



**AGENDA
CITY COUNCIL
WORK SESSION
REGULAR MEETING
JANUARY 21, 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 January 21, 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/83235610686?pwd=S2hlSzNCMS81OXdkU3Uydi9uQnNOUT09>

Meeting ID: 832 3561 0686 Passcode: 473535

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 December 2020. (Staff Resource: M. Peacock)
2. Discussion on the draft amended Substandard Structure and Dangerous Buildings Ordinance. (Staff Resource: M. Peacock)
3. 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)
4. Discussion on changing the street name of Mountaineer to Plum Street. (Staff Resource: M. Peacock)
5. Discuss and receive update from City Manager on current and planned future projects.
6. 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. Presentation of Certificate of Election and administer Oath of Office

F. CONSENT AGENDA

1. Consider approval of minutes from the City Council Meeting held on December 17, 2020 and December 29, 2020. (Staff Resource: A. Holloway)

G. REGULAR AGENDA

1. Discuss, consider, and possible action on an Ordinance ordering a General Election to be held on Saturday, May 1, 2021 for City Council Place 4 and City Council Place 6. (Staff Resource: A. Holloway)
2. Discuss, consider, and possible action on a resolution approving a joint Election Agreement between the City of Joshua and the Joshua Independent School District. (Staff Resource: A. Holloway)
3. Discuss, consider, and possible action on a Chapter 380 Economic Development Agreement between the City of Joshua and Rumfield Properties regarding the use of property owned by Type A Economic Development Corporation located on 12th and Veatch. (Staff Resource: M. Peacock)
4. Discuss, consider, and possible action on authorizing one time payments to employees for Special Duty Compensation related to the Covid-19 Response. (Staff Resource: M. Peacock)

H. STAFF REPORT

December 2020

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

I. EXECUTIVE SESSION

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

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

(a) City Secretary

(b) City Manager

J. RECONVENE INTO REGULAR SESSION

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

K. FUTURE AGENDA ITEMS/REQUESTS BY COUNCILMEMBERS TO BE ON 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 15th day of January 2021, by 11:00 a.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 December 31, 2020

1/5/2021 9:34 AM

100 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Tax Revenue	329,877.61	465,047.86	(135,170.25)	627,649.87	3,922,535.00	16.00%	3,294,885.13
Charges for Services	41,875.02	40,166.37	1,708.65	125,656.51	482,000.00	26.07%	356,343.49
Licenses, Permits & Fees	41,439.46	38,219.28	3,220.18	146,173.05	488,815.00	29.90%	342,641.95
Grants & Contributions	3,000.00	41.65	2,958.35	3,050.00	500.00	610.00%	(2,550.00)
Intergovernmental Revenues	0.00	9,693.67	(9,693.67)	0.00	116,370.00	0.00%	116,370.00
Investment Earnings	5.19	273.22	(268.03)	13.36	3,280.00	0.41%	3,266.64
Miscellaneous	29,135.09	6,766.45	22,368.64	388,899.22	81,230.00	478.76%	(307,669.22)
Transfers In	0.00	0.00	0.00	0.00	266,715.00	0.00%	266,715.00
Revenue Totals	<u>445,332.37</u>	<u>560,208.50</u>	<u>(114,876.13)</u>	<u>1,291,442.01</u>	<u>5,361,445.00</u>	<u>24.09%</u>	<u>4,070,002.99</u>
Expense Summary							
Contract & Professional Services	70,062.56	75,525.55	(5,462.99)	250,488.76	877,130.00	28.56%	626,641.24
Utilities	15,111.83	13,524.66	1,587.17	32,224.84	242,360.00	13.30%	210,135.16
Community Events	2,618.79	0.00	2,618.79	2,618.79	25,000.00	10.48%	22,381.21
Miscellaneous	14,748.06	6,665.98	8,082.08	59,161.84	147,660.00	40.07%	88,498.16
Personnel	154,952.46	197,459.36	(42,506.90)	600,524.69	2,615,550.00	22.96%	2,015,025.31
Debt Service	0.00	0.00	0.00	0.00	4,000.00	0.00%	4,000.00
Transfers Out	0.00	275,250.00	(275,250.00)	0.00	1,101,000.00	0.00%	1,101,000.00
Supplies	37,439.26	24,647.44	12,791.82	82,337.56	304,880.00	27.01%	222,542.44
Repair & Maintenance	22,611.41	24,551.35	(1,939.94)	56,901.27	294,725.00	19.31%	237,823.73
Capital Outlay	6,554.78	24,465.70	(17,910.92)	124,832.18	259,255.00	48.15%	134,422.82
Expense Totals	<u>324,099.15</u>	<u>642,090.04</u>	<u>(317,990.89)</u>	<u>1,209,089.93</u>	<u>5,871,560.00</u>	<u>20.59%</u>	<u>4,662,470.07</u>

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As of December 31, 2020

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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	260,524.86	385,549.91	(125,025.05)	399,583.63	2,653,475.00	15.06%	2,253,891.37
100-4001 GF Property Tax Penalty	287.21	1,275.00	(987.79)	1,576.34	15,300.00	10.30%	13,723.66
100-4002 GF Prop Tax Interest Income	277.98	0.00	277.98	1,480.26	0.00	0.00%	(1,480.26)
100-4003 City Sales Taxes	67,120.05	71,965.78	(4,845.73)	204,938.06	863,935.00	23.72%	658,996.94
100-4005 Mixed Beverage Tax	0.00	499.80	(499.80)	1,913.48	6,000.00	31.89%	4,086.52
100-4006 Franchise Taxes	1,667.51	5,757.37	(4,089.86)	18,158.10	383,825.00	4.73%	365,666.90
Tax Revenue Totals	329,877.61	465,047.86	(135,170.25)	627,649.87	3,922,535.00	16.00%	3,294,885.13
Charges for Services							
100-4008 ESD Contract Fee	13,000.00	13,010.40	(10.40)	39,000.00	156,000.00	25.00%	117,000.00
100-4008 ESD Incentive	840.26	416.67	423.59	2,440.90	5,000.00	48.82%	2,559.10
100-4102 Rabies Vouchers	130.00	83.30	46.70	440.00	1,000.00	44.00%	560.00
100-4108 Trash Collection Service Charges	27,904.76	26,656.00	1,248.76	83,775.61	320,000.00	26.18%	236,224.39
Charges for Services Totals	41,875.02	40,166.37	1,708.65	125,656.51	482,000.00	26.07%	356,343.49
Licenses, Permits & Fees							
100-4100 Permits/Fees	35,203.49	26,239.50	8,963.99	118,192.02	315,000.00	37.52%	196,807.98
100-4101 Fines/Court Fees	4,751.91	10,412.50	(5,660.59)	22,062.59	125,000.00	17.65%	102,937.41
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	1,111.67	1,100.80	10.87	3,343.53	13,215.00	25.30%	9,871.47
100-4115 Local Truancy and Prevention	291.59	0.00	291.59	1,234.41	0.00	0.00%	(1,234.41)
100-4116 Municipal Jury Fund	5.80	0.00	5.80	24.64	0.00	0.00%	(24.64)
100-4117 Time Payment Reimbursement	75.00	0.00	75.00	168.00	0.00	0.00%	(168.00)
Licenses, Permits & Fees Totals	41,439.46	38,219.28	3,220.18	146,173.05	488,815.00	29.90%	342,641.95

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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	3,000.00	41.65	2,958.35	3,050.00	500.00	610.00%	(2,550.00)
Grants & Contributions Totals	3,000.00	41.65	2,958.35	3,050.00	500.00	610.00%	(2,550.00)
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	5.19	273.22	(268.03)	13.36	3,280.00	0.41%	3,266.64
Investment Earnings Totals	5.19	273.22	(268.03)	13.36	3,280.00	0.41%	3,266.64
Miscellaneous							
100-4901 Misc. Revenue	29,135.09	6,766.45	22,368.64	388,899.22	81,230.00	478.76%	(307,669.22)
Miscellaneous Totals	29,135.09	6,766.45	22,368.64	388,899.22	81,230.00	478.76%	(307,669.22)
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	445,332.37	560,208.50	(114,876.13)	1,291,442.01	5,361,445.00	24.09%	4,070,002.99

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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	6,736.96	10,066.24	(3,329.28)	56,995.44	113,800.00	50.08%	56,804.56
Capital Outlay	6,554.78	4,839.78	1,715.00	16,155.60	16,205.00	99.70%	49.40
Utilities	1,460.38	1,940.89	(480.51)	3,404.22	23,300.00	14.61%	19,895.78
Miscellaneous	6,951.04	33.33	6,917.71	7,545.94	400.00	1886.49%	(7,145.94)
Personnel	56,490.61	75,683.72	(19,193.11)	232,827.56	997,275.00	23.35%	764,447.44
Supplies	1,447.23	1,795.34	(348.11)	3,302.31	21,550.00	15.32%	18,247.69
Repair & Maintenance	5,417.38	4,873.75	543.63	10,334.26	58,500.00	17.67%	48,165.74
Police Department Totals	85,058.38	99,233.05	(14,174.67)	330,565.33	1,231,030.00	26.85%	900,464.67

100 - General Fund Public Works	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Personnel	17,137.95	20,581.59	(3,443.64)	65,614.52	277,075.00	23.68%	211,460.48
Supplies	6,339.44	14,365.50	(8,026.06)	42,312.78	172,455.00	24.54%	130,142.22
Repair & Maintenance	3,628.67	6,372.48	(2,743.81)	12,606.97	76,500.00	16.48%	63,893.03
Contract & Professional Services	963.26	1,686.82	(723.56)	1,161.84	20,250.00	5.74%	19,088.16
Capital Outlay	0.00	12,046.25	(12,046.25)	103,876.58	152,065.00	68.31%	48,188.42
Utilities	426.19	566.44	(140.25)	1,143.71	6,800.00	16.82%	5,656.29
Miscellaneous	1,088.80	0.00	1,088.80	1,088.80	0.00	0.00%	(1,088.80)
Public Works Totals	29,584.31	55,619.08	(26,034.77)	227,805.20	705,145.00	32.31%	477,339.80

100 - General Fund Municipal Court	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Personnel	4,637.12	4,649.35	(12.23)	16,534.67	60,810.00	27.19%	44,275.33
Supplies	278.40	154.10	124.30	581.15	1,850.00	31.41%	1,268.85
Repair & Maintenance	271.11	166.60	104.51	551.41	2,000.00	27.57%	1,448.59

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Contract & Professional Services	2,792.89	2,969.27	(176.38)	10,071.47	35,635.00	28.26%	25,563.53
Miscellaneous	0.00	83.30	(83.30)	50.71	1,000.00	5.07%	949.29
Municipal Court Totals	7,979.52	8,022.62	(43.10)	27,789.41	101,295.00	27.43%	73,505.59

100 - General Fund Development Services	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Personnel	14,536.53	16,694.95	(2,158.42)	54,526.08	215,770.00	25.27%	161,243.92
Supplies	672.67	324.87	347.80	971.39	3,900.00	24.91%	2,928.61
Repair & Maintenance	201.56	166.60	34.96	309.16	2,000.00	15.46%	1,690.84
Contract & Professional Services	14,483.43	15,960.06	(1,476.63)	51,633.88	191,525.00	26.96%	139,891.12
Capital Outlay	0.00	416.67	(416.67)	0.00	5,000.00	0.00%	5,000.00
Utilities	86.24	88.29	(2.05)	172.48	1,060.00	16.27%	887.52
Miscellaneous	1,236.90	41.67	1,195.23	1,236.90	500.00	247.38%	(736.90)
Development Services Totals	31,217.33	33,693.11	(2,475.78)	108,849.89	419,755.00	25.93%	310,905.11

100 - General Fund Animal Control	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Personnel	7,422.28	8,190.35	(768.07)	28,726.57	109,345.00	26.27%	80,618.43
Supplies	109.90	864.22	(754.32)	2,435.03	10,375.00	23.47%	7,939.97
Repair & Maintenance	1,822.11	2,665.60	(843.49)	4,041.69	32,000.00	12.63%	27,958.31
Contract & Professional Services	1,073.41	849.78	223.63	1,994.65	10,200.00	19.56%	8,205.35
Utilities	1,008.19	1,307.81	(299.62)	2,307.26	15,700.00	14.70%	13,392.74
Animal Control Totals	11,435.89	13,877.76	(2,441.87)	39,505.20	177,620.00	22.24%	138,114.80

100 - General Fund General Non-Departmental	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Contract & Professional Services	16,084.41	14,831.46	1,252.95	23,373.41	102,300.00	22.85%	78,926.59

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Debt Service	0.00	0.00	0.00	0.00	4,000.00	0.00%	4,000.00
Miscellaneous	847.63	1,250.00	(402.37)	23,559.84	71,055.00	33.16%	47,495.16
Transfers Out	0.00	275,250.00	(275,250.00)	0.00	1,101,000.00	0.00%	1,101,000.00
Personnel	63.66	0.00	63.66	2,576.77	4,000.00	64.42%	1,423.23
General Non-Departmental Totals	<u>16,995.70</u>	<u>291,331.46</u>	<u>(274,335.76)</u>	<u>49,510.02</u>	<u>1,282,355.00</u>	<u>3.86%</u>	<u>1,232,844.98</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	12.00	87.50	(75.50)	122.00	1,050.00	11.62%	928.00
Mayor & Council Totals	<u>12.00</u>	<u>87.50</u>	<u>(75.50)</u>	<u>122.00</u>	<u>3,050.00</u>	<u>4.00%</u>	<u>2,928.00</u>

100 - General Fund Fire Department	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Repair & Maintenance	4,021.30	6,139.61	(2,118.31)	15,307.66	73,705.00	20.77%	58,397.34
Contract & Professional Services	1,398.86	1,970.46	(571.60)	10,812.37	23,655.00	45.71%	12,842.63
Utilities	2,356.59	2,865.52	(508.93)	5,218.39	34,400.00	15.17%	29,181.61
Miscellaneous	69.16	1,277.82	(1,208.66)	10,114.12	15,340.00	65.93%	5,225.88
Personnel	17,154.73	31,279.93	(14,125.20)	62,222.65	425,335.00	14.63%	363,112.35
Supplies	138.09	4,673.54	(4,535.45)	292.38	56,100.00	0.52%	55,807.62
Fire Department Totals	<u>25,138.73</u>	<u>48,206.88</u>	<u>(23,068.15)</u>	<u>103,967.57</u>	<u>628,535.00</u>	<u>16.54%</u>	<u>524,567.43</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	7,060.14	1,137.05	5,923.09	9,550.16	13,650.00	69.96%	4,099.84
Utilities	3,700.10	627.24	3,072.86	6,513.98	87,530.00	7.44%	81,016.02

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Repair & Maintenance	475.87	1,603.57	(1,127.70)	3,492.84	19,250.00	18.14%	15,757.16
Contract & Professional Services	7.20	24.99	(17.79)	7.20	300.00	2.40%	292.80
Capital Outlay	0.00	7,163.00	(7,163.00)	4,800.00	85,985.00	5.58%	81,185.00
Park Maintenance Totals	<u>11,243.31</u>	<u>10,555.85</u>	<u>687.46</u>	<u>24,364.18</u>	<u>206,715.00</u>	<u>11.79%</u>	<u>182,350.82</u>

100 - General Fund Community Service	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Utilities	3,863.41	3,415.30	448.11	7,735.63	41,000.00	18.87%	33,264.37
Community Events	2,618.79	0.00	2,618.79	2,618.79	25,000.00	10.48%	22,381.21
Miscellaneous	3,197.73	3,021.58	176.15	13,773.73	47,865.00	28.78%	34,091.27
Contract & Professional Services	<u>26,142.22</u>	<u>26,666.67</u>	<u>(524.45)</u>	<u>78,702.81</u>	<u>320,000.00</u>	<u>24.59%</u>	<u>241,297.19</u>
Community Service Totals	<u>35,822.15</u>	<u>33,103.55</u>	<u>2,718.60</u>	<u>102,830.96</u>	<u>433,865.00</u>	<u>23.70%</u>	<u>331,034.04</u>

100 - General Fund Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Personnel	37,509.58	40,379.47	(2,869.89)	137,495.87	523,940.00	26.24%	386,444.13
Supplies	21,381.39	1,245.32	20,136.07	22,770.36	23,950.00	95.07%	1,179.64
Repair & Maintenance	6,773.41	2,563.14	4,210.27	10,257.28	30,770.00	33.34%	20,512.72
Contract & Professional Services	379.92	499.80	(119.88)	15,735.69	59,465.00	26.46%	43,729.31
Utilities	2,210.73	2,713.17	(502.44)	5,729.17	32,570.00	17.59%	26,840.83
Miscellaneous	<u>1,356.80</u>	<u>958.28</u>	<u>398.52</u>	<u>1,791.80</u>	<u>11,500.00</u>	<u>15.58%</u>	<u>9,708.20</u>
Administration Totals	<u>69,611.83</u>	<u>48,359.18</u>	<u>21,252.65</u>	<u>193,780.17</u>	<u>682,195.00</u>	<u>28.41%</u>	<u>488,414.83</u>
Expense Totals	<u>324,099.15</u>	<u>642,090.04</u>	<u>(317,990.89)</u>	<u>1,209,089.93</u>	<u>5,871,560.00</u>	<u>20.59%</u>	<u>4,662,470.07</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	26,142.22	26,666.67	(524.45)	78,702.81	320,000.00	24.59%	241,297.19
100-01-5711 CS Street Lights	3,863.41	3,415.30	448.11	7,735.63	41,000.00	18.87%	33,264.37
100-01-5800 CS Holiday Events	2,618.79	0.00	2,618.79	2,618.79	25,000.00	10.48%	22,381.21
100-01-5900 CS Library Operating	1,775.00	1,772.08	2.92	7,100.00	21,265.00	33.39%	14,165.00
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	50.00	0.00	50.00	157.65	5,000.00	3.15%	4,842.35
100-01-5905 CS Quarterly City Newsletter	1,372.73	1,249.50	123.23	6,516.08	15,000.00	43.44%	8,483.92
Community Service Totals	<u>35,822.15</u>	<u>33,103.55</u>	<u>2,718.60</u>	<u>102,830.96</u>	<u>433,865.00</u>	<u>23.70%</u>	<u>331,034.04</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	63.66	0.00	63.66	2,576.77	4,000.00	64.42%	1,423.23
100-02-5402 ND Legal Services	5,379.00	4,165.00	1,214.00	12,668.00	50,000.00	25.34%	37,332.00
100-02-5403 ND Ordinance Codification	0.00	516.46	(516.46)	0.00	6,200.00	0.00%	6,200.00
100-02-5420 ND Central Appraisal District	10,705.41	10,150.00	555.41	10,705.41	40,600.00	26.37%	29,894.59
100-02-5421 ND County Assessor -	0.00	0.00	0.00	0.00	5,500.00	0.00%	5,500.00
100-02-5500 ND Debt Service & Reports	0.00	0.00	0.00	0.00	4,000.00	0.00%	4,000.00
100-02-5940 ND Liability Insurance	0.00	0.00	0.00	6,312.00	25,650.00	24.61%	19,338.00
100-02-5941 ND Property Insurance	0.00	0.00	0.00	6,988.25	30,405.00	22.98%	23,416.75
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	847.63	0.00	847.63	9,589.59	0.00	0.00%	(9,589.59)
100-02-5979 Transfer To Capital	0.00	275,250.00	(275,250.00)	0.00	1,101,000.00	0.00%	1,101,000.00
General Non-Departmental Totals	16,995.70	291,331.46	(274,335.76)	49,510.02	1,282,355.00	3.86%	1,232,844.98

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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	12.00	4.17	7.83	12.00	50.00	24.00%	38.00
100-03-5262 M/C Events & Awards	0.00	83.33	(83.33)	110.00	1,000.00	11.00%	890.00
Mayor & Council Totals	12.00	87.50	(75.50)	122.00	3,050.00	4.00%	2,928.00

