



**AGENDA
CITY COUNCIL
WORK SESSION
REGULAR MEETING
May 21, 2020
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. Members of the City Council will participate in this meeting remotely in compliance with the Texas Open Meetings Act or under the provisions provided by the Governor of Texas in conjunction with the Declaration of Disaster enacted March 13, 2020.

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/89175139854?pwd=RHNuVVJGWitpazJKRnBIYUc1aFdMdz09>
Meeting ID: 891 7513 9854 Password: 659366**

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 April 2020. (Staff Resource: J. Jones)
2. Review and discuss the Johnson County ESD #1 Draft Contract for Municipal Fire Departments for FY2020-2021.
3. Discussion on providing assistance to community businesses impacted by COVID-19.
4. Discussion on potential of adopting a local homestead exemption on city property tax of 5%.
5. Discussion on contracting with Johnson County Elections Department for the November 2020 General Election.
6. Questions regarding Regular Session agenda items.

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.

D. CONSENT AGENDA

1. Consider approval of minutes from the City Council Meeting held on March 26, 2020, April 16, 2020, and May 12, 2020. (Staff Resource: A. Holloway)

E. REGULAR AGENDA

1. Discuss, consider and take action on an ordinance granting to Atmos Energy Corporation, a Texas and Virginia Corporation, its successors an assigns, a franchise to construct, maintain, and operate pipelines and equipment in the City of Joshua, Johnson County, Texas, for the transportation, delivery, sale, and distribution of gas in, out of, and through said city for all purposes; providing for the payment of a fee or charge for the use of the public rights-of-ways;; and providing that such fee shall be in lieu of other fees and charges, excepting ad valorem taxes; and repealing all previous gas franchise ordinances.
2. Discuss, consider, and take action on an Interlocal Agreement between JCSUD and the City of Joshua for Water Utilities Facilities Relocation and Maintenance relative to the Joshua Meadows Phase 3B Development.
3. Discuss, consider, and take action on a waiver application filed by Heather Kelley regarding height requirements of a privacy fence.
4. Discuss, consider and take action on board appointments.

F. STAFF REPORT

April 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. 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.

H. 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 May, 2020, by 12:00 p.m. on the official bulletin board at Joshua City Hall, 101 S. Main, Joshua, Texas.

Alice Holloway
City Secretary

City of Joshua
Financial Statement (General Fund, Departmental Summary, Unaudited)
As of April 30, 2020

% OF YEAR COMPLETED: 58.33

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
REVENUE SUMMARY							
Non-Departmental							
Tax Revenue	114,630.71	159,757.82	45,127.11	2,855,399.81	3,431,685.00	83.21%	576,285.19
Charges for Services	41,723.88	41,560.18	(163.70)	290,616.33	498,600.00	58.29%	207,983.67
Licenses, Permits & Fees	57,002.13	33,045.52	(23,956.61)	321,799.76	422,705.00	76.13%	100,905.24
Grants & Contributions	0.00	41.65	41.65	225.00	500.00	45.00%	275.00
Intergovernmental Revenues	0.00	13,859.17	13,859.17	7,426.01	166,310.00	0.00%	158,883.99
Fines & Forfeitures	0.00	0.00	0.00	1,211.12	0.00	0.00%	(1,211.12)
Investment Earnings	371.64	224.91	(146.73)	3,551.58	2,700.00	131.54%	(851.58)
Miscellaneous	390.00	6,518.22	6,128.22	62,908.99	78,250.00	80.39%	15,341.01
Transfers In	32,540.00	0.00	(32,540.00)	32,540.00	195,250.00	16.67%	162,710.00
TOTAL REVENUES	246,658.36	255,007.47	8,349.11	3,575,678.60	4,796,000.00	74.56%	1,220,321.40
EXPENDITURE SUMMARY							
Community Service							
Utilities	3,959.76	3,741.83	(217.93)	21,661.01	44,920.00	48.22%	23,258.99
Community Events	0.00	0.00	0.00	5,142.91	20,000.00	25.71%	14,857.09
Contract & Professional Services	26,648.13	26,666.67	18.54	168,425.20	320,000.00	0.00%	151,574.80
Repair & Maintenance	0.00	0.00	0.00	459.50	690.00	0.00%	230.50
Miscellaneous	4,065.01	6,271.58	2,206.57	29,634.91	49,365.00	60.03%	19,730.09
TOTAL Community Service	34,672.90	36,680.08	2,007.18	225,323.53	434,975.00	51.80%	209,651.47
Non-departmental							
Personnel	176.03	0.00	(176.03)	3,745.90	4,000.00	93.65%	254.10
Contract & Professional Services	16,884.36	4,264.96	(12,619.40)	72,169.14	99,020.00	72.88%	26,850.86
Debt Service	2,250.00	0.00	(2,250.00)	2,950.00	4,000.00	73.75%	1,050.00
Miscellaneous	15,040.36	16,513.75	1,473.39	44,884.61	93,455.00	48.03%	48,570.39
Transfers Out	0.00	0.00	0.00	0.00	297,455.00	0.00%	297,455.00
TOTAL Non-departmental	34,350.75	20,778.71	(13,572.04)	123,749.65	497,930.00	24.85%	374,180.35

City of Joshua
Financial Statement (General Fund, Departmental Summary, Unaudited)
As of April 30, 2020

% OF YEAR COMPLETED: 58.33

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Mayor & Council							
Personnel	0.00	0.00	0.00	228.00	2,000.00	11.40%	1,772.00
Supplies	0.00	87.50	87.50	90.85	1,050.00	8.65%	959.15
TOTAL Augustor & Council	0.00	87.50	87.50	318.85	3,050.00	10.45%	2,731.15
Administration							
Personnel	36,799.47	38,090.59	1,291.12	271,043.47	492,005.00	55.09%	220,961.53
Supplies	970.99	1,239.91	268.92	15,653.68	19,885.00	78.72%	4,231.32
Repair & Maintenance	1,674.44	2,593.12	918.68	13,981.77	31,130.00	44.91%	17,148.23
Contract & Professional Services	7,668.63	13,416.67	5,748.04	35,669.63	56,250.00	63.41%	20,580.37
Utilities	2,069.86	2,499.08	429.22	14,496.49	30,000.00	48.32%	15,503.51
Miscellaneous	26,407.65	39,251.68	12,844.03	104,078.71	185,080.00	56.23%	81,001.29
TOTAL Administration	75,591.04	97,091.05	21,500.01	454,923.75	814,350.00	55.86%	359,426.25
Police Department							
Personnel	71,652.78	76,838.21	5,185.43	507,540.21	953,900.00	53.21%	446,359.79
Supplies	2,078.24	2,757.63	679.39	28,193.63	33,100.00	85.18%	4,906.37
Repair & Maintenance	13,279.00	4,607.19	(8,671.81)	37,491.64	55,300.00	67.80%	17,808.36
Contract & Professional Services	3,052.66	1,057.91	(1,994.75)	65,524.10	70,000.00	93.61%	4,475.90
Utilities	1,735.46	1,939.64	204.18	9,421.14	23,285.00	40.46%	13,863.86
Capital Outlay	0.00	2,415.70	2,415.70	26,512.82	68,605.00	38.65%	42,092.18
Miscellaneous	0.00	33.33	33.33	369.60	400.00	92.40%	30.40
TOTAL Police Department	91,798.14	89,649.61	(2,148.53)	675,053.14	1,204,590.00	56.04%	529,536.86

City of Joshua
Financial Statement (General Fund, Departmental Summary, Unaudited)
As of April 30, 2020

% OF YEAR COMPLETED: 58.33

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Public Works							
Personnel	9,856.79	17,666.57	7,809.78	77,657.57	206,340.00	37.64%	128,682.43
Supplies	25,736.61	14,407.15	(11,329.46)	94,283.37	172,955.00	54.51%	78,671.63
Repair & Maintenance	2,114.15	6,514.50	4,400.35	33,369.91	78,205.00	42.67%	44,835.09
Contract & Professional Services	2,361.72	1,686.82	(674.90)	17,755.30	20,250.00	87.68%	2,494.70
Utilities	351.42	566.44	215.02	2,927.56	6,800.00	43.05%	3,872.44
Capital Outlay	0.00	0.00	0.00	127,150.58	156,345.00	81.33%	29,194.42
TOTAL Public Works	40,420.69	40,841.48	420.79	353,144.29	640,895.00	55.10%	287,750.71
Municipal Court							
Personnel	7,249.27	7,312.79	63.52	52,873.90	94,715.00	55.82%	41,841.10
Supplies	13.99	154.10	140.11	471.15	1,850.00	25.47%	1,378.85
Repair & Maintenance	140.15	166.60	26.45	1,014.17	2,000.00	50.71%	985.83
Contract & Professional Services	3,210.49	2,969.27	(241.22)	23,755.43	35,635.00	66.66%	11,879.57
Miscellaneous	49.84	499.80	449.96	199.36	6,000.00	3.32%	5,800.64
TOTAL Municipal Court	10,663.74	11,102.56	438.82	78,314.01	140,200.00	55.86%	61,885.99
Building/Code Compliance							
Personnel	12,944.74	12,471.97	(472.77)	95,951.50	160,585.00	59.75%	64,633.50
Supplies	704.21	304.07	(400.14)	2,562.29	3,650.00	70.20%	1,087.71
Repair & Maintenance	143.58	458.15	314.57	1,586.84	5,500.00	28.85%	3,913.16
Contract & Professional Services	1,361.08	1,006.75	(354.33)	11,989.82	12,085.00	99.21%	95.18
Utilities	87.75	296.54	208.79	907.04	3,560.00	25.48%	2,652.96
Miscellaneous	0.00	41.67	41.67	0.00	500.00	0.00%	500.00
TOTAL Building/Code Comp.	15,241.36	14,579.15	(662.21)	112,997.49	185,880.00	60.79%	72,882.51

City of Joshua
Financial Statement (General Fund, Departmental Summary, Unaudited)
As of April 30, 2020

% OF YEAR COMPLETED: 58.33

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Animal Control							
Personnel	7,992.61	8,385.91	393.30	63,307.47	103,335.00	61.26%	40,027.53
Supplies	1,117.13	878.92	(238.21)	5,656.36	10,550.00	53.61%	4,893.64
Repair & Maintenance	1,009.20	2,399.16	1,389.96	11,718.94	28,800.00	40.69%	17,081.06
Contract & Professional Services	584.22	824.79	240.57	4,463.72	9,900.00	45.09%	5,436.28
Utilities	1,150.83	1,275.73	124.90	7,121.25	15,315.00	46.50%	8,193.75
TOTAL Animal Control	11,853.99	13,764.51	1,910.52	92,267.74	167,900.00	54.95%	75,632.26
Fire Department							
Personnel	15,069.68	37,105.99	22,036.31	102,708.08	462,355.00	22.21%	359,646.92
Supplies	1,241.25	4,132.15	2,890.90	31,158.52	49,600.00	62.82%	18,441.48
Repair & Maintenance	1,139.64	4,081.70	2,942.06	22,979.65	49,000.00	46.90%	26,020.35
Contract & Professional Services	1,605.06	1,939.37	334.31	15,366.02	23,280.00	66.01%	7,913.98
Utilities	2,360.32	2,850.10	489.78	17,506.43	34,215.00	51.17%	16,708.57
Miscellaneous	84.67	1,336.97	1,252.30	10,113.58	16,050.00	63.01%	5,936.42
Capital Outlay	0.00	0.00	0.00	12,282.52	12,245.00	100.31%	(37.52)
TOTAL Fire Department	21,500.62	51,446.28	29,945.66	212,114.80	646,745.00	32.80%	434,630.20
Park Maintenance							
Personnel	6,520.59	6,510.21	(10.38)	48,437.80	79,595.00	60.86%	31,157.20
Supplies	3,271.56	982.94	(2,288.62)	11,244.32	11,800.00	95.29%	555.68
Repair & Maintenance	5,000.30	2,528.23	(2,472.07)	33,033.23	30,350.00	108.84%	(2,683.23)
Contract & Professional Services	2.40	24.99	22.59	16.80	300.00	5.60%	283.20
Utilities	2,396.88	612.66	(1,784.22)	15,261.11	89,115.00	17.13%	73,853.89
Capital Outlay	0.00	1,163.70	1,163.70	0.00	13,970.00	0.00%	13,970.00
TOTAL Park Maintenance	17,191.73	11,822.73	(5,369.00)	107,993.26	225,130.00	47.97%	117,136.74
TOTAL EXPENDITURES	353,284.96	387,843.66	34,558.70	2,436,200.51	4,961,645.00	49.10%	2,525,444.49
TOTAL REVENUES OVER/UNDER EXPENDITURES	(106,626.60)	(132,836.19)	(26,209.59)	1,139,478.09	(165,645.00)		(1,305,123.09)

CITY COUNCIL MEETING - STAFF REPORT		
AGENDA DATE: May 21, 2020	ITEM: D.2.	SUBJECT: ESD Draft Contract for FY2020-2021
STAFF RESOURCE:	J. Jones, City Manager T. Griffith, Fire Chief	
PREVIOUS COUNCIL ACTION (if any):	Review and discussion	
ACTION PROPOSED:	Comments Only (if any)	

BACKGROUND

The City of Joshua Fire Department is one of four (4) municipal fire departments that contract with the Johnson County ESD#1 (ESD) to provide fire protection services within the county.

Annually in April/May, the ESD submits the draft municipal contract to these cities for review, discussion and any recommended/requested changes to be considered by the ESD Board of Directors ahead of a formal agreement no later than September 30th.

FY2020-2021 Contract Changes (if any):

FY2019-2020	FY2020-2021
Sec. 202.8 <i>"All personnel responding on EMS calls must have:</i> <i>EMR Course Completion or greater (FRO certification prior to 2010 with continuous membership with a JCSED #1 Department, will be accepted); and, Current CPR certification."</i>	Sec. 202.8 <i>"All personnel responding on EMS calls shall have:</i> <i>EMR Course Completion or greater (FRO certification prior to 2010 with continuous membership with a JCSED #1 Department, will be accepted); <u>or an Approved (by JCSED Medical Director) American Safety and Health Institute EMR Certification or greater certification.</u> Shall have current CPR certification."</i>

Staff Recommendation:

The draft changes do not create compliance issues with the City Fire Department.

ATTACHMENTS:

FY2020-2021 Draft JCSED #1 Municipal Contract

Prepared by: J. Jones	Disposition by Council:
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**CONTRACT FOR PROVIDING FIRE
EXTINGUISHMENT AND EMERGENCY SERVICES
WITH A MUNICIPALITY**

**THE STATE OF TEXAS §
 §
COUNTY OF JOHNSON §**

This **CONTRACT FOR PROVIDING FIRE EXTINGUISHMENT AND OTHER EMERGENCY SERVICES** hereinafter called Contract, effective as of the 1st day of October, 2020 by and between **JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1**, hereinafter referred to as "DISTRICT", a political subdivision of the State of Texas organized and operating pursuant to the provisions of Section 48-e, Article III of the Texas Constitution and Chapter 775, Texas Health and Safety Code, hereinafter called the "Act", and the **CITY OF XXXXXXX**, hereinafter called "Department", duly organized and operating under the laws of the State of Texas;

Witnesseth:

WHEREAS, the DISTRICT is a duly organized emergency services district and a political subdivision of the State of Texas created for the protection of life and property and to provide emergency services, with the full authority to carry out the objects of its creation, and to that end is authorized to enter into and perform any and all necessary contracts;

WHEREAS, pursuant to Section 775.031 of the Act, the DISTRICT has the authority to enter into contracts with others, whereby fire fighting facilities and fire extinguishment and emergency services may be available to the DISTRICT, upon such terms as the governing body of the DISTRICT shall determine;

WHEREAS, the DISTRICT desires to secure fire extinguishment and emergency services for a specified area of Johnson County, Texas, hereinafter referred to as Service Area, to preserve the property located within the DISTRICT, and to preserve and to protect the public health, safety and welfare of the citizens within the DISTRICT;

WHEREAS, the DISTRICT has determined that it is in the best interests of the residents and property owners of the DISTRICT to enter into a contract for fire extinguishment and other emergency services with the DEPARTMENT which is capable of providing same at levels acceptable to the DISTRICT;

WHEREAS, the DEPARTMENT currently provides for extinguishment and emergency services and is willing to furnish such facilities and provide such services to the Service Area for the consideration hereinafter provided; and

WHEREAS, the DEPARTMENT represents and warrants that it is in full compliance with any and all DISTRICT policies, and local, federal, and state law applicable to its operations and existence as a political subdivision and an emergency service organization in the State of Texas and any other applicable law related to it:

NOW THEREFORE, for and in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree with the others as follows:

ARTICLE I **DEFINITIONS**

Section 1.01 Findings of Fact – The DISTRICT and DEPARTMENT find that the facts and statements set forth in the preamble to this Contract are true and correct for all purposes.

Section 1.02 Definitions – The following terms shall have the respective meaning assigned to them in this **Article I** wherever they are used in this Contract.

ACT – Chapter 775, Texas Health and Safety Code, Section, as amended.

AUTOMATIC AID - Refers to pre-arranged outside assistance that responds on the first alarm to certain incidents that require minimum resources such as building fires. There is no special request for aid as it is automatic.

BREACH OF CONTRACT – Shall mean an act or circumstance by either party to this contract, which violates or results in the non-compliance with this Contract or any provision herein.

CONTRACT – This Contract and any and all amendments or supplements hereto.

CURRENT DISTRICT POLICIES – District policies in effect on the date the contract is signed by both parties, or current policies recommended by the Policy Development Committee of the DISTRICT.

DEPARTMENT –THE FIRE DEPARTMENT of the CITY OF XXXXXX is duly organized and existing under the laws of the United States and the State of Texas, and in full compliance at all times with same.

DISTRICT – **JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1**, A political subdivision of the State of Texas created and operating pursuant to Section 48-e of Article III of the Texas Constitution and the Act.

EMERGENCY – A circumstance of urgent necessity requiring the immediate action of a party in order to protect health, safety and welfare or property of the general public and commercial interests within the Service Area and outside or subject to mutual aid upon call of another municipality, fire department, emergency medical service or 911 network.

EMERGENCY SERVICES – As a minimum, those activities which are required for and related to the control and extinguishment of fires; and to those activities required for and related to providing service as a “First Responder Organization” as defined by Chapter 773, Texas Health and Safety Code or other applicable law, rule or regulation; other requests for assistance as dispatched by the DISTRICT from time-to-time, or standing by at a designated location, or on apparatus, or nearby in a state of readiness to perform these activities. This shall **not** be construed to in any way limit the ability of the DEPARTMENT to provide specialized services in addition to those required above.

FACILITIES – The fire fighting facilities and emergency equipment reasonably required to provide the fire extinguishment and emergency services to be rendered by the DEPARTMENT pursuant to this Contract.

MUTUAL AID - Generally referred to as an agreement between two or more departments to respond to formal requests for assistance under specific conditions. An on scene or responding primary department calls for assistance that has not been pre-arranged to be automatically dispatched on the initial assignment.

SERVICE AREA - The geographic boundaries of the DEPARTMENT as assigned by the DISTRICT and as such boundaries exist at present or may hereafter be amended. Compensation will be adjusted accordingly for any amended boundaries with negotiations between the DEPARTMENT and the DISTRICT to be based on the current formula. For purpose of reference, the current boundaries of the DEPARTMENT are described in Appendix “A,” attached hereto and incorporated herein for all purposes. The DISTRICT shall provide an up to date map of the DISTRICT and the DEPARTMENT’S Service Area with individual boxes to allow expedited response to emergencies.

Section 1.03 Construction of Terms. If appropriate, in this Contract, words of the singular number shall be considered to include plural, words of the plural shall be considered to include the singular, and words of the masculine, feminine, and neutral gender shall be considered to include other genders.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.01 District's Representations – The DISTRICT represents that:

1. The DISTRICT is a duly constituted political subdivision of the State of Texas created and operating pursuant to Section 48-e of Article III of the Texas Constitution and the Act and has the authority to enter into this Contract and the transactions contemplated hereby and to carry out its obligations hereunder.
2. The DISTRICT is not in default under or in violation of the Constitution and/or laws of the State of Texas relevant to the consummation of the transactions contemplated by this contract and has authorized the execution and delivery of this Contract.

Section 2.02 Department's Representation and Warranties – The DEPARTMENT hereby makes the following representations and warranties as the basis for the undertakings on the part of the DEPARTMENT herein contained:

1. The DEPARTMENT, through the City, is validly existing and in good standing, and shall at all times remain so during the term of this Contract.
2. The DEPARTMENT, through the City, has full power and authority to execute and deliver this Contract and has, by proper action, duly authorized the execution and delivery of this Contract.
3. Neither the execution nor delivery of this Contract, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the terms or conditions of this Contract conflicts with or results in a breach of terms, conditions or provisions of any restriction or any agreement or instrument to which the DEPARTMENT is now a party or by which it is bound, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever on any property or assets of the DEPARTMENT.
4. The DEPARTMENT shall provide the EMERGENCY SERVICES called for by this Contract, including, but not limited to, the fighting and extinguishment of fire and the provision of other emergency services to the Service Area, including, but not limited to, First Responder Emergency Medical Services. The Contract also recognizes the DEPARTMENT'S ability to provide and receive Mutual Aid, Automatic Aid, or other aid to/or from other emergency service organizations as deemed necessary by the DEPARTMENT or DISTRICT. The DISTRICT reserves the right to be informed of any mutual, automatic, or other aid agreements between the DEPARTMENT and agencies outside the DISTRICT contractors. EMERGENCY SERVICES shall be provided by the DEPARTMENT. The DEPARTMENT shall be required to respond to a minimum of 80% of the calls for assistance that it is dispatched

to. A response shall be defined as notification made to dispatch by the department via radio, that personnel are enroute to the emergency with the appropriate equipment and apparatus within twelve minutes of "tone-out". If during any one-month time period, the DEPARTMENT is unable to respond to more than 20% of the calls for assistance in their jurisdiction, the DISTRICT shall review the response information; meet with the DEPARTMENT Fire Chief or representative and make recommendations to improve response capabilities. Beginning with the second month and for each additional month that the DEPARTMENT fails to respond to more than 20% of the calls for assistance in their jurisdiction, the DEPARTMENT's monthly payment amount shall be divided by the total number of calls dispatched for that month and payment made to the department(s) that were the primary responder on each call. Failure to meet the minimum response requirements for three (3) months of the contract period may result in termination of the Contract.

5. The DEPARTMENT warrants and represents that it shall comply faithfully with all provisions of the Act and all other local, state, or federal laws, rules, or regulations applicable to the DEPARTMENT and its duties under this Contract, and further shall, throughout the term of this Contract, be in compliance with all properly adopted DEPARTMENT and DISTRICT policies currently in effect.
6. The DEPARTMENT must be certified by the Texas Commission on Fire Protection and/or a full member of the State Fireman's and Fire Marshal's Association, as appropriate with all members assigned to suppression activities being active in the training/certification program(s).
7. The DEPARTMENT shall ensure that personnel participating have the following minimum training:

All personnel entering into IDLH atmosphere must have SFFMA Module 1 (Intro Firefighter) Certification or greater, SCBA Part B and Live Burn Class taught by ESD personnel, personnel certified by the ESD, or other certified TCFP training facility; Personnel that already have Basic SFFMA or TCFP FF 1 certifications or greater are not required to attend the SCBA Part B and Live Burn class taught by the ESD but it is recommended.

8. All personnel responding on EMS calls shall have:

EMR Course Completion or (FRO certification prior to 2010 with continuous membership with a JCESD #1 Department, will be accepted),
or an Approved (by JCESD Medical Director) American Safety and Health Institute EMR certification or greater certification.
Shall have current CPR certification.

Shall have completed and passed current Medical Protocol Test and Skills Proficiency Test.
Proctors for testing shall be authorized by Medical Director.

All members shall adhere to the current DISTRICT Medical Director's emergency medical protocols.

*All personnel at the scene of an incident who are not qualified under part 7 above (ride-outs, observers, cadets, etc.) and Probationary Firefighters shall be clearly identified with distinctive, vests, helmets, or other methods

9. The DEPARTMENT warrants that the Fire Chief and Assistant Chief have the following certifications:

Head of Department (TCFP) or
Firefighter I Certification (TCFP or SFFMA) and
ICS – 100
IS – 700

10. The DEPARTMENT shall insure that at least 90% of all personnel participating in emergency operations have completed a minimum of 20 hours of ESD, SFFMA, State, or Federal training, for the previous 12-month period beginning August 1 of the previous contract year and ending July 31st of the contract year.

Section 2.03 Joint Representations – No member of the DISTRICT or DEPARTMENT has any significant or conflicting interests, financial, employment or otherwise in the transactions contemplated hereby, other than as a resident or property owner of the DISTRICT, which has not been brought to the attention of all parties concerned. No member of the DEPARTMENT shall be an interested party or a party which benefits from any conduct of business by the DEPARTMENT or the DISTRICT which would present a conflict under the Texas nepotism laws or other state laws regarding competitive bidding or conflicts of interests. Should any member of the DEPARTMENT or any other responsible person believe a party or person governed by the Contract is violating this provision; the person with such belief shall have a right to require that the matter be discussed with the opposing party at an open meeting of the DISTRICT.

ARTICLE III **SERVICES TO BE PROVIDED**

Section 3.01 General – During the term of this Contract, the DEPARTMENT agrees to provide Emergency Services to the Service Area on a 24 hour per day basis seven days a week.

Section 3.02 Non-Exclusive Agreement – The DEPARTMENT hereby acknowledges and agrees that its primary responsibilities are to its assigned Service Area. However, in order to ensure to the greatest extent practical that there will be sufficient facilities and

emergency resources available to the DISTRICT, the parties acknowledge that the DEPARTMENT may enter into Mutual Aid Agreements or other agreements with other non-DISTRICT emergency services organizations, fire departments, or municipalities in the area for provision of Emergency Services. The DISTRICT may also make agreements for service with other agencies or directly provide DISTRICT resources for the provision of emergency services in the Service Area.

Section 3.03 Approvals and Permits – The DEPARTMENT agrees to obtain all necessary licenses, permits, certifications and approvals, as the case may be, that are necessary from any governmental bodies or agencies having jurisdiction in connection therewith for the provision of Emergency Services to the Service Area as called for by this Contract or otherwise required by law. It is the DEPARTMENT'S sole responsibility to renew and maintain its status as a "First Responder Organization" as defined by Chapter 773, Texas Health and Safety Code. The DEPARTMENT'S failure to obtain and/or maintain said licenses will result in withholding of all payments by the DISTRICT to the DEPARTMENT until the problem is corrected as certified by the DISTRICT, or the DISTRICT may, at its sole discretion, terminate this Contract.

