pension Liability	\$ 393,575	\$ (190,015)	\$ (666,318)

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's Fiduciary Net Position is available in a separately-issued TMRS financial report. The report may be obtained on the Internet at www.tmr.com.

CITY OF JOSHUA, TEXAS
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

NOTE 3 OTHER INFORMATION (CONTINUED)

B. Defined Benefit Pension Policies (Continued)

Net Pension Liability (Continued)

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

For the year ended September 30, 2020, the City recognized pension expense of \$26,035. At September 30, 2020, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference Between Expected and Actual Economic Experience	\$ -	\$ 80,021
Changes in Actuarial Assumptions	2,542	-
Difference Between Projected and Actual Investment Earnings	-	120,168
Contributions Subsequent to the Measurement Date	74,907	-
Total	<u>\$ 77,449</u>	<u>\$ 200,189</u>

\$74,907 reported as deferred outflows of resources related to pension resulting from contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability for the year ending September 30, 2020. Other amounts reported as deferred outflows of resources related to pensions will be recognized in pension expenses as follows:

<u>Year Ending September 30,</u>	<u>Amount</u>
2020	\$ (74,556)
2021	(64,715)
2022	458
2023	(58,834)
Total	<u>\$ (197,647)</u>

C. Commitments and Contingencies

Contingencies

The City participates in grant programs which are governed by various rules and regulations of the grantor agencies. Costs charged to the respective grant programs are subject to audit and adjustment by the grantor agencies; therefore, to the extent that the City has not complied with the rules and regulations governing the grants, refunds of any money received may be required and the collectability of any related receivable may be impaired. In the opinion of the City, there are no significant contingent liabilities relating to compliance with the rules and regulations governing the respective grants; therefore, no provision has been recorded in the accompanying basic financial statements for contingencies.

**CITY OF JOSHUA, TEXAS
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2020**

NOTE 3 OTHER INFORMATION (CONTINUED)

C. Commitments and Contingencies (Continued)

Litigation

The City is subject to certain legal proceedings in the normal course of operations. In the opinion of management, the aggregate liability, if any, with respect to potential legal actions will not materially adversely affect the City's financial position, results of operations, or cash flows.

REQUIRED SUPPLEMENTARY INFORMATION

CITY OF JOSHUA, TEXAS
SCHEDULE OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCE – BUDGET AND ACTUAL
GENERAL FUND
YEAR ENDED SEPTEMBER 30, 2020

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget -
				Positive
				(Negative)
REVENUES				
Taxes:				
Property	\$ 2,255,715	\$ 2,273,485	\$ 2,282,131	\$ 8,646
Sales	802,725	842,860	858,132	15,272
Alcoholic Beverage	100	5,605	5,603	(2)
Fire District	153,000	153,000	153,000	-
Franchise Fees	372,645	360,275	356,832	(3,443)
Fines and Forfeitures	125,000	97,550	63,384	(34,166)
Grants and Contributions	166,810	9,360	96,129	86,769
Charges For Services	796,305	909,815	836,553	(73,262)
Investment Earnings	2,700	3,550	9,523	5,973
Miscellaneous	78,250	230,505	154,331	(76,174)
Total Revenues	4,753,250	4,886,005	4,815,618	(70,387)
EXPENDITURES				
Current:				
General Government	1,017,875	822,195	832,478	(10,283)
Public Safety	1,997,385	1,065,025	1,081,018	(15,993)
Public Works	762,145	585,835	541,184	44,651
Municipal Court	140,200	93,895	97,661	(3,766)
Development Services	620,855	874,080	957,652	(83,572)
Animal Control	167,900	152,390	158,763	(6,373)
Fire Department	634,500	326,640	344,589	(17,949)
Debt Service	125,730	125,725	259,744	(134,019)
Capital Outlay	-	124,610	66,539	58,071
Total Expenditures	5,466,590	4,170,395	4,339,628	(169,233)
EXCESS (DEFICIENCY) OF REVENUES				
OVER (UNDER) EXPENDITURES	(713,340)	715,610	475,990	(239,620)
OTHER FINANCING SOURCES (USES)				
Bond Proceeds	-	-	3,755,000	3,755,000
Bond Premiums	-	-	283,985	283,985
Transfers In	297,455	352,455	125,000	(227,455)
Transfers Out	297,455	352,455	(352,455)	-
Total Other Financing Sources (Uses)	594,910	704,910	3,811,530	3,811,530
NET CHANGE IN FUND BALANCES	(118,430)	1,420,520	4,287,520	3,571,910
Fund Balances - Beginning of Year	1,422,985	1,669,227	1,669,227	-
FUND BALANCES - END OF YEAR	<u>\$ 1,304,555</u>	<u>\$ 3,089,747</u>	<u>\$ 5,956,747</u>	<u>\$ 3,571,910</u>

See accompanying Note to Required Supplementary Information.

CITY OF JOSHUA, TEXAS
SCHEDULE OF CHANGES IN NET PENSION LIABILITY
AND RELATED RATIOS
YEAR ENDED DECEMBER 31, 2020

Plan Year	2015	2016	2017	2018	2019
A. Total Pension Liability					
Service Cost	\$ 207,231	\$ 222,255	\$ 207,242	\$ 217,867	\$ 229,881
Interest (on the Total Pension Liability)	164,060	186,581	203,201	224,113	237,463
Difference Between Expected and Actual Experience	(4,751)	(61,172)	18,030	(126,923)	(9,980)
Change of Assumptions	105,326	-	-	-	3,425
Benefit Payments, Including Refunds of Employee Contributions	(42,673)	(75,189)	(112,687)	(135,258)	(111,310)
Net Change in Total Pension Liability	429,193	272,475	315,786	179,799	349,479
Total Pension Liability - Beginning	2,261,434	2,690,627	2,963,102	3,278,888	3,458,687
Total Pension Liability - Ending (a)	<u>\$ 2,690,627</u>	<u>\$ 2,963,102</u>	<u>\$ 3,278,888</u>	<u>\$ 3,458,687</u>	<u>\$ 3,808,166</u>
B. Plan Fiduciary Net Position					
Contributions - Employer	\$ 75,539	\$ 87,382	\$ 89,253	\$ 100,554	\$ 105,812
Contributions - Employee	116,985	120,885	112,370	118,498	124,068
Net Investment Income	3,595	174,931	401,837	(101,524)	521,071
Benefit Payments, Including Refunds of Employee Contributions	(42,673)	(75,189)	(112,687)	(135,258)	(111,310)
Administrative Expenses	(2,189)	(1,974)	(2,078)	(1,958)	(2,936)
Other	(109)	(106)	(104)	(103)	(88)
Net Change in Plan Fiduciary Net Position	151,148	305,929	488,591	(19,791)	636,617
Plan Fiduciary Net Position - Beginning	2,435,687	2,586,835	2,892,764	3,381,355	3,361,564
Plan Fiduciary Net Position - Ending (b)	<u>\$ 2,586,835</u>	<u>\$ 2,892,764</u>	<u>\$ 3,381,355</u>	<u>\$ 3,361,564</u>	<u>\$ 3,998,181</u>
C. Net Pension Liability (Asset) - Ending (a) - (b)	<u>\$ 103,792</u>	<u>\$ 70,338</u>	<u>\$ (102,467)</u>	<u>\$ 97,123</u>	<u>\$ (190,015)</u>
D. Plan Fiduciary Net Position as a Percentage of Total Pension Liability	96.14%	96.14%	103.13%	97.19%	104.99%
E. Covered Payroll	1,671,215	1,726,924	1,605,284	1,692,826	1,772,403
F. Net Pension Liability (Asset) as a Percentage of Covered Employee Payroll	6.21%	4.07%	6.38%	5.74%	-10.72%

See accompanying Note to Required Supplementary Information.

**CITY OF JOSHUA, TEXAS
SCHEDULE OF CONTRIBUTIONS
YEAR ENDED DECEMBER 31, 2020**

Fiscal Year	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Actuarial Determined Contribution	\$ 70,288	\$ 79,966	\$ 86,697	\$ 96,073	\$ 107,693	\$ 81,307
Contributions in Relation to the Actuarially Determined Contribution	<u>70,288</u>	<u>79,966</u>	<u>86,697</u>	<u>96,073</u>	<u>107,693</u>	<u>81,307</u>
Contribution Deficiency (Excess)	-	-	-	-	-	-
Covered Employee Payroll	1,657,468	1,652,285	1,726,924	1,662,081	1,743,429	1,744,589
Contributions as a Percentage of Covered Employee Payroll	4.28%	4.84%	5.02%	5.78%	6.18%	4.66%

NOTES TO SCHEDULE OF CONTRIBUTIONS

Valuation Date: Actuarially determined contribution rates are calculated as of December 31 and become effective in January 13 months later.

Methods and Assumptions Used to Determine Contribution Rates:

Actuarial Cost Method	Entry Age Normal
Amortization Method	Level Percentage of Payroll, Closed
Remaining Amortization Period	25 years
Asset Valuation Method	10 Year smoothed market; 15% soft corridor
Inflation	2.50%
Salary Increases	3.50% to 10.50% including inflation
Investment Rate of Return	6.75%
Retirement Age	Experience-based table of rates that are specific to the City's plan of benefits. Last updated for the 2015 valuation pursuant to an experience study of the period 2010-2014.

Mortality	RP2000 Combined Mortality Table with Blue Collar Adjustment with male rates multiplied by 109% and female rates multiplied by 103% and projected on a fully generational basis of with BB.
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Other Information

Notes	There were no benefit changes during the year.
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**CITY OF JOSHUA, TEXAS
NOTE TO REQUIRED SUPPLEMENTARY INFORMATION
(UNAUDITED)
SEPTEMBER 30, 2020**

NOTE 1 GENERAL FUND BUDGETARY ANALYSIS

Budgetary Information

The City Council adopts an annual budget prepared on a non-GAAP basis. City management may transfer part or all of any unencumbered appropriation balance within specific categories (i.e., personnel, operations, supplies, or capital outlay) within programs; however, any revisions that alter the total expenditures of the categories must be approved by the City Council. The City, for management purposes, adopts budgets for all funds. Legal budgets are also adopted for all funds, and the legal level of control is the fund level.

All unused appropriations, except appropriations for capital expenditures, lapse at the close of the fiscal year to the extent they have not been expended or encumbered. An appropriation for capital expenditures shall continue in force until the purpose for which it was made is accomplished or abandoned. No supplemental budgetary appropriations occurred in the Debt Service Fund or in the General Fund. Revised budgets, if any, are used for budget versus actual comparisons.

OTHER SUPPLEMENTARY INFORMATION

CITY OF JOSHUA, TEXAS
BUDGETARY COMPARISON SCHEDULE – BUDGET AND ACTUAL
(NON-GAAP BUDGETARY BASIS)
DEBT SERVICE FUND
YEAR ENDED SEPTEMBER 30, 2020

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget -
				Positive
				(Negative)
REVENUES				
Property Taxes	\$ 727,630	\$ 883,105	\$ 888,240	\$ 5,135
Investment Earnings	-	-	48,653	48,653
Total Revenues	727,630	883,105	936,893	53,788
EXPENDITURES				
Current:				
Debt Service - Principal	670,000	670,000	3,130,000	(2,460,000)
Debt Service - Interest	249,630	249,630	338,283	(88,653)
Total Expenditures	919,630	919,630	3,468,283	(88,653)
EXCESS (DEFICIENCY) OF REVENUES				
OVER (UNDER) EXPENDITURES	(192,000)	(36,525)	(2,531,390)	142,441
OTHER FINANCING SOURCES (USES)				
Transfers In	150,000	150,000	150,000	-
Bond Proceeds	-	-	2,500,000	2,500,000
Total Other Financing Sources (Uses)	150,000	150,000	2,650,000	2,500,000
NET CHANGE IN FUND BALANCES	(42,000)	113,475	118,610	2,642,441
Fund Balances - Beginning of Year	201,109	330,944	331,790	846
FUND BALANCES - END OF YEAR	<u>\$ 159,109</u>	<u>\$ 444,419</u>	<u>\$ 450,400</u>	<u>\$ 2,643,287</u>

CITY OF JOSHUA, TEXAS
BUDGETARY COMPARISON SCHEDULE – BUDGET AND ACTUAL
(NON-GAAP BUDGETARY BASIS)
TYPE A ECONOMIC DEVELOPMENT CORPORATION
YEAR ENDED SEPTEMBER 30, 2020

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget -
				Positive
				(Negative)
REVENUES				
Sales Tax	\$ 401,365	\$ 421,430	\$ 425,526	\$ 4,096
Investment Earnings	600	850	851	1
Total Revenues	401,965	422,280	426,377	4,097
EXPENDITURES				
Current:				
Economic Development	32,500	27,200	44,125	(16,925)
Debt Service	220,730	220,730	220,727	3
Total Expenditures	253,230	247,930	264,852	(16,922)
EXCESS (DEFICIENCY) OF REVENUES				
OVER (UNDER) EXPENDITURES	148,735	174,350	161,525	21,019
OTHER FINANCING SOURCES (USES)				
Transfers Out	180,000	180,000	(180,000)	-
NET CHANGE IN FUND BALANCES	328,735	354,350	(18,475)	21,019
Fund Balances - Beginning of Year	252,758	356,143	322,936	235,073
FUND BALANCES - END OF YEAR	<u>\$ 581,493</u>	<u>\$ 710,493</u>	<u>\$ 304,461</u>	<u>\$ 256,092</u>

CITY OF JOSHUA, TEXAS
BUDGETARY COMPARISON SCHEDULE – BUDGET AND ACTUAL
(NON-GAAP BUDGETARY BASIS)
TYPE B ECONOMIC DEVELOPMENT CORPORATION
YEAR ENDED SEPTEMBER 30, 2020

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget - Positive (Negative)
REVENUES				
Sales Tax	\$ 401,365	\$ 421,430	\$ 425,526	\$ 4,096
Investment Earnings	1,000	1,000	975	(25)
Miscellaneous	-	2,500	11,952	9,452
Total Revenues	402,365	424,930	438,453	13,523
EXPENDITURES				
Economic Development	24,000	23,170	13,668	9,502
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	378,365	401,760	424,785	4,021
OTHER FINANCING SOURCES (USES)				
Transfers Out	315,250	245,000	(245,000)	-
NET CHANGE IN FUND BALANCES	693,615	646,760	179,785	4,021
Fund Balances - Beginning of Year	32,643	32,643	168,143	29,685
FUND BALANCES - END OF YEAR	<u>\$ 726,258</u>	<u>\$ 679,403</u>	<u>\$ 347,928</u>	<u>\$ 33,706</u>

**CITY OF JOSHUA, TEXAS
COMBINING BALANCE SHEET
OTHER GOVERNMENTAL FUNDS
SEPTEMBER 30, 2020**

	<u>Court Security</u>	<u>Court Technology</u>	<u>Hotel Occupancy</u>	<u>Total Other Governmental Funds</u>
ASSETS				
Receivables, Net	\$ -	\$ 532	\$ 3,923	\$ 4,455
Restricted Cash and Cash Equivalents	24,030	2,311	225,546	251,887
Due from Other Funds	<u>-</u>	<u>3,412</u>	<u>-</u>	<u>3,412</u>
Total Assets	<u><u>\$ 24,030</u></u>	<u><u>\$ 6,255</u></u>	<u><u>\$ 229,469</u></u>	<u><u>\$ 259,754</u></u>
LIABILITIES AND FUND BALANCES				
LIABILITIES				
Accounts Payable	\$ 3,000	\$ -	\$ -	\$ 3,000
Due to Other Funds	<u>-</u>	<u>3,108</u>	<u>374</u>	<u>3,482</u>
Total Liabilities	3,000	3,108	374	6,482
FUND BALANCES				
Restricted for:				
Court Security	21,030	-	-	21,030
Court Technology	-	3,147	-	3,147
Tourism	-	-	229,095	229,095
Unassigned	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Fund Balances	<u><u>21,030</u></u>	<u><u>3,147</u></u>	<u><u>229,095</u></u>	<u><u>253,272</u></u>
Total Liabilities and Fund Balances	<u><u>\$ 24,030</u></u>	<u><u>\$ 6,255</u></u>	<u><u>\$ 229,469</u></u>	<u><u>\$ 259,754</u></u>

**CITY OF JOSHUA, TEXAS
COMBINING STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
OTHER GOVERNMENTAL FUNDS
YEAR ENDED SEPTEMBER 30, 2020**

	Court Security	Court Technology	Hotel Occupancy	Total Other Governmental Funds
REVENUES				
Hotel Occupancy Taxes	\$ -	\$ -	\$ 33,561	\$ 33,561
Fines and Forfeitures	3,241	3,310	-	6,551
Total Revenues	<u>3,241</u>	<u>3,310</u>	<u>33,561</u>	<u>40,112</u>
EXPENDITURES				
Current:				
Municipal Court	-	3,388	-	3,388
Total Expenditures	<u>-</u>	<u>3,388</u>	<u>-</u>	<u>3,388</u>
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	3,241	(78)	33,561	36,724
Fund Balances - Beginning of Year	<u>17,789</u>	<u>3,225</u>	<u>195,534</u>	<u>216,548</u>
FUND BALANCES - END OF YEAR	<u>\$ 21,030</u>	<u>\$ 3,147</u>	<u>\$ 229,095</u>	<u>\$ 253,272</u>

INTERNAL CONTROL REPORT



**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

Honorable Mayor and
Members of the City Council
City of Joshua, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of City of Joshua, Texas, as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise City of Joshua, Texas's basic financial statements, and have issued our report thereon dated March 22, 2021.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered City of Joshua's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of City's internal control. Accordingly, we do not express an opinion on the effectiveness of City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. We did identify a certain deficiency in internal control, described in the accompanying schedule of findings and responses as item 2020-001 that we consider to be a significant deficiency.

Honorable Mayor and
Members of the City Council
City of Joshua, Texas

Compliance and Other Matters

As part of obtaining reasonable assurance about whether City of Joshua's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

City of Joshua, Texas' Response to Findings

City of Joshua, Texas' response to the finding identified in our audit is described in the accompanying schedule of findings and responses. City of Joshua, Texas' response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



CliftonLarsonAllen LLP

Fort Worth Texas
March 22, 2021

**CITY OF JOSHUA, TEXAS
SCHEDULE OF FINDINGS AND RESPONSES
YEARS ENDED SEPTEMBER 30, 2020**

FINDING 2020-001

Type of Finding: Significant Deficiency in Internal Control

Criteria or specific requirement: The City did not prepare its own financial statements.

Condition: CLA prepared the financial statements of the City in conformance with accounting principles generally accepted in the United States of America.

Context: The City does not currently prepare its own financial statements, including all of the required financial statement disclosures and reporting entries to properly reflect restrictions on net position. However, staff has sufficient skills, knowledge, and experience to review the financial statements and note disclosures to determine their accuracy and completeness.

Cause: As part of a time/cost savings the City requested the auditor to prepare the financial statements.

Effect: The design of the internal controls over the financial reporting process could affect the ability of the City to report their financial data consistently with the assertions of management in the financial statements.

Repeat Finding: This is a prior year finding that has not been remedied.

Recommendation: The City should weigh the costs and benefits involved with training personnel to draft its own financial statements in conformance with accounting principles generally accepted in the United States of America.

Views of responsible officials: There is no disagreement with the audit finding.



City Council Agenda

April 15, 2021

Agenda Item: G2 & 3

Ordinance

(Action Item)

Agenda Description:

Conduct a public hearing and consider approving a Planned Development District and associated Detailed Site Plan on a 1.151 acre tract of land located at the northwest corner of Plum Street and State Highway 174, and being located within the Joshua Station Overlay District with a Land Use Designation of CR, Corridor Retail for the purpose of constructing a restaurant with drive-thru service.

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

Background Information:

HISTORY: A preliminary plat of Joshua Station Addition was approved in 2008. There have been numerous final plats and replats of this 44 acre tract of land since 2008, including the final plat of Lot 10. During that time, the name of the plat for Lot 10 was changed from Joshua Station Addition to Cypress Creek Addition. Regardless, it is part of the same preliminary plat that was approved in 2008. The subject property is referred to as Lot 9, as per the approved preliminary plat and will be platted as such. There was a Planned Development District and associated Conceptual Plan approved for Lot 10, Cypress Creek Addition; however, other properties within this preliminary platted area, as they develop, need to have the PD designation and Detailed Site Plan approved prior to construction.

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

ANALYSIS: The proposed development of this property is to allow for a fast-food restaurant with drive-thru service for Panda Express. The proposed building will be 2,381 square feet.

The applicant will comply with most of the regulations in the Zoning Ordinance, however, they are requesting a waiver (variance) to the provisions of the ordinance set forth in the Development Standards.

1. The Zoning Ordinance "The Ordinance" requires a masonry wall to be constructed between residential uses and nonresidential uses. There is a multifamily dwelling complex located behind this property with an existing six (6) foot wooden fence. The applicant is asking for a waiver to the masonry wall in order to keep the existing wooden fence in place. This same waiver was requested by and granted to the Starbucks development just north of this site.

ENGINEERING RELATED ISSUES: 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 final platting review process.

RECOMMENDATION: The Planning & Zoning Commission has made a recommendation for approval to the City Council on March 9, 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) Planned Development Application
- 2) PD Ordinance
- 3) Exhibit 1 Legal Description
- 4) Exhibit 2 Detailed Site Plan
- 5) Exhibit 3 Lighting Plan
- 6) Exhibit 4 Landscape
- 7) Exhibit 5 Building Elevations
- 8) Exhibit 6 Development Standards

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: Panda Express

Project Address (Location): S. Broadway Street & Mountaineer Road

Existing Zoning: C-1 Proposed Zoning: C-1

Existing Use: VACANT Proposed Use: Restaurant w/ drive through service

Existing Comprehensive Plan Designation: Joshua Station - Block 9 Gross Acres: 1.152

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: Dennis Stone Company: Panda Restaurant Group

Address: 11604 Hollister Drive Tel: 512-288-5070 Fax: _____

City: Austin State: TX ZIP: 78739 Email: Dennis.Stone@PandaRG.com
Joshua Type A Economic

Property Owner: _____ Company: Development Corporation

Address: 101 South Main Street Tel: _____ Fax: _____

City: Joshua State: TX ZIP: 75068 Email: _____

Key Contact: David Greer Company: BGE, Inc.

Address: 777 Main Street, Suite 1900 Tel: 817-872-6005 Fax: _____

City: Fort Worth State: TX ZIP: 76102 Email: dgreer@bgeinc.com

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

SIGNATURE: [Signature]

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

Daron Beck

Print or Type Name: _____

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 4 day of November 2020

Notary Public

City secret

Signature _____ Date: _____

For Departmental Use Only

Case No.: PD 2020-04

Project Manager: _____

Total Fee(s): _____

Check No: Submitted to EDC

Date Submitted: 2-10-21

Accepted By: _____

Date of Complete Application: _____

CITY OF JOSHUA, TEXAS

ORDINANCE NO. 809-2021

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, CHANGING THE ZONING ON APPROXIMATELY 1.151 ACRE TRACT OF LAND LOCATED AT THE NORTHWEST CORNER OF PLUM STREET AND STATE HIGHWAY 174, AND BEING LOCATED WITHIN THE JOSHUA STATION OVERLAY DISTRICT WITH A LAND USE DESIGNATION OF CR, CORRIDOR RETAIL TO PLANNED DEVELOPMENT DISTRICT (PD), IN ACCORDANCE WITH THE SPECIFIC REQUIREMENTS STATED HEREIN AND EXHIBITS ATTACHED HERETO; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR SAID ORDINANCE TO TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE.

WHEREAS, after public notice and public hearing as required by law, the Planning and Zoning Commission of the City of Joshua, Texas, has recommended that the official zoning map of the City be amended to reflect that the zoning on approximately 1.151 acre tract of land located at the southwest corner of Joshua Station Blvd. and State Highway 174, and being located within the Joshua Station Overlay District with a Land Use Designation of CR, Corridor Retail to Planned Development District (PD); and

WHEREAS, after 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 hearings, the City Council of the City of Joshua, Texas, has determined that it is in the public's best interest and in support of the health, safety, morals and general welfare of the citizens of the City of Joshua, Texas, that the official zoning map of the City of Joshua, Texas, be amended to reflect the aforementioned change of zoning; and

WHEREAS, all required notices pursuant to the City of Joshua's Zoning Ordinance and Chapter 211 of the Texas Local Government Code have been accomplished;

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

SECTION 1

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

SECTION 2

From and after the effective date of this Ordinance, the official zoning map of the City of Joshua, Texas, is hereby amended and changed in the following particulars, and all other existing

sections, subsections, paragraphs, sentences, definitions, phrases and words of the Zoning Ordinance are not amended, but shall remain intact and are hereby ratified, verified and affirmed:

The zoning on the property described in Exhibit 1, the legal description of the property, attached hereto and incorporated herein for all purposes, is changed to Planned Development District (PD). All development on the property shall be in accordance with the Detailed Site Plan, attached hereto as Exhibit 2 and incorporated herein for all purposes; the Enlarged Site Plan and Lighting Plan, attached hereto as Exhibit 3 and incorporated herein for all purposes; the Landscape Plan, attached hereto as Exhibit 4 and incorporated herein for all purposes; and the Building Elevations, attached hereto as Exhibit 5 and incorporated herein for all purposes.

SECTION 3

The property described herein shall be subject to, and conform to, the Development Standards, attached hereto as Exhibit 6 and incorporated herein for all purposes.

SECTION 4

All ordinances, orders or resolutions heretofore passed and adopted by the City Council of the City of Joshua, Texas, are hereby repealed to the extent that said ordinances, resolutions, or parts thereof, are in conflict herewith.

SECTION 5

If any section, subsection, clause, phrase or provision of this Ordinance, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unconstitutional, the remaining sections, subsections, clauses, phrases and provisions of this Ordinance, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION 6

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

PASSED, APPROVED AND ADOPTED BY THE CITY COUNCIL OF JOSHUA, TEXAS, THIS 15TH DAY OF APRIL, 2021.

Joe Hollarn, Mayor

ATTEST:

Alice Holloway, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, City Attorney

EXHIBIT 1

(Legal Description of the Property)

EXHIBIT 2

(Detailed Site Plan)

EXHIBIT 3

(Enlarged Site Plan and Lighting Plan)

EXHIBIT 4

(Landscape Plan)

EXHIBIT 5

(Building Elevations)

EXHIBIT 6

Development Standards

BEING A TRACT OF LAND SITUATED IN THE GEORGE CASSELAND SURVEY, ABSTRACT NO. 173, COUNTY OF JOHNSON, TEXAS, AND BEING PART OF A 47 ACRE TRACT OF LAND DESCRIBED IN DEED TO JOSHUA BOBOS, LTD. AND RECORDED IN VOLUME 4045, PAGE 55 OF THE OFFICIAL PUBLIC RECORDS OF JOHNSON COUNTY, TEXAS, AND BEING A PART OF THE PROPERTY DESCRIBED IN DEED TO JOSHUA TYPE A ECONOMIC DEVELOPMENT CORPORATION AS DESCRIBED IN DEED RECORDED IN COUNTY CLERKS FILE NUMBER 2018-11574 OF THE REAL PROPERTY RECORDS OF JOHNSON COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND FOR CORNER IN THE WEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 174 (S. BROADWAY BOULEVARD), SAID POINT BEING THE SOUTHEAST CORNER OF SAID JOSHUA BOBOS, LTD. TRACT;

THENCE SOUTH 89° 26' 59" WEST AND DEPARTING THE WEST RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 174 (S. BROADWAY BOULEVARD) AND FOLLOWING ALONG THE SOUTH LINE OF SAID JOSHUA BOBOS, LTD. TRACT FOR A DISTANCE OF 56.84 FEET TO A 5/8" IRON ROD SET FOR CORNER;

THENCE NORTH 58° 49' 21" WEST AND LEAVING SOUTH LINE OF SAID JOSHUA BOBOS, LTD. TRACT AND ACROSS SAID JOSHUA BOBOS, LTD. TRACT FOR A DISTANCE OF 289.83 FEET TO A 5/8" IRON ROD SET FOR CORNER, SAID POINT BEING IN THE EAST LINE OF LOT 10 IN BLOCK 1 OF THE CYPRESS CREEK AT JOSHUA STATION ADDITION, AS RECORDED IN VOLUME 10, PAGE 879, SLIDE 6 OF THE PLAT RECORDS OF JOHNSON COUNTY, TEXAS;

THENCE NORTH 01° 45' 55" WEST AND FOLLOWING ALONG THE EAST LINE OF SAID LOT 10 AND ACROSS SAID JOSHUA BOBOS, LTD. TRACT FOR A DISTANCE OF 73.52 FEET TO A 5/8" IRON ROD SET FOR CORNER;

THENCE NORTH 88° 14' 31" EAST AND LEAVING THE EAST LINE OF SAID LOT 10 AND ACROSS SAID JOSHUA BOBOS, LTD. TRACT FOR A DISTANCE OF 300.00 FEET TO A 5/8" IRON ROD SET FOR CORNER IN THE WEST RIGHT-OF-WAY LINE OF AFORESAID STATE HIGHWAY 174 (S. BROADWAY BOULEVARD);

THENCE SOUTH 01° 45' 55" EAST AND FOLLOWING ALONG THE WEST RIGHT-OF-WAY LINE OF AFORESAID STATE HIGHWAY 174 (S. BROADWAY BOULEVARD) FOR A DISTANCE OF 232.34 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.1529 ACRES OF LAND, MORE OR LESS.



SITE DATA SUMMARY CHART

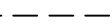
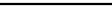
GENERAL SITE DATA		
LEGAL DESCRIPTION	PART OF CALLED 5.1061 ACRE TRACT INST.	
EXISTING ZONING	NO. 2018-11574 OPRCT	
LAND USE DESIGNATION	C-1 JOSHUA STATION OVERLAY DISTRICT	
LOT ACREAGE	CORRIDOR RETAIL 1.151 AC (50,119.92 SF)	
PROPOSED IMPIEVIOUS COVERAGE	80.4% (40,303 SF)	
SITE COVERAGE	4.75% (2,381 SF)	
BUILDING DATA		
BUILDING SQUARE FOOTAGE	2,381 SF	
PROVIDED DRIVE-THRU STACKING	12	
BUILDING HEIGHT	24' (ONE STORY)	
PARKING DATA		
	REQUIRED	PROVIDED
PARKING SPACES	24 (1/100 S.F.)	52* (2.18 / 100 S.F.)
ADA PARKING	3	3

*ADA PARKING INCLUDED IN PARKING TOTALS

FLOODPLAIN NOTE:

ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY
PANEL NO. 48251C0160J, DATED DECEMBER 4, 2012, THE SUBJECT
PROPERTY IS IN ZONE "X" UNSHADED, AREA OF MINIMAL FLOOD HAZARD.

LEGEND

	7" CONCRETE PAVEMENT (HEAVY DUTY)
	6" CONCRETE PAVEMENT (MED. DUTY)
	DENOTES BLUE PLACARD ADA STALLS
	PARKING COUNT
	FIRE LANE STRIPING
	PROPERTY LINE
	PROPOSED LOT LINE
	EASEMENT

NOTES

1. ALL DIMENSIONS ARE FROM FACE OF CURB UNLESS OTHERWISE NOTED.
2. SEE ARCHITECTURE DRAWING FOR MORE INFORMATION ON BUILDING

!!!CAUTION!!!

EXISTING OVERHEAD LINE AND
UNDERGROUND UTILITIES IN
PROJECT AREA.

MOUNTAINEIRE ROAD
(50' RIGHT-OF-WAY)

30' UNITED ELECTRIC
COOPERATIVE SERVICES, INC.
EASEMENT INSTRUMENT
NUMBER 2017-17405
OPRUCT

15' WATER LINE EASEMENT
BRAZOS RIVER AUTHORITY
VOLUME 1384, PAGE 129
OPRJCT

LOT 10, BLOCK 1
CYPRESS CREEK AT
JOSHUA STATION
VOLUME 10, PAGE 879/880, DR
OPRJCT

JCSUD EASEMENT
VOLUME 10, PAGE 875
/880, DRAWER G
O.P.R.J.C.T.

20' JCSUD/DRAINAGE EASEMENT
JOHNSON COUNTY SPECIAL UTILITY DISTRICT
INSTRUMENT NUMBER 2015-21920
OPRICT

30' ACCESS EASEMENT
JOHNSON COUNTY SPECIAL UTILITY DISTRICT
INSTRUMENT NUMBER 2015-21920

10' GENERAL UTILITY EASEMENT
JOHNSON COUNTY SPECIAL UTILITY DISTRICT
INSTRUMENT NUMBER 2015-21920

INDUSTRIAL
LAND USE:
MULTI-FAMILY

ACCESS DRIVE
BY OTHERS

OWNERS: JOSHUA TYPE A ECON
DEVELOPMENT CORPORATION

PART OF
CALLED 5.1061
ACRE TRACT
TRUMENT NUMBER
- 7018-11574
LOBBY CT

LINE
Y L.P.
MENT
302

CITY OF JOSH
VOLUME 4411, PA
OPR ICT

15' WATER LINE EASEMENT
BRAZOS RIVER AUTHORITY
VOLUME 1384, PAGE 129

20' UNITED ELECTRIC
COOPERATIVE SERVICES, INC.
EASEMENT INSTRUMENT NUMBER

NOTE: TEST WELL
SIDEWALK EXTENSION TO
MOUNTAINEER ROAD TO
BE DESIGNED & INSTALLED BY
DEVELOPER

EXISTING SIGN T

S. BROADWAY STREET
(STATE HIGHWAY 174)
(VARIABLE WIDTH RIGHT-OF-WAY)

OWNER REPRESENTATIVE
THE RETAIL CONNECTION
2525 MCKINNON STREET
DALLAS, TX 75201
214-572-8438
CONTACT: JEFF MARTIN

DEVELOPER:
PANDA RESTAURANT GROUP
11604 HOLLISTER DRIVE
AUSTIN, TX 78739
512-288-5070
CONTACT: DENNIS STONE

ENGINEER:
BGE, INC
777 MAIN STREET, SUITE 1900
FORT WORTH, TX 76102
817-872-6005
CONTACT: DAVID GREER

BGE, Inc.
777 Main St., Suite 1900, Fort Worth, TX 76102
Tel: 817-887-6130 • www.bgeinc.com
TRBS Registration No. F 1046

PANDA EXPRESS

SITE PLAN

SCALE: 1" = 20'	JOB #: 7656-00	DATE: NOV. 2020	SHEET: C-1.0
--------------------	-------------------	--------------------	-----------------

8GE, INC.
C:\TXN\Projects\JigGroup\7656-00-PX
Joshua D7532\UD\01 CAD\01 Shs\VC-1.0 SITE PLAN.dwg Feb 09, 2021 - 3:20am baarner





Slice Medium - SLM Outdoor LED Area Light

The Slice's sleek design makes it perfectly-suited for Commercial & Industrial applications, while its cost-effective die-cast aluminum housing makes its acquisition cost very competitive. The Slice offers high performance silicone optics, die cast aluminum housing, 42,000+ lumens and is available with Integral Airlink Synapse controls.