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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	33,099.87	32,506.32	593.55	114,410.05	422,160.00	27.10%	307,749.95
100-04-5112 AD Worker's Comp	0.00	0.00	0.00	261.37	1,140.00	22.93%	878.63
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	482.52	540.15	(57.63)	1,647.93	7,015.00	23.49%	5,367.07
100-04-5130 AD Benefits	1,908.70	4,877.21	(2,968.51)	9,655.53	58,550.00	16.49%	48,894.47
100-04-5140 AD TMRS	1,998.49	1,914.22	84.27	6,831.19	24,860.00	27.48%	18,028.81
100-04-5150 AD Training & Travel	(60.00)	275.00	(335.00)	450.00	5,000.00	9.00%	4,550.00
100-04-5160 AD Dues & Memberships	80.00	249.90	(169.90)	2,027.80	3,000.00	67.59%	972.20
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	478.71	345.69	133.02	1,368.91	4,150.00	32.99%	2,781.09
100-04-5221 AD Printing	432.26	118.70	313.56	432.26	1,425.00	30.33%	992.74
100-04-5222 AD Postage	270.80	147.85	122.95	270.80	1,775.00	15.26%	1,504.20
100-04-5240 AD Election Expenses	18,864.62	0.00	18,864.62	19,471.62	9,000.00	216.35%	(10,471.62)
100-04-5250 AD Office Equip & Furniture	1,335.00	591.43	743.57	1,226.77	7,100.00	17.28%	5,873.23
100-04-5330 AD Building R & M	5,402.35	1,666.00	3,736.35	7,600.42	20,000.00	38.00%	12,399.58
100-04-5350 AD Office Equipment R & M	1,371.06	897.14	473.92	2,656.86	10,770.00	24.67%	8,113.14
100-04-5402 AD IT Services	379.92	499.80	(119.88)	1,021.69	6,000.00	17.03%	4,978.31
100-04-5403 AD Accounting & Audit	0.00	0.00	0.00	1,700.00	26,000.00	6.54%	24,300.00
100-04-5404 AD Contract Services	0.00	0.00	0.00	4,126.50	6,200.00	66.56%	2,073.50
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	2,054.33	2,499.00	(444.67)	5,416.37	30,000.00	18.05%	24,583.63
100-04-5750 AD Mobile Technology	156.40	214.17	(57.77)	312.80	2,570.00	12.17%	2,257.20
100-04-5909 AD Miscellaneous	0.00	124.95	(124.95)	0.00	1,500.00	0.00%	1,500.00
100-04-5931 AD Publishing Legal Notices	0.00	833.33	(833.33)	435.00	10,000.00	4.35%	9,565.00
100-04-5945 AD COVID-19	1,356.80	0.00	1,356.80	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	69,611.83	48,359.18	21,252.65	193,780.17	682,195.00	28.41%	488,414.83

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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	46,717.62	60,186.66	(13,469.04)	189,503.04	781,645.00	24.24%	592,141.96
100-05-5111 PD Overtime	2,021.03	2,083.33	(62.30)	4,141.70	25,000.00	16.57%	20,858.30
100-05-5112 PD Worker's Comp	0.00	0.00	0.00	4,744.17	19,950.00	23.78%	15,205.83
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	934.15	1,070.68	(136.53)	3,679.27	13,905.00	26.46%	10,225.73
100-05-5130 PD Benefits	4,166.00	7,664.43	(3,498.43)	15,422.62	92,010.00	16.76%	76,587.38
100-05-5140 PD TMRS	3,091.53	3,654.03	(562.50)	11,151.94	47,455.00	23.50%	36,303.06
100-05-5150 PD Training & Travel	(464.72)	1,016.26	(1,480.98)	401.89	12,200.00	3.29%	11,798.11
100-05-5160 PD Dues/Memberships	25.00	0.00	25.00	650.00	1,390.00	46.76%	740.00
100-05-5161 PD Surety Bonds	0.00	8.33	(8.33)	0.00	100.00	0.00%	100.00
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	387.38	433.16	(45.78)	843.20	5,200.00	16.22%	4,356.80
100-05-5215 PD Law Enforcement	254.89	316.54	(61.65)	539.03	3,800.00	14.19%	3,260.97
100-05-5217 PD Criminal Investigation	150.00	333.20	(183.20)	1,050.00	4,000.00	26.25%	2,950.00
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	394.22	229.17	165.05	563.14	2,750.00	20.48%	2,186.86
100-05-5222 PD Postage	11.60	41.67	(30.07)	57.80	500.00	11.56%	442.20
100-05-5250 PD Equipment & Furniture	0.00	166.60	(166.60)	0.00	2,000.00	0.00%	2,000.00
100-05-5260 PD Vests/Safety Equipment	249.14	250.00	(0.86)	249.14	3,000.00	8.30%	2,750.86
100-05-5310 PD Fuel, Oil & Service	3,228.03	1,666.67	1,561.36	4,789.22	20,000.00	23.95%	15,210.78
100-05-5310 PD Vehicle R & M	1,039.65	1,041.25	(1.60)	3,242.99	12,500.00	25.94%	9,257.01
100-05-5320 PD Equipment R & M	231.18	83.33	147.85	231.18	1,000.00	23.12%	768.82
100-05-5330 PD Building R & M	918.52	2,082.50	(1,163.98)	2,070.87	25,000.00	8.28%	22,929.13
100-05-5351 PD Copier/Support	602.77	541.45	61.32	1,559.51	6,500.00	23.99%	4,940.49
100-05-5402 PD IT Services	446.49	524.79	(78.30)	1,277.47	6,300.00	20.28%	5,022.53

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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	475.00	0.00	475.00	48,945.76	71,000.00	68.94%	22,054.24
100-05-5408 PD Reporting System	5,212.70	9,000.00	(3,787.30)	5,212.70	30,000.00	17.38%	24,787.30
100-05-5601 PD Capital Outlay <\$5,000	6,554.78	4,839.78	1,715.00	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	1,079.03	1,249.50	(170.47)	2,468.44	15,000.00	16.46%	12,531.56
100-05-5750 PD Mobile Technology	381.35	691.39	(310.04)	935.78	8,300.00	11.27%	7,364.22
100-05-5909 PD Miscellaneous	0.00	33.33	(33.33)	0.00	400.00	0.00%	400.00
100-05-5945 PD COVID-19	6,951.04	0.00	6,951.04	7,545.94	0.00	0.00%	(7,545.94)
Police Department Totals	85,058.38	99,233.05	(14,174.67)	330,565.33	1,231,030.00	26.85%	900,464.67

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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	14,727.76	16,105.70	(1,377.94)	50,150.83	209,165.00	23.98%	159,014.17
100-06-5111 PW Overtime	11.50	149.94	(138.44)	3,030.03	1,800.00	168.34%	(1,230.03)
100-06-5112 PW Worker's Comp	0.00	0.00	0.00	2,393.38	11,880.00	20.15%	9,486.62
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	330.08	303.38	26.70	989.71	3,940.00	25.12%	2,950.29
100-06-5130 PW Benefits	1,145.22	3,065.85	(1,920.63)	4,764.28	36,805.00	12.94%	32,040.72
100-06-5140 PW TMRS	923.39	956.72	(33.33)	3,230.29	12,425.00	26.00%	9,194.71
100-06-5213 PW Uniforms	942.45	499.80	442.65	1,522.87	6,000.00	25.38%	4,477.13
100-06-5220 PW Office Supplies	0.00	24.99	(24.99)	129.98	300.00	43.33%	170.02
100-06-5261 PW Equipment Rental	140.87	83.30	57.57	140.87	1,000.00	14.09%	859.13
100-06-5270 PW Street Supplies &	5,256.12	13,757.41	(8,501.29)	40,519.06	165,155.00	24.53%	124,635.94
100-06-5310 PW Fuel, Oil & Service	2,183.37	1,249.50	933.87	3,928.88	15,000.00	26.19%	11,071.12
100-06-5310 PW Vehicle R & M	88.09	1,082.90	(994.81)	1,616.70	13,000.00	12.44%	11,383.30
100-06-5320 PW Equipment R & M	505.73	2,415.70	(1,909.97)	2,941.41	29,000.00	10.14%	26,058.59
100-06-5330 PW Building R & M	195.68	1,082.90	(887.22)	1,396.30	13,000.00	10.74%	11,603.70
100-06-5331 PW Sign R & M	655.80	483.14	172.66	2,723.68	5,800.00	46.96%	3,076.32
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)	0.00	200.00	0.00%	200.00
100-06-5402 PW IT Services	106.49	170.76	(64.27)	305.07	2,050.00	14.88%	1,744.93
100-06-5404 PW Contract Service	856.77	1,516.06	(659.29)	856.77	18,200.00	4.71%	17,343.23
100-06-5600 PW Capital Outlay >\$5,000	0.00	4,971.25	(4,971.25)	0.00	19,885.00	0.00%	19,885.00
100-06-5601 PW Capital Outlay <\$5,000	0.00	7,075.00	(7,075.00)	0.00	28,300.00	0.00%	28,300.00
100-06-5611 PW Principal Payments	0.00	0.00	0.00	90,689.97	90,815.00	99.86%	125.03
100-06-5612 PW Interest Expense	0.00	0.00	0.00	13,186.61	13,065.00	100.93%	(121.61)
100-06-5710 PW Building Utilities	333.87	416.50	(82.63)	774.43	5,000.00	15.49%	4,225.57
100-06-5750 PW Mobile Technology	92.32	149.94	(57.62)	369.28	1,800.00	20.52%	1,430.72

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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	1,088.80	0.00	1,088.80	1,088.80	0.00	0.00%	(1,088.80)
Public Works Totals	29,584.31	55,619.08	(26,034.77)	227,805.20	705,145.00	32.31%	477,339.80

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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	3,659.42	(3.42)	12,796.00	47,525.00	26.92%	34,729.00
100-07-5111 MC Overtime	137.08	50.00	87.08	137.08	600.00	22.85%	462.92
100-07-5112 MC Worker's Comp	0.00	0.00	0.00	48.80	120.00	40.67%	71.20
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	87.31	65.83	21.48	311.90	855.00	36.48%	543.10
100-07-5130 MC Benefits	381.74	469.39	(87.65)	1,333.60	5,635.00	23.67%	4,301.40
100-07-5140 MC TMRS	219.99	221.37	(1.38)	802.29	2,875.00	27.91%	2,072.71
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	55.00	0.00	55.00	55.00	100.00	55.00%	45.00
100-07-5161 MC Surety Bonds	100.00	16.67	83.33	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	209.00	54.14	154.86	497.36	650.00	76.52%	152.64
100-07-5222 MC Postage	69.40	83.30	(13.90)	69.40	1,000.00	6.94%	930.60
100-07-5350 MC Office Equipment R & M	271.11	166.60	104.51	551.41	2,000.00	27.57%	1,448.59
100-07-5401 MC IT Service	92.89	102.87	(9.98)	271.47	1,235.00	21.98%	963.53
100-07-5402 MC Legal Services	500.00	499.80	0.20	1,000.00	6,000.00	16.67%	5,000.00
100-07-5404 MC Judge Contract Services	2,200.00	2,200.00	0.00	8,800.00	26,400.00	33.33%	17,600.00
100-07-5410 MC Warrant Collection Fee	0.00	166.60	(166.60)	0.00	2,000.00	0.00%	2,000.00
100-07-5910 MC Warrant Entry Fees	0.00	83.30	(83.30)	50.71	1,000.00	5.07%	949.29
Municipal Court Totals	7,979.52	8,022.62	(43.10)	27,789.41	101,295.00	27.43%	73,505.59

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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	11,950.06	13,154.29	(1,204.23)	44,959.79	170,835.00	26.32%	125,875.21
100-08-5111 DS Overtime	84.66	41.67	42.99	137.58	500.00	27.52%	362.42
100-08-5112 DS Worker's Comp	0.00	0.00	0.00	168.79	745.00	22.66%	576.21
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	148.14	236.77	(88.63)	523.38	3,075.00	17.02%	2,551.62
100-08-5130 DS Benefits	1,498.90	2,044.18	(545.28)	5,236.19	24,540.00	21.34%	19,303.81
100-08-5140 DS TMRS	769.77	776.54	(6.77)	2,727.35	10,085.00	27.04%	7,357.65
100-08-5150 DS Training & Travel	85.00	399.84	(314.84)	85.00	4,800.00	1.77%	4,715.00
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	0.00	16.67	(16.67)	0.00	200.00	0.00%	200.00
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)	65.38	900.00	7.26%	834.62
100-08-5221 DS Printing	482.50	58.31	424.19	482.50	700.00	68.93%	217.50
100-08-5222 DS Postage	73.50	33.32	40.18	73.50	400.00	18.38%	326.50
100-08-5250 DS Office Equip & Furniture	116.67	116.62	0.05	350.01	1,400.00	25.00%	1,049.99
100-08-5310 DS Fuel, Oil & Service	175.06	124.95	50.11	282.66	1,500.00	18.84%	1,217.34
100-08-5310 DS Vehicle R & M	26.50	41.65	(15.15)	26.50	500.00	5.30%	473.50
100-08-5402 DS IT Services	113.69	107.04	6.65	332.22	1,285.00	25.85%	952.78
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	1,678.00	208.25	1,469.75	2,000.00	2,500.00	80.00%	500.00
100-08-5406 DS Nuisance Abatement	0.00	166.67	(166.67)	400.00	2,000.00	20.00%	1,600.00
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	86.24	88.29	(2.05)	172.48	1,060.00	16.27%	887.52
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	10,214.74	8,030.83	2,183.91	39,671.66	96,370.00	41.17%	56,698.34
100-08-5933 DS Planning	2,477.00	4,396.25	(1,919.25)	2,615.00	52,755.00	4.96%	50,140.00

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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	1,236.90	0.00	1,236.90	1,236.90	0.00	0.00%	(1,236.90)
Development Services Totals	31,217.33	33,693.11	(2,475.78)	108,849.89	419,755.00	25.93%	310,905.11

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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	6,194.00	6,200.81	(6.81)	21,839.06	80,530.00	27.12%	58,690.94
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	698.78	2,900.00	24.10%	2,201.22
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	100.20	127.05	(26.85)	369.45	1,650.00	22.39%	1,280.55
100-09-5130 AC Benefits	763.48	1,063.74	(300.26)	2,667.20	12,770.00	20.89%	10,102.80
100-09-5140 AC TMRS	364.60	363.44	1.16	1,374.02	4,720.00	29.11%	3,345.98
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)	113.04	1,050.00	10.77%	936.96
100-09-5220 AC Office Supplies	0.00	62.47	(62.47)	288.10	750.00	38.41%	461.90
100-09-5222 AC Postage	94.90	45.81	49.09	94.90	550.00	17.25%	455.10
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)	0.00	1,600.00	0.00%	1,600.00
100-09-5282 AC Medical Supplies	0.00	485.22	(485.22)	1,745.00	5,825.00	29.96%	4,080.00
100-09-5284 AC Rabies Vouchers	15.00	33.32	(18.32)	50.00	400.00	12.50%	350.00
100-09-5310 AC Fuel, Oil & Service	142.16	166.60	(24.44)	240.54	2,000.00	12.03%	1,759.46
100-09-5310 AC Vehicle R & M	522.48	666.40	(143.92)	522.48	8,000.00	6.53%	7,477.52
100-09-5330 AC Animal Food	537.61	249.90	287.71	1,249.15	3,000.00	41.64%	1,750.85
100-09-5330 AC Building R & M	619.86	1,582.70	(962.84)	2,029.52	19,000.00	10.68%	16,970.48
100-09-5402 AC IT Services	320.09	349.86	(29.77)	938.67	4,200.00	22.35%	3,261.33
100-09-5404 AC Contract Services	232.13	208.25	23.88	534.79	2,500.00	21.39%	1,965.21
100-09-5408 AC Professional Services	521.19	291.67	229.52	521.19	3,500.00	14.89%	2,978.81
100-09-5710 AC Utilities	915.87	1,207.85	(291.98)	1,984.14	14,500.00	13.68%	12,515.86
100-09-5750 AC Mobile Technology	92.32	99.96	(7.64)	323.12	1,200.00	26.93%	876.88

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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
Animal Control Totals	11,435.89	13,877.76	(2,441.87)	39,505.20	177,620.00	22.24%	138,114.80

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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	12,929.60	22,645.70	(9,716.10)	45,253.60	294,100.00	15.39%	248,846.40
100-10-5112 FD Worker's Comp	0.00	0.00	0.00	2,699.46	18,485.00	14.60%	15,785.54
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	185.30	395.39	(210.09)	654.41	5,135.00	12.74%	4,480.59
100-10-5130 FD Benefits	386.72	2,554.81	(2,168.09)	1,348.54	30,670.00	4.40%	29,321.46
100-10-5140 FD TMRS	751.24	1,329.02	(577.78)	2,652.78	17,260.00	15.37%	14,607.22
100-10-5150 FD Training & Travel	46.20	1,261.99	(1,215.79)	46.20	15,150.00	0.30%	15,103.80
100-10-5160 FD Dues & Memberships	1,396.04	510.62	885.42	1,952.24	6,130.00	31.85%	4,177.76
100-10-5180 FD Incentive	1,459.63	2,332.40	(872.77)	2,303.42	28,000.00	8.23%	25,696.58
100-10-5181 FD Staff Immunizations	0.00	250.00	(250.00)	0.00	3,000.00	0.00%	3,000.00
100-10-5182 FD Insurance (VFIS)	0.00	0.00	0.00	4,908.00	7,000.00	70.11%	2,092.00
100-10-5213 FD Uniforms	0.00	499.80	(499.80)	0.00	6,000.00	0.00%	6,000.00
100-10-5218 FD Awards	0.00	125.00	(125.00)	0.00	1,500.00	0.00%	1,500.00
100-10-5220 FD Office Supplies	104.49	124.95	(20.46)	258.78	1,500.00	17.25%	1,241.22
100-10-5222 FD Postage	33.60	8.33	25.27	33.60	100.00	33.60%	66.40
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	0.00	416.50	(416.50)	0.00	5,000.00	0.00%	5,000.00
100-10-5291 FD EMS Supplies	0.00	833.33	(833.33)	0.00	10,000.00	0.00%	10,000.00
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	832.87	749.70	83.17	1,198.69	9,000.00	13.32%	7,801.31
100-10-5310 FD Vehicle R & M	0.00	2,082.50	(2,082.50)	2,170.00	25,000.00	8.68%	22,830.00
100-10-5320 FD Equipment R & M	2,685.24	1,544.79	1,140.45	8,698.20	18,545.00	46.90%	9,846.80
100-10-5330 FD Building R & M	108.51	1,071.65	(963.14)	2,407.29	12,865.00	18.71%	10,457.71
100-10-5350 FD Office Equipment R & M	394.68	690.97	(296.29)	833.48	8,295.00	10.05%	7,461.52
100-10-5402 FD IT Services	526.86	416.50	110.36	1,465.37	5,000.00	29.31%	3,534.63

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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
100-10-5404 FD Contract Services	872.00	1,553.96	(681.96)	9,347.00	18,655.00	50.10%	9,308.00
100-10-5710 FD Utilities	1,897.85	2,374.05	(476.20)	4,266.29	28,500.00	14.97%	24,233.71
100-10-5750 FD Mobile Technology	458.74	491.47	(32.73)	952.10	5,900.00	16.14%	4,947.90
100-10-5908 FD Emergency Management	34.80	1,236.17	(1,201.37)	10,079.76	14,840.00	67.92%	4,760.24
100-10-5909 FD Miscellaneous	34.36	41.65	(7.29)	34.36	500.00	6.87%	465.64
Fire Department Totals	25,138.73	48,206.88	(23,068.15)	103,967.57	628,535.00	16.54%	524,567.43

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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
100-11-5112 PK Worker's Comp	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
100-11-5213 PK Uniforms	476.96	124.95	352.01	597.41	1,500.00	39.83%	902.59
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	6,583.18	999.60	5,583.58	8,911.82	12,000.00	74.27%	3,088.18
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	125.37	208.25	(82.88)	315.36	2,500.00	12.61%	2,184.64
100-11-5310 PK Vehicle R & M	7.50	83.30	(75.80)	41.25	1,000.00	4.13%	958.75
100-11-5320 PK Equipment R & M	0.00	125.00	(125.00)	889.30	1,500.00	59.29%	610.70
100-11-5330 PK Building R & M	45.00	499.80	(454.80)	80.95	6,000.00	1.35%	5,919.05
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)	219.94	1,000.00	21.99%	780.06
100-11-5340 PK Irrigation R & M	250.00	249.90	0.10	1,946.04	3,000.00	64.87%	1,053.96
100-11-5402 PK IT Services	7.20	24.99	(17.79)	7.20	300.00	2.40%	292.80
100-11-5600 PK Capital Outlay >\$5,000	0.00	6,030.50	(6,030.50)	4,800.00	72,395.00	6.63%	67,595.00
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	321.90	499.80	(177.90)	761.80	6,000.00	12.70%	5,238.20
100-11-5715 PK Park Utilities	3,329.95	0.00	3,329.95	5,655.68	80,000.00	7.07%	74,344.32
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	48.25	77.46	(29.21)	96.50	930.00	10.38%	833.50
Park Maintenance Totals	11,243.31	10,555.85	687.46	24,364.18	206,715.00	11.79%	182,350.82
Expense Totals	324,099.15	642,090.04	(317,990.89)	1,209,089.93	5,871,560.00	20.59%	4,662,470.07



**City Council Agenda
January 21, 2021**

**Agenda Item:D2 Ordinance (Discussion Item)
 Sub-Standard**

Agenda Description:

Review and Adoption of new Ordinance for sub-standard structures.

Background Information:

Re-write brings the ordinance into compliance with recently changes in State law.

Financial Information:

City Contact and Recommendations:

Mike Peacock.

Staff Recommends Approval.

Attachments:

ARTICLE 3.03 SUBSTANDARD AND DANGEROUS BUILDINGS

Sec. 3.03.001 Purpose, scope and title

(a) Purpose. It is the purpose of this article to implement the provisions of chapter 214 of the Texas Local Government Code and to provide a just, equitable and practical method, to be cumulative with and in addition to any other remedy provided by the building code, electrical code, fire code, mechanical code, plumbing code, or International Property Maintenance Code, or otherwise available at law, whereby buildings, as defined herein, which from any cause endanger the life, limb, health, morals, property, safety or welfare of the general public or their occupants may be required to be repaired, vacated, demolished, removed or secured.