Section 3.04 Maintenance and Operation – The parties hereto agree that during the term of this Contract, the DISTRICT shall have **no** responsibility or liabilities whatsoever for operating, maintaining, repairing and ensuring any facilities by which Emergency Services are provided by the DEPARTMENT. Such responsibilities belong **solely** to the DEPARTMENT.

Section 3.05 Compliance with Governmental Requirements – The DEPARTMENT shall at all times conduct its activities in accordance with all current applicable statutes, laws, rules, and regulations and shall further obtain and maintain all permits, consents and certificates that are required by any governmental body or other entity with jurisdiction over the DEPARTMENT.

Section 3.06 Liaison – The City Manager or his/her duly authorized Fire representative, shall be the liaison with the DISTRICT.

Section 3.07 Independent Contractors: Personnel of Department – Notwithstanding anything in this Contract which may be construed to the contrary, the DEPARTMENT and all of its personnel, employees, members, volunteers or agents shall at all times be independent contractors and not employees, volunteers, members, agents, or representatives of the DISTRICT. The DEPARTMENT and its personnel shall at all times have the right to control the details of their work. By entering into this Contract, the DISTRICT and DEPARTMENT do not waive, nor shall it be deemed to waive, any rights, defenses or immunities either may have under any applicable federal or state statute, law, rule or regulation. Specifically citing Texas Government Code Section 791.006 (a-1), the parties agree that, for purposes of determining civil liability for non-party claims, the act of any person or persons while fighting fires, providing rescue services, providing first response EMS services, traveling to or from any type of emergency call or emergency scene, or in any manner furnishing services in accordance with this Contract, shall be the act of the party performing such act. The payment of any and all civil or other liability, including negligence, resulting from the

furnishing of services under this Contract is the responsibility of the individual party performing such acts. This shall specifically include, but not be limited to, the payment of court costs, expenses, and attorneys' fees resulting from any such claim or lawsuit. The parties agree that the assignment of liability described in this Contract is intended to be different than liability otherwise assigned under Section 791.006 (a) of the Texas Government Code.

Section 3.08 Automatic Aid – The DEPARTMENT agrees to respond to emergency incidents in other jurisdictions as dispatched to ensure that essential personnel and/or equipment shall be available. The DEPARTMENT further agrees to receive aid from other jurisdictions to ensure that adequate personnel and resources respond quickly to emergencies.

Section 3.09 ISO Rating – In order to accomplish a County-wide ISO rating improvement, the DEPARTMENT agrees that all of its apparatus are equipped in accordance with the latest adopted version of NFPA 1901 and shall have in place a program to annually:

- Test its full complement of hoses in accordance with NFPA 1961
- Test its full complement of ground ladders in accordance with NFPA 1932
- Test the pumps of its Class A Engines in accordance with NFPA 1911

ARTICLE IV **INSURANCE AND INDEMNIFICATION**

Section 4.01 Insurance – The DEPARTMENT or City thereof agrees to insure all its facilities and properties reasonably required to provide Emergency Services hereunder, against loss or damage of kinds usually insured against by entities similarly situated. The insurance will be provided through the Texas Municipal League Risk Pool or with one or more reputable insurance companies in the minimum amount required by Texas Law for death, and bodily injury or property damage.

1. The DEPARTMENT agrees to carry public liability insurance with respect to the facilities through the Texas Municipal League Insurance Risk Pool or with one or more insurance companies licensed in the State of Texas in the minimum amount required by Texas Law for death, bodily injury or property damage.
2. The DEPARTMENT agrees to carry errors and omissions, general liability and other insurance necessary for its operations and for any and all risks that may be necessary in its operations as a Texas Non-Profit Corporation or an emergency services organization.
3. Each insurance policy provided for in this Contract shall be in the name of the DEPARTMENT or City as the named insured and the DISTRICT as an additional insured.

4. If said insurance is not provided the DEPARTMENT will be considered in breach of contract. All payments made by the DISTRICT to the DEPARTMENT shall cease until proof of insurance is provided as certified by the DISTRICT, or the DISTRICT may, at its discretion, terminate the Contract.

Section 4.02 Workers' Compensation Coverage – The DEPARTMENT shall maintain workers' compensation coverage for its employees, officers and volunteers related to or arising from the DEPARTMENT'S performance under this contract. The DEPARTMENT recognizes that the DISTRICT has no responsibility to furnish this coverage and DEPARTMENT waives any right to pursue the DISTRICT for liability regarding payments for this coverage or for liability regarding payments for claims filed against this coverage. If said insurance is not provided, the DEPARTMENT will be considered in breach of contract. All payments made by the DISTRICT to the DEPARTMENT shall cease until proof of insurance is provided as certified by the DISTRICT, or the DISTRICT may, at its discretion, terminate the Contract without recourse.

Section 4.03 Indemnification – To the fullest extent allowed by law, The DEPARTMENT shall indemnify and hold the DISTRICT, as well as its commissioners, officials, agents, volunteers, representatives, and employees, harmless from any and all claims of any type, including negligence, and all attorney's fees and related costs, made on account of any loss through personal injuries, deaths, or property damages, arising directly or indirectly out of the sole or concurrent negligence, or the sole or concurrent intentional acts or omissions of the DEPARTMENT or its contractors, officials, agents, employees, volunteers, subcontractors, or representatives, in performing the services required under this Contract, except where the DISTRICT is concurrently negligent or has committed concurrent intentional acts or omissions. The DISTRICT shall indemnify and hold the DEPARTMENT, as well as its governing body, officials, agents, volunteers, and employees, harmless from any and all claims of any type, including negligence, and all attorney's fees and related costs, made on account of any loss through personal injuries, deaths, or property damages, arising directly or indirectly out of the sole or concurrent negligence, or the sole or concurrent intentional acts or omissions of the DISTRICT or its commissioners, officials, agents, employees, volunteers, contractors, subcontractors, or representatives in performing under this Agreement, except where the DEPARTMENT is concurrently negligent or has committed concurrent intentional acts or omissions. It is expressly understood and agreed that, in the execution of this Contract, neither DISTRICT or DEPARTMENT waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against any claims by third parties arising in the exercise of its governmental powers or other powers or functions or pursuant to the Texas Tort Claims Act or other applicable statute, law, rule, or regulation, including, but not limited to sovereign or official immunity. In accordance with Texas Government Code, Section 791.006 regarding assignment of civil liability, and except as otherwise provided by applicable law, including, but not limited to, regulations regarding workers compensation insurance, each party hereto shall be responsible for injuries or death to its employees and volunteers while performing services under this Agreement. The DEPARTMENT or DISTRICT shall not be liable for benefits or any other compensation for injuries or death of the other party's employees or volunteers while performing services under this Agreement. An employee

or volunteer shall be deemed to be performing services when en route to, en route from, or at the scene of a call or emergency. Specifically citing Texas Government Code Section 791.006 (a-1), the DISTRICT and DEPARTMENT agree that, for purposes of determining civil liability for non-party claims, the act of any person or persons while fighting fires, providing rescue services, providing EMS services, traveling to or from any type of emergency call or emergency scene, or in any manner furnishing services in accordance with this Agreement, shall be the act of the party performing such act. The payment of any and all civil or other liability, including negligence, resulting from the furnishing of services under this Agreement is the responsibility of the individual DEPARTMENT or DISTRICT performing such acts. This shall specifically include, but not be limited to, the payment of court costs, expenses, and attorneys' fees resulting from any such claim or lawsuit. The DEPARTMENT and DISTRICT agree that the assignment of liability described in this Section is intended to be different than liability otherwise assigned under Section 791.006 (a) of the Texas Government Code.

ARTICLE V

PAYMENTS BY DISTRICT

Section 5.01 Methods of obtaining Funds from the District –

1. Payment for Services – The length of this Contract will be from October 1, 2020 through September 30, 2021. After meeting its obligations for operating expense, debt service and establishment of a reserve fund, and other costs and expenses as determined by the DISTRICT, the DISTRICT shall annually compensate the DEPARTMENT for the services provided by the DEPARTMENT in the amount of \$ XXX,XXX.XX will be payable in monthly installments on or before the 25th of each month. All funds to be provided hereunder shall be from current funds only, and the DISTRICT reserves the right to withhold any payment or appropriation of the above amount if the DEPARTMENT is in breach of this Contract and reserves its right of non-appropriation.
2. The DEPARTMENT may be eligible to receive additional funding through the District's Incentive Program (Appendix B).
3. Advance Funding – As unbudgeted or emergency needs arise; the DEPARTMENT may submit a proposal in writing to the DISTRICT for advance funding. The proposal shall itemize the proposed expenses, but final approval of the proposal shall be decided by the DISTRICT on the basis of need and available funds.
4. Pursuant to Section 775.073, Texas Health & Safety Code, and other applicable law, it is understood and agreed by the parties that any funds allocated by the DISTRICT to the DEPARTMENT are for maintenance and operation expenses only in the provision of the Fire and EMS Services set forth herein, and the DEPARTMENT, unless otherwise agreed to by the parties hereto in writing, shall not use any DISTRICT Funds for the purchase, lease, or acquisition of any real or personal property, and any real or personal

property of the DEPARTMENT shall remain the sole property of the DEPARTMENT unless District funds are used to purchase, lease, or otherwise acquire real or personal property. The parties further agree that the DEPARTMENT does not have any ownership interest in the real and personal property of the DEPARTMENT, except for that real or personal property purchased with DISTRICT Funds. The DISTRICT payments under this Agreement do not create an ownership interest in the real and personal property of the DEPARTMENT, unless such DISTRICT Funds are used in contravention of this provision and applicable law, and DISTRICT Funds are used to purchase such real or personal property.

5.02 **Radio User Fees** the DISTRICT will pay radio user fees for up to fourteen (14) radios for the DEPARTMENT. Any user fees above ten (14) for the DEPARTMENT shall be solely the responsibility of the DEPARTMENT. Payment of radio use fees in excess of fourteen (14) per DEPARTMENT will be in reduction of the DISTRICT'S contractual payments hereunder for Emergency Services provided by the DEPARTMENT, unless otherwise paid for by the DEPARTMENT with proof of payment submitted by the DEPARTMENT to the DISTRICT. The 2020-21 radio user fee is set at \$22.66 per radio per month, or \$271.92 annually, and any other fees or amounts will be borne by the DEPARTMENT as set follows: for 14 radios or less, the DISTRICT pays the radio user fees, and for each additional radio, DEPARTMENT shall pay \$271.92 per radio per year as set forth herein.

ARTICLE VI

ASSIGNMENT AND MODIFICATION

This Contract shall not be assignable by the DEPARTMENT, in whole or in part without obtaining the prior **written** consent of the DISTRICT. Further, this Contract may be modified only upon the prior **written** consent of the parties. Notwithstanding the foregoing, in the event that any city that has any area within its corporate or extra territorial jurisdiction included within the DISTRICT'S territory, notifies the DISTRICT of the exclusion of an area from the DISTRICT'S territory, pursuant to the Act, and if such event causes a change in the Service Area, or scope of Emergency Services to be rendered hereunder, the parties agree that the Contract shall be amended so that the payments may be adjusted accordingly. The DISTRICT reserves the right to terminate this Contract or reduce, expand, modify or otherwise change or terminate the Service Area of the DEPARTMENT as may be necessary for the protection of its citizens or if the DEPARTMENT breaches any provision of this Contract. It is understood and agreed between the parties that the DISTRICT may not expand the Service Area of the DEPARTMENT without the DEPARTMENT'S approval.

ARTICLE VII

MISCELLANEOUS

Section 7.01 Compliance with Applicable Regulations – The DEPARTMENT shall observe and comply, where applicable, with all Federal, State, County, DISTRICT, and City laws, rules, ordinances, regulations, and policies in any manner affecting the

conduct and provision of the Emergency Services herein provided and the performance of all obligations undertaken by the DEPARTMENT under this Contract.

Section 7.02 Inspection of Equipment - The District or its agent has the right to inspect the equipment and/or pertinent records of the DEPARTMENT. The parties acknowledge that the nature of the DEPARTMENT'S equipment and/or record keeping determines the consideration paid under this Agreement. In the event that the proper records are not available, the procedures or penalties stated in the corresponding portions of this contract will be followed. In the event that the inspection reveals that the equipment is not in operating condition the DEPARTMENT will authorize a re-inspection by the DISTRICT within fifteen (15) days. In the event the equipment is not in operating condition during the re-inspection, all payments by the DISTRICT to the DEPARTMENT may cease until the issue is corrected as certified by the DISTRICT, or the DISTRICT may, at its sole discretion, terminate this Contract.

Section 7.02 A. Out of Service Apparatus and Equipment – The DEPARTMENT shall notify Fire Dispatch when an apparatus or special equipment is out of service for more than twenty-four (24) hours. Fire Dispatch will then notify the Executive Director for the ESD. When the apparatus or special equipment is put back in service the DEPARTMENT will notify Fire Dispatch.

Section 7.03 Reports and Other Information –

1. The DISTRICT shall purchase one license for the current electronic Record Management System (RMS) software for each DEPARTMENT.
2. The DEPARTMENT shall maintain accurate, up to date records in RMS for personnel, apparatus, training, and incidents.
3. The DEPARTMENT shall complete a basic incident report in RMS within 3 days of the completion of each of the DEPARTMENT's emergency responses. Reports shall be a complete, thorough, accurate description of actions taken by the Department's personnel and shall include an appropriate narrative(s) section.
4. By the tenth of each month, the DEPARTMENT shall submit to TxFIRS via the RMS, the previous month's incident reports.
5. All Training activities of the DEPARTMENT must be entered into RMS by the end of the month the activity occurred.
6. The DEPARTMENT must provide the DISTRICT access to its Incident Report, personnel rosters, and Training modules for the purpose of running statistical reports, quality control checks and qualification for any incentives and/or other such functions as determined by the DISTRICT. If access by the DISTRICT is denied or the proper records are not entered on time all payments made by the DISTRICT to the DEPARTMENT shall cease until proper reports are entered, or the DISTRICT may, at its discretion, terminate the Contract under the terms of section 7.07.
7. The DEPARTMENT shall submit to the DISTRICT, upon request, the contracting cities most recently completed audit for fiscal year. The DISTRICT agrees to send an email verifying the receipt of the report.

Section 7.04 Badge Identification- Each DEPARTMENT shall insure that each of its members has a current identification card provided by the DISTRICT. Each member of the DEPARTMENT is required to have in their possession the DISTRICT identification card anytime they are performing their duties for their DEPARTMENT. The card is to be used for identification and verification of training levels for each individual. Upon request from a citizen, Incident Commander (or his/her designee), or Medical Director (or his/her designee), or DISTRICT representative, the individual shall produce the ID card for verification. Each DEPARTMENT is responsible to make arrangements with the DISTRICT to have new member's cards made, lost cards replaced, and return cards of members that are no longer with the DEPARTMENT.

Section 7.05 Term of Contract – This Contract shall be for a period of twelve (12) months commencing on the 1st day of October of 2020 and ending at 12:00 midnight on September 30, 2021. It is understood by the DEPARTMENT and DISTRICT that the DISTRICT shall prepare a new contract so that it may be signed on or before September 30, 2020.

Section 7.06 Termination of Contract by Mutual Agreement – This Contract may be terminated before the end of its term by mutual written agreement, by non-appropriation or non-payment of funds by the DISTRICT, or as otherwise allowed hereunder. If either party elects to terminate this agreement, a 30-day written notice must be submitted to the other party for the notification of the intent to terminate said agreement. A 30-day written notice of non-renewal is also required prior to September 30 of contract year. If the Contract is terminated for any reason by either party, the DEPARTMENT understands that it will no longer receive compensation for services that are no longer provided under contractual obligation.

Section 7.07 Termination of Contract for Breach – This Contract may be terminated by either party due to the other party committing a "Breach of Contract" as the same is defined in Section 1.02 herein which remains uncured for 30 days following written notice as provided herein. Termination under this section will require formal notice from the non-breaching party in the manner provided in Section 7.08 hereof. The notice shall state clearly the reason for the party claiming Breach of Contract, the ground therefore with specific reference to the section and language in the Contract allegedly breached, and the method or circumstance which will, in the reasonable opinion of the non-breaching party, (a) provide cure of the breach, or (b) show to the satisfaction of the non-breaching party that no breach has occurred.

In the event that the Party alleged to have breached the Contract fails to reasonably satisfy the non-breaching Party that no "Breach of Contract" has occurred or that a cure of such Breach of Contract has been reasonable accomplished, the Party claiming the breach shall provide to the other Party written notice of termination of the Contract in the manner provided in Section 7.08 hereof.

If the Parties shall remain in dispute as to the reasonableness of the grounds asserted as an alleged Breach of Contract or the reasonableness of the cure thereof, the issue of whether the Contract was breached may be determined by mediation, with the selection of a mediator being mutually agreed upon by the DISTRICT and the DEPARTMENT.

Section 7.08 Rights on Termination – To the extent permitted by law, upon termination of the Contract, all rights and obligations of the Parties accruing prior to the date of termination shall remain in full force and effect, including without limitation the distribution of Payments by the DISTRICT, as provided by Article V hereof, pro rata to the date of termination, subject to appropriation by the DISTRICT.

Section 7.09 Notices – All notices, certificates, or other communications hereunder shall be sufficiently given or shall be deemed given when delivered by regular mail, or sent by proven facsimile or by e-mail or in the case of notice of breach of contract, by certified mail, return receipt requested, addressed as follows:

If to the **DISTRICT**:

JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO.1
2451 Service Dr.
Cleburne, TX 76033

If to the **DEPARTMENT**:

City of XXXXX FIRE DEPARTMENT
XXXXXX
XXXXX, TX XXXXX

The DISTRICT or the DEPARTMENT may by notice hereunder designate any further or different address to which subsequent notices, certificates or other communications shall be sent.

Section 7.10 Binding Effect – This Contract shall insure to the benefit of and shall be binding upon the DISTRICT and the DEPARTMENT, and their respective successors and assigns.

Section 7.11 Severability – In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, unless the provision invalidated should invalidate a material obligation of either party.

Section 7.12 Execution and Counterpart – This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one in the same instrument.

Section 7.13 Captions – The captions or heading in this Contract are for convenience only and in no way define, limit or otherwise describe the scope or intent of any provision or section of the Contract.

Section 7.14 Status of Parties Relationship – Nothing in this Contract shall be construed to make either party the partner or joint venture of or with the other party. It is further agreed that in the performance of all obligations undertaken by this Contract, the

DEPARTMENT is an independent contractor with the right to supervise, manage, control and direct the performance of Emergency Services in accordance with DISTRICT, state and federal statutes, laws, rules, policies and regulations. By entering into this Contract, the DISTRICT does not waive, nor shall it be deemed to waive any rights, defenses, or immunities it may have under any applicable federal or state statute, law, rule or regulation. Any rights that the DEPARTMENT may have under this Contract may not be assigned without the express written permission of the DISTRICT.

Section 7.15 Governing Law – The validity, interpretation of the provisions of this Contract shall be governed by the laws of the State of Texas. Pursuant to Chapter 791, Texas Government Code, and other applicable law, any funds required hereunder to be expended by either party shall be from current revenues.

Section 7.16 Enforcement – In enforcing the performance of the provisions of this Contract all parties shall have the right to the exercise of all procedures available under applicable law or equity. No waiver of any breach or default of any provision of this Contract shall be deemed a waiver of any subsequent waiver or default. This Contract is executed in Johnson County, Texas, and venue over any action relating to any provision of this Contract shall be exclusively in Johnson County, Texas. This Agreement shall be governed by the laws of the State of Texas. If the DISTRICT or DEPARTMENT is a prevailing party in any litigation or other action brought under this Contract or otherwise, the prevailing party shall be entitled to recover all costs of court and expenses, including reasonable attorney's fees, incurred therein. In addition to any remedies the DISTRICT may have at law or in equity or its right of non-appropriation, if the DEPARTMENT is in breach or violation of any provision of this Contract or any federal, state, local, or DISTRICT statute, law, rule, regulation, policy, or procedure, the DISTRICT may, without limiting its remedies, terminate this agreement, withhold funds from the DEPARTMENT, or take any other reasonable action the DISTRICT deems appropriate under the circumstances then existing.

Section 7.17 Force Majeure – To the extent that any party to this Contract shall be wholly or partially prevented from the performance within the period specified of any obligation or duty placed on such party by any reason of or through strikes, stoppage of labor, riot, flood, failure of utilities, public water supply, invasions, insurrections, the order of any court, judge, or civil authority, or of act of God, then, in such event, the time for the performance of such obligation or duty shall be suspended until such inability to perform is removed.

Section 7.18 Defined Terms – The defined terms in this Contract shall have the meanings as defined herein whether or not the term appears in all capitalized letters or in upper and lower-case letters.

Section 7.19 Communications – The main form of daily communications between the DISTRICT and the DEPARTMENT shall be via e-mail. It is the responsibility of both parties to immediately inform the other of any changes to agency contact information.

Contract Affidavit

In witness thereof, the DISTRICT and the DEPARTMENT or CITY thereof have caused this Contract to be executed in their respective names and attested by the duly authorized officers, all effective as of the date first move written.

Signed this _____ day of _____, 2020.

JOHNSON COUNTY EMERGENCY SERVICES DISTRICT #1
2451 Service Drive
Cleburne, TX 76033

By: _____
Gerald Miller, President

Sworn and subscribed to me this _____ Day of _____, 2020.

SEAL _____
Notary Public, State of Texas

ATTEST:

BY: _____
Darren Yancy, Secretary

Sworn and subscribed to me this _____ Day of _____, 2020.

Notary Public, State of Texas

SEAL

Contract Affidavit

In witness thereof, the DISTRICT and the DEPARTMENT or CITY thereof have caused this Contract to be executed in their respective names and attested by the duly authorized officers, all effective as of the date first move written.

Signed this _____ Day of _____, 2020

CITY OF XXXXXX FIRE DEPARTMENT
XXXXXX
XXXXXX, TX XXXXX

BY: _____
Mayor or other Authorized Representative

Printed Name

Sworn and subscribed to me this _____ Day of _____, 2020.

Notary Public, State of Texas

SEAL

ATTEST:

BY: _____
City Secretary

Printed Name

Sworn and subscribed to me this _____ Day of _____, 2020.

Notary Public, State of Texas

SEAL



**MINUTES
CITY COUNCIL
REGULAR SESSION
APRIL 16, 2020
6:30 PM**

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

City Council Absent: NA

City Staff Present: Josh Jones, City Manager; 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://zoom.us/j/874654736?pwd=UCtrOGNQRXlaVUZKYWo3RldBSIU3UT09> Meeting ID: 874 654 736

Password: 530066

A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

Mayor Hollarn called the meeting to order at 6:30 pm.

B. PLEDGE OF ALLEGIANCE

1. United States of America
2. Texas Flag

Councilmember Purdom led the Pledge of Allegiance to the United States of America Flag and the Texas Flag.

C. INVOCATION

Invocation was given by Councilmember Kimble.

D. WORK SESSION

1. Review and discuss questions related to the budget report and financial statement for March 2020. (Staff Resource: J. Jones)

Councilmember Kimble asked if the City is insuring that our police officers are able to take time off, if necessary. City Manager Jones stated that the Police Department Protocol is in the packet. In addition, he stated that the officers are taking all measurements to minimize risk.

2. Discussion regarding update to City Strategic Plan: Quality of Life. (Staff Resource: J. Jones)

City Manager Jones stated that the Quality of Life is anything that was not covered in other pillars. In addition, he stated that staff is open to suggestions in regards to additions or what needs to be addressed or updated. No comments were made.

3. Discuss and receive update on the cost analysis of the financial impact of a homestead exception.
(Staff Resource: J. Jones)

Mayor Hollarn stated that he asked City Manager Jones to work some numbers showing the impact if the City gave a homestead exemption. Mayor Hollarn stated that he would like to see the City give a 15% exemption, but understands we can't do that at this time, but would like to give 5%.

Councilmember Kimble stated he believes that 5% should be the maximum at this time not knowing what impact the Coronavirus will have on the City.

Councilmember Moore stated that he thinks the City can handle 5% and would like to see a 5yr. plan to increase the amount over time.

Councilmember Purdom stated that he agrees it is a good idea to do something and phase in additional amounts over the next 5 years.

Councilmember Nichols stated that she likes the 5 yr. plan idea.

Councilmember Kidd stated that he was thinking of starting off at 10%, but is okay with 5%.

Councilmember DePriest stated that he would like to start off at 10%, but agrees with having a plan in place.

City Manager Jones asked that the City Council keep in mind some of the personnel issues the City is having as they discuss approving a homestead exemption.

Councilmember Moore stated that the City Council understands some of the issues, but believes now is the time to move forward with approving a homestead exemption.

Mayor Hollarn asked City Attorney Welch to prepare a Homestead Exception Ordinance with a 5% exemption.

4. Discussion on possible topics for a future election to make amendments to the City Charter as required by City Charter Article XI Section 11.04.

City Manager Jones stated that City Secretary Holloway did some research and found that cities had until December 31, 2016 to move their general election from May to November. It is no longer allowed. City Attorney Welch agreed.

Mayor Hollarn asked if we could change the election process from majority vote to plurality vote.

City Attorney Welch stated he has to do some research and see if it is possible. In addition, City Attorney Welch stated that it was discussed prior to have a charter amendment election to change the process of filling vacancies where the City Council could make appointments for positions that have a year or less left on term.

5. Questions regarding Regular Session agenda items.

NA

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.

NA

F. CONSENT AGENDA

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

Councilmember Moore moved to approve the minutes from the Consent Agenda. Councilmember Kimble seconded the motion. The motion passed unanimously.

G. REGULAR AGENDA

1. Discuss, consider and take action regarding the acceptance of the FY 2018-2019 Audit Report. (Staff Resource: J. Jones)

Mr. Chris Knopik and Reba Long, auditors with CLAconnect, presented the FY 2018-2019 Audit Report to the City Council.

Councilmember Kidd moved to accept the FY 2018-2019 Audit Report. Councilmember Nichols seconded the motion. The motion passed unanimously.

Mayor Hollarn praised City Manager Jones and Finance Manager McClenny for receiving an outstanding audit report.

2. Discuss, consider, and take action regarding the 5-year Capital Improvements Plan for FYE 2021-2025. (Staff Resource: J. Jones)

Councilmember Moore moved to approve the 5-Year Capital Improvements Plan for FYE 2021-2025. Councilmember Kidd seconded the motion. The motion passed unanimously.

H. STAFF REPORT

March 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

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 7:32 pm.

Joe Hollarn, Mayor

ATTEST:

Alice Holloway, TRMC
City Secretary

Approved: May 21, 2020



**MINUTES
CITY COUNCIL
EMERGENCY MEETING
MARCH 26, 2020
6:00 PM**

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

City Council Absent: na

City Staff Present: Josh Jones, City Manager; and Alice Holloway, City Secretary.