Optical System

- State-of-the-art one piece silicone optic sheet delivers industry leading optical control with an integrated gasket to provide IP66 rated sealed optical chamber in 1 component.
- Proprietary silicone refractor optics provide exceptional clearance and uniformity in IES Types 3, 5W, FT and FTA.
- Silicone optical material does not yellow or crack with age and provides a typical light transmittance of 93%.
- Zero uplight.
- Available in 5000K, 4000K, 3000K, and 2700K color temperatures per ANSI C78.0. Also Available in Phosphor Converted Amber with Peak intensity at 610nm.
- Minimum CRI of 70.
- Integral Louver (L) option available for improved back-light control without sacrificing street side performance. See page 5 for more details.

- High-performance driver features over-voltage, under-voltage, short-circuit and over temperature protection.
- >100 driving (10% ~ 100%) standard
- Constant Current Voltage (120~277 Vac) Input 50/60 Hz or optional High Voltage (340~480 Vac)
- L80 Calculated life: >10K Hours (See Lumen Maintenance on Page 3)
- Total harmonic distortion: <20%
- Operating temperature: -40°C to +50°C (-40°F to +122°F), 42L lumen package rated to +0°C
- Power Factor: >90
- Low power standby control over life.
- High-reliable surge protection device meets a minimum Category C Low operation (see ANSI/IEEE C82.4-21)
- High efficiency LEDs mounted to metal-core circuit board to maximize heat dissipation
- Terminal block provided accepts up to 10ga wire.
- Components are fully encased in potting material for moisture resistance. Drivers comply with FCC standards. Driver and key electronic components can easily be accessed.

LSI Industries Inc. 10000 Alliance Rd. Cincinnati, OH 45242 • www.lsi-industries.com • (513) 372-3200 • ©LSI Industries Inc. All Rights Reserved



Technical drawings of the MMS Helios Sensor, showing the Bottom View and Top View.

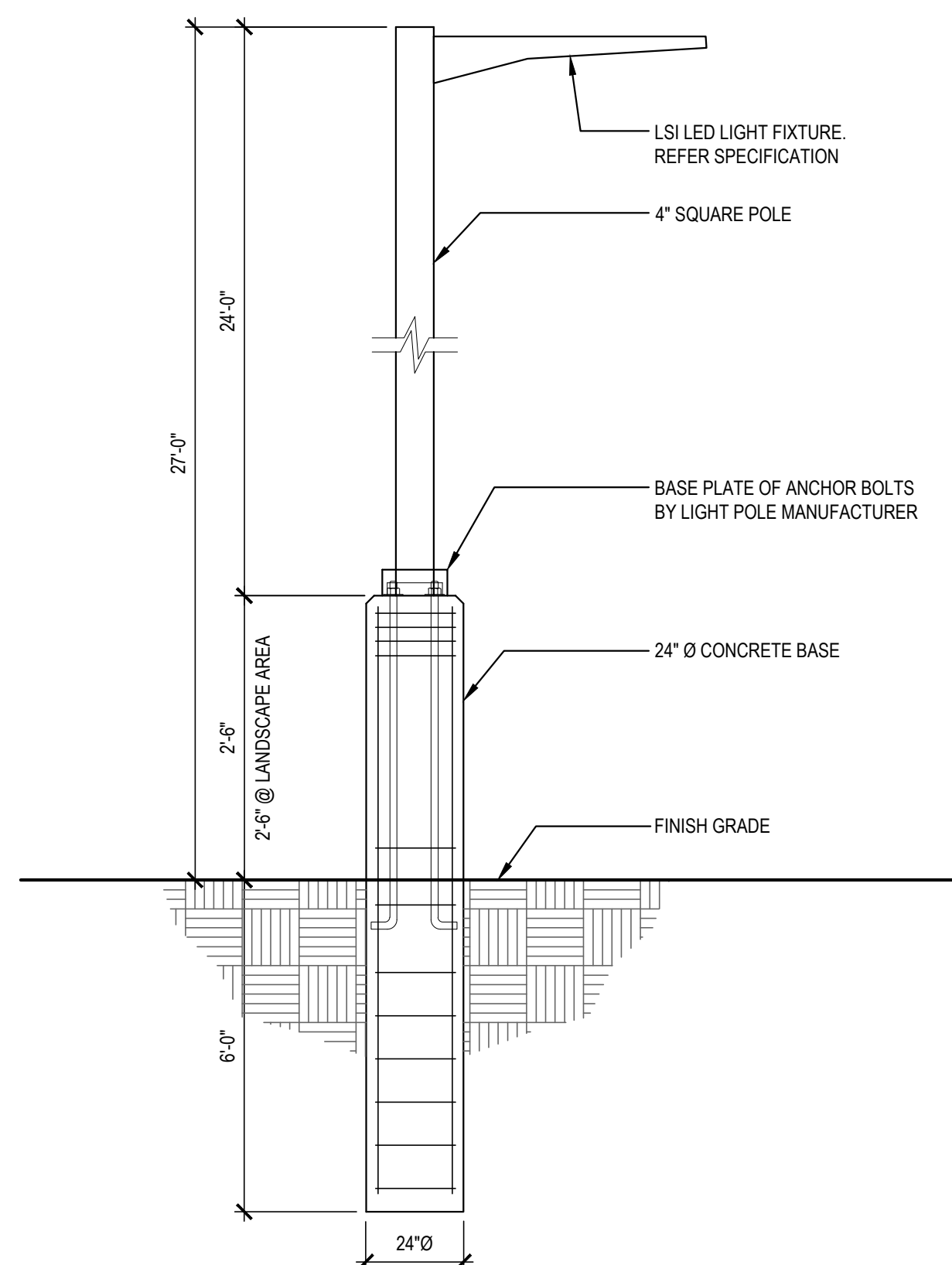
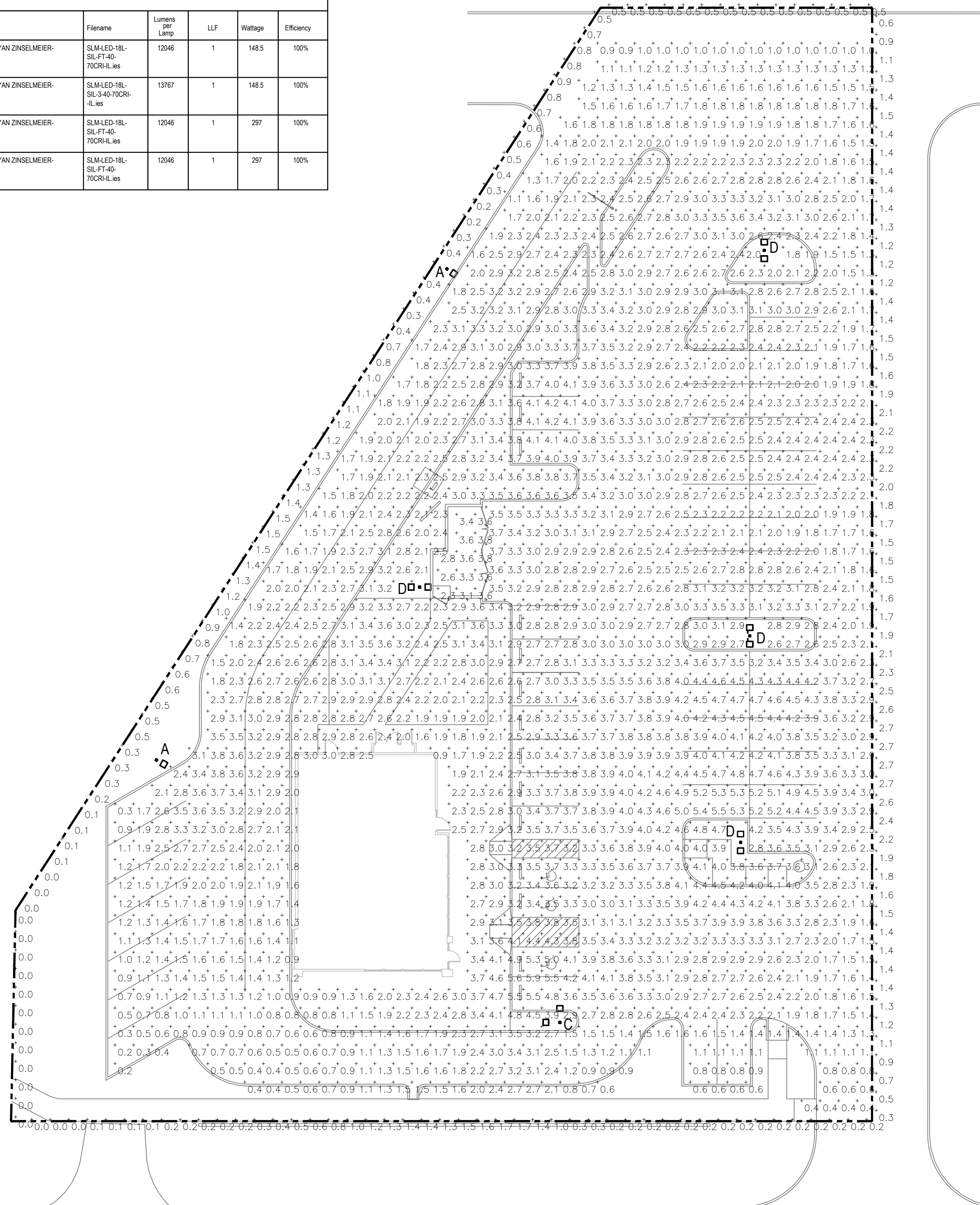
Bottom View:

- Width: 16" (407mm)
- Height: 4 1/8" (103mm)
- Minimum pole size 3"
- Control Microphone: 1/2" (12.7mm)
- MMS Helios Sensor: 1/2" (12.7mm)

Top View:

- Width: 28-11/16" (729mm)
- Height: 13-3/8" (340mm)
- Control Microphone: 1/2" (12.7mm)
- MMS Helios Sensor: 1/2" (12.7mm)

Statistics					
Symbol	Avg	Max	Max/Mn	Min	Avg/Min
+	2.6 fc	5.9 fc	29.5:1	0.2 fc	13.0:1
+	0.9 fc	2.7 fc	N/A	0.0 fc	N/A
+	3.3 fc	3.8 fc	1.7:1	2.3 fc	1.4:1



Scale= 1/4" = 1'-0" **A-205**

Scale= 1/4" = 1'-0" **A-205**



PANDA EXPRESS, INC.
1683 Walnut Grove Ave.
Rosemead, California
91770
Telephone: 626.799.9898
Facsimile: 626.372.8288

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[illegible][illegible]

PANDA PROJECT #: D7532

PANDA STORE #:

ARCH PROJECT #: 261-252

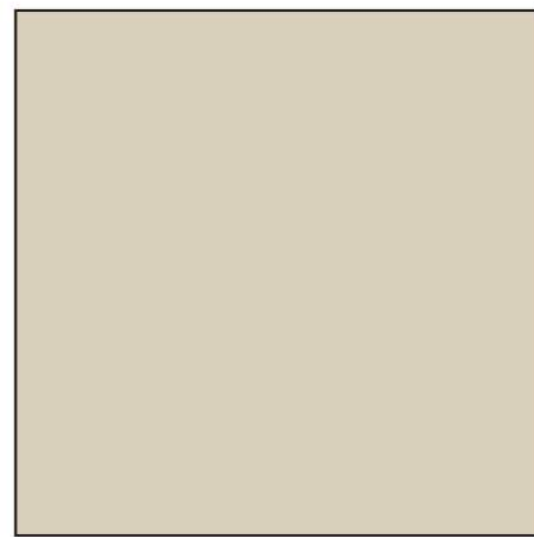


PANDA EXPRESS
TRUE WARM & WELCOME
MOUNTAINEER RD & HIGHWAY 174
JOSHUA, TX

A-205

SITE LIGHTING

TRUE WARM & WELCOME 2300 R3



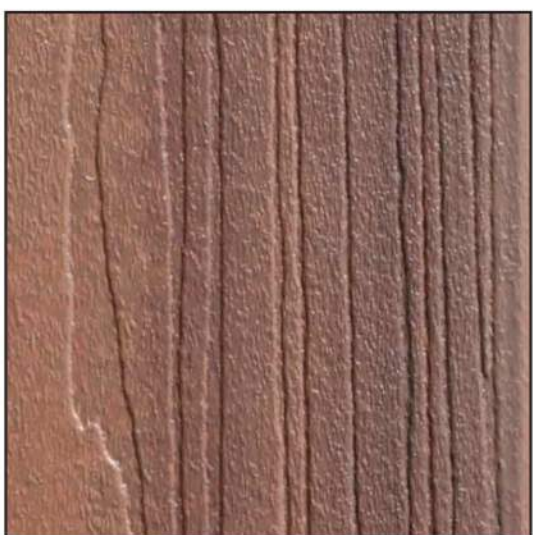
EIFS-1 SW 6148 WOOL SKEIN



CD-1 FIBERON HORIZON IPE



EIFS-2 SW 7067 CITYSCAPE



CD-2 FIBERON TUDOR BROWN



MTL-1 EXCEPTIONAL METALS
COLOR: SW 7069 IRON ORE



METAL CANOPY/VERTICAL LOUVERS
COLOR: DARK BRONZE



ST-1 CORONADO STONE PRODUCTS
INDUSTRIAL LEGE-SHALE GREY



ST-1S CORONADO STONE PRODUCTS GREY 900 SERIES-STONE CAP



FRONT PERSPECTIVE 2
NOT TO SCALE A-202



BACK PERSPECTIVE 1
NOT TO SCALE A-202

EXTERIOR FINISHES 2
NOT TO SCALE A-202



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REVISIONS:	

ISSUE DATE:	

DRAWN BY: -

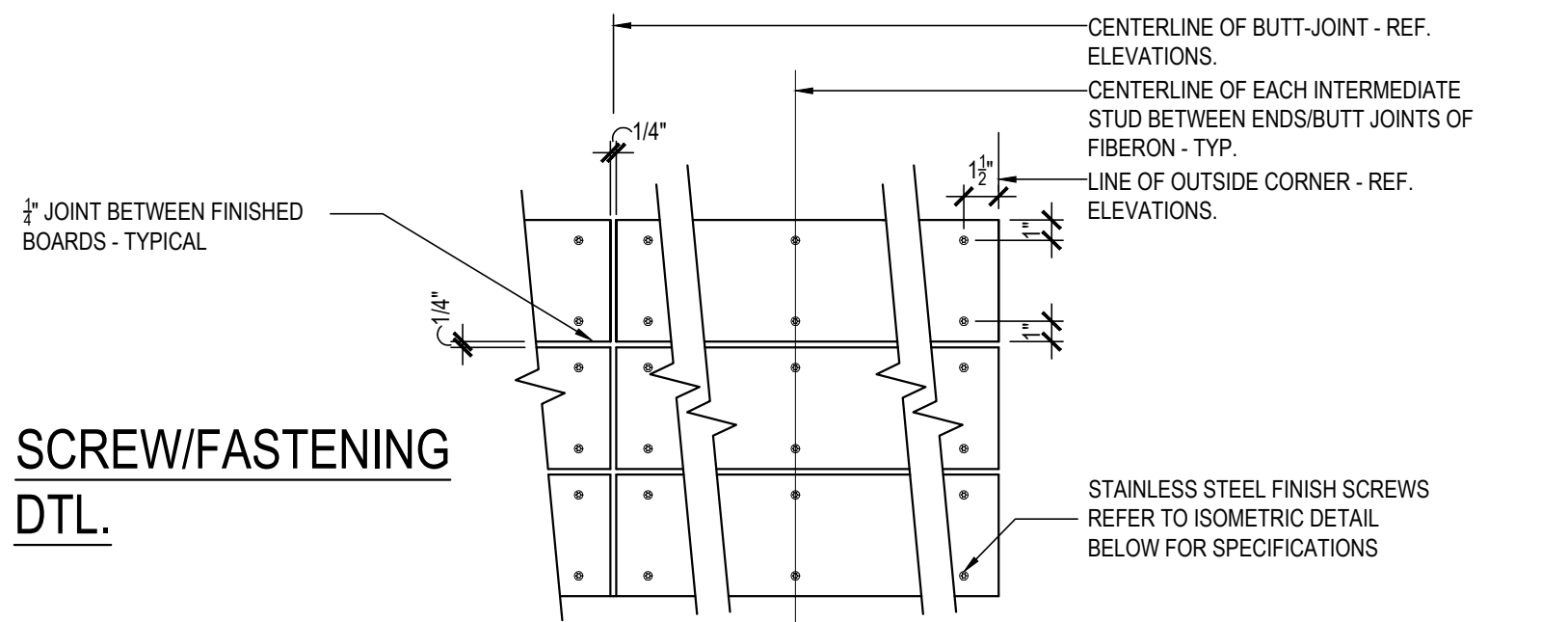
PANDA PROJECT #: -
PANDA STORE #: D7532
ARCH PROJECT #: 261-252



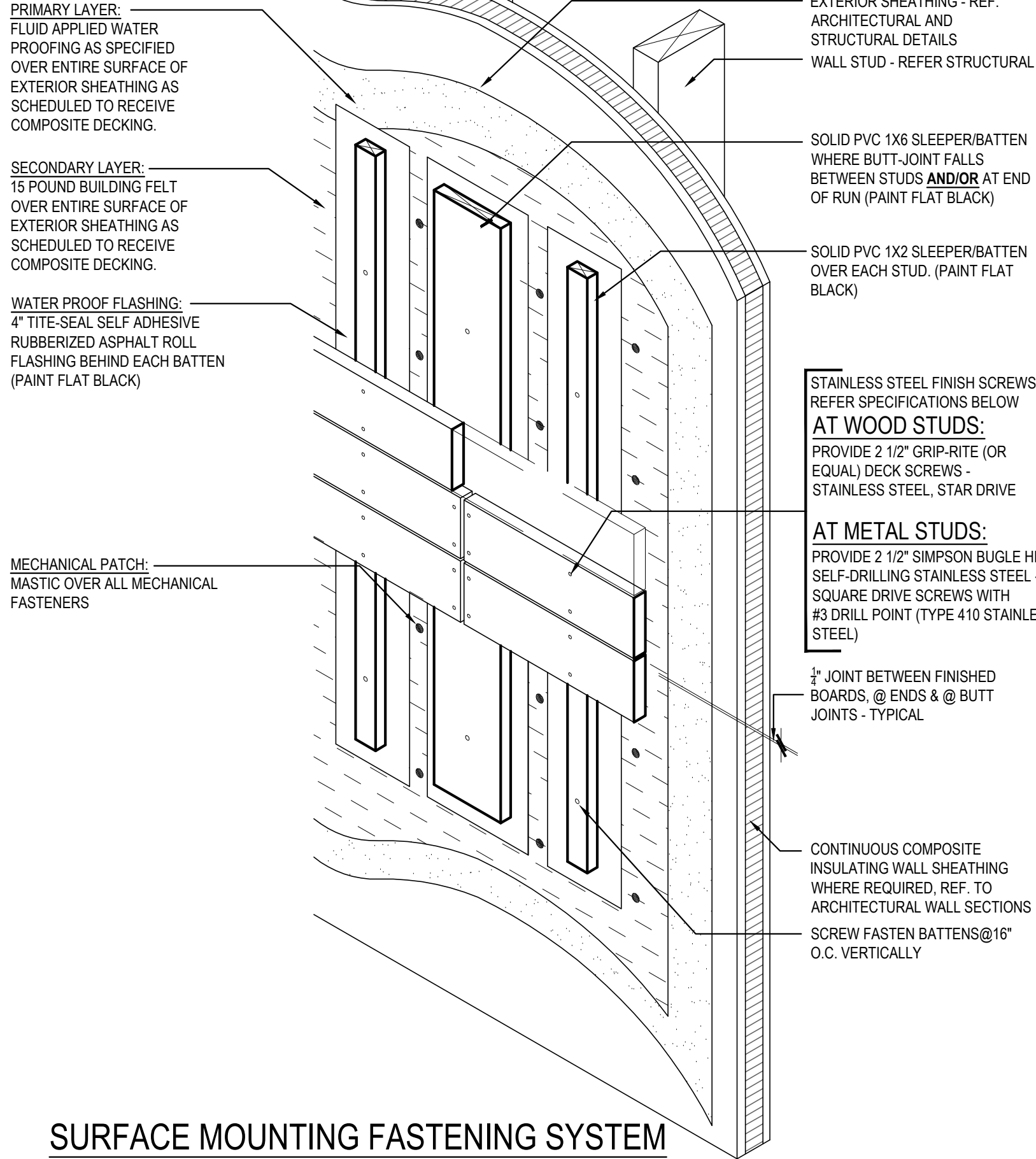
PANDA EXPRESS
TRUE WARM & WELCOME
NWC MOUNTAINEIRE RD.
JOSHUA, TX 76058

A-202

EXTERIOR
PERSPECTIVES



WATER/AIR BARRIER



CONSTRUCTION

EXTERIOR SHEATHING - REF. ARCHITECTURAL AND STRUCTURAL DETAILS
WALL STUD - REFER STRUCTURAL
SOLID PVC 1X6 SLEEPER/BATTEN WHERE BUTT-JOINT FALLS BETWEEN STUDS **AND/OR** AT END OF RUN (PAINT FLAT BLACK)
SOLID PVC 1X2 SLEEPER/BATTEN OVER EACH STUD. (PAINT FLAT BLACK)
STAINLESS STEEL FINISH SCREWS REFER SPECIFICATIONS BELOW
AT WOOD STUDS:
PROVIDE 2 1/2" GRIP-RITE (OR EQUAL) DECK SCREWS - STAINLESS STEEL, STAR DRIVE
AT METAL STUDS:
PROVIDE 2 1/2" SIMPSON BUGLE HEAD SELF-DRILLING STAINLESS STEEL - #2 SQUARE DRIVE SCREWS WITH #3 DRILL POINT (TYPE 410 STAINLESS STEEL)
1/2" JOINT BETWEEN FINISHED BOARDS, @ ENDS & @ BUTT JOINTS - TYPICAL
CONTINUOUS COMPOSITE INSULATING WALL SHEATHING WHERE REQUIRED, REF. TO ARCHITECTURAL WALL SECTIONS
SCREW FASTEN BATTENS@16" O.C. VERTICALLY

SURFACE MOUNTING FASTENING SYSTEM

COMPOSITE DECK FASTENING & WATER PROOFING

3

Scale= 1 1/2" = 1'-0"

A-201



*SEE SHEET A-200 FOR EXTERIOR FINISH SCHEDULE

NORTH ELEVATION 2

Scale= 1/4" = 1'-0" A-201



*SEE SHEET A-200 FOR EXTERIOR FINISH SCHEDULE

SOUTH ELEVATION 1

Scale= 1/4" = 1'-0" A-201



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Telephone: 626.799.9898
Facsimile: 626.372.8288

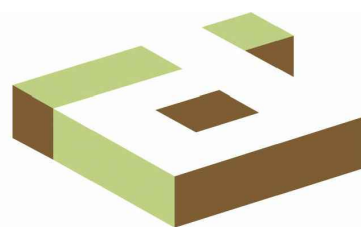
All ideas, designs, arrangement and plans indicated or represented by this drawing are the property of Panda Express Inc. and were created for use on this specific project. None of these ideas, designs, arrangements or plans may be used by or disclosed to any person, firm, or corporation without the written permission of Panda Express Inc.

REVISIONS:

ISSUE DATE:

DRAWN BY:

PANDA PROJECT #: -
PANDA STORE #: D7532
ARCH PROJECT #: 261-252



idGROUP

PANDA EXPRESS

TRUE WARM & WELCOME
NWC MOUNTAINAIRE RD.
JOSHUA, TX 76058

A-201

EXTERIOR
ELEVATIONS

TRUE WARM & WELCOME 2300 R3

Panda Express - Joshua Station **Development Standards**

Purpose: The purpose of the Planned Development District is to allow for a new Panda Express restaurant development located within the Joshua Station Overlay District on properties designated in the CR, Commercial-Retail Land Use Designation. There is one (1) proposed lot for this development containing a total of 1.15 acres, known as Lot 9, Block 1 Joshua Station Addition. The property is located at the northwest corner of Mountainair Road and State Highway 174.

Regulations:

This property shall comply with the provisions set forth in the Zoning and Subdivision Ordinances, as amended; as well as all other codes and ordinances within the City of Joshua, unless specifically set forth within these PD District Standards.

Area Regulations:

Min. Lot Size: 6,000 sq.ft.

Min. Lot Width: 60 ft

Min. Lot Depth: 100 ft

Max. Height: 45 ft

Max. Building Coverage: 50%

Min. Setbacks –

- Front Street Setback – 20 ft
- Side Street Setback – 10 ft
- Side – 0 ft
- Rear – 0 ft

Section 6.18.9: Utility and Service Areas

- C. No open metal railings, hadite brick or cyclone fences are permitted as screening devices; except, however, wood gates for screened areas are permitted and wood fences are permitted for back of building utility screening.

Section 6.18.11: Landscape Standards

F. Quantity of required street trees along SH 174 shall be calculated based on one planted for every seven hundred fifty (750) square feet of front yard setback. Street trees shall be from the approved Tree List, or 3" caliper ornamental trees.

G. Street trees located in the TXDOT ROW may apply to the required street tree count.

H. Street trees may be staggered to meet calculated quantity. Trees are not required to be inline.

I. Spacing between street trees, measured parallel to the ROW, is 70' maximum and 15' minimum.

J. Joshua Station Development Standards, Landscape Standards, shall supersede other sections of the Zoning Code that conflict.

K. The landscape of Lot 9 of Joshua Station PD shall be as shown on the Lot 9 Landscape Plan incorporated as part of this Joshua Station Development Standards Ordinance.

Section 6.18.13: Lighting Standards For Nonresidential Land Use Types

- D. Street Tree Lighting. LED inground lighting shall be allowed for the required street tree lighting.

Section 6.18.15: Screening Standards

A six (6) foot minimum to eight (8) foot maximum screen wall or wood fencing is required between residential uses and nonresidential uses. The property owner of the nonresidential use shall be responsible for construction and/or maintenance of the screening wall/fence. The required screen wall or fence shall be installed at time of development of the property.

Article 7 – Parking Requirements**Section 7.7 Off Street Stacking Requirements for Drive Through Facilities**

B.

2. For each service lane of a drive-through restaurant, a minimum of six (6) spaces. The drive through lane of Lot 9 of Joshua Station PD shall be as shown on the Lot 9 Site Plan incorporated as part of this Joshua Station Development Standards Ordinance.



City Council Agenda April 15, 2021

Agenda Item: G4 &5 Ordinance (Action Item)

Agenda Description:

Conduct a public hearing and consider approving a Planned Development District and associated Detailed Site Plan on a 1.858 acre tract of land located west of Highway 174 locally known as 952 South Broadway Street, George Casseland Survey, Abstract No. 173 to change from (C-1) Restricted Commercial District to the (PD) Planned Development District and associated Detailed Site Plan for a restaurant with a drive thru.

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

Background Information:

HISTORY: A preliminary plat of Joshua Station Addition was approved in 2008. The subject property is referred to as Lot 4, as per the approved preliminary plat and will be platted as such. This property is located within the Joshua Station Overlay District and as properties develop, they need to have a Planned Development designation and Detailed Site Plan approved prior to construction.

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

ANALYSIS: The proposed development of this property is to allow for a fast-food restaurant with drive-thru service for McDonalds. The proposed building will be 4,500 square feet.

ENGINEERING RELATED ISSUES: The requirements of a Detailed Site Plan include specific information related to engineering such as drainage and other transportation related issues. Per Sect. 10.7.10 of the subdivision ordinance, a Traffic Impact Analysis (TIA) is required when the number of average daily trips exceeds 1,000. Because the number of average daily trips for this project exceeds 1,000, a TIA is required. The TIA may be submitted with the Final Plat and plans, however, the applicant will be responsible for making any changes to the site plan recommended by the traffic analysis. Because this property requires to be final platted, the City has agreed that these matters may be part of the final platting review process.

RECOMMENDATION: The Planning & Zoning Commission has made a recommendation for approval to the City Council on April 5, 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) Planned Development Application
- 2) PD Ordinance
- 3) Exhibit 1 Legal Description
- 4) Exhibit 2 Detailed Site Plan
- 5) Exhibit 3 Lighting Plan
- 6) Exhibit 4 Landscape
- 7) Exhibit 5 Building Elevations
- 8) Exhibit 6 Development Standards

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: Lot 4, Block 1, Joshua Station Addition

Project Address (Location): NWC Stadium Drive & Broadway St, Joshua, Texas

Existing Zoning: Restricted Commercial (C1) Proposed Zoning: PD

Existing Use: Vacant Proposed Use: Restaurant

Existing Comprehensive Plan Designation: _____ Gross Acres: 1.858

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: Joshua Bobos, Ltd. Company: _____

Address: PO Box 25103 Tel: _____ Fax: _____

City: Dallas State: TX ZIP: 75225 Email: billytolson@gmail.com

Property Owner: same Company: _____

Address: _____ Tel: _____ Fax: _____

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

Key Contact: Billy Tolson Company: _____

Address: PO Box 25103 Tel: _____ Fax: _____

City: Dallas State: TX ZIP: 75225 Email: billytolson@gmail.com

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

SIGNATURE: Billy Tolson
(Letter of authorization required if signature is other than property owner)

Print or Type Name: Billy Tolson
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 12 day of Feb 2021

Valerie McCauley
Notary Public

Signature Valerie McCauley Date: 2-12-21

For Departmental Use Only

Case No.: PD 2021-06

Project Manager: _____

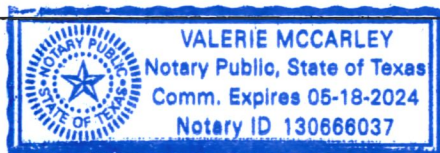
Total Fee(s): 2500 + 500

Check No: 1398 & 1397

Date Submitted: 3-4-2021

Accepted By: gm

Date of Complete Application _____



CITY OF JOSHUA, TEXAS

ORDINANCE NO. 810-2021

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, CHANGING THE ZONING ON APPROXIMATELY 1.858 ACRE TRACT OF LAND LOCATED WEST OF STATE HIGHWAY 174, AND BEING LOCATED WITHIN THE JOSHUA STATION OVERLAY DISTRICT WITH A LAND USE DESIGNATION OF CR, CORRIDOR RETAIL TO PLANNED DEVELOPMENT DISTRICT (PD), IN ACCORDANCE WITH THE SPECIFIC REQUIREMENTS STATED HEREIN AND EXHIBITS ATTACHED HERETO; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR SAID ORDINANCE TO TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE.

WHEREAS, after public notice and public hearing as required by law, the Planning and Zoning Commission of the City of Joshua, Texas, has recommended that the official zoning map of the City be amended to reflect that the zoning on approximately 1.858 acre tract of land located at the northwest corner of Joshua Station Blvd. and State Highway 174, and being located within the Joshua Station Overlay District with a Land Use Designation of CR, Corridor Retail to Planned Development District (PD); and

WHEREAS, after 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 hearings, the City Council of the City of Joshua, Texas, has determined that it is in the public's best interest and in support of the health, safety, morals and general welfare of the citizens of the City of Joshua, Texas, that the official zoning map of the City of Joshua, Texas, be amended to reflect the aforementioned change of zoning; and

WHEREAS, all required notices pursuant to the City of Joshua's Zoning Ordinance and Chapter 211 of the Texas Local Government Code have been accomplished;

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

SECTION 1

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

SECTION 2

From and after the effective date of this Ordinance, the official zoning map of the City of Joshua, Texas, is hereby amended and changed in the following particulars, and all other existing

sections, subsections, paragraphs, sentences, definitions, phrases and words of the Zoning Ordinance are not amended, but shall remain intact and are hereby ratified, verified and affirmed:

The zoning on the property described in Exhibit 1, the legal description of the property, attached hereto and incorporated herein for all purposes, is changed to Planned Development District (PD). All development on the property shall be in accordance with the Detailed Site Plan, attached hereto as Exhibit 2 and incorporated herein for all purposes; the Enlarged Site Plan and Lighting Plan, attached hereto as Exhibit 3 and incorporated herein for all purposes; the Landscape Plan, attached hereto as Exhibit 4 and incorporated herein for all purposes; and the Building Elevations, attached hereto as Exhibit 5 and incorporated herein for all purposes.

SECTION 3

The property described herein shall be subject to, and conform to, the Development Standards, attached hereto as Exhibit 6 and incorporated herein for all purposes.

SECTION 4

All ordinances, orders or resolutions heretofore passed and adopted by the City Council of the City of Joshua, Texas, are hereby repealed to the extent that said ordinances, resolutions, or parts thereof, are in conflict herewith.

SECTION 5

If any section, subsection, clause, phrase or provision of this Ordinance, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unconstitutional, the remaining sections, subsections, clauses, phrases and provisions of this Ordinance, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION 6

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

PASSED, APPROVED AND ADOPTED BY THE CITY COUNCIL OF JOSHUA, TEXAS, THIS 15TH DAY OF APRIL, 2021.

Joe Hollarn, Mayor

ATTEST:

Alice Holloway, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, City Attorney

EXHIBIT 1

(Legal Description of the Property)

EXHIBIT 2

(Detailed Site Plan)

EXHIBIT 3

(Enlarged Site Plan and Lighting Plan)

EXHIBIT 4

(Landscape Plan)

EXHIBIT 5

(Building Elevations)

EXHIBIT 6

SURVEYED DESCRIPTION

(Written to describe a portion of the parent tract)

Surveyed Description: written to describe a portion of a tract.

FIELD NOTES to that certain tract of land in the George Casseland Survey, Abstract Number 173, in the City of Joshua, Johnson County, Texas, said tract being a portion of the tract described in the deed to Joshua Bobos, LTD., a Texas limited partnership recorded in Volume 4045, Page 55, Deed Records, Johnson County, Texas; the subject tract is more particularly described as follows (Bearings are based on Grid North per the Texas Coordinate System of 1983, North Central Zone.):

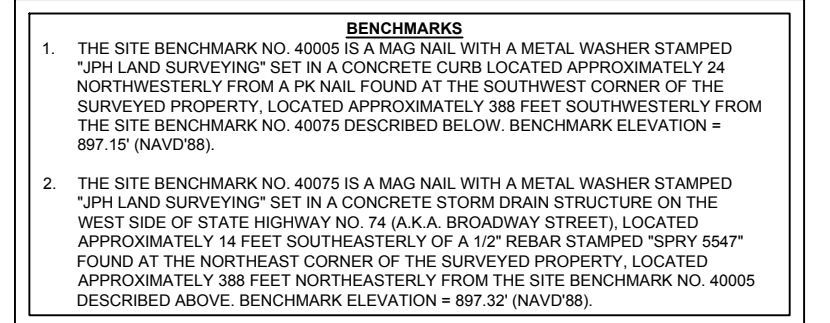
BEGINNING at a 1/2-inch capped rebar stamped "SPRY 5547" found at the northeast property corner of the said Bobos tract, same being a point on the west right-of-way line of State Highway 174, also known as Broadway Street, being a variable width right-of-way;

THENCE SOUTH 01° 45' 05" EAST, with the east property line of the said Bobos tract and with the said right-of-way line, a distance of 295.00 feet to an "X" cut in concrete found at the northeast lot corner of Lot 5A, Joshua Station Addition, an addition in the City of Joshua, Johnson County, Texas, according the plat thereof recorded in Volume 11, Page 861, Plat Records, Johnson County, Texas;

THENCE SOUTH 88° 14' 55" WEST, departing the said property line and the said right-of-way line, with the north lot line of said Lot 5A, a distance of 269.82 feet to a PK nail found in concrete;

THENCE NORTH 01° 45' 05" WEST, departing the said lot line and through the interior of Bobos tract, a distance of 304.94 feet to an "X" cut in concrete on the north property line of the said Bobos tract;

THENCE SOUTH 89° 38' 29" EAST, with the said property line, a distance of 270.00 feet returning to the POINT OF BEGINNING and enclosing 1.858 acres (±80,938 square feet).