(b) Scope. The provisions of this article shall apply to all buildings which are hereinafter defined as dangerous or substandard buildings, whether now in existence or whether they may hereafter become dangerous or substandard.

(c) Title. This article shall be known as the property maintenance ordinance and may be cited and referred to as such.

Sec. 3.03.002 Definitions

Building. Any structure used or intended for supporting or sheltering any use or occupancy as well as any fence, awning, canopy, sign, shed, garage, house, tent or other structure whatsoever.

Building board of appeals (sometimes referred to as "the board"). The zoning board of adjustment of the city, which in addition to other duties imposed upon it by law, is hereby authorized to act to carry out all duties necessary to implement the provisions of this article.

Building code. The building code applicable to the structure in question, as adopted and amended by the city.

Building official. The person designated by the city manager to enforce this article.

City. The City of Joshua, Texas.

City code. The code of ordinances of the City of Joshua, Texas.

City Manager. The city manager of the City of Joshua, Texas.

Dwelling. Any enclosed space wholly or partly used or intended to be used for human habitation, living, sleeping, cooking, and eating and shall include any outhouse or appurtenance belonging thereto. Industrialized housing and modular construction which conform to nationally accepted industry standards, as defined by HUD and used or intended for use for living, sleeping, cooking, and eating purposes shall be classified as dwellings.

Dwelling unit. A room or group of rooms located within a dwelling forming a single habitable unit with facilities used or intended to be used by a single family for human occupancy such as living, sleeping, cooking, and eating purposes.

Electrical code. The electrical code applicable to the structure in question, as adopted and amended by the city.

Fire chief. The fire chief of the City of Joshua, Texas.

Fire code. The fire code applicable to the structure in question, as adopted and amended by the city.

Housing code. The housing code applicable to the structure in question, as adopted by the city.

Mechanical code. The mechanical code applicable to the structure in question, as adopted and amended by the city.

Owner. Any person who, alone, or jointly or severally with others:

- (1) Has legal title to any premise, dwelling or dwelling unit, with or without actual possession thereof;
or
- (2) Has charge, care, custody or control of any premise, dwelling or dwelling unit, as owner or agent of the owner, or an executor, administrator, trustee, or guardian of the estate of the owner. Any such person thus representing the actual owner shall be bound to comply with the provisions of this article and the rules and regulations adopted pursuant thereto, to the same extent as if he were the owner. Where owners are siblings, relatives or family members, not individually identified on any legal document of record, after a due diligence search as provided herein, notice to one owner shall be deemed notice to all owners.

Plumbing code. The plumbing code applicable to the structure in question, as adopted and amended by the city.

Substandard building or substandard structure. Any dwelling, dwelling unit, building or other structure which has any or all of the defects and deficiencies as defined herein.

Additionally, the definitions contained in chapter 2, sections 201 and 202 of the 2015 International Property Maintenance Code, promulgated by the International Code Council, are hereby adopted for the implementation of this article.

Sec. 3.03.003 Criminal penalty

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this article shall be fined not more than two thousand dollars (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

Sec. 3.03.004 Enforcement

(a) Generally.

(1) Authority of building official. The building official is hereby authorized to enforce the provisions of this article. The building official shall have the power to render interpretations of this article and to adopt and enforce rules and supplemental regulations in order to clarify the application of its provisions. Such interpretations, rules and regulations shall be in conformity with the intent and purpose of this article.

(2) Authority to make inspections and take other actions. The building official, the fire chief or their designees, or other designee of the city manager, is hereby authorized to make such inspections and take such actions as may be required to enforce the provisions of this article.

(3) Right of entry. When it is necessary to make an inspection to enforce the provisions of this article, or when the building official or his designee has a reasonable cause to believe that there exists in a building or upon premises a condition which is contrary to or in violation of this article which makes the building or premises unsafe, dangerous, or hazardous, the building official or his designee may enter the building or premises at reasonable times to inspect or perform the duties imposed by this article; provided that, if such building or premises be occupied, credentials be presented to the occupant and entry requested. If such building or premises be unoccupied, the building official or his designee shall first make a reasonable effort to locate the owner or other person having charge or control of the building or premises and request entry. If entry is refused, the building official shall have recourse to the remedies provided by law to secure entry.

(b) Dangerous or substandard buildings declared nuisance. All buildings or portions thereof which are determined after inspection by the building official to be dangerous or substandard as defined by this article are hereby declared to be public nuisances and shall be abated by repair, vacation, demolition, removal or securing in accordance with the procedures specified in this article.

(c) Violations. It shall be unlawful for any person, firm or corporation to erect, construct, or use, occupy or maintain any building that is deemed herein to be a nuisance or cause or permit the same to be done in violation of this article.

(d) Inspections. All buildings within the scope of this article and all construction or work for which a permit is required shall be subject to inspection by the building official.

Sec. 3.03.005 Conditions constituting substandard building

(a) For the purposes of this article, any building, regardless of the date of its construction, which has any or all of the conditions or defects hereinafter described shall be deemed to be a substandard building, and a nuisance:

(1) Whenever any building is dilapidated, substandard, or unfit for human habitation and a hazard to the public health, safety and welfare in the opinion of the building official.

(2) Whenever any building, regardless of its structural condition, is unoccupied by its owners, lessees or other invitees and is unsecured from unauthorized entry to the extent that it could be entered or used by vagrants or other uninvited persons as a place of harborage or could be entered or used by children.

(3) Any building that is boarded up, fenced or otherwise secured in any manner if:

(A) The building constitutes a danger to the public even though secured from entry; or

(B) The means used to secure the building are inadequate to prevent unauthorized entry or use of the building in the manner described by subsection (a)(2) above.

(4) Whenever any building, because of obsolescence, dilapidated condition, deterioration, damage,

inadequate exits, lack of sufficient fire-resistive construction, faulty electric wiring, gas connections or heating apparatus, or other cause, is determined by the fire marshal to be a fire hazard.

(5) Whenever any building is in such a condition as to make a public nuisance known to the common law or in equity jurisprudence.

(6) Whenever any portion of a building remains on a site after the demolition or destruction of the building.

(7) Whenever any building is abandoned so as to constitute such building or portion thereof an attractive nuisance or hazard to the public.

(8) Any building constructed and still existing in violation of any provision of the building code, fire code, life safety code, plumbing code, mechanical code, electrical code, housing code, or International Property Maintenance Code of the city to the extent that the life, health or safety of the public or any occupant is endangered.

(b) For the purposes of this article, any building, regardless of the date of its construction, which has any or all of the conditions or defects hereinafter described to an extent that endangers the life, limb, health, property, safety or welfare of the public or the occupants thereof shall be deemed and hereby is declared to be a substandard building, and a nuisance:

(1) Whenever any door, aisle, passageway, stairway or other means of exit is not of sufficient width or size or is not so arranged as to provide safe and adequate means of exit in case of fire or panic.

(2) Whenever the walking surface of any aisle, passageway, stairway or other means of exit is so warped, worn, loose, torn or otherwise unsafe as to not provide safe and adequate means of exit in case of fire or panic.

(3) Whenever the stress in any materials, or members or portion thereof, due to all dead and live loads, is more than one and one-half times the working stress or stresses allowed in the building code for new buildings of similar structure, purpose or location.

(4) Whenever any portion thereof has been damaged by fire, earthquake, wind or flood, or by any other cause, to such an extent that the structural strength or stability thereof is materially less than it was before such catastrophe and is less than the minimum requirements of the building code for new buildings of similar structure, purpose or location.

(5) Whenever any portion or member or appurtenance thereof is likely to fail, or to become detached or dislodged, or to collapse and thereby injure persons or damage property.

(6) Whenever any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof, is not of sufficient strength or stability, or is not so anchored, attached or fastened in place, so as to be capable of resisting a wind pressure of one-half of that specified in the building code for new buildings of similar structure, purpose or location without exceeding the working stresses permitted in the building code for such buildings.

(7) Whenever any portion thereof has cracked, warped, buckled or settled to such an extent that walls or other structural portions have materially less resistance to wind or earthquakes than is required in the case of similar new construction.

(8) Whenever the building, or any portion thereof, because of dilapidation, deterioration or decay; faulty construction; the removal, movement or instability of any portion of the ground necessary for the purpose of supporting such building; the deterioration, decay or inadequacy of its foundation; or any other cause, is likely to partially or completely collapse.

(9) Whenever, for any reason, the building, or any portion thereof, is manifestly unsafe for the purpose for which it is being used.

(10) Whenever the exterior walls or other vertical structural members list, lean or buckle to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base.

(11) Whenever the building, exclusive of the foundation, shows 33 percent or more damage or deterioration of its supporting member or members, or 50 or more percent damage or deterioration of its nonsupporting members, enclosing or outside walls or coverings.

(12) Whenever the building has been so damaged by fire, wind, earthquake, flood or other causes, or has

become so dilapidated or deteriorated, as to become an attractive nuisance to children, or a harbor for vagrants, criminals or immoral persons.

(13) Whenever any building has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building provided by the building regulations of this jurisdiction, as specified in the building code, or of any law or ordinance of this state or jurisdiction relating to the condition, location or structure of buildings.

(14) Whenever any building, whether or not erected in accordance with all applicable laws and ordinances, has in any nonsupporting part, member or portion less than 50 percent, or in any supporting part, member or portion less than 66 percent, of the strength, fire-resisting qualities or characteristics, or weather-resisting qualities or characteristics required by law in the case of a newly constructed building of like area, height and occupancy in the same location.

(15) Whenever a building, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, air or sanitation facilities, or otherwise, is determined by the building official to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease for reasons including, but not limited to, the following:

- (A) Lack of or improper water closet, lavatory, bathtub or shower in a dwelling unit or lodging house.
- (B) Lack of or improper water closets, lavatories and bathtubs or showers per number of guests in a hotel.
- (C) Lack of or improper kitchen sink in a dwelling unit.
- (D) Lack of hot and cold running water to plumbing fixtures in a hotel.
- (E) Lack of hot and cold running water to plumbing fixtures in a dwelling unit or lodging house.
- (F) Lack of adequate heating facilities.
- (G) Lack of, or improper operation of, required ventilating equipment.
- (H) Lack of minimum amounts of natural light and ventilation required by this code.
- (I) Room and space dimensions less than required by the city code, the building code, or the housing code.
- (J) Lack of required electrical lighting.
- (K) Dampness of habitable rooms.
- (L) Infestation of insects, vermin or rodents.
- (M) General dilapidation or improper maintenance.
- (N) Lack of connection to required sewage disposal system.
- (O) Lack of adequate garbage and rubbish storage and removal facilities.

(c) Chapters 3 through 7 of the 2015 edition of the International Property Maintenance Code, published by the International Code Council, Inc., attached to Ordinance 653-2016 and incorporated herein for all municipal purposes and as amended herein, are hereby adopted by the city council to the extent they do not conflict with other provisions of this article. For purposes of this article, any building, regardless of its date of construction, which exists in violation of chapters 3 through 7 of the International Property Maintenance Code to an extent that endangers the life, limb, health, property, safety, or welfare of the public or the occupants thereof shall be deemed and hereby is declared to be a substandard building and a nuisance.

Sec. 3.03.006 Determination by building official

When the building official has inspected or caused to be inspected any building and has found and determined that the building is substandard, the building official may take any or all of the following actions, as he or she deems appropriate:

- (1) Issue notice to the owner that the building is substandard and must be repaired, listing the deficiencies, or issue notice to the record owner that the building is substandard and the nature and/or extent of the deficiencies make repair infeasible and the building must be demolished;
- (2) Issue citation(s) for violation(s) of this article;

- (3) Secure the building if permitted by section 3.03.013(a); or
- (4) Recommend to the board that abatement proceedings be commenced pursuant to section 3.03.007.

Sec. 3.03.007 Public hearing on abatement

(a) Commencement of proceedings. When the building official has found and determined that a building is a substandard building, the building official shall commence proceedings to cause the repair, vacation, relocation of occupants, removal, demolition or securing of the building.

(b) Public hearing required. A public hearing before the board shall be held to determine whether a building complies with the standards set out in section 3.03.005.

(c) Notice.

(1) Not less than ten (10) days prior to the date on which the hearing is set, the building official shall issue a notice of the public hearing directed to all known owners, lienholders, and mortgagees of the building as provided for herein. The notice shall contain:

- (a) The name and address of the owner of record;
- (b) The street address or legal description sufficient for identification of the premises upon which the building is located;
- (c) A statement that the building official has found the building to be substandard or dangerous, with a brief and concise description of the conditions found to render the building dangerous or substandard under the provisions of section 3.03.005;
- (d) A statement of the action recommended to be taken, as determined by the building official;
- (e) A statement that the owner, lienholder, or mortgagee will be required to submit at the hearing proof of the scope of any work that may be required to comply with this article, and the time it will take to reasonably perform the work;
- (f) Notice of the time and place of the public hearing; and
- (g) A statement that, if the building is found to be in violation of this article, the board may order that the building be vacated, secured, repaired, removed or demolished within a reasonable time.

(2) Notice shall be served upon the building's owner, lessor, lienholder, and mortgagees of record and occupant, if different than the owner of the building. Service of these notices shall be made upon all persons entitled thereto either personally or by mailing a copy of such notice by certified mail, return receipt requested, and an optional second copy by regular mail, to each such person at his address as it appears on the county tax rolls, or as discovered by due diligence, as defined by subsections (c)(2)(a)—(c)(2)(f) of this section, and the notice shall be posted on the front door of each improvement situated on the affected property or as close to the front door as practical. The following of these procedures shall be prima facie evidence of notification. If a certified notice is returned as refused or unclaimed, the validity of the notice is not affected, and the notice shall be deemed delivered. The city has satisfied the requirements of this section to make a diligent effort to determine the identity and address of an owner, a lienholder, or a mortgagee if the city searches the following records:

- (a) County real property records of the county in which the building is located;
- (b) Appraisal district records of the appraisal district in which the building is located;
- (c) Records of the secretary of state;
- (d) Assumed name records of the county in which the building is located;
- (e) City tax records; and
- (f) City utility records.

(d) Filing of notice. A copy of the notice and any administrative orders, or such orders as may be issued pursuant to these provisions, shall be filed with the county deed records in the county where the property is located. The notice must contain the name and address of the owner of the affected property if that information can be determined from a reasonable search of the instruments on file in the office of the county clerk, or upon a due diligence search as set forth herein, a legal description of the affected property, and a description of the proceeding. The filing of said notice and any said orders, is binding on subsequent grantees, lienholders, or other transferees of an interest in the property who acquire such interest after the filing of said notice or any said orders,

and constitutes notice of said hearing and notice of any said orders, on any subsequent recipient of any interest in the property who acquires such interest after the filing of said notice or filing of any said orders..

(e) Burden of proof. At the public hearing, the owner, lienholder and mortgagee have the burden of proof to establish the scope of any work that may be required to comply with this article, the time it will take to reasonably perform the work, and the financial ability and willingness of the owner, lienholder and/or mortgagee to perform the work with diligence and dispatch.

(f) Conduct of hearing. At an officially convened meeting, the board of appeals shall hold a public hearing, during which the owner of the building and all other interested persons may make their appearance and be heard. Any evidence may be received and considered by the board; provided, however, that the board shall not consider evidence as to the existence or extent of any deficiencies or code violations which were not identified in the notice to the record owner described in this section. The chairman of the board, or, in his/her absence, any officer designated by rules adopted by the board to preside at meetings, shall preside and shall determine all questions of order. The hearing may be adjourned from day to day or continued upon a majority vote of the board.

Sec. 3.03.008 Issuance of order by building board of appeals

(a) Findings of board.

(1) No violation. If the board, by a majority vote, finds upon evidence presented at the public hearing that the building is not in violation of standards set out in section 3.03.005, the board shall order that the enforcement action cease; provided, however, that such order shall neither prevent the building official from instituting a new enforcement action for other violations the building official alleges have been determined to exist, nor shall such order prevent the building official from instituting a new enforcement action for the same violations if the building official later determines that the conditions as determined by the board have materially changed as to such violations.

(2) Violations may be repaired. If the board, by a majority vote, finds upon evidence presented at the public hearing that the building is in violation of standards set out in section 3.03.005, that such conditions can reasonably be remedied by repair within a reasonable time, and that the owner, lienholder, or mortgagee is financially able and is willing to conduct or cause such repairs to be made within a reasonable time, the board shall identify the specific violations found to exist, and order that the owner, mortgagee or lienholder repair such violations, and, if necessary to the public safety, vacate, secure, or relocate the occupants, at the cost of the owner, lienholders, or mortgagees, within such reasonable times as determined by the board to be appropriate, as provided herein.

(3) Violations, building must be demolished. If the board, by a majority vote, finds upon evidence presented at the public hearing that the building is in violation of standards set out in section 3.03.005, and that such conditions cannot reasonably be remedied by repair, or that neither the owner, the lienholder, nor the mortgagee are financially able or willing to conduct or cause such repairs to be made within a reasonable time, the board shall identify the specific violations found to exist, and order that the owner, mortgagee or lienholder remove or demolish the structure, and, if necessary to the public safety, vacate, secure, or relocate the occupants, at the cost of the owner, lienholders, or mortgagees, within such reasonable times as determined by the board to be appropriate, as provided herein, or order such other relief as is permitted by this section.

(b) Time allowed to complete work.

(1) Unless the owner, lienholder, or mortgagee establishes at the hearing that the work cannot reasonably be performed within thirty (30) days, the order shall require the owner, lienholder or mortgagee of the building to, within thirty (30) days, and the lienholder or mortgagee to within an additional thirty (30) days if the owner does not comply, take one or more of the following actions:

- (A) Vacate the building;
- (B) Secure the building from unauthorized entry;
- (C) Repair the violations; and/or
- (D) Remove or demolish the building.

(2) If the owner, lienholder, or mortgagee establishes at the hearing that the work cannot reasonably be performed within thirty (30) days and the board allows the owner, lienholder or mortgagee more than thirty (30) days to repair, remove or demolish the building, the board shall establish specific time schedules as the board determines are appropriate for the commencement and performance of the work and shall require

the owner, lienholder or mortgagee to secure the property in a reasonable manner from unauthorized entry while the work is being performed.

(3) The board may not allow the owner, lienholder or mortgagee more than ninety (90) days to repair, remove or demolish the building or fully perform all work required to comply with the order unless the owner, lienholder or mortgagee:

(A) Submits a detailed plan and time schedule for the work at the hearing; and

(B) Establishes at the hearing that the work cannot be reasonably completed within ninety (90) days because of the scope and complexity of the work.

(4) If the board allows the owner, lienholder or mortgagee more than ninety (90) days to complete any part of the work required to repair, remove or demolish the building, the board shall require the owner, lienholder or mortgagee to regularly submit progress reports to the building official to demonstrate that the owner, lienholder or mortgagee has complied with the time schedules established for commencement and performance of the work. The order may require that the owner, lienholder or mortgagee appear before the board or the building official:

(A) To demonstrate compliance with the time schedules; and

(B) If the owner, lienholder or mortgagee owns property, including structures and improvements on property, within the city's boundaries that exceeds one hundred thousand dollars (\$100,000.00), to post cash or a surety bond or letter of credit or third party guarantee to cover the cost of the work ordered by the board.

(c) Contents of order. The order of the board must contain at a minimum:

(1) An identification, which is not required to be a legal description, of the building and the property on which it is located;

(2) A description of each violation of minimum standards present at the building;

(3) A description of each of the ordered actions, including a statement that the owner may repair, if determined feasible by the board, or demolish or remove at his option; and

(4) A statement that the city will vacate, secure, remove or demolish the building or relocate the occupants of the building if the ordered action is not taken within the time allowed.

Sec. 3.03.009 Notice of order of building board of appeals

(a) Mailing of order. After the public hearing, the building official shall promptly send by certified mail, return receipt requested, signature confirmation through the United States Postal Service, or personal delivery, a copy of the order to the owner and to any lienholder or mortgagee of the building, as determined by through the city's best efforts. For purposes of this section, the city has used its best, reasonable, or diligent effort if it has searched the county real property and assumed name records, appraisal district records, records of the secretary of state, and the city's tax and utility records. If the notice is mailed, and if the United States Postal Service returns the notice as "refused" or "unclaimed," the notice is deemed delivered.

(b) Filing of order with city secretary. Within ten (10) days after the date that the order is issued by the board, the building official shall file a copy of the order in the office of the city secretary.

(c) Publication. Within ten (10) days after the date the order is issued by the board, the building official shall publish in a newspaper of general circulation within the city a notice containing:

(1) The street address or legal description of the property;

(2) The date the hearing was held;

(3) A brief statement indicating the results of the order; and

(4) Instructions stating where a complete copy of the order may be obtained.