THIS MEETING OF CITY COUNCIL IS CALLED PURSUANT TO AN EMERGENCY OR URGENT PUBLIC NECESSITY, SPECIFICALLY THE CORONAVIRUS DISEASE (COVID-19), IN ACCORDANCE WITH SECTION 551.045 OF THE TEXAS GOVERNMENT CODE.

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://zoom.us/j/533084867?pwd=bG9jdTlvRIQwNDZMNnhEWVJrTjNuZz09> Meeting ID: 533 084 867 Password: 004446

1. Call to Order.

Mayor Hollarn called the meeting to order at 6:00 pm.

2. Discuss, consider and take action on an Ordinance of the City Council of the City of Joshua, Texas, declaring a Local State of Disaster due to a Public Health Emergency; making findings related thereto; providing an effective date; providing an expiration date; and providing for the publication of the caption hereof.

Mayor Hollarn stated that the City of Burleson issued a stay at home order on March 25, 2020 and he put in a call to the mayor of Cleburne to see what they are doing. Mayor Hollarn stated that the county's Declaration needs clarification. Mayor Hollarn stated he really likes the order that the City of Cleburne issued.

Mayor Hollarn stated that the hope is that the county clears up their declaration tomorrow during their meeting.

Mayor Hollarn stated that he would like for the council to help decide if the City should issue our own declaration. He stated that the citizens want us to help them. He then asked each council member what their thoughts were:

Councilmember Kimble made the following statements:

- He opposes all emergency declarations.
- There are already orders in place that he does not have a voice in. There is a disease out there that has a 3.4 fatality rate. The influenza flu last year had a 7.1 percent fatality rate worldwide,

double what this virus is. During the Flu epidemic, business by business made the decision to close, not the government.

- We are only hearing how many people have died from the virus, not how many has survived. We are only getting one side of the story from the media.
- We are reacting and not responding to the situation. He stated that he agrees that the county and the Governor's declaration needs to be cleared up and it needs to be uniformed across the state.

Councilmember Moore made the following statements:

- The City of Burleson issued the order that they did because a large portion of their City is in Tarrant County.
- We are a city between the two largest cities in Johnson County. He stated that taking no action or waiting on the county will not be 100% effective. He stated that if everyone did not take the precautions that we did a month ago, he believes things would have been a lot worse than they are.
- He agrees that there has not been enough testing. He asked how many people have died from the virus that we are unaware of.
- He likes different sections of declarations issued by Burleson and Cleburne. Taking no action is the easy way of making sure that we are not stepping on people's rights, but at the end of the day, someone has to help us protect us from ourselves.

Councilmember Purdom made the following statements:

- We will never know if we over react, but will certainly know if we under react.
- The stay in place order is ultimately the next alternative last step. He stated that a stay in place order is very serious, meaning you will only be able to send in one person into a store at a time.

Councilmember Nichols made the following statements:

- Agrees that it could be worse if we wait and do nothing.
- Likes the City of Cleburne's Declaration.
- Don't want to be like Tarrant County and have many cases.
- It could be worth waiting and seeing what the county does, but does agree something needs to be done.

Councilmember Kidd made the following statements:

- We need to make a statement. Guidelines are the key.
- Proud of citizens and businesses for protecting themselves.
- Likes the City of Cleburne's Declaration.

Councilmember DePriest made the following statements:

- We need to put a safeguard in place.

The City Council asked City Attorney Terry Welch to prepare an Emergency Declaration. Mayor Hollarn stated he will issue the declaration as soon as it is ready.

Mayor Hollarn adjourned the meeting at 8:35 pm.

Joe Hollarn, Mayor

ATTEST:

Alice Holloway, TRMC
City Secretary
Approved: May 21, 2020



**MINUTES
CITY COUNCIL
SPECIAL SESSION
MAY 12, 2020
6:30 PM**

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

City Council Absent: NA

City Staff Present: Josh Jones, City Manager; Mike Peacock, Asst. City Manager; Tom Griffith, Fire Chief; 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/81101910161?pwd=UUxzMFMZocTAxR1kyFR1NFo4dERaQT09>

Meeting ID: 811 0191 0161 Password: 046102

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 Mayor or 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 Mayor or City Secretary in the order they are received.

A. Call to order and announce a quorum present.

Mayor Hollarn announced a quorum and called the meeting to order at 6:45 p.m.

B. Discuss, consider, and take action on applying for the Safer Grant and authorizing the City Manager to execute all necessary documents.

Councilmember Kidd moved to authorize staff to apply for the Safer Grant and authorize the City Manager to execute all necessary documents. Councilmember Moore seconded the motion. The motion passed unanimously.

C. Adjournment

Mayor Hollarn adjourned the meeting at 7:57 pm.

Joe Hollarn, Mayor

ATTEST:

Alice Holloway, TRMC
City Secretary

Approved: May 21, 2020

CITY COUNCIL MEETING - STAFF REPORT		
AGENDA DATE: May 21, 2020	ITEM: G1	SUBJECT: Atmos Energy Corp. Franchise Agreement
STAFF RESOURCE:	A. Holloway	
PREVIOUS COUNCIL ACTION (if any):	N/A	
ACTION PROPOSED:	Approve Ordinance	

BACKGROUND

The cities' businesses and residents have one natural gas service provider, Atmos Energy, and the relationship between Atmos and the City is via a franchise agreement which allows them to construct, maintain, and operate pipelines and equipment in the City. The current franchise agreement will soon expire.

Atmos proposes in the draft ordinance to pay a sum of money which shall be equivalent to five percent (5%) of their Gross Revenues collected in the City. The is a common amount among their other cities.

Staff Recommendation:

NA

ATTACHMENTS:

1. Ordinance

Prepared by: A. Holloway	Disposition by Council:
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ORDINANCE NO: _____

AN ORDINANCE GRANTING TO ATMOS ENERGY CORPORATION, A TEXAS AND VIRGINIA CORPORATION, ITS SUCCESSORS AND ASSIGNS, A FRANCHISE TO CONSTRUCT, MAINTAIN, AND OPERATE PIPELINES AND EQUIPMENT IN THE CITY OF JOSHUA, JOHNSON COUNTY, TEXAS, FOR THE TRANSPORTATION, DELIVERY, SALE, AND DISTRIBUTION OF GAS IN, OUT OF, AND THROUGH SAID CITY FOR ALL PURPOSES; PROVIDING FOR THE PAYMENT OF A FEE OR CHARGE FOR THE USE OF THE PUBLIC RIGHTS-OF-WAYS; AND PROVIDING THAT SUCH FEE SHALL BE IN LIEU OF OTHER FEES AND CHARGES, EXCEPTING AD VALOREM TAXES; AND REPEALING ALL PREVIOUS GAS FRANCHISE ORDINANCES.

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

SECTION 1. GRANT OF AUTHORITY: The City of Joshua, Texas, hereinafter called "City," hereby grants to Atmos Energy Corporation, Mid-Tex Division, hereinafter called "Atmos Energy," its successors and assigns, consent to use and occupy the present and future streets, alleys, highways, public utility easements, public ways and other public places ("Public Rights-of-Way"), for the purpose of laying, maintaining, constructing, protecting, operating, and replacing therein and thereon pipelines and all other appurtenant equipment (the "System") to deliver, transport, and distribute gas in, out of, and through City for persons, firms, and corporations, including all the general public, and to sell gas to persons, firms, and corporations, including all the general public, within the City corporate limits, as such limits may be amended from time to time during the term of this franchise, said consent being granted for a term ending December 31, 2040.

SECTION 2. CONSTRUCTION, MAINTENANCE, OPERATION & RELOCATION OF ATMOS ENERGY FACILITIES:

- A. Atmos Energy shall lay, maintain, construct, operate, and replace its pipes, mains, laterals, and other equipment to minimize interference with traffic, place or cause to be placed appropriate barriers to mark excavations or obstructions, and restore to approximate original condition all Public Rights-of-Way that it may disturb. In determining the location of the facilities of the City and other users of Public Right-of-Way within City, City shall minimize interference with then existing facilities of Atmos Energy and shall require other users of Public Rights-of-Way to minimize interference with existing facilities of Atmos Energy. In the event of a conflict between the location of the proposed facilities of Atmos Energy and the location of the existing facilities of City or other users of Public Rights-of-Way within Public Rights-of-Way that cannot

otherwise be resolved, City or an authorized agent of City shall resolve the conflict and determine the location of the respective facilities within the Public Rights-of-Way.

Atmos Energy or contractors working on behalf of Atmos Energy shall not be required to pay for street cutting, street excavation or other special permits related to excavations in Public Rights-of-Way in connection with Atmos Energy's operations in Public Rights-of-Way. City shall provide Atmos Energy with its annual capital improvements plan as well as any updates or changes as soon as the plan, update, or change becomes available. City shall notify Atmos Energy as soon as reasonably possible of any projects that will affect Atmos Energy's facilities located in the Public Rights-of-Way. When required by City to remove or relocate its mains, laterals, and/or other facilities lying within Public Rights-of-Way, Atmos Energy shall do so as soon as practically possible with respect to the scope of the project. In no event shall Atmos Energy be required to remove or relocate its facilities in less than thirty (30) days from the time notice is given to Atmos Energy by City.

- B. If City, in constructing its sewers, drainage, water lines, streets, or utilities, should request that Atmos Energy remove or relocate its mains, laterals, and other facilities lying within Public Rights-of-Way, Atmos Energy shall do so at its own expense for facilities that are in conflict, unless such work is for the primary purpose of beautification or to accommodate a private developer. Facilities are deemed to be in conflict to the extent that the proposed City facilities are determined by Atmos Energy to be inconsistent with gas distribution industry standard safe operating practices for existing facilities. Atmos Energy shall not be required to relocate facilities to a depth of greater than four (4) feet unless prior agreement is obtained from Atmos Energy.

When Atmos Energy is required by City to remove or relocate its mains, laterals, and other facilities lying within Public Rights-of-Way to accommodate a request by City, and costs of utility removals or relocations are eligible under federal, state, county, local or other programs for reimbursement of costs and expenses incurred by Atmos Energy as a result of such removal or relocation, and such reimbursement is required to be handled through City, Atmos Energy costs and expenses shall be included in any application by City for reimbursement if Atmos Energy submits its cost and expense documentation to City prior to the filing of the application. City shall provide reasonable written notice to Atmos Energy of the deadline for Atmos Energy to submit documentation of the costs and expenses of such relocation to City. In the event that the City does not provide sufficient written notice to Atmos Energy as set forth in this paragraph, the

City shall be responsible for fifty percent (50%) of the cost of the removal or relocation of Atmos Energy's facilities.

If Atmos Energy is required by City to remove or relocate its mains, laterals, or other facilities lying within Public Rights-of-Way for any reason other than the construction or reconstruction of sewers, drainage, water lines, streets or utilities by City, Atmos Energy shall be entitled to reimbursement from City or others of the cost and expense of such removal or relocation.

- C. When Atmos Energy is required to remove or relocate its mains, laterals or other facilities to accommodate construction by City without reimbursement from City, Atmos Energy shall have the right to seek recovery of relocation costs as provided for in applicable state and/or federal law. Nothing herein shall be construed to prohibit, alter, or modify in any way the right of Atmos Energy to seek or recover a surcharge from customers for the cost of relocation pursuant to applicable state and/or federal law. City shall not oppose recovery of relocation costs when Company is required by City to perform relocation. City shall not require that Company document request for reimbursement as a pre-condition to recovery of such relocation costs.
- D. If City abandons any Public Rights-of-Way in which Atmos Energy has facilities, such abandonment shall be conditioned on Atmos Energy's right to maintain its use of the former Public Right-of-Way and on the obligation of the party to whom the Public Right-of-Way is abandoned to reimburse Atmos Energy for all removal or relocation expenses if Atmos Energy agrees to the removal or relocation of its facilities following abandonment of the Public Right-of-Way. If the party to whom the Public Right-of-Way is abandoned requests Atmos Energy to remove or relocate its facilities and Atmos Energy agrees to such removal or relocation, such removal or relocation shall be done within a reasonable time at the expense of the party requesting the removal or relocation. If relocation cannot practically be made to another Public Right-of-Way, the expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.

SECTION 3. INDEMNITY & INSURANCE: In the event of injury to any person or damage to any property by reason of Atmos Energy's construction, operation, maintenance, or replacement of Atmos Energy's pipeline system within Public Rights-of-Way, Atmos Energy shall indemnify and keep harmless City from any and all liability in connection therewith, except to the extent such injury or damage is attributable to the fault of the City, including, without limitation, the City's negligent or intentional acts or

omissions. Atmos Energy's insurance of its obligations and risks undertaken pursuant to this franchise may be in the form of self-insurance to the extent permitted by applicable law, under an Atmos Energy plan of self-insurance maintained in accordance with sound accounting and risk-management practices.

SECTION 4. NON-EXCLUSIVE FRANCHISE: The rights, privileges, and franchises granted by this ordinance are not to be considered exclusive, and City hereby expressly reserves the right to grant, at any time, like privileges, rights, and franchises as it may see fit to any other person or corporation for the purpose of transporting, delivering, distributing, or selling gas to and for City and the inhabitants thereof.

SECTION 5. PAYMENTS TO CITY:

- A. Atmos Energy, its successors and assigns, agrees to pay and City agrees to accept, on or before the 1st day of May, 2021, and on or before the same day of each succeeding year during the term of this franchise the last payment being made on the 1st day of May, 2040, a sum of money which shall be equivalent to **five percent (5%)** of the Gross Revenues, as defined in 5.B below, received by Atmos Energy during the preceding calendar year.
- B. "Gross Revenues" shall mean:
 - (1) all revenues received by Atmos Energy from the sale of gas to all classes of customers (excluding gas sold to another gas utility in the City for resale to its customers within City) within the City;
 - (2) all revenues received by Atmos Energy from the transportation of gas through the System of Atmos Energy within the City to customers located within the City (excluding any gas transported to another gas utility in City for resale to its customers within City);
 - (3) the value of gas transported by Atmos Energy for Transport Customers through the System of Atmos Energy within the City ("Third Party Sales")(excluding the value of any gas transported to another gas utility in City for resale to its customers within City), with the value of such gas to be established by utilizing Atmos Energy's monthly Weighted Average Cost of Gas charged to industrial customers in the Mid-Tex division, as reasonably near the time as the transportation service is performed; and

(4) “Gross Revenues” shall also include the following “miscellaneous charges”: charges to connect, disconnect, or reconnect gas and charges to handle returned checks from consumers within the City.

(5) “Gross Revenues” shall not include:

- (a) revenues billed but not ultimately collected or received by Atmos Energy;
- (b) contributions in aid of construction;
- (c) the revenue of any affiliate or subsidiary of Atmos Energy;
- (d) sales tax and franchise fees paid to the City;
- (e) interest or investment income earned by Atmos Energy; and
- (f) monies received from the lease or sale of real or personal property, provided, however, that this exclusion does not apply to the lease of facilities within the City's right of way.

C. The initial payment for the rights and privileges herein provided shall be for the privilege period January 1 through December 31, 2021, and each succeeding payment shall be for the privilege period of the calendar year in which the payment is made.

It is also expressly agreed that the aforesaid payments shall be in lieu of any and all other and additional occupation taxes, easement, franchise taxes or charges (whether levied as an ad valorem, special, or other character of tax or charge), municipal license, permit, and inspection fees, bonds, street taxes, and street or alley rentals or charges, and all other and additional municipal taxes, charges, levies, fees, and rentals of whatsoever kind and character that City may now impose or hereafter levy and collect from Atmos Energy or Atmos Energy's agents, excepting only the usual general or special ad valorem taxes that City is authorized to levy and impose upon real and personal property. If the City does not have the legal power to agree that the payment of the foregoing sums of money shall be in lieu of taxes, licenses, fees, street or alley rentals or charges, easement or franchise taxes or charges aforesaid, then City agrees that it will apply so much of said sums of money paid as may be necessary to satisfy Atmos Energy's obligations, if any, to pay any such taxes, licenses, charges, fees, rentals, easement or franchise taxes or charges aforesaid.

D. Effect of Other Municipal Franchise Ordinance Fees Accepted and Paid by Atmos Energy

If Atmos Energy should at any time after the effective date of this Ordinance agree to a new municipal franchise ordinance, or renew an existing municipal franchise ordinance, with another municipality in Atmos Energy's Mid-Tex Division, which municipal franchise ordinance determines the franchise fee owed to that municipality for the use of its public rights-of-way in a manner that, if applied to the City, would result in a franchise fee greater than the amount otherwise due City under this Ordinance, then the franchise fee to be paid by Atmos Energy to City pursuant to this Ordinance may, at the election of the City, be increased so that the amount due and to be paid is equal to the amount that would be due and payable to City were the franchise fee provisions of that other franchise ordinance applied to City. The City acknowledges that the exercise of this right is conditioned upon the City's acceptance of all terms and conditions of the other municipal franchise *in toto*. The City may request waiver of certain terms and Company may grant, in its sole reasonable discretion, such waiver.

E. Atmos Energy Franchise Fee Recovery Tariff

- (1) Atmos Energy may file with the City a tariff or tariff amendment(s) to provide for the recovery of the franchise fees under this agreement.
- (2) City agrees that (i) as regulatory authority, it will adopt and approve the ordinance, rates or tariff which provide for 100% recovery of such franchise fees as part of Atmos Energy's rates; (ii) if the City intervenes in any regulatory proceeding before a federal or state agency in which the recovery of Atmos Energy's franchise fees is an issue, the City will take an affirmative position supporting 100% recovery of such franchise fees by Atmos Energy and; (iii) in the event of an appeal of any such regulatory proceeding in which the City has intervened, the City will take an affirmative position in any such appeals in support of the 100% recovery of such franchise fees by Atmos Energy.
- (3) City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by Atmos Energy.

F. Lease of Facilities Within City's Rights-of-Way. Atmos Energy shall have the right to lease, license or otherwise grant to a party other than Atmos Energy the use of its facilities within the

City's public rights-of-way provided: (i) Atmos Energy first notifies the City of the name of the lessee, licensee or user; the type of service(s) intended to be provided through the facilities; and the name and telephone number of a contact person associated with such lessee, licensee or user and (ii) Atmos Energy makes the franchise fee payment due on the revenues from such lease pursuant to Section 5 of this Ordinance. This authority to Lease Facilities within City's Rights-of-Way shall not affect any such lessee, licensee or user's obligation, if any, to pay franchise fees.

SECTION 6. ACCEPTANCE OF FRANCHISE: In order to accept this franchise, Atmos Energy must file with the City Secretary its written acceptance of this franchise ordinance within sixty (60) days after its final passage and approval by City. If such written acceptance of this franchise ordinance is not filed by Atmos Energy, the franchise ordinance shall be rendered null and void.

When this franchise ordinance becomes effective, all previous ordinances of City granting franchises for gas delivery purposes that were held by Atmos Energy shall be automatically canceled and annulled, and shall be of no further force and effect.

SECTION 7. PARAGRAPH HEADINGS. CONSTRUCTION: The paragraph headings contained in this ordinance are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the preparation of this ordinance and this ordinance shall not be construed either more or less strongly against or for either party.

SECTION 8. EFFECTIVE DATE: If Atmos Energy accepts this ordinance, it becomes effective as of August 30, 2020.

PASSED AND APPROVED on this the _____ day of _____, 2020.

ATTEST:

Alice Holloway, TRMC, MMC
City Secretary

Joe Hollam, Mayor
City of Joshua, Texas

I, Alice Holloway, City Secretary of the City of Joshua, Johnson County, Texas, do hereby certify that the above and foregoing is a true and correct copy of an ordinance passed by the City Council of the City of Joshua, Texas, at a _____ session, held on the _____ day of _____, 2020, as it appears of record in the Minutes in Book _____, page _____.

Alice Holloway, TRMC, MMC,
City Secretary, City of Joshua, Texas

CITY COUNCIL MEETING - STAFF REPORT		
AGENDA DATE: May 21, 2020	ITEM: G2	SUBJECT: Interlocal Agreement- JCSUD/City of Joshua
STAFF RESOURCE:	A. Maldonado	
PREVIOUS COUNCIL ACTION (if any):	N/A	
ACTION PROPOSED:	Review & Discussion and poss. action	

BACKGROUND

In March of 2019 the developer of Joshua Meadows phase 3B presented a utility layout and requested permission from the city to have the sanitary sewer and water in the street and the city agreed. An amendment and agreement has been made between the City of Joshua and JCSUD.

Staff Recommendation:

N/A

ATTACHMENTS:

1. INTERLOCAL AGREEMENT

Prepared by: A. Maldonado	Disposition by Council:
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INTERLOCAL AGREEMENT – JCSUD AND THE CITY OF JOSHUA
WATER UTILITIES FACILITIES RELOCATION AND MAINTENANCE
JOSHUA MEADOWS PH 3B

This **INTERLOCAL AGREEMENT FOR WATER UTILITIES FACILITIES RELOCATION AND MAINTENANCE** (“Agreement”) relative to the Joshua Meadows Phase 3B Development in the City of Joshua is entered into by and between Johnson County Special Utility District (“JCSUD”) and the City of Joshua, Texas (“Joshua” or the “City”), to be effective as of the last date of execution by JCSUD and Joshua (the “Effective Date”). JCSUD and Joshua may be referred to herein individually as a “Party” or collectively as the “Parties.”

WHEREAS, JCSUD is a conservation and reclamation district created pursuant to Section 59, Article XVI of the Texas Constitution and operating under Chapters 49 and 65 of the Texas Water Code; and

WHEREAS, Joshua is a home-rule city acting under its charter adopted pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code, as amended; and

WHEREAS, on or about March 2019, the City approved a planned development for single-family residential development on 30.508 acres, more or less, to be known as the Joshua Meadows Phase 3B Development (the “Development”), and a legal description of such property is attached hereto as Exhibit A and incorporated by reference; and

WHEREAS, on or about January 22, 2020, JCSUD approved a planned development for single-family residential development consisting of 82 lot(s), without offsite improvements, to be known as the Joshua Meadows Phase 3B (the “Development”), an overall water facilities layout of said development is attached hereto as Exhibit B and incorporated by reference; and

WHEREAS, Joshua may act to take on certain capital projects (the “Projects”) such as roadway extensions or other right-of-way adjustments as designated by Joshua relative to the Development for the intended purpose of improved public access, including but not limited to additional lane capacity, storm drainage improvements, curbing, etc.; and

WHEREAS, such Projects relative to the Development may necessitate the adjustment, removal, and/or relocation of certain water utilities facilities belonging to JCSUD, including but not limited to engineering, easement acquisition costs, and construction to relocate JCSUD utility lines along, within, or across any right-of-way within the City; and

WHEREAS, JCSUD is willing to work with the City to permit the relocation necessary for such projects relative to the Development, according to the terms and conditions set forth herein, including but not limited to reimbursement for any relocation.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration the receipt and sufficiency of which being hereby acknowledged, the Parties agree as follows:

I. RELOCATION

1. Area and Facilities Subject to Relocation. The Parties agree that the Projects relative to the Development will be thoroughly described and defined in any Project plans as submitted along with the City's formal request for relocation of waterline facilities.
2. Responsibility for Construction. The Parties agree that JCSUD shall be responsible for conducting necessary engineering, inspection, and/or surveying of the area to which the water utilities facilities will be relocated, and acquiring easements for the relocation. The Parties agree that JCSUD shall review and approve the construction plans and provide inspection during construction. JCSUD agrees that Joshua may assign the necessary engineering, and/or subcontract any relocation work to any contractor, including to the general contractor selected by Joshua to undertake all or part of the Projects.
3. Construction Notice. After the Effective Date, Joshua agrees to provide written notice authorizing JCSUD to begin performing work for any relocation ("Construction Notice"). JCSUD agrees to perform such work diligently, and to conclude the relocation within one (1) year from the date of JCSUD's receipt of the Construction Notice ("Completion Date"). However, the Completion Date shall be extended for delays caused by events outside JCSUD's control, including but not limited to a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood, adverse weather, or other act of God, sabotage, interference by Joshua, including suspension under Section II of this Agreement, or any third party with JCSUD's ability to proceed with any relocation, or any other event in which JCSUD has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of JCSUD.

II. REIMBURSEMENT

1. Costs. Joshua agrees to reimburse JCSUD for any and all costs associated incurred by it with any water utilities facilities relocation relative to the Development, including, but not limited to, engineering, design, surveying, permitting, legal, and other consulting costs, costs of acquiring easements, oversight costs associated with JCSUD's internal administration and staff, and any and all construction and inspection costs.
 - i. The Parties agree that the estimated costs constitute a reasonable estimate of the costs of any relocation. The Parties acknowledge that the costs may increase or decrease from the total amount but such increase or decrease shall not relieve Joshua of the duty to reimburse JCSUD. If JCSUD anticipates an increase in the estimated costs of more than five percent (5%), then JCSUD or its engineer will provide a change order to Joshua identifying the amount of the anticipated change and the reason for the anticipated change ("Change Order"). JCSUD agrees to use reasonable efforts to provide any Change Order to Joshua within fourteen (14) days of the date that JCSUD, or its engineer, determines that an increase in costs is anticipated.
 - ii. In the event JCSUD elects to assign any relocation construction to Joshua for administration by Joshua's general contractor in accordance with Section I.2. of

this Agreement, the Parties agree that Joshua may pay its general contractor directly rather than reimbursing JCSUD for costs incurred by the general contractor.

- iii. Joshua will not be responsible for the incremental construction costs, as reasonably determined by JCSUD's engineer, resulting from the improvement, upgrading, oversizing, or betterment (the "Betterment") of existing facilities; provided, however, that nothing herein shall prohibit JCSUD from electing to improve or otherwise better its facilities simultaneously with any relocation. The expected incremental construction costs associated with the Betterment shall be listed and itemized in writing by JCSUD.
- iv. Where JCSUD's policies, rules, and procedures, then in effect, require a particular line to be of a different size than the existing line which is subject to relocation (including JCSUD's minimum line size policy), the Parties acknowledge and agree that meeting the requirements of such a policy, rule or procedure will not be considered Betterment and the costs of such change will not be within the Betterment costs.

2. Invoices. JCSUD agrees to account for any relocation costs using JCSUD's established accounting procedures. JCSUD will submit invoices for work performed on an incremental basis throughout any relocation. JCSUD will provide documentation in support of the invoices as reasonably requested in writing by Joshua.

3. Payment of Invoices. Joshua will pay the invoices submitted by JCSUD within thirty (30) days of Joshua's receipt of the invoice. If Joshua disputes any amount of an invoice, Joshua agrees to pay the full amount of the invoice and to submit notice, in writing, to JCSUD of the amount Joshua disputes and the reason for such dispute within thirty (30) days of receipt of the invoice. Invoices for which no such timely notification is received shall be deemed accepted by Joshua as true and correct. The Parties shall seek to resolve all such disputes expeditiously and in good faith.