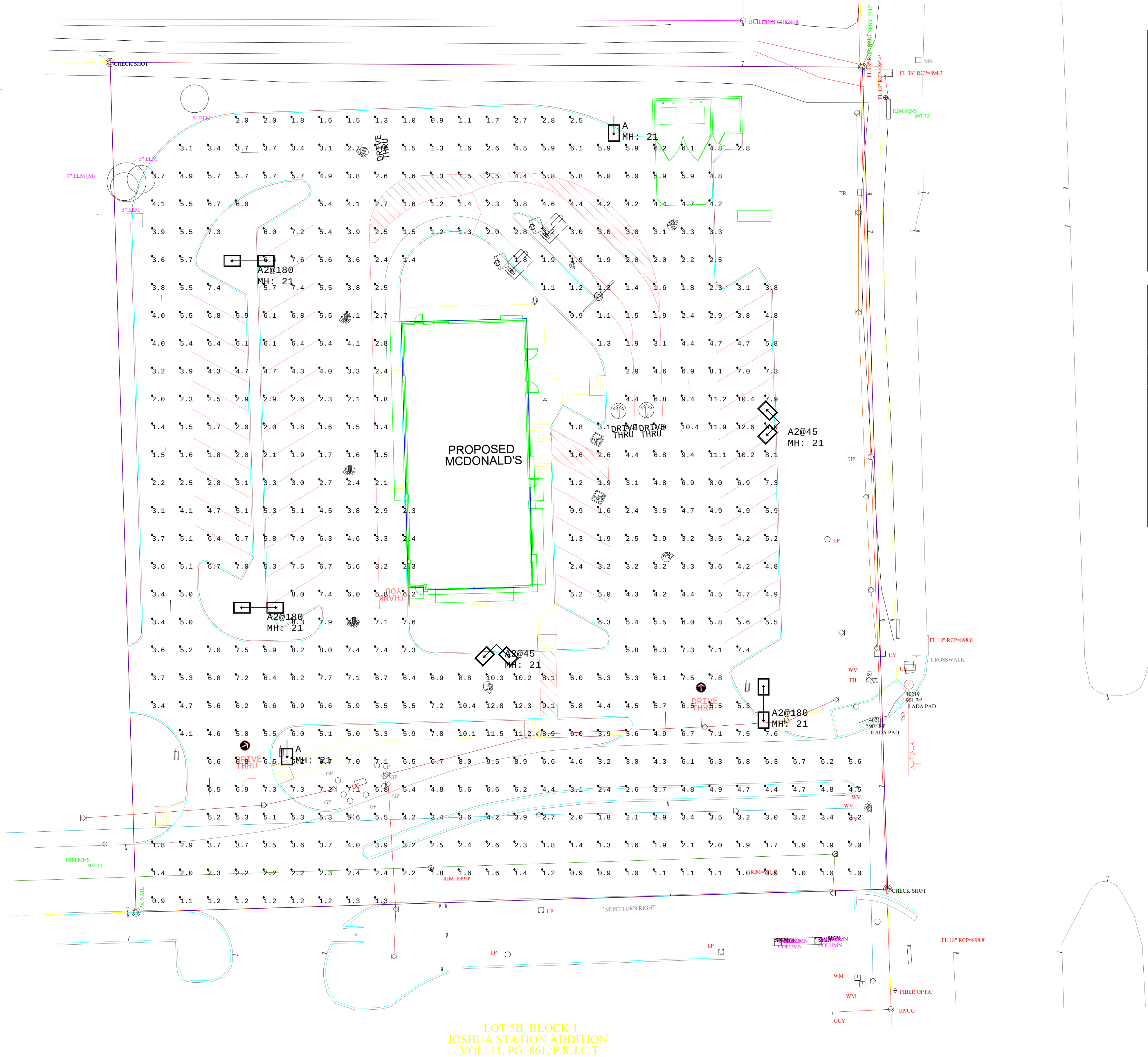


PLAN APPROVALS		SIGNATURE (2 REQUIRED)		DATE
REGIONAL MGR.				
CONST. MGR.				
OPERATIONS DEPT.				
REAL ESTATE DEPT.				
		CO-SIGN SIGNATURE		
CONTRACTOR				
OWNER				
STATUS		DATE		BY
DATE DRAWN		3/24/2021		MBT
PLAN CHECKED		3/24/2021		DD
ASBUILT				
SHEET NO.				
SP-1				

NOTES:

1. THE FOOTCANDLE LEVELS AS SHOWN ARE BASED ON THE FOLLOWING CRITERIA. ANY SUBSTITUTIONS IN SPECIFIED FIXTURES OR CHANGES TO LAYOUT WILL AFFECT LIGHTING LEVELS SHOWN AND WILL NOT BE THE RESPONSIBILITY OF SECURITY LIGHTING.

2. DISTANCE BETWEEN READINGS _____ 10'



LOT 5B, BLOCK 1
JOSHUA STATION ADDITION
VOL. 11, PG. 861, P.R.J.C.T.

Calculation Summary

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
PAVED SURFACE READINGS	Illuminance	Fc	4.40	12.8	0.9	4.89	14.22

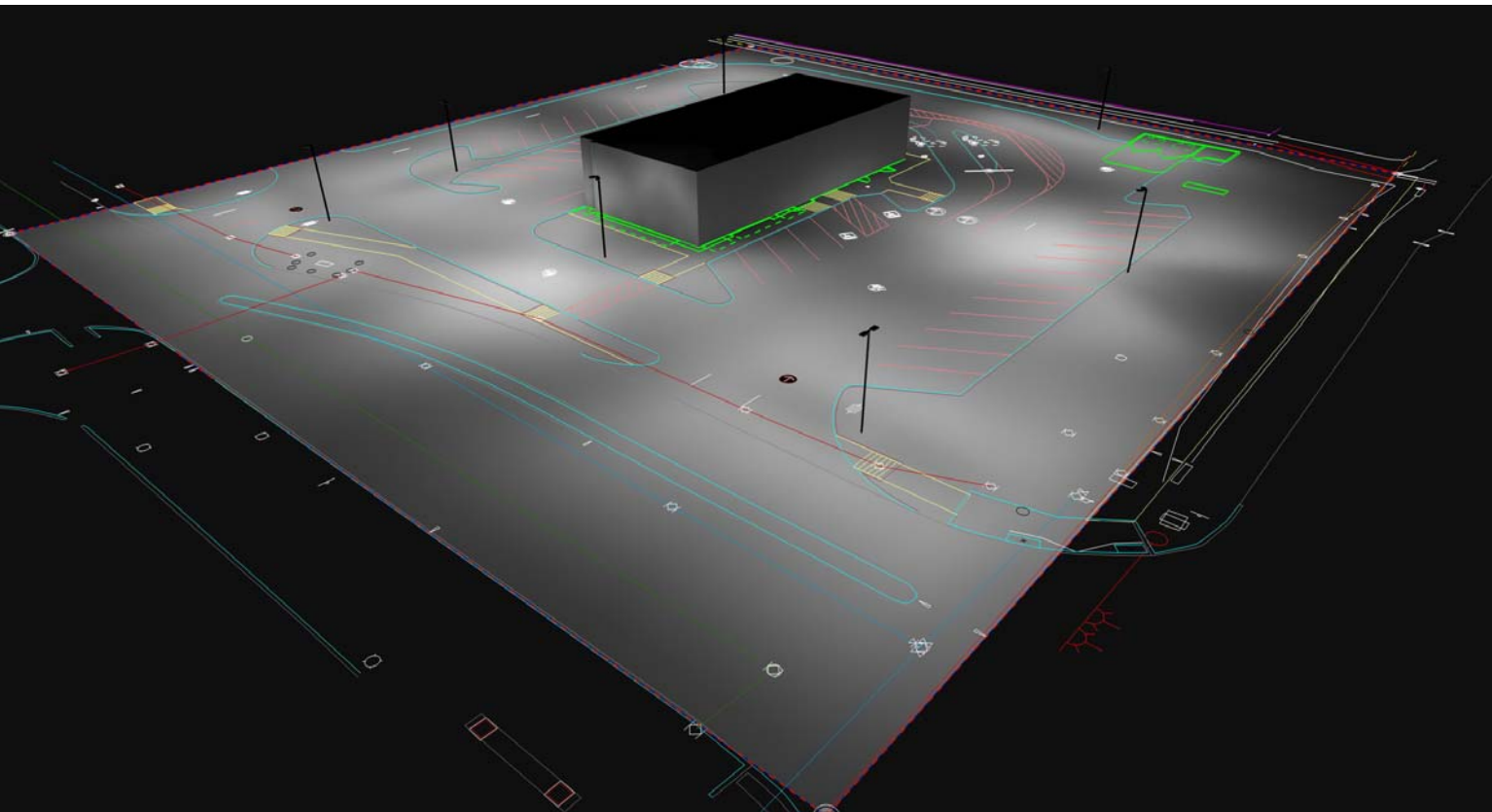
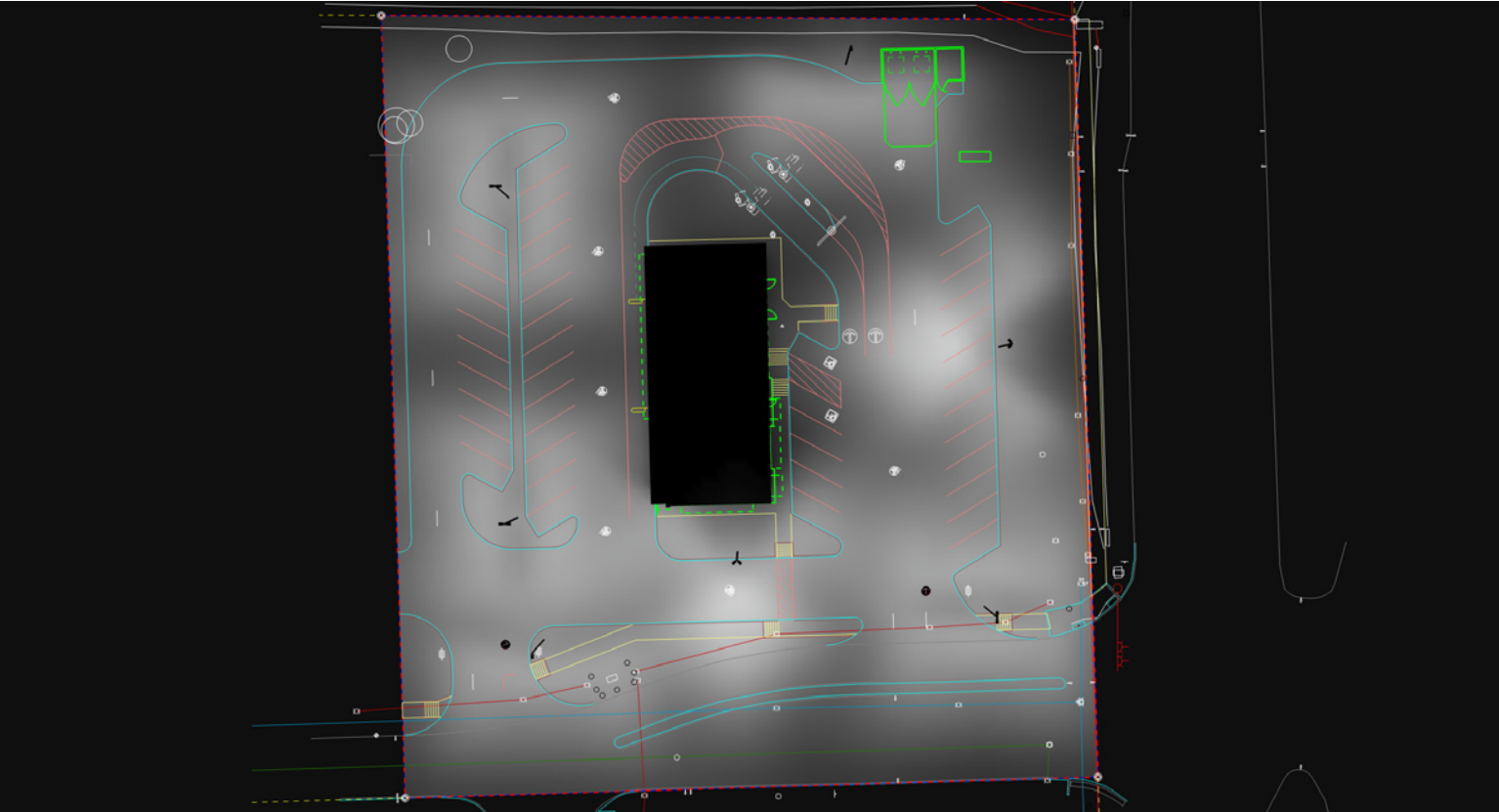
** - SPECIFY COLOR

Luminaire Schedule		Label	Arrangement	LLF	Description	Lum. Watts	EPA	Mtg Height	Pole Type
+	2	A	SINGLE	0.900	RAR2-480L-240-5K7-4W	226.9	.55	21	SES-18-40-1-GL-TA-xx (4")
-	3	A2@180	BACK-BACK	0.900	RAR2-480L-240-5K7-4W	226.9	1.1	21	SES-18-40-1-GL-TA-xx (4")
%	2	A2@45	2 @ 90 DEGREES	0.900	RAR2-480L-240-5K7-4W	226.9	1.1	21	SES-18-40-1-GL-TA-xx (4")

* PROJECT WIND LOAD CRITERIA BASED ON:
ASCE 7-10 WIND SPEEDS (3-SEC PEAK GUST MPH)
50 YEAR MEAN RECURRENCE INTERVAL

Allowed EPA 13.6 @
Wind Load 90MPH

THIS DRAWING MEETS OR EXCEEDS MCDONALD'S CURRENT ILLUMINATION SPECIFICATIONS OF A 3-4
FOOTCANDLE AVERAGE, UNLESS SUPERSEDED BY OTHER REQUIREMENTS.



2100 Gulf Road, Suite 400, Rolling Meadows, IL 60008
1-800-544-6848

UNLESS OTHERWISE SPECIFIED, ALL DIMENSIONS ARE IN INCHES
SCALE: 1"=20' 0"

DRAWN BY: BV

POINT-BY-POINT FOOTCANDLE PLOT FOR
MCDONALD'S
S. BROADWAY ST
JOSHUA, TX

NATIONAL STORE NUMBER

DATE

2/11/2021

DRAWING NUMBER

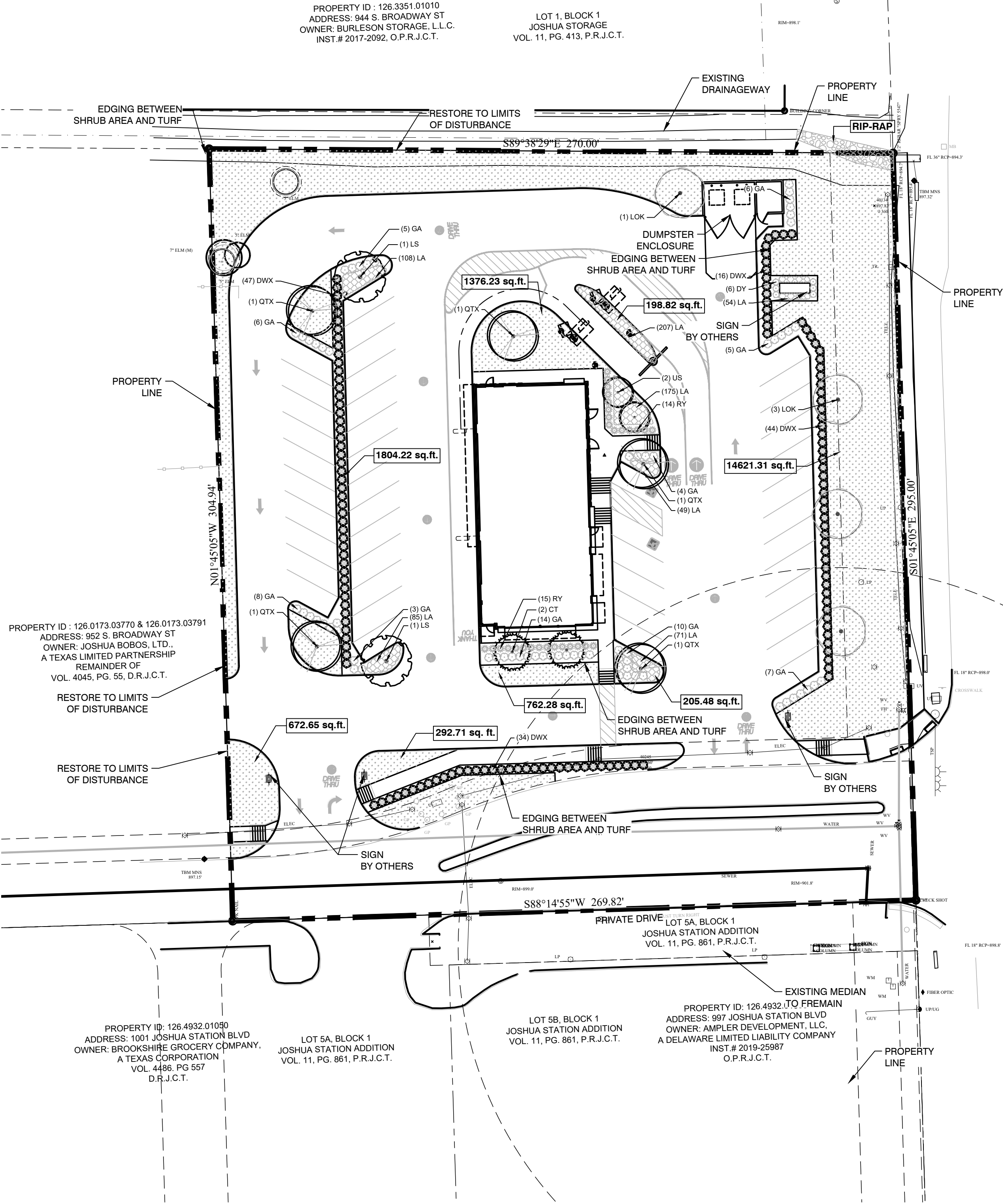
SL2102015.AGI

1. THIS LIGHTING DESIGN IS BASED ON INFORMATION SUPPLIED BY OTHERS TO SECURITY LIGHTING SYSTEMS. SITE DETAILS PROVIDED HEREON ARE REPRODUCED ONLY AS A VISUALIZATION AID. FIELD DEVIATIONS MAY SIGNIFICANTLY AFFECT PREDICTED PERFORMANCE. PRIOR TO INSTALLATION, CRITICAL SITE INFORMATION (POLE LOCATIONS, ORIENTATION, MOUNTING HEIGHT, ETC.) SHOULD BE COORDINATED WITH THE CONTRACTOR AND/OR SPECIFIER RESPONSIBLE FOR THE PROJECT.

2. LUMINAIRE DATA IS TESTED TO INDUSTRY STANDARDS UNDER LABORATORY CONDITIONS. OPERATING VOLTAGE AND NORMAL MANUFACTURING TOLERANCES OF LAMP, BALLAST, AND LUMINAIRE MAY AFFECT FIELD RESULTS.

3. CONFORMANCE TO FACILITY CODE AND OTHER LOCAL REQUIREMENTS IS THE RESPONSIBILITY OF THE OWNER AND/OR THE OWNER'S REPRESENTATIVE.

4. THIS LAYOUT MAY NOT MEET TITLE 24 OR LOCAL ENERGY REQUIREMENTS. IF THIS LAYOUT NEEDS TO BE COMPLIANT WITH TITLE 24 OR OTHER ENERGY REQUIREMENTS, PLEASE CONSULT FACTORY WITH SPECIFIC DETAILS REGARDING PROJECT REQUIREMENTS SO THAT REVISIONS MAY BE MADE TO THE DRAWING.



MULCHES

AFTER ALL PLANTING IS COMPLETE, CONTRACTOR SHALL INSTALL 3" THICK LAYER OF 1-1/2" SHREDDED WOOD MULCH, NATURAL (UNDYED), OVER LANDSCAPE FABRIC IN ALL PLANTING AREAS (EXCEPT FOR TURF AND SEED AREAS). CONTRACTOR SHALL SUBMIT SAMPLES OF ALL MULCHES TO LANDSCAPE ARCHITECT AND OWNER FOR APPROVAL PRIOR TO CONSTRUCTION. ABSOLUTELY NO EXPOSED GROUND SHALL BE LEFT SHOWING ANYWHERE ON THE PROJECT AFTER MULCH HAS BEEN INSTALLED (SUBJECT TO THE CONDITIONS AND REQUIREMENTS OF THE "GENERAL GRADING AND PLANTING NOTES" AND SPECIFICATIONS).

ROOT BARRIERS

THE CONTRACTOR SHALL INSTALL ROOT BARRIERS NEAR ALL NEWLY-PLANTED TREES THAT ARE LOCATED WITHIN FIVE (5) FEET OF PAVING OR CURBS. ROOT BARRIERS SHALL BE "CENTURY" OR "DEEP-ROOT" 24" DEEP PANELS (OR EQUAL). BARRIERS SHALL BE LOCATED IMMEDIATELY ADJACENT TO HARDSCAPE. INSTALL PANELS PER MANUFACTURER'S RECOMMENDATIONS. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR USE ROOT BARRIERS OF A TYPE THAT COMPLETELY ENCIRCLE THE ROOTBALL.

PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL / COMMON NAME	CALIPER	CONTAINER	SIZE
	LS	2	Liquidambar styraciflua American Sweet Gum	2" Cal.	Cont.	8'-10'
	LOK	4	Quercas virginiana Live Oak	3" Cal.	Cont.	10'-12'
	QTX	5	Quercus texana Texas Red Oak	3" Cal.	Cont.	10'-12'
	US	2	Ungnadia speciosa Mexican Buckeye	2" Cal.	Cont.	8'-10'
	CT	2	x Chitalpa tashkentensis Chitalpa	2" Cal.	Cont.	8'-10'
SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONTAINER	SPACING	SIZE
	GA	68	Abelia grandiflora Glossy Abelia	5 gal	24" HT MIN.	
	RY	29	Hesperaloe parviflora Red Yucca	3 gal		
	DY	6	Ilex vomitoria 'Nana' Dwarf Yaupon	5 gal		
	DWX	141	Myrica pusilla Dwarf Wax Myrtle	5 gal	24" HT MIN.	
SHRUB AREAS	CODE	QTY	BOTANICAL / COMMON NAME	CONT	SPACING	SIZE
	LA	749	Liriope muscari 'Aztec' Aztec Grass	1 gal		12" O.C.
GROUND COVERS	CODE	QTY	BOTANICAL / COMMON NAME	CONT	SPACING	SIZE
	CD	16,638 sf	Cynodon dactylon 'tif 419' Bermuda Grass	sod		

GENERAL GRADING AND PLANTING NOTES

- BY SUBMITTING A PROPOSAL FOR THE LANDSCAPE PLANTING SCOPE OF WORK, THE CONTRACTOR CONFIRMS THAT HE HAS READ, AND WILL COMPLY WITH, THE ASSOCIATED NOTES, SPECIFICATIONS, AND DETAILS WITH THIS PROJECT.
- THE GENERAL CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL EXISTING VEGETATION (EXCEPT WHERE NOTED TO REMAIN).
- IN THE CONTEXT OF THESE PLANS, NOTES, AND SPECIFICATIONS, "FINISH GRADE" REFERS TO THE FINAL ELEVATION OF THE SOIL SURFACE (NOT TOP OF MULCH) AS INDICATED ON THE GRADING PLANS.
 - BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE ROUGH GRADES OF ALL LANDSCAPE AREAS ARE WITHIN +/-0.1' OF FINISH GRADE. SEE SPECIFICATIONS FOR MORE DETAILED INSTRUCTION ON TURF AREA AND PLANTING BED PREPARATION.
 - CONSTRUCT AND MAINTAIN FINISH GRADES AS SHOWN ON GRADING PLANS, AND CONSTRUCT AND MAINTAIN SLOPES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT AND ON THE GRADING PLANS, AND AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADES AND ELIMINATE PONDING POTENTIAL.
 - THE LANDSCAPE CONTRACTOR SHALL DETERMINE WHETHER OR NOT THE EXPORT OF ANY SOIL WILL BE NEEDED, TAKING INTO ACCOUNT THE ROUGH GRADE PROVIDED, THE AMOUNT OF SOIL AMENDMENTS TO BE ADDED (BASED ON A SOIL TEST, PER SPECIFICATIONS), AND THE FINISH GRADES TO BE ESTABLISHED.
 - ENSURE THAT THE FINISH GRADE IN SHRUB AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 3" BELOW THE ADJACENT FINISH SURFACE, IN ORDER TO ALLOW FOR PROPER MULCH DEPTH. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
 - ENSURE THAT THE FINISH GRADE IN TURF AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 1" BELOW THE FINISH SURFACE OF THE WALKS. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
 - SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GRADING PLANS, GEOTECHNICAL REPORT, THESE NOTES AND PLANS, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT, GENERAL CONTRACTOR, AND OWNER.
- ALL PLANT LOCATIONS ARE DIAGRAMMATIC. ACTUAL LOCATIONS SHALL BE VERIFIED WITH THE LANDSCAPE ARCHITECT OR DESIGNER PRIOR TO PLANTING. THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT ALL REQUIREMENTS OF THE PERMITTING AUTHORITY ARE MET (I.E., MINIMUM PLANT QUANTITIES, PLANTING METHODS, TREE PROTECTION METHODS, ETC.).
 - THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR DETERMINING PLANT QUANTITIES; PLANT QUANTITIES SHOWN ON LEGENDS AND CALLOUTS ARE FOR GENERAL INFORMATION ONLY. IN THE EVENT OF A DISCREPANCY BETWEEN THE PLAN AND THE PLANT LEGEND, THE PLANT QUANTITY AS SHOWN ON THE PLAN (FOR INDIVIDUAL SYMBOLS) OR CALLOUT (FOR GROUNDCOVER PATTERNS) SHALL TAKE PRECEDENCE.
 - NO SUBSTITUTIONS OF PLANT MATERIALS SHALL BE ALLOWED WITHOUT THE WRITTEN PERMISSION OF THE LANDSCAPE ARCHITECT. IF SOME OF THE PLANTS ARE NOT AVAILABLE, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT IN WRITING (VIA PROPER CHANNELS).
 - THE CONTRACTOR SHALL, AT A MINIMUM, PROVIDE REPRESENTATIVE PHOTOS OF ALL PLANTS PROPOSED FOR THE PROJECT. THE CONTRACTOR SHALL ALLOW THE LANDSCAPE ARCHITECT AND THE OWNER/OWNER'S REPRESENTATIVE TO INSPECT, AND APPROVE OR REJECT, ALL PLANTS DELIVERED TO THE JOBSITE. REFER TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS FOR SUBMITTALS.
- THE CONTRACTOR SHALL MAINTAIN THE LANDSCAPE IN A HEALTHY CONDITION FOR 90 DAYS AFTER ACCEPTANCE BY THE OWNER. REFER TO SPECIFICATIONS FOR CONDITIONS OF ACCEPTANCE FOR THE START OF THE MAINTENANCE PERIOD, AND FOR FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD.
- SEE SPECIFICATIONS AND DETAILS FOR FURTHER REQUIREMENTS.

ISSUE REF

BY

DESCRIPTION

REV

DATE

1903 CENTRAL DR.
SUITE #406
PHONE: 817.281.0572
BEDFORD, TX 76021
WWW.CLAYMOOREENGINEERING.COM
KS REGISTRATION #801539545

CLAYMOORE
ENGINEERING

REGISTERED LANDSCAPE ARCHITECT
ERIC M. SHERLEY
2537
STATE OF TEXAS

3-23-2021

OFFICE

GREATER SOUTHWEST REGION

ADDRESS

511 E JOHN CARPENTER FRWY SUITE 375, IRVING, TX 75062

PLAN APPROVALS

SIGNATURE (2 REQUIRED)

DATE

REGIONAL MGR.

CONST. MGR.

OPERATIONS DEPT.

REAL ESTATE DEPT.

CO-SIGN SIGNATURE

CONTRACTOR

OWNER

STATUS

DATE

BY

DATE DRAWN

2/9/21

EMS

PLAN CHECKED

2/9/21

RM

ASBUILT

LEGAL DESCRIPTION:

A 1.858 ACRE TRACT OF LAND SITUATED IN THE GEORGE CASSELAND SURVEY, ABSTRACT No. 173

ADDITION:

NEW CONSTRUCTION

ADDRESS:

952 S. BROADWAY ST.

CITY:

JOSHUA

STATE:

TEXAS

L/C NUMBER:

042-3314

SHEET NAME

LANDSCAPE PLANTING

SHEET NO.

LP-1

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1-800-DIG-TESS
(@ LEAST 72 HOURS PRIOR TO DIGGING)

PLANTING SPECIFICATIONS

GENERAL

- A. QUALIFICATIONS OF LANDSCAPE CONTRACTOR
1. ALL LANDSCAPE WORK SHOWN ON THESE PLANS SHALL BE PERFORMED BY A SINGLE FIRM SPECIALIZING IN LANDSCAPE PLANTING.
 2. A LIST OF SUCCESSFULLY COMPLETED PROJECTS OF THIS TYPE, SIZE AND NATURE MAY BE REQUESTED BY THE OWNER FOR FURTHER QUALIFICATION MEASURES.
 3. THE LANDSCAPE CONTRACTOR SHALL HOLD A VALID NURSERY AND FLORAL CERTIFICATE ISSUED BY THE TEXAS DEPARTMENT OF AGRICULTURE, AS WELL AS OPERATE UNDER A COMMERCIAL PESTICIDE APPLICATOR LICENSE ISSUED BY EITHER THE TEXAS DEPARTMENT OF AGRICULTURE OR THE TEXAS STRUCTURAL PEST CONTROL BOARD.
 3. THE LANDSCAPE CONTRACTOR SHALL HOLD A VALID CONTRACTOR'S LICENSE ISSUED BY THE APPROPRIATE LOCAL JURISDICTION.
- B. SCOPE OF WORK
1. WORK COVERED BY THESE SECTIONS INCLUDES THE FURNISHING AND PAYMENT OF ALL MATERIALS, LABOR, SERVICES, EQUIPMENT, LICENSES, TAXES AND ANY OTHER ITEMS THAT ARE NECESSARY FOR THE EXECUTION, INSTALLATION AND COMPLETION OF ALL WORK, SPECIFIED HEREIN AND / OR SHOWN ON THE LANDSCAPE PLANS, NOTES, AND DETAILS.
 2. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE LAWS, CODES AND REGULATIONS REQUIRED BY AUTHORITIES HAVING JURISDICTION OVER SUCH WORK, INCLUDING ALL INSPECTIONS AND PERMITS REQUIRED BY FEDERAL, STATE AND LOCAL AUTHORITIES IN SUPPLY, TRANSPORTATION AND INSTALLATION OF MATERIALS.
 3. THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITY LINES (WATER, SEWER, ELECTRICAL, TELEPHONE, GAS, CABLE, TELEVISION, ETC.) PRIOR TO THE START OF ANY WORK.