Sec. 3.03.010 Enforcement of order of building board of appeals

(a) Conditions for abatement by city. If the order is not complied with, the city may take action as provided herein. If the building is not vacated, secured, repaired, removed or demolished within the time specified by the order, the city may vacate, secure, remove or demolish the building or relocate the occupants at its own expense; provided, however:

(1) Except as expressly provided otherwise in this article, the city may not act to remove or demolish a

building until after the board has found that such defects or conditions exist to the extent that the life, health, property or safety of the public or the occupants of the building are endangered, and either that:

(A) The building is infeasible of repair; or

(B) There is no reasonable probability that the building will be repaired within a reasonable period of time if additional time is given.

(2) Remedial action by the city does not limit the ability of a municipality to collect on a bond or other financial guarantee that may be required by section 3.03.008(b)(4) of this article.

(b) Posting of notice to vacate building. If the order requires vacation or if compliance is not had with the order within the time specified therein, the building official is authorized to require that the building be vacated. Notice to vacate shall be mailed by certified mail, return receipt requested, to the occupant of the building, and it shall be posted at or upon each entrance to the building and shall be in substantially the following form:

“SUBSTANDARD BUILDING

DO NOT ENTER

UNSAFE TO OCCUPY

It is a misdemeanor to occupy this building or to remove or deface this notice.

Building Official

City of Joshua”

(c) Procedures for remedial action by city. Any demolition work, or securing of the building, shall be accomplished and the cost thereof paid and recovered in the manner hereinafter provided.

(d) Failure to obey order. Any person to whom an order pursuant to section 3.03.008 is directed who fails, neglects or refuses to comply with such order shall be guilty of a misdemeanor and may be prosecuted in municipal court in addition to any other remedies available to the city provided herein.

(e) Interference prohibited. No person shall obstruct, impede or interfere with any officer, employee, contractor or authorized representative of the city or with any person who owns or holds any estate or interest in the building which has been ordered repaired, vacated, demolished, removed or secured under the provisions of this article, or with any person to whom such building has been lawfully sold pursuant to the provisions of this article, whenever such officer, employee, contractor or authorized representative of the city, person having an interest or estate in such building, or purchaser is engaged in the work of repairing, vacating and repairing, or demolishing, removing or securing any such building pursuant to the provisions of this article, or in performing any necessary act preliminary to or incidental to such work or authorized or directed pursuant to this article.

(f) Permits required. Any work of closure, repair, removal or demolition by the property owner or any lienholder or mortgagee or their agents must be performed pursuant to valid unexpired permits issued by the city. All permits issued pursuant to an order of the board shall expire upon expiration of the time for compliance set forth in the order.

Sec. 3.03.011 Performance of work by city

(a) Procedure. When any work of removal, demolition or securing is to be performed by the city pursuant to the provisions of any order of the city council or the board, the work may be accomplished by city personnel or by private contract as may be deemed necessary. Rubble and debris shall be removed from any premises and the lot cleaned if removal or demolition is ordered. The building or building materials may be sold if removal or demolition is ordered, and the proceeds shall be used to offset other costs of the work.

(b) Payment of costs. The cost of such work shall be paid from city funds and shall constitute a lien against such property to secure payment thereof, together with ten percent (10%) interest on such amount from the date on which the work is performed.

Sec. 3.03.012 Recovery of city’s costs

(a) Filing of itemized account and notice of lien. The building official shall keep an itemized account of the expenses incurred by the city in the vacating, securing, removal or demolition of any building pursuant to this article. Upon completion of the work, the building official shall prepare and file with the city secretary a sworn account and notice of lien containing the following information:

- (1) The name and address of the owner, if that information can be determined with a reasonable effort;
 - (2) A legal description of the real property on which the building is or was located;
 - (3) The type of work performed; and
 - (4) The amount of expenses incurred by the city in performing the work and the balance due.
- (b) Filing of notice in county records. The city secretary shall file the notice of lien along with a copy of the order of abatement issued by the board in the deed records of the county in which the premises are located.
- (c) Costs to be personal obligation of property owner. The expenses incurred by the city as set forth in the sworn account of the building official shall be a personal obligation of the property owner in addition to a priority lien upon the property. The city attorney may bring an action in any court of proper jurisdiction against the owner or property to recover the costs incurred by the city.
- (d) Status of lien. Upon filing of the notice of lien in the deed records of Johnson County, Texas, the lien shall be valid against the property so assessed. The lien shall be privileged and subordinate only to tax liens and shall be paramount to all other liens. The lien shall continue until the assessment and all interest due and payable thereon has been paid. However, real property protected by the Texas Constitution as a homestead shall not be subject to assessment of liens resulting in expenses involved in the vacating, removal, demolition, or in securing a building or lot as described herein.
- (e) Denial of services and permits. No utility service, building permit or certificate of occupancy shall be allowed on any such property until the assessment is paid and such lien is released by the city.
- (f) Release of lien. After the expenses incurred by the city, as set forth in the sworn account of the building official, have been fully paid with interest of ten percent (10%) per annum from the date the work was performed, the building official shall execute a release of lien which shall be filed in the deed records of Johnson County, Texas.

Sec. 3.03.013 Additional authority to secure certain buildings prior to public hearing

- (a) Definitions.
- (1) An unsecured structure is hereby defined to be any structure or building that currently has no occupant with the right of possession of the building and which has missing or unlocked doors or windows, or other unsecured openings into the building through which unauthorized persons can enter. Any unoccupied, unsecured structure or building is hereby declared to be a danger to public health and safety and is hereby declared to be a public nuisance.
 - (2) An unoccupied structure is hereby defined to be any structure or building that appears vacant or abandoned as evidenced by: no active utility accounts, absence of personalty, general conditions of neglect and any other substantiated evidence of vacancy or abandonment that may be presented by the city manager, or his designee.
- (b) Securing of unoccupied substandard building. Notwithstanding any other provisions of this article, the city may secure a building if the building official determines:
- (1) That the building violates the minimum standards set forth in section 3.03.005; and
 - (2) That the building is unoccupied or is occupied only by persons who do not have the right of possession to the building.
- (c) Service of notice. Before the eleventh (11th) day after the date the building is secured pursuant to subsection (b) above, the building official shall give notice to the owner by:
- (1) Personally serving the owner with written notice;
 - (2) Sending a copy of the notice certified mail, return receipt requested, and an optional copy by regular mail, at the owner's post office or physical address;
 - (3) Publishing the notice at least twice within a ten-day period in the city's official newspaper, if personal service cannot be obtained and the owner's post office or physical address is unknown; or
 - (4) Posting the notice on or near the front door of the building if personal service cannot be obtained and the owner's post office or physical address is unknown; and
- (d) Contents of notice. The notice must contain:
- (1) An identification, which is not required to be a legal description, of the building and the property on

which it is located;

(2) A description of each violation of the minimum standards present at the building;

(3) A statement that the city will secure or has secured, as the case may be, the building, or that the city has taken or will take the action ordered pursuant to subsection (c) above;

(4) An explanation of the owner's entitlement to request a hearing about any matter relating to the city's vacating, securing, removal, or demolishing of the building.

(e) Hearing. The board or the city council shall conduct a hearing at which the owner may testify or present witnesses or written information about any matter relating to the city's securing of the building, if, within thirty (30) days after the date the city has secured the building, the owner files with the city a written request for the hearing. The hearing shall be conducted within twenty (20) days after the date the request is filed.

(f) Method of securing. The securing of windows, doors, or any other opening allowing access to an unsecured unoccupied building shall be done with such material and in such a fashion as to effectively bar entrance to the structure including, but not limited to, plywood, lumber, steel, replacement glass, nails, screws, and bolts. The use of cardboard, tar paper, window and door screens or any other material that will not effectively prevent entrance shall not be deemed sufficient in securing a structure.

(g) Lien for city's costs. If the city incurs expenses under this section, such expenses incurred shall be a personal obligation of the property owner in addition to a priority lien upon the property, and costs shall be recovered as provided by section 3.03.012 of this article. However, real property protected by the Texas Constitution as a homestead shall not be subject to assessment of liens resulting in expenses involved in the vacating, removal, demolition, or in securing a building or lot as described herein.

(h) Violation of order. It shall be unlawful to fail to comply with an order issued pursuant to this section.

Sec. 3.03.014 Civil penalty

(a) Authorized procedure. In addition to any other enforcement authority provided for by law, the board may, by order, at an administrative hearing, assess a civil penalty against a property owner as provided for herein for failure to comply with an order issued by the board pursuant to section 3.03.008 of this article.

(b) Showing required. The civil penalty may be assessed if it shown at the administrative hearing that:

(1) The property owner was notified of the contents of the order issued pursuant to section 3.03.008 of this article; and

(2) After having received notice of the contents of the order, the property owner committed an act in violation of the order or failed to take an action necessary for compliance with the order.

(c) Amount. The civil penalty may be assessed in an amount not to exceed \$1000.00 a day for each violation or, if the owner shows that the property is the owner's lawful homestead, in an amount not to exceed \$10.00 a day for each violation.

(d) Notice of hearing. Not less than ten (10) days prior to the date on which the administrative hearing is set to assess a civil penalty, the property owner shall be sent a notice of the hearing by certified mail, return receipt requested. The notice shall contain:

(1) A copy of the order issued by the board pursuant to section 3.03.008 of this article;

(2) A statement that the building official has determined that the property owner committed an act in violation of that order, or failed to take an action necessary for compliance with that order;

(3) A statement that at the administrative hearing the board may assess a civil penalty not to exceed \$1000.00 a day for each violation or, if the owner shows that the property is the owner's lawful homestead, in an amount not to exceed \$10.00 a day for each violation; and

(4) Notice of the time and place of the hearing.

(e) Filing of copy of order. After the civil penalty is assessed, the city secretary shall file with the district clerk of the county in which the property is located a certified copy of the order assessing the civil penalty stating the amount and duration of the penalty.

(f) Enforcement. The civil penalty may be enforced by the city in a suit brought by the city in a court of competent jurisdiction for a final judgment in accordance with the assessed penalty. A civil penalty under this section is final and binding and constitutes prima facie evidence of the penalty in any suit.

Sec. 3.03.015 Appeals

In accordance with Section 214.0012 of the Local Government Code, any owner, lienholder, or mortgagee of record of a building for which an order is issued by the city may, within thirty (30) calendar days after the order is mailed to them, appeal the order by filing a verified petition in district court stating that the decision is illegal, either in whole or in part, and specifying the grounds for the illegality. The petitioner shall provide the city with evidence that an appeal has been made to district court within thirty (30) days.

ARTICLE 3.03 SUBSTANDARD AND DANGEROUS BUILDINGS*

Sec. 3.03.001 Purpose, scope and title

(a) Purpose. It is the purpose of this article to implement the provisions of chapter 214 of the Texas Local Government Code and to provide a just, equitable and practical method, to be cumulative with and in addition to any other remedy provided by the building code, electrical code, fire code, mechanical code, plumbing code, or International Property Maintenance Code, or otherwise available at law, whereby buildings, as defined herein, which from any cause endanger the life, limb, health, morals, property, safety or welfare of the general public or their occupants may be required to be repaired, vacated, demolished, removed or secured.

(b) Scope. The provisions of this article shall apply to all buildings which are hereinafter defined as dangerous or substandard buildings, whether now in existence or whether they may hereafter become dangerous or substandard.

(c) Title. This article shall be known as the property maintenance ordinance and may be cited and referred to as such.

Sec. 3.03.002 Definitions

Building. ~~Any structure used or intended for supporting or sheltering any use or occupancy includes any building as well as any~~ fence, awning, canopy, sign, shed, garage, house, tent or other structure whatsoever, ~~and the enumeration of specific types of structures shall not be deemed to exclude other types of structures to which the sense and meaning of the provisions hereof in context reasonably have application.~~

Building board of appeals (sometimes referred to as "the board"). The zoning board of adjustment of the city, which in addition to other duties imposed upon it by law, is hereby authorized to act to carry out all duties necessary to implement the provisions of this article.

Building code. The building code applicable to the structure in question, as adopted and amended by the city.

Building official. The person designated by the city manager to enforce this article.

City. The City of Joshua, Texas.

City code. The code of ordinances of the City of Joshua, Texas.

City Manager. The city manager of the City of Joshua, Texas.

Dwelling. Any enclosed space wholly or partly used or intended to be used for human habitation, living, sleeping, cooking, and eating and shall include any outhouse or appurtenance belonging thereto. Industrialized housing and modular construction which conform to nationally accepted industry standards, as defined by HUD and used or intended for use for living, sleeping, cooking, and eating purposes shall be classified as dwellings.

Dwelling unit. A room or group of rooms located within a dwelling forming a single habitable unit with facilities used or intended to be used by a single family for human occupancy such as living, sleeping, cooking, and eating purposes.

Electrical code. The electrical code applicable to the structure in question, as adopted and amended by the city.

Fire chief. The fire chief of the City of Joshua, Texas.

Fire code. The fire code applicable to the structure in question, as adopted and amended by the city.

Housing code. The housing code applicable to the structure in question, as adopted by the city.

Mechanical code. The mechanical code applicable to the structure in question, as adopted and amended by the city.

Owner. Any person who, alone, or jointly or severally with others:

(1) Has legal title to any premise, dwelling or dwelling unit, with or without actual possession thereof;
or

(2) Has charge, care, custody or control of any premise, dwelling or dwelling unit, as owner or agent of the owner, or an executor, administrator, trustee, or guardian of the estate of the owner. Any such person thus representing the actual owner shall be bound to comply with the provisions of this article and the rules and regulations adopted pursuant thereto, to the same extent as if he were the owner. Where owners are siblings, relatives or family members, not individually identified on any legal document of record, after a

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due diligence search as provided herein, notice to one owner shall be deemed notice to all owners.

Plumbing code. The plumbing code applicable to the structure in question, as adopted and amended by the city.

Substandard building or substandard structure. Any dwelling, dwelling unit, building or other structure which has any or all of the defects and deficiencies as defined herein.

Additionally, the definitions contained in chapter 2, sections 2-01 and 2-02 of the 2015~~96~~⁹⁶ edition International Property Maintenance Code, promulgated by the International Code Council, are hereby adopted for the implementation of this article.

Sec. 3.03.003 Criminal penalty

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this article shall be fined not more than two thousand dollars (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

Sec. 3.03.004 Enforcement

(a) Generally.

(1) Authority of building official. The building official is hereby authorized to enforce the provisions of this article. The building official shall have the power to render interpretations of this article and to adopt and enforce rules and supplemental regulations in order to clarify the application of its provisions. Such interpretations, rules and regulations shall be in conformity with the intent and purpose of this article.

(2) Authority to make inspections and take other actions. The building official, the fire chief or their designees, or other designee of the city manager, ~~is~~^{are} hereby authorized to make such inspections and take such actions as may be required to enforce the provisions of this article.

(3) Right of entry. When it is necessary to make an inspection to enforce the provisions of this article, or when the building official or his designee has a reasonable cause to believe that there exists in a building or upon premises a condition which is contrary to or in violation of this article which makes the building or premises unsafe, dangerous, or hazardous, the building official or his designee may enter the building or premises at reasonable times to inspect or perform the duties imposed by this article; provided that, if such building or premises be occupied, credentials be presented to the occupant and entry requested. If such building or premises be unoccupied, the building official or his designee shall first make a reasonable effort to locate the owner or other person having charge or control of the building or premises and request entry. If entry is refused, the building official shall have recourse to the remedies provided by law to secure entry.

(b) Dangerous or substandard buildings declared nuisance. All buildings or portions thereof which are determined after inspection by the building official to be dangerous or substandard as defined by this article are hereby declared to be public nuisances and shall be abated by repair, vacation, demolition, removal or securing in accordance with the procedures specified in this article.

(c) Violations. It shall be unlawful for any person, firm or corporation to erect, construct, or use, occupy or maintain any building that is deemed herein to be a nuisance or cause or permit the same to be done in violation of this article.

(d) Inspections. All buildings within the scope of this article and all construction or work for which a permit is required shall be subject to inspection by the building official.

Sec. 3.03.005 Conditions constituting substandard building

(a) For the purposes of this article, any building, regardless of the date of its construction, which has any or all of the conditions or defects hereinafter described shall be deemed to be a substandard building, and a nuisance:

(1) Whenever any building is dilapidated, substandard, or unfit for human habitation and a hazard to the public health, safety and welfare in the opinion of the building official.

(2) Whenever any building, regardless of its structural condition, is unoccupied by its owners, lessees or other invitees and is unsecured from unauthorized entry to the extent that it could be entered or used by vagrants or other uninvited persons as a place of harborage or could be entered or used by children.

(3) Any building that is boarded up, fenced or otherwise secured in any manner if:

(A) The building constitutes a danger to the public even though secured from entry; or

(B) The means used to secure the building are inadequate to prevent unauthorized entry or use of

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the building in the manner described by subsection (a)(2) above.

(4) Whenever any building, because of obsolescence, dilapidated condition, deterioration, damage, inadequate exits, lack of sufficient fire-resistive construction, faulty electric wiring, gas connections or heating apparatus, or other cause, is determined by the fire marshal to be a fire hazard.

(5) Whenever any building is in such a condition as to make a public nuisance known to the common law or in equity jurisprudence.

(6) Whenever any portion of a building remains on a site after the demolition or destruction of the building.

(7) Whenever any building is abandoned so as to constitute such building or portion thereof an attractive nuisance or hazard to the public.

(8) Any building constructed and still existing in violation of any provision of the building code, fire code, life safety code, plumbing code, mechanical code, electrical code, housing code, or International Property Maintenance Code of the city to the extent that the life, health or safety of the public or any occupant is endangered.

(b) For the purposes of this article, any building, regardless of the date of its construction, which has any or all of the conditions or defects hereinafter described to an extent that endangers the life, limb, health, property, safety or welfare of the public or the occupants thereof shall be deemed and hereby is declared to be a substandard building, and a nuisance:

(1) Whenever any door, aisle, passageway, stairway or other means of exit is not of sufficient width or size or is not so arranged as to provide safe and adequate means of exit in case of fire or panic.

(2) Whenever the walking surface of any aisle, passageway, stairway or other means of exit is so warped, worn, loose, torn or otherwise unsafe as to not provide safe and adequate means of exit in case of fire or panic.

(3) Whenever the stress in any materials, or members or portion thereof, due to all dead and live loads, is more than one and one-half times the working stress or stresses allowed in the building code for new buildings of similar structure, purpose or location.

(4) Whenever any portion thereof has been damaged by fire, earthquake, wind or flood, or by any other cause, to such an extent that the structural strength or stability thereof is materially less than it was before such catastrophe and is less than the minimum requirements of the building code for new buildings of similar structure, purpose or location.

(5) Whenever any portion or member or appurtenance thereof is likely to fail ~~fall~~, or to become detached or dislodged, or to collapse and thereby injure persons or damage property.

(6) Whenever any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof, is not of sufficient strength or stability, or is not so anchored, attached or fastened in place, so as to be capable of resisting a wind pressure of one-half of that specified in the building code for new buildings of similar structure, purpose or location without exceeding the working stresses permitted in the building code for such buildings.

(7) Whenever any portion thereof has wracked, warped, buckled or settled to such an extent that walls or other structural portions have materially less resistance to wind or earthquakes than is required in the case of similar new construction.

(8) Whenever the building, or any portion thereof, because of dilapidation, deterioration or decay; faulty construction; the removal, movement or instability of any portion of the ground necessary for the purpose of supporting such building; the deterioration, decay or inadequacy of its foundation; or any other cause, is likely to partially or completely collapse.

(9) Whenever, for any reason, the building, or any portion thereof, is manifestly unsafe for the purpose for which it is being used.

(10) Whenever the exterior walls or other vertical structural members list, lean or buckle to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base.

(11) Whenever the building, exclusive of the foundation, shows 33 percent or more damage or deterioration of its supporting member or members, or 50 or more percent damage or deterioration of its

nonsupporting members, enclosing or outside walls or coverings.

(12) Whenever the building has been so damaged by fire, wind, earthquake, flood or other causes, or has become so dilapidated or deteriorated, as to become an attractive nuisance to children, or a harbor for vagrants, criminals or immoral persons.

(13) Whenever any building has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building provided by the building regulations of this jurisdiction, as specified in the building code, or of any law or ordinance of this state or jurisdiction relating to the condition, location or structure of buildings.

(14) Whenever any building, whether or not erected in accordance with all applicable laws and ordinances, has in any nonsupporting part, member or portion less than 50 percent, or in any supporting part, member or portion less than 66 percent, of the strength, fire-resisting qualities or characteristics, or weather-resisting qualities or characteristics required by law in the case of a newly constructed building of like area, height and occupancy in the same location.