4. Failure to Pay Invoices. Joshua agrees that the failure to pay any invoice within sixty (60) days of receipt of the invoice will constitute a material breach of this Agreement and will entitle JCSUD to all remedies available in law or in equity, including, but not limited to, termination of this Agreement. All late payments shall bear interest at the lesser rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Joshua shall also reimburse JCSUD for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available, JCSUD shall be entitled to suspend any Project if Joshua fails to pay any invoice when due hereunder and such failure continues for sixty (60) days following written notice thereof.

III. MAINTENANCE

The Parties agree that JCSUD shall be the entity of record to repair its distribution lines and all related facilities as needed to maintain normal operations. Joshua agrees that JCSUD may place, construct, maintain and operate new water utilities facilities for the Development in Joshua's

right-of-way or easements; however, in the event that Joshua thereafter desires the relocation of those water utilities facilities, Joshua shall be responsible for the costs associated with such relocation, and JCSUD and Joshua will coordinate the relocation process. JCSUD may utilize appropriate Joshua contractors or in-house forces on a “cost plus” basis when such use is available without causing delay or harm to Joshua.

IV. BENEFIT

Absent this Agreement, JCSUD would seek to install all distribution/collection lines and related facilities within an easement at every opportunity since JCSUD is subject to the City’s demand to relocate utilities when Joshua engages a capital project where its placement will be in conflict with the existing location of JCSUD’s utilities within the City right-of-way. This Agreement enables JCSUD to comply with the City’s development standards whereby water and sewer facilities are planned and installed within the jurisdictional area of the City and its rights-of-way to optimize land use to the benefit of Joshua and its development planning relative to the Development. Accordingly, Joshua assures that JCSUD water and sewer facilities may be located within the City right-of-way and while other utilities may cross over, Joshua shall ensure no other utilizes run along JCSUD’s facilities closer than two feet (2’) from JCSUD’s facilities so that normal maintenance is not impeded.

V. MISCELLANEOUS

1. Notices. Notices shall be in writing and delivered personally, or mailed by registered mail or certified mail, return receipt requested, postage prepaid, or transmitted by facsimile transmission (receipt of such transmission to be acknowledged by the recipient) to the Parties at their respective addresses shown below:

Johnson County Special Utility District
Attn. Peter Kampfer, General Manager
P.O. Box 1390
Joshua, TX 76058
(817) 760-5200

City of Joshua
Attn: Josh Jones, City Manager
101 S. Main St.
Joshua, TX 76058
(817) 558-7447

2. Compliance with Applicable Laws. The Parties agree that they will comply with all federal and state laws, rules, and regulations applicable to construction associated with the Projects and any relocation.

3. Disclaimer of Indemnification. The Parties agree that neither of them may indemnify the other under Texas state law for any reason, including any tort or other claim for (i) any injury or

death of any person; (ii) any loss or damage to a vehicle or other personal property; or (iii) any loss or damage to any real property.

4. Governing Laws. This Agreement shall be governed by and construed and enforced under the laws of the State of Texas.

5. Venue. The obligations and undertakings of each of the Parties to this Agreement shall be performed in Johnson County, Texas. The parties expressly agree that all judicial proceedings to enforce any of the provisions of this Agreement shall take place in Johnson County, Texas.

6. Third Party Beneficiaries. The Parties agree that there are no third party beneficiaries to this Agreement.

7. Attorneys' Fees. Except as provided in Section II of this Agreement, each Party shall bear its own attorneys' fees and costs related to this Agreement.

8. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter of the Agreement. No agreement, statement, or promise made by any Party or to any employee, agent, or officer of any Party that is not contained in this Agreement shall be valid, binding, or of any force or effect.

9. Exhibits. All Exhibits hereto are incorporated as if set forth in their entirety in this Agreement.

10. Amendment. Any amendments to this Agreement must be in writing and signed by all the Parties.

11. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective successors, heirs, representatives, and assigns. Notwithstanding the foregoing, no Party to this Agreement may assign their rights or obligations under this Agreement without the written consent of the other Parties.

12. Construction. This Agreement shall be deemed drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against either Party shall not apply. When required by context, the gender of words in this Agreement includes the masculine, feminine, and neuter genders and the singular includes the plural (and vice-versa). The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

13. Severability. Should any provision of this Agreement be declared void by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.

14. Authority. The respective signatories to this Agreement represent that they are authorized to sign this Agreement on behalf of their respective Party, and that such signatory has received the necessary approval of its governing body to execute this Agreement on the Party's behalf.

15. Execution. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which counterparts, when taken together, shall constitute one and the same Agreement. The Parties agree that delivery of a signed counterpart, or the signed Agreement or amendment by facsimile or electronic mail, shall be deemed the same as the delivery of an original document.

16. Enforceability. The Parties acknowledge and agree that this Agreement is a written contract stating the essential terms of the Parties' agreement for providing goods and services under Subchapter I of Chapter 271 of the Texas Local Government Code.

17. Waiver. Any waiver by any Party of its rights with respect to a default or requirement under this Agreement will not be deemed a waiver of any subsequent default or other matter.

**JOHNSON COUNTY
SPECIAL UTILITY DISTRICT**

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

Name: _____

[SEAL]

CITY OF JOSHUA, TEXAS

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

Name: _____

[SEAL]

EXHIBIT A

(Joshua Meadows Phase 3B Property Legal Description)

Whereas Joshua Development Company, LTD, acting by and through the under signed, its duly authorized agent, is the sole owner of a tract of land situated in the McKinney & Williams Survey, Abstract No. 636 & W.H. Miller Survey, Abstract No. 603, County of Johnson, known as Tract 1, according to the deed recorded in Volume 3393 Page 369, Deed Records, Johnson County, Texas, and more particularly described as follows:

Beginning at a 1/2" iron rod found in a south line of Joshua Meadows, Phase 2A, recorded in Volume 8, Pages 881 to 882, Plat Records, Johnson County, Texas (PRJCT) said iron rod also being the southwest corner of Lot 5, Block 12, of said Joshua Meadows, Phase 2A;

THENCE South 89°35'34" East, along the south line of Block 12, of said Joshua Meadows, Phase 2A, a distance of 156.12 feet to a found 1/2" iron rod in the west line of Glenwood Drive, and continuing for a total distance of 216.12 feet to a set 5/8" iron rod capped "Neel-Schaffer" in the east line of said Glenwood Drive;

North 02°15'47" West, along said east line, a distance of 6.20 feet to a 1/2" iron rod found for the southwest corner of Lot 1, Block 11, of said Joshua Meadows, Phase 2A;

THENCE departing said east line, and along the common line of said Block 11, Joshua Meadows, Phase 2A and said Tract 1, the following 6 calls:

South 89°18'56" East, a distance of 457.46 feet to a 1/2" iron rod found;

South 78°35'53" East, a distance of 248.08 feet to a 1/2" iron rod found;

South 03°47'20" East, a distance of 190.13 feet to a 1/2" iron rod found;

South 12°04'05" East, a distance of 189.10 feet to a 1/2" iron rod found;

North 63°26'00" East, a distance of 48.01 feet to a 1/2" iron rod found;

South 30°27'51" East, a distance of 238.67 feet to a found 1/2" iron rod in the north line of Valley View Drive, and continuing for a total distance of 298.67 feet to a set 5/8" iron rod capped "Neel-Schaffer" in the south line of said Valley View Drive, said iron rod also being the beginning of a curve to the right having a central angle of 04°19'04", a radius of 800.00 feet and a long chord which bears North 61°23'06" East, 60.27 feet;

THENCE Northeasterly, along said curve to the right, an arc distance of 60.29 feet to a found 1/2" iron rod for the northwest corner of Lot 15, Block 5, of said Joshua Meadows, Phase 2A;

South 26°12'05" East, along the west line of said Lot 15, Block 5, a distance of 193.00 feet to a found 1/2" iron rod for the southwest corner of said Lot 15, Block 5, and continuing for a total distance of 198.12 feet to a set 5/8" iron rod capped "Neel-Schaffer";

THENCE South 61°07'10" West, a distance of 162.29 feet to a set 5/8" iron rod capped "Neel-Schaffer";

THENCE South 30°27'51" East, a distance of 49.14 feet to a set 5/8" iron rod capped "Neel-Schaffer, said iron rod also being the beginning of a non-tangent curve to the right, having a central angle of 09°31'21", a radius of 330.00 feet and a long chord which bears South 25°42'10" East, 54.78 feet;

THENCE Southeasterly, along said curve to the right, an arc distance of 54.78 feet to a set 5/8" iron rod capped "Neel-Schaffer;

THENCE South 72°37'38" West, a distance of 384.68 feet to a set 5/8" iron rod capped "Neel-Schaffer;

THENCE South 00°42'53" East, a distance of 185.78 feet to a found 5/8" iron rod for the northeast corner of a tract of land conveyed to Lee D. McKellar, II and Rande L. Nelson, by deed recorded in Instrument Number 8378 (DRJCT) ;

THENCE South 89°17'07" West, along the North line of said Lee D. McKellar, II and Rande L. Nelson tract, and continuing along the north line 3 tracts of land conveyed to Dennis L. Spaulding and Brenda K. Spaulding, by deed recorded in Volume 3119, Page 650 (DRJCT), The Larry D. Boyd and Linda K. Boyd Trust, by deed recorded in Volume 3015, Page 654 (DRJCT), a distance of 700.00 feet to a set 5/8" iron rod capped "Neel-Schaffer";

THENCE North 00°42'53" West, departing said north line, a distance of 326.70 feet to a set 5/8" iron rod capped "Neel-Schaffer;

THENCE South 89°17'07" West, a distance of 33.91 feet to a set 5/8" iron rod capped "Neel-Schaffer;

THENCE North 00°42'53" West, a distance of 386.70 feet to a set 5/8" iron rod capped "Neel-Schaffer;

THENCE South 89°17'07" West, a distance of 279.54 feet to a set 5/8" iron rod capped "Neel-Schaffer;

THENCE North 00°42'59" East, a distance of 488.80 feet to a set 5/8" iron rod capped "Neel-Schaffer;

THENCE North 62°05'26" East, a distance of 193.58 feet to the Point of Beginning and containing 1,328,968.508 square feet, or 30.508 acres of land.

EXHIBIT B

(Joshua Meadows Phase 3B JCSUD Approved Water Facilities Layout)

P:\Sandin\13085.002-Joshua Phase 3B\Civil\CAD\Sheets\COVER.dwg 01-03-2020 danny.bersuch

CONSTRUCTION PLANS FOR JOSHUA MEADOWS, PHASE 3B ADDITION PAVING, DRAINAGE, WATER & SANITARY SEWER IMPROVEMENTS



CITY OF JOSHUA, TEXAS
Josh Jones City Manager
COUNCIL MEMBERS
Joe Hollarn Mayor
Kim Henderson Place 1
Mike Kidd Place 2
Sharlotta Connally Place 3
Brent Gibson Place 4
Jerry Moore Place 5
Scott Kimble Place 6

Developer:
Joshua Development Company, LTD
5137 Davis Blvd
North Richland Hills, Tx 76180

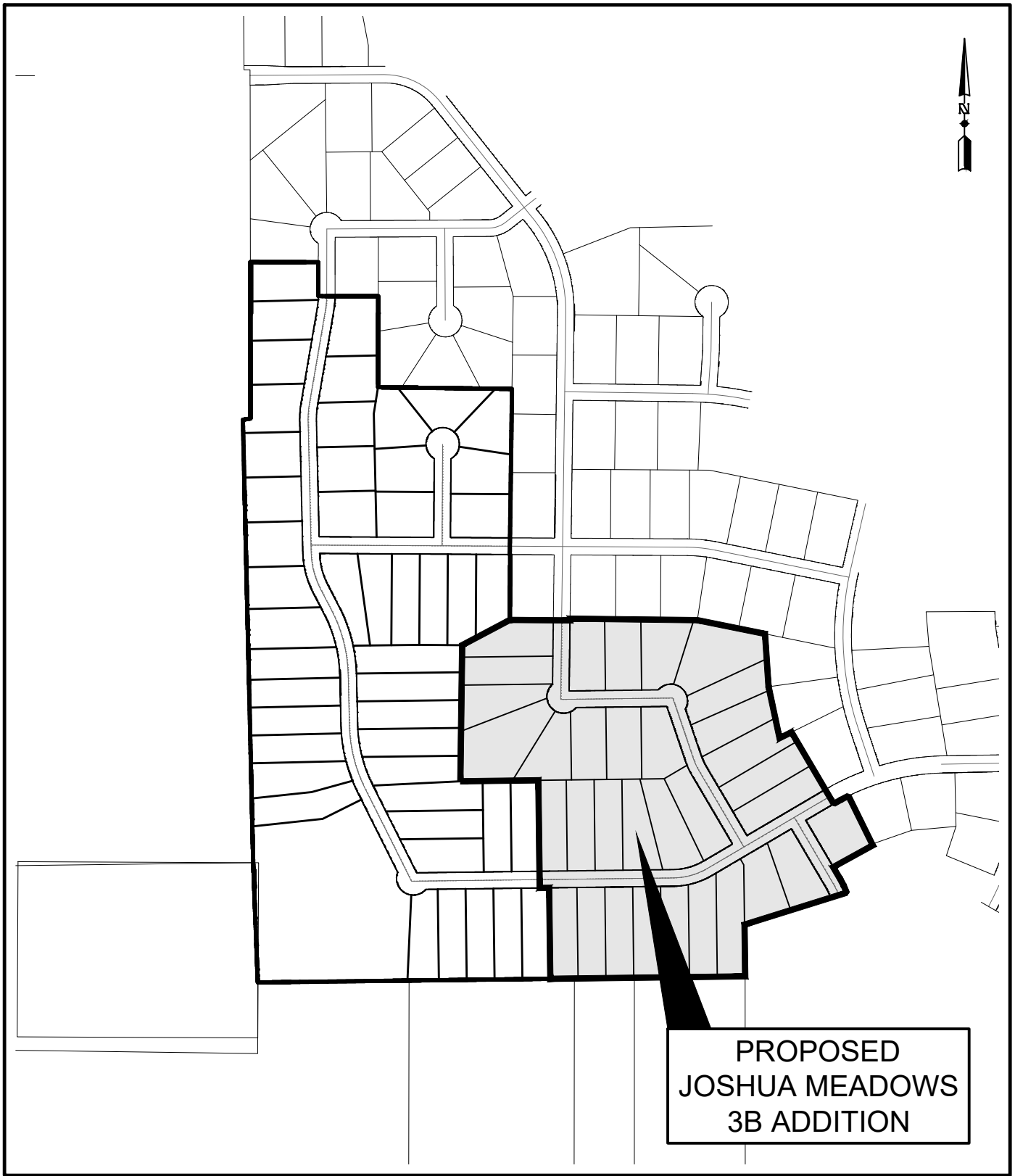
SUBMITTED BY:

NEEL-SCHAFER
Solutions you can build upon
F-2697
2501 AVENUE J, SUITE 120
ARLINGTON, TX 76006
(817) 548-0696 MAIN
TBPE FIRM NO. F-2697

**PRELIMINARY
FOR REVIEW ONLY**
THESE DOCUMENTS ARE FOR DESIGN REVIEW
AND NOT INTENDED FOR CONSTRUCTION,
BIDDING, OR PERMIT PURPOSES. THEY WERE
PREPARED BY, OR UNDER SUPERVISION OF:
DEREK B. CHEATHAM 85410 01/03/2020
P.E. No. Date

DEREK B. CHEATHAM, P.E. DATE

CITY OF JOSHUA JOHNSON COUNTY TEXAS



PROJECT VICINITY MAP
1" = 500'
APPROX. N 32° 27', W 97° 22'

JANUARY 2020

INDEX OF DRAWINGS

SHT NO.	TITLE
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C-002	GENERAL NOTES
C-003	FINAL PLAT
C-101	PAVING PLAN & PROFILE - VALLEY VIEW DR. - BEGIN TO STA. 4+50
C-102	PAVING PLAN & PROFILE - VALLEY VIEW DR. - STA. 4+50 TO STA. 9+00
C-103	PAVING PLAN & PROFILE - VALLEY VIEW DR. - STA. 9+00 TO STA. 11+21.19
C-104	PAVING PLAN & PROFILE - GLENWOOD DR. - BEGIN TO STA. 3+50
C-105	PAVING PLAN & PROFILE - GLENWOOD DR. - STA. 3+50 TO STA. 7+50
C-106	PAVING PLAN & PROFILE - GLENWOOD DR. - STA. 7+50 TO STA. 11+25
C-107	PAVING PLAN & PROFILE - GLENWOOD DR. - STA. 11+25 TO END
C-108	PAVING PLAN & PROFILE - QUAIL HOLLOW DR. - BEGIN TO END
C-200	DRAINAGE AREA MAP - EXISTING
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C-301	WATER PLAN - LINE A - BEGIN TO STA. 9+50
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C-305	WATER PLAN - LINE B - STA. 10+50 TO END
C-306	WATER PLAN - LINE C - BEGIN TO END
C-401	SANITARY SEWER PLAN & PROFILE - LINE A - BEGIN TO STA. 4+50
C-402	SANITARY SEWER PLAN & PROFILE - LINE A - STA. 4+50 TO STA. 9+00
C-403	SANITARY SEWER PLAN & PROFILE - LINE A - STA. 9+00 TO STA. 13+50
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C-501	GRADING PLAN - SHEET 1 OF 2
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C-703	WATER DETAILS - SHEET 3 OF 3
C-704	SEWER DETAILS - SHEET 1 OF 4
C-705	SEWER DETAILS - SHEET 2 OF 4
C-706	SEWER DETAILS - SHEET 3 OF 4
C-707	SEWER DETAILS - SHEET 4 OF 4

GENERAL NOTES FOR WATER IMPROVEMENTS

1. ALL WATER LINES AND APPURTENANCES SHALL BE INSTALLED IN STRICT ACCORDANCE WITH THESE PLANS, THE RULES, REGULATIONS, POLICIES AND PROCEDURES OF THE JOHNSON COUNTY SPECIAL UTILITY DISTRICT (JCSUD), AND THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ).
2. THE CONTRACTOR SHALL NOTIFY THE PROJECT INSPECTOR AT LEAST 3 WORKING DAYS PRIOR TO CONSTRUCTION IN ORDER TO COORDINATE CONSTRUCTION, ADMINISTRATION AND INSPECTION ACTIVITIES.
3. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES WITH FACILITIES IN PROJECT AREA 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL COORDINATE WITH THE PROPER UTILITY COMPANIES TO RELOCATE, BRACE, AND SUPPORT ANY UTILITY IN CONFLICT WITH THE PROPOSED STRUCTURE OR CONSTRUCTION. ALL ASSOCIATED WORK SHALL BE CONSIDERED SUBSIDIARY TO ALL OTHER BID ITEMS. ANY REPAIR TO THE DAMAGED EXISTING UTILITIES SHALL BE THE COST OF THE CONTRACTOR.
4. WATER LINES WILL BE INSTALLED AS SHOWN ON THE PLANS. HOWEVER, FIELD ADJUSTMENTS APPROVED BY THE INSPECTOR OR ENGINEER MAY BE MADE TO LESSEN DAMAGE TO THE ROAD PAVEMENT OR WHEN OTHER UTILITY LOCATIONS, TREES, OR STRUCTURES WARRANT SUCH AN ADJUSTMENT.
5. ALL POLYVINYL CHLORIDE (PVC) WATER LINES SHALL BE NEW C900 OR C905, DR-18 POTABLE WATER PIPE, HAVING THE NATIONAL SANITATION FOUNDATION SEAL OF APPROVAL AND CONFORM TO THE LATEST VERSION OF THE AWWA SPECIFICATION FOR PVC POTABLE WATER PRESSURE PIPE.
6. ALL WATER PIPE FITTINGS SHALL BE DUCTILE IRON AND RESTRAINED WITH BOTH CONCRETE BLOCKING AND MEGALUGS. DUCTILE IRON FITTINGS SHALL CONFORM TO THE REQUIREMENTS OF AWWA C110 (ANSI A21.10) OR AWWA C153 (ANSI A21.53) DESIGNED FOR A WORKING CLASS PRESSURE OF NOT LESS THAN 150 PSI. ALL PIPE FITTINGS WITH CONCRETE BLOCKING AND MEGALUGS SHALL BE CONSIDERED SUBSIDIARY TO THE PIPE PRICE.
7. ALL WATER LINES TO HAVE CLASS 'C' EMBEDMENT AS SHOWN IN THE STANDARD DETAILS.
8. UNLESS SHOWN OTHERWISE ON PLANS, WATER MAIN SHALL HAVE MINIMUM COVER OF 42-INCH AS MEASURED FROM TOP OF PIPE TO TOP OF EXISTING GRADE OR TOP OF PROPOSED FINISHED GRADE WHICHEVER IS GREATER.
9. ALL HORIZONTAL AND VERTICAL BENDS, TEES, PLUGS, FIRE HYDRANT ASSEMBLIES, AND OTHER FITTINGS SHALL HAVE THRUST BLOCKING INSTALLED IN ACCORDANCE WITH THE STANDARD DETAILS. PAYMENT IS SUBSIDIARY TO THE VARIOUS PAY ITEMS.
10. COPPER WILL BE USED ON ALL "SHORT" SIDE SERVICES. COPPER TUBING SHALL CONFORM TO SEAMLESS COPPER WATER TUBE, ASTM DESIGNATION B 88, TYPE K CLASS 1, ANNEALED (SOFT) COPPER TUBING FOR USE WITH COMPRESSION-TYPE OR FLARED FITTINGS. "LONG" SIDE CONNECTIONS CROSSING COUNTY ROADS WILL BE SDR-9 200- PSI POLY (1" MIN.) ENCASED WITH 1 1/2 INCH SCHEDULE 40 PVC LAID FLOWLINE TO FLOWLINE OR FROM THE BACK OF CURB TO BACK OF CURB.
11. CURB STOPS SHALL BE TESTED FOR LEAKAGE AND FULL FLOW WHEN SYSTEM IS PRESSURE TESTED.
12. ALL EXISTING AND PROPOSED WATER VALVE BOXES LOCATED WITHIN PAVEMENT AREAS SHALL BE ADJUSTED TO FINAL PROPOSED GRADE. A 2 FT. X 2 FT. CONCRETE PAD SHALL BE CONSTRUCTED AROUND ALL PROPOSED WATER VALVES. THIS WORK SHALL BE CONSIDERED SUBSIDIARY TO THE WATER VALVES PAY ITEM.
13. FIRE HYDRANTS SHALL BE LOCATED THREE TO FIVE FEET (3'-5') FROM THE BACK OF CURB AND SHALL NOT EXCEED EIGHT FEET (8') FROM BACK OF CURB UNLESS OTHERWISE INDICATED ON THE CONSTRUCTION PLANS.
14. FIRE HYDRANT ASSEMBLY BID ITEMS WILL INCLUDE THE FIRE HYDRANT AND ALL NECESSARY FITTINGS INCLUDING THE 6-INCH C900 PVC FIRE HYDRANT LEAD.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DISINFECTION, CHLORINATION AND FLUSHING REQUIREMENTS AS PRESCRIBED BY THE AWWA STANDARD FOR DISINFECTING WATER MAINS (ANSI/AWWA STANDARD C651). THIS SHALL INCLUDE PROVIDING TEMPORARY ISOLATION VALVES, PLUGS, INJECTION PORTS, FLUSHING VALVES, TOOLS AND EQUIPMENT NECESSARY TO COMPLETE THE TASK.

- FLUSH WATER FOR DISINFECTION SHALL BE DE CHLORINATED TO LESS THAN OF EQUAL TO 0.1 MG/L CHLORINE PRIOR TO ENTERING ANY STREAM OR WATERWAY.
16. ALL TRENCHES SHALL BE BACKFILLED AT THE END OF EACH WORKING DAY. THE CONTRACTOR SHALL PROVIDE ALL FENCING AND/OR BARRICADES TO MAINTAIN PUBLIC SAFETY AROUND THE CONSTRUCTION AREA.
17. A TRENCH SAFETY PLAN SHALL BE STAMPED, SIGNED AND DATED BY A LICENSED PROFESSIONAL ENGINEER AND SUBMITTED TO THE PROJECT ENGINEER BEFORE OR DURING THE PRE- CONSTRUCTION MEETING.
18. PIPES LAID WILL HAVE TRACER WIRE IN ACCORDANCE WITH J.C.S.U.D. WATER CONSTRUCTION STANDARDS (SECTION 2-06). THE WIRE SHALL BE SOLID COPPER AT LEAST #12 AWG OR LARGER AND INSULATED. ALL SPLICES SHALL BE WATERTIGHT AND UNDERGROUND TYPE. THE TRACING WIRE SHALL BE TAPED TO THE TOP OF THE PIPE USING PSPWT210 2"x100" (10 MILS THICK) POLY TAPE (ASTM D-1000), AT INTERVALS OF EVERY 36 INCHES TO PREVENT DISLOCATION OF THE WIRE DURING BACKFILLING.

GENERAL NOTES FOR SANITARY SEWER IMPROVEMENTS

5. ALL SANITARY SEWER LINES AND APPURTENANCES SHALL BE INSTALLED IN STRICT ACCORDANCE WITH THESE PLANS, THE RULES, REGULATIONS, POLICIES AND PROCEDURES OF THE CITY OF JOSHUA, JOHNSON COUNTY SPECIAL UTILITY DISTRICT AND THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ).
2. SANITARY SEWER LINES SHALL BE INSTALLED AS SHOWN ON THE PLANS. HOWEVER, FIELD ADJUSTMENTS APPROVED BY THE INSPECTOR OR ENGINEER MAY BE MADE TO LESSEN DAMAGE TO THE ROAD PAVEMENT OR WHEN OTHER UTILITY LOCATIONS, TREES, OR STRUCTURES WARRANT SUCH AN ADJUSTMENT.
3. ALL SANITARY SEWER MAINS USING PVC PIPE SHALL BE SDR-26 HEAVY WALL, IN COMPLIANCE WITH ASTM D-2241 LATEST VERSION.
4. ALL SANITARY SEWER LINES TO HAVE CLASS 'H' EMBEDMENT AS SHOWN IN THE STANDARD DETAILS.
5. THE CONTRACTOR SHALL CONDUCT A PRE-CONSTRUCTION TELEVISION INSPECTION OF ALL EXISTING SEWER LINES TO BE ABANDONED TO VERIFY THE SERVICE LOCATIONS AND LINE CONDITIONS.
6. BYPASS PUMPING REQUIRED FOR PERFORMING CONSTRUCTION WORK SHALL BE CONSIDERED SUBSIDIARY TO ALL OTHER SANITARY SEWER BID ITEMS.
7. PROPOSED MANHOLE RIM ELEVATIONS SHOWN ON THE PLANS ARE APPROXIMATE.
8. ALL EXISTING AND PROPOSED MANHOLES AND CLEANOUTS SHALL BE ADJUSTED TO MATCH FINISHED GRADES, INCLUDING INSTALLATION OF A FIVE FOOT BY FIVE FOOT BY SIX INCH (5'x 5'x 6") REINFORCED CONCRETE PAD (IF APPLICABLE, REFER TO DETAILS). PAD WILL NOT BE REQUIRED WHEN MANHOLE IS PLACE OUTSIDE OF PAVEMENT. THIS WORK SHALL BE CONSIDERED SUBSIDIARY TO ALL OTHER SANITARY SEWER BID ITEMS.
9. ABANDONMENT OF EXISTING SANITARY SEWER LINES SHALL BE SUBSIDIARY TO ALL OTHER SANITARY SEWER BID ITEMS.
10. NO SEPARATE PAYMENT MADE FOR REMOVAL AND DISPOSAL OF EXISTING PIPE AND MANHOLES.
11. A TRENCH SAFETY PLAN SHALL BE STAMPED, SIGNED AND DATED BY A LICENSED PROFESSIONAL ENGINEER AND SUBMITTED TO THE PROJECT ENGINEER BEFORE OR DURING THE PRE- CONSTRUCTION MEETING.