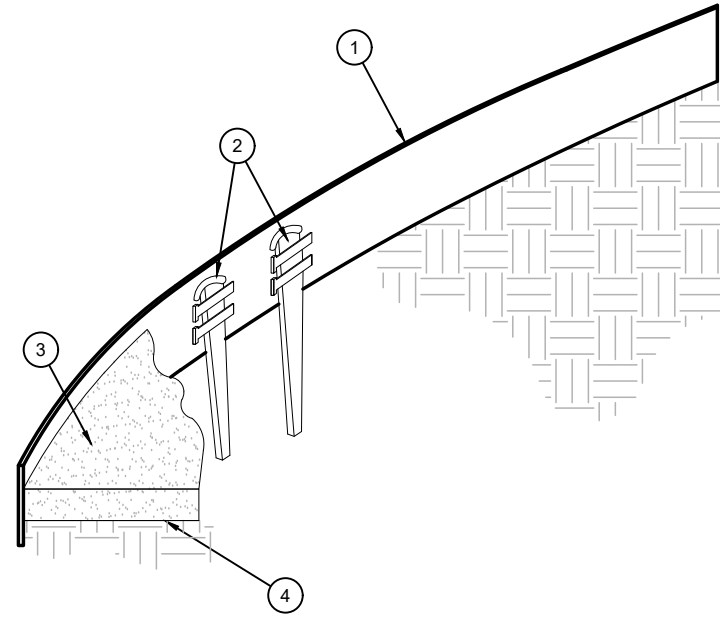
PRODUCTS

- A. ALL MANUFACTURED PRODUCTS SHALL BE NEW.
- B. CONTAINER AND BALLED-AND-BURLAPPED PLANTS:
1. FURNISH NURSERY-GROWN PLANTS COMPLYING WITH ANSI Z60.1-2014. PROVIDE WELL-SHAPED, FULLY BRANCHED, HEALTHY VIGOROUS STOCK FREE OF DISEASE, INSECTS, EGGS, LARVAE, AND DEFECTS SUCH AS KNOTS, SUN SCALD, INJURIES, ABRASIONS, AND DISFIGUREMENT. ALL PLANTS WITHIN A SPECIES SHALL HAVE SIMILAR SIZE, AND SHALL BE OF A FORM TYPICAL FOR THE SPECIES. ALL TREES SHALL BE OBTAINED FROM SOURCES WITHIN 200 MILES OF THE PROJECT SITE, AND WITH SIMILAR CLIMATIC CONDITIONS.
 2. ROOT SYSTEMS SHALL BE HEALTHY, DENSELY BRANCHED ROOT SYSTEMS, NON-POT-BOUND, FREE FROM ENCIRCLING AND/OR GIRDLING ROOTS, AND FREE FROM ANY OTHER ROOT DEFECTS (SUCH AS J-SHAPED ROOTS).
 3. TREES MAY BE PLANTED FROM CONTAINERS OR BALLED-AND-BURLAPPED (B&B), UNLESS SPECIFIED ON THE PLANTING LEGEND. BARE-ROOT TREES ARE NOT ACCEPTABLE.
 4. ANY PLANT DEEMED UNACCEPTABLE BY THE LANDSCAPE ARCHITECT OR OWNER SHALL BE IMMEDIATELY REMOVED FROM THE SITE AND SHALL BE REPLACED WITH AN ACCEPTABLE PLANT OF LIKE TYPE AND SIZE AT THE CONTRACTOR'S OWN EXPENSE. ANY PLANTS APPEARING TO BE UNHEALTHY, EVEN IF DETERMINED TO STILL BE ALIVE, SHALL NOT BE ACCEPTED. THE LANDSCAPE ARCHITECT AND OWNER SHALL BE THE SOLE JUDGES AS TO THE ACCEPTABILITY OF PLANT MATERIAL.
 5. ALL TREES SHALL BE STANDARD IN FORM, UNLESS OTHERWISE SPECIFIED. TREES WITH CENTRAL LEADERS WILL NOT BE ACCEPTED IF LEADER IS DAMAGED OR REMOVED. PRUNE ALL DAMAGED TWIGS AFTER PLANTING. CALIPER MEASUREMENTS FOR STANDARD (SINGLE TRUNK) TREES SHALL BE AS FOLLOWS: SIX INCHES ABOVE THE ROOT FLARE FOR TREES UP TO AND INCLUDING FOUR INCHES IN CALIPER, AND TWELVE INCHES ABOVE THE ROOT FLARE FOR TREES EXCEEDING FOUR INCHES IN CALIPER.
 7. MULTI-TRUNK TREES SHALL BE MEASURED BY THEIR OVERALL HEIGHT, MEASURED FROM THE TOP OF THE ROOT BALL, WHERE CALIPER MEASUREMENTS ARE USED, THE CALIPER SHALL BE CALCULATED AS ONE-HALF OF THE SUM OF THE CALIPER OF THE THREE LARGEST TRUNKS.
 8. ANY TREE OR SHRUB SHOWN TO HAVE EXCESS SOIL PLACED ON TOP OF THE ROOT BALL, SO THAT THE ROOT FLARE HAS BEEN COMPLETELY COVERED, SHALL BE REJECTED.
- C. SOD: PROVIDE WELL-ROOTED SOD OF THE VARIETY NOTED ON THE PLANS. SOD SHALL BE CUT FROM HEALTHY, MATURE TURF WITH SOIL THICKNESS OF 3/4" TO 1". EACH PALLET OF SOD SHALL BE ACCOMPANIED BY A CERTIFICATE FROM SUPPLIER STATING THE COMPOSITION OF THE SOD.
- D. SEED: PROVIDE BLEND OF SPECIES AND VARIETIES AS NOTED ON THE PLANS, WITH MAXIMUM PERCENTAGES OF PURITY, GERMINATION, AND MINIMUM PERCENTAGE OF WEED SEED AS INDICATED ON PLANS. EACH BAG OF SEED SHALL BE ACCOMPANIED BY A TAG FROM THE SUPPLIER INDICATING THE COMPOSITION OF THE SEED.
- E. TOPSOIL: SANDY TO CLAY LOAM TOPSOIL, FREE OF STONES LARGER THAN 1/2" INCH, FOREIGN MATTER, PLANTS, ROOTS, AND SEEDS.
- F. COMPOST: WELL-COMPOSTED, STABLE, AND WEED-FREE ORGANIC MATTER, pH RANGE OF 5.5 TO 7.8; MOISTURE CONTENT 35 TO 55 PERCENT BY WEIGHT; 100 PERCENT PASSING THROUGH 3/4-INCH SIEVE; SOLUBLE SALT CONTENT OF 5 TO 10 DECIGRAMS/M, NOT EXCEEDING 0.5 PERCENT INERT CONTAMINANTS AND FREE OF SUBSTANCES TOXIC TO PLANTINGS. NO MANURE OR ANIMAL-BASED PRODUCTS SHALL BE USED.
- G. PLANTING MIX FOR POTS: AN EQUAL PART MIXTURE OF TOPSOIL, SAND AND COMPOST. INCORPORATE "GELSCAPE", AS MADE BY AMERCO, INC., (800) 832-8788, AT THE RATE OF 3 LB. PER CUBIC YARD OF PLANTING MIX.
- H. FERTILIZER: GRANULAR FERTILIZER CONSISTING OF NITROGEN, PHOSPHORUS, POTASSIUM, AND OTHER NUTRIENTS IN PROPORTIONS, AMOUNTS, AND RELEASE RATES RECOMMENDED IN A SOIL REPORT FROM A QUALIFIED SOIL-TESTING AGENCY (SEE BELOW).
- I. PALM MAINTENANCE SPIKES: AS MANUFACTURED BY THE LUTZ CORP. (800) 203-7740, OR APPROVED EQUAL.
- J. MULCH: SIZE AND TYPE AS INDICATED ON PLANS, FREE FROM DELETERIOUS MATERIALS AND SUITABLE AS A TOP DRESSING OF TREES AND SHRUBS.
- K. TREE STAKING AND GUYING
1. STAKES: 6" LONG GREEN METAL T-POSTS.
 2. GUY AND TIE WIRE: ASTM A 641, CLASS 1, GALVANIZED-STEEL WIRE, 2-STRAND, TWISTED, 0.106 INCH DIAMETER.
 3. STRAP CHAFING GUARD: REINFORCED NYLON OR CANVAS AT LEAST 1-1/2 INCH WIDE, WITH GROMMETS TO PROTECT TREE TRUNKS FROM DAMAGE.
- L. STEEL EDGING: PROFESSIONAL STEEL EDGING, 14 GAUGE THICK X 4 INCHES WIDE, FACTORY PAINTED DARK GREEN. ACCEPTABLE MANUFACTURES INCLUDE COL-MET OR APPROVED EQUAL.
- M. PRE-EMERGENT HERBICIDES: ANY GRANULAR, NON-STAINING PRE-EMERGENT HERBICIDE THAT IS LABELED FOR THE SPECIFIC ORNAMENTALS OR TURF ON WHICH IT WILL BE UTILIZED. PRE-EMERGENT HERBICIDES SHALL BE APPLIED PER THE MANUFACTURER'S LABELED RATES.

METHODS

- A. SOIL PREPARATION
1. BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE GRADE OF ALL LANDSCAPE AREAS ARE WITHIN +0.0' OF FINISH GRADE. THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY SHOULD ANY DISCREPANCIES EXIST.
 2. SOIL TESTING:
 - a. AFTER FINISH GRADES HAVE BEEN ESTABLISHED, CONTRACTOR SHALL HAVE SOIL SAMPLES FROM THE PROJECT'S LANDSCAPE AREAS TESTED BY AN ESTABLISHED SOIL TESTING LABORATORY. EACH SAMPLE SUBMITTED TO THE LAB SHALL CONTAIN NO LESS THAN ONE QUART OF SOIL, TAKEN FROM BETWEEN THE SOIL SURFACE AND 6" DEPTH. IF NO SAMPLE LOCATIONS ARE INDICATED ON THE PLANS, THE CONTRACTOR SHALL TAKE A MINIMUM OF THREE SAMPLES FROM VARIOUS REPRESENTATIVE LOCATIONS FOR TESTING.
 - b. THE CONTRACTOR SHALL HAVE THE SOIL TESTING LABORATORY PROVIDE RESULTS FOR THE FOLLOWING: SOIL TEXTURAL CLASS, GENERAL SOIL FERTILITY, pH, ORGANIC MATTER CONTENT, SALT (CEC), LIME, SODIUM ADSORPTION RATIO (SAR) AND BORON CONTENT.
 - c. THE CONTRACTOR SHALL ALSO SUBMIT THE PROJECT'S PLANT LIST TO THE LABORATORY ALONGS WITH THE SOIL SAMPLES.
 - d. THE SOIL REPORT PRODUCED BY THE LABORATORY SHALL CONTAIN RECOMMENDATIONS FOR THE FOLLOWING (AS APPROPRIATE): SEPARATE SOIL PREPARATION AND BACKFILL RECOMMENDATIONS FOR GENERAL ORNAMENTAL PLANTS, XERIC PLANTS, TURF, AND NATIVE SEED, AS WELL AS PRE-PLANT FERTILIZER APPLICATIONS AND RECOMMENDATIONS FOR ANY OTHER SOIL RELATED ISSUES. THE REPORT SHALL ALSO PROVIDE A FERTILIZER PROGRAM FOR THE ESTABLISHMENT PERIOD AND FOR LONG-TERM MAINTENANCE.
 3. THE CONTRACTOR SHALL INSTALL SOIL AMENDMENTS AND FERTILIZERS PER THE SOILS REPORT RECOMMENDATIONS. ANY CHANGE IN COST DUE TO THE SOIL REPORT RECOMMENDATIONS, EITHER INCREASE OR DECREASE, SHALL BE SUBMITTED TO THE OWNER WITH THE REPORT.
 4. FOR BIDDING PURPOSES ONLY, THE SOIL PREPARATION SHALL CONSIST OF THE FOLLOWING:
 - a. TURF: INCORPORATE THE FOLLOWING AMENDMENTS INTO THE TOP 8" OF SOIL BY MEANS OF ROTOTILLING AFTER CROSS-RIPPING:
 - i. NITROGEN STABILIZED ORGANIC AMENDMENT - 4 CU. YDS. PER 1,000 S.F.
 - ii. PREPLANT TURF FERTILIZER (10-20-10 OR SIMILAR, SLOW RELEASE, ORGANIC) - 15 LBS PER 1,000 S.F.
 - iii. "CLAY BUSTER" OR EQUAL - USE MANUFACTURER'S RECOMMENDED RATE.
 - b. TREES, SHRUBS, AND PERENNIALS: INCORPORATE THE FOLLOWING AMENDMENTS INTO THE TOP 8" OF SOIL BY MEANS OF ROTOTILLING AFTER CROSS-RIPPING:
 - i. NITROGEN STABILIZED ORGANIC AMENDMENT - 4 CU. YDS. PER 1,000 S.F.
 - ii. 12-12-12 FERTILIZER (OR SIMILAR, ORGANIC, SLOW RELEASE) - 10 LBS. PER CU. YD.
 - iii. "CLAY BUSTER" OR EQUAL - USE MANUFACTURER'S RECOMMENDED RATE.
 - iv. IRON SULPHATE - 2 LBS. PER CU. YD.
 5. IN THE CONTEXT OF THESE PLANS, NOTES, AND SPECIFICATIONS, "FINISH GRADE" REFERS TO THE FINAL ELEVATION OF THE SOIL SURFACE (NOT TOP OF MULCH) AS INDICATED ON THE GRADING PLANS.
 - a. BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE ROUGH GRADES OF ALL LANDSCAPE AREAS ARE WITHIN +0.0' OF FINISH GRADE. SEE SPECIFICATIONS FOR MORE DETAILED INSTRUCTION ON TURF AREA AND PLANTING BED PREPARATION.
 - b. CONSTRUCT AND MAINTAIN FINISH GRADES AS SHOWN ON GRADING PLANS, AND CONSTRUCT AND MAINTAIN SLOPES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT AND ON THE GRADING PLANS, AND AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADES AND ELIMINATE PONDING POTENTIAL.
 - c. THE LANDSCAPE CONTRACTOR SHALL DETERMINE WHETHER OR NOT THE EXPORT OF ANY SOIL WILL BE NEEDED, TAKING INTO ACCOUNT THE ROUGH GRADE PROVIDED, THE AMOUNT OF SOIL AMENDMENTS TO BE ADDED (BASED ON A SOIL TEST, PER SPECIFICATIONS), AND THE FINISH GRADES TO BE ESTABLISHED. ENSURE THAT THE FINISH GRADE IN SHRUB AREAS IS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES. AFTER INSTALLING SOIL AMENDMENTS, IS 3" BELOW THE ADJACENT FINISH SURFACE, IN ORDER TO ALLOW FOR PROPER MULCH DEPTH. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED IN THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
 - d. ENSURE THAT THE FINISH GRADE IN TURF AREAS IS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES. AFTER INSTALLING SOIL AMENDMENTS, IS 1" BELOW THE FINISH SURFACE OF THE WALKS. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
 - f. SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GRADING PLANS, GEOTECHNICAL REPORT, THESE NOTES AND PLANS, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT, GENERAL CONTRACTOR, AND OWNER.
 6. ONCE SOIL PREPARATION IS COMPLETE, THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT THERE ARE NO DEBRIS, TRASH, OR STONES LARGER THAN 1" REMAINING IN THE TOP 6" OF SOIL.

- B. SUBMITTALS
1. THE CONTRACTOR SHALL PROVIDE SUBMITTALS AND SAMPLES, IF REQUIRED, TO THE LANDSCAPE ARCHITECT, AND RECEIVE APPROVAL IN WRITING FOR SUCH SUBMITTALS BEFORE WORK COMMENCES.
 2. SUBMITTALS SHALL INCLUDE PHOTOS OF PLANTS WITH A RULER OR MEASURING STICK FOR SCALE, PHOTOS OR SAMPLES OF ANY REQUIRED MULCHES, AND SOIL TEST RESULTS AND PREPARATION RECOMMENDATIONS FROM THE TESTING LAB (INCLUDING COMPOST AND FERTILIZER RATES AND TYPES, AND OTHER AMENDMENTS FOR TREES/SHRUB, TURF, AND SEED AREAS AS MAY BE APPROPRIATE).
 3. SUBMITTALS SHALL ALSO INCLUDE MANUFACTURER CUT SHEETS FOR PLANTING ACCESSORIES SUCH AS TREE STAKES AND TIES, EDGING, AND LANDSCAPE FABRICS (IF ANY).
 4. WHERE MULTIPLE ITEMS ARE SHOWN ON A PAGE, THE CONTRACTOR SHALL CLEARLY INDICATE THE ITEM BEING CONSIDERED.
- C. GENERAL PLANTING
1. REMOVE ALL NURSERY TAGS AND STAKES FROM PLANTS.
 2. EXCEPT IN AREAS TO BE PLANTED WITH ORNAMENTAL GRASSES, APPLY PRE-EMERGENT HERBICIDES AT THE MANUFACTURER'S RECOMMENDED RATE.
 3. TRENCING NEAR EXISTING TREES:
 - a. CONTRACTOR SHALL NOT DISTURB ROOTS 1-1/2" AND LARGER IN DIAMETER WITHIN THE CRITICAL ROOT ZONE (CRZ) OF EXISTING TREES, AND SHALL EXERCISE ALL POSSIBLE CARE AND PRECAUTIONS TO AVOID INJURY TO TREE ROOTS, TRUNKS, AND BRANCHES. THE CRZ IS DEFINED AS A CIRCULAR AREA EXTENDING OUTWARD FROM THE TREE TRUNK WITH A RADIUS EQUAL TO 1" FOR EVERY 1" OF TRUNK DIAMETER-AT-BREAST-HEIGHT (4.5' ABOVE THE AVERAGE GRADE AT THE TRUNK).
 - b. ALL EXCAVATION WITHIN THE CRZ SHALL BE PERFORMED USING HAND TOOLS. NO MACHINE EXCAVATION OR TRENCHING OF ANY KIND SHALL BE ALLOWED WITHIN THE CRZ.
 - c. ALTER ALIGNMENT OF PIPE TO AVOID TREE ROOTS 1-1/2" AND LARGER IN DIAMETER. WHERE TREE ROOTS 1-1/2" AND LARGER IN DIAMETER ARE ENCOUNTERED IN THE FIELD, TUNNEL UNDER SUCH ROOTS. WRAP EXPOSED ROOTS WITH SEVERAL LAYERS OF BURLAP AND KEEP MOIST. CLOSE ALL TRENCHES WITHIN THE CANOPY DRIP LINES WITHIN 24 HOURS.
 - d. ALL SEVERED ROOTS SHALL BE HAND PRUNED WITH SHARP TOOLS AND ALLOWED TO AIR-DRY. DO NOT USE ANY SORT OF SEALERS OR WOUND PAINTS.
- D. TREE PLANTING
1. TREE PLANTING HOLES SHALL BE EXCAVATED TO MINIMUM WIDTH OF TWO TIMES THE WIDTH OF THE ROOTBALL, AND TO A DEPTH EQUAL TO THE DEPTH OF THE ROOTBALL LESS TWO TO FOUR INCHES.
 2. SCARIFY THE SIDES AND BOTTOM OF THE PLANTING HOLE PRIOR TO THE PLACEMENT OF THE TREE. REMOVE ANY GLAZING THAT MAY HAVE BEEN LEFT ON THE INSIDE OF THE HOLE.
 3. FOR CONTAINER AND BOX TREES, TO REMOVE ANY POTENTIALLY GIRDLING ROOTS AND OTHER ROOT DEFECTS, THE CONTRACTOR SHALL SHAVE A 1" LAYER OFF OF THE SIDES AND BOTTOM OF THE ROOTBALL OF ALL TREES JUST BEFORE PLACING INTO THE PLANTING PIT. DO NOT "TEASE" ROOTS OUT FROM THE ROOTBALL.
 4. INSTALL THE TREE ON UNDISTURBED SUBGRADE SO THAT THE TOP OF THE ROOTBALL IS TWO TO FOUR INCHES ABOVE THE SURROUNDING GRADE.
 5. BACKFILL THE TREE HOLE UTILIZING THE EXISTING TOPSOIL FROM ON-SITE. ROCKS LARGER THAN 1" DIA. AND ALL OTHER DEBRIS SHALL BE REMOVED FROM THE SOIL PRIOR TO THE BACKFILL. SHOULD ADDITIONAL SOIL BE REQUIRED TO ACCOMPLISH THIS TASK, USE STORED TOPSOIL FROM ON-SITE OR IMPORT ADDITIONAL TOPSOIL FROM OFF-SITE AT NO ADDITIONAL COST TO THE OWNER. IMPORTED TOPSOIL SHALL BE OF SIMILAR TEXTURAL CLASS AND COMPOSITION IN THE ON-SITE SOIL.
 6. TREES SHALL NOT BE STAKED IN UNUSUAL CONDITIONS (SUCH AS HEAVY WINDS OR SLOPES) REQUIRE STAKES TO KEEP TREES UPRIGHT. SHOULD STAKING BE REQUIRED, THE TOTAL NUMBER OF TREE STAKES (BEYOND THE MINIMUMS LISTED BELOW) WILL BE LEFT TO THE LANDSCAPE CONTRACTOR'S DISCRETION. SHOULD ANY TREES FALL OR LEAN, THE LANDSCAPE CONTRACTOR SHALL STRAIGHTEN THE TREE, OR REPLACE IT SHOULD IT BECOME DAMAGED. TREE STAKING SHALL ADHERE TO THE FOLLOWING GUIDELINES:
 - a. 1"-2" TREES: TWO STAKES PER TREE
 - b. 2-1/2"-4" TREES: THREE STAKES PER TREE
 - c. TREES OVER 4" CALIPER: GUY AS NEEDED
 - d. MULTI-TRUNK TREES: THREE STAKES PER TREE MINIMUM, QUANTITY AND POSITIONS AS NEEDED TO STABILIZE THE TREE
 - e. #15 CONT. - 24" BOX TREES: TWO STAKES PER TREE
 - f. 36"-48" BOX TREES: THREE STAKES PER TREE
 - g. OVER 48" BOX TREES: GUY AS NEEDED
 - h. MULTI-TRUNK TREES: THREE STAKES PER TREE MINIMUM, QUANTITY AND POSITIONS AS NEEDED TO STABILIZE THE TREE
 7. UPON COMPLETION OF PLANTING, CONSTRUCT AN EARTH WATERING BASIN AROUND THE TREE. COVER THE INTERIOR OF THE TREE RING WITH THE WEED BARRIER CLOTH AND TOPDRESS WITH MULCH (TYPE AND DEPTH PER PLANS).
- D. SHRUB, PERENNIAL, AND GROUND COVER PLANTING
1. DIG THE PLANTING HOLES TWICE AS WIDE AND 2" LESS DEEP THAN EACH PLANT'S ROOTBALL. INSTALL THE PLANT IN THE HOLE. BACKFILL AROUND THE PLANT WITH SOIL AMENDED PER SOIL TEST RECOMMENDATIONS.
 2. INSTALL THE WEED BARRIER CLOTH, OVERLAPPING IT AT THE ENDS. UTILIZE STEEL STAPLES TO KEEP THE WEED BARRIER CLOTH IN PLACE.
 3. WHEN PLANTING IS COMPLETE, INSTALL MULCH (TYPE AND DEPTH PER PLANS) OVER ALL PLANTING BEDS, COVERING THE ENTIRE PLANTING AREA.
- E. SODDING
1. SOD VARIETY TO BE AS SPECIFIED ON THE LANDSCAPE PLAN.
 2. LAY SOD WITHIN 24 HOURS FROM THE TIME OF STRIPPING. DO NOT LAY IF THE GROUND IS FROZEN.
 3. LAY THE SOD TO FORM A SOLID MASS WITH TIGHTLY FITTED JOINTS. BUTT ENDS AND SIDES OF SOD STRIPS - DO NOT OVERLAP. STAGGER STRIPS IN ADJACENT COURSES.
 4. ROLL THE SOD TO ENSURE GOOD CONTACT OF THE SOD'S ROOT SYSTEM WITH THE SOIL UNDERNEATH.
 5. WATER THE SOD THOROUGHLY WITH A FINE SPRAY IMMEDIATELY AFTER PLANTING TO OBTAIN AT LEAST SIX INCHES OF PENETRATION INTO THE SOIL BELOW THE SOD.
- F. HYDROMULCHING
1. TURF HYDROMULCH MIX (PER 1,000 SF) SHALL BE AS FOLLOWS:
 - a. WINTER MIX (OCTOBER 1 - MARCH 31)
 - i. 50# CELLULOSE FIBER MULCH
 - ii. 2# UNHULLED BERMUDA SEED
 - iii. 2# ANNUAL RYE SEED
 - b. 15# 15-15-15 WATER SOLUBLE FERTILIZER
 2. SUMMER MIX (APRIL 1 - SEPTEMBER 30)
 - a. 50# CELLULOSE FIBER MULCH
 - b. 2# HULLED BERMUDA SEED
 - c. 15# 15-15-15 WATER SOLUBLE FERTILIZER
- G. DRILL SEEDING
1. ALL SEED SHALL BE DRILL SEEDED AT THE RATES SHOWN ON THE PLANS, WITH A HYDROMULCH MIX APPLIED AFTER SEEDING.
 2. THE HYDROMULCH MIX (PER 1,000 SF) SHALL BE AS FOLLOWS:
 - a. 50# CELLULOSE FIBER MULCH
 - b. 15# 15-15-15 WATER SOLUBLE FERTILIZER
 - c. 4# ORGANIC BINDER
- H. MULCH
1. INSTALL MULCH TOPDRESSING, TYPE AND DEPTH PER MULCH NOTE, IN ALL PLANTING AREAS AND TREE RINGS. DO NOT INSTALL MULCH WITHIN 6" OF HABITABLE STRUCTURES, EXCEPT AS MAY BE NOTED ON THESE PLANS. MULCH COVER WITHIN 6" OF CONCRETE WALKS AND CURBS SHALL NOT PROTRUDE ABOVE THE FINISH SURFACE OF THE WALKS AND CURBS. MULCH COVER WITHIN 12" OF WALLS SHALL BE AT LEAST 3" LOWER THAN THE TOP OF WALL.
- I. CLEAN UP
1. DURING LANDSCAPE PREPARATION AND PLANTING, KEEP ALL PAVEMENT CLEAN AND ALL WORK AREAS IN A NEAT, ORDERLY CONDITION.
 2. DISPOSED LEGALLY OF ALL EXCAVATED MATERIALS OFF THE PROJECT SITE.
- J. INSPECTION AND ACCEPTANCE
1. UPON COMPLETION OF THE WORK, THE LANDSCAPE CONTRACTOR SHALL PROVIDE THE SITE CLEAN, FREE OF DEBRIS AND TRASH, AND SUITABLE FOR USE AS INTENDED. THE LANDSCAPE CONTRACTOR SHALL THEN REQUEST AN INSPECTION BY THE OWNER TO DETERMINE FINAL ACCEPTABILITY.
 2. WHEN THE INSPECTED PLANTING WORK DOES NOT COMPLY WITH THE CONTRACT DOCUMENTS, THE LANDSCAPE CONTRACTOR SHALL REPLACE AND/OR REPAIR THE REJECTED WORK TO THE OWNER'S SATISFACTION WITHIN 24 HOURS.
 3. THE LANDSCAPE MAINTENANCE PERIOD WILL NOT COMMENCE UNTIL THE LANDSCAPE WORK HAS BEEN RE-INSPECTED BY THE OWNER AND FOUND TO BE ACCEPTABLE. AT THAT TIME, A WRITTEN NOTICE OF FINAL ACCEPTANCE WILL BE ISSUED BY THE OWNER, AND THE MAINTENANCE AND GUARANTEE PERIODS WILL COMMENCE.
- K. LANDSCAPE MAINTENANCE
1. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL WORK SHOWN ON THESE PLANS FOR 90 DAYS BEYOND FINAL ACCEPTANCE OF ALL LANDSCAPE WORK BY THE OWNER. LANDSCAPE MAINTENANCE SHALL INCLUDE WEEKLY SITE VISITS FOR THE FOLLOWING ACTIONS (AS APPROPRIATE): PROPER PRUNING, RESTAKING OF TREES, RESETING OF PLANTS THAT HAVE SETTLED, MOWING AND AERATION OF LAWNS, WEEDING, RESEEDING AREAS WHICH HAVE NOT GERMINATED WELL, TREATING FOR INSECTS AND DISEASES, REPLACEMENT OF MULCH, REMOVAL OF LITTER, REPAIRS TO THE IRRIGATION SYSTEM, AND REPAIR OF FAULTY PARTS AND/OR WORKMANSHIP, AND THE APPROPRIATE WATERING OF ALL PLANTINGS. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN THE IRRIGATION SYSTEM IN PROPER WORKING ORDER, WITH SCHEDULING ADJUSTMENTS BY SEASON TO MAXIMIZE WATER CONSERVATION.
 2. SHOULD SEEDING AND/OR SODDED AREAS NOT BE COVERED BY AN AUTOMATIC IRRIGATION SYSTEM, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING THESE AREAS AND OBTAINING A FULL, HEALTHY STAND OF PLANTS AT NO ADDITIONAL COST TO THE OWNER.
 3. SHOULD FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD, ALL OF THE FOLLOWING CONDITIONS MUST OCCUR:
 - a. THE LANDSCAPE SHALL SHOW ACTIVE, HEALTHY GROWTH (WITH EXCEPTIONS MADE FOR SEASONAL DORMANCY). ALL PLANTS NOT MEETING THIS CONDITION SHALL BE REJECTED AND REPLACED BY HEALTHY PLANT MATERIAL PRIOR TO FINAL ACCEPTANCE.
 - b. ALL HARDSCAPE SHALL BE CLEANED PRIOR TO FINAL ACCEPTANCE.
 - c. SODDED AREAS MUST BE ACTIVELY GROWING AND MUST REACH A MINIMUM HEIGHT OF 1 1/2" INCHES BEFORE FIRST MOWING. HYDROMULCHED AREAS SHALL SHOW ACTIVE, HEALTHY GROWTH. BARE AREAS LARGER THAN TWO (2) SQUARE INCHES MUST BE RESEEDED OR RESEEDED (AS APPROPRIATE) PRIOR TO FINAL ACCEPTANCE. ALL SODDED TURF SHALL BE NEATLY MOWED.
- L. WARRANTY PERIOD, PLANT GUARANTEE AND REPLACEMENTS
1. THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL TREES, SHRUBS, PERENNIALS, SOD, SEEDING/HYDROMULCHED AREAS, AND IRRIGATION SYSTEMS FOR A PERIOD OF ONE YEAR FROM THE DATE OF THE OWNER'S FINAL ACCEPTANCE (90 DAYS FOR ANNUAL PLANTS). THE CONTRACTOR SHALL REPLACE, AT HIS OWN EXPENSE AND TO THE SATISFACTION OF THE OWNER, ANY PLANTS WHICH DIE IN THAT TIME, OR REPAIR ANY PORTIONS OF THE IRRIGATION SYSTEM WHICH OPERATE IMPROPERLY.
 2. AFTER THE INITIAL MAINTENANCE PERIOD AND DURING THE GUARANTEE PERIOD, THE LANDSCAPE CONTRACTOR SHALL ONLY BE RESPONSIBLE FOR REPLACEMENT OF PLANTS WHEN PLANT DEATH CANNOT BE ATTRIBUTED DIRECTLY TO OVERWATERING OR OTHER DAMAGE BY HUMAN ACTIONS.
- M. PROVIDE A MINIMUM OF (2) COPIES OF RECORD DRAWINGS TO THE OWNER UPON COMPLETION OF WORK. A RECORD DRAWING IS A RECORD OF ALL CHANGES THAT OCCURRED IN THE FIELD AND THAT ARE DOCUMENTED THROUGH CHANGE ORDERS, ADDENDA, OR CONTRACTOR/CONSULTANT DRAWING MARKUPS.

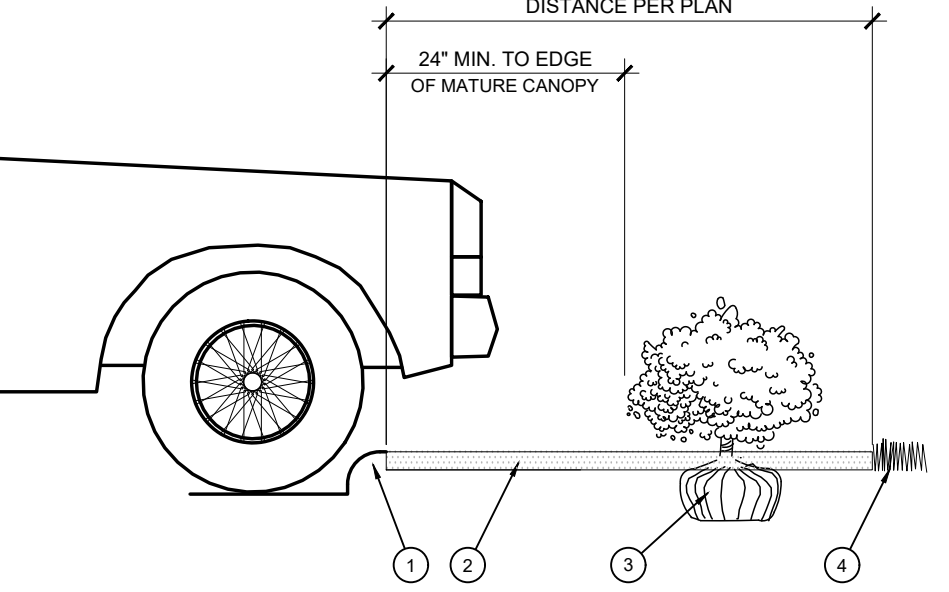


1. ROLLED-TOP STEEL EDGING PER PLANS.
2. TAPERED STEEL STAKES.
3. MULCH, TYPE AND DEPTH PER PLANS.
4. FINISH GRADE.

- NOTES:
- 1) INSTALL EDGING SO THAT STAKES WILL BE ON INSIDE OF PLANTING BED.
 - 2) BOTTOM OF EDGING SHALL BE BURIED A MINIMUM OF 1" BELOW FINISH GRADE.
 - 3) TOP OF MULCH SHALL BE 1" LOWER THAN TOP OF EDGING.

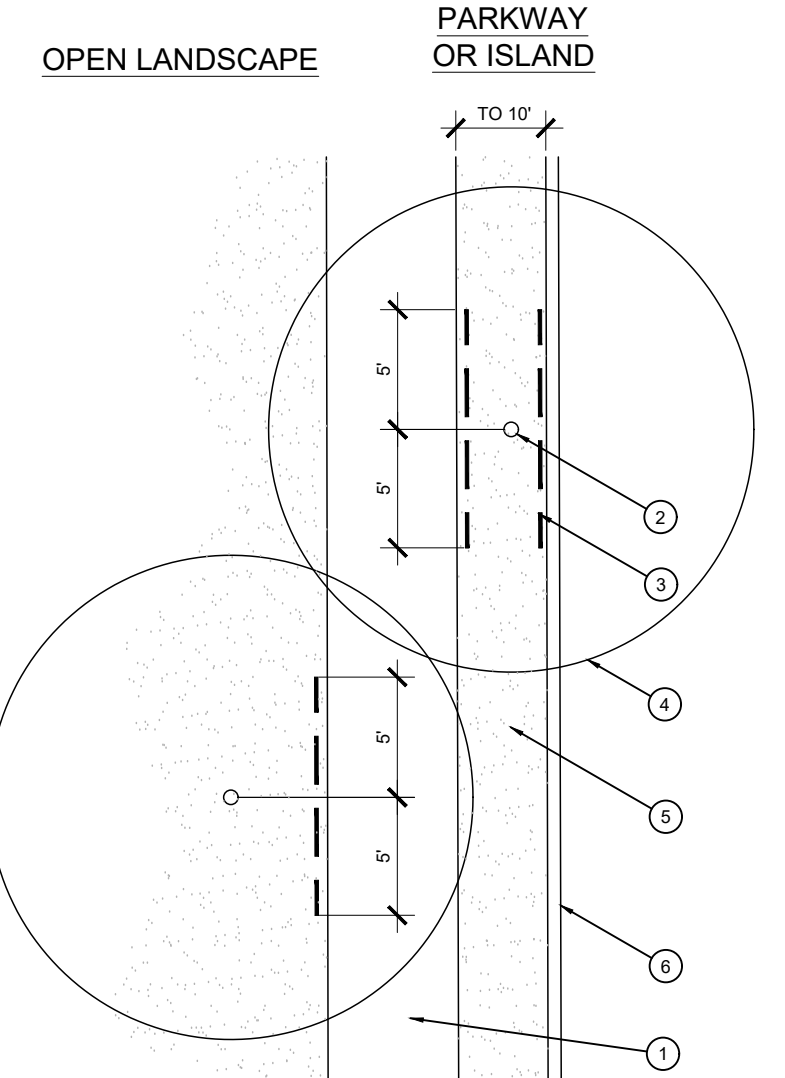
D STEEL EDGING

SCALE: NOT TO SCALE



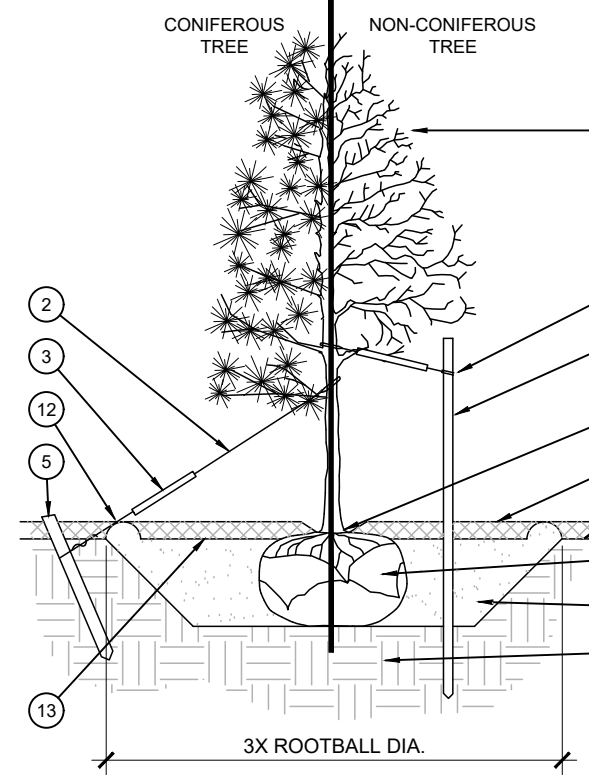
E PLANTING AT PARKING AREA

SCALE: NOT TO SCALE



F ROOT BARRIER - PLAN VIEW

SCALE: NOT TO SCALE

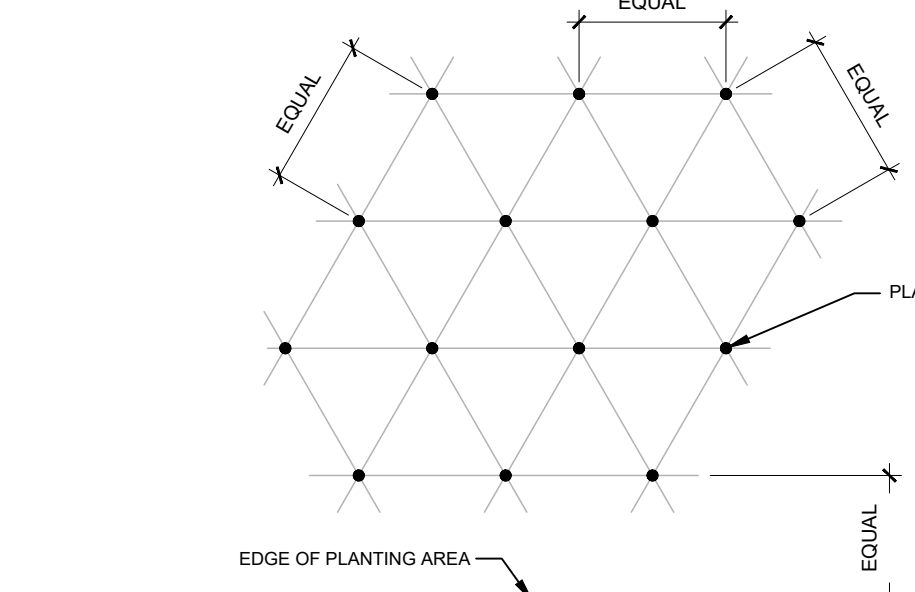


1. TREE CANOPY.
2. CINCH-TIES (24" BOX"2" CAL. TREES AND SMALLER) OR 12 GAUGE GALVANIZED WIRE WITH NYLON TREE STRAPS AT TREE AND STAKE (36" BOX"2" CAL. TREES AND LARGER). SECURE TIES OR STRAPS TO TRUNK JUST ABOVE LOWEST MAJOR BRANCHES.
3. 24" X 3/4" P.V.C. MARKERS OVER WIRES.
4. GREEN STEEL T-POSTS. EXTEND POSTS 12" MIN. INTO UNDISTURBED SOIL.
5. PRESSURE-TREATED WOOD DEADMAN, TWO PER TREE (MIN.). BURY OUTSIDE OF PLANTING PIT AND 18" MIN. INTO UNDISTURBED SOIL.
6. TRUNK FLARE.
7. MULCH, TYPE AND DEPTH PER PLANS. DO NOT PLACE MULCH WITHIN 6" OF TRUNK.
8. FINISH GRADE.
9. ROOT BALL.
10. BACKFILL, AMEND AND FERTILIZE ONLY AS RECOMMENDED IN SOIL FERTILITY ANALYSIS.
11. UNDISTURBED NATIVE SOIL.
12. 4" HIGH EARTHEN WATERING BASIN.
13. FINISH GRADE.