(15) Whenever a building, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, air or sanitation facilities, or otherwise, is determined by the building official to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease for reasons including, but not limited to, the following:

- (A) Lack of or improper water closet, lavatory, bathtub or shower in a dwelling unit or lodging house.
- (B) Lack of or improper water closets, lavatories and bathtubs or showers per number of guests in a hotel.
- (C) Lack of or improper kitchen sink in a dwelling unit.
- (D) Lack of hot and cold running water to plumbing fixtures in a hotel.
- (E) Lack of hot and cold running water to plumbing fixtures in a dwelling unit or lodging house.
- (F) Lack of adequate heating facilities.
- (G) Lack of, or improper operation of, required ventilating equipment.
- (H) Lack of minimum amounts of natural light and ventilation required by this code.
- (I) Room and space dimensions less than required by ~~the~~ this city code, the building code, or the housing code.
- (J) Lack of required electrical lighting.
- (K) Dampness of habitable rooms.
- (L) Infestation of insects, vermin or rodents.
- (M) General dilapidation or improper maintenance.
- (N) Lack of connection to required sewage disposal system.
- (O) Lack of adequate garbage and rubbish storage and removal facilities.

(c) Chapters 3 through 7 of the ~~2006-2015~~ edition of the International Property Maintenance Code, published by the International Code Council, Inc., attached to Ordinance ~~432-2007653-2016~~ and incorporated herein for all municipal purposes and as amended herein, are hereby adopted by the city council to the extent they do not conflict with other provisions of this article. For purposes of this article, any building, regardless of its date of construction, which exists in violation of chapters 3 through 7 of the International Property Maintenance Code to an extent that endangers the life, limb, health, property, safety, or welfare of the public or the occupants thereof shall be deemed and hereby is declared to be a substandard building and a nuisance.

Sec. 3.03.006 Determination by building official

When the building official has inspected or caused to be inspected any building and has found and determined that the building is substandard, the building official may take any or all of the following actions, as he or she deems appropriate:

(1) Issue notice to the ~~record~~ owner that the building is substandard and must be repaired, listing the deficiencies, or issue notice to the record owner that the building is substandard and the nature and/or extent of the

deficiencies make repair infeasible and the building must be demolished;

- (2) Issue citation(s) for violation(s) of this article;
- (3) Secure the building if permitted by section 3.03.013(a); or
- (4) Recommend to the board that abatement proceedings be commenced pursuant to section 3.03.007.

Sec. 3.03.007 Public hearing on abatement

(a) Commencement of proceedings. When the building official has found and determined that a building is a substandard building, the building official shall commence proceedings to cause the repair, vacation, relocation of occupants, removal, demolition or securing of the building.

(b) Public hearing required. ~~Except when the city council finds that a building is likely to immediately endanger persons or property under section 3.03.013, a~~ public hearing before the board shall be held to determine whether a building complies with the standards set out in section 3.03.005. ~~If the city council determines that the building constitutes an immediate danger, the procedures set forth in section 3.03.013(b) shall be followed.~~

(c) Notice.

(1) Not less than ten (10) days prior to the date on which the hearing is set, the building official shall issue a notice of the public hearing directed to all known record owners, lienholders, and mortgagees of the building and to all mortgagees and lienholders as provided for herein. The city shall use diligent efforts to determine the identity and address of any owner, lienholder or mortgagee of the building through search of the county real property records of the county in which the building is located, appraisal district records of the appraisal district in which the building is located, records of the secretary of state, assumed name records of the county in which the building is located, tax records of the city, and utility records of the city. The notice shall contain:

- (a) The name and address of the record owner of record;
- (b) The street address or legal description sufficient for identification of the premises upon which the building is located;
- (c) A statement that the building official has found the building to be substandard or dangerous, with a brief and concise description of the conditions found to render the building dangerous or substandard under the provisions of section 3.03.005;
- (d) A statement of the action recommended to be taken, as determined by the building official;
- (e) A statement that the owner, lienholder, or mortgagee will be required to submit at the hearing proof of the scope of any work that may be required to comply with this article, and the time it will take to reasonably perform the work;
- (f) Notice of the time and place of the public hearing; and
- (g) A statement that, if the building is found to be in violation of this article, the board may order that the building be vacated, secured, repaired, removed or demolished within a reasonable time.

(2) Notice shall be served upon the building's owner, lessor, lienholder, and mortgagees of record and occupant, if different than the owner of the building. Service of these notices shall be made upon all persons entitled thereto either personally or by mailing a copy of such notice by certified mail, return receipt requested, and an optional second copy by regular mail, to each such person at his address as it appears on the county tax rolls, or as discovered by due diligence, as defined by subsections (c)(2)(a)—(c)(2)(f) of this section, and the notice shall be posted on the front door of each improvement situated on the affected property or as close to the front door as practical. The following of these procedures shall be prima facie evidence of notification. If a certified notice is returned as refused or unclaimed, the validity of the notice is not affected, and the notice shall be deemed delivered. The city has satisfied the requirements of this section to make a diligent effort to determine the identity and address of an owner, a lienholder, or a mortgagee if the city searches the following records:

- (a) County real property records of the county in which the building is located;
- (b) Appraisal district records of the appraisal district in which the building is located;
- (c) Records of the secretary of state;
- (d) Assumed name records of the county in which the building is located;

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(e) City tax records; and

(f) City utility records.

(d) ~~Additional Filing of notice. A copy of the notice and any administrative orders, or such orders as may be issued pursuant to these provisions, shall be filed with the county deed records in the county where the property is located. The notice must contain the name and address of the owner of the affected property if that information can be determined from a reasonable search of the instruments on file in the office of the county clerk, or upon a due diligence search as set forth herein, a legal description of the affected property, and a description of the proceeding. The filing of said notice and any said orders, is binding on subsequent grantees, lienholders, or other transferees of an interest in the property who acquire such interest after the filing of said notice or any said orders, and constitutes notice of said hearing and notice of any said orders, on any subsequent recipient of any interest in the property who acquires such interest after the filing of said notice or filing of any said orders. Prior to the public hearing, the city may file a copy of the notice mailed pursuant to subsection (c) above in the official public records of real property in the county in which the property is located. If such notice is not filed of record, each identified mortgagee and lienholder must be notified of any abatement order issued by the board at the public hearing, prior to any remedial action by the city.~~

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(e) Burden of proof. At the public hearing, ~~the city has the burden of proof to establish that the building or structure at issue is not in compliance with applicable city codes, and is substandard as defined by this article, and to identify the specific deficiencies or code violations; and~~ the owner, lienholder and mortgagee have the burden of proof to establish the scope of any work that may be required to comply with this article, the time it will take to reasonably perform the work, and the financial ability and willingness of the owner, lienholder and/or mortgagee to perform the work with diligence and dispatch.

(f) Conduct of hearing. ~~At an officially convened meeting, the board of appeals shall hold a~~At the public hearing, during which the owner of the building and all other interested persons may make their appearance and be heard. Any evidence may be received and considered by the board; provided, however, that the board shall not consider evidence as to the existence or extent of any deficiencies or code violations which were not identified in the notice to the record owner described in this section. The chairman of the board, or, in his/her absence, any officer designated by rules adopted by the board to preside at meetings, shall preside and shall determine all questions of order. The hearing may be adjourned from day to day or continued upon a majority vote of the board.

Sec. 3.03.008 Issuance of order by building board of appeals

(a) Findings of board.

(1) No violation. If the board, by a majority vote, finds upon evidence presented at the public hearing that the building is not in violation of standards set out in section 3.03.005, the board shall order that the enforcement action cease; provided, however, that such order shall neither prevent the building official from instituting a new enforcement action for other violations the building official alleges have been determined to exist, nor shall such order prevent the building official from instituting a new enforcement action for the same violations if the building official later determines that the conditions as determined by the board have materially changed as to such violations.

(2) Violations may be repaired. If the board, by a majority vote, finds upon evidence presented at the public hearing that the building is in violation of standards set out in section 3.03.005, that such conditions can reasonably be remedied by repair within a reasonable time, and that the owner, lienholder, or mortgagee is financially able and is willing to conduct or cause such repairs to be made within a reasonable time, the board shall identify the specific violations found to exist, and order that the owner, mortgagee or lienholder repair such violations, and, if necessary to the public safety, vacate, secure, or relocate the occupants, at the cost of the owner, lienholders, or mortgagees, within such reasonable times as determined by the board to be appropriate, as provided herein.

(3) Violations, building must be demolished. If the board, by a majority vote, finds upon evidence presented at the public hearing that the building is in violation of standards set out in section 3.03.005, and that such conditions cannot reasonably be remedied by repair, or that neither the owner, the lienholder, nor the mortgagee are financially able or willing to conduct or cause such repairs to be made within a reasonable time, the board shall identify the specific violations found to exist, and order that the owner, mortgagee or lienholder remove or demolish the structure, and, if necessary to the public safety, vacate, secure, or relocate the occupants, at the cost of the owner, lienholders, or mortgagees, within such reasonable times as determined by the board to be appropriate, as provided herein, or order such other

relief as is permitted by this section.

(b) Time allowed to complete work.

(1) Unless the owner, lienholder, or mortgagee establishes at the hearing that the work cannot reasonably be performed within thirty (30) days, the order shall require the owner, lienholder or mortgagee of the building to, within thirty (30) days, and the lienholder or mortgagee to within an additional thirty (30) days if the owner does not comply, take one or more of the following actions:

- (A) Vacate the building;
- (B) Secure the building from unauthorized entry;
- (C) Repair the violations; and/or
- (D) Remove or demolish the building.

(2) If the owner, lienholder, or mortgagee establishes at the hearing that the work cannot reasonably be performed within thirty (30) days and the board allows the owner, lienholder or mortgagee more than thirty (30) days to repair, remove or demolish the building, the board shall establish specific time schedules as the board determines are appropriate for the commencement and performance of the work and shall require the owner, lienholder or mortgagee to secure the property in a reasonable manner from unauthorized entry while the work is being performed.

(3) The board may not allow the owner, lienholder or mortgagee more than ninety (90) days to repair, remove or demolish the building or fully perform all work required to comply with the order unless the owner, lienholder or mortgagee:

- (A) Submits a detailed plan and time schedule for the work at the hearing; and
- (B) Establishes at the hearing that the work cannot be reasonably completed within ninety (90) days because of the scope and complexity of the work.

(4) If the board allows the owner, lienholder or mortgagee more than ninety (90) days to complete any part of the work required to repair, remove or demolish the building, the board shall require the owner, lienholder or mortgagee to regularly submit progress reports to the building official to demonstrate that the owner, lienholder or mortgagee has complied with the time schedules established for commencement and performance of the work. The order may require that the owner, lienholder or mortgagee appear before the board or the building official:

- (A) To demonstrate compliance with the time schedules; and
- (B) If the owner, lienholder or mortgagee owns property, including structures and improvements on property, within the city's boundaries that exceeds one hundred thousand dollars (\$100,000.00), to post cash or a surety bond or letter of credit or third party guarantee to cover the cost of the work ordered by the board.

~~(5) All orders of the board must allow a lienholder or mortgagee at least thirty (30) additional days to complete the ordered work in the event the owner fails to comply with the order within the time provided for action by the owner, prior to remedial action by the city, except as expressly provided otherwise in this section.~~

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(c) Contents of order. The order of the board must contain at a minimum:

- (1) An identification, which is not required to be a legal description, of the building and the property on which it is located;
- (2) A description of each violation of minimum standards present ~~at~~ⁱⁿ the building;
- (3) A description of each of the ordered actions, including a statement that the owner may repair, if determined feasible by the board, or demolish or remove at his option; ~~and~~
- (4) A statement that the city will vacate, secure, remove or demolish the building or relocate the occupants of the building if the ordered action is not taken within the time allowed, ~~and charge the cost of such actions to the owner and impose a lien against the property for all such costs; and~~

~~(5) If the board has determined that the building will endanger persons or property and that the building is a dwelling with 10 or fewer dwelling units, a statement that the city may repair the building and charge the costs to the owner of the property and impose a lien against the property if the ordered action is not taken within the time allowed.~~

Sec. 3.03.009 Notice of order of building board of appeals

(a) Mailing of order. After the public hearing, the building official shall promptly send by certified mail, ~~by certified mail,~~ return receipt requested, signature confirmation through the United States Postal Service, or personal delivery, a copy of the order to the ~~record~~ owner and to any lienholder or mortgagee of the building, as determined by through the city's best efforts. For purposes of this section, the city has used its best, reasonable, or diligent effort if it has searched the county real property and assumed name records, appraisal district records, records of the secretary of state, and the city's tax and utility records. If the notice is mailed, and if the United States Postal Service returns the notice as "refused" or "unclaimed," the notice is deemed delivered. ~~and each identified lienholder and mortgagee of the building.~~

(b) Filing of order with city secretary. Within ten (10) days after the date that the order is issued by the board, the building official shall file a copy of the order in the office of the city secretary.

(c) Publication. Within ten (10) days after the date the order is issued by the board, the building official shall publish in a newspaper of general circulation within the city a notice containing:

- (1) The street address or legal description of the property;
- (2) The date the hearing was held;
- (3) A brief statement indicating the results of the order; and
- (4) Instructions stating where a complete copy of the order may be obtained.

Sec. 3.03.010 Enforcement of order of building board of appeals

(a) Conditions for abatement by city. If the order is not complied with, the city may take action as provided herein. If the building is not vacated, secured, repaired, removed or demolished within the time specified by the order, the city may vacate, secure, ~~repair,~~ remove or demolish the building or relocate the occupants at its own expense; provided, however:

(1) Except as expressly provided otherwise in this article, the city may not act to remove or demolish a building until after the board has found that such defects or conditions exist to the extent that the life, health, property or safety of the public or the occupants of the building are endangered, and either that:

- (A) The building is infeasible of repair; or
- (B) There is no reasonable probability that the building will be repaired within a reasonable period of time if additional time is given.

~~(2) The city may only repair a building as provided herein to the extent necessary to correct the conditions which render the building dangerous, and may not act to repair a building unless:~~

- ~~(A) The board has made a determination that the building is likely to endanger person or property; and~~
- ~~(B) The building is a residential dwelling with ten (10) or fewer dwelling units.~~

~~(3) In the event there are mortgagors or lienholders, the city may only repair, remove or demolish the building after allowing the lienholder or mortgagee an additional 30 days after the time prescribed in the order has expired to complete the required work.~~

~~(24)~~ Remedial action by the city does not limit the ability of a municipality to collect on a bond or other financial guarantee that may be required by section 3.03.008(b)(4) of this article.

(b) Posting of notice to vacate building. If the order requires vacation or if compliance is not had with the order within the time specified therein, the building official is authorized to require that the building be vacated. Notice to vacate shall be mailed by certified mail, return receipt requested, to the occupant of the building, and it shall be posted at or upon each entrance to the building and shall be in substantially the following form:

"SUBSTANDARD BUILDING

DO NOT ENTER

UNSAFE TO OCCUPY

It is a misdemeanor to occupy this building or to remove or deface this notice.

Building Official

City of Joshua”

(c) Procedures for remedial action by city. Any ~~repair or~~ demolition work, or securing of the building, shall be accomplished and the cost thereof paid and recovered in the manner hereinafter provided. ~~Any surplus realized from the sale of such building, or from the demolition thereof, over and above the cost of demolition and cleaning of the lot, shall be paid over to the person or persons lawfully entitled thereto.~~

(d) Failure to obey order. Any person to whom an order pursuant to section 3.03.008 is directed who fails, neglects or refuses to comply with such order shall be guilty of a misdemeanor and may be prosecuted in municipal court in addition to any other remedies available to the city provided herein.

(e) Interference prohibited. No person shall obstruct, impede or interfere with any officer, employee, contractor or authorized representative of the city or with any person who owns or holds any estate or interest in the building which has been ordered repaired, vacated, demolished, removed or secured under the provisions of this article, or with any person to whom such building has been lawfully sold pursuant to the provisions of this article, whenever such officer, employee, contractor or authorized representative of the city, person having an interest or estate in such building, or purchaser is engaged in the work of repairing, vacating and repairing, or demolishing, removing or securing any such building pursuant to the provisions of this article, or in performing any necessary act preliminary to or incidental to such work or authorized or directed pursuant to this article.

(f) Permits required. Any work of closure, repair, removal or demolition by the property owner or any lienholder or mortgagee or their agents must be performed pursuant to valid unexpired permits issued by the city. All permits issued pursuant to an order of the board shall expire upon expiration of the time for compliance set forth in the order.

Sec. 3.03.011 Performance of work by city

(a) Procedure. When any work of ~~repair,~~ removal, demolition or securing is to be performed by the city pursuant to the provisions of any order of the city council or the board, the work may be accomplished by city personnel or by private contract as may be deemed necessary. Rubble and debris shall be removed from any premises and the lot cleaned if removal or demolition is ordered. The building or building materials may be sold if removal or demolition is ordered, and the proceeds shall be used to offset other costs of the work.

(b) Payment of costs. The cost of such work shall be paid from city funds and shall constitute ~~a special assessment and~~ a lien against such property to secure payment thereof, together with ten percent (10%) interest on such amount from the date on which the work is performed.

~~(c) Extent of repairs. In the event repair by the city is permitted by this article, the city may repair the building at its own expense and assess the expenses on the land on which the building stands or is attached to only to the extent necessary to bring the building into compliance with minimum standards.~~

Sec. 3.03.012 Recovery of city's costs

(a) Filing of itemized account and notice of lien. The building official shall keep an itemized account of the expenses incurred by the city in the vacating, securing, ~~repair,~~ removal or demolition of any building pursuant to this article. Upon completion of the work, the building official shall prepare and file with the city secretary a sworn account and notice of lien containing the following information:

- (1) The name and address of the owner, if that information can be determined with a reasonable effort;
- (2) A legal description of the real property on which the building is or was located;
- (3) The type of work performed; and
- (4) The amount of expenses incurred by the city in performing the work and the balance due.

(b) Filing of notice in county records. The city secretary shall file the notice of lien along with a copy of the order of abatement issued by the board in the deed records of the county in which the premises are located.

(c) Costs to be personal obligation of property owner. The expenses incurred by the city as set forth in the sworn account of the building official shall be a personal obligation of the property owner in addition to a priority lien upon the property. The city attorney may bring an action in any court of proper jurisdiction against the owner or property to recover the costs incurred by the city.

(d) Status of lien. Upon filing of the notice of lien in the deed records of ~~Wise [Johnson]~~ County, Texas, the lien shall be valid against the property so assessed. The lien shall be privileged and subordinate only to tax liens and shall be paramount to all other liens. The lien shall continue until the assessment and all interest due and payable thereon has been paid. However, real property protected by the Texas Constitution as a homestead shall not be

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subject to assessment of liens resulting in expenses involved in the vacating, removal, demolition, or in securing a building or lot as described herein.

(e) Denial of services and permits. No utility service, building permit or certificate of occupancy shall be allowed on any such property until the assessment is paid and such lien is released by the city.

(f) Release of lien. After the expenses incurred by the city, as set forth in the sworn account of the building official, have been fully paid with interest of ten percent (10%) per annum from the date the work was performed, the building official shall execute a release of lien which shall be filed in the deed records of ~~Wise~~ Johnson County, Texas.

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Sec. 3.03.013 Additional authority to secure, ~~demolish, repair or remove~~ certain buildings prior to public hearing

(a) Definitions.

(1) An unsecured structure is hereby defined to be any structure or building that currently has no occupant with the right of possession of the building and which has missing or unlocked doors or windows, or other unsecured openings into the building through which unauthorized persons can enter. Any unoccupied, unsecured structure or building is hereby declared to be a danger to public health and safety and is hereby declared to be a public nuisance.

(2) An unoccupied structure is hereby defined to be any structure or building that appears vacant or abandoned as evidenced by: no active utility accounts, absence of personalty, general conditions of neglect and any other substantiated evidence of vacancy or abandonment that may be presented by the city manager, or his designee.

(ba) Securing of unoccupied substandard building. Notwithstanding any other provisions of this article, the city may secure a building if the building official determines:

- (1) That the building violates the minimum standards set forth in section 3.03.005; and
- (2) That the building is unoccupied or is occupied only by persons who do not have the right of possession to the building.

~~(b) Building creating immediate danger. Notwithstanding any other provisions of this article, if the city council finds that a building is likely to immediately endanger persons or property the city council may:~~

~~(1) Order the owner of the building, the owner's agent, or the owner or occupant of the property on which the structure is located to repair, remove, or demolish the structure, or the dangerous part of the structure, within a specified time not to exceed ten (10) days; or~~

~~(2) Repair, remove, or demolish the structure, or the dangerous part of the structure, at the expense of the municipality, on behalf of the owner of the structure or the owner of the property on which the structure is located, and assess the repair, removal, or demolition expenses on the property on which the structure was located.~~

(c) Service of notice. Before the eleventh (11th) day after the date the building is secured pursuant to subsection ~~(ba)~~ above, ~~or action is ordered pursuant to subsection (b)(1) above, or the building is repaired, removed or demolished pursuant to subsection (b)(2) above,~~ the building official shall give notice to the owner by:

- (1) Personally serving the owner with written notice;
- (2) Sending a copy of the notice certified mail, return receipt requested, and an optional copy by regular mail, at the owner's post office or physical address; Depositing the notice in the United States mail addressed to the owner at the owner's post office address;
- (3) Publishing the notice at least twice within a ten-day period in the city's official newspaper ~~of general circulation in the county in which the building is located~~, if personal service cannot be obtained and the owner's post office or physical address is unknown; or
- (4) Posting the notice on or near the front door of the building if personal service cannot be obtained and the owner's post office or physical address is unknown; and
- ~~(5) In addition to the above, depositing notice in the United States mail to all lienholders and mortgagees who can be determined from a reasonable search of instruments on file in the office of the county clerk.~~

(d) Contents of notice. The notice must contain:

- (1) An identification, which is not required to be a legal description, of the building and the property on

which it is located;

(2) A description of each violation of the minimum standards present ~~at~~ⁱⁿ the building;

(3) A statement that the city will secure or has secured, as the case may be, the building, or that the city has taken or will take the action ordered pursuant to subsection (c**b**) above;

(4) An explanation of the owner's entitlement to request a hearing about any matter relating to the city's ~~vacating~~, securing, remov**ing, or** demolishing ~~or repairing~~ of the building.