SPECIAL INSTRUCTIONS COVERING TESTING OF COMPACTION OF TRENCH BACKFILL

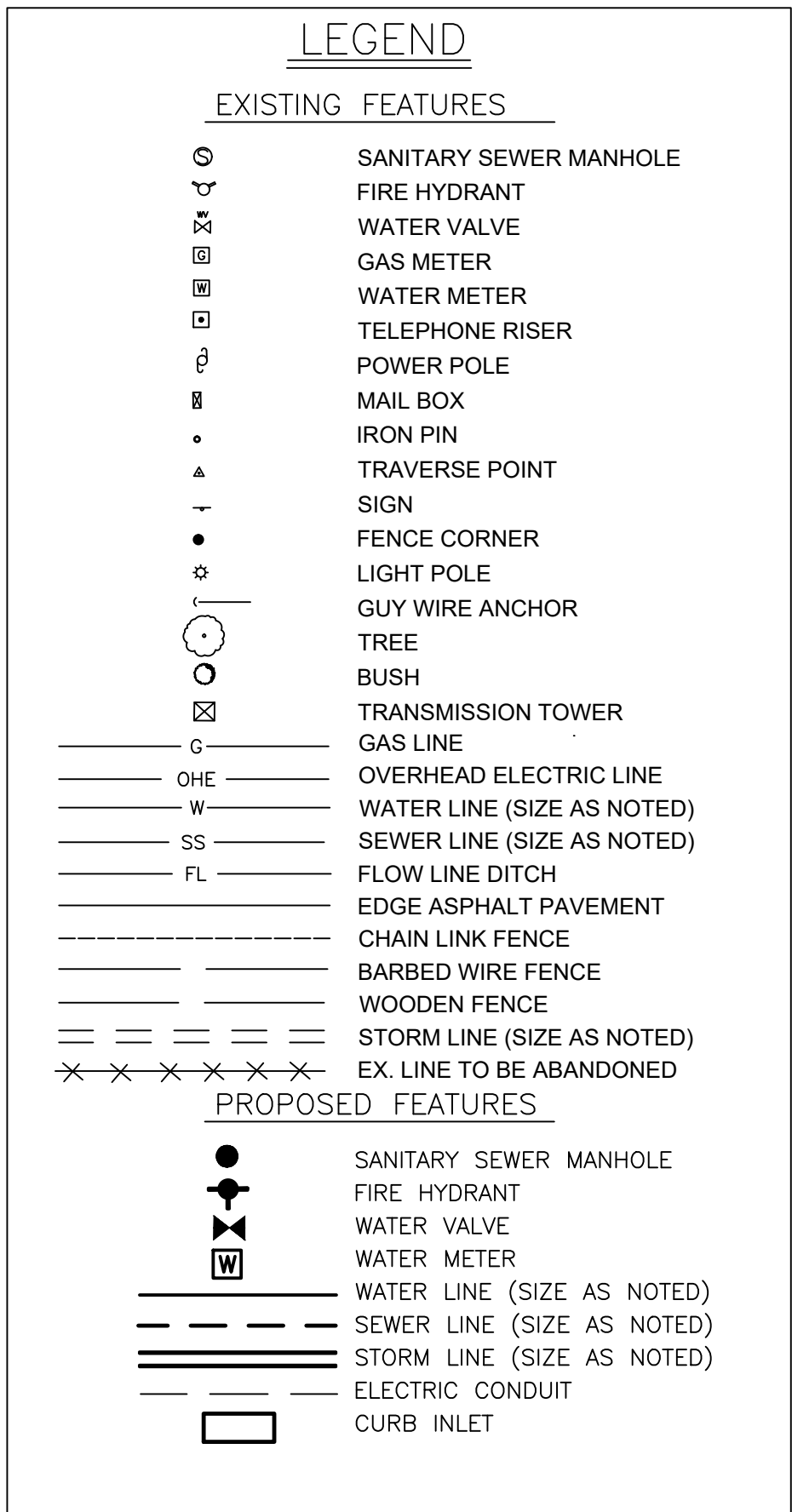
1. TRENCH BACKFILL COMPACTION SHALL BE TESTED AT THE RATE OF ONE (1) TEST PER 300 LINEAR FEET PER 12 INCH LIFT (LOOSE). TESTS SHALL BE STAGGERED SO THAT TESTS OF ADJACENT LIFTS ARE NOT DIRECTLY OVER TEST LOCATION OF PREVIOUS LIFT.
2. WHERE CONNECTING DISTANCE BETWEEN MANHOLES EXCEEDS 300 FEET, A MINIMUM OF TWO (2) TESTS PER LIFT, AS OUTLINED ABOVE, SHALL BE REQUIRED.
3. THE CONTRACTOR MUST USE METHODS OF CONSTRUCTION THAT MEET OR EXCEED OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION STANDARDS AND OR OTHER LOCAL, STATE, OR FEDERAL REGULATIONS FOR SAFETY THAT ARE IN EFFECT. THE CONTRACTOR WILL HAVE A TRENCH SAFETY PLAN PREPARED AND SEALED BY A REGISTERED PROFESSIONAL ENGINEER.

UNDERGROUND FACILITIES AND TELEPHONE NUMBERS

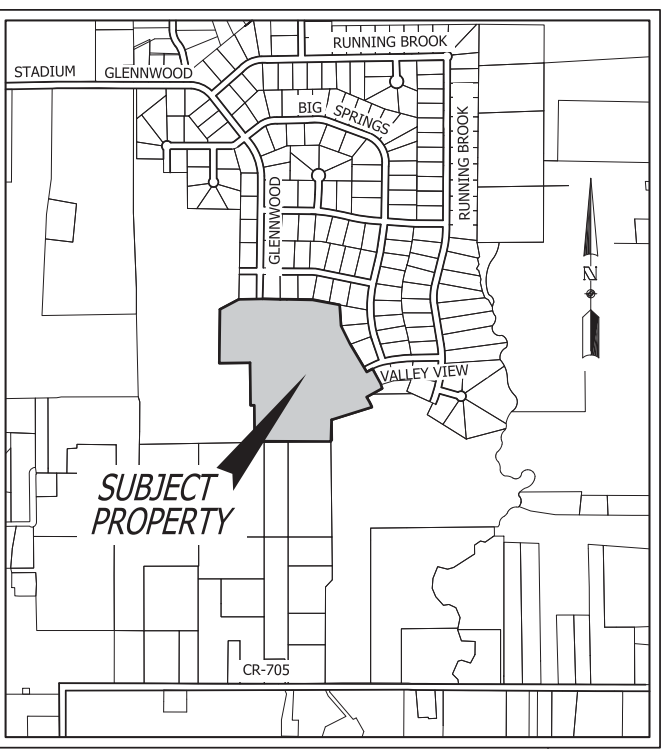
THE LOCATION OF UNDERGROUND FACILITIES INDICATED ON THE PLANS ARE TAKEN FROM PUBLIC RECORDS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAKE ARRANGEMENTS WITH THE OWNERS OF SUCH UNDERGROUND FACILITIES PRIOR TO WORKING IN THE AREA TO CONFIRM THEIR EXACT LOCATION AND TO DETERMINE WHETHER ANY ADDITIONAL FACILITIES OTHER THAN THOSE SHOWN ON THE PLANS MAY BE PRESENT. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL UNDERGROUND FACILITIES.

UNDERGROUND FACILITY OWNER TELEPHONE NO.

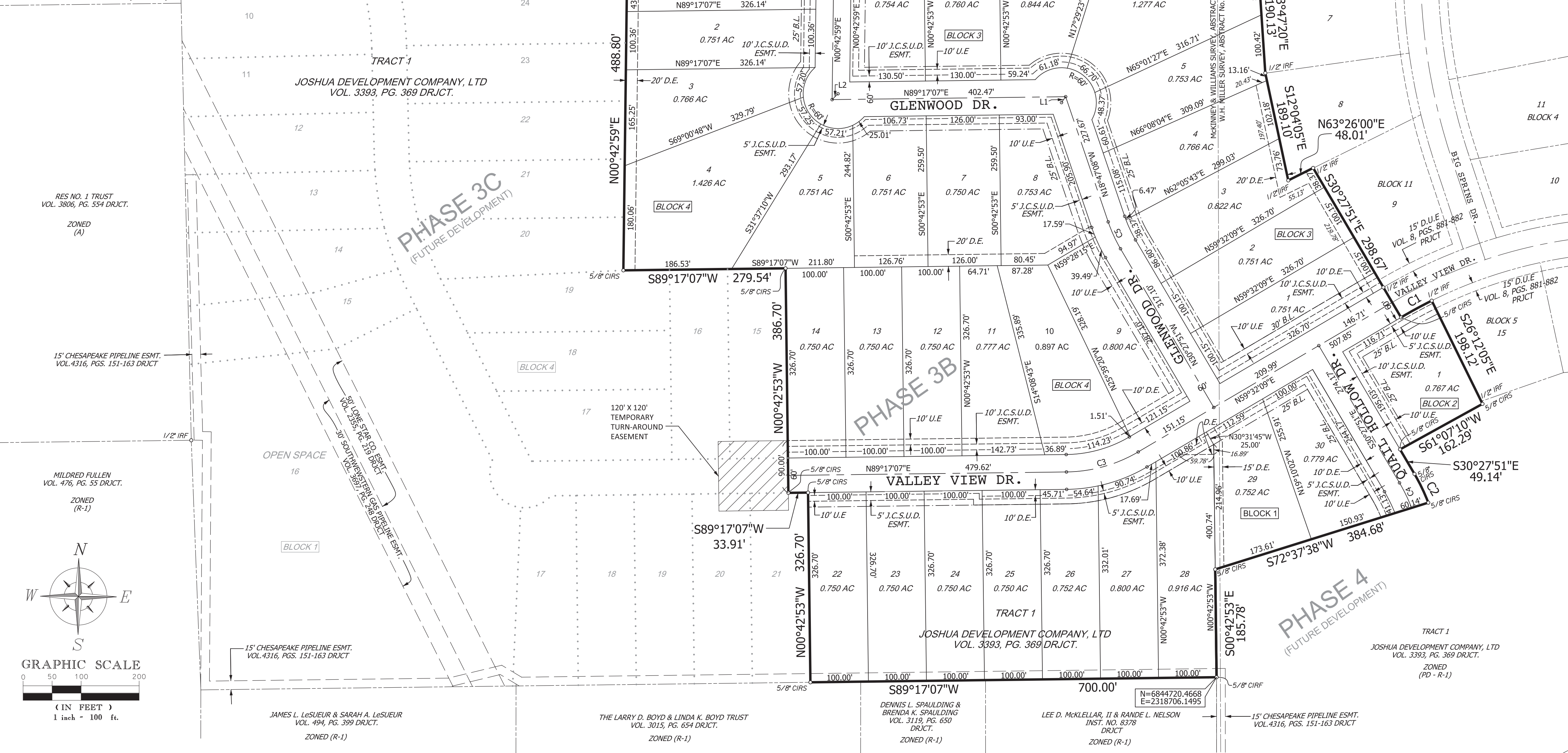
JCSUD	817-760-5200
CITY OF JOSHUA	817-558-7447
ATMOS ENERGY	-
DIG TESS (LINE LOCATES)	811



NO. REVISION		BY	DATE	JOB: 13085.002 13184.001	JOSHUA MEADOWS 3B ADDITION A DEVELOPMENT IN THE CITY OF JOSHUA, TX
				SCALE: N.T.S.	
				DESIGNED: D.B.C.	
				DRAWN: D.P.B.	
				CHECKED: D.B.C.	
SHEET					CONSTRUCTION PLANS PHASE 3B GENERAL NOTES
C-002					



VICINITY MAP (N.T.S.)



LINE CHART		
NUMBER	DIRECTION	DISTANCE
L1	S35°15'00"W	12.36'
L2	N45°00'03"E	14.32'

CURVE CHART					
NUMBER	DELTA	RADIUS	TANGENT	LENGTH	CHORD BEARING
C1	04°19'04"	800.00'	30.16'	60.29'	N81°23'06"E
C2	09°31'21"	330.00'	27.49'	54.78'	S25°42'10"E
C3	29°44'58"	250.00'	66.40'	129.81'	N74°24'38"E
C4	09°09'55"	300.00'	24.05'	47.99'	S25°52'53"E
C5	11°40'43"	250.00'	25.57'	50.96'	N24°37'29"W

SURVEYOR
NEEL-SCHAFER, INC.
2501 Avenue J, Suite 120
Arlington, Texas 76006
817-548-0696
CONTACT: PHILIP B. WOLTERS, RPLS
EMAIL: phil.wolters@neel-schaffer.com
TBPLS FIRM REGISTRATION NO. 10021800

DEVELOPER/OWNER
Joshua Development Company, Ltd.
1537 Davis Blvd.
North Richland Hills, Texas 76180
817-281-3509
817-656-0719 Fax
EMAIL: scott@sandlinhomes.com

- NOTES:
- THIS PROPERTY LOCATED IN ZONE "X" (areas determined to be located outside the 500-year floodplain) According to Flood Insurance Rate Map No. 48251C0180, Dated 4 December 2012.
 - Bearings based on Texas State Plane Coordinate System of 1983 - North Central Zone (NAD83)
 - The homeowners shall be responsible for the maintenance of ditches.
 - This property may be subject to charges related to impact fees, and the applicant should contact the City regarding any applicable fees due.
 - Selling a portion of any lot within this addition by metes and bounds is a violation of state law and City ordinance and is subject to fines and withholding of utility services and building permits.
 - A waiver of claim for damages against the City occasioned by the establishment of grades or the alteration of the surface of any portion existing streets and alleys to conform to the grades established in the subdivision.
 - All property corners are 5/8" iron rods capped "Neel-Schaffer" unless otherwise noted.
 - Cross-hatched area is temporary easement for turn-around until street is extended west in recorded plat.

Recommended for final approval:

Chairman, Planning & Zoning Commission	Date
Attest:	
City Secretary	Date
Approved:	
Mayor, City of Joshua, Texas	Date
Attest:	
City Secretary	Date

I hereby certify that the above and foregoing plat of Joshua Meadows Addition, Phase 3B to the City of Joshua, Texas, was approved by the City Council of the City of Joshua on the ____ day of _____, 2019.

This approval shall be invalid unless the approved plat for such addition is recorded in the office of the County Clerk of Johnson County, Texas, within two (2) years from said date of final approval. Said addition shall be subject to all the requirements of the Subdivision Regulations of the City of Joshua.

WITNESS OUR HAND, this ____ day of _____, 2019

City Secretary

UTILITY EASEMENT RESTRICTION STATEMENT

"Any public utility, including the City of Joshua, shall have the right to remove all or part of any building, fences, trees, shrubs, other growths or improvements which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of the easements shown on the plat; and any public utility, including the City of Joshua, shall have the right at all times of ingress and egress to and from and upon said easements for the purpose of construction, reconstruction, inspection, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of anyone."

PUBLIC OPEN SPACE EASEMENT RESTRICTION STATEMENT

"No structure, object or plant of any type may obstruct vision from a height of thirty inches (30") to a height of ten feet (10') above the top of the curb, including, but not limited to buildings, fences, walls, signs, trees, shrubs, cars, trucks, etc., in the public open space easement as shown on the plat."

DRAINAGE AND FLOODPLAIN EASEMENT RESTRICTION STATEMENT

"No construction or filling, without the written approval of the City of Joshua, shall be allowed within a drainage easement or a floodplain easement, and then only after detailed engineering plans and studies show that no flooding will result, that no obstruction to the natural flow of water will result; and subject to all owners of the property affected by such construction becoming a party to the request. Where construction is permitted, all finished floor elevations shall be a minimum of one foot (1') above the 100-year flood elevation."

OWNER'S DEDICATION

STATE OF TEXAS
COUNTY OF

Whereas Joshua Development Company, LTD, acting by and through the under signed, its duly authorized agent, is the sole owner of a tract of land situated in the McKinney & Williams Survey, Abstract No. 636 & W.H. Miller Survey, Abstract No. 603, County of Johnson, known as Tract 1, according to the deed recorded in Volume 3393 Page 369, Deed Records, Johnson County, Texas, and more particularly described as follows:

Beginning at a 1/2" iron rod found in a south line of Joshua Meadows, Phase 2A, recorded in Volume 8, Pages 881 to 882, Plat Records, Johnson County, Texas (PRJCT) said iron rod also being the southwest corner of Lot 5, Block 12, of said Joshua Meadows, Phase 2A;

THENCE South 89°35'34" East, along the south line of Block 12, of said Joshua Meadows, Phase 2A, a distance of 156.12 feet to a found 1/2" iron rod in the west line of Glenwood Drive, and continuing for a total distance of 216.12 feet to a set 5/8" iron rod capped "Neel-Schaffer" in the east line of said Glenwood Drive;

North 02°15'47" West, along said east line, a distance of 6.20 feet to a 1/2" iron rod found for the southwest corner of Lot 1, Block 11, of said Joshua Meadows, Phase 2A;

THENCE departing said east line, and along the common line of said Block 11, Joshua Meadows, Phase 2A and said Tract 1, the following 6 calls:

South 89°18'56" East, a distance of 457.46 feet to a 1/2" iron rod found;

South 78°35'53" East, a distance of 248.08 feet to a 1/2" iron rod found;

South 03°47'20" East, a distance of 190.13 feet to a 1/2" iron rod found;

South 12°04'05" East, a distance of 189.10 feet to a 1/2" iron rod found;

North 63°26'00" East, a distance of 48.01 feet to a 1/2" iron rod found;

South 30°27'51" East, a distance of 238.67 feet to a found 1/2" iron rod in the north line of Valley View Drive, and continuing for a total distance of 298.67 feet to a set 5/8" iron rod capped "Neel-Schaffer" in the south line of said Valley View Drive, said iron rod also being the beginning of a curve to the right having a central angle of 04°19'04", a radius of 800.00 feet and a long chord which bears North 61°23'06" East, 60.27 feet;

THENCE Northeasterly, along said curve to the right, an arc distance of 60.29 feet to a found 1/2" iron rod for the northwesterly corner of Lot 15, Block 5, of said Joshua Meadows, Phase 2A;

South 26°12'05" East, along the west line of said Lot 15, Block 5, a distance of 193.00 feet to a found 1/2" iron rod for the southwest corner of said Lot 15, Block 5, and continuing for a total distance of 198.12 feet to a set 5/8" iron rod capped "Neel-Schaffer";

THENCE South 61°07'10" West, a distance of 162.29 feet to a set 5/8" iron rod capped "Neel-Schaffer";

THENCE South 30°27'51" East, a distance of 49.14 feet to a set 5/8" iron rod capped "Neel-Schaffer", said iron rod also being the beginning of a non-tangent curve to the right, having a central angle of 09°31'21", a radius of 330.00 feet and a long chord which bears South 25°42'10" East, 54.78 feet;

THENCE Southeasterly, along said curve to the right, an arc distance of 54.78 feet to a set 5/8" iron rod capped "Neel-Schaffer";

THENCE South 72°37'38" West, a distance of 384.68 feet to a set 5/8" iron rod capped "Neel-Schaffer";

THENCE South 00°42'53" East, a distance of 185.78 feet to a found 5/8" iron rod for the northeast corner of a tract of land conveyed to Lee D. McKellar, II and Rande L. Nelson, by deed recorded in Instrument Number 8378 (DRJCT);

THENCE South 89°17'07" West, along the North line of said Lee D. McKellar, II and Rande L. Nelson tract, and continuing along the north line 3 tracts of land conveyed to Dennis L. Spaulding and Brenda K. Spaulding, by deed recorded in Volume 3119, Page 650 (DRJCT), The Larry D. Boyd and Linda K. Boyd Trust, by deed recorded in Volume 3015, Page 654 (DRJCT), a distance of 700.00 feet to a set 5/8" iron rod capped "Neel-Schaffer";

THENCE North 00°42'53" West, departing said north line, a distance of 326.70 feet to a set 5/8" iron rod capped "Neel-Schaffer";

THENCE South 89°17'07" West, a distance of 33.91 feet to a set 5/8" iron rod capped "Neel-Schaffer";

THENCE North 00°42'53" West, a distance of 386.70 feet to a set 5/8" iron rod capped "Neel-Schaffer";

THENCE South 89°17'07" West, a distance of 279.54 feet to a set 5/8" iron rod capped "Neel-Schaffer";

THENCE North 00°42'59" East, a distance of 488.80 feet to a set 5/8" iron rod capped "Neel-Schaffer";

THENCE North 62°05'26" East, a distance of 193.58 feet to the Point of Beginning and containing 1,328,968.508 square feet, or 30.508 acres of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, by and through the undersigned, its duly authorized agent, does hereby adopt this plat designating the hereinabove described property as Joshua Meadows Addition, Phase 3B, an addition to the City of Joshua, Johnson County, Texas, and I do hereby dedicate the rights of way, (alleys, parks) and easements shown thereon to the public's use unless otherwise noted.

WITNESS my hand at Joshua, Johnson County, Texas this ____ day of _____, 2019.

(Title)

STATE OF TEXAS
COUNTY OF

Before me, the undersigned authority, on this day personally appeared Scott Sandlin of Joshua Development Company, LTD, known to me to be the person whose name subscribed to the above and foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and consideration expressed and in the capacity therein stated and as the act and deed of said Joshua Development Company, LTD.

Given upon my hand and seal of office this ____ day of _____, 2019.

Notary Public in and for the State of Texas

My Commission Expires:

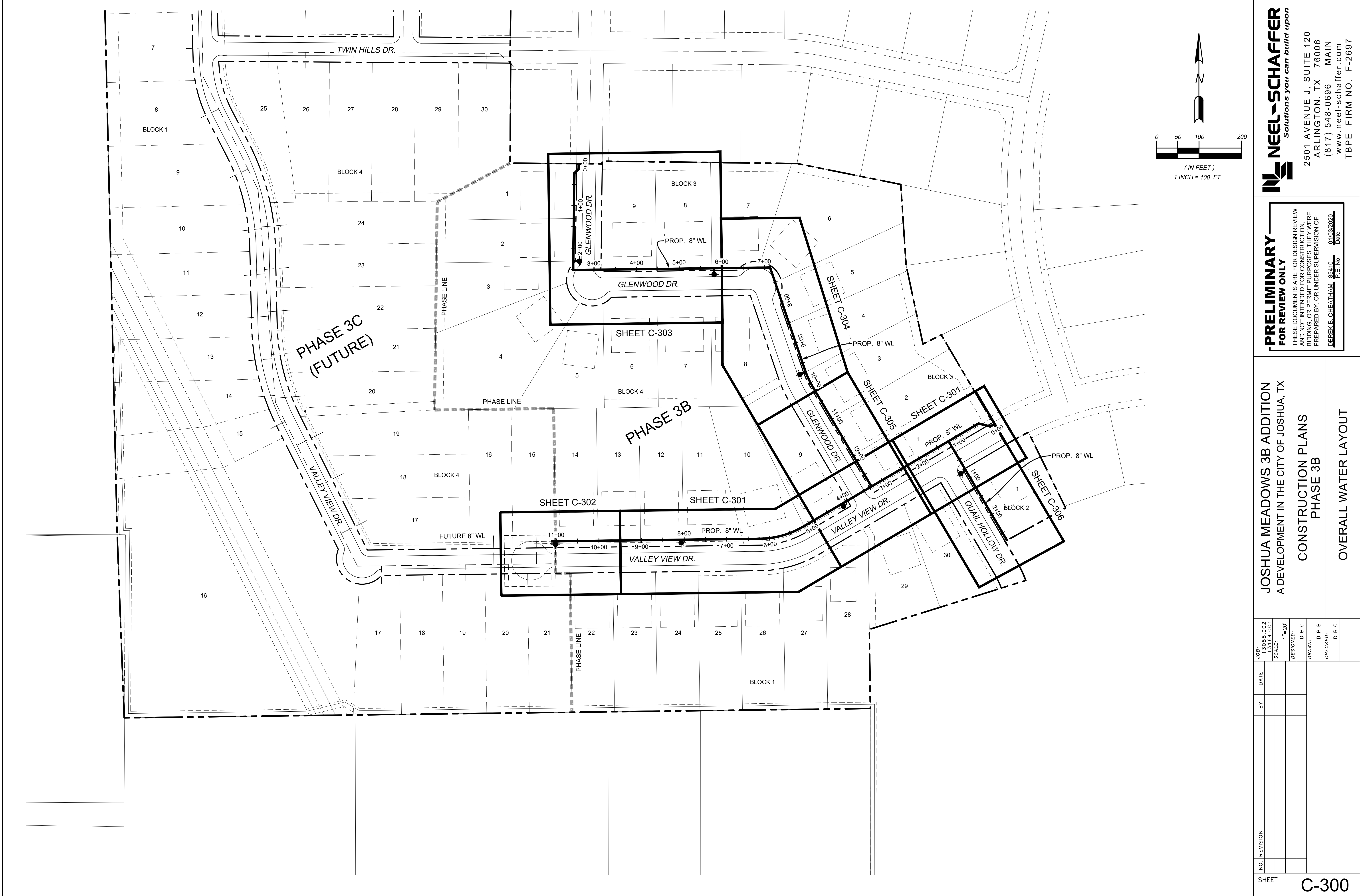
SURVEYOR CERTIFICATE

This is to certify that I, Philip B. Wolters, a Registered Professional Land Surveyor of the State of Texas, have prepared this plat of the above subdivision from an actual survey on the ground; and that all monuments for lot corners, angle points, and points of curvature shown thereon as "set" were placed under my personal supervision in accordance with the Subdivision Ordinance of the City of Joshua.