- NOTES:
1. SCARIFY SIDES OF PLANTING PIT PRIOR TO SETTING TREE.
 2. REMOVE EXCESS SOIL APPLIED ON TOP OF THE ROOTBALL THAT COVERS THE ROOT FLARE. THE PLANTING HOLE DEPTH SHALL BE SUCH THAT THE ROOTBALL RESTS ON UNDISTURBED SOIL, AND THE ROOT FLARE IS 2"-4" ABOVE FINISH GRADE.
 3. FOR B&B TREES, CUT OFF BOTTOM 1/3 OF WIRE BASKET BEFORE PLACING TREE IN HOLE. CUT OFF AND REMOVE REMAINDER OF BASKET AFTER TREE IS SET IN HOLE. REMOVE ALL NYLON TIES, TWINE, ROPE, AND OTHER PACKING MATERIAL. REMOVE AS MUCH BURLAP FROM AROUND ROOTBALL AS IS PRACTICAL.
 4. REMOVE ALL NURSERY STAKES AFTER PLANTING.
 5. TWINE, ROPE, AND OTHER PACKING MATERIAL. REMOVE AS MUCH BURLAP FROM AROUND ROOTBALL AS IS PRACTICAL.
 6. STAKING SHALL BE TIGHT ENOUGH TO PREVENT TRUNK MOVEMENT IN WIND.

A TREE PLANTING

SCALE: NOT TO SCALE

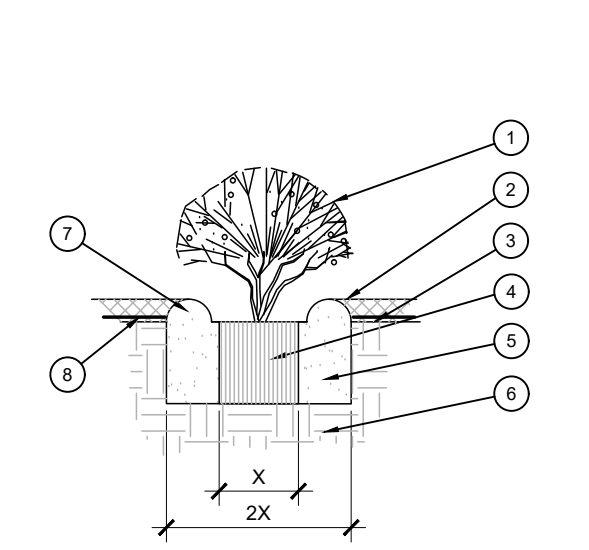


NOTE: ALL PLANTS SHALL BE PLANTED AT EQUAL TRIANGULAR SPACING (EXCEPT WHERE SHOWN ON PLANS AS INFORMAL GROUPINGS). REFER TO PLANT LEGEND FOR SPACING DISTANCE BETWEEN PLANTS.

- 1) STEP 1: DETERMINE TOTAL PLANTS FOR THE AREA WITH THE FOLLOWING FORMULA:
- TOTAL AREA / AREA DIVIDER = TOTAL PLANTS
- | PLANT SPACING | AREA DIVIDER | PLANT SPACING | AREA DIVIDER |
|---------------|--------------|---------------|--------------|
| 6" | 0.22 | 18" | 1.95 |
| 8" | 0.33 | 24" | 2.47 |
| 10" | 0.60 | 30" | 5.41 |
| 12" | 0.87 | 36" | 7.79 |
| 15" | 1.35 | | |
- 2) STEP 2: SUBTRACT THE ROW (S) OF PLANTS THAT WOULD OCCUR AT THE EDGE OF THE PLANTED AREA WITH THE FOLLOWING FORMULA: TOTAL PERIMETER LENGTH / PLANT SPACING = TOTAL PLANT SUBTRACTION
- EXAMPLE: PLANTS AT 18" O.C. IN 100 SF PLANTING AREA, 40 LF PERIMETER
- STEP 1: 100 SF / 2.47 = 51 PLANTS
- STEP 2: 51 PLANTS - (40 LF / 7.95 = 21 PLANTS) = 30 PLANTS TOTAL

B PLANT SPACING

SCALE: NTS



1. SHRUB, PERENNIAL, OR ORNAMENTAL GRASS.
2. MULCH, TYPE AND DEPTH PER PLANS. PLACE NO MORE THAN 1" OF MULCH WITHIN 6" OF PLANT CENTER.
3. FINISH GRADE.
4. ROOT BALL.
5. BACKFILL, AMEND AND FERTILIZE ONLY AS RECOMMENDED IN SOIL FERTILITY ANALYSIS.
6. UNDISTURBED NATIVE SOIL.
7. 3" HIGH EARTHEN WATERING BASIN.
8. WEED FABRIC UNDER MULCH.

C SHRUB AND PERENNIAL PLANTING

SCALE: NTS

STOP!

CALL BEFORE YOU DIG

DIG TESS

1-800-DIG-TESS

(@ LEAST 72 HOURS PRIOR TO DIGGING)

LEGAL DESCRIPTION:

A 1.858 ACRE TRACT OF LAND SITUATED IN THE GEORGE CASSELLAND SURVEY, ABSTRACT NO. 173

ADDITION:

NEW CONSTRUCTION

ADDRESS:

952 S. BROADWAY ST.

CITY: JOSHUA STATE: TEXAS

L/C NUMBER: 042-3314 SHEET NAME: PLANTING DETAILS & SPECIFICATIONS

ISSUE REF. BY DESCRIPTION REV. DATE

1903 CENTRAL DR. SUITE #406 PHONE: 817.281.0572 BEDFORD, TX 76022 WWW.GRAYMOOREENGINEERING.COM KS REGISTRATION #80139845

Gray Moore ENGINEERING

REGISTERED LANDSCAPE ARCHITECT ERIC M. SHERIFF 2537

3-23-2021

GREATER SOUTHWEST REGION OFFICE ADDRESS 511 E JOHN CARPENTER FRWY SUITE 375, IRVING, TX 75062

McDONALD'S

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF McDONALD'S CORPORATION AND SHALL NOT BE REPRODUCED WITHOUT THEIR WRITTEN CONSENT.

952 S. BROADWAY ST. JOSHUA, TX

McDONALD'S L/C: 042-3314 ADAMS, TX 75001 CLAYMOORE ENG. NO. 2020-040

PLAN APPROVALS SIGNATURE (2 REQUIRED) DATE

REGIONAL MGR. CONST. MGR. OPERATIONS DEPT. REAL ESTATE DEPT.

CO-SIGN SIGNATURE

CONTRACTOR OWNER

STATUS DATE BY

DATE DRAWN 2/9/21 EMS

PLAN CHECKED 2/9/21 RM

ASBUILT

SHEET NO. LP-2

T/BLK'G @ PARAPET
ELEV. + 18'-9 1/2"

B/CANOPY
ELEV. + 9'-4"
T/WINDOW &
B/UNDERSCORE
ELEV. + 9'-1"

T/SILL
ELEV. + 2'-0"

T/SLAB
ELEV. + 0'-0"



T/ALUMINUM BATTEN
ELEV. + 18'-3"

C.L./TIEBACK
ELEV. + 12'-1"

T/WINDOW & B/CANOPY
ELEV. + 9'-4"
T/ALUMINUM BATTEN
ELEV. + 9'-3 1/2"

B/ALUMINUM BATTEN
ELEV. + 0'-6"

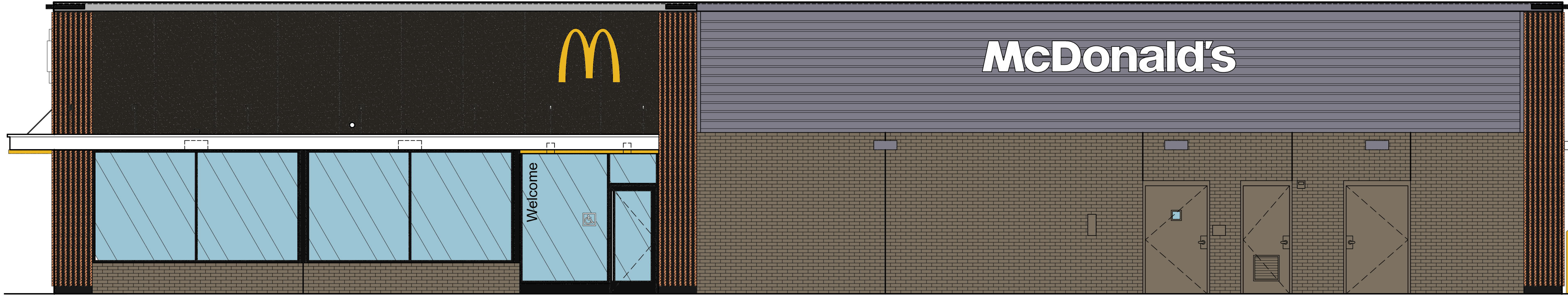
T/SLAB
ELEV. + 0'-0"

1 FRONT ELEVATION
A2.0 1/4" = 1'-0"

T/BLK'G @ PARAPET
ELEV. + 18'-9 1/2"
T/ALUMINUM BATTEN
ELEV. + 18'-3"

C.L./TIEBACK
ELEV. + 12'-1"
B/ALUMINUM BATTEN
ELEV. + 10'-2"
T/WINDOW & B/CANOPY
ELEV. + 9'-4"
T/WINDOW &
B/UNDERSCORE
ELEV. + 9'-1"

T/SILL
ELEV. + 2'-0"
B/ALUMINUM BATTEN
ELEV. + 0'-6"
T/SLAB
ELEV. + 0'-0"



T/ALUMINUM BATTEN
ELEV. + 18'-3"

B/METAL PANEL
ELEV. + 10'-5 1/2"

B/SCONCE
ELEV. + 9'-4"

T/DOOR
ELEV. + 7'-4"

B/ALUMINUM BATTEN
ELEV. + 0'-6"

T/SLAB
ELEV. + 0'-0"

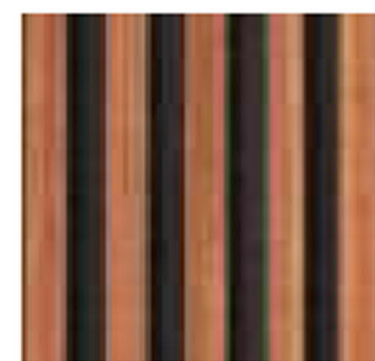
2 NON-DRIVE-THRU ELEVATION
A2.0 1/4" = 1'-0"



BRICK VENEER
"SILVERADO" SMOOTH
BY HEBRON
MORTAR: SM300 LIGHT BUFF
BY SPEC MIX



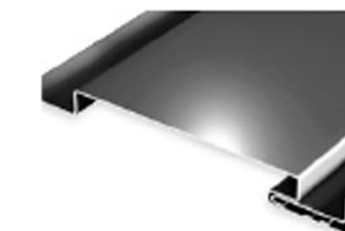
EIFS/STUCCO
SW 7069 "IRON ORE" FINISH:
HYDROPHOBIC // FINESSE



2"x2" ALUMINUM BATTEN
FORTINA
COLOR: TA-647
BY B+N INDUSTRIES



ALUMINUM COMPOSITE (ACM)
CUSTOM COLOR: RAL 7022
BY ALPOLIC



REVEAL PANEL
WEATHERED ZINC BY METAL ERA



R ROGUE
ARCHITECTS

513 MAIN STREET, SUITE 300
FORT WORTH, TEXAS 76102
817.820.0433 o 817.705.3387 c

McDonald's USA, LLC

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JERAMY WILLIAMS ARCHITECT	PROJECT NAME	2018_BB20_STANDARD BUILDING
PROTOTYPE ISSUE DATE	4597 - FTD NW PROTOTYPE	4597 - FTD NW PROTOTYPE
REVIEWED	DESCRIPTION	WOOD BEARING WALLS WITH 4" BRICK VENEER
NO	WOOD ROOF FRAMING MEMBERS	WOOD ROOF FRAMING MEMBERS
FIRST ISSUE DATE	SITE ADDRESS	02/01/21
02/01/21	SITE ID	042-3314
	NWC HWY: 174	STADIUM DRIVE USHUA, TX 76058

SHEET NO. **A2.0**
ELEVATIONS

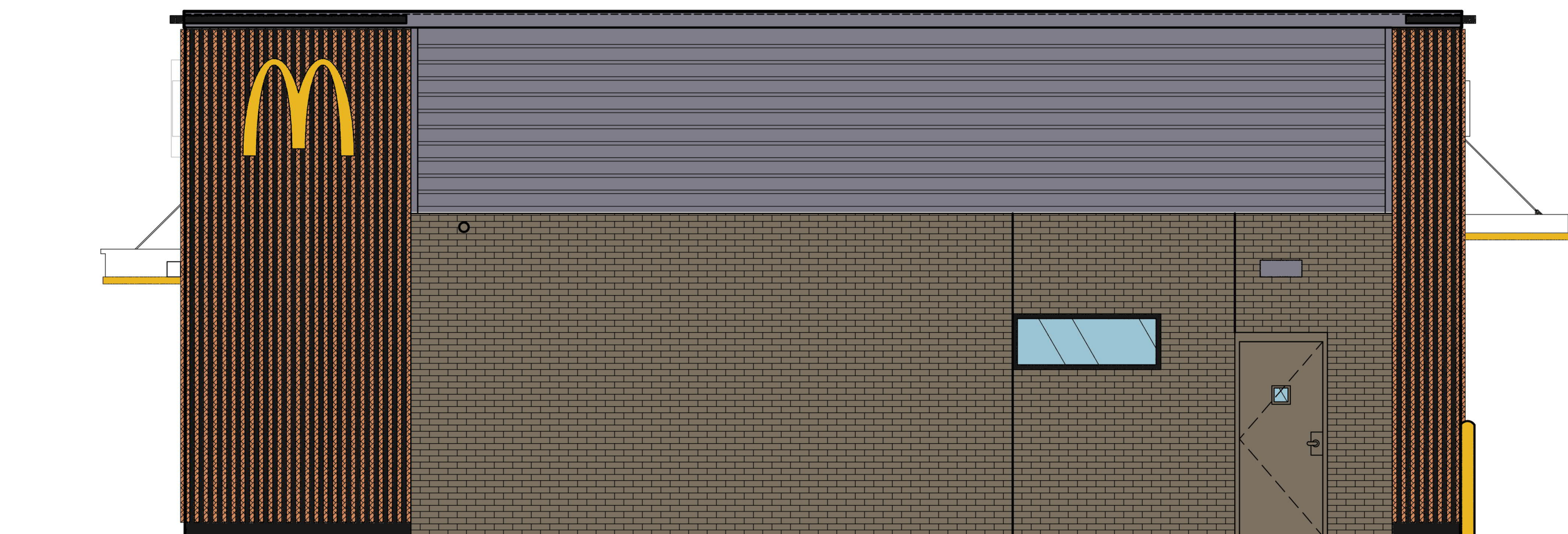
- T/BLK'G @ PARAPET
ELEV. + 18'-9 1/2"
- T/ALUMINUM BATTEN
ELEV. + 18'-3"
- B/METAL PANEL
ELEV. + 11'-7 1/2"
- B/UNDERSORE
ELEV. + 10'-8"
- T/WINDOW
ELEV. + 8'-0"
- T/SILL
ELEV. + 3'-0"
- B/ALUMINUM BATTEN
ELEV. + 0'-6"
- T/SLAB
ELEV. + 0'-0"



- C.L./TIEBACK
ELEV. + 14'-5"
- B/CANOPY
ELEV. + 10'-11"
- T/WINDOW
ELEV. + 8'-0"
- T/SILL
ELEV. + 3'-0"
- T/SLAB
ELEV. + 0'-0"

1 DRIVE THRU ELEVATION
1/4" = 1'-0"

- T/BLK'G @ PARAPET
ELEV. + 18'-9 1/2"
- T/ALUMINUM BATTEN
ELEV. + 18'-2"
- T/SLAB
ELEV. + 0'-0"



- B/METAL PANEL
ELEV. + 11'-7 1/2"
- B/CANOPY
ELEV. + 10'-11"
- T/WINDOW
ELEV. + 8'-0"
- T/DOOR
ELEV. + 7'-4"
- T/SILL
ELEV. + 6'-0"
- B/ALUMINUM BATTEN
ELEV. + 0'-6"
- T/SLAB
ELEV. + 0'-0"

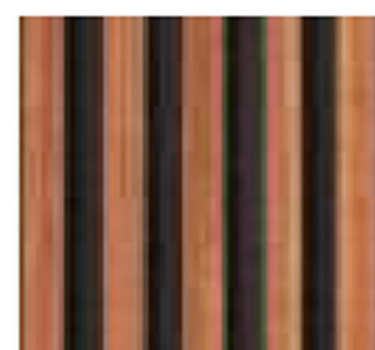
2 REAR ELEVATION
1/4" = 1'-0"



BRICK VENEER
"SILVERADO" SMOOTH
BY HEBRON
MORTAR: SM300 LIGHT BUFF
BY SPEC MIX



EIFS/STUCCO
SW 7069 "IRON ORE" FINISH:
HYDROPHOBIC // FINESSE



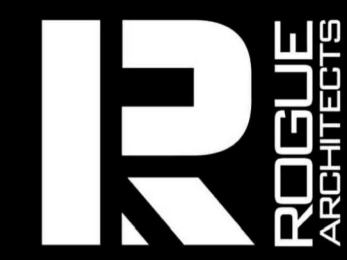
2"x2" ALUMINUM BATTEN
FORTINA
COLOR: TA-647
BY B+N INDUSTRIES



ALUMINUM COMPOSITE (ACM)
CUSTOM COLOR: RAL 7022
BY ALPOLIC



REVEAL PANEL
WEATHERED ZINC BY METAL ERA



513 MAIN STREET, SUITE 300
FORT WORTH, TEXAS 76102
817.820.0433 o 817.705.3387 c

McDonald's USA, LLC

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PROJECT NAME	2018_BB20_STANDARD BUILDING
PROTOTYPE	4597 - FDT NW PROTOTYPE
ISSUE DATE	2018
REVIEWED	RGD
FIRST ISSUE DATE	03/01/21
DESCRIPTION	WOOD BEARING WALLS WITH 4" BRICK VENEER WOOD ROOF FRAMING MEMBERS
SHEET NO.	042-3314
SITE ADDRESS	NWC HWY. 174 STADIUM DRIVE USHUA, TX 76058

A2.1
ELEVATIONS

Joshua Station
Development Standards – Pad Site 4

Purpose: The purpose of the Planned Development District is to allow for new commercial/retail development located within the Joshua Station Overlay District on properties designated in the CR, Commercial-Retail Land Use Designation. There is one (1) proposed lot for this development containing a total of 1.858 acres. The property is located at the northwest corner of Stadium Drive and State Highway 174.

Regulations:

This property shall comply with the provisions set forth in the Zoning and Subdivision Ordinances, as amended; as well as all other codes and ordinances within the City of Joshua, unless specifically set forth within these PD District Standards.

Area Regulations:

Min. Lot Size: 6,000 sq.ft.

Min. Lot Width: 60 ft

Min. Lot Depth: 100 ft

Max. Height: 45 ft

Max. Building Coverage: 50%

Min. Setbacks –

- Front Street Setback – 26 ft
- Side Street Setback – 10 ft
- Side – 0 ft
- Rear – 0 ft

Section 6.18.9: Utility and Service Areas

- C. No open metal railings, hadite brick or cyclone fences are permitted as screening devices; except, however, wood gates for screened areas are permitted and wood fences are permitted for back of building utility screening.

Section 6.18.11: Landscape Standards

F. Quantity of required street trees along SH 174 shall be calculated based on one planted for every seven hundred fifty (750) square feet of front yard setback. Street trees shall be from the approved Tree List.

G. Street trees located in the TXDOT ROW may apply to the required street tree count.

H. Street trees may be staggered to meet calculated quantity. Trees are not required to be inline.

I. Spacing between street trees, measured parallel to the ROW, is 70' maximum and 15' minimum.

J. Joshua Station Development Standards, Landscape Standards, shall supersede other sections of the Zoning Code that conflict.

Section 6.18.13: Lighting Standards For Nonresidential Land Use Types

- D. Street Tree Lighting.

Section 6.18.15: Screening Standards

A six (6) foot minimum to eight (8) foot maximum screen wall or wood fencing is required between residential uses and nonresidential uses. The property owner of the nonresidential use shall be responsible for construction and/or maintenance of the screening wall/fence. The required screen wall or fence shall be installed at time of development of the property.

Article 7 – Parking Requirements

Section 7.7 Off Street Stacking Requirements for Drive Through Facilities

B.

2. For each service lane of a drive-through restaurant, a minimum of six (6) spaces.

Section 7.8 Design Standards

A. Parking Space Dimensions

3. Compact parking spaces – Up to 10 percent of the provided off-street parking spaces can be designated as compact parking stalls and be no less than nine (9) feet in width by sixteen (16) feet in depth exclusive of all access drive, alley or aisle, and shall be of a usable shape and condition.



City Council Agenda April 15, 2021

Agenda Item: G6 & 7 Public Hearing (Discussion Item)

Agenda Description:

Conduct a public hearing regarding a request to amend the Thoroughfare Master Plan, contained in the 2016 Comprehensive Plan, by removing the proposed 2-Lane Collector Roadway from SH 174 to CR 1022 and designating CR 904 west of SH 174 as a 2-Lane Collector Roadway.

Background Information:

The Thoroughfare plan was last updated in 2016 and it is obvious that provision must be made for changing the regulations as conditions change or new conditions arise. Otherwise zoning would be confined and a detriment to a community instead of an asset. Periodic revision is essential if the ordinance is to establish and maintain a rational land use pattern. In this case the 2-lane collector road is causing difficulty developing the area as the proposed road crosses multiple tracts of land. The City is proposing to realign the 2-lane collector road downward to CR 904.

The Planning and Zoning Commission have made a recommendation for approval to the City Council on April 5, 2021.

Financial Information:

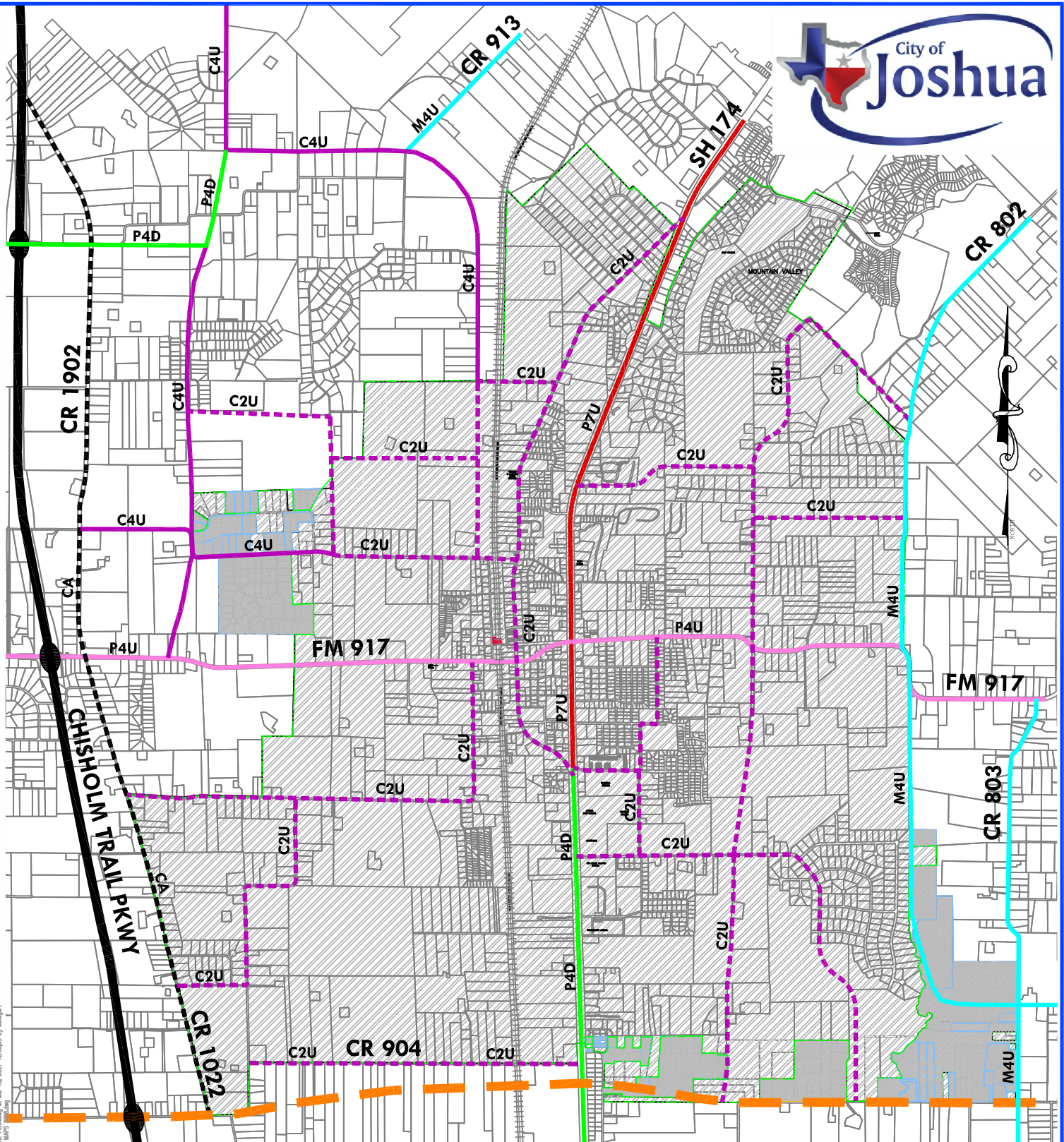
N/A

City Contact and Recommendations:

Aaron Maldonado, Development Services Director
Staff recommends approval

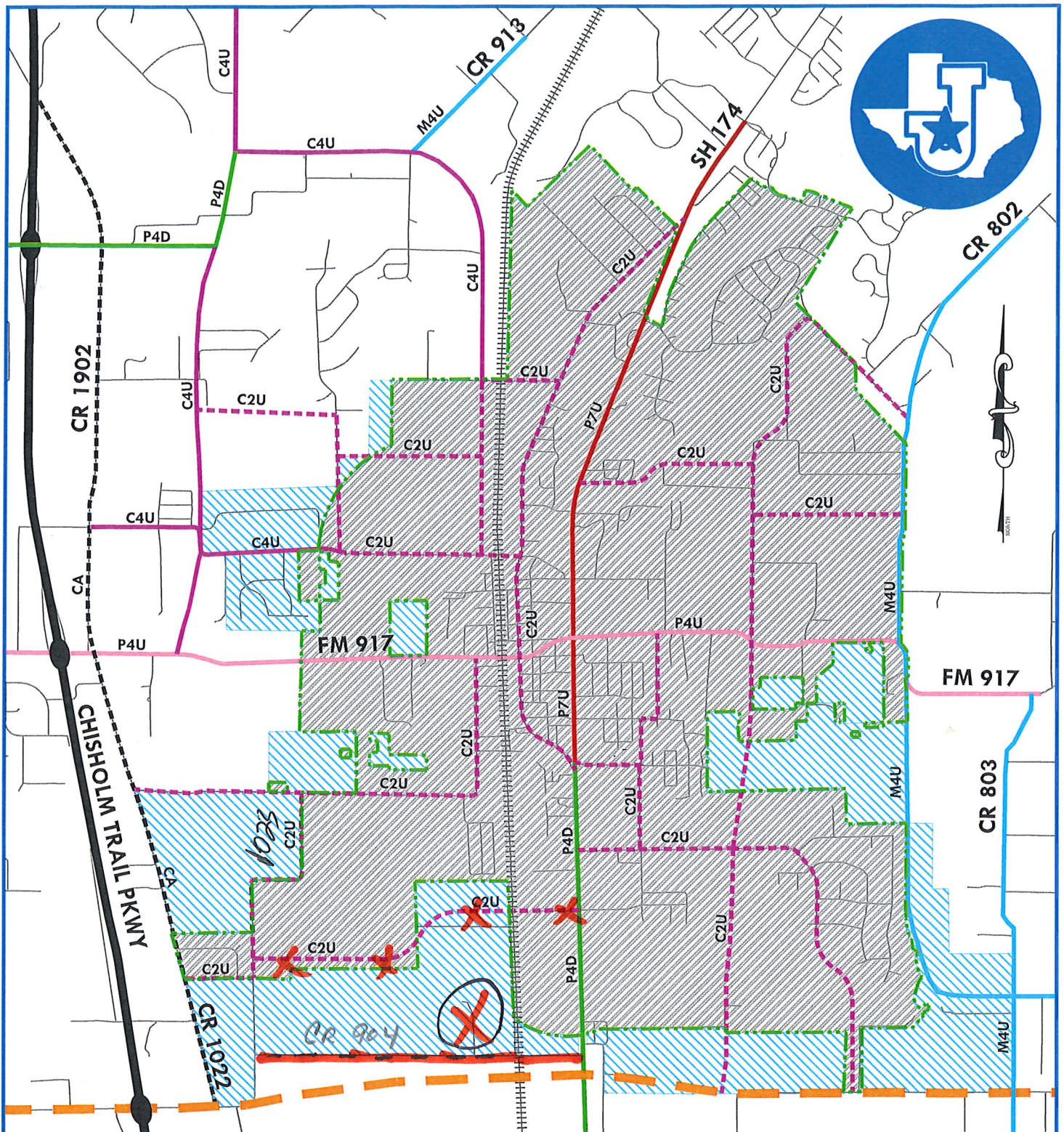
Attachments:

1. Maps



LEGEND

- | | | | | | |
|--|---|---|---|---|-----------------------------|
|  | FW Freeway with interchange |  | P4U Principal 4-Lane Undivided Arterial |  | C2U 2 - Lane Collector Road |
|  | Loop Regional Outer Loop |  | M4U Minor 4-Lane Undivided Arterial |  | Regional Rail System |
|  | P7U Principal 7-Lane Undivided Arterial |  | CA Commercial Arterial |  | Joshua City Limits |
|  | P4D Principal 4-Lane Divided Arterial |  | C4U Minor 4-Lane Undivided Collector |  | Joshua ETJ Limits |



LEGEND

FW	Freeway with interchange	P4U	Principal 4-Lane Undivided Arterial	C2U	2 - Lane Collector Road
Loop	Regional Outer Loop	M4U	Minor 4-Lane Undivided Arterial	++++	Regional Rail System
P7U	Principal 7-Lane Undivided Arterial	CA	Commercial Arterial	-----	Joshua City Limits
P4D	Principal 4-Lane Divided Arterial	C4U	Minor 4-Lane Undivided Collector	-----	Joshua ETJ Limits



teague nall & perkins
5237 N. Riverside Drive, Suite 100
Fort Worth, Texas 76102
817.336.5775 ph 817.336.2813 fx
TBPE Registration No. F-230
www.tnplnc.com

2016
THOROUGHFARE PLAN
CITY OF JOSHUA, TEXAS
JOHNSON COUNTY, TEXAS

CITY OF JOSHUA, TEXAS

ORDINANCE NO. 811-2021

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, AMENDING THE THOROUGHFARE MASTER PLAN CONTAINED IN THE 2016 COMPREHENSIVE PLAN BY REMOVING THE EXISTING 2-LANE COLLECTOR ROADWAY FROM SH 174 TO CR 1023 AND DESIGNATING CR 904 WEST OF SH 174 AS A 2-LANE COLLECTOR ROADWAY; MAKING FINDINGS RELATIVE THERETO; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Joshua, Texas ("City"), in its 2016 Comprehensive Plan adopted a Thoroughfare Master Plan; and

WHEREAS, the City has determined that a portion of its Thoroughfare Master Plan should be amended by removing the existing 2-Lane Collector Roadway from SH 174 to CR 1023 and designating CR 904 west of SH 174 as a 2-Lane Collector Roadway; and

WHEREAS, the City Council is of the opinion that the proposed amendment to the Thoroughfare Master Plan is in the best interests of the citizens of the City and will promote the public health, safety and general welfare; and

WHEREAS, the City Council further has determined that the proposed amendment to the Thoroughfare Master Plan will promote the orderly, safe and efficient growth of the City.

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

SECTION 1

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

SECTION 2

From and after the effective date of this Ordinance, the Thoroughfare Master Plan, contained in the 2016 Comprehensive Plan, is hereby amended by removing the existing 2-Lane Collector Roadway from SH 174 to CR 1023 and designating CR 904 west of SH 174 as a 2-Lane Collector Roadway.

SECTION 3

If any word, section, article, phrase, paragraph, sentence, clause, or portion of this ordinance or application thereto to any person or circumstance is held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the

validity of the remaining portion of this ordinance; and the City Council hereby declares it would have passed such remaining portions of this ordinance despite such invalidity which remaining portions shall remain in full force and effect.

SECTION 4

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, THIS THE 15th DAY OF APRIL, 2021.