(e) Hearing. The board or the city council shall conduct a hearing at which the owner, ~~lienholder and mortgagee~~ may testify or present witnesses or written information about any matter relating to the city's securing, ~~repairing, removing or demolishing~~ of the building, if, within thirty (30) days after the date the city ~~has taken action pursuant to subsection (a) or (b) above~~^{has secured the building}, the owner files with the city a written request for the hearing. The hearing shall be conducted within twenty (20) days after the date the request is filed.

(f) Method of securing. The securing of windows, doors, or any other opening allowing access to an unsecured unoccupied building shall be done with such material and in such a fashion as to effectively bar entrance to the structure including, but not limited to, plywood, lumber, steel, replacement glass, nails, screws, and bolts. The use of cardboard, tar paper, window and door screens or any other material that will not effectively prevent entrance shall not be deemed sufficient in securing a structure.

(g**f**) Lien for city's costs. If the city incurs expenses under this section, such expenses incurred shall be a personal obligation of the property owner in addition to a priority lien upon the property, and costs shall be recovered as provided by section 3.03.012 of this article. However, real property protected by the Texas Constitution as a homestead shall not be subject to assessment of liens resulting in expenses involved in the vacating, removal, demolition, or in securing a building or lot as described herein.

(h**g**) Violation of order. It shall be unlawful to fail to comply with an order issued pursuant to this section.

Sec. 3.03.014 Civil penalty

(a) Authorized; procedure. In addition to any other enforcement authority provided for by law, the board may, by order, at an administrative hearing, assess a civil penalty against a property owner as provided for herein for failure to comply with an order issued by the board pursuant to section 3.03.008 of this article.

(b) Showing required. The civil penalty may be assessed if it shown at the administrative hearing that:

(1) The property owner was notified of the contents of the order issued pursuant to section 3.03.008 of this article; and

(2) ~~After having received notice of the contents of the order, t~~^{The property owner committed an act in violation of the order or failed to take an action necessary for compliance with the order.}

(c) Amount. The civil penalty may be assessed in an amount not to exceed \$1000.00 a day for each violation or, if the owner shows that the property is the owner's lawful homestead, in an amount not to exceed \$10.00 a day for each violation.

(d) Notice of hearing. Not less than ten (10) days prior to the date on which the administrative hearing is set ~~to assess a civil penalty~~^{to}, the property owner shall be sent a notice of the hearing by certified mail, ~~return receipt requested~~.

(1) A copy of the order issued by the board ~~pursuant~~ to section 3.03.008 of this article;

(2) A statement that the building official has determined that the property owner committed an act in violation of that order, or failed to take an action necessary for compliance with that order;

(3) A statement that at the administrative hearing the board may assess a civil penalty not to exceed \$1000.00 a day for each violation or, if the owner shows that the property is the owner's lawful homestead, in an amount not to exceed \$10.00 a day for each violation; and

(4) Notice of the time and place of the hearing.

(e) Filing of copy of order. After the civil penalty is assessed, the city secretary shall file with the district clerk of the county in which the property is located a certified copy of the order assessing the civil penalty stating the amount and duration of the penalty.

(f) Enforcement. The civil penalty may be enforced by the city in a suit brought by the city in a court of competent jurisdiction for a final judgment in accordance with the assessed penalty. A civil penalty under this section is final and binding and constitutes prima facie evidence of the penalty in any suit.

~~Sec. 3.03.015 — Authority to order immediate demolition~~

~~Notwithstanding all other provisions of this article, nothing herein shall be deemed a limitation on the duty of the city to summarily order the demolition of any building or structure where it is apparent that the immediate demolition of such building or structure is necessary to the protection of life, property or general welfare of the people in the city.~~

Sec. 3.03.015 Appeals

In accordance with Section 214.0012 of the Local Government Code, any owner, lienholder, or mortgagee of record of a building for which an order is issued by the city may, within thirty (30) calendar days after the order is mailed to them, appeal the order by filing a verified petition in district court stating that the decision is illegal, either in whole or in part, and specifying the grounds for the illegality. The petitioner shall provide the city with evidence that an appeal has been made to district court within thirty (30) days.

Comment [JRP1]: I have concerns about authorizing immediate demolition without a fair process. Is this something that the City does often?



**City Council Agenda
January 21, 2021**

Agenda Item:D3

(Discussion)

Fire Marshal

Agenda Description:

Discussion and direction from the Council on establishing the Fire Marshal's Office as a Law Enforcement Organization by the Texas Commission on Law Enforcement (TCOLE).

Background Information:

To be presented by Chief Griffith

Financial Information:

City Contact and Recommendations:

Chief Tom Griffith

Attachments:



TO: Mayor and City Council

FROM: Mike Peacock, City Manager

DATE: January 14, 2021

SUBJECT: Update of ongoing projects.

I wanted to catch everyone up on some of the ongoing projects we are working on...

Park:

The upgrades have begun in the City Park. New doors have been installed in the restrooms and the concession stand upgrades are in progress. In the coming weeks, we will have repainted the walls and stripped, etched and re-sealed all the restroom floors. The ball fields should be complete in the next week and the fountain has been installed in the pond. Wi-Fi has been installed and the ball field side of the park has new security cameras installed and working. The Splash Pad side will be installed in the next 2 to 3 weeks. New signs are being printed and fences repaired. Trees have been trimmed and fire lanes have been re-stripped. I am hopeful all the upgrades will be complete by mid February.

Staff/COVID-19

Currently 65% of the staff has been quarantined or infected by the Covid-19 virus. Despite our best efforts, the disease seems to make its way to our staff. Although we have no way of knowing if the exposures are happening at work, we do have many positions where exposure is likely. We continue to provide hand sanitizers, face masks and routine cleaning in City Hall. As of this writing, there is 1 employee that remains home with a positive diagnosis.

Street Improvements

Engineering adjustments have been made on the first of the proposed street projects funded by the 2020 Street Bonds. Staff will be meeting with engineers the week of January 18, 2021 to review the latest cost projections. The plan is to have options provided to the City Council in February 2021.

Fire Department Staffing

The three firefighters have been selected and hired. They will be starting the orientation process on January 25, 2021 and he expects to have them assigned to shifts the first or second week of February. All three are certified firefighters and Emergency Medical Technicians. They were selected after a rigorous process that included a written exam, physical ability test, oral review board, phycological testing, and criminal background check.

Village Creek Drainage Projects

The two projects are now complete and final inspections have been completed. We are working on the final closeout documents and applications for payment to close out these first round of projects. The next projects will be preparing for bidding in the next 2-3 weeks.

Joshua Station Development

Dirt work has begun on the Starbucks and erosion control measures are in place for both the Starbucks and Panda. We expect the final documents from Panda in the coming days, that will have them beginning construction soon after.

Bids for the Hwy. 174 left turn lane have been delayed as a result of none being submitted. The bid is currently out for bids again with a due date of February 2, 2021.

Joshua Crossing

Excavation has begun on the Town Homes in the Joshua Crossing development clearing the property and hauling off the debris.

Mockingbird Estates

Excavation for this new subdivision has begun. The left turn lane is still in discussions with TxDOT and the developer.

That's it for now on the major projects. I am happy to answer any questions you may have.



**MINUTES
CITY COUNCIL
REGULAR MEETING
DECEMBER 17, 2020
6:30 PM**

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

City Council Absent: Angela Nichols, Place 3

City Staff Present: Josh Jones, City Manager; Mike Peacock, Asst. City Manager; Aaron Maldonado, Development Services Director; Terry Welch, City Attorney; and Alice Holloway, City Secretary.

City facilities are closed to the public in response to a health emergency specifically Coronavirus Disease (COVID-19). This meeting is available via live stream.

Join Zoom Meeting:

<https://us02web.zoom.us/j/88618971772?pwd=VGFDODVZSFo0aEg5MVBOYytCYkVXQT09>

Meeting ID: 886 1897 1772 Passcode: 189361 or dial 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. WORK SESSION

1. Review and discuss questions related to the budget report and financial statement for November. (Staff Resource: J. Jones)

City Manager Jones presented the November 2020 budget report and financial statements. There were no comments regarding the documents.

2. Questions regarding Regular Session agenda items.

NA

C. 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. Kim Henderson, 605 Country Club Dr. Mrs. Henderson stated that she would like the council to consider renaming the city park. Mrs. Henderson was advised that her request will be forwarded to the Parks Department to review.

D. CONSENT AGENDA

1. Consider approval of minutes from the City Council Meeting held on November 17, 2020 and November 19, 2020. (Staff Resource: A. Holloway)

Councilmember Kimble moved to approve the City Council Meeting Minutes of November 17, 2020 and November 19, 2020. Councilmember Kidd seconded the motion. The motion passed unanimously.

E. REGULAR AGENDA

1. Public hearing regarding a request to rezone the following described property locally known as the Little Brook Estates, being approximately 105.64 acres of the George Wright Survey, Abstract No. 916, Johnson County, Texas, changing the zoning on the foregoing properties from (R-1) Single-Family Residential to (R-1L) Single-Family Residential-Large Lots.

Mayor Hollarn opened the public hearing regarding request to rezone the following described property locally known as the Little Brook Estates, being approximately 105.64 acres of the George Wright Survey, Abstract No. 916, Johnson County, Texas, changing the zoning on the foregoing properties from (R-1) Single-Family Residential to (R-1L) Single-Family Residential-Large Lots at 6:35 p.m.

a. Staff Presentation

Development Services Director Maldonado made the following statement:

A petition to rezone Little Brook Estates has been received by City Staff. Little Brook Estates has approximately 41 Lot owners that are asking the City Council to consider acting as the applicant and rezone their properties. This area has a long and complicated history as many property owners in the area want their properties rezoned from (R-1) to (R-1L) to better fit what and how the properties are and have been utilized in terms of use. On November 19, 2020 Council unanimously approved the City to act as the applicant in the rezone of Little Brook Estates. A recommendation has been made from the Planning & Zoning Commission on December 7, 2020 for approval to the City Council for the rezoning of Little Brook Estates from (R-1) to (R-1L).

b. Owner's Presentation

NA

c. Those in Favor

NA

d. Those Against

NA

e. Owner's Rebuttal

NA

Mayor Hollarn closed the public hearing at 6:37 p.m.

2. Discuss, consider, and possible action on an Ordinance to rezone the following described property locally known as the Little Brook Estates, being approximately 105.64 acres of the George Wright Survey, Abstract No. 916, Johnson County, Texas, changing the zoning on the foregoing property from (R-1) Single-Family Residential to (R-1L) Single-Family Residential-Large Lot.

Councilmember Kimble asked if staff contacted the citizens who did not sign the petition. City Manager Jones stated that the code enforcement officer did and all the citizens are okay with the change, they just did want to sign the petition.

Councilmember DePriest moved to approve an Ordinance to rezone the following described property locally known as the Little Brook Estates, being approximately 105.64 acres of the George Wright Survey, Abstract No. 916, Johnson County, Texas, changing the zoning on the foregoing property from (R-1) Single-Family Residential to (R-1L) Single-Family Residential-Large Lot. Councilmember Fleming seconded the motion. The motion passed unanimously.

F. STAFF REPORT

November 2020

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

G. EXECUTIVE SESSION:

Pursuant to Texas Government Code, Chapter 551, Subchapter D, the City Council will recess into Executive Session (closed meeting) to discuss the following:

- (a) Section § 551.074 (a)(1) of the Texas Government Code to deliberate the employment or evaluation of a public officer or employee, to-wit: The City Manager.

Mayor Hollarn announced that the City Council will recess into Executive session at 6:42 p.m.

H. RECONVENE INTO OPEN 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 stated that the meeting reconvened into regular session at 8:30 p.m.

Councilmember Purdom made the following motion:

I move to accept Josh Jones' resignation as City Manager and authorize the Mayor to execute a contract amendment with Josh Jones. I further move to authorize the Mayor to negotiate an agreement with Mike Peacock for City Manager to be effective upon the last day of employment of Josh Jones. Further, any agreement negotiated by the Mayor with Mike Peacock shall be subject to ratification by the City Council. Councilmember Kimble seconded the motion. The motion passed unanimously.

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

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

J. ADJOURNMENT

Mayor Hollarn adjourned the meeting at 8:31 pm.

Joe Hollarn, Mayor

ATTEST:

Alice Holloway, TRMC
City Secretary

Approved: January 21, 2021



**MINUTES
CITY COUNCIL
SPECIAL MEETING
DECEMBER 29, 2020
6:30 PM**

City Council Present: Joe Hollarn, Mayor; Rick DePriest, Place 1; Robert Purdom, Place 4; and Scott Kimble, Place 6.

City Council Absent: Mike Kidd, Place 2; Angela Nichols, Place 3; and Robert Fleming, Place 5

City Staff Present: Alice Holloway, City Secretary.

City facilities are closed to the public in response to a health emergency specifically Coronavirus Disease (COVID-19). This meeting is available via live stream.

Join Zoom Meeting:

<https://us02web.zoom.us/j/83103145701?pwd=andHczZSbnRsZU1VcEJNV0JNZGEvUT09>

Meeting ID: 831 0314 5701 Passcode: 468819 or to join by phone, dial (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:

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- By phone: Please call 817/558-7447 ext. 2003 and provide your name, address, and question. Your question will be read by the City Secretary in the order they are received.

A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

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

B. REGULAR AGENDA

1. Discuss, consider, and possible action on an Ordinance canvassing the returns and declaring the results of the December 19, 2020 City of Joshua Run-Off Election.

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

COUNCIL MEMBER PLACE 2

Candidate	Early Voting	Election Day	BBM	Total Votes	Percentage
Doug Taylor	36	35	25	96	42.48%
Mike Kidd	64	32	34	130	57.52%

Councilmember Kimble moved to approve an Ordinance canvassing the returns and declaring the results of the December 19, 2020 Runoff Election. Councilmember Purdom seconded the motion. The motion passed unanimously.

G. ADJOURNMENT

Mayor Hollarn adjourned the meeting at 6:31 pm.

Joe Hollarn, Mayor

ATTEST:

Alice Holloway, TRMC
City Secretary

Approved: January 21, 2021

1. Ordinance
2. Presentation will be presented at meeting

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, ORDERING A GENERAL ELECTION TO BE HELD ON SATURDAY, MAY 1, 2021; PROVIDING FOR THE DESIGNATION OF THE POLLING PLACE AND MANNER OF HOLDING SAID ELECTION; PROVIDING FOR THE DESIGNATION OF THE EARLY VOTING POLLING PLACE; PROVIDING FOR THE DESIGNATION OF THE EARLY VOTING CLERK; PROVIDING FOR THE POSTING AND PUBLICATION OF NOTICE; PROVIDING FOR THE APPOINTMENT OF ELECTION OFFICERS; PROVIDING A SEVERABILITY AND CONFLICTS CLAUSE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

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

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

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

SECTION 1

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

SECTION 2

A general election of the City shall be held on May 1, 2021, between the hours of 7:00 a.m. and 7:00 p.m., for the purpose of electing Council Member Place 4 for a three (3) year term and Council Member Place 6 for a three (3) year term.

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

SECTION 3

Voting on the date of the election, and early voting therefore, shall be by the use of a lawfully approved voting system. The preparation of the voting equipment to be used in connection with such voting system and the official ballots for the election shall conform

to the Texas Election Code.

SECTION 4

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

SECTION 5

Early voting by personal appearance will be held at Joshua City Hall, 101 S. Main Street, Joshua, Texas, during regular business hours, which shall be from 7:30 a.m. to 5:30 p.m. on each day that is not a Friday, Saturday, Sunday, or official State holiday, and from 8:00 am to 12:00 pm (noon) on each day that is a Friday commencing on Monday, April 19, 2021, and continuing through Tuesday, April 27, 2021. Extended hours for early voting shall be Monday, April 26, 2021, from 7:00 a.m. to 7:00 p.m. and Tuesday, April 27, 2021, from 7:00 a.m. to 7:00 p.m.

SECTION 6

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

SECTION 7

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

SECTION 8

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

SECTION 9

Phyllis Swaney is hereby appointed Election Judge and Carol Mathieu is hereby appointed Alternate Election Judge for the General Election to be held on May 1, 2021.

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

The Election Judge and Alternate Judge for the general election shall also serve as the Presiding Judge and Alternate Presiding Judge for Early Voting Ballot Board, and are hereby directed to perform the duties required by the Texas Election Code, as member

of the Early Voting Ballot Board for the Election.

SECTION 10

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

SECTION 11

This Ordinance shall take effect from and after its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, ON THIS THE 21st DAY OF JANUARY, 2021.

Joe Hollarn, Mayor

ATTEST:

Alice Holloway, City Secretary

Description	Cost
Precinct Kit – Early Voting	\$40.00
Precinct Kit – Election Day	\$40.00
Voting Machine Lease – AutoMark	350.00
Election Flash Card Formatting	955.00
Election Ballots	\$250.00
FPCA Kits	\$12.00
Absentee Kits	\$260.00
Election Notice Publication	\$650.00
Early Voting Clerks Option 1	\$0.00 (City Staff only)
Early Voting Clerks-Option 2	\$750.00 (City Staff and 1 external clerk)
Early Voting Clerks-Option 3	\$2250.00 (3 External clerks)
Election Day Clerks-	\$650.00
Total	
Option 1 - \$3207.00	
Option 2 - \$3957.00	
Option 3 - \$5457.00	

Exhibit C

COST OF SERVICE. The City of Joshua shall pay for services , supplies, and equipment in accordance with the following estimated cost schedule. The City of Joshua will be liable to pay all the expense that have endured; and a 10% administration fee.

THE CITY OF JOSHUA: 2021 MAY 1ST

Contracted Election with Johnson County/Separate Ballots 1 EV & 1 ED Location.

Pct. 2, 12, 13, 29, & 31

1. VOTING EQUIPMENT, TABULATION NOTICE, AND BUILDING RENTAL	Estimated	Actual
<u>(X) Rental M650 Optical Scanner</u>	\$350.00	
<u>(X) Rental ES&S Auto-Mark for HAVA</u>	\$350.00	
<u>(X) Programming Charges/Coding/Media/ shipping for 650 Central count & Auto-marks</u>	\$900.00	
<u>(X) Printing Ballots/Layout/Spanish Coding/ shipping</u>	\$2,000.00	
<u>(X) Publish Notice of Tabulation Test</u>	\$125.00	
<u>(X) Building Rental</u>	\$100.00	
 2. CENTRAL COUNT EXPENSES		
<u>(X) CC Station Manager</u>	\$125.00	
<u>(X) Tabulation Supervisor</u>	\$100.00	
<u>(X) Assistant Tabulation Supervisor</u>	\$100.00	
<u>(X) ENR Manager</u>	\$100.00	
<u>(X) ENR Assistant</u>	\$75.00	
<u>(X) ENR Assistant</u>	\$75.00	
<u>(X) CC Station Clerks</u>	\$220.00	
<u>(X) Early Voting Ballot Board Judge</u>	\$156.00	
<u>(X) Early Voting Ballot Board Personnel</u>	\$528.00	
<u>(X) Provisional/Late Ballot Board Judge</u>	\$52.00	
<u>(X) Provisional/Late Ballot Board Clerks</u>	\$176.00	
<u>(X) Security</u>	\$140.00	
 3. ESTIMATED EARLY VOTING COSTS		
<u>(X) Judge's Kit Early Voting</u>	\$40.00	
<u>(X) Ballot by Mail JOC</u>	\$250.00	
<u>(X) Early Voting Judge</u>	\$1,170.00	
<u>(X) Early Voting Clerks</u>	\$2,805.00	
<u>(X) Early Voting Mileage Reimbursement</u>	\$100.00	
<u>(X) Early Voting Pick up & delivery fee</u>	\$25.00	

Exhibit C

4. ESTIMATED ELECTION DAY COSTS

<u>(X) Judge's Kit Election Day</u>	<u>\$40.00</u>
<u>(X) Election Day Judge</u>	<u>\$208.00</u>
<u>(X) Election Day Clerks</u>	<u>\$462.00</u>
<u>(X) Election Day Pick up & delivery fee</u>	<u>\$25.00</u>
<u>(X) Supplies</u>	<u>\$200.00</u>

Subtotal \$10,997.00

5. CONTRACT ADMINISTRATIVE FEE & TOTAL COST

<u>10% of Subtotal</u>	<u>\$1,099.70</u>
------------------------	-------------------

TOTAL COST \$12,096.70

*** Per section: 7.01**

If the Election is canceled there will be a fee of \$75.00 to be paid by CITY within (30) days of said cancellation.