PRELIMINARY- FOR REVIEW ONLY

Philip B. Wolters, Surveyor
Texas R.P.L.S. No.
Date:

FINAL PLAT
LOTS 22-30, BLOCK 1; LOT 1, BLOCK 2;
LOTS 1-9, BLOCK 3; LOTS 1-14, BLOCK 4
JOSHUA MEADOWS ADDITION, PHASE 3B
BEING 30.508 ACRES OF LAND SITUATED IN THE MCKINNEY & WILLIAMS SURVEY, ABSTRACT NO. 636
& W.H. MILLER SURVEY, ABSTRACT NO. 603, THE CITY OF JOSHUA, JOHNSON COUNTY, TEXAS
CONVEYED BY DEED TO JOSHUA DEVELOPMENT COMPANY, LTD, RECORDED IN VOLUME 3393, PAGE 369
DEED RECORDS, JOHNSON COUNTY, TEXAS
33 RESIDENTIAL LOTS
ZONED PD R-1
DECEMBER 2019



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TBPE FIRM NO. F-2697

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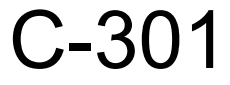
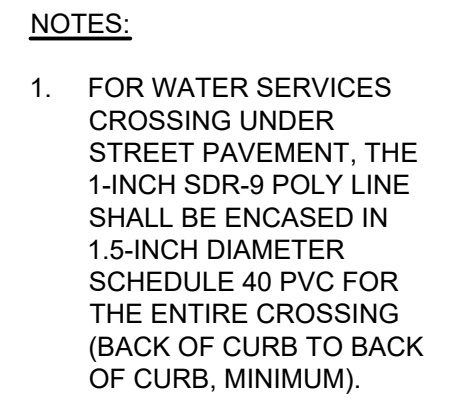
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PREPARED BY, OR UNDER SUPERVISION OF:
DEREK B. CHEATHAM P.E. No. 85410 Date 01/03/2020

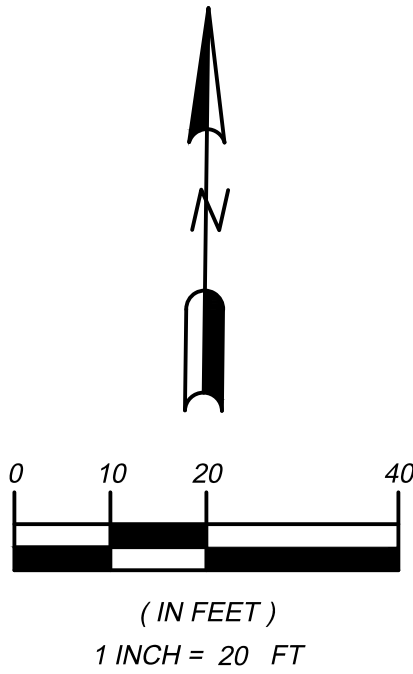
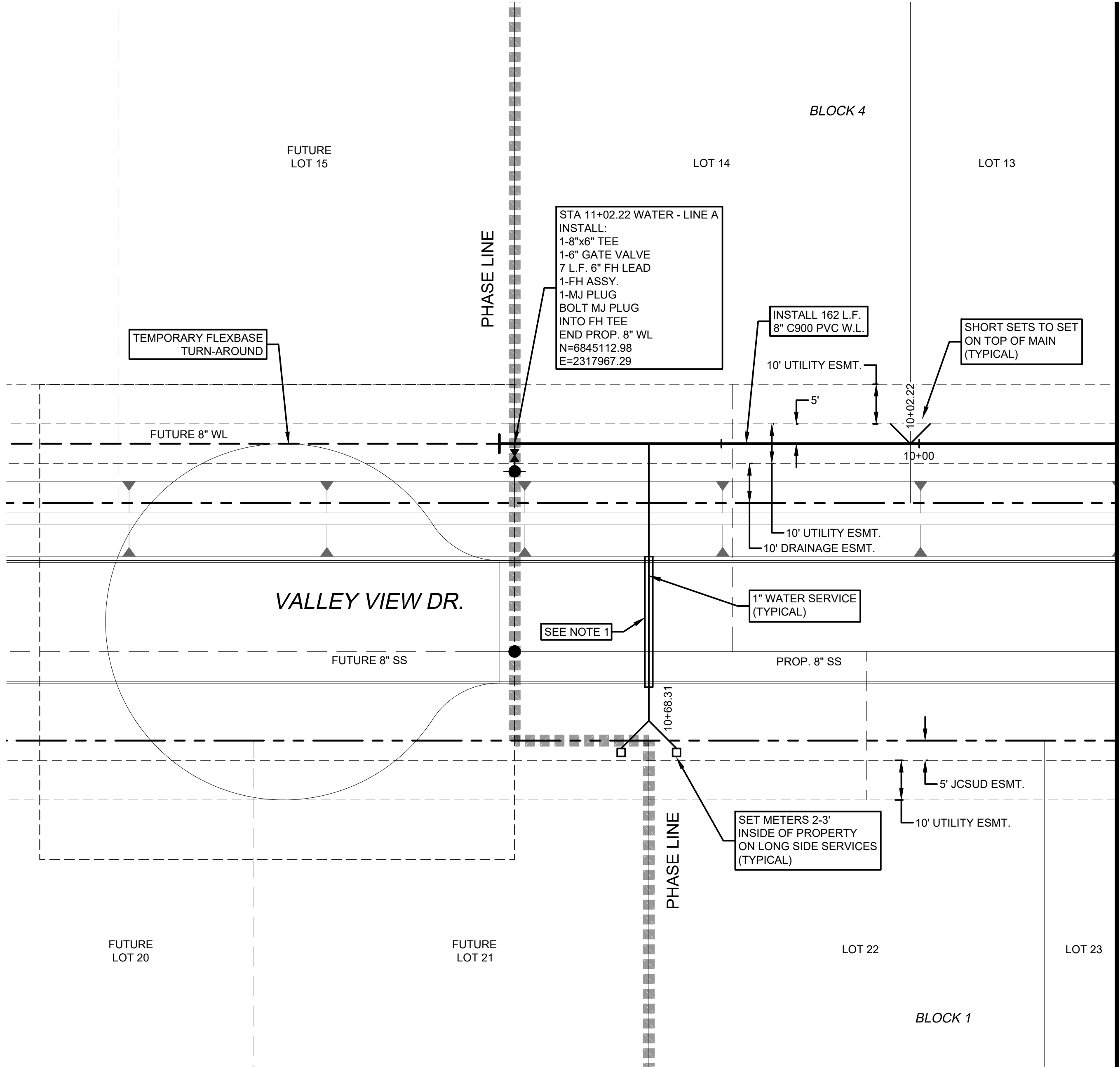
JOSHUA MEADOWS 3B ADDITION
A DEVELOPMENT IN THE CITY OF JOSHUA, TX

CONSTRUCTION PLANS
PHASE 3B

OVERALL WATER LAYOUT

JOB: 1.3085.002 1.3164.001			
SCALE: 1"=20'			
DESIGNED: D.B.C.			
DRAWN: D.P.B.			
CHECKED: D.B.C.			





- NOTES:
- FOR WATER SERVICES CROSSING UNDER STREET PAVEMENT, THE 1-INCH SDR-9 POLY LINE SHALL BE ENCASED IN 1.5-INCH DIAMETER SCHEDULE 40 PVC FOR THE ENTIRE CROSSING (BACK OF CURB TO BACK OF CURB, MINIMUM).



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DEREK B. CHEATHAM, P.E. No. 85410 Date 01/03/2020

JOSHUA MEADOWS 3B ADDITION
A DEVELOPMENT IN THE CITY OF JOSHUA, TX

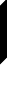
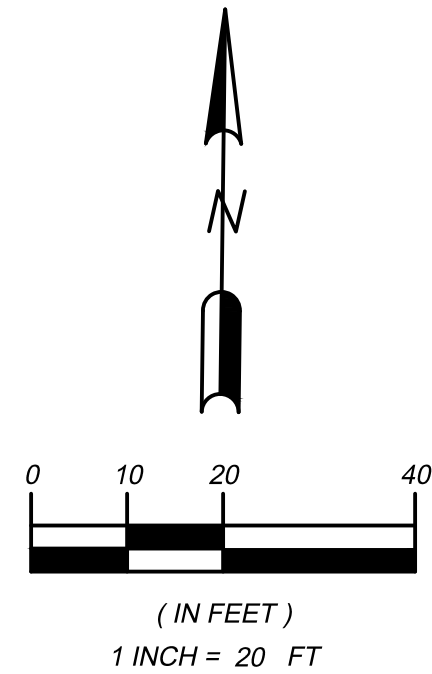
CONSTRUCTION PLANS
PHASE 3B

WATER PLAN
LINE A - STA. 9+50 TO END

NO. REVISION	JOB:	13085.002
	DATE	13164.001
	SCALE:	1"=20'
	DESIGNED:	D.B.C.
	DRAWN:	D.P.B.
	CHECKED:	D.B.C.

SHEET

C-302



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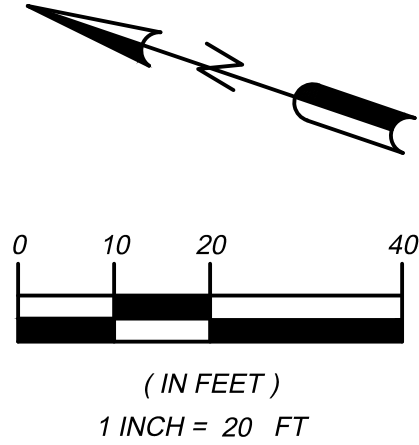
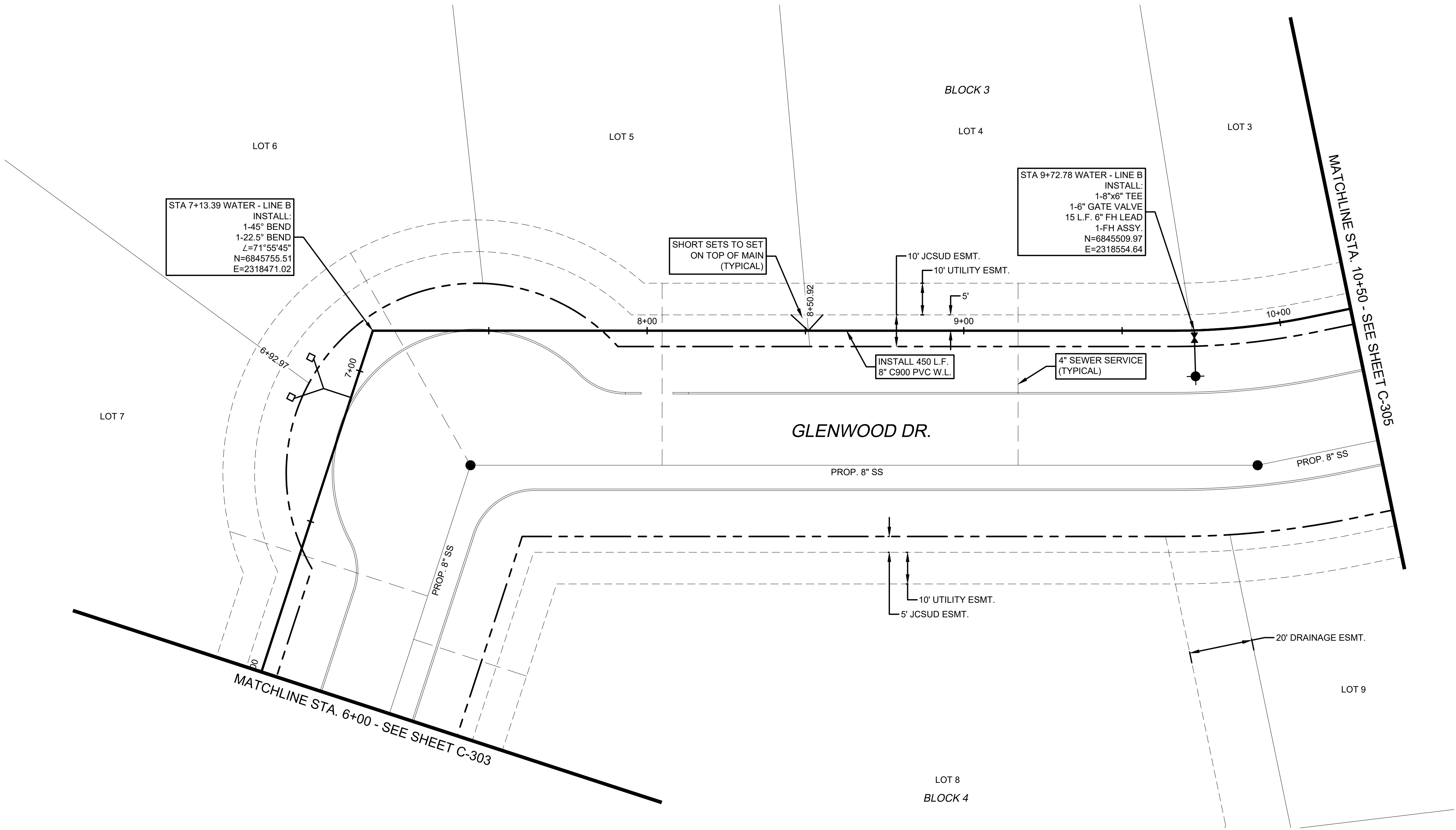
DEREK B. CHEATHAM 85410 01/03/2001
P.E. No. Date

JOSHUA MEADOWS 3B ADDITION
A DEVELOPMENT IN THE CITY OF JOSHUA, TX

CONSTRUCTION PLANS PHASE 3B

WATER PLAN
LINE B - BEGIN TO STA. 6+00

NO.	REVISION	BY	DATE	JOB: S085.002
				13164.001
				SCALE:
				1"=20'
				DESIGNED:
				D.B.C.
				DRAWN:
				D.P.B.
				CHECKED:
				D.B.C.





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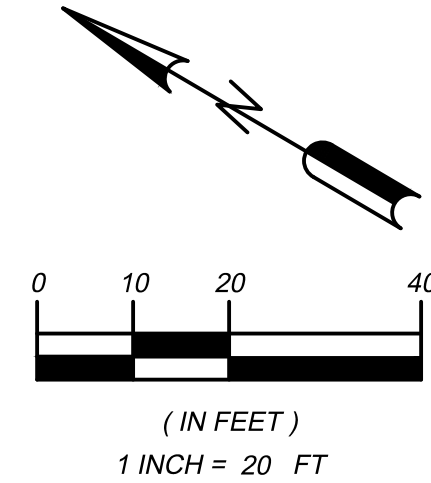
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DEREK B. CHEATHAM
P.E. No. 85410
Date 01/03/2020

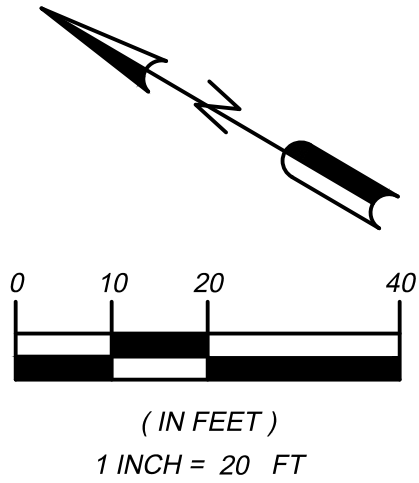
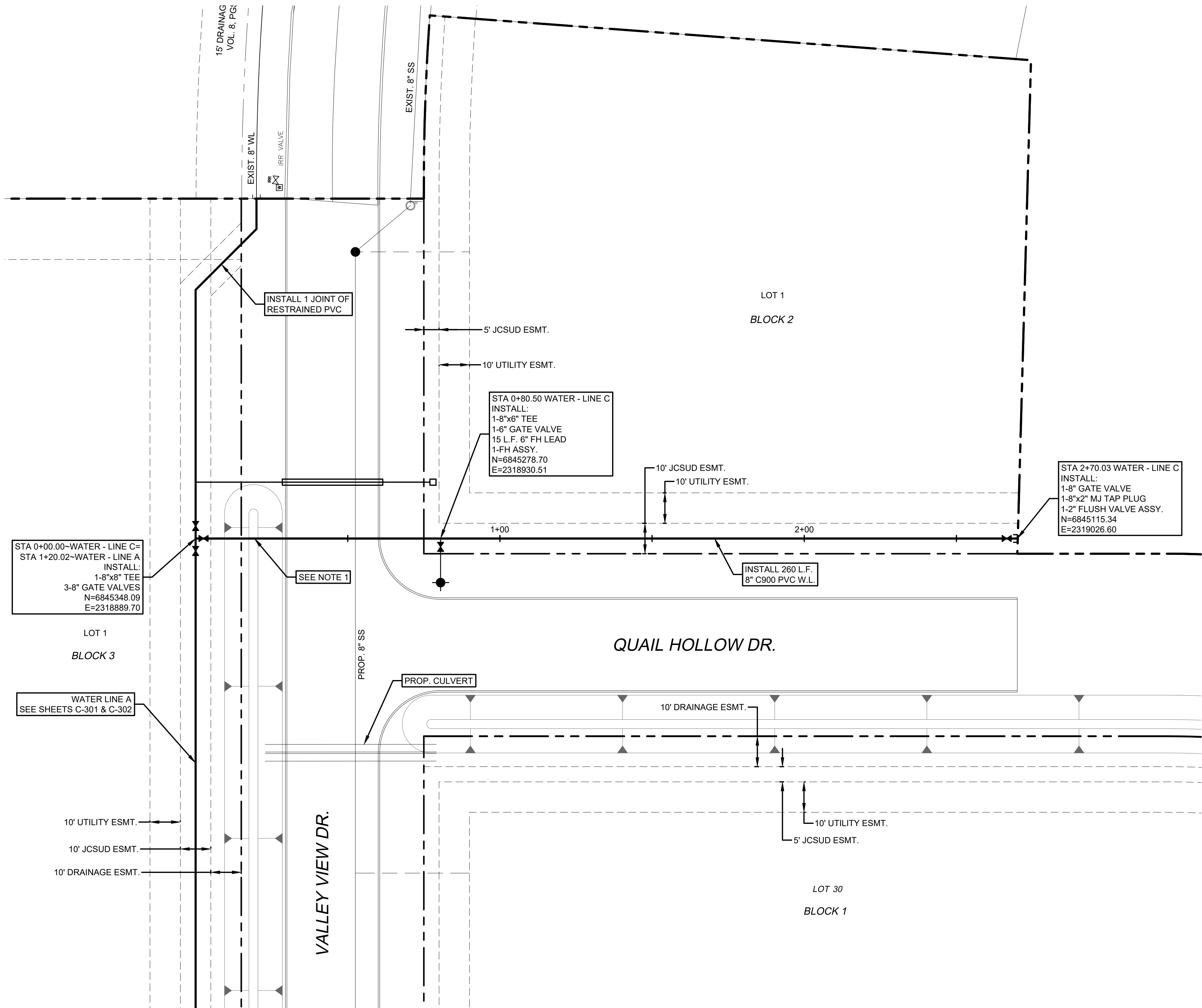
JOSHUA MEADOWS 3B ADDITION
A DEVELOPMENT IN THE CITY OF JOSHUA, TX

CONSTRUCTION PLANS
PHASE 3B

WATER PLAN
LINE B - STA. 6+00 TO 10+50

NO. REVISION	DATE	BY	JOB: 1.3085.002 1.3164.001
			SCALE: 1"=20'
			DESIGNED: D.B.C.
			DRAWN: D.P.B.
			CHECKED: D.B.C.
SHEET			





NOTES:

- 42-INCH MINIMUM DEPTH OF WATER LINE TO BE MAINTAINED WHILE CROSSING DRAINAGE DITCH. COORDINATE CROSSING WITH JCSUD PRIOR TO INSTALLATION.

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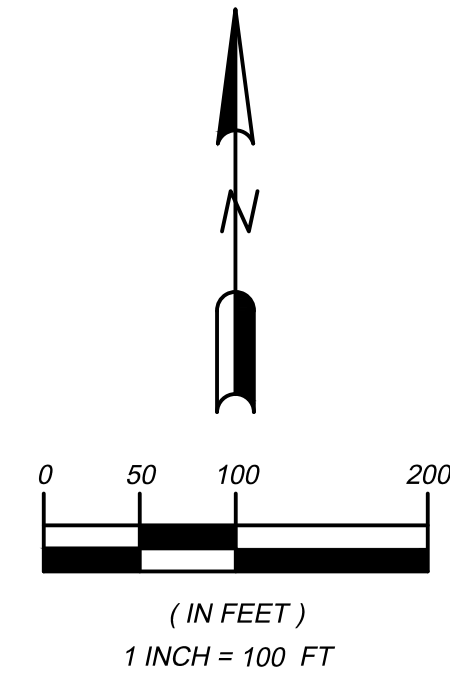
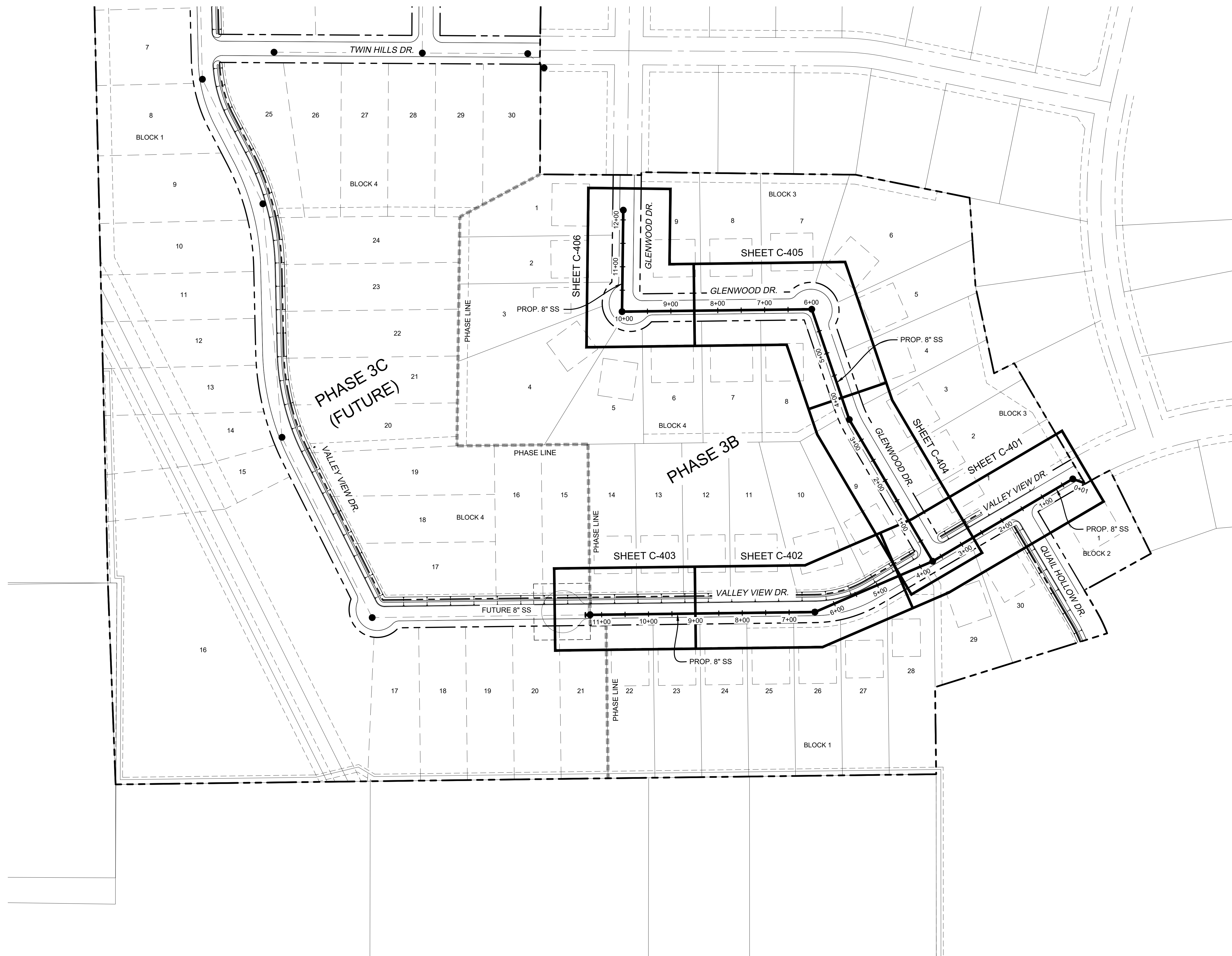
DEREK B. CHEATHAM, P.E. No. 85410, Date 01/03/2020

JOSHUA MEADOWS 3B ADDITION
A DEVELOPMENT IN THE CITY OF JOSHUA, TX

CONSTRUCTION PLANS
PHASE 3B

WATER PLAN
LINE C - BEGIN TO END

JOB:	1.3085.002
	1.3164.001
SCALE:	1"=20'
DESIGNED:	D.B.C.
DRAWN:	D.P.B.
CHECKED:	D.B.C.