Joe Hollarn, Mayor

ATTEST:

Alice Holloway, City Secretary

APPROVED AS TO FORM AND CONTENT:

Terrence S. Welch, City Attorney



City Council Agenda April 15, 2021

Agenda Item: G8

Ordinance

(Action Item)

Agenda Description:

Discuss, consider, and possible action on repealing Ordinance no. 149.85, an Ordinance providing for the Design and Construction of Streets, sidewalks, curbs, gutters, and storm sewers in the City of Joshua, Texas: adopting new “City of Joshua Engineering Design Standards and Specifications”.

Background Information:

The current Engineering Design Standards and Specifications (EDSS) were approved by Council in June 1985 (Ord. #149-85). Many of the agency and publication references and design criteria in the document are now outdated, and revisions are needed to bring the design criteria into compliance with the latest subdivision ordinance. A summary of the proposed revisions follows:

STREET DESIGN & CONSTRUCTION	
Current EDSS	Proposed Revision
Outdated material specifications and construction methods.	Updated material specifications and construction methods from North Central Texas Council of Governments (NCTCOG) <i>Public Works Construction Standards</i> (included by reference)
No standard construction detail drawings	Standard Construction Detail Drawings included in <i>Public Works Construction Standards</i>
Traffic Impact Analysis (TIA) requirements not defined in EDSS or Subdivision Ordinance	Defines when a TIA is required and the requirements of a TIA
No geotechnical investigation required	Geotechnical investigation required to define pavement subgrade stabilization requirements, earthwork recommendations, and general soil and groundwater conditions.
Allows asphalt or concrete local (residential) streets	Requires concrete local streets (eliminates the option for asphalt local streets)
	Increases the minimum pavement thickness for local streets from 5" to 6"
	Includes geometric design guidelines that supplement the subdivision ordinance

DRAINAGE DESIGN & CONSTRUCTION		
Current EDSS		Proposed Revision
Requires use of rainfall data from 1963 (Soil Conservation Service Technical Paper-40)		Modernizes drainage analysis and design to be in line with the NCTCOG Integrated Stormwater Management (ISWM) Technical Manual
		Provides specific criteria for how development must demonstrate there is no impact to downstream property from stormwater discharge
		Clarifies and limits where drainage channels can be used in lieu of a pipe or natural drainage system
		Provides City criteria for drainage design requirements
		Implements an Erosion Hazard Zone criteria which is intended to protect property owners from future erosion and limit City liability due to erosion
Outdated material specifications and construction methods.		Updated material specifications and construction methods from North Central Texas Council of Governments (NCTCOG) <i>Public Works Construction Standards</i>
No standard construction detail drawings		Standard Construction Detail Drawings included in <i>Public Works Construction Standards</i>

The document also clarifies water/wastewater system requirements to be adhered to by JCSUD or other water providers.

Financial Information:

N/A

City Contact and Recommendations:

Aaron Maldonado, Development Services Director
Staff recommends approval

Attachments:

1. Ordinance
2. Exhibit A

CITY OF JOSHUA, TEXAS

ORDINANCE NO. 812-2021

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, REPEALING ORDINANCE NO. 149-85, AN ORDINANCE PROVIDING FOR THE DESIGN AND CONSTRUCTION OF STREETS, SIDEWALKS, CURBS, GUTTERS, AND STORM SEWERS IN THE CITY OF JOSHUA, TEXAS; ADOPTING NEW “CITY OF JOSHUA ENGINEERING DESIGN STANDARDS AND SPECIFICATIONS”; MAKING FINDINGS RELATIVE THERETO; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the City adopted its current ordinance, Ordinance No. 149-85, Design and Construction of Streets, Sidewalks, Curbs, Gutters, And Storm Sewers in the City of Joshua, Texas, also known as Engineering Design Standards and Specifications (EDSS) on or about June 18, 1985; and

WHEREAS, it is the desire of the City Council that the EDSS be updated and coordinated with the subdivision ordinance; and

WHEREAS, rather than address each modification to each section of the current EDSS, it is deemed advisable to repeal the existing ordinance and replace it with a new EDSS; and

WHEREAS, the City Council is of the opinion that the proposed adoption of the attached EDSS is in the best interests of the citizens of the City and will promote the public health, safety and general welfare; and

WHEREAS, the City Council further has determined that the EDSS will promote the orderly, safe and efficient growth of the City and the City’s extraterritorial jurisdiction.

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

SECTION 1

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

SECTION 2

From and after the effective date of this Ordinance, existing Ordinance 149-85 of the Code of Ordinances of the City of Joshua is hereby repealed in its entirety and replaced with new "City of Joshua Engineering Design Standards and Specifications," and adopted hereby. Further, a copy of the new Engineering Design Standards and Specifications is attached hereto as Exhibit A and is incorporated into this Ordinance by reference.

SECTION 3

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

SECTION 4

No developer or property owner shall acquire any vested interest in this Ordinance. This Ordinance and the subsequent regulations may be amended or repealed by the City Council of the City of Joshua, Texas, in the manner provided by law.

SECTION 5

It shall be unlawful for any person, firm or corporation to develop property, or any portion thereof, in any manner other than is authorized by this Ordinance, and upon conviction therefore, shall be fined any sum not exceeding \$500.00, and each day that such violation shall continue shall be considered a separate offense. These penal provisions shall not prevent an action on behalf of the City of Joshua to enjoin any violation or threatened violation of the terms of this Ordinance, or an action for mandatory injunction to remove any previous violation hereof.

SECTION 6

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, THIS THE 15th DAY OF APRIL, 2021.

Joe Hollarn, Mayor

ATTEST:

Alice Holloway, City Secretary

APPROVED AS TO FORM AND CONTENT:

Terrence S. Welch, City Attorney

EXHIBIT A

CITY OF JOSHUA ENGINEERING DESIGN STANDARDS AND SPECIFICATIONS



ADOPTED
_____, 2021

ENGINEERING DESIGN STANDARDS AND SPECIFICATIONS

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PART 1. GENERAL

1.1 PURPOSE

The purpose of the Engineering Design Standards and Specifications (EDSS) manual is to provide a set of guidelines for designing water, sewer, streets, drainage facilities, and other public improvements, and for preparing construction plans and specifications for such facilities which are to be owned, operated, and/or maintained by the City of Joshua, Texas.

1.2 APPLICABILITY

The scope of the Engineering Design Standards and Specifications manual includes the various design elements, standards, and instructions required for the design of water lines, wastewater lines, streets and arterials, drainage facilities, and other public improvements. These guidelines shall be used by the City and consulting engineers for both public and private developments in the City of Joshua and its extra-territorial jurisdiction (ETJ). This manual also applies to redevelopment and additions to previously developed and subdivided areas. These guidelines shall also be used for plat approval, the issuance of building and earthwork/grading permits, construction plan approval by the City, site plan approval, and for other construction within public right-of-way and easements.

1.3 AUTHORIZATION

The guidelines provided in the manual shall be effective immediately upon adoption by the City of Joshua. The engineer of record shall bear sole responsibility for meeting the engineering standard of care for all aspects of the design, meeting the City's design and construction requirements, and providing a design that is suitable to the site-specific conditions and intended use of the facilities. The design criteria may be modified by administrative action and subsequent City ordinance at such times as may be appropriate.

1.4 CORRELATION TO SUBDIVISION ORDINANCE

The Engineering Design Standards and Specifications manual and City of Joshua Subdivision Ordinance are complementary, and what is required by one document shall be binding as if required by both. In case of conflict between the EDSS manual and the Subdivision Ordinance, the more stringent criteria shall apply.

1.5 ADOPTION OF NCTCOG SPECIFICATIONS AND STANDARDS

The specifications and standards set forth by the latest edition of the North Central Texas Council of Governments (NCTCOG) *Public Works Construction Standards* shall be used for all projects

within the City except as modified by this manual. In case of conflict between the NCTCOG standards and the criteria described in this manual, the criteria described in this manual shall take precedence.

PART 2. WATER AND SEWER

The City of Joshua does not own or operate any water distribution or wastewater collection systems. The City is served by the Johnson County Special Utility District (JCSUD) and the Bethesda Water Supply Corporation for these utilities. The area served by each provider can be determined by contacting the Texas Commission on Environmental Quality (TCEQ). The design of these systems should be coordinated with the facility owner. The requirements of the facility owner are in addition to the requirements below.

2.1 WATER

2.1.1 Capacity Standards

Water distribution systems should be designed for domestic flow demands in addition to fire flow demands in accordance with PUC/TCEQ regulations. A minimum available fire flow of 1000 gpm shall be provided in all single family areas. A minimum available fire flow of 1500 gpm shall be provided in other areas or where future extensions are expected to serve non-single family properties. The fire chief is authorized to increase or decrease the required available fire flows as authorized by and pursuant to the International Fire Code as adopted at the time of Plat approval. Evidence that the required fire flow will be available shall be presented to the City Engineer before approval of the Preliminary Plat. Where development is proposed in areas of existing service, the available fire flow capacity shall be determined by the provider and provided to the City Engineer and Fire Marshal.

2.1.2 Fire Hydrants

Fire hydrants shall be installed at each street intersection and at a minimum of five hundred foot spacing along the street in single family areas and three hundred foot spacing in other areas. This requirement applies to extensions of water lines that are 6 inches and larger along existing roads without hydrants.

For single family occupancy, no buildable portion of the lot shall be more than 600 foot hose lay from a hydrant. In other areas, no point of the perimeter of any structure shall be more than 400 foot hose lay from a hydrant. This distance is measured along a fire lane or public roadway if the distance is more than 150 feet. The Fire Marshal may waive or modify these requirements.

Fire hydrants shall be installed no more than 9 feet and no less than 2 feet from the edge of pavement. Hydrants should not be located in sidewalks or within ditches and shall have 3 feet clear on all sides.

2.1.3 Backflow Prevention

All fire lines are required to have a double gate detector check valve backflow preventer assembly. The maximum length of line from the main to the backflow preventer is 100 feet.

Irrigation systems are required to have a double check valve backflow preventer assembly installed at the meter or tap location.

Backflow prevention assemblies may be required for other installations based on occupancy of the affected facility or as required by code.

2.2 **SEWER**

2.2.1 Capacity Standards

The sewer service provider is solely responsible to verify adequate capacity is available in their system for any proposed flows. The provider's acceptance of the plans is required to indicate capacity is available.

2.3 **POLICY ON WELL AND SEPTIC**

In all cases, connection to a public water distribution system is required to provide adequate water service to a property. The property owner and/or service provider are responsible for the extension of service to any location to be considered for development.

Connection must be made to a public wastewater collection system except where proposed lots are a half acre or more in area and approved by the City Engineer. If, under unusual circumstances, a lot is not served by a public water supply then it must be an acre or more in area. On-site sewage facilities must be permitted by the City of Joshua. A plan showing the type of facility and location within the lots must be submitted to the City for review. Rules for permitting, design, and construction of OSSF shall be in accordance with Title 30 TAC, Chapter 285, Subchapters A& D.

PART 3. STREETS

3.1 TRAFFIC IMPACT ANALYSIS (TIA) STANDARDS

The Traffic Impact Analysis Standards supplement the requirements established in the City of Joshua Subdivision Ordinance. These standards outline staff's expectations and facilitate a coordination of the scope, analysis contents, parameters and assumptions of a TIA.

3.1.1 Purpose

The purpose of a TIA is to assess the effects of specific development activity on the existing and planned roadway system.

3.1.2 When a TIA is Required

- A. A TIA is required with every application for a proposed development that generates traffic in excess of one thousand (1,000) average daily trips based on data published in the latest edition of the Institute of Transportation Engineers (ITE) *Trip Generation Manual*; or,
- B. When the City Engineer determines that the characteristics of the proposed subdivision necessitate analysis.
- C. An updated TIA is required with submittal of a final plat if, in the opinion of the City Engineer, the final plat changes significantly (i.e., adds lots, modifies or adds street connections, etc.) from an approved Preliminary Plat.
- D. All or a portion of the requirement for the TIA may be waived by the City Engineer depending upon the size and potential impact of the proposed subdivision and the traffic to be generated. Waivers will be considered on a case-by-case basis upon submittal of a waiver request and corresponding City Engineer review. Technical justification must be provided by the applicant when requesting the waiver.

3.1.3 TIA Requirements

- A. All elements of the TIA must be prepared under direct supervision of and signed, stamped and dated by a Professional Engineer licensed to practice in the State of Texas with specific expertise in transportation and traffic engineering, preferably certified as a Professional Traffic Operations Engineer.
- B. The analysis is required to contain at a minimum, the following:
 - 1. Traffic Analysis Map
 - a. Land Use, Site and Study Area Boundaries, as defined

- b. Existing and Proposed Site Uses
 - c. Proposed Land Uses on both sides of boundary streets for all parcels within the study area for TIAs where land use is the basis for estimating projected and existing traffic volumes
 - d. Existing and Proposed Roadways and Intersections of boundary streets within the study area of the subject property, including geometrics, traffic signal control, and volumes
 - e. All major driveways and intersecting streets adjacent to the property will be illustrated in sufficient detail to serve the purposes of illustrating traffic function. This may include showing lane widths, traffic islands, medians, sidewalks, curbs, traffic control devices (traffic signs, signals, and pavement markings), and a general description of the existing pavement condition.
 - f. Photographs of adjacent streets of the development and an aerial photograph showing the study area
2. Trip Generation and Design Hour Volumes
- a. A trip generation summary table listing each type of land use, the building size assumed, average trip generation rates used (total daily traffic and a.m./p.m. peaks), and total trips generated shall be provided. Trip generation information is to be based on data published in *Trip Generation*, latest edition, by the Institute of Transportation Engineers (ITE).
 - b. Vehicular trip generation may be discounted in recognition of other reasonable and applicable modes, e.g., transit, pedestrian or bicycles. Trip generation estimates may also be discounted through the recognition of pass by trips and internal site trip satisfaction. All such estimates shall be subject to the approval of the City.
- C. Proposed trip generation calculations for single-story commercial properties shall be based on a floor-to-area (building size to parcel size) ratio of 0.25 or more.
- 1. Trip Distribution (provide figure by Site Exit/Entrance). The estimates for percentage distribution of trips by turning movements to/from the proposed development.
 - 2. Trip Assignment (provide figure by site entrance and boundary street). The direction of approach of site-attracted traffic via the area's street system.
 - 3. Existing and Projected Traffic Volumes (provide figure for each item). Existing traffic volumes are the numbers of vehicles on the streets of interest during the time periods listed below, immediately prior to the beginning of construction of the land development project.

Projected traffic volumes are the number of vehicles, excluding the site-generated traffic, on the streets of interest during the time periods listed below, in the build-out year.

- a. A.M. peak hour site traffic (including turning movements) if significant impact
 - b. P.M. peak hour site traffic (including turning movements)
 - c. Weekend peak hour site traffic (including turning movements)
 - d. A.M. peak hour total traffic including site-generated traffic and projected traffic (including turning movements)
 - e. P.M. peak hour total traffic including site-generated traffic and projected traffic (including turning movements)
 - f. Weekend peak hour total traffic including site-generated traffic and projected traffic (including turning movements)
 - g. For special situations where peak traffic typically occurs at non- traditional times, e.g., major sporting venues, entertainment venues, large specialty Christmas stores, etc., any other peak hour necessary for complete analysis (including turning movements)
 - h. Total daily existing traffic for street system in study area
 - i. Total daily existing traffic for street system in study area and new site traffic
 - j. Total daily existing traffic for street system in study area plus new site traffic and projected traffic from build-out of study area land uses
4. Capacity Analysis (provide Analysis Sheets in Appendices)
- a. A capacity analysis shall be conducted for all public streets, intersections and junctions of major driveways with public streets, which are significantly impacted (as designated by the City), by the proposed development within the previously defined study boundary.
 - b. Capacity analysis will follow the principles established in the latest edition of the Transportation Research Board's *Highway Capacity Manual (HCM)*, unless otherwise directed by the City. Capacity will be reported in quantitative terms as expressed in the *HCM* and in terms of traffic level of service.
 - c. Capacity analysis will include traffic queuing estimates for all critical applications where the length of queues is a design parameter, e.g., auxiliary turn lanes and at traffic gates.

5. Level of Service Determination

- a. A table indicating the level of service for near-term and long-term traffic projections for all streets within the study area shall be included.
- b. Level of service “C” is the design objective for all movements. Under no circumstances shall the level of service be less than “D” unless deemed acceptable for site and non-site traffic by the City Engineer.

6. Conclusions and Recommendations

- a. The TIA must include a summary of the findings regarding impacts of the proposed development on the existing and proposed street system.
- b. If the analysis indicates unsatisfactory levels of service or safety problems, a detailed description of proposed improvements to remedy deficiencies and a sketch of each improvement showing pertinent geometric features shall be included. Assumptions regarding future capacity recommendations shall be approved by the City Engineer.
- c. For phased construction projects, implementation of traffic improvements must be accomplished prior to the completion of the project phase for which the capacity analyses show that they are required. Plats for project phases subsequent to a phase for which a traffic improvement is required may be approved only if the traffic improvements are completed or bonded.

7. Other Items

- a. The City Engineer may require other items be included in the TIA in addition to those listed above.

3.2 **FUNCTIONAL CLASSIFICATION AND STREET DIMENSIONS**

This section further defines the functional classifications, street types, and design dimensions defined in the City of Joshua Comprehensive Land Use Plan, the Master Thoroughfare Plan and Subdivision Ordinance.

3.2.1 Street Classification

Street classifications and standard dimensions for each street section designation are listed in the following table.

Table 3.1 Street Classifications and Standard Dimensions

Functional Classification	Dimensional Classification	Section Designation	Lane Width (ft) ¹	Pavement Width (ft) ²	Shoulder Width (ft) ³	Median Width (ft) ¹	Parkway Width (ft) ²	Normal ROW (ft)
Principal Arterial	7-Lane Undivided	P7U	6-12	87	n/a	14 ⁴	16.5	120
	4-Lane Divided	P4D	4-12	50	n/a	15	18	100
	4-Lane Undivided	P4U	4-12	49	n/a	n/a	15.5	80
Minor Arterial	4-Lane Undivided	M4U	4-11	45	n/a	n/a	17.5	80
Collector	4-Lane Undivided	C4U	4-11	45	n/a	n/a	12.5	70
	2- Lane	C2U	2-18	37	n/a	n/a	11.5	60
	Rural	C2U-R	2-11	28	3	n/a	16	60
Local	Urban	L2U	2-15	31	n/a	n/a	9.5	50
	Rural	L2U-R	2-11	28	3	n/a	11	50

¹ Measured from face of curb

² Measured from back of curb or edge of shoulder

³ Measured from edge of pavement

⁴ Two Way Left-turn Lane

3.3 ACCESS CONTROL

The following standards shall be used in the location of street intersections, median openings, and driveway approaches which affect access to streets from adjoining properties. Section 3.4.2 Street Design Elements provides the geometric design requirements for streets, medians, and driveway approaches.

3.3.1 Intersections and Median Openings

A. Intersection Requirements

1. All street intersections along one side of an existing cross-street must, wherever practical, align with existing intersections on the opposite side of the cross street.
2. There shall be a minimum of 2,000 feet between intersections of arterial streets and/or collector streets.
3. Block lengths shall be in accordance with the Subdivision Ordinance.

B. Median Opening Requirements

1. Spacing is measured between the centerlines of the median openings.
2. Spacing between median openings should be no more than 1,200 feet.
3. Mid-block median openings and median openings serving non-arterial streets and driveway approaches along a divided thoroughfare should occur no closer than 300 feet.
4. Median openings shall not occur in left turn storage lanes or left turn transition curb areas.
5. Median openings shall be located wherever feasible to serve both sides of the street.
6. Median opening noses are typically 12-15 feet beyond the projection of the curb or driveway edge.
7. Median openings may require the construction of left turn lanes. Typical storage length is 150 feet with 150 feet transition. Storage lengths may be altered based on projected traffic volumes.
8. Existing median openings may be relocated if:
 - a. The existing opening does not provide service to a public or private street.
 - b. The proposed median opening meets the spacing requirements stated herein.
 - c. The existing opening is no longer in use and the owners of the properties being served by the existing opening sign a document requesting or approving the change, and the document is approved by the City Engineer.
 - d. If approved, all costs associated with the median opening shall be paid by the Owner/ Developer.

3.3.2 Drive Approaches

- A. Streets shall be designed to conform to existing or proposed driveway openings.
- B. Where a residential subdivision will abut or contain an existing or proposed arterial street, driveway access to the thoroughfare is prohibited.
- C. To the greatest extent possible, no more than 20 percent of the total centerline length of a residential collector street may have residential lots fronting onto the collector on each side of the street without construction of a wider alternative section.
- D. Driveway approaches including turnout curb transitions shall be located entirely within the frontage of the property served by the approach.

3.4 GEOMETRIC DESIGN

3.4.1 Design Criteria

All engineering designs shall be based on national standards and best practices. The American Association of State Highway and Transportation Officials (AASHTO) published *A Policy on Geometric Design of Highways and Streets*, referred to as the AASHTO Green Book. This manual is updated periodically and contains design considerations and criteria applicable to roadway design. The AASHTO Green Book shall be used for guidance for designing geometrics, including intersection design, and other street features. The National Association of City Transportation Officials (NACTO) *Urban Street Design Guide* shall be considered where AASHTO does not fully address city street issues. Roadway designs should comply with the following standards.

A. Intersections Standards

1. An intersection shall not have more than four street approaches.
2. No offset is permitted at intersections of two thoroughfares.
3. When conditions require the centerlines of local streets to be offset, a minimum of 125 feet offset distance is required for local street intersections and 200 feet offset distance for thoroughfare street intersections. Centerline offsets less than the minimum must be approved by the City Engineer. Offsets greater than the minimum may be required by the City Engineer when necessary for traffic safety.
4. No street intersecting an arterial street should vary from a 90-degree angle of intersection by more than 5 degrees. Streets intersecting collector streets should not vary from a 90-degree angle of intersection by more than 10 degrees. All other street intersections should not vary from a 90 degree angle of intersection by more than 15 degrees.

B. Design Speed

1. All streets shall be designed to accommodate the design speeds in the following table.

Table 3.2: Street Type Design Speed

Functional Classification	Section Designation	Design Speed (MPH)
Principal Arterial	P7U	50
	P4D	45
	P4U	45
Minor Arterial	M4U	45
Collector	C4U	40
	C2U	35
	C2U-R	35
Local	L2U	30
	L2U-R	30

C. Horizontal and Vertical Control

1. Horizontal Control - All plans submitted to the City shall be prepared using the NAD83 State Plane Grid Coordinate System.
2. Vertical Control - Vertical control shall be tied to NGVD 29.

D. Minimum Radius

1. The required radius for curb returns at intersections shall be as follows:

<u>Street Types</u>	<u>Min Radius</u>
Arterial / Arterial	30 feet
Arterial / Collector	30 feet
Arterial / Local	30 feet
Collector / Collector	30 feet
Collector / Local	30 feet
Local / Local	20 feet

2. The minimum radius from the face of curb on a cul-de-sac shall be 40 ft.

E. Sight Distance

At controlled or uncontrolled intersections of any public street, sight triangles (visibility triangles) are required. The sight triangle shall be the triangle made by extending 25 feet along each property line from the property corner at an intersection. Within this triangle there shall be no tree, shrub, plant, sign, soil, fence, retainer wall or other view obstruction having a height greater than 2 feet. This height shall be measured above a line drawn between the top of curb or edge of pavement of both streets at the point where the referenced line intersects the top of curb or edge of pavement.

An intersection sight distance analysis in accordance with the AASHTO Green Book (the chapter titled *Intersections*) should be undertaken to confirm that sufficient stopping distance is available.

Additional sight distance may be required based on topography, roadway curvature, vegetation or other sight hindrance. The AASHTO Green Book describes the process the designer should follow to determine whether a vehicle entering or crossing an intersection from a minor road can see, and be seen by, a vehicle on the major road when there is an obstruction, such as a change in the vertical profile of the road, in time to avoid a collision (section titled *Identification of Sight Obstructions within Sight Triangles*).

Deviations from the minimum intersection sight distance requirements may be allowed provided that the owner has demonstrated that the area proposed will provide adequate sight distance based on AASHTO standards. All deviations must be approved by the City Engineer.

3.4.2 Street Design Elements

A. Horizontal Alignment

1. The curvilinear requirements in the Subdivision Ordinance must be accommodated.
2. The following minimum centerline radii shall be used in the design of all street construction.

<u>Street Type</u>	<u>Min Centerline Radius</u>
Arterial	1040 feet
4-lane Collector	765 feet
2-lane Collector	510 feet
Local	335 feet
Cul-de-sacs	50 feet radius to right-of-way line

3. Reverse curves shall be separated by a tangent section in accordance with the following table:

<u>Street Type</u>	<u>Min Tangent Length</u>
Arterial	100 feet
4-lane Collector	100 feet
2-lane Collector	50 feet
Local	As approved by City Engineer

4. Major collector or arterial roadways intersecting other major collector/arterial roadways shall have the following minimum horizontal centerline approach tangent section length as measured from the nearest right-of-way line of the intersecting street, unless such requirement is waived by the City Engineer.

<u>Street Type</u>	<u>Intersecting with</u>	<u>Min Approach Tangent</u>
Arterial	Arterial	200 feet
4-lane Collector	Arterial	150 feet
4-lane Collector	4-lane Collector	100 feet

B. Vertical Alignment

1. All streets shall be designed and constructed to a minimum grade of 0.5%; unless the required geotechnical report indicates the soil has a PI greater than or equal to 40, a minimum grade of 1% shall be required. All streets shall have a maximum grade as follows:

<u>Street Type</u>	<u>Maximum Grade</u>
Arterial	6.0%
Collector	8.0%
Local	10.0%

2. In order to maintain adequate sight distance, all streets shall be designed and constructed to comply with the following minimum vertical curve length for each algebraic percent difference in grade K, where $K = \text{curve length (L)} / \text{algebraic difference in grade (A)}$. Grade changes where the algebraic percent difference is one percent or less are not required to use vertical curves for design speeds less than or equal to 45 mph.

<u>Street Type</u>	<u>Design Speed</u>	<u>Crest Curves (K)</u>	<u>Sag Curves (K)</u>
Arterial	45	65	80
4-lane Collector	40	45	65
2-lane Collector	35	30	50
Local	30	20	40

3. The following maximum intersection grades involving arterial and collector roadways shall be used at controlled intersections.

<u>Design Street Type</u>	<u>Intersecting with</u>	<u>Design Street Maximum Grade</u>	<u>Distance</u>
Arterial	Arterial	2%	300 feet
Arterial	4-lane Collector	3%	300 feet
4-lane Collector	Arterial	3%	200 feet
4-lane Collector	4-lane Collector	3%	200 feet
2-lane Collector/Local	Arterial/Collector	4%	150 feet

4. No valleys across arterials or collectors will be allowed. To accomplish a smooth transition, cross-fall toward the median of one lane of each thoroughfare may be required. The use of storm drainage inlets in the median shall be avoided if possible.

C. Street Cross Section

For curbed streets, the right-of-way shall be graded to drain to the street at a typical slope of 1/4 inch per foot. Street back slopes and embankment slopes shall not be steeper than 3:1. Streets shall typically be rooftop crowned with 2 percent cross slope unless otherwise approved by the City Engineer.

D. Sidewalks

1. All sidewalks shall conform to state regulations for barrier free construction.
2. Sidewalks shall be at least 4 feet wide in residential subdivisions and at least 5 feet wide in non-residential subdivisions and along arterials and collectors.
3. Sidewalks shall not be located within ditches.
4. One foot of width shall be added to all sidewalks abutting retaining walls.

E. Medians

1. The standard median width is 16 feet with a 6-foot-wide median in left turn lanes as measured from face of curb to face of curb.
2. All median areas which are less than 8 feet wide shall be paved with 4-inch-thick non-reinforced concrete median pavement. Alternate paving materials and designs may be used upon approval of the City Engineer.
3. Fall or rise in curb elevations across medians shall not exceed 1/2 inch per foot at any paving station. Differentials in curb elevations on narrow median strips will vary from 0 to 3 inches.

F. Driveway and Curb Openings

Design of driveways shall comply with applicable requirements of the City of Joshua Subdivision Ordinance and this manual.

1. Driveways should intersect streets at or near 90 degrees.
2. The driveway edge should be located equal to or greater than 5 feet from each side of the property line.
3. No portion of any driveway should be located within 3 feet of any fire hydrant, electrical pole, or any other surface public utility.
4. Driveways shall be designed with a sidewalk crossing meeting accessibility requirements.

5. The minimum driveway grade within the street right-of-way is set using 1/4 inch per foot (2 percent) rise above the top of curb to the property line. The elevation of a driveway at the right-of-way line shall be no lower than the top of curb to ensure proper street drainage is maintained.
6. The grade break at the gutter line, and at any point within 10 feet of the gutter line, must not exceed 12 percent in order to avoid car bumper drag from occurring. Streets with a 1/4 inch per foot crossfall to the gutter (-2 percent) will limit the maximum approach grade to 10 percent.
7. Driveway connections to rural road sections across bar ditches shall be installed in accordance with the following: The culvert shall be sized by the owner's engineer. The minimum culvert size is 15 inches and shall be reinforced concrete. For thoroughfares, the maximum slope from the edge of driveway to the top of culvert pipe shall be 6:1 and the end of the pipe shall have sloped end treatment. Positive grading shall be provided upstream and downstream so that drainage can flow through the culvert without ponding. Rural driveways shall have a minimum width along the pavement edge of 18 feet to facilitate turning movements.
8. Throat width at right-of-way shall be as follows:

Residential – 12-25 feet
Commercial – 25-35 feet
Industrial – 25-35 feet
9. Minimum curb radius shall be as follows:

Residential – 5 feet
Commercial – 10 feet
Industrial – 15 feet
10. Minimum centerline spacing of driveways shall be as follows:

<u>Type Street</u>	<u>Residential</u>	<u>Commercial</u>	<u>Industrial</u>
Arterial	n/a	100 feet	100 feet
4-lane Collector	100 feet	100 feet	100 feet
2-lane Collector	15 feet	45 feet	55 feet
Local	15 feet	45 feet	55 feet
11. Minimum distance from driveway to intersection shall be as follows (measured from the nearest driveway edge to the projected curb line of the intersecting street):

<u>Type Street</u>	<u>All Driveways</u>
Arterial / Arterial or 4-lane Collector	55 feet
Arterial / 2-lane Collector	40 feet
Collector / Local	40 feet
Local / Local	30 feet

3.4.3 Accessibility Requirements

All plans and specifications for the construction or alteration of public buildings and facilities, privately owned buildings and facilities and pedestrian facilities must be in compliance with the Texas Accessibility Standards (TAS) and must conform to the standards required by regulations issued by the Texas Department of Licensing and Regulation (TDLR), under the Architectural Barriers Act, codified as Article 9102, Texas Civil Statutes.

3.5 PAVEMENT STRUCTURE DESIGN

3.5.1 Pavement Design

All new roadways within the City of Joshua shall be constructed of reinforced Portland cement concrete or hot mix asphalt concrete pavements. The use of RAP (Reclaimed Asphalt Pavement) and RAS (Recycled Asphalt Shingles) is not allowed. Work and materials shall be in accordance with the North Central Texas Council of Governments *Public Works Construction Standards*, current edition. The following is minimum required pavement thickness for pavement and subgrade requirements for certain soil conditions for various street and thoroughfare types. Alternative pavement designs, if used, shall be performed in accordance with the Texas Department of Transportation (TXDOT) *Pavement Manual*, current edition.

3.5.2 Temporary Turnaround Pavement

Temporary turnarounds shall be constructed with a minimum section of 2" asphalt on 8" flex base. The subgrade shall be treated with lime or cement, as appropriate, to a minimum depth of 6".

Table 3.3 Minimum Pavement and Subgrade Thickness

Facility Type	Section Designation	Concrete Pavement			Asphalt Pavement			
		Concrete Thickness ¹	Subgrade Thickness		Asphalt Thickness ⁴	Subgrade Thickness		
			if P.I. ≤ 15, Cement Treat ²	if P.I. > 15, Lime Treat ³		Flex Base ⁵	if P.I. ≤ 15, Cement Treat ²	if P.I. > 15, Lime Treat ³
Principal Arterial	P7U	9"	10"	10"	3.5"	14"	10"	10"
	P4D & P4U	8"	10"	10"	3.5"	12"	10"	10"
Minor Arterial	M4U	8"	10"	10"	3.5"	12"	10"	10"
Collector	C4U	7"	8"	8"	3"	10"	8"	8"
	C2U & C2U-R	6"	6"	6"	2"	8"	8"	8"
Local	All Sections	6"	6"	6"	n/a	n/a	n/a	n/a
Driveways	All sections	6"	6"	6"	n/a	n/a	n/a	n/a

¹NCTCOG Class C with 3,600 psi 28 day compressive strength.

²Minimum 3% by dry unit weight of Portland cement.

³Minimum 6% by dry unit weight of hydrated lime.

⁴NCTCOG Type D asphaltic concrete fine surface course.

⁵Crushed limestone compacted to 95% standard proctor density at optimum moisture.

3.5.3 Geotechnical Investigation

A. A geotechnical investigation must be performed for all new developments containing public streets. The investigation must be based on samples obtained from drilling or from excavations on the site. The geotechnical investigation must be performed by a qualified geotechnical firm. A report with findings and recommendations must be prepared and shall bear the seal of a Professional Engineer licensed in the State of Texas. As a minimum, the study must address the following:

1. General soil and groundwater conditions
2. Earthwork recommendations
3. Recommendations for pavement subgrade treatment type, depth, and concentration
4. Guidelines for concrete and / or HMA pavement construction

B. Samples must be tested in a laboratory. Tests must include as a minimum:

1. Moisture content and soil identification
2. Liquid and plastic limit determination
3. Unit weight determination
4. Eades and Grim lime series tests
5. Soluble sulfate tests

3.5.4 Pavement Widening

Pavement widening projects may require a special pavement analysis and alternate pavement subgrade design. If the subgrade soil P.I. exceeds 20, a special pavement analysis shall be performed by the designer and, if warranted, the designer shall perform a special pavement subgrade design. When existing pavement sections are widened or when old pavement is removed and replaced with a widened section, differential upward pavement deflections can occur over short distances in a transverse direction (across the width) due to non-uniformity of subgrade moisture conditions.

A. Sample borings shall be drilled along the proposed alignment to determine the differential in potential vertical rise (PVR) value between the existing paved and unpaved areas:

1. Sample borings shall be drilled on 1,000 foot spacing along the existing pavement and 500 foot spacing along the proposed (unpaved) area.
2. Moisture content tests, hand penetrometer tests and swell tests shall be performed to determine the differential soil PVR along the proposed alignment.

B. If the differential PVR exceeds 2 inches, the designer shall propose an alternate pavement subgrade design that shall reduce the differential PVR to less than two 2 inches.

3.5.5 Pavers and Other Materials

Special paving treatments can be selected from a range of options including unit concrete pavers, bricks, textured and colored concrete, natural stone pavers, and concrete with exposed or special aggregate or other finish treatments. Design detailing must address the needs of ADA and TAS compliance in areas of crosswalks or walkways. In all locations within public rights-of-way, the materials must perform for the serviceable life of the street without significant degradation or requiring ongoing maintenance by the City.

3.6 **PERMANENT PAVEMENT MARKINGS AND SIGNAGE**

Permanent pavement markings and signage shall be installed in accordance with the *Texas Manual on Uniform Traffic Control Devices* (TMUTCD), current edition, and the direction of the City Engineer.