City Council Agenda January 21, 2021

Agenda Item: G2 Resolution (Action Item)

Agenda Description:

Discuss, consider, and possible action on a resolution approving a joint Election Agreement between the City of Joshua and the Joshua Independent School District. (Staff Resource: A. Holloway)

Background Information:

On May 1, 2021, the City of Joshua and the Joshua Independent School District will hold its General Election. State law authorizes local governments and school districts holding elections on the same day to share locations; making it more convenient for the citizens.

The attached agreement must be approved by both governing bodies.

Financial Information:

There is no cost associated with the agreement.

City Contact and Recommendations:

Alice Holloway, City Secretary

Staff recommends approval of resolution

Attachments:

1. Resolution
2. Agreement

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, APPROVING A JOINT AGREEMENT BETWEEN THE CITY OF JOSHUA AND JOSHUA INDEPENDENT SCHOOL DISTRICT FOR THE MAY 1, 2021 GENERAL ELECTION FOR JOSHUA, TEXAS; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Joshua (“the City”) has called a general election for Saturday, May 1, 2021; and

WHEREAS, the Joshua Independent School District (“JISD”) has or will call an election for Saturday, May 1, 2021; and

WHEREAS, the JISD has expressed its desire for a joint election with the City; and

WHEREAS, state law allows local governments holding elections on the same day to do so jointly, thereby making voting more convenient; and

WHEREAS, it is necessary to authorize an agreement in accordance with Section 271.002 of the Texas Election Code, whereby the City and the JISD agree to hold a joint election on May 1, 2021.

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

Section 1. The City Council of the City of Joshua hereby authorizes that the May 1, 2021 General Election be held jointly with the Joshua Independent School District.

Section 2. The City Manager is hereby authorized to execute an agreement with the Joshua Independent School District for a joint election on Saturday May 1, 2021. The agreement is attached hereto as Exhibit “A”.

Section 3. That this resolution shall take effect immediately upon its passage, and it is so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Joshua this 21st day of January, 2021.

APPROVED:

Joe Hollarn, Mayor

Attest:

Alice Holloway, City Secretary

JOINT ELECTION AGREEMENT
CITY OF JOSHUA
and the
JOSHUA INDEPENDENT SCHOOL DISTRICT

THIS AGREEMENT is made and entered into this 21st day of January, 2021, by and between the CITY OF JOSHUA, TEXAS acting by and through the City Manager or his/her designee, (hereinafter referred to as "CITY") and the JOSHUA INDEPENDENT SCHOOL DISTRICT, acting by and through its Superintendent or his designee (hereinafter referred to as "Joshua ISD").

WHEREAS, the City of Joshua and Joshua ISD will conduct Elections on May 1, 2021; and

WHEREAS, it is desirable for voter convenience and to reduce the overall cost to each entity that said elections be held jointly on May 1, 2021; NOW THEREFORE,

FOR AND IN CONSIDERATION of the mutual project referenced herein, the parties hereto agree to hold an election jointly on May 1, 2021, from 7:00 a.m. until 7:00 p.m., in accordance with Section 271.002, Texas Election Code, and that said election be conducted jointly pursuant to the terms of this agreement.

I. AGREEMENT

GENERAL TERMS:

- 1.01 On Saturday, May 1, 2021, the elections shall be held from 7:00 AM until 7:00 PM, that day at 907 South Broadway, Joshua, Texas.
- 1.02 Each political subdivision participating in the election on May 1, 2021, shall have its own election judge and clerks.
- 1.03 Each political subdivision shall be responsible for the cost of the ES&S AutoMark voting equipment.
- 1.04 Each political subdivision shall be responsible for its own ballots and Election supplies.
- 1.05 Each political subdivision shall be responsible for its own early voting.
- 1.06 Each political subdivision shall be responsible for preparing election

orders, resolutions, notices, and other pertinent documents for adoption for execution by the appropriate office; and take all actions required by law for calling the election, handling contests, canvassing the returns, and declaring the results of the election.

- 1.07 Each political subdivision, if required, shall be responsible for preparing and submitting to the U.S. Department of Justice, under Section 5 of the Voting Rights Act of 1975, the required submission on voting changes with respect to the election.

ACCEPTANCE:

On behalf of the City of Joshua, I hereby accept the terms of this Agreement.

Signed this 21st day of January 2021.

Mike Peacock
City Manager
Joshua, Texas

On behalf of the Joshua ISD, I hereby accept the terms of this Agreement.

Signed this 18th day of January 2021.

Fran Marek
Superintendent
Joshua, Texas



City Council Agenda January 21, 2021

Agenda Item:G3 Minute Resolution (Action Item)

Agenda Description:

Agreement with Rumfields, LLC to construct a parking lot on property owned by the City to be re-paid to developer by sales tax generated by the downtown businesses.

Background Information:

Additional parking space is needed downtown and the developer of a new building has agreed to construct that lot and be re-imbursed over time with funds generated by sales tax. Type A EDC approved the land use and re-imbbursement to the developer.

Financial Information:

Expected to cost around \$200,000. To build. Payments would continue until the debt is paid including a 4.0% interest.

City Contact and Recommendations:

Mike Peacock

Staff recommends approval.

Attachments:

CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT

THIS CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT ("Agreement") is made and entered into by and between the City of Joshua, Texas ("City"), and Rumfield Properties ("Developer") and effective on the Effective Date, as established herein.

WHEREAS, Developer is developing a retail building and parking lot generally located on the northeast corner of North Main Street and East 12th Street (Lots 9-10, Block 5) in the City ("Property"), to be constructed in accordance with the exhibits attached hereto, and as more fully described herein; and

WHEREAS, a depiction of a Site Plan ("Site Plan") for the Property is attached hereto as Exhibit A and incorporated by reference, and the retail building elevations are attached hereto as Exhibit B and incorporated by reference; and

WHEREAS, Developer has agreed to construct the parking lot on East 12th Street between the twenty-foot (20') alley and Veatch Street, as depicted in the Site Plan, on property ("Parking Lot Property") owned by the City's Type A Economic Development Corporation, subject to the terms contained in this Agreement; and

WHEREAS, the City has the authority under Chapter 380 of the Texas Local Government Code to make loans or grants of City funds for the purposes of promoting local economic development and stimulating business and commercial activity; and

WHEREAS, Developer and the City agree to be subject to the terms and conditions of this Agreement for the reimbursement of funds to Developer for Developer's construction of a parking lot on the Parking Lot Property, and the City and Developer acknowledge and agree that such agreement promotes the continued economic development of the City; and

WHEREAS, Developer and the City recognize that this Agreement and all terms and provisions herein are subject to the laws of the State of Texas; and

WHEREAS, the City Council has considered and approved this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer and the City hereby agree as follows:

1. **Authority.** The City's execution of this Agreement is authorized by Chapter 380 of the Texas Local Government Code and constitutes a valid and binding obligation of the City. Developer's execution and performance of this Agreement constitutes a valid and binding obligation of Developer in the event Developer proceeds with the construction of a parking lot on the Parking Lot Property in the City. The City

acknowledges that Developer is acting in reliance upon the City's performance of its obligations under this Agreement in making its decision to commit substantial resources and money for the construction of the parking lot on the Parking Lot Property.

2. **Effective Date.** This Agreement shall be effective as of the date the last Party executes this Agreement and shall terminate when all terms and conditions of this Agreement have been fulfilled, specifically when Developer has been fully reimbursed for its costs of the construction of the parking lot, unless otherwise terminated by the Parties.

3. **Parking Lot Construction.** Developer shall construct a parking lot on the Parking Lot Property, subject to the following conditions:

A. The construction plans for the construction of the parking lot shall be approved by the City Engineer prior to the commencement of any construction. The City Engineer shall endeavor to review all submitted construction plans as promptly as feasible and all construction shall be consistent with the approved construction plans.

B. The City, with the concurrence of the City's Type A Economic Development Corporation, hereby grants a license to Developer to construct the parking lot on the Parking Lot Property, and the Parties agree and acknowledge that ownership of the Parking Lot Property shall remain with the City's Type A Economic Development Corporation.

C. The estimated cost for the construction of the parking lot is \$219,000.00 as of the date of execution of this Agreement. Developer shall obtain at least three (3) bids from qualified contractors for the construction of the parking lot, and the City shall assist Developer with any issues related to the bidding of the parking lot construction project.

D. If during construction of the parking lot, Developer experiences an unavoidable cost increase related to such construction, Developer shall submit a cost increase request to the City. After review and approval of such cost increase by the City, not to be unreasonably withheld, the additional cost shall become a part of the construction costs. Upon completion of the construction of the parking lot, Developer shall submit a copy of its actual final costs for the construction of the parking lot.

E. Developer shall execute a performance bond for the construction of the parking lot to ensure completion of same. The bond must be executed by a corporate entity in accordance with Chapter 2253 of the Texas Government Code, as amended. Further, prior to the City's acceptance of the parking lot, Developer (or any contractor it engages to construct the parking lot) shall execute a "bills paid" affidavit with the City, verifying that all subcontractors have been paid.

F. Upon the City's acceptance of the parking lot, Developer shall provide the City with a two-year maintenance bond by a City-approved surety and in a form acceptable to the City.

4. **Reimbursement to Developer by City.**

A. Upon acceptance of the parking lot, the City will provide for periodic payments ("Payments") to be made to Developer by establishing a separate fund at the City, or a subaccount of an existing fund in the City treasury, as deemed appropriate by the City, into which certain Sales Taxes received by the City from the City's downtown will be deposited. When Sales Taxes are received by the City from the State Comptroller, the City shall make Payments to Developer promptly, not more often than quarterly, to reimburse Developer the costs it incurred for the construction of the parking lot. In no event shall the City make Payments to Developer until the City has inspected and approved the completed parking lot.

B. The Payments shall consist of a portion of the City's Sales Taxes attributable to businesses located in the City's downtown, as determined by the City in its sole discretion. The Payments shall continue each year until Developer has been fully reimbursed for the costs of the construction of the parking lot, with interest, as referenced herein.

C. The Payments shall be paid solely from lawfully available funds. As of the date of execution of this Agreement, the City may reimburse Developer from any of the following revenue streams: general sales tax proceeds or Type A economic development sales tax. Nothing in this Agreement shall obligate the City to designate a certain or exclusive revenue stream to be designated as the sole source of payments to Developer.

D. Any amounts due and owing Developer from the City shall accrue simple interest at the rate of four percent (4%) per annum.

5. **Termination of this Agreement.** This Agreement shall terminate as follows:

A. If Developer has not commenced construction of the parking lot by January 1, 2022. For purposes of this Agreement, "commencement of construction" shall mean written authorization or approval by the City to proceed with construction of the parking lot.

B. If the City has paid to Developer any and all Payments in fulfillment of its financial obligations referenced herein.

C. Any warranty, representation or statement made or furnished to the City by or on behalf of Developer under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished, and Developer fails to

cure same within thirty (30) days after written notice from the City describing the violation, or if such violation cannot be cured within such 30-day period in the exercise of all due diligence, then if Developer fails to commence such cure within such 30-day period or fails to continuously thereafter diligently prosecute the cure of such violation, or if Developer learns that any such warranty, representation or statement has become false or misleading at the time that it was made, and Developer fails to provide written notice to the City of the false and misleading nature of such warranty, representation or statement within ten (10) days after confirmed written notice to Developer, the City may declare default of this Agreement.

D. Failure of Developer to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any documents generated or otherwise created attendant to this Agreement or in any way related to this Agreement, or failure of Developer to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement between the City and Developer, and Developer fails to cure such failure within thirty (30) days after written notice from the City describing such failure, or if such failure cannot be cured within such 30-day period in the exercise of all due diligence, then if Developer fails to commence such cure within such 30-day period or fails to continuously thereafter diligently prosecute the cure of such failure, the City may declare default of this Agreement.

E. The dissolution or termination of Developer's existence as a going business, Developer's insolvency, any assignment of all or substantially all of the assets of Developer for the benefit of creditors of Developer, any type of creditor workout for Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer unless, in the case of involuntary proceedings, such proceedings are discharged within sixty (60) days after filing.

6. **Miscellaneous Provisions.** The following miscellaneous provisions are a part of this Agreement:

A. This Agreement constitutes an entire understanding and agreement of the Parties as to the matters set forth in this Agreement. No alteration or amendment to this Agreement shall be effective unless given in writing and signed by all of the Parties hereto.

B. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Johnson County, Texas. Venue for any action arising under this Agreement shall lie in the state courts of Johnson County, Texas.

C. This Agreement shall become a binding obligation on the Parties on the Effective Date.

D. The City expressly waives its right of immunity to suit for enforcement and collection under this Agreement, but otherwise does not waive any statutory or common law right to sovereign immunity by virtue of its execution hereof.

E. The City represents and warrants that this Agreement has been approved by the City Council in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. Developer represents and warrants that this Agreement has been approved by the appropriate action of Developer, and that the individual executing this Agreement on behalf of Developer has been duly authorized to do so. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.

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

G. IF A PARTY IS IN DEFAULT, THE AGGRIEVED PARTY MAY, AT ITS OPTION AND WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY UNDER THIS AGREEMENT, SEEK ANY RELIEF AVAILABLE AT LAW OR IN EQUITY, INCLUDING BUT NOT LIMITED TO, AN ACTION UNDER THE UNIFORM DECLARATORY JUDGMENT ACT, SPECIFIC PERFORMANCE, MANDAMUS, INJUNCTIVE RELIEF AND TERMINATION OF THOSE PROVISIONS OF THIS AGREEMENT APPLICABLE TO PROPERTY OWNED BY THE DEFAULTING PARTY. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL ENTITLE THE AGGRIEVED PARTY TO THE TERMINATION OF THIS AGREEMENT.

H. All notices required to be given under this Agreement shall be given in writing and shall be effective when actually delivered or when deposited in the United States mail, first class, postage prepared, addressed to the Party to whom the notice is to be given at the addresses shown below. Any Party may change its address for notices under this Agreement by giving formal written notice to the other Party, specifying that the purpose of the notice is to change the Party's address. For notice purposes, each Party agrees to keep the other informed at all times of its current address.

For the City: City of Joshua, Texas
101 South Main Street
Joshua, Texas 76058
Attention: City Manager

For Developer: Rumfield Properties, Inc.
P.O. Box 1687

Burleson, Texas 76097
Attention: Robbie Rumfield

I. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

J. Except as provided below, this Agreement and the rights and obligations contained herein may not be assigned by Developer without the prior written approval of the City not to be unreasonably withheld.

K. Notwithstanding anything contained herein regarding a time of commencement or completion of the construction of the parking lot, Developer shall be granted such additional time as may be required in the event of "force majeure" so long as Developer is diligently and faithfully pursuing commencement or completion of the same. For purposes of this Agreement, the term "force majeure" shall mean any contingency or cause beyond the reasonable control of Developer, or its assignee, as the case may be, including, without limitation, acts of God, or the public enemy, war, riot, civil commotion, insurrection, governmental or de facto governmental action, fires, explosions, floods, strikes, epidemics or shortages of essential materials.

L. From the Effective Date of this Agreement to the date on which all construction of the parking lot is completed, as contemplated herein, and has been accepted by the City, Developer, individually and on behalf of its respective officers, directors, partners, employees, representatives, agents, successors, assignees, vendors, grantees and/or trustees, does hereby agree to release, defend, indemnify and hold harmless the City and its elected and appointed officials, officers, employees and agents from and against all damages, injuries (including death), claims, property damages (including loss of use) losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses (including attorney's fees and expenses incurred in enforcing this indemnity), caused by the negligent, grossly negligent, and/or intentional act and/or omission of the applicable Developer, its officers, directors, partners, employees, representatives, agents, or any other third parties for whom such Developer is legally responsible, in its/their performance of this Agreement, including but not limited to, the construction of the Improvements contemplated herein (hereinafter "claims"). Developer is expressly required to defend the City against all such claims arising under this Agreement, and the City is required to reasonably cooperate and assist Developer(s) in providing such defense.

M. In its reasonable discretion, the City shall have the right to approve counsel to be retained by Developer in fulfilling its obligation hereunder to defend and indemnify the City. The City reserves the right to provide a portion or all of its own defense, at its sole cost; however, the City is under no obligation to do so. Any such action by the City is not to be construed as a waiver of Developer's obligation to defend the City or as a waiver of Developer's obligation to indemnify the City pursuant to this Agreement. Developer shall retain City-approved defense counsel within seven (7) business days of the City's written notice that the City is invoking its right to

indemnification under this Agreement.

N. Subsection (L), above, relative to indemnification, shall survive the termination of this Agreement.

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

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

Q. Developer certifies that it does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the term of this Agreement, Developer or its successors or assigns is convicted of a violation under 8 U.S.C. § 1324a(f), Developer or its successors or assigns shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of eight percent (8%), not later than the 120th day after the date the City notifies Developer or its successors or assigns of the violation.

R. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.

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

T. Invalidity of any one of the provisions of this Agreement by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

U. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to mediation.

[Remainder of Page Intentionally Left Blank]

CITY OF JOSHUA, TEXAS

By: _____
Printed Name: Joe Hollarn
Title: Mayor

ATTEST:

Alice Holloway, City Secretary

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

This instrument was acknowledged before me on the ____ day of _____, 2021, by Joe Hollarn, Mayor of the City of Joshua, Texas, on behalf of said municipal corporation.

Notary Public, State of Texas

My commission expires: _____

RUMFIELD PROPERTIES, INC.:

By: _____

Printed Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF JOHNSON §

 This instrument was acknowledged before me on the _____ day of _____, 2021, by _____, _____ of Rumfield Properties, Inc., on behalf of said corporation.

Notary Public, State of Texas

My commission expires: _____

EXHIBIT A
(Site Plan)

EXHIBIT B
(Building Elevations)



City Council Agenda January 21, 2021

Agenda Item:G4

Minute Resolution

(Action Item)

Agenda Description:

Discuss, consider, and possible action on approving one time payments to employees for Special Duty Compensation related to the Covid-19 Response.

Background Information:

Approval of this item will authorize the expenditure to compensate employees for expenditures resulting from Covid-19. This one-time payment if approved would provide compensation to all employees based on risk of exposure.

Front Line Employees (FD, PD) \$1,000.00

Essential Employees (Administration, Inspections, Code Enforcement) \$750.00

Part Time Essential (Animal Control, Detectives) \$500.00

Financial Information:

Total Cost of payout \$31,250.00

Funds would likely be made up from shortfalls from open position in PD, PW and Administration and the Budget Effect would be a net neutral. Other funding if needed could come from received Cares Act funding.

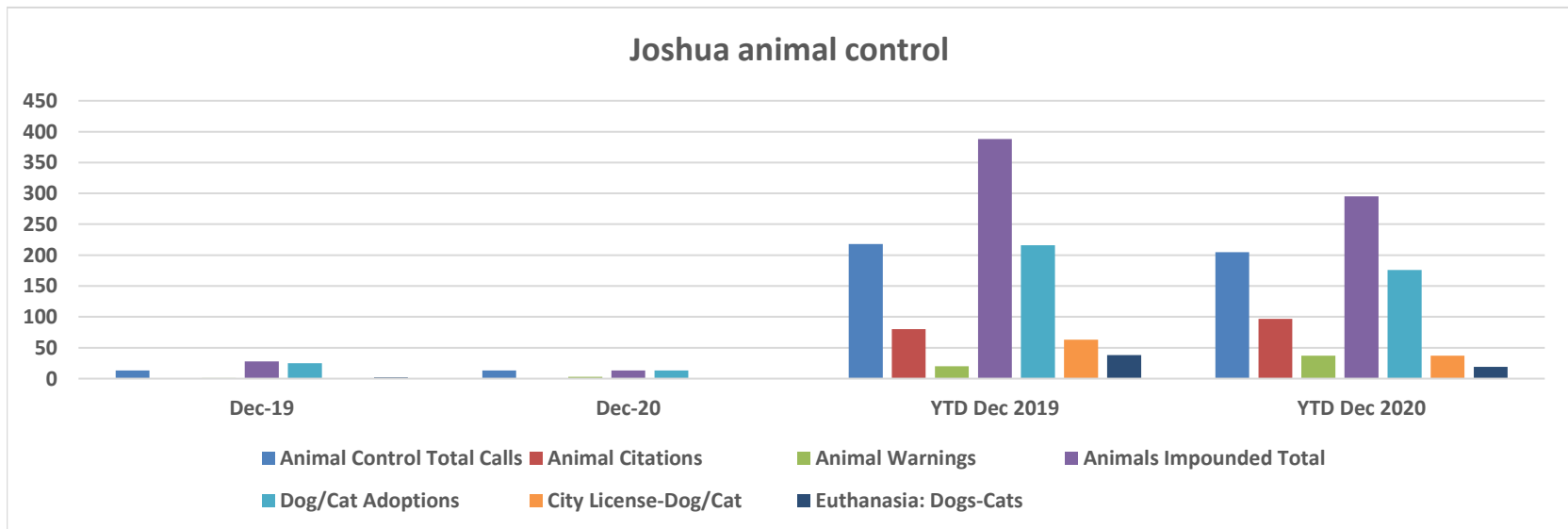
City Contact and Recommendations:

Staff recommends approval.