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DEREK B. CHEATHAM 85410
P F No

JOSHUA MEADOWS 3B ADDITION
A DEVELOPMENT IN THE CITY OF JOSHUA, TX

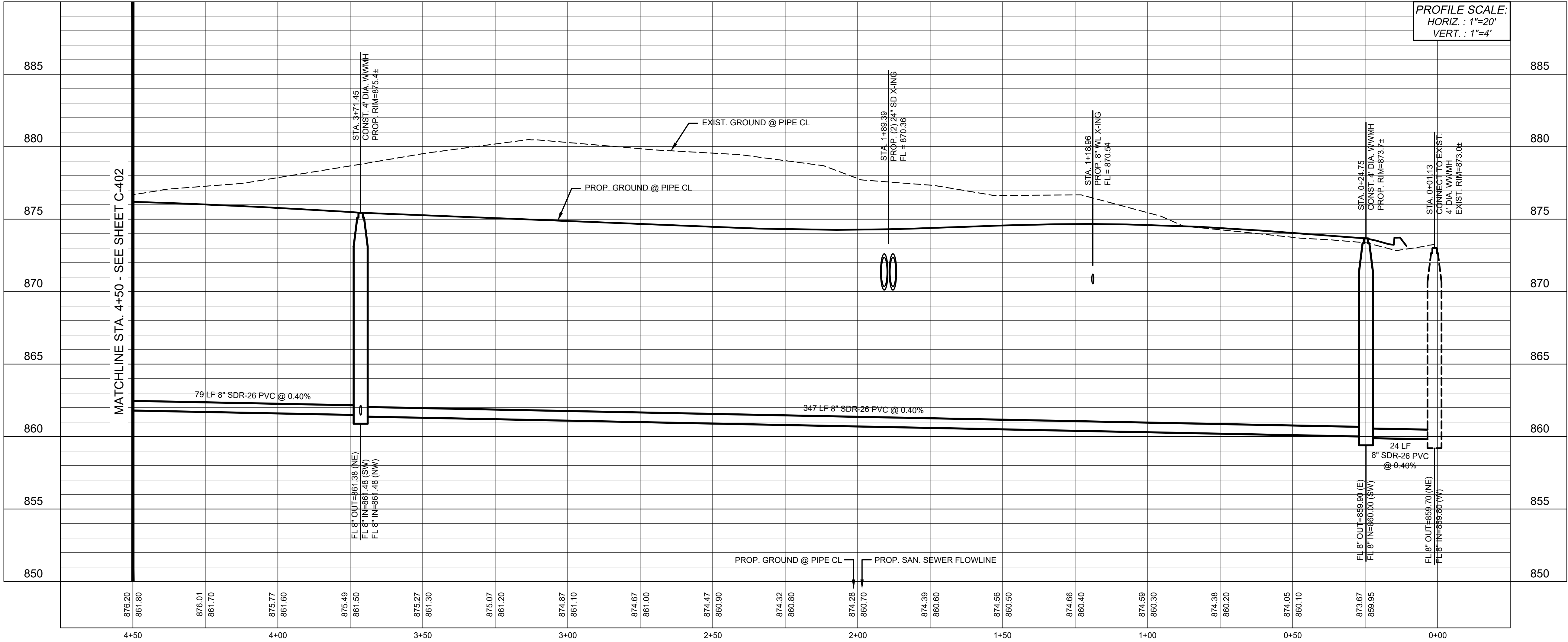
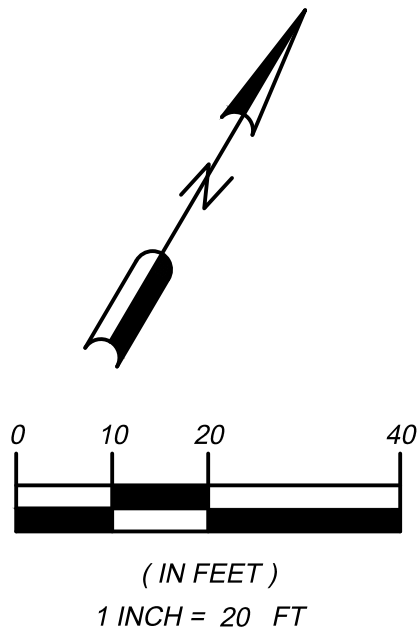
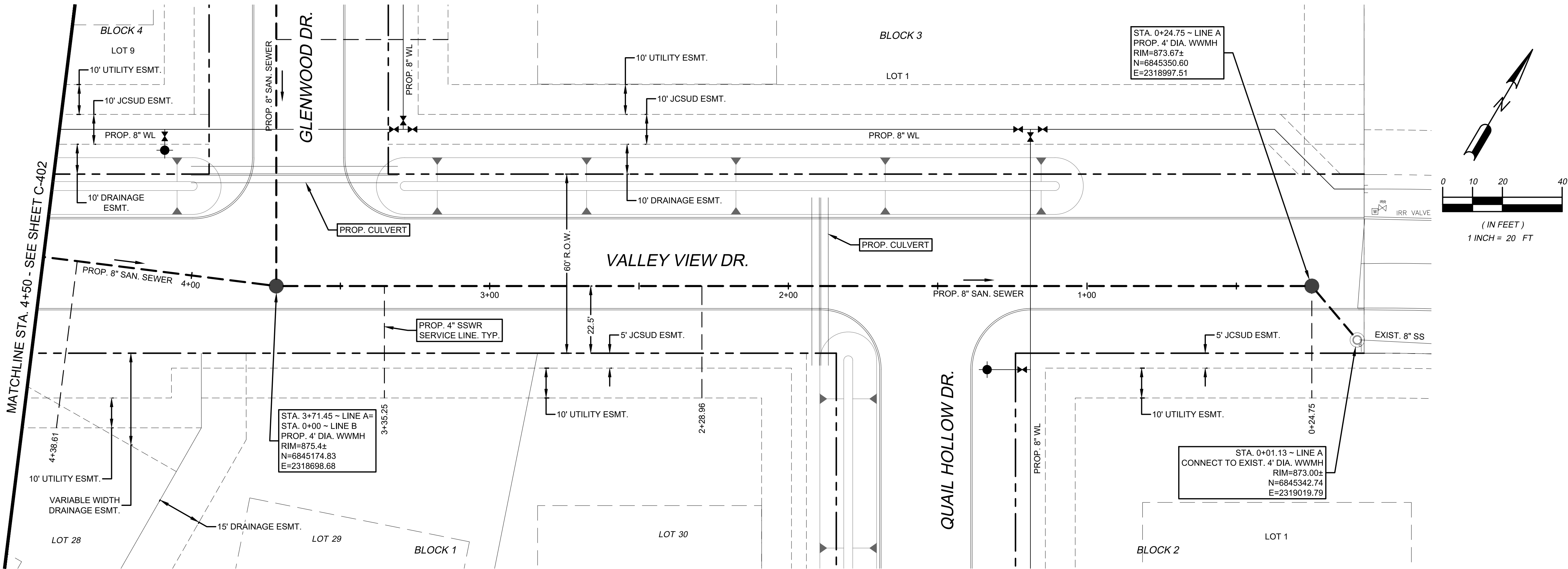
CONSTRUCTION PLANS PHASE 3B

OVERALL SEWER LAYOUT

JOB: 13085.002 13164.001	1"=20' DESIGNED: D.B.C. DRAWN: D.P.B. CHECKED: D.B.C.
SCALE:	

SHEET

C-400



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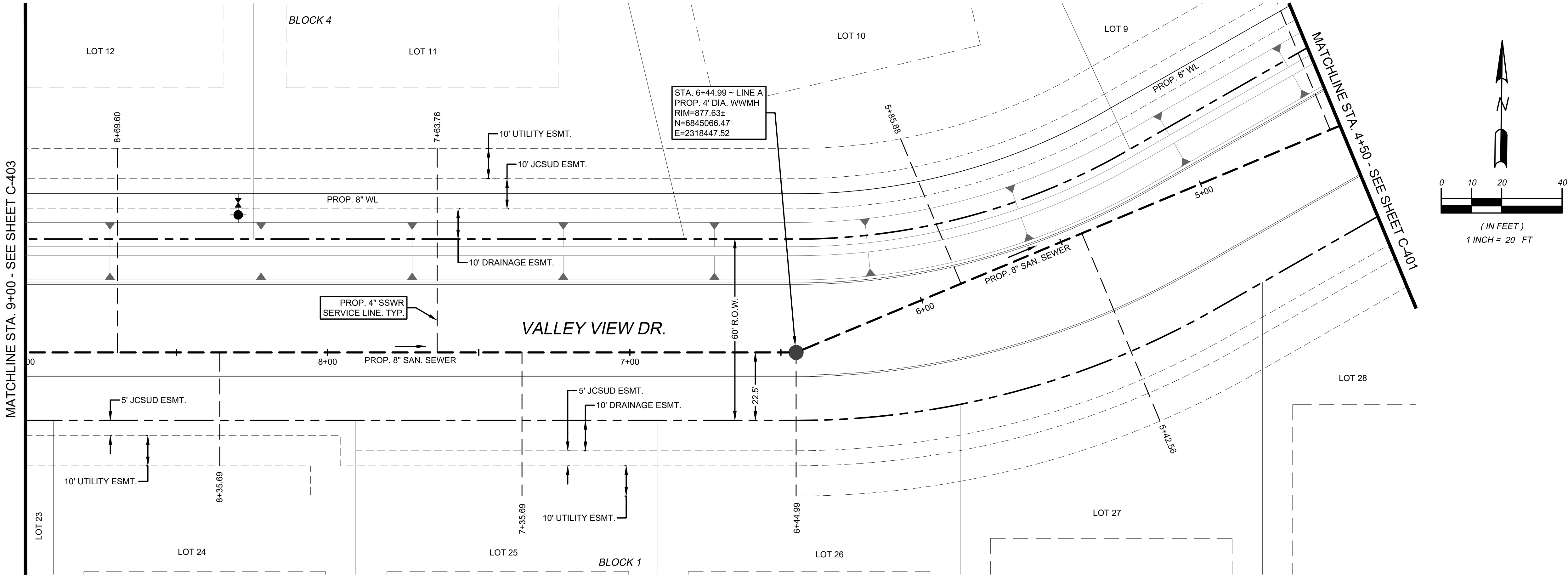
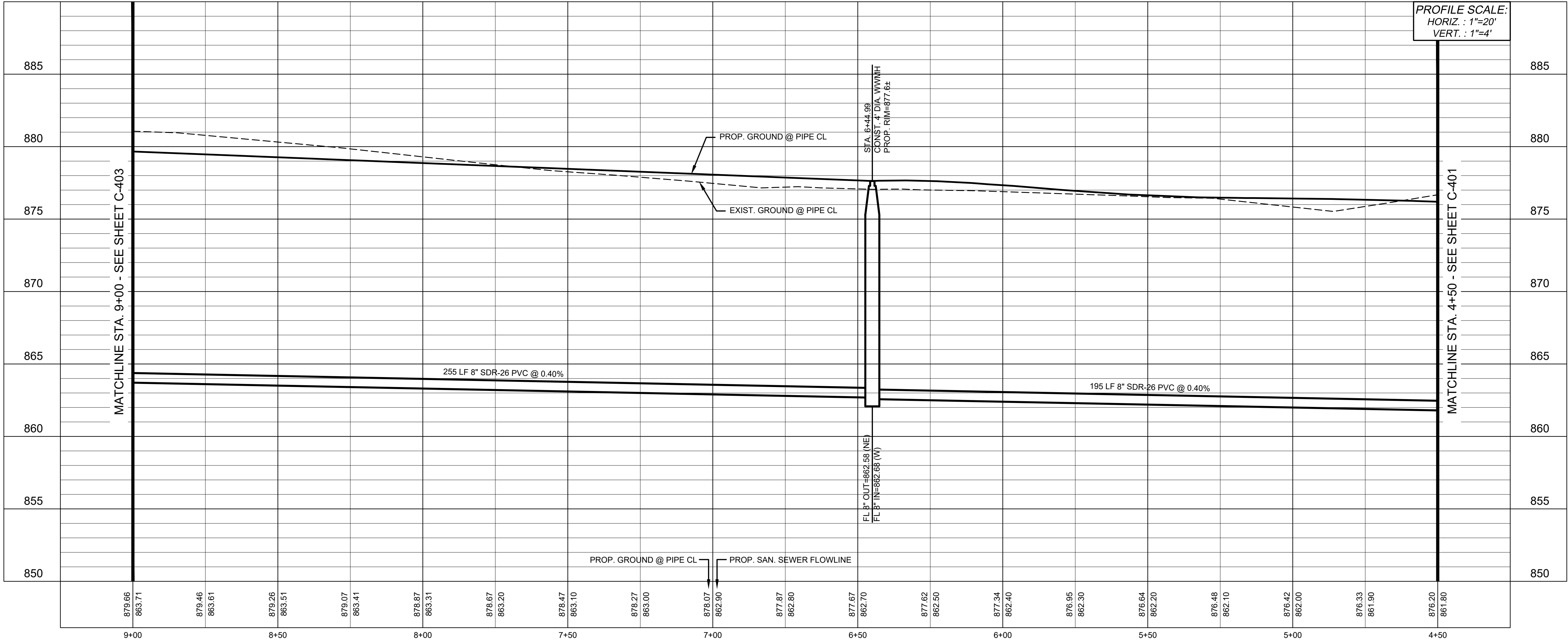
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P.E. No. 85410
Date 01/03/2020

JOSHUA MEADOWS 3B ADDITION
A DEVELOPMENT IN THE CITY OF JOSHUA, TX

CONSTRUCTION PLANS
PHASE 3B

SANITARY SEWER PLAN & PROFILE
LINE A - BEGIN TO STA. 4+50

NO.	REVISION	BY	DATE	JOB:	
				1.3085.002	1.3164.001
				SCALE:	1"=20'
				DESIGNED:	D.B.C.
				DRAWN:	D.P.B.
				CHECKED:	D.B.C.
SHEET				C-401	



NO. REVISION		BY	DATE	JOB:	
				13085.002	13164.001
				SCALE:	1"=20'
				DESIGNED:	D.B.C.
				DRAWN:	D.P.B.
				CHECKED:	D.B.C.
SHEET					

C-402

JOSHUA MEADOWS 3B ADDITION
A DEVELOPMENT IN THE CITY OF JOSHUA, TX

CONSTRUCTION PLANS
PHASE 3B

SANITARY SEWER PLAN & PROFILE
LINE A - STA. 4+50 TO STA. 9+00

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FOR REVIEW ONLY

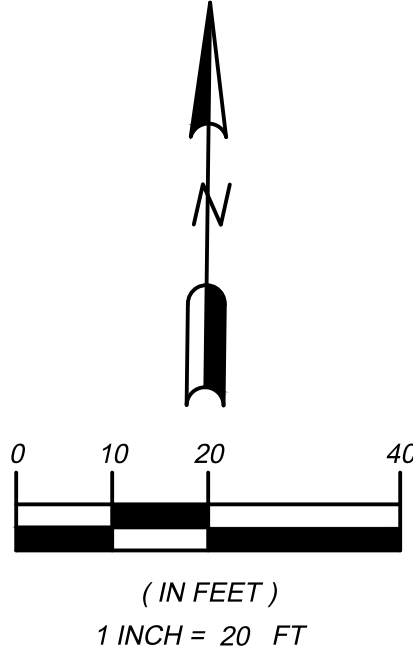
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DEREK B. CHEATHAM
P.E. No. 85410
Date 01/03/2020



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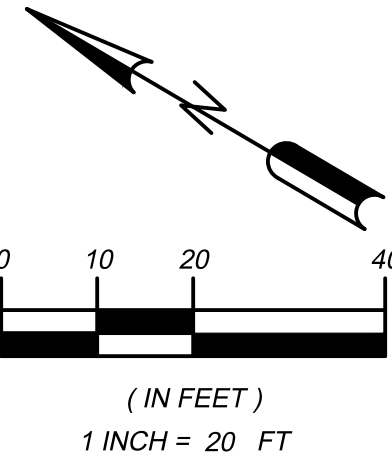
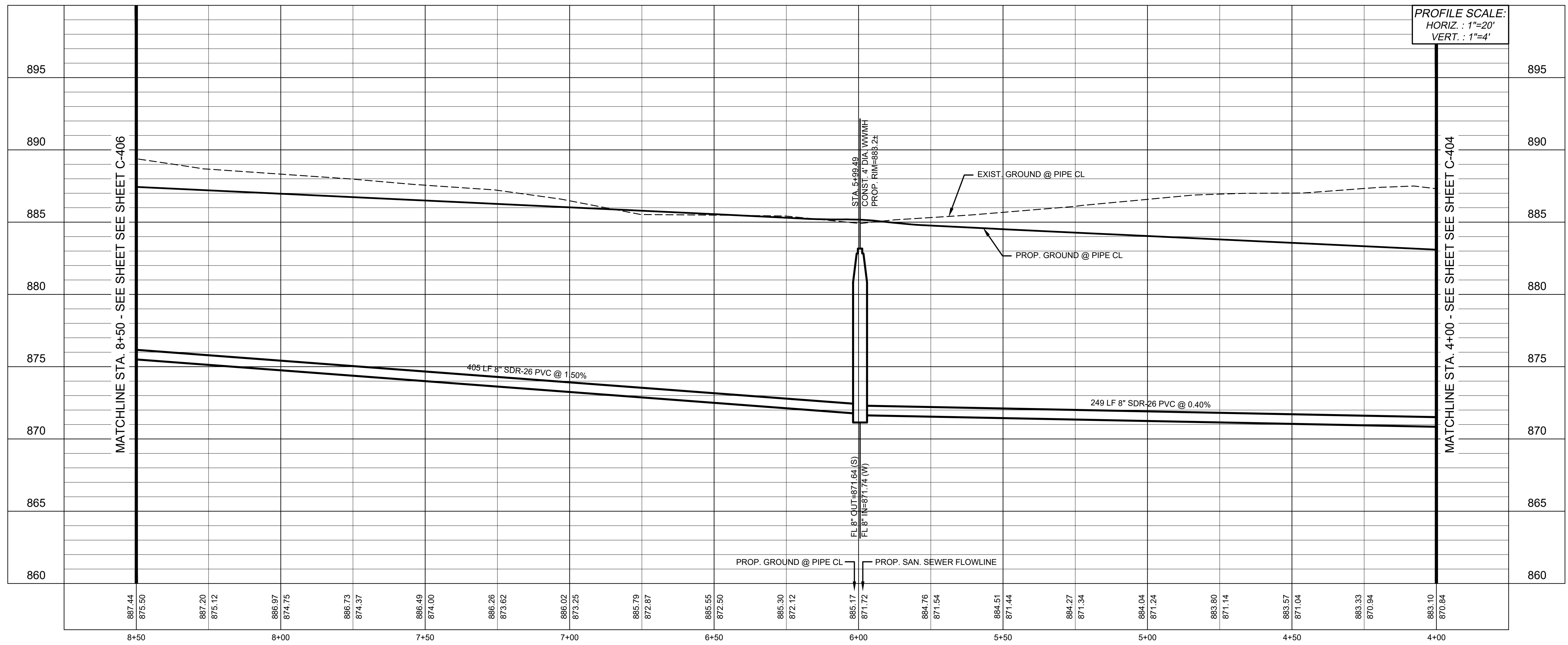
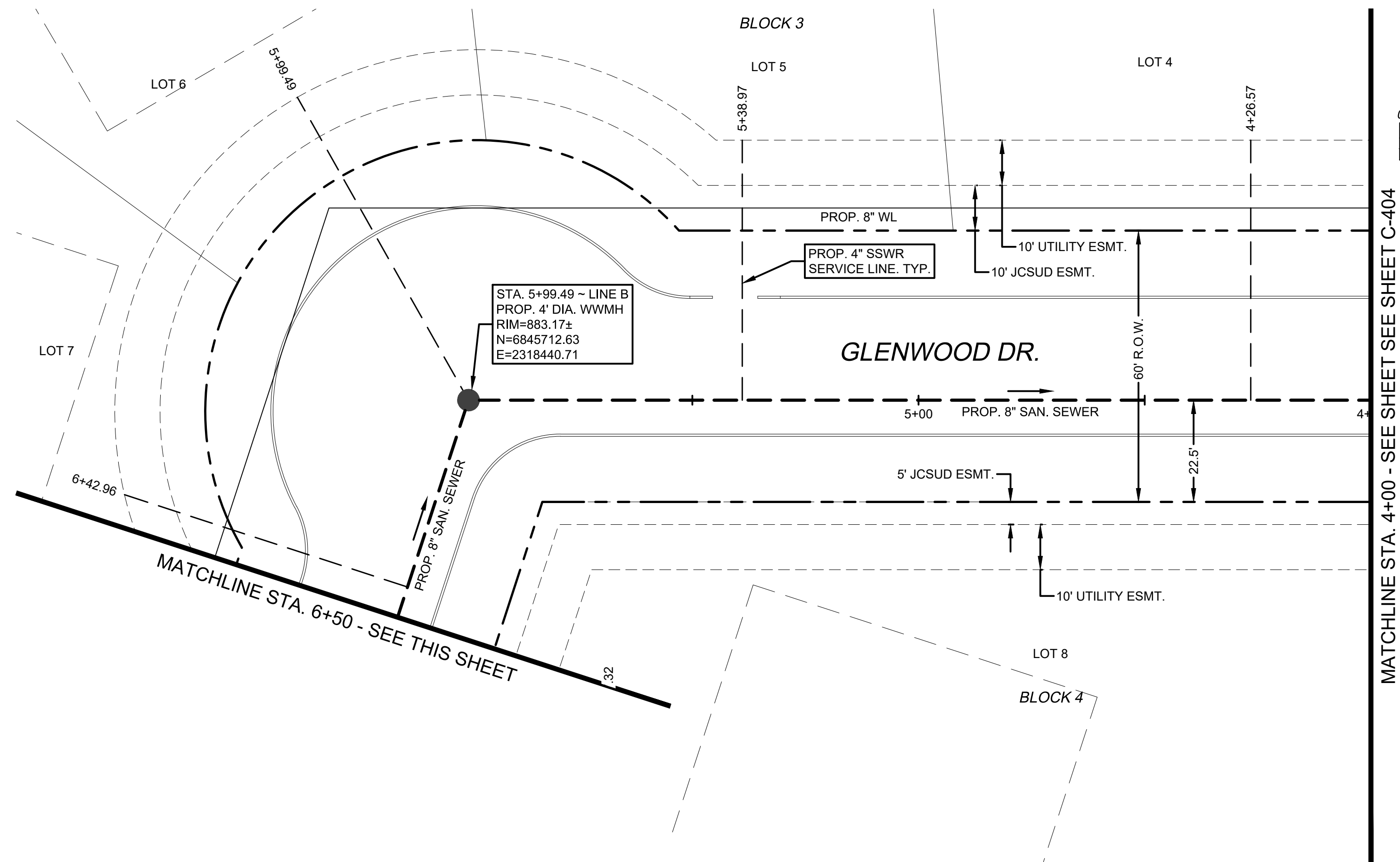
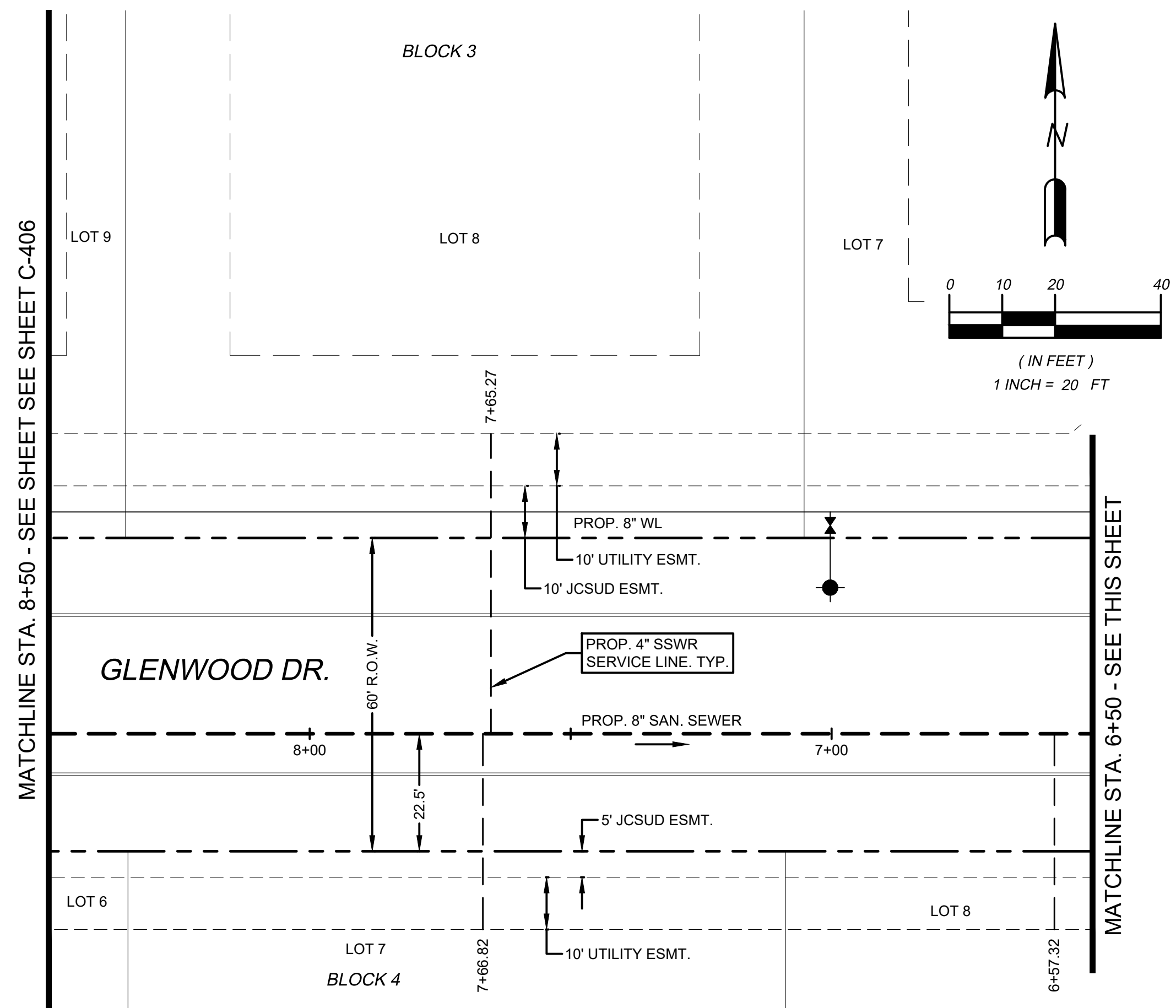
DEREK B. CHEATHAM 85410
P.E. No.