3.7 **LANDSCAPING SYSTEMS**

The following standards shall be used for landscaping public rights-of-way. These requirements do not replace those required by Zoning or other ordinances.

3.7.1 Requirements

- A. All unpaved public medians and parkways shall be landscaped with a minimum of 4 inches of topsoil, sodded or seeded and irrigated with a properly designed and installed system.
- B. Minimum landscape requirements will be established by the City.
- C. Trees or upright plantings must not be planted within 30 feet of intersections or utility poles. The City may require greater setback for safety based on line-of-sight issues.
- D. An 8-inch wide concrete mow strip shall be installed between all planting beds and grassed areas.
- E. No plantings or irrigation facilities shall be permitted within median areas 5 feet or less in width or in median noses.
- F. Seeded or sodded areas of medians shall be bermed a minimum of 6 inches.
- G. Only trees with a mature height less than 30 feet may be planted closer than 20 feet either side of an overhead line. No trees shall be directly under utility lines.
- H. Trees to be planted within the medians of divided roadways that are ultimately planned for widening by constructing additional lanes in the median shall not be planted within the path of future lanes. Trees shall not be planted within 5 feet of existing or proposed curbs. Future lane widening shall be shown on the landscape plans.
- I. Trees shall not be planted within 5 feet of existing or proposed water lines or within easements.
- J. Irrigation systems in public rights-of-way shall be designed by an individual with a valid irrigation license granted by the State of Texas.

3.7.2 Metering

All water usage shall be metered and paid for by the developer until landscaping is accepted by the City. Developers shall pay all fees required by the water provider, including impact fees/system development fees for any water meter to be installed.

3.8 STREET LIGHTING REQUIREMENTS

Streetlights shall be designed and installed in accordance with the following criteria:

3.8.1 Street Lighting Type

- A. All lights will be 100 watt high pressure sodium mounted on a galvanized steel pole using underground wiring at a minimum 25 foot height above the roadway surface for local streets and 30 foot for collectors and arterials.
- B. Street lighting shall be designed for thoroughfares to meet the lighting criteria in the latest version of the Illuminating Engineering Society (IES) Roadway Lighting Report 8 and the latest version of the National Electric Code (NEC).
- C. Decorative lights may be approved on a case by case basis.

3.8.2 Placement and Spacing

- A. Lights will be placed at all street intersections except at thoroughfares where median lighting is existing.
- B. Lights will be spaced a maximum of 600 feet along local and collector streets. Lights will be spaced a maximum of 200 feet along arterial streets.
- C. Additional lights may be required for intersections, in cul-de-sacs, and where curves or grades require additional lighting.
- D. All cul-de-sacs longer than 200 feet from centerline of street to center point of cul-de-sac shall have a light at the street intersection and at the end of the cul-de-sac.
- E. Lights shall be placed so as to gain the maximum use of existing and proposed physical characteristics.
- F. Electric service to the streetlight shall be underground.
- G. Streetlights shall not be constructed in conflict with the sidewalk.

PART 4. DRAINAGE

4.1 ADOPTION OF *iSWM TECHNICAL MANUAL*

The City of Joshua hereby adopts the methodologies and standards included in the NCTCOG *iSWM Technical Manual* for all drainage analysis and design within the boundary of the City and within its extraterritorial jurisdiction (ETJ). Clarifications and modifications to the *iSWM Technical Manual* shall be applied as indicated in the following sections.

4.2 ANALYSIS CRITERIA

The following section describes specific requirements for drainage analysis to supplement the techniques and methods described in the Hydrology and Hydraulics sections of the *iSWM Technical Manual*.

4.2.1 Peak Runoff

The Rational Method ($Q=CIA$) shall be used for calculating peak runoff from watersheds of 200 acres or less. For watersheds of more than 200 acres, methods generating runoff hydrographs shall be used.

A. Runoff Coefficients

The runoff coefficient shall be determined for each drainage area based on a weighted average of the land uses listed below.

Table 4.1: Runoff Coefficient Values

Land Use	C value
Single Family Residential ($\geq 3/4$ acre lots)	0.45
Single Family Residential (1/2 acre lots)	0.55
Single Family Residential (1/8 acre lots)	0.65
Multi-Family Residential	0.75
Commercial	0.85
Industrial	0.85
Parks and Undeveloped Areas	0.30

Runoff coefficients other than those listed above may be used if justified by the development site plan and approved by the City Engineer. Composite runoff coefficients will be determined by direct proportion when more than one land use exists within a drainage area. C_f factors shall not be applied to the runoff coefficients.

B. Intensity

Rainfall intensity shall be determined using the rainfall data for Johnson County from the Hydrology section of the *iSWM Technical Manual*.

C. Time of Concentration

The time of concentration may be calculated using methods other than those described in the *iSWM Technical Manual* with the approval of the City Engineer. The minimum time of concentration shall be 15 minutes for residential and undeveloped areas and 10 minutes for commercial and industrial areas.

4.2.2 Downstream Assessment

A downstream discharge assessment shall be performed to confirm that the proposed development does not result in increased flooding or increased erosion potential in areas downstream of the development when compared to the existing condition.

The assessment shall extend from the outfall of the proposed development to a point downstream where the discharge from the proposed development no longer has a significant impact on the downstream system. For sites draining a watershed less than or equal to 100 acres at a proposed outfall, the downstream assessment may use the 10 percent rule of thumb as described in the *iSWM Technical Manual* or a detailed study in order to determine the zone of influence. For all other watersheds, the zone of influence will be defined by a detailed hydrologic and hydraulic analysis.

For site outfalls with less than or equal to 25 acres of proposed development with proposed detention, a downstream assessment is not required. The detention design must only demonstrate the increase in discharge due to the proposed development is mitigated to existing conditions at the outfall.

The downstream assessment must demonstrate that the following conditions are met with the proposed development:

- A. No new or increased flooding (0.00 feet) of existing structures
- B. No increase greater than 0.1 feet in 1-, 5-, 25- and 100-year creek flood elevations over existing roadways
- C. No increase greater than 0.1 feet in 1-, 5-, 25- and 100-year creek flood elevations, unless contained in existing channel, roadway, drainage easement, and/or right-of-way

- D. No increase greater than 5 percent in 1-, 5-, 25- and 100-year velocities in existing creeks and channels unless it can be demonstrated that this condition does not cause an adverse effect and is accepted by the City Engineer
- E. No increase in downstream discharges caused by the proposed development that, in combination with existing discharges would result in the design capacity of the downstream storm drainage system or existing ROW to become exceeded for any of the design events.

The developer shall provide all supporting calculations to confirm that the above criteria have been satisfied for the limits of the study. If the existing drainage systems do not have capacity to convey the increased runoff from the development, additional stormwater infrastructure will be necessary to discharge runoff without causing new or increased flooding or erosion potential downstream of the proposed development.

F. Acceptable Outfall Conditions

No development may outfall concentrated discharge on adjacent property unless discharged into a public or private drainage system or existing defined swale, channel, or creek. Where drainage features are available to receive concentrated runoff, the design storm shall be collected on-site and conveyed to the feature. When offsite grading is required or the development discharges concentrated flow on an adjacent property without a receiving feature as described above, a notarized letter of permission from the affected property owner(s) shall be required. This letter shall be filed in the County records.

4.3 **DESIGN CRITERIA**

The following section describes specific criteria for storm drain, detention ponds, channels, culverts, and bridges.

4.3.1 Design Storm Frequencies

Capacity requirements for the storm drainage facilities in the City of Joshua are as follows:

Table 4.2: Design Frequencies

Facility Type	Design Frequency (Years)
Street Right of Way in Combination with Storm Drain	100
Sump Inlets	100
On-Grade Inlets and Street Section with Curb and Gutter	5
Permanent Bar Ditch and Associated Culverts	5
Detention Ponds	1, 5, 25, 100
Channels and Creeks	100
Culverts and Bridges	100

At least one lane shall remain dry during the 5-year storm for all collector streets, and at least one lane in each direction shall remain dry during the 5-year storm for all arterial streets. For all other streets with curb and gutter, the flow in the street during a 5-year storm shall not exceed curb height. On all streets, the runoff from the 100-year storm shall be contained within the street right-of-way and shall not exceed 0.2 feet above the lowest top of curb.

For streets with bar ditches, the 100-year storm shall be contained within the right-of-way and the flow shall not exceed the street crown elevation. Culverts under driveways shall be designed to carry the 5-year storm at a minimum, but larger ditches and culvert may be required to convey the 100-year storm within the right-of-way.

4.3.2 Offsite Areas

In all cases, drainage facilities should be designed for fully developed upstream conditions. Where future runoff must be calculated for undeveloped lands with no planned development, the City of Joshua Future Land Use Plan identified in the City of Joshua Comprehensive Plan shall be used.

4.3.3 Storm Drain Requirements

The following section describes specific requirements for the design of storm drain systems.

A. HGL Requirements

The hydraulic grade line (HGL) for the pipe discharge resulting from the 100-year event pipe and the associated calculation worksheets shall be shown on the plans and shall be demonstrated to be below the road gutter elevation. For systems located outside of pavement, the HGL shall be at least 1.5 foot below ground level. The HGL shall start at the inside top of pipe or at the HGL of a connecting feature, whichever is higher. For systems that begin at an

outfall the engineer should determine the appropriate starting HGL based on an investigation of downstream hydraulic features.

B. Pipe

Underground systems shall be constructed with a minimum Class III reinforced concrete pipe. A higher class of pipe may be required with shallow or deep construction. Alternative pipe materials (e.g. HDPE, PP, PVC etc.) shall not be allowed under street pavement but may be allowed in other installation conditions with approval of the City Engineer.

A minimum size of 18 inches shall be used for all storm drain. A typical minimum depth of 3 feet of cover from the gutter to top of pipe shall be used to allow utility services to cross above the pipe.

All pipe bends and fittings shall be prefabricated. All connections to existing systems shall be made with a collar or prefabricated fitting. Radius pipe is allowed and shall be placed in accordance with the manufacturer's standards and requirements. Pulled joints may not be used to achieve the pipe curvature.

C. Manholes

For storm drain lines of 48 inch diameter and smaller, manhole access shall be provided every 600 feet to provide access into the closed system. For larger storm drain lines, required spacing for manhole access shall be determined by the City Engineer but generally should not exceed 1,000 feet. Additional manholes should be provided at the junctions of trunk mains.

D. Inlets

Curb inlets shall be a minimum of 10 feet in length. Recessed curb inlets are required on all curbed streets with more than two travel lanes. Grate inlets are not allowed on public systems. Drop/Y inlets may be utilized in rear yards to intercept multiple lot to lot drainage or intercept offsite drainage.

E. Intake and Outfall Structures

Headwalls or sloped end treatment shall be constructed at all storm drain intakes and outlets. Storm drain systems that outfall to a creek shall be extended to the flowline of the creek or shall have an engineered drop structure. All outfalls should be evaluated for erosion protection as described in the *iSWM Technical Manual*. Headwalls in areas accessible to pedestrians and/or vehicles should include an appropriate guardrail.

F. Easements

Storm drain easements shall be a minimum of 15 feet in width with at least 5 feet of distance between the outside of the pipe and the easement line.

4.3.4 Detention Pond Requirements

The following section describes specific requirements for detention ponds in the City of Joshua. These requirements apply to the design of both private and public facilities.

A. Design Criteria

Detention basins shall be analyzed for the 1-, 5-, 25-, and 100-year storm events. Ponds shall be designed to limit the peak rate of discharge from the basin for the design storm events to a rate which will not cause an increase in downstream flooding or erosion potential.

Grass-lined sloped sides for detention basins shall not be steeper than 4H:1V for ease of maintenance. All detention basins shall be stabilized against erosion. Detention basins shall be designed to be maintainable by mechanized equipment. Level access routes for equipment shall be provided to all parts of the pond.

Due to the difficulty in coordinating the effective operation of multiple ponds and changing upstream conditions, ponds may not be constructed in-line with the water course. Exceptions will be allowed where the entire drainage area is contained within a single development or the pond is a component of a master planned drainage system approved by the City.

Private detention ponds must be designed in accordance with good engineering practices and reviewed and inspected by the City. Maintenance for private detention ponds shall be the responsibility of the developer/owner. Access shall be provided to all private drainage facilities where there may be a public safety concern for inspection by the City. Detention ponds may not be used to meet park dedication requirements.

Impoundment of surface waters may require a water rights permit from the TCEQ. For the approval of ponds which retain water a completed permit or written documentation stating that a permit is not required must be provided.

B. Design Calculations

The Modified Rational Formula shall only be used for detention basin design for drainage areas of 25 acres or less. Modified Rational calculations shall be performed using the method described in the *iSWM Technical Manual*. A routed hydrograph method shall be used for watersheds larger than 25 acres. Various hydrograph methods and computer programs are available. Hydrograph study requirements shall be approved by the City Engineer.

Storage volume and outlet discharge calculations shall be provided for all storm events and shown on the construction plans along with tabulated stage-storage-discharge values. Outlet discharge calculations shall take into account backwater conditions at the outlet structure. For detailed calculations of unit hydrograph studies, a separate report shall be provided. A minimum of 1 foot of freeboard shall be added to the design water surface elevation to set the minimum pond top of bank.

C. Safety Requirements

An emergency spillway shall be provided for ponds with an embankment greater than or equal to 4 feet above adjacent grade. The spillway should be located at or above the 100-year maximum storage elevation with adequate capacity to convey the fully developed 100-year storm, assuming blockage of the storm drain outlet with six inches of freeboard. Ready access to the emergency spillway system shall also be provided. Spillway requirements must also meet all appropriate state and federal criteria. Design calculations shall be provided for all spillways.

Fencing is required around all ponds with vertical walls or steep side slopes to provide fall protection. The engineer should consider additional fencing based on site conditions to protect the public from any safety hazards.

Detention basins which retain water shall have a level safety ledge extending 3 feet into the basin from the shoreline and 2 feet below the normal water depth.

4.3.5 Channel Requirements

The following section describes specific requirements for channels in the City of Joshua.

A. Design Criteria

Large drainage channels are generally not considered acceptable for new public drainage systems. Drainage shall be conveyed in a pipe except where calculations demonstrate that a storm drain greater than 72 inch in diameter would be necessary to convey the required flow. In most cases where pipe construction is infeasible creeks should be left in a natural state. If approved by the City Engineer, grass-lined engineered channels are acceptable. A concrete pilot channel shall be provided where feasible. Channel side slopes ranging from 3:1 to 4:1 are acceptable, although it is recommended that 4:1 side slopes be implemented when possible. Where channel top widths would exceed 60 feet it will be required to leave the creek in a natural state. Concrete lined channels shall only be acceptable for minor channels where approved by the City Engineer.

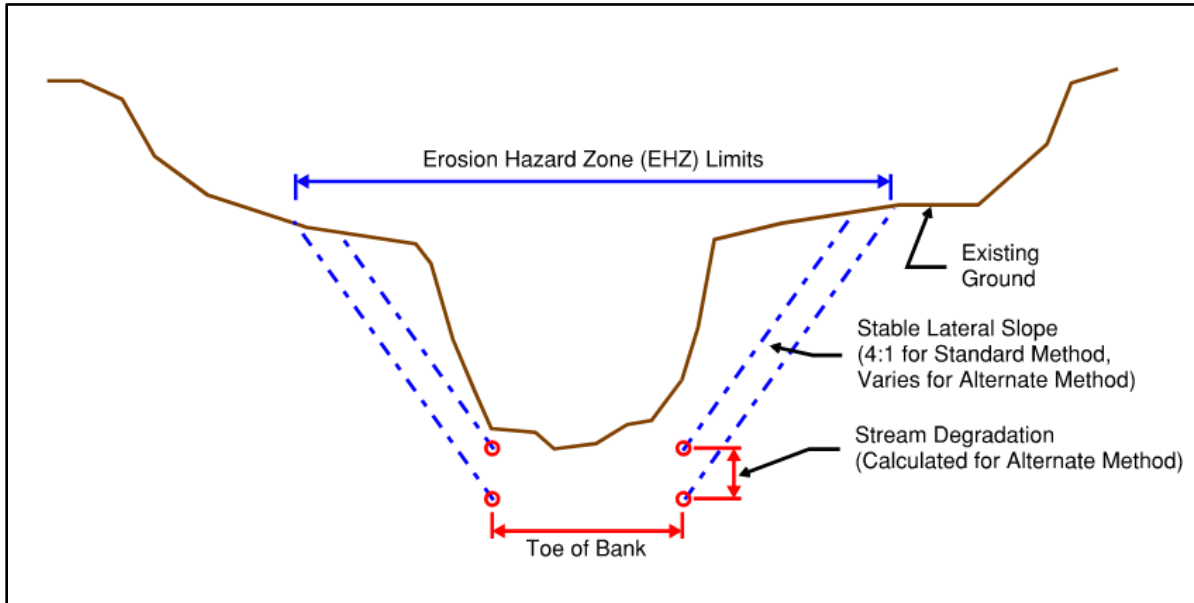
All channels shall be designed to convey the design flow with a minimum of one foot of freeboard. Channels shall also be designed to resist erosion from the design discharge as described in the *iSWM Technical Manual*. Alternate materials such as concrete and gabions may be used to protect portions of the channel from erosion as necessary. Additionally, in areas where potential excessive erosion or head cutting may occur, grade control structures, drop structures, or other structures may be required to provide stability.

B. Erosion Hazard Zones

An erosion hazard zone (EHZ) shall be delineated for any development adjacent to a natural drainage feature. The erosion hazard zone shall be defined as the horizontal area encompassed by projecting the existing toe of the bank on a 4:1 slope to the natural ground elevation as shown in Figure 4.1. Detailed topographic data such as field survey must be used when developing the EHZ. Alternatively, the EHZ can be delineated based on a detailed study of the expected long-term longitudinal stream degradation and lateral slope stability based on the steps described below.

1. Long-term Longitudinal Stream Degradation: The estimated equilibrium slope shall be calculated from the nearest downstream hardpoint such as road crossing or drop structure. The equilibrium slope shall be calculated using three “degradation as limited by a stable slope” computations: Meyer-Peter Muller, Schoklitsch, and Lane’s *Tractive Force* (Pemberton and Lara, 1984). The average of these results shall be used to estimate the potential downcutting. Results differing from others by at least an order of magnitude should not be included in the average. The potential downcutting depth shall be calculated along the stream from the equilibrium slope to determine the degradation depth.
2. Lateral Slope Stability: Lateral slopes must be defined based on global stability calculations performed by a licensed engineer that specializes in geotechnical engineering. The minimum acceptable global factor of safety shall be 1.5. The EHZ is determined by locating the intersection of the current top of each bank and the estimated downcutting depth, and then projecting the stable lateral slope from this point to natural ground.
3. The EHZ analysis should be based on a hydraulic model developed by a Professional Engineer and representative bedload sediment samples or pebble counts from each stream reach.
4. Deviations from the methodology to determine the EHZ or the use of slope stabilizing techniques to increase the lateral slope must be supported by engineering calculations and requires the approval of the City Engineer.

Figure 4.1: Erosion Hazard Zone Determination



C. Channel and Floodplain Easements

Channel easements shall have a minimum of 10 feet between the top of the channel bank and the easement line on both sides of the channel to provide room for maintenance. It must be demonstrated that any channel which carries public runoff is maintainable and that access to and along the channel is provided.

Natural creeks shall have a dedicated drainage easement encompassing the greater of the area of the 100-year fully developed floodplain and the EHZ. If no fully developed floodplain is currently identified for the area of development, one shall be delineated by the developer. Where appropriate models are unavailable, the City Engineer may allow the 500-year floodplain shown on the Effective FEMA Flood Insurance Rate Map to be used for this purpose. In areas of low risk, the City Engineer may accept a conservative estimate of the floodplain based on engineering judgement. No development, including fencing, shall be located within the easement. The easement should not be included in newly subdivided residential lots, but rather fully encompassed in a homeowners association maintained common area. For non-residential areas, the area is to be fully encompassed by a private drainage easement or within a property owners association maintained common area.

4.3.6 Culvert and Bridge Requirements

The following section describes specific requirements for culverts and bridges in the City of Joshua.

A. Design Criteria

All culverts shall have headwalls at the upstream and downstream ends. Culverts should be designed to have one foot of freeboard measured from the top of the curb or edge of pavement at the road low point. Bridges should be studied for scour potential and scour mitigation measures shall be incorporated. The low chord on the bridge structure shall be at least one foot above the 100-year water surface elevation. All headwall and bridge structures should provide appropriate guardrails to protect pedestrian and vehicular traffic.

4.3.7 Lot Grading Standards

The following grading standards shall be met for residential subdivisions in the City of Joshua consisting of half acre lots or smaller.

A. Grading Plan Requirements

All residential subdivisions are required to provide a grading plan designed so as to avoid concentration of runoff onto lots. The grading plan shall show proposed spot elevations at each property corner, at grade break points, and finished pad elevations. One foot contours showing existing and proposed elevations shall also be shown unless this requirement is waived by the City Engineer.

B. Lot-to-Lot Runoff

Lots should be graded such that no lot drains across another where feasible. In no case shall more than one lot drain through another. In unusual situations where multiple lots must drain through another, an engineered swale or other conveyance improvement and drainage easement should be provided where approved by the City Engineer.

C. Lot Grading Requirements

Lot grading shall conform to the following standards:

1. Lots shall be graded away from the pad at a minimum slope of 5 percent for a distance of 10 feet in all directions (or to the lot line).
2. Front or rear swales should be provided where necessary to carry runoff around the pad.
3. Side lot line and front or rear swales shall have a minimum slope of 1 percent although higher slopes are preferred where feasible.
4. Side lot line swales must have a minimum depth of 3 inches at its shallowest point (and a typical depth exceeding 6 inches) below the lowest adjacent pad elevation. Where steep

grade between lots makes this infeasible, a retaining wall shall be constructed to reduce the grade differential such that a conforming swale can be constructed on the higher lot.

5. Slopes shall not exceed 4:1 on residential lots unless approved by the City Engineer. A typical max slope of 10 percent should be used.

PART 5. APPENDIX DESIGN CHECKLIST

When available, Design Checklists will be made available as a part of this appendix.



City Council Agenda April 15, 2021

Agenda Item: G9 Resolution (Action Item)

Agenda Description:

Discuss, consider, and possible action on a resolution approving a contract for Bank Depository Services and authorize the mayor to execute all necessary documents.

Background Information:

Local Government Code Section 105.016(a) states that a city council “shall designate...the bank, credit union, or savings association to serve as a depository for the municipality’s funds.”

A city is required to receive applications for the performance of depository services from one or more banks, credit unions, or savings associations. Id. § 105.011. Prior to receiving the applications, a city’s designated officer must publish notice in a newspaper of general circulation requesting the submission of applications for the performance of depository services

Pursuant to Texas Local Government Code Sec.105.017, Term of Depository Contract, a municipality may approve, execute, and deliver any depository services contract whose term does not exceed five years.

City council may approve any depository services contract whose term does not exceed five years in length. TEX. LOC. GOV’T CODE § 105.017.

City Council may not consider an application that is received after the date specified in the notice. Id. § 105.013. The council may reject any and all applications and re-advertise if all applications are rejected. Id. § 105.015(b). The city council must designate the financial institution chosen to serve as the depository for the city’s funds by an order recorded in the minutes. Id. § 105.016(a).

Financial Information:

Only cost associated with consideration is publication fees.

City Contact and Recommendations:

Alice Holloway, City Secretary
Mike Peacock, City Manager

Attachments:

1. Resolution (will be provided after bid opening on April 15, 2021-2:00pm)
2. Bids (will be provided after bid opening on April 15, 2021-2:00 pm)

- 1). Ordinance
- 2). Memorandum to City Manager Mike Peacock
- 3). City of Joshua Letter of Request to TCOLE

CITY OF JOSHUA, TEXAS

ORDINANCE NO. 813-2021

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, AMENDING CHAPTER 9, "PERSONNEL," OF THE CODE OF ORDINANCES OF THE CITY OF JOSHUA, TEXAS, BY ADDING THERETO A NEW ARTICLE 9.04, "FIRE MARSHAL"; MAKING FINDINGS; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, it has determined that the City should create the office of Fire Marshal and retain a duly qualified Fire Marshal to assist in those specific areas where such technical expertise is required; and

WHEREAS, retaining a Fire Marshal would be a benefit to the residents of the City of Joshua and it would be in the best interests of the City and its resident to do so.

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

SECTION 1

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

SECTION 2

From and after the effective date of this Ordinance, Chapter 9, "Personnel," of the Code of Ordinances is hereby amended by adding thereto a new Article 9.04, entitled "Fire Marshal," to read as follows:

"ARTICLE 9.04 FIRE MARSHAL

Sec. 9.04.001 Office of Fire Marshal Created

The office of fire marshal is hereby created. Such office shall be under the direction of the fire chief, with the fire marshal reporting directly to the fire chief. The fire marshal shall carry out those duties as enumerated in the International Fire Code, including, but not limited to, the inspection of all new commercial construction.

Sec. 9.04.002 Duties of the Fire Marshal

The office of fire marshal shall be the arson investigating unit of the City, and the fire marshal shall be designated an arson investigator as that term is used in Vernon's Ann. C.C.P. art. 2.12(7), as amended. The fire marshal/arson investigator must obtain and maintain certification and license as a peace officer from the Texas Commission on Law Enforcement, or successor agency, as set out in V.T.C.A., Occupations Code ch. 1701, as amended."

SECTION 3

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

SECTION 4

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

SECTION 5

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, ON THIS 15TH DAY OF APRIL, 2021.

APPROVED:

Joe Hollarn, Mayor

ATTEST:

Alice Holloway, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, City Attorney



Joshua Fire Department

To: Mike Peacock, City Manager
From: Tom Griffith, Chief
Subj: TCOLE Licensing for Fire Marshal's Office
Date: April 5, 2021

Licensure Steps

The following list contains the steps to move forward with TCOLE agency licensing. I have outlined the requirements that must be submitted to the Commission below and have attached the required documents to this memorandum. The application will be submitted upon approval of the ordinance by Council.

Submit Application (see attached application)

The attached application must be signed by the Mayor and submitted to TCOLE along with the following documents:

- A letter describing the need for the law enforcement agency;
- Description of the funding sources for the agency;
- The physical resources (equipment) available to the marshal's;
- Description of the physical facilities of the agency;
- The following required policies;
 - Use of Force
 - Vehicle Pursuit;
 - Professional Conduct of Officers (Rules of Conduct);
 - Domestic Abuse;
 - Missing Persons;
 - Part-time Officers (Marshals);
 - Impartial Policing (Racial Profiling; Constitutional Safeguards)
 - Evidence Collection;
 - Eyewitness Identification.

Additional policies have been developed and are included in the policy manual submitted for Council's review.

- The administrative structure of the agency.
 - I have included an organizational chart of the agency.
- Proof of Liability Insurance Coverage.
 - I have verified with our Finance Officer that the existing Liability Insurance coverage for the police department will also suffice for the Fire Marshal's Office.

- Documents from Council authorizing the creation of the agency;
 - The documents are the Ordinance and the Minutes showing approval of the ordinance.
- In addition to the above list there is a requirement for a Memorandum of Understanding between the Joshua Fire Department and the local law enforcement radio communications entity. The law enforcement radio communications provider for the City of Joshua is the Johnson County Sheriff's office. I have attached the MOU provided to me by Johnson County Judge Roger Harmon's office. I am requesting approval of this MOU.
- An additional MOU is attached for usage of the Johnson County Jail facility. This MOU was recommended by Sheriff King as a proactive step due to the possibility that the Fire Marshal's Office might have need of arresting someone for a serious violation of City Code or State Statute. This MOU would allow us to utilize the jail facilities for misdemeanor arrests. The sheriff is already required to take custody of higher-level offenses. I do not foresee a frequent, if ever, need for the jail, but better to be prepared. I am requesting approval of this MOU as well.

Post Application Submission

Once the application is received an appointment will be arranged with the TCOLE inspector for an onsite inspection of the facilities and to review any questions on the application. Once the onsite review is approved and all requirements have been met the approval process through TCOLE is approximately 30 days.

Costs of Initial Licensure and Maintenance of Office

The costs for initial licensing are:

1. A one-time \$1,000 application fee, which is submitted with the application;
2. Approximately \$600 for a small gun safe to be used as an evidence locker.

Recurring Costs

Recurring annual costs include:

- Radio system usage fees based upon calls-for-service. Because the Marshal's Office will not respond to calls for service on a regular basis, in the manner that police departments respond to emergency incidents, there will be little or no cost associated with this system usage;
- Jail fees are incurred on a per-usage basis;
- Training classes required by TCOLE for peace officer license renewal. These costs can be absorbed by the current fire department training budget.



Joshua Fire Department

Chief Thomas Griffith

April 16, 2021

Texas Commission on Law Enforcement
6330 E. Highway 290, Suite 200
Austin, TX 78723-1035
Attn: Agency Licensing

Dear Sir/Madam,

The City of Joshua is submitting the attached application for a Law Enforcement Agency Number for its Fire Marshal's office. I have outlined the required submission requirements below and with the attached documents..

Need for the Law Enforcement Agency

This request is made to fulfill several needs including:

1. The City of Joshua Fire Department is required to investigate any and all fires that occur within the City of Joshua corporate limits.
2. The City of Joshua Fire Department, Fire Marshal's office is not currently recognized as a law enforcement agency.
3. The City of Joshua Fire Department desires to obtain complete autonomy regarding the investigation of and filing of any criminal charges related to any and all suspected acts of arson.
4. The City of Joshua Fire Department currently has responsibility for all code compliance for the City.
5. The City of Joshua Fire Department requires recognition as a law enforcement agency in order to bring any criminal charge recommendations to the local Johnson County District Attorney's Office.

Funding Sources

The funding source for the City of Joshua Fire Marshal's Office is the current fire department budget, which contains a specific line item for Fire Prevention. The Fire Marshal's Office will also maintain access to any other related line items within the Joshua Fire Department operating budget including Salaries and Benefits.

Physical Resources

Resources that are available to the Fire Marshal's Office include any and all resources available to the Fire Department as a whole including:

1. Offices and facilities;
2. Vehicles and apparatus;
3. Equipment needed for investigative purposes;
4. Monetary funding.

In addition to the above resources, the Fire Marshal's Office will be provided with:

1. Firearms and ammunition;
2. Body cameras; and
3. Uniforms including protective vests, and badge of office.

Physical Facilities

The physical location of the Fire Marshal's Office will be 770 N. Main Street, Joshua, TX 76058. This location is the physical location of the Joshua Fire Department station. The Fire Marshal's office will be located within the Administrative Section of the station, which is isolated from the Fire Operations section.

The Evidence Room is also located within the Fire Marshal's physical office. Evidence will be secured within a security safe with combination lock. The safe will be secured to the concrete floor with appropriate fasteners that are accessible only from within the safe. The Fire Marshal's office door will be maintained in a locked condition when it is unoccupied. Signage will be placed on the door indicating that it is off limits to non-Fire Marshal personnel.

The Dispatch facility utilized by the Joshua Fire Marshal's office will be the Johnson County Sheriff's Office Dispatch facility, which is located at 1102 E. Kilpatrick, Cleburne, TX. The public area of the Fire Marshal's office is also located within the Joshua Fire Station Administrative area and is segregated from the Fire Marshal's office by an Administrative Assistant's office and entry lobby.

Law Enforcement Policies

The policies required for licensure are attached to this application and include:

- Use of Force
- Vehicle Pursuit
- Professional Conduct of Officers
- Domestic Abuse
- Missing Persons
- Part-time Marshals
- Impartial Policing (Racial Profiling)
- Evidence and Property
- Eyewitness Identification

Additional policies have been created. Those additional policies include:

- Sexual or Other Illegal Harassment
- Internal Investigation Process
- Court Appearance
- Uniforms Appearance and Equipment
- Department Records
- Digital Media Storage and Usage
- Firearms & Qualifications
- Officer Involved Shootings
- Constitutional Safeguards
- Field Interviews and Detentions
- Search Warrants
- Search Incident to Arrest

- Citizen Recording of Law Enforcement
- Prisoner Restraints
- Prisoner Transport
- Domestic Violence and Protective Orders
- Fire & Code Compliance Investigations
- Crime Scene Processing
- Property and Evidence

Administrative Structure of the Agency

Please see the attached Organizational Chart

Liability Insurance

Please see the attached Liability Insurance coverage document.

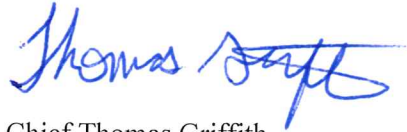
Documents from the Governing Body

Please see attached Ordinance authorizing the creation of the agency.

Minutes Approving Ordinance

Please see the attached minutes.

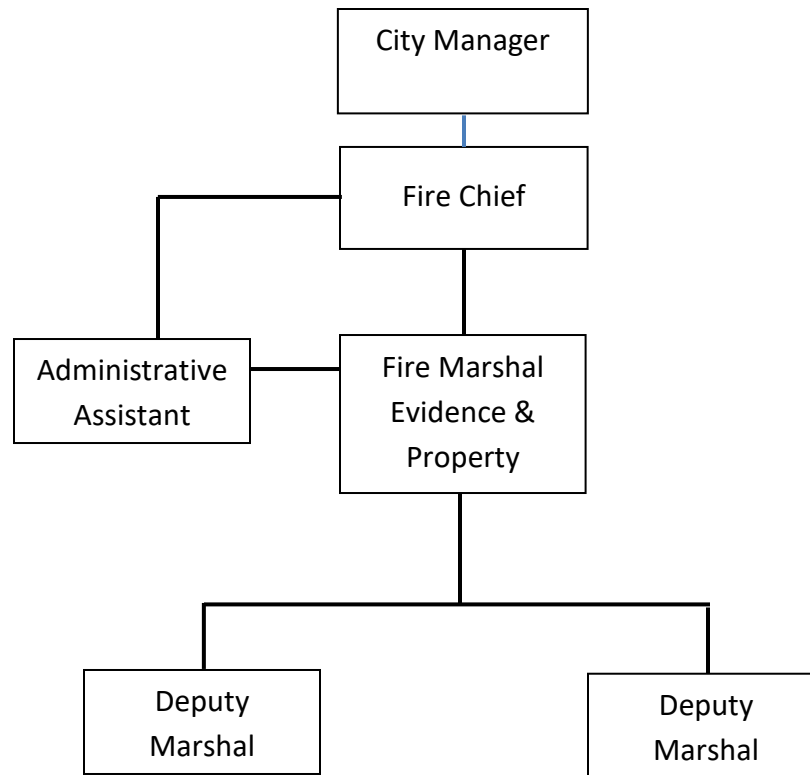
Respectfully,



Chief Thomas Griffith



JOSHUA FIRE MARSHAL'S OFFICE





City Council Agenda April 15, 2021

Agenda Item:G11

Agreement

(Action Item)

Agenda Description:

Discuss, consider, and possible action on an Interlocal Cooperation Agreement for Dispatching Services for Budget Year 2020-2021 regarding the Fire Marshal's Office.

Background Information:

The Texas Commission on Law Enforcement licensing requirements include an MOU for use of the law enforcement Communications system (dispatch). The Johnson County Sheriff's Office is the communications center for law enforcement in Johnson County.