Attachments:

JOSHUA ANIMAL CONTROL ACTIVITY STATISTICS

	Dec-19	Dec-20	YTD Dec 2019	YTD Dec 2020
Animal Control Total Calls	13	13	218	205
Animal Citations	0	0	80	97
Animal Warnings	1	3	20	37
Animals Impounded Total	28	13	388	295
Dog/Cat Adoptions	25	13	216	176
City License-Dog/Cat	0	0	63	37
Euthanasia: Dogs-Cats	2	0	38	19



December 2020

General year-end statistics regarding police activity are included in this month's report to provide an overview of local law enforcement activity in 2020. The department saw an overall increase of 6% in the number of investigative reports completed by officers. Reports are a good indicator of non-discretionary workload and include reported offenses, arrests, crashes and some non-criminal investigative activities. The most notable crime increase in the city was assaults. Those offenses increased 30% from 42 in 2019 to 55 in 2020. The vast majority of these cases involved domestic violence. Conversely, the number of reportable crashes decreased in 2020 dropping from 64 to 53. This may be attributable to the decrease in vehicle traffic, especially early during the pandemic. Data from TXDOT is included, describing the locations of crashes reported in the city. This year, 12 of the 53, or 23%, occurred at the intersection of FM 917 and SH 174(Broadway St.).

This month, the department was challenged by an outbreak of COVID 19 among its staff. A total of five employees became symptomatic resulting in some staffing challenges. The department was able to maintain minimum staffing levels and by the end of December, all employees had returned to work.

Staffing continues to be a challenge for the department. We received one certified and three non-certified officer applications during December. We are now evaluating the possibility of identifying, hiring and sending officers to a police academy. To fill the staffing void, we continue utilizing non-commissioned staff and a part-time officer.

Patrol

Category	December 2020	December 2019	2020 year to date
Dispatched Calls	225	269	2,754
Arrests	6	5	102
Crash Reports	2	6	53
Traffic Stops	190	238	2,247
Citations	75	137	1,324
Outside LE Agency Assist	9	7	149
Reports	31	57	525



Investigations

Category	December 2020	December 2019	2020 year to date
Crimes Against Persons	3	4	65
Property Crime (Thefts, Damage)	10	16	105
Other (Drug or Alch/Missing/Deceased)	5	6	64
Total	18	26	234

Crime by Offense Type

Category	December 2020	December 2019	2020 year to date
Murder/Non-Negligent Homicide	0	0	0
Manslaughter by Negligence	0	0	0
Rape	0	0	0
Robbery	0	0	1
Assault	3	2	55
Burglary (bldg. and vehicle)	3	11	21
Larceny (theft, fraud)	4	4	55
Total	10	17	132

Training

Category	December 2020	2020 Year to Date
Computer Based	0	683
Classroom	40	439
Total	40	1122

Community Outreach

Category	Date
Traffic Stops/Police Encounters Presentation at JISD New Horizons	12/17/20



Staffing

Category	Commissioned	Non-Commissioned	Animal Ctrl
Positions	10.5	2.5	2.5
Vacancies	2	0	0

Promotions and Hiring

Officer Christopher Lee was promoted to Sergeant and assigned to the patrol division.

Complaints and Commendations

Category	December 2020	December 2019	2020 Year to date
Commendations	0	2	24
Complaints	0	0	1

Police Fleet

Unit#-YR	Year/Make	Mileage	Service
81-07	2007/Chev	131,387	Investigations/Admin
82-10	2010/Chev	129,192	Investigations/Admin
84-16	2016/Ford	68,410	Patrol
85-17	2017/Ford	65,795	Patrol
86-19	2019/Ford	49,318	Patrol
87-20	2020/Chev	10,870	Patrol
88-20	2020/Chev	3,195	Patrol

2020 Joshua PD Crash Summary by Location

City	Highway Number	Intersecting Highway Number	Intersecting Street Name	Street Name	Average Daily Traffic Amount
JOSHUA	174	917			22041
JOSHUA	174	917			22041
JOSHUA	174	917			22041
JOSHUA	174	917			22041
JOSHUA	174	917			22041
JOSHUA	174	917			22041
JOSHUA	174	917			22041
JOSHUA	174	917			22041
JOSHUA	174	917			22041
JOSHUA	174	917			22041
JOSHUA	174		COBB DR		25377
JOSHUA	174		COOPER LN		22041
JOSHUA	174		COOPER LN		22041
JOSHUA	174		COOPER LN		22041
JOSHUA	174		COUNTRY CLUB DR		25377
JOSHUA	174		PLUM ST		22041
JOSHUA	174		S MAIN ST		22041
JOSHUA	174		STADIUM DR		22041
JOSHUA	174		STADIUM DR		22041
JOSHUA	174				22041
JOSHUA	174				22041
JOSHUA	174				22041
JOSHUA	174				22041
JOSHUA	174				22041
JOSHUA	174				25377
JOSHUA	174				22041
JOSHUA	174				22041
JOSHUA	174				22041
JOSHUA	174				22041
JOSHUA	174				25377
JOSHUA	174				25377
JOSHUA	174				22041
JOSHUA	917	174			4592
JOSHUA	917	174			4413
JOSHUA	917		BENTLEY DR		4429
JOSHUA	917		E 12TH ST		4592
JOSHUA	917		GREGORY ST		4429
JOSHUA	917		S VEATCH ST		4592

2020 Joshua PD Crash Summary by Location

JOSHUA	917	S VEATCH ST	4592
JOSHUA	917	SANTA FE ST	4592
JOSHUA	917	TRAILWOOD DR	4429
JOSHUA	917		4429
JOSHUA	917		4636
JOSHUA	917		4429
JOSHUA	917		4429
JOSHUA	917		4636
JOSHUA	917		4592
JOSHUA	917		4413
JOSHUA	917		4429
JOSHUA		N MAIN ST	6TH ST
JOSHUA			CADDO
JOSHUA			PAULA DR
JOSHUA			N MAIN ST

- Crashes without an intersection identified are typically driveway entrances on 174 or the vehicle operator drove off the roadway resulting in a crash on FM 917.



Joshua Fire Department

Memorandum #:

To: Josh Jones, City Manager

From: Tom Griffith, Chief

Copy: Mike Peacock, Asst. City manager

Subj: Fire Department Incident Statistics – December 2020

Date: January, 2021

Below are the incident statistics for the month of June. Unfortunately missed calls increased from 18% to 35%. I anticipate this to change significantly with the hiring of our three fulltime firefighters. The new firefighters will undergo a period of orientation beginning January 21st and continuing through the first two weeks of employment. We should see the full effects of their presence beginning in February.

	November 2020	December 2020
STAFFING LEVELS		
Total Calls For Month	121	119
Missed Calls	18 (15%)	35 (29%)
Adequately Staffed Calls	22 (18%)	31 (26%)
Without Adequate Staff	81 (67%)	53 (45%)
Average Response Time:	9:02	8:36
CITY/COUNTY/MUTUAL AID		
ESD Automatic Aid Received To City:	7	4
City Calls For Month	86 (71%)	83 (70%)
County Calls for Month	29 (24%)	25 (21%)
Mutual Aid for the Month	6 (5%)	11 (9%)
City Calls YTD	805 (68%)	889 (68%)
County Calls YTD	301 (25%)	326 (25%)
Mutual Aid Calls YTD (Giving)	74 (6%)	89 (7%)

City of Joshua
Municipal Court Council Report
From 12/1/2020 to 12/31/2020

1/7/2021 1:55 PM

Violations by Type

Traffic	Penal	City Ordinance	Parking	Other	Total
73	5	0	0	6	84

Financial

State Fees	Court Costs	Fines	Tech Fund	Building Security	Total
\$5,619.43	\$1,923.58	\$3,323.15	\$240.41	\$291.13	\$11,397.70

Warrants

Issued	Served	Closed	Total
4	0	6	10

FTAs/VPTAs

FTAs	VPTAs	Total
3	5	8

Dispositions

Paid	Non-Cash Credit	Dismissed	Driver Safety	Deferred	Total
18	0	8	19	21	66

Trials & Hearings

Jury	Bench	Appeal	Total
0	0	0	0

Omni/Scofflaw/Collection

Omni	Scofflaw	Collections	Total
33	0	33	66

City of Joshua
Parks & Recreation
Status Report
For the month of December 2020

Grounds Maintenance	City Park	Baseball Complex	City Facilities	Entry Way Signs
Mowing				
Weed Eating, Edging, Blowing	15	12		
Hedge & Tree Trimming	10		2	
Flower Beds/Landscaping				
Fertilizing/Over Seeding		4		
Irrigation	64	40		
Trash Removal	60	17	18	

Field Maintenance	Field One	Field Two	Field Three
Mowing			
Weed Eating	4	4	4
Infield Edging			
Striping			
Infield Draging			
Infield Repair			
Fertilizing/Over Seeding	4	4	
Infield Watering			
Trash Removal			4

Building Maintenance	City Park	Baseball Complex	City Facilities
Custodail Duties	70		20
General Repairs	35	10	34
Toddler Playground		4	
Equipment Maintenance	6	20	29
Special Events			
Remodeling	16		24

City of Joshua
Parks & Recreation
Status Report
For the month of December 2020

Activity	Total Hours
Mowing	
Weed Eating, Edging, Blowing	27
Hedge & Tree Trimming	12
Flower Beds/Landscaping	
Fertilizing/Over Seeding	4
Irrigation	104
Trash Removal	95
Field Mowing	
Field Weed Eating	12
Infield Edging	
Striping	
Infield Draging	
Infield Repair	
Fertilizing/Over Seeding	8
Infield Watering	
Trash Removal	4
Custodail Duties	90
General Repairs	79
Toddler Playground	4
Equipment Maintenance	55
Special Events	16
Remodeling	40
Total Man Hours	550

Public Works Monthly Team Status Report

For The Month Of December 2020

Completed Items

[illegible]

In Progress

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

Assigned But Not Yet Started

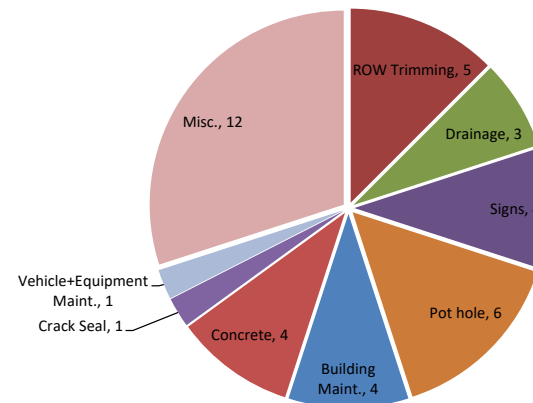
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City of Joshua
Public Works Monthly Activity Report
For the Month of December 2020

	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	1	1					1												5
Drainage											1																			1	1		3
Signs		1					1	1									1																4
Hot Asphalt																																	0
Pot hole		1							1							1	1					1									1		6
Building Maint.			1							1													1								1		4
Concrete				1																	1	1							1				4
Emergency Services																																	0
Crack Seal																		1															1
Safety Meeting																			1														0
Supporting other Dept.																																	0
Vehicle+Equipment Maint.																						1											1
Misc.		2								2	2			1	1						1								1	1	1		12

Chart reflects one per daily occurrence

ROW Mowing	0
ROW Trimming	5
Drainage	3
Signs	4
Hot Asphalt	0
Pot hole	6
Building Maint.	4
Concrete	4
Emergency Services	0
Crack Seal	1
Safety Meeting/Classes	0
Supporting other Dept.	0
Vehicle+Equipment Maint.	1
Misc.	12



Building Inspection Report

December 2020

December	2020	2019	YTD 2020	YTD 2019
Building	48	33	456	310
Electrical	27	23	316	221
Plumbing	29	20	275	200
Mechanical	14	9	118	67
Re-Inspections	4	9	119	144
Certificate of Occupancy	0	1	14	16
Certificate of Occupancy Re-Inspection	0	0	0	1
Total # of Inspections	122	95	1298	959
Plan Review	19	8	138	70

Building Permit Report

December 2020

December	2020	2019	YTD 2020	YTD 2019
Building	29	19	289	220
Electrical	18	8	141	111
Plumbing	18	9	178	119
Mechanical	14	6	84	54
Permanent Sign	0	2	12	19
Temporary Sign	3	6	22	35
Certificate of Occupancy	3	1	22	20
Swimming Pool	2	0	12	4
Sprinkler System	10	0	56	35
Solicitor	0	0	0	1
Contractor Registration	17	20	159	181
MHP Registration	1	4	1	4
Total # of Permits	115	75	976	803

City of Joshua
Code Compliance Report
For the Year of 2020

Code Compliance Report - 2020													
	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Total Year
Code Cases	14	28	25	12	50	38	64	29	33	36	55	16	400
Owner Abated W/ 30 days - %	9	17	19	10	24	23	39	23	24	28	22	33	
Code Cases Abated - City					3	2		1			2		8
Code Citations Issued					1			1					2

Code Violation Report - 2020													
	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Total
Building		3			1		1	1	1	2	2		11
Fence		3	1	1	1	2					3		11
Garbage	4		3		3						1		11
High Grass, Weeds, & Limbs	1	5	1	4	27	9	33	7	19	19	1	1	127
Junk & Debris	4	3	12		10	4	13	8	3	4	6	3	70
Junk Vehicle	1		1		1	1	6		1		1	4	16
No Permit	2	2		2		4	4	1			1		16
Nuisance													
Parking	1	3	2		4	6	3	3	4	4	3		33
Septic & Illegal Dumping													
Sign			2	1	1							3	7
Outside Storage		3	2	2	2	3	2	3	2	3	1	3	
Certificate of Occupancy				1		2					1	2	
Health and Sanitation	1	2					1	2			1		7
Garage Sale		1				2	1		1	3			
Storm Water								2	2		1		
Stop Work Order		3				5		2		1			11
Total Violations	14	28	24	11	50	38	64	29	33	36	22	16	320

Misc Code Activities - 2020													
	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Total Year
Signs Collected	17	23	19	28	47	26	21	16	22	19		12	250
Unpaid Trash Accounts:												roughly 14 days	
Warnings													
Letters											33		
Citations					1			1					

New Businesses Report December 2020

New Businesses (Certificate of Occupancy Issued)	Address
None	
Future New Businesses (Applied for Certificate of Occupancy not completed)	Address
Bigg 6 Trucking	1409 S Broadway, Suite A
Kiddie Cloud Learning Academy	200 N Broadway St
Blue Owl Real Estate, LLC	310 S Broadway St
Grassmasters Lawn Care	410 N Broadway St, Bldg A
Neville's Lawn Care	410 N Broadway, Bldg B
New CO Issued for existing Business (New Owner, New Location, Name change, etc)	Address
None	

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UTILITY BILLING

Council Report

Billing Period 12/1/2020 - 12/31/2020

Utility Bills Disbursed	Count	Amount
Total	0	\$0.00

Payments Received	Count	Amount
CreditCard	508	\$15,520.54
Check	652	\$15,687.66
AchDraft	52	\$1,308.30
Other	7	\$231.93
Cash	36	\$773.67
MoneyOrder	3	\$67.04
Total	1258	\$33,589.14

Past Due Balance
30 Days - \$1326.67
90 Days - \$1093.90

JOSHUA



City Secretary

MONTHLY REPORT

December 2020



CITY COUNCIL

Agenda Summary

City Council Meeting Agenda Summary Items: prepared, certified, published and processed. Meeting Minutes prepared and approved - November 17, 2020 and November 19, 2020.

The following items were approved by the Mayor and City Council in December 2020.

- Ordinance to rezone the following described property locally known as the Little Brook Estates, being approximately 105.64 acres of the George Wright Survey, Abstract No. 916
- Accept Josh Jones' resignation as City Manager and authorize the Mayor to execute a contract amendment with Josh Jones and authorize the Mayor to negotiate an agreement with Mike Peacock for City Manager.
- Ordinance canvassing the returns and declaring the results of the December 19, 2020 City of Joshua Run-Off Election.

Public Information Request

Processed 30 Public Information Request and completed within ten days or less. Out of the 30, 1 was sent to the Texas Attorney General for an opinion.

Request Date	Requestor	Documents	Date Released	AG Letter	Cost/Electronic	Notes		
12/1/2020	Carole Bartholomew	Permit Reports	12/14/2020	N	E	Sent link to website		
12/1/2020	Chris Parrott	Permit Reports	12/14/2020	N	E	Sent link to website		
12/2/2020	Barbara Darling	Police Reports	NA	NA	0	Requestor canceled request		
12/2/2020	Ara Minasian	Permit Reports	12/10/2020	N	E			
12/3/2020	Dean Malone	Personal File		Yes	Sent to Atty to research, unable to since working election			
12/7/2020	Aaron Slover	Police Reports	12/14/2020	N	E			
12/7/2020	Apply Valley PD	Police Reports	12/10/2020	N	0	No documents		
12/7/2020	Terry Kirby	Police Reports	12/9/2020	N	E			
12/7/2020	CPS	Police Reports	12/10/2020	N	0	No documents		
12/8/2020	Joe Martinez	Police Reports	12/14/2020	No	0	Clarification Letter Sent		
12/8/2020	Karen Kelly	Police Reports	12/14/2020	No	0			
12/9/2020	Ken Burger	Dev. Documents	12/14/2020	No	0	12/10/20 sent clarification letter		
12/14/2020	LexisNexis	Accident Report	12/14/2020	No	0	No documents		
12/14/2020	LexisNexis	Accident Report	12/14/2020	No	0	No documents		
12/16/2020	LexisNexis	Accident Report	12/16/2020	N	6	L. Caldwell		
12/16/2020	LexisNexis	Accident Report	12/16/2020	N	0	Marbut- No report		
12/16/2020	Chad Powell	Police Evidence Letter	12/16/2020	N	0	Mr. Powell withdrew request		
12/21/2020	American Forensics	Police/EMS Reports	12/23/2020	N	E			
12/22/2020	Val De Vera	Misc. Reports	12/23/2020	N	E			
12/23/2020	Sammy Rangwala	Fire Reports	12/29/2020	n	E			
12/23/2020	Sammy Rangwala	Code Reports	12/29/2020	n	E			
12/23/2020	Sammy Rangwala	Utility Report	12/29/2020	n	E			
12/23/2020	Sammy Rangwala	Garage Sales Report	12/29/2020	n	E			
12/27/2020	Navy	Police Report	12/29/2020	n	E			
12/28/2020	Pete Lewiston	Permit Reports	12/29/2020	n	E			
12/30/2020	Faith Evans	Code Reports	12/30/2020	N	0	No Documents		
12/30/2020	Faith Evans	Permit Reports	12/30/2020	n	E			
12/30/2020	Faith Evans	Unknown	12/30/2020	n	0	Sent Claifcation Letter		
12/30/2020	Faith Evans	Utility Report	12/30/2020	n	0	No documents		
12/30/2020	Faith Evans	Fire Reports	12/30/2020	n	E			

Social Media Updates

Total New Post on Facebook -47

Total Post Reached- 7,503

Total Post Engagement-2,364

Total New Page Followers- 21

Website Design- Staff is focusing on making City forms and applications available to fill out on-line and go directly to the designated staff member. As of date, the following forms are available on-line: Public Information Act, Speaker Card, Board Application, and garage sale application. Staff is in process of making the employment application fillable on-line. The employment application will be complete in

October. Employment Application is now fillable on line. - **Update-** The month of January, the city secretary will be making several more changes to the website. The goal is to delete unnecessary information and make it easier to find information that is needed.

2020 General Election **Update-** The Runoff Election election was held on December 19th. Early voting was held December 2nd through December 15th. The City Secretary worked in council chambers with two other employees serving as election clerks. The city secretary worked the entire time, including 14 hours on election day. There were no issues that staff was made away of.

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. **Update-** Staff has boxed up archive records in their departments. City Secretary have inventoried and labeled each record. In a few weeks, archive records will be reorganized and any records that meets the destruction schedule will be shredded by a company that destroys records on-site.

Code of Ordinances - The Code of Ordinances now contains all ordinances deemed appropriate to be included as enacted through July 16, 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 be January 2, 2020. **Update-** The codification is currently in process of being updated.

City Secretary Training- City Secretary will attend the Election Seminar in January 2021 for credit to help fulfill the recertification requirements set by the Texas Municipal Clerks Association and the Texas Local Government Code. **Update-** With COVID cases rising, this seminar is now being offered by zoom. The city secretary will not be attending in person.

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. Once it is complete, it will be placed on the City Council Agenda for consideration. This item has been postponed until the Little Brook Estate Project is complete. **Update-** The map has been updated and will be presented to the City Council in February for approval.

City Meetings in January

Planning & Zoning -January 4, 2021

EDC Type A - January 11, 2021

EDC Type B - January 11, 2021

City Council - January 21, 2021

Zoning Board of Adjustment - January 25, 2021