Financial Information:

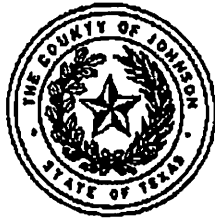
Costs associated with the use of Johnson County LE Dispatch are based upon calls for service, which will be minimal or non-existent for the Joshua Fire Marshal's Office. Estimated cost is less than \$500 annually.

City Contact and Recommendations:

Thomas Griffith, Fire Chief

Attachments:

Interlocal Cooperation Agreement for Dispatch Services



STATE OF TEXAS

COUNTY OF JOHNSON §

**INTERLOCAL COOPERATION AGREEMENT
FOR DISPATCHING SERVICES FOR BUDGET YEAR 2020-2021**

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

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

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

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

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

ARTICLE I — SCOPE OF SERVICES

A. Definitions:

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

3. *Radio Log* — Record of Radio Communication between base station and mobile units as required by federal Communications Commission.
4. *Radio License* — A license or permit issued by the Federal Communications commission for the operation of a two-way radio capable of both receiving and transmitting.
5. *Wrecker Call List* —A master list in alphabetical order of all wrecker companies which are authorized to be included on such list under the ordinances of JOHNSON COUNTY or JOHNSON COUNTY SHERIFF'S OFFICE.

B. Services to be performed by JOHNSON COUNTY SHERIFF'S OFFICE:

1. JOHNSON COUNTY SHERIFF'S OFFICE will provide Police/EMS Dispatching Services to include answering of telephone complaints received over Entity's Fire Department Marshal Office/EMS Department Number.
2. JOHNSON COUNTY SHERIFF'S OFFICE will record all complaints on Telephone Complaints Record and maintain same in normal system commingled with JOHNSON COUNTY SHERIFF'S OFFICE Telephone complaints.
3. JOHNSON COUNTY SHERIFF'S OFFICE will upon receipt of a telephone complaint notify, according to the information and belief of the JOHNSON COUNTY SHERIFF'S OFFICE, the proper Fire Department Marshal Office Unit of Entity of complaint citing such information as may be required, if known, using one of the radio talk groups specified below in Article 1 C 2.
4. JOHNSON COUNTY SHERIFF'S OFFICE will receive and record radio transmissions from Entity's Fire Department Marshal Office units using one of such talk groups as may be required in the conduct of normal operation, i.e.: logging units in and out of service, transmitting complaints and other messages relative to law enforcement activities, but not necessarily other Fire Department Marshal Office business or personal calls.
5. JOHNSON COUNTY SHERIFF'S OFFICE will provide and make available its teletype service to the Entity's Fire Department Marshal Office units as may be required; provided however, JOHNSON COUNTY SHERIFF'S OFFICE will use the Entity's Fire Department Marshal Office Number CDC or TX numbers on all messages for Entity's Fire Department Marshal Office.
6. JOHNSON COUNTY SHERIFF'S OFFICE will maintain wrecker call lists and shall dispatch wreckers thereon at the request of Entity's Fire Department Marshal Office units. The Entity's Fire Department Marshal Office shall not be responsible or have any liability for the designation of wrecker units dispatched to the scene of any accident nor be held liable for the response or lack thereof of any ambulance and/or wrecker dispatched to such scene.
7. JOHNSON COUNTY SHERIFF'S OFFICE will make available to the Entity's Fire Department Marshal Office all records pertaining to dispatching and communications

during reasonable hours and at reasonable times. Records shall be maintained at the JOHNSON COUNTY SHERIFF'S OFFICE and copies made for Entity if necessary.

C. Scope of Service:

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

ARTICLE II — PAYMENTS

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

Johnson County Courthouse
2 North Main Street
Cleburne, TX 76033

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

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

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

ARTICLE IV — INDEMNIFICATION

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

ARTICLE V — FORCE MAJEURE

- A. If by reason of force majeure either party hereto shall be rendered unable wholly or in part, to carry out the obligations under this Agreement, then such party shall give notice and full details of such force majeure in writing to the other party. The duties of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the

continuance of the inability claimed, as herein after provided, but not a longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

ARTICLE VI — TERM

- A. This Agreement shall be in full force and effect from the date of the last party to sign this Agreement and shall terminate on September 30, 2021. Either Party may terminate this Agreement upon giving written notice sixty (60) days prior to the date of termination.
- B. Duties to make payment for services performed and any duties to defend, indemnify and hold harmless shall survive the termination of this Agreement and shall not expire until the resolution and disposition of any claims made or liability incurred or potentially incurred by JOHNSON COUNTY as a result of this Agreement. In no event shall an Entity's duty to defend, indemnify and hold harmless JOHNSON COUNTY expire prior to the running of any statute of limitations related to claims that might be asserted against JOHNSON COUNTY because of JOHNSON COUNTY'S performance or failure to perform pursuant to this Agreement.

ARTICLE VII — VESTED RIGHTS

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

ARTICLE VIII - MISCELLANEOUS PROVISIONS

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

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

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

JOHNSON COUNTY

Roger Harmon
County Judge

Date

Adam King
County Sheriff

Date

Attest:

Becky Ivey
County Clerk

Date

ENTITY

Signature

Date

Printed Name

Title

City Manager and/or Mayor

Date

Attest:

Signature

Date

Printed Name

Title

EXHIBIT "A"
DISPATCH FEES BEGINNING OCTOBER 1, 2019

Total Personal Cost for Dispatch 07-01-2018 - 06-30-2019 \$1,398,300.98

25% of total personnel cost: \$349,575.25

Calls for Service 07-01-2018 00:00:00 - 06-30-2019 23:59:59

Alvarado PD	4712
Alvarado Marshal	3
Alvarado ISD	0
Joshua PD	3461
Godley PD	4080
Grandview PD	1073
Rio Vista PD	1459
Venus PD	5075
Keene PD	5787
Joshua ISD PD	461
Keene ISD PD	8
Total	26119

$100/26,119 = 0.00382863$

Agency	Console	Assist Calls	Total Minus Assist Calls
A Marshal	3	0	3
APD	4889	177	4712
GPD	4199	119	4080
GVPD	1182	109	1073
JISD	488	27	461
JPD	3747	286	3461
KISD	9	1	8
KPD	5961	174	5787
RVPD	1596	137	1459
VPD	5311	236	5075

Percentage of Calls For Service

Multiply the calls for service for each agency by the formula amount (.00382863) to arrive at the percentage as follows:

Alvarado PD	18.0405
Alvarado Marshal	0.0115
Alvarado ISD	
Joshua PD	13.2509
Godley PD	15.6208
Grandview PD	4.1081
Rio Vista PD	5.5859
Venus PD	19.4303
Keene PD	22.1563
Joshua ISD PD	1.765
Keene ISD PD	0.0306

EXHIBIT "A"
DISPATCH FEES BEGINNING OCTOBER 1, 2019

Total Cost to Agency Without Phase-In

Multiply the percentage of each agency by the 25 percent of the personnel cost (\$349,575.25) as follows:

Alvarado PD	\$63,065.12
Alvarado Marshal	40.2
Alvarado ISD	
Joshua PD	\$46,321.86
Godley PD	\$54,606.45
Grandview PD	\$14,360.90
Rio Vista PD	\$19,526.92
Venus PD	\$67,923.51
Keene PD	\$77,452.94
Joshua ISD PD	\$6,169.65
Keene ISD PD	\$106.97
Total	\$349,574.52

Invoice amounts for 2019/2020 Budget Year

4 year phase-in is 50 percent of the cost - Example: \$63,065.12 multiplied by .50 = \$31,532.56

Alvarado PD	\$31,532.56
Alvarado Marshal	20.1
Alvarado ISD	
Joshua PD	\$23,160.93
Godley PD	\$27,303.23
Grandview PD	\$7,180.45
Rio Vista PD	\$9,763.46
Venus PD	\$33,961.76
Keene PD	\$38,726.47
Joshua ISD PD	\$3,084.83
Keene ISD PD	\$53.49
Total	\$174,787.28



City Council Agenda April 15, 2021

Agenda Item:G12

Agreement

(Action Item)

Agenda Description:

Discuss, consider, and possible action on an Interlocal Cooperation Agreement for Housing Class C Misdemeanor Prisoners for Budget Year 2020-2021 regarding the Fire Marshal's Office.

Background Information:

Because the Joshua Fire Marshal's Office may potentially have need to make an arrest for a serious violation of City Codes, the Johnson County Sheriff has recommended the establishment of an agreement for use of County Jail facilities for Class C misdemeanor arrests. It is not the intent of the Joshua Fire Marshal's Office that arrests will be a matter of general operations and will a measure of last resort.

Financial Information:

Costs associated with the use of Johnson County Jail are \$50.71 per day. Estimated annual costs are difficult to establish, but are expected to be non-existent.

City Contact and Recommendations:

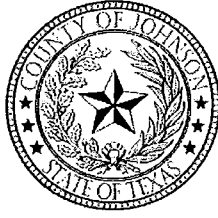
Thomas Griffith, Fire Chief

Attachments:

Interlocal Cooperation Agreement for Housing Class-C Misdemeanor Prisoners

ROGER HARMON
JOHNSON COUNTY JUDGE

Carla Hester, Administrative Assistant
Rexann Knowles, Budget Coordinator



Abby Nino, Secretary
Amber Neathery, Receptionist

#2 Main St – Johnson County Courthouse, Cleburne, Texas 76033

October 27, 2020

Please find enclosed an Interlocal Cooperation Agreement (2 originals) for the housing of your City's Class C Misdemeanor Offenses in the Johnson County Jail. The Agreement is effective from October 1, 2020 to September 30, 2021 and reflects the new rate with LaSalle Corrections beginning September 1, 2020. **Please present the agreement at your next Council or Board meeting for its approval.** Complete the billing address on page 5, fill in the names and addresses for notices on page 9, and complete the appropriate names and signatures on page 11.

Please return **both** signed Agreements to Johnson County to the address at the top of this letter as soon as possible so that the Commissioners Court may approve the Agreement. A fully executed Agreement will be returned to you for your records once it has been in approved in Commissioners Court.

Please let me know if you have any questions.

Sincerely,

Carla Hester
Administrative Assistant to
County Judge Roger Harmon



STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

**INTERLOCAL COOPERATION AGREEMENT
FOR HOUSING CLASS C MISDEMEANOR PRISONERS
FOR BUDGET YEAR 2020-2021**

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

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

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

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

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

**SECTION 1.
FACILITIES**

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

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

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

SECTION 2. GENERAL DUTIES OF COUNTY

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

SECTION 3. MEDICAL SERVICES

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

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

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

diet or exercise regiment applicable to each prisoner.

**SECTION 4.
TRANSPORTATION AND OFF-SITE SECURITY**

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

**SECTION 5.
AVAILABLE JAIL SPACE**

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

**SECTION 6.
PAYMENTS**

6.1 **Per-day Rate.** The per-day rate for detention services under this Agreement is \$50.71 per prisoner per day. A day shall constitute any time during a twenty-four (24) hour period. A portion of any day shall count as a day under this Agreement, except that the City may not be billed for two days when a prisoner is admitted after 6:00 p.m. and removed the following morning before 12:00 noon. In that situation, the County will bill for the day of arrival, but not for the day of departure. A day shall constitute any time during a twenty-four hour (24) period.

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

Name of City

Street Address or P. O. Box

City, State and Zip Code

Fax Number

Email Address

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

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

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

SECTION 7.

TERM

- 7.1 **Term.** The term of this Agreement shall be from October 1, 2020 through September 30, 2021.

SECTION 8.

PRISONER SENTENCES

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

SECTION 9.

CONFINEMENT PROCEDURES

- 9.1 **County Responsibilities.** The County shall notify the City's Municipal Court by

facsimile once every 24 hours of all City prisoners in custody. This shall be done either by sending copies of arrest reports or a list of prisoner names, date of birth, and charges. County shall be solely in charge of all control, techniques, sequences, procedures, means, and the coordination of all work performed under the terms and conditions of this Agreement in regard to the holding and incarceration of all properly delivered prisoners. The County shall insure, dedicate and devote the full time and attention of those employees necessary for the proper execution and completion of the duties and obligation of County stated in this agreement, and give all attention necessary for such proper supervision and direction. County will process all City prisoners through its identification procedures, and may, at its option, fingerprint and photograph all City prisoners booked into the County facility.

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

SECTION 10. **LIAISON OFFICERS**

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

on behalf of City in full compliance with the terms and conditions of this agreement, and shall provide immediate and direct supervision of the City Fire Department Marshal Office employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms, and conditions of this Agreement for the mutual benefit of City and County.

SECTION 11. LIABILITY

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

SECTION 12. NOTICE

- 12.1 **In General.** Notice to either party shall be in writing, and may be hand-delivered, or sent postage-paid by certified or registered mail, return receipt requested.

Notice shall be deemed effective if sent to the parties and addresses designated herein, upon receipt in case of hand delivery, and three (3) days after deposit in the U. S. Mail in case of mailing.

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

Name

Street Address or P. O. Box

City, State and Zip Code

Fax Number

Email Address

With a copy to:

Name

Street Address or P. O. Box

City, State and Zip Code

Fax Number

Email Address

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

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

With copies to:

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

Adam King (or his successor in office)

Johnson County Sheriffs Office
1102 East Kilpatrick Street
Cleburne, TX 76031

SECTION 13. TERMINATION

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

SECTION 14. MISCELLANEOUS PROVISIONS

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

Court of Johnson County, Texas.

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

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

CITY

Signature

Date: _____

Printed Name

City Manager or Mayor

Attest:

Signature

Date: _____

Printed Name

City Secretary

JOHNSON COUNTY

Roger Harmon, County Judge

Date: _____

Adam King, Sheriff

Date: _____

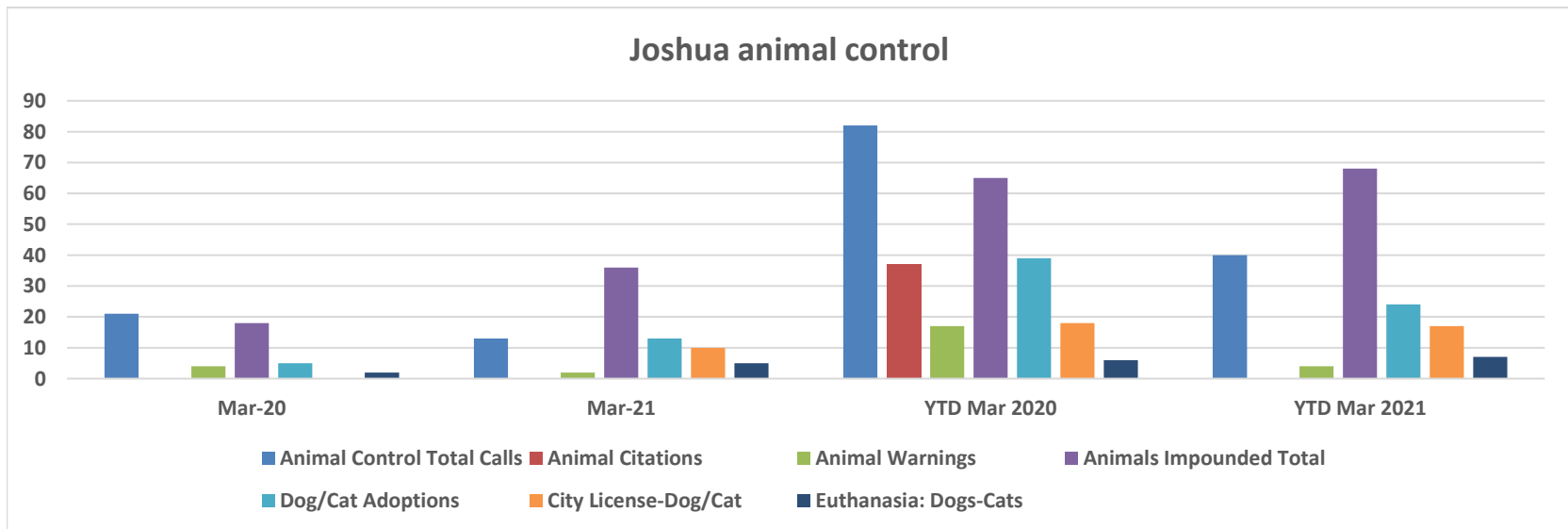
Attest:

Becky Ivey, County Clerk

Date: _____

JOSHUA ANIMAL CONTROL ACTIVITY STATISTICS

	Mar-20	Mar-21	YTD Mar 2020	YTD Mar 2021
Animal Control Total Calls	21	13	82	40
Animal Citations	0	0	37	0
Animal Warnings	4	2	17	4
Animals Impounded Total	18	36	65	68
Dog/Cat Adoptions	5	13	39	24
City License-Dog/Cat	0	10	18	17
Euthanasia: Dogs-Cats	2	5	6	7





March 2021

The Police Department saw a significant uptick in police activity mostly associated with property crime. Ten of the fifteen reports involved an offender linked to the property owner as a former resident or friend. We have started seeing the catalytic converter thefts here that have plagued much of the metroplex over the last several months. Thefts here have been occurring at closed businesses with unrestricted access to parking lots. We also saw a significant year over year increase in reported crashes likely attributable to the down turn we saw last year as the pandemic began to impact activities. This month there were ten reportable crashes including one single vehicle fatality involving an unlicensed driver. Crashes on South Broadway accounted for half the reportable collisions and in one crash an occupant fled on foot when officers arrived and was subsequently arrested on outside agency warrants.

We are continuing to work on identifying candidates to fill three vacancies and have one officer out with an injury suffered on-duty. Several background investigations in progress look encouraging. We are hopeful they will conclude in April allowing us to improve our staffing levels.

One of two vehicles scheduled for delivery this fiscal year arrived in late March and is in service. The second vehicle should arrive toward the end of April.



Patrol

Category	March 2021	March 2020	2021 year to date
Dispatched Calls	265	221	698
Arrests	6	9	12
Crash Reports	10	7	28
Traffic Stops	157	92	579
Citations	111	61	295
Outside LE Agency Assist	16	12	36
Reports	56	50	147

Investigations

Category	March 2021	March 2020	2021 year to date
Crimes Against Persons	6	3	17
Property Crime (Thefts, Damage)	15	1	33
Other (Drug or Alch/Missing/Deceased)	6	7	19
Total	27	11	69

Crime by Offense Type

Category	March 2021	March 2020	2021 year to date
Murder/Non-Negligent Homicide	0	0	0
Manslaughter by Negligence	0	0	0
Rape	0	0	0
Robbery	0	0	0
Assault	5	3	14
Burglary (bldg. and vehicle)	2	0	2
Larceny (theft, fraud)	6	5	21
Total	13	8	37

Training

Category	March 2021	March 2020	2021 Year to Date
Computer Based	5	15.3	14
Classroom	16	88	104
Total			



Community Outreach

Category	Date
Crime Stoppers	03/09/2021

Staffing

Category	Commissioned	Non-Commissioned	Animal Ctrl
Positions	9.5	2.5	2.5
Vacancies	3	0	0

Promotions and Hiring

Animal Control hired a shelter attendant and is fully staffed.

Complaints and Commendations

Category	March 2021	March 2020	2021 Year to date
Commendations	0	1	2
Complaints	0	0	0

Police Fleet

Unit#-YR	Year/Make	Mileage	Service
81-07	2007/Chevy	132,076	Admin/Investigations
82-21	2021/Ford	317	Patrol
83-21	2021/Ford	Not Received	Patrol
84-16	2016/Ford	70,576	Admin/Investigations
85-17	2017/Ford	71,572	Patrol
86-19	2019/Ford	56,241	Patrol
87-20	2020/Chevy	14,591	Patrol
88-20	2020/Chevy	10,094	Patrol



Joshua Fire Department Monthly Activity Report

March 2021

PERSONNEL

All three paid firefighters obtained their Class-B licenses on March 17th and may now drive all vehicles without an observer.

Three new volunteers, Marcus Miller, Chris Gardner and Hunter Ball are now completing the department's Fast-Track training program for experienced volunteers. Chris Gardner and Hunter Ball are former Joshua volunteers and have current experience either in EMS transport or with the Godley Fire Department. Marcus Miller is a current Hurst firefighter/paramedic and will bring valuable EMS experience. Marcus has agreed to assume the task of expanding the department's EMS training program. All volunteers reached the minimum required participation hours for March.

CODE ENFORCEMENT

A review of current code enforcement policies and procedures is ongoing. Compliance officers are targeting major hazards while still searching for all violations. High grass and weed violation are a focus for April.

Code Compliance Case Information for 2021

Violations	March	# Cases	Fees Collected
Junk and Debris (Nuisance)	9	3 closed	
Abandoned and Junked Vehicles	4	3 closed	
Unapproved Parking Surface	1		
Past Due Trash Ac- count Notification	26	7 Closed	Collected \$2823.90
HIGH GRASS AND WEEDS	1	1 Closed	
Junk/Inoperable Motor Vehicle	2	1 Closed	
Dilapidated Fence	1		
Totals	44	15 Closed	

EMERGENCY MANAGEMENT

A review and update of the City's Emergency Management Plan is continuing.

On March 16 an After Action Review meeting was held at the County Emergency Operations Center. Participants were the Sheriff, County Judge, Texas DEM, Red Cross, ESD and Joshua. Discussion revolved around plans to improve response and mitigation to a similar winter storm event and other unexpected events that tax resources.

EMERGENCY RESPONSE

Emergency responses totals declined from February. Missed incidents are now at zero for the first time in recent memory. Response times remained near February's number.

	February 2021	March 2021
STAFFING LEVELS		
Total Calls For Month	143	131
Missed Calls	2 (1%)	0 (0%)
Adequately Staffed Calls	92 (64%)	64 (49%)
Without Adequate Staff	49 (34%)	67 (51%)
Average Response Time:	7:51	7:58
CITY/COUNTY/MUTUAL AID		
ESD Automatic Aid Received To City:	4	5
City Calls For Month	101 (71%)	85 (65%)
County Calls for Month	27 (19%)	36 (27%)
Mutual Aid for the Month	11 (9%)	11 (9%)
City Calls YTD	207 (72%)	292 (70%)
County Calls YTD	62 (22%)	98 (23%)
Mutual Aid Calls YTD (Giving)	19 (7%)	29 (7%)

TRAINING

DATE	TOPIC	HOURS	ATTENDANCE
03-01	FFPPE, FF Safety, Fire Behavior Candidate	4	6
03-03	Pre-connect deployment 1.75" and 2"	3:30	11
03-08	SCBA Basic MSA G1 Candidate	4	5
03-10	Super Booster & Blitz Fire Deployment/Flow	4	12
03-15	Advanced SCBA & Consumption drill Candidate	4	4
03-17	Garden & High Rise Deployment Cypress Creek	4	13
03-22	Building Construction & Collapse Candidate	3	3
03-24	LUCAS 3, King Vision & Pulse OX Skills	3:30	15
03-29	Hose Basics, Rolls, Loads and Appliances Candidate	3	5
03-31	High Rise OPS at ESD Tower	4	12

VEHICLES & EQUIPMENT

Squad 1 was placed in the shop for emergency repairs to the turbo system and is back in service.

The new rescue vehicle, which will replace the 2009 Expedition, is now in production and the department should take delivery in six months.

ADDITIONAL COMMENTS

Nothing for this month.

City of Joshua
Municipal Court Council Report
From 3/1/2021 to 3/31/2021

4/1/2021 9:35 AM

Violations by Type

Traffic	Penal	City Ordinance	Parking	Other	Total
107	7	1	0	23	138

Financial

State Fees	Court Costs	Fines	Tech Fund	Building Security	Total
\$13,087.03	\$7,485.11	\$12,660.05	\$555.37	\$621.94	\$34,409.50

Warrants

Issued	Served	Closed	Total
9	0	23	32

FTAs/VPTAs

FTAs	VPTAs	Total
6	22	28

Dispositions

Paid	Non-Cash Credit	Dismissed	Driver Safety	Deferred	Total
82	0	37	19	22	160

Trials & Hearings

Jury	Bench	Appeal	Total
0	0	0	0

Omni/Scofflaw/Collection

Omni	Scofflaw	Collections	Total
109	0	109	218

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

Grounds Maintenance	City Park	Baseball Complex	City Facilities	Entry Way Signs
Mowing	16	24	20	
Weed Eating, Edging, Blowing	8	11	10	
Hedge & Tree Trimming				
Flower Beds/Landscaping				
Fertilizing/Over Seeding				
Irrigation				
Trash Removal	50	10	10	

Field Maintenance	Field One	Field Two	Field Three
Mowing	10	8	6
Weed Eating	4	4	3
Infield Edging			
Striping			
Infield Draging	10	8	6
Infield Repair			
Fertilizing/Over Seeding			
Infield Watering	4	4	2
Trash Removal	3	3	4

Building Maintenance	City Park	Baseball Complex	City Facilities
Custodail Duties	70		
General Repairs	40	20	24
Toddler Playground			
Equipment Maintenance	14	14	25
Special Events			
Remodeling			

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

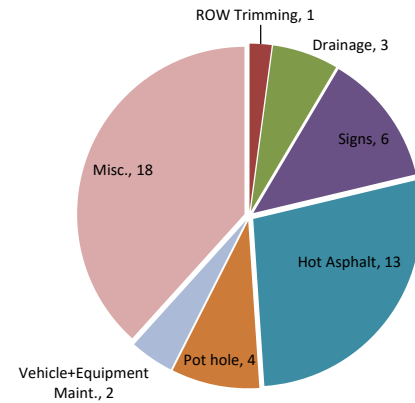
Activity	Total Hours
Mowing	60
Weed Eating, Edging, Blowing	29
Hedge & Tree Trimming	
Flower Beds/Landscaping	
Fertilizing/Over Seeding	
Irrigation	
Trash Removal	70
Field Mowing	24
Field Weed Eating	11
Infield Edging	
Striping	
Infield Draging	24
Infield Repair	
Fertilizing/Over Seeding	
Infield Watering	10
Trash Removal	10
Custodail Duties	70
General Repairs	84
Toddler Playground	
Equipment Maintenance	53
Special Events	
Remodeling	30
Total Man Hours	475

City of Joshua
Public Works Monthly Activity Report
For the Month of March 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																																0
ROW Trimming																						1										1
Drainage			1									1				1																3
Signs/Painting											1							1				1	1	1		1						6
Street Repair Asphalt		1	1	1	1			1	1	1					1	1	1		1									1	1			13
Pot hole	1																								1				1	1		4
Building Maint.																																0
Concrete																																0
Emergency Services																																0
Crack Seal																																0
Safety Meeting																																0
Supporting other Dept.																																0
Vehicle+Equipment Maint.								1										1														2
Misc.	3		1						1	3	2	2				1						1	1	1						2		18

Chart reflects one per daily occurrence

ROW Mowing	0
ROW Trimming	1
Drainage	3
Signs	6
Hot Asphalt	13
Pot hole	4
Building Maint.	0
Concrete	0
Emergency Services	0
Crack Seal	0
Safety Meeting/Classes	0
Supporting other Dept.	0
Vehicle+Equipment Maint.	2
Misc.	18



Public Works Monthly Team Status Report

For The Month Of March 2021

Completed Items

[illegible]

In Progress

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

Assigned But Not Yet Started

[illegible]

Building Inspection Report

March 2021

March	2021	2020	YTD 2021	YTD 2020
Building	64	30	139	95
Electrical	37	25	104	77
Plumbing	33	22	88	65
Mechanical	16	14	38	29
Re-Inspections	2	23	7	38
Certificate of Occupancy	0	3	5	5
Certificate of Occupancy Re-Inspection	0	0	0	0
Total # of Inspections	152	117	381	309
Plan Review	24	9	60	28

Building Permit Report

March 2021

March	2021	2020	YTD 2021	YTD 2020
Building	38	15	82	55
Electrical	23	5	48	27
Plumbing	23	11	49	37
Mechanical	19	3	36	18
Permanent Sign	1	1	3	2
Temporary Sign	2	1	8	5
Certificate of Occupancy	2	3	3	5
Swimming Pool	4	1	6	1
Sprinkler System	17	2	35	14
Solicitor	0	0	0	0
Contractor Registration	15	12	35	42
MHP Registration	0	0	1	0
Total # of Permits	144	54	306	206

New Businesses Report

March 2021

New Businesses (Certificate of Occupancy Issued)	Address
Legendary Green Lawns, LLC	619 N Broadway St, Ste C
Future New Businesses (Applied for Certificate of Occupancy not completed)	Address
La Mesa Mesquite Grill	203 N. Main St.
New CO Issued for existing Business (New Owner, New Location, Name change, etc)	Address

4/6/2021 8:10:13 AM

UTILITY BILLING

Council Report

Billing Period

3/1/2021 - 3/31/2021

Utility Bills Disbursed	Count	Amount
First Bill, Final Bill	0	\$0.00
First Bill	9	\$97.24
Prehistoric Move In Date	4	\$71.36
Final Bill	7	\$84.57
Active	1841	\$32,843.44
Total	1861	\$33,096.61

Payments Received	Count	Amount
AchDraft	56	\$1,240.81
CreditCard	545	\$21,405.76
Check	653	\$14,256.42
Cash	35	\$1,046.84
MoneyOrder	2	\$50.04
Other	7	\$124.28
Total	1298	\$38,124.15

Service Orders Completed	Count
Total	0

Service Categories	Count	Amount
General	3720	\$2,782.80
Garbage/Recycling	3720	\$27,865.02
Total	0	\$30,647.82

Past Due Summary	Accounts to Penalize	Excluded Acocunts	Subject to Penalty
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Total Penalized

JOSHUA



City Secretary

MONTHLY REPORT

March 2021



CITY COUNCIL

Agenda Summary

City Council Meeting Agenda Summary Items: prepared, certified, published and processed. Meeting Minutes prepared and approved - February 18, 2021 and February 23, 2021.

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

- Ordinance amending the speed limit from 20 MPH to 30 MPH on Clubhouse Drive.
- Agreement with Freese and Nichols for professional services in connection with the Caddo Road, North Main Street, and 4th Street Improvements.
- Ordinance adopting a new Zoning District Map and replaces all previous zoning maps.
- Appoint Johnny Waldrip to the Type A, Place 3.

Public Information Request:

Request Date	Requestor	Documents	Date Released	AG Letter	Cost/Electronic	Notes
3/1/2021	Robin Stubblefield	Police Reports	3/5/2021	N	E	
3/2/2021	CPS	Police Reports	3/9/2021	N	\$ -	No Documents
3/2/2021	Priscilla Sample	Police Reports	3/5/2021	N	E	
3/4/2021	Zinda Law Group	Police Reports	3/8/2021	N	E	
3/9/2021	Amber Stanley	Police Reports	3/8/2021	N	E	
3/9/2021	Abbi Crowe	Animal Control Reports	3/16/2021	N	E	
3/12/2021	Valeza De Vera	Utility Report	3/12/2021	N		No Documents
3/15/2021	LexisNexis	Police Reports	3/15/2021	N	\$ 3.50	
3/15/2021	Larry Clendennen	CO Report	3/19/2021	N	E	
3/16/2021	Melvin Stewart	Court Documents	3/23/2021	N	E	
3/16/2021	Shelly Robertson	Police Reports	3/22/2021	N	E	
3/17/2021	Karen Snapka	Police Reports	3/22/2021	N		Sent Clarification Letter
3/23/2021	Debbie Darwin	Code Report	3/23/2021	N		No Documents
3/24/2021	Faith Evans	Fire Reports	3/26/2021	N	E	
3/24/2021	Faith Evans	Utility Report	3/26/2021	N	E	
3/24/2021	Faith Evans	Code Report	3/26/2021	N	E	
3/24/2021	LexisNexis	Accident Report	3/24/2021	N	\$ 6.00	
3/24/2021	LexisNexis	Accident Report	3/24/2021	N	\$ 6.00	
3/24/2021	Faith Evans	Permit Reports	3/26/2021	N	E	
3/24/2021	Faith Evans	Substandard Report	3/26/2021	N	\$ -	No Documents
3/25/2021	Priscilla Sample	Police Reports	3/30/2021	N	E	
3/25/2021	Robin Stubblefield	Police Reports	3/30/2021	N		Sent Clarification Letter
3/26/2021	Ling Zeng	Traffic Study Report	3/26/2021	N	E	
3/29/2021	Sammy Rangwala	Utility Report	3/29/2021	N	\$ -	No Documents
3/29/2021	Sammy Rangwala	Code Report	3/29/2021	N	\$ -	No Documents
3/29/2021	Sammy Rangwala	Fire Reports	3/29/2021	N	\$ -	No Documents
3/29/2021	Sammy Rangwala	Garage Sale Permit Reports	3/29/2021	N		Sent Link
3/29/2021	Amber Stanley	Police Reports	3/30/2021	N	E	
3/30/2021	Orion Grove	Utility Report	3/30/2021	N	\$ -	No Documents

2021 General Election **Update**- The May 1, 2021 General Election was called by City Council in January 2021. There are a total of four (4) candidates on the ballot. Drawing was held to determine the order of the ballot on February 25, 2021.

Place 4: 1) Doug Taylor 2) Merle Breitenstein

Place 6: 1) Danny Turpen 2) Scott Kimble

Election equipment has been ordered and received for early voting and election day. **Update:** Ballots have been received and are securely stored. City Secretary Holloway will be working in the council chambers during early voting-April 19-27. To contact her, please call her directly on her cell phone.

Records Management - Staff has started the inventory of city records. Each record will be recorded and labeled according to the Texas State Library and Archives Commission, and processed as required. Over 300 boxes was inventoried, labeled, and recorded. In addition, 178 boxes was destroyed as allowed by the Texas State Library and Archives Commission Schedules. All departments has been asked to organize and box up archive records in their possession. Once each department is finished, I will perform an inventory, log and record each box. In January, records that meets the records retention schedule for destruction will be destroyed. The City Council will be provided a full report of the status of City documents in February. City Secretary Holloway have inventoried and labeled each record. Magic Shred has shredded 80 boxes of records on-site. A certificate of completion has been received. **No Update**

Code of Ordinances - The Code of Ordinances now contains all ordinances deemed appropriate to be included as enacted through the end of 2020. In addition, 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 next update will start March 31, 2021. Staff is looking into adding an additional feature to the codification. The new feature will allow a citizen to actually review the complete ordinance. This will be proposed by the City Secretary in the 2021-22 budget. **No Update**

Zoning Map- The last official zoning map was adopted by the City Council 2012. City Secretary and staff has been working on updating the map. The map is updated and the Planning & Zoning Commission has recommended approval. This will be on the March 18, 2021 City Council Agenda for consideration. **Update:** The new zoning map was approved by city council on March 18, 2021.

City Secretary Holloway has been in discussion with the City Manager regarding changing website host to CivicPlus. CivicPlus is used by most cities in Texas and offers more features than what is currently being offered. **No Update**

City Secretary Holloway is working with current IT to bring better audio and video equipment to the council chambers. A proposal will be presented City Manager in March. **Update:** The equipment has been ordered and should be installed by the May meeting. The plan is to move the audio/video equipment from council chambers to conference room. There will be new mics installed (wireless) and a new camera that is for streaming meetings. In addition, a speaker with mic for use in conference room for on-line meetings. Last, a wireless assisted listening system with one transmitter and six receivers can used with ear buds or headset.

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

City Meetings in April

Planning & Zoning - April 5, 2021

EDC Type A - No Meeting

EDC Type B - No Meeting

City Council - April 15, 2021

Social Media Updates

Total New Post on Facebook -108

Total Post Reached- 6,843

Total Post Engagement-2,165

Total New Page Followers- 45