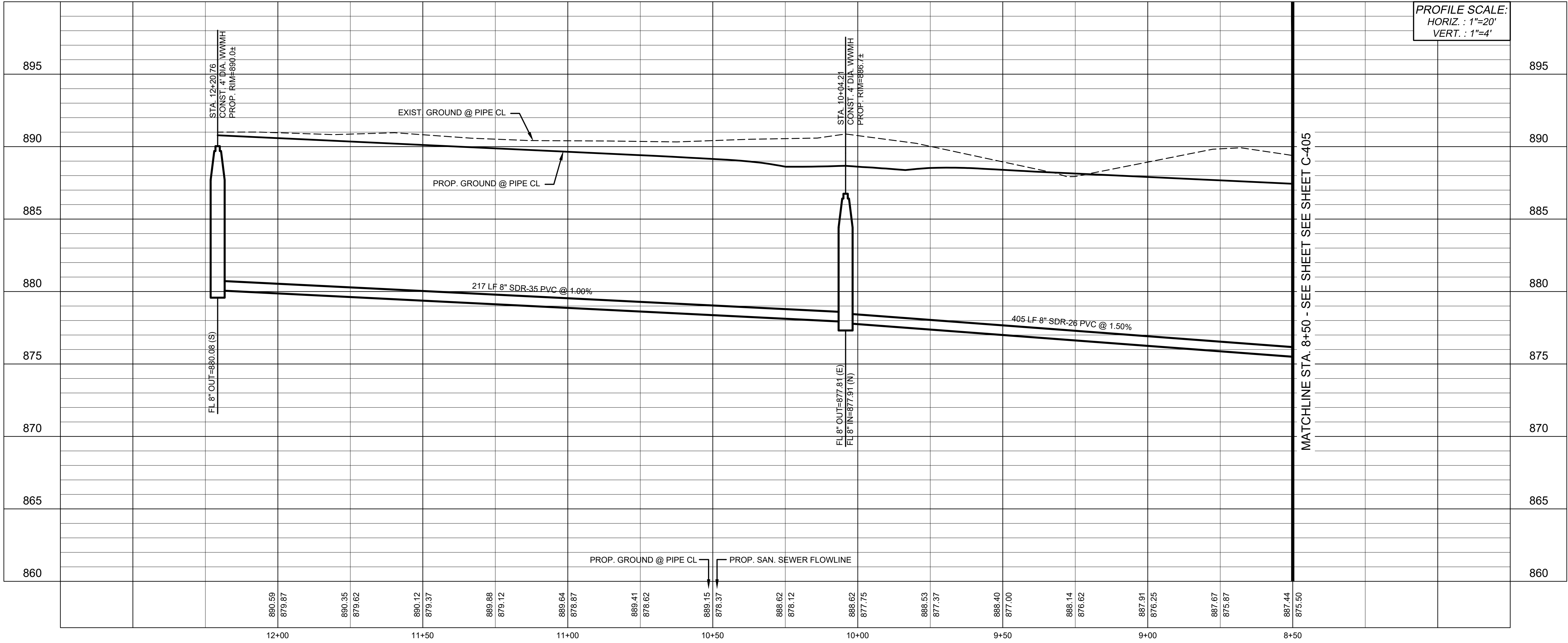
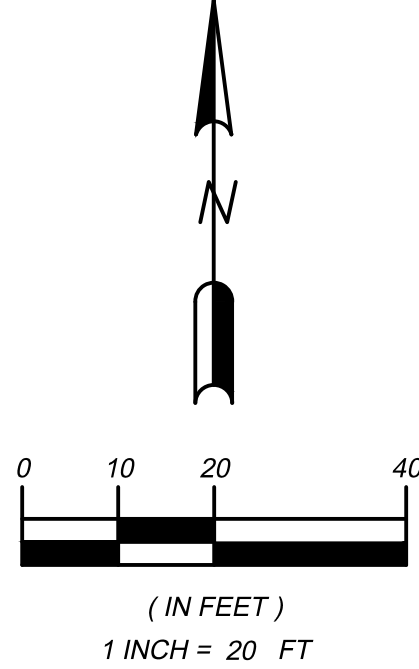
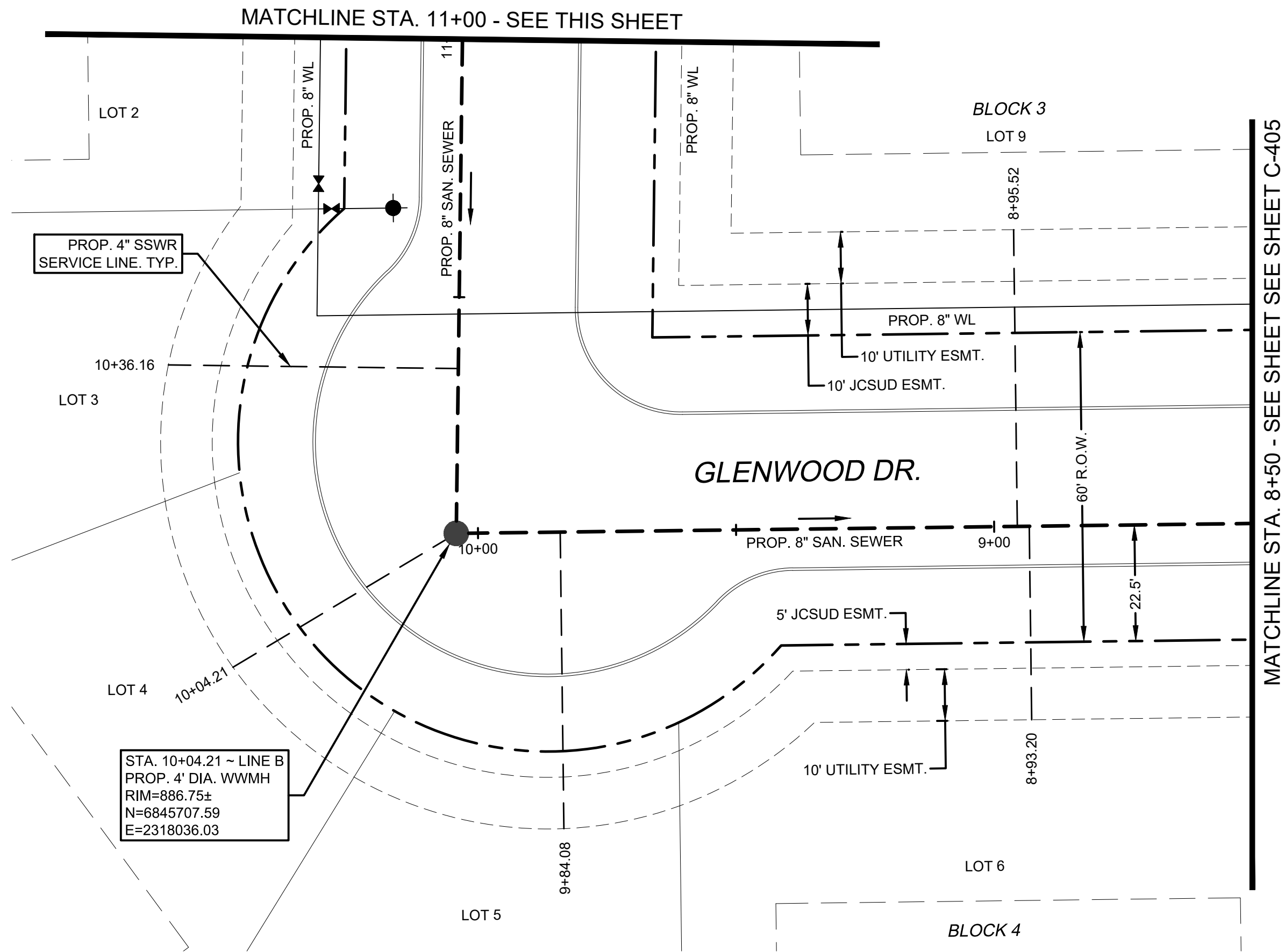
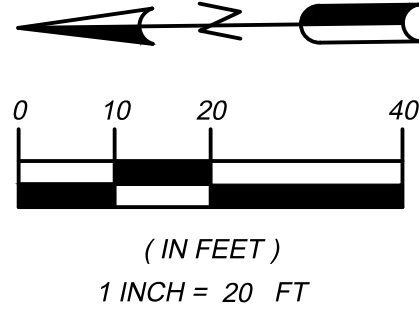
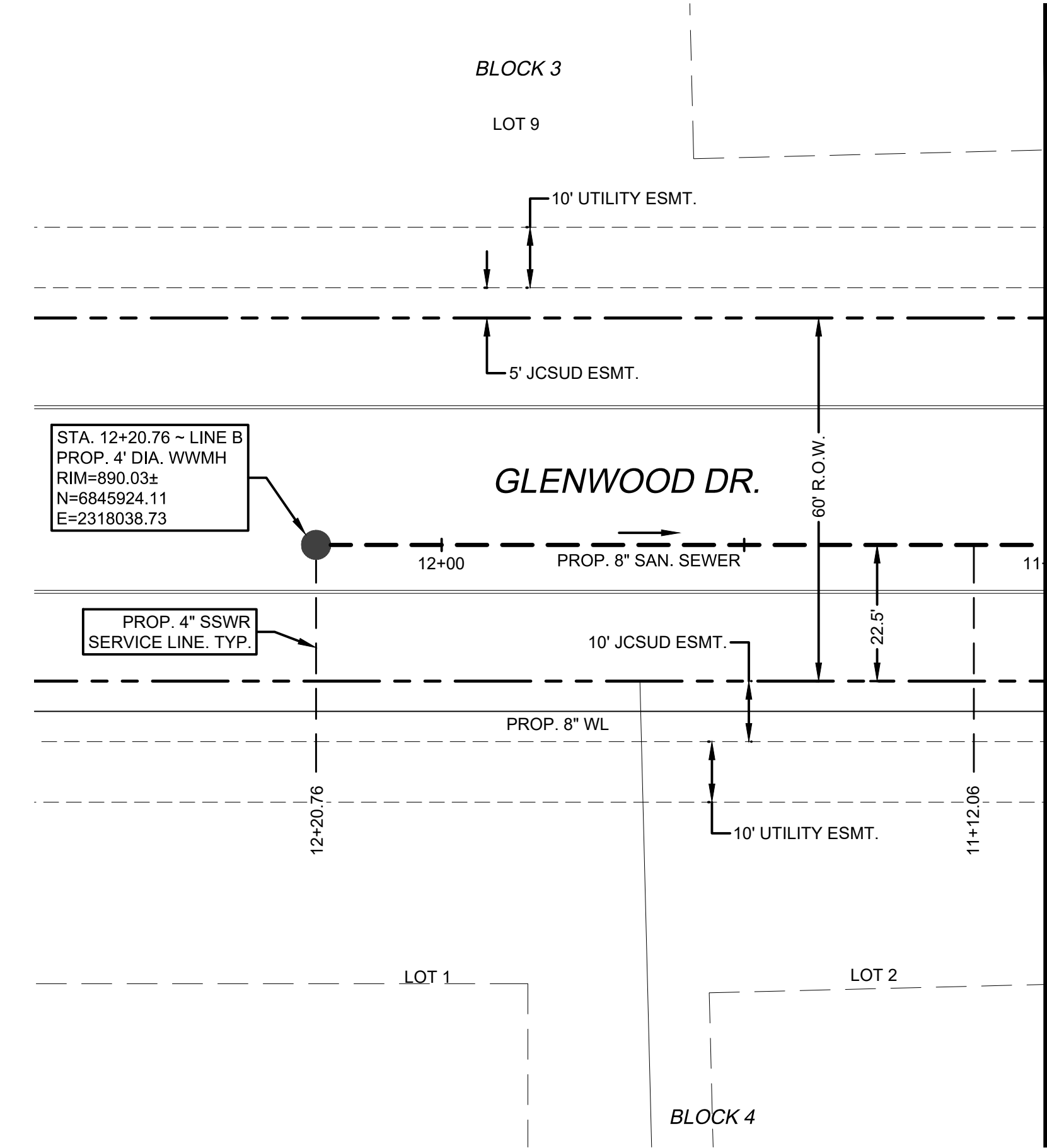
JOSHUA MEADOWS 3B ADDITION
A DEVELOPMENT IN THE CITY OF JOSHUA, TX

CONSTRUCTION PLANS PHASE 3B

SANITARY SEWER PLAN & PROFILE
LINE A - STA. 9+00 TO STA. 13+50

NO.	REVISION	BY	DATE	JOB: 13085.002 13164.001
				SCALE: 1"=20'
				DESIGNED: D.B.C.
				DRAWN: D.P.B.
				CHECKED: D.B.C.





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ARLINGTON, TX 76006
(817) 548-0696
www.neel-schaffer.com
TBPE FIRM NO. F-2697

PRELIMINARY
FOR REVIEW ONLY

THESE DOCUMENTS ARE FOR DESIGN REVIEW AND NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES. THEY WERE PREPARED BY, OR UNDER SUPERVISION OF:

DEREK B. CHEATHAM, P.E. No. 85410 Date 01/03/2020

JOSHUA MEADOWS 3B ADDITION
A DEVELOPMENT IN THE CITY OF JOSHUA, TX

CONSTRUCTION PLANS
PHASE 3B

SANITARY SEWER PLAN & PROFILE
LINE B - STA. 8+50 TO END

NO. REVISION	BY	DATE	JOB: 13085.002 13164.001
			SCALE: 1"=20'
			DESIGNED: D.B.C.
			DRAWN: D.P.B.
			CHECKED: D.B.C.
SHEET			C-406

CITY COUNCIL MEETING - STAFF REPORT		
AGENDA DATE: May 21, 2020	ITEM: G3	SUBJECT: Waiver application for fence requirement
STAFF RESOURCE:	A. Maldonado	
PREVIOUS COUNCIL ACTION (if any):	N/A	
ACTION PROPOSED:	Review & Discussion and poss. action	

BACKGROUND

On March 11, 2020 Heather Kelley filed a waiver application. Heather is asking for approval to install an 8ft. Privacy Fence in lieu of a 6ft. fence. She has also submitted a letter explaining her request.

Section 3.05.003 Shall not exceed six feet (6') in height unless prior and specific approval has been granted by the city council. Requests for a waiver of this requirement must be made in writing and include specific justification, comprehensive plan drawings, and such other information requested and/or required by the city council. Erected enclosures shall not exceed eight feet (8') in height.

Staff Recommendation:

N/A

ATTACHMENTS:

1. Waiver Application
2. Explanation Letter

Prepared by: A. Maldonado	Disposition by Council:
------------------------------	-------------------------

CITY OF JOSHUA
WAIVER APPLICATION



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

Form must be completed in ink or typed.

Applicant Name: Heather Kelley
Home Phone: 817-614-1546 Cell Phone: Same
Mailing Address: 303 Shelby Ln, Joshua

Property Owner Name: Justin & Heather Kelley
cell Home Phone: 817-614-9239 Cell Phone: 817-614-1546
Mailing Address: 303 Shelby Ln, Joshua

Property Address: 303 Shelby Ln, Joshua Lot Size: _____
Property Legal Description: ~~Plat 3~~ Lot 2 Blk 1 Oak Tr Estates PH 1

NOTE: Attach metes and bounds description should the property not be platted.

Zoning District: _____ Ordinance Section that Waiver is being requested: _____

Has a previous application or appeal been filed on this property? Yes _____ No ☒

If yes, date of application: _____ Outcome: _____

Explain the reason(s) and/or justification(s) for the requested waiver: Please see attached letter and pictures.

I certify that the above information is correct and complete to the best of my knowledge and ability and that I am now or will be fully prepared to present the above proposal at the City Council meeting.

I understand that in the event the undersigned is not present or represented at the meeting the City Council shall have the power to dismiss this proposal either at the call of the case or after hearing and such dismissal shall constitute a denial by the Council.

I reserve the right to withdraw this proposal at any such time upon written request filed with the City Secretary and such withdrawal shall immediately stop all proceedings. I further understand that the filing fee is non refundable and the procedure will begin anew upon the re-filing of the request.

Applicant Signature: Heather Kelley Date: 5-13-20



**City Council
Owner Affidavit**

This is to certify that

Justin Kelley, Heather Kelley, the stated undersigned, is/are the sole owner(s) of the property described in this application, and that I/we fully aware of the application being presented to the City Council.

Justin Kelley
Owner signature

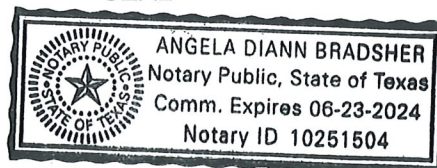
Heather Kelley
Owner signature

State of Texas §
County of Tarrant §

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Justin & Heather Kelley, known to me to be the person(s) whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 13 day of May, 2020.

Angela Bradsher
Notary Public in and for the State of Texas

SEAL



JUSTIN AND HEATHER KELLEY
303 SHELBY LANE
JOSHUA, TEXAS 76058

May 13, 2020

Dear Members of the City Council,

Attached you will find the Waiver Packet and Application requesting an eight-foot privacy fence around the backyard of our Single-Family Home at 303 Shelby Lane.

We currently have a six-foot fence that was built in 2005 and is original to the home. The fence is quite dilapidated and we have come to the point where it needs to be replaced. Due to the fact that our backyard has a significant slope, the fence does not provide much privacy. We have spent a significant amount of money to add a pool and a covered patio and would appreciate some measure of privacy when enjoying time in our backyard. As it stands, our neighbors can see directly into our yard by merely standing in their backyard or looking out their window. We have even had instances where the neighbor's young grandchildren have been *"hanging" on the fence and watching us while swimming*. There is also a direct view of our backyard and patio when traveling south on Main Street. I have enclosed pictures to further illustrate how visible our backyard is from all angles.

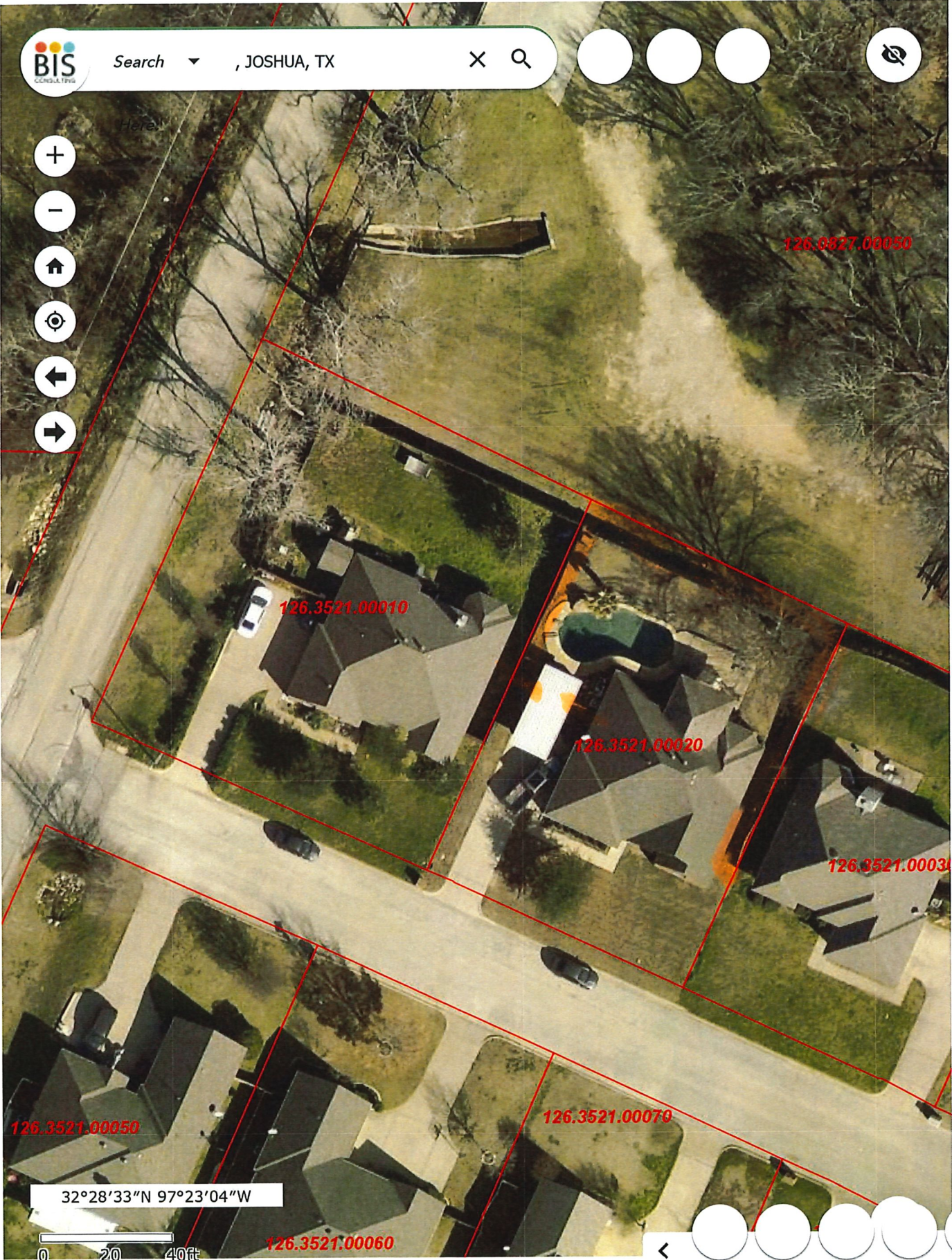
Adding an eight-foot privacy fence will help ensure that our fifteen-year old daughter is safe and secure while my husband and I are at work this summer and she and her friends are layout out and enjoying the pool. It will also add value to our home and improve the optics of our neighborhood.

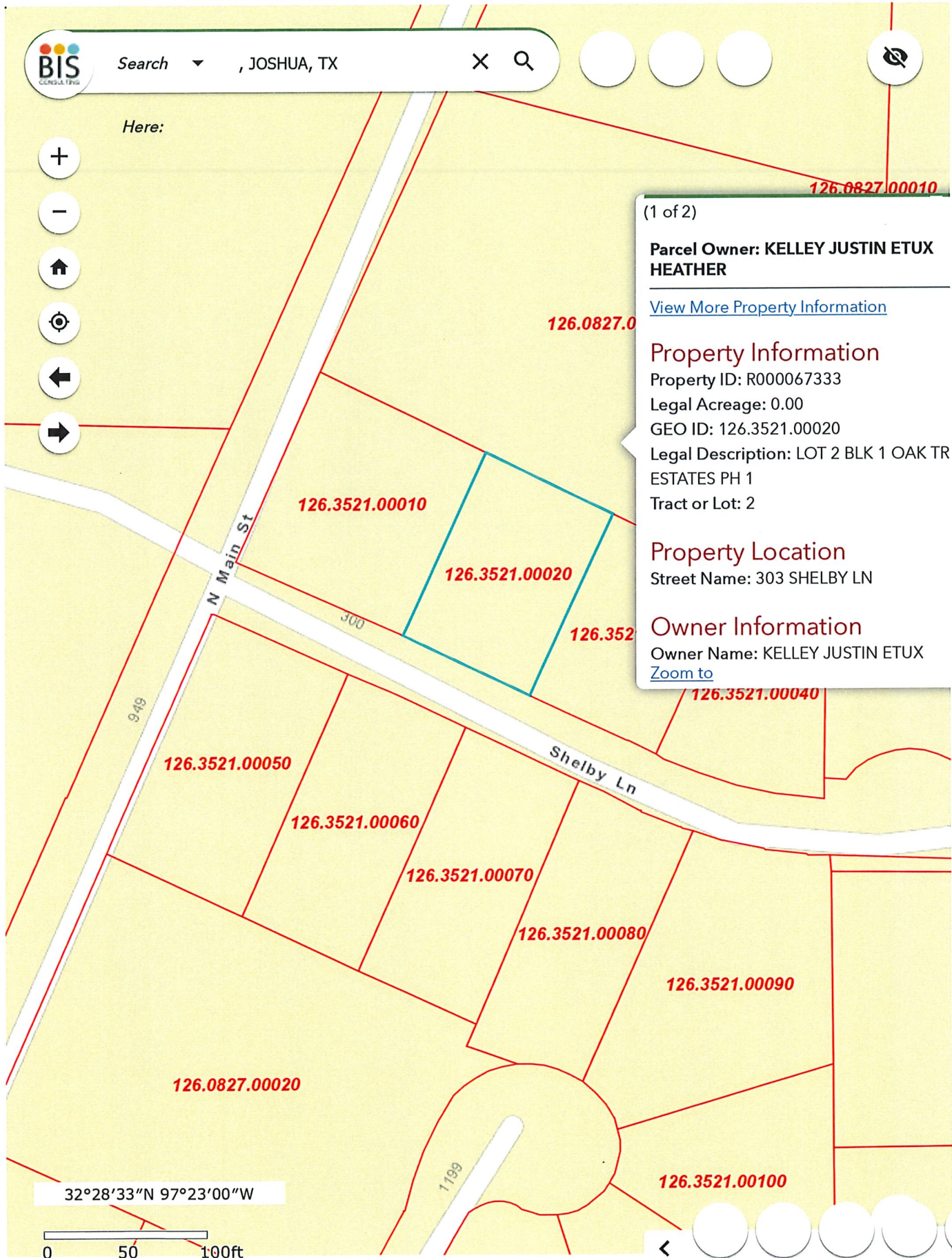
My husband and I have been loyal residents of Joshua since 2005. We have discussed this with both of our neighbors (on either side) and neither had an objection. We respectfully ask that you consider our request and move forward with approval.

Sincerely,

A handwritten signature in dark ink that reads "Heather Kelley". The script is cursive and fluid, with the first name "Heather" being more prominent than the last name "Kelley".

Heather Kelley







Central Appraisal District of Johnson County

109 North Main St
Cleburne, Texas 76033
Phone: (817) 648-3000
Fax: (817) 645-3105

Account Details for 126.3521.00020

Ownership

Owner Name:	Kelley Justin Etux Heather
Owner Address:	303 Shelby Ln, Joshua, TX 76058
Property Location:	303 Shelby Ln
Ownership Interest:	1.000000
Description:	LOT 2 BLK 1 OAK TRAIL ESTATES PH 1
Deed Date:	2005-02-11
Deed Type:	Unassigned
Page #:	0706
Volume #:	3472
Instrument #:	
Exemptions	o Homestead
Tax Entities	- o City Of Joshua - o Johnson County - o Joshua ISD - o Hill College JOS - o Lateral Road - o Johnson Co ESD#1 - o Joshua Fire Dept - o Precinct2
Improvement State Code:	A1 - Real, Residential, Single Family

Land State Code:	A1 - Real, Residential, Single Family
Productivity State Code:	
GEO Num:	126.3521.00020
Last Update:	Jul 30 2019 9:02AM

A zero value indicates that the property record has not yet been completed for the indicated tax year.

† Appraised value may be less than market value due to state-mandated limitations on value increases.

Value

Improvement Value	\$200,949
Land Market Value:	\$18,000
AG Market Value:	\$0
AG Value:	\$0
Prod Loss:	\$0
Total Market Value:	\$218,949
† Appraised Value:	\$216,165
Land Acres	.0000
Impr Area Size	1729
Year Built	2004

Appraisal History

* This information is intended for reference only and is subject to change. It may not accurately reflect the complete status of the account as actually carried in Johnson Appraisal District's











CITY COUNCIL MEETING - STAFF REPORT		
AGENDA DATE: May 21, 2020	ITEM: G4	SUBJECT: Board Appointment
STAFF RESOURCE:	A. Holloway	
PREVIOUS COUNCIL ACTION (if any):	N/A	
ACTION PROPOSED:	Appointment to Board	

BACKGROUND

Mr. Bryan Sears has filed an application to serve on a board with the City of Joshua. He has expressed that his top interest is serving on the Planning & Zoning Commission.

The City of Joshua has one vacancy on the Planning & Zoning Commission. The vacancy is Seat No. 6 and term expires October 2020.

Mr. Quinn resigned on April 6, 2020.

Staff Recommendation:

NA

ATTACHMENTS:

1. Board Application

Prepared by: A. Holloway	Disposition by Council:
-----------------------------	-------------------------

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



BOARD / COMMISSION APPLICATION FORM

Full Name: BRYAN J. SEARS

Address: 3017 BIG SPRINGS DR.

Phone No.: _____ (H) _____ (W) 440-382-8619 (C)

Email: B@BSEARS.COM

Resident of the City: ☒ YES ☐ NO If yes # of years: 3.5

Occupation: WOODWORKER

Place of Employment: SELF

Employment Address: 3017 BIG SPRINGS DR.

Voter Registration Number: 2127590951 Date of Birth 10/1/78
(To verify voter registration)

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

Planning & Zoning Commission: 1

Zoning Board of Adjustment: 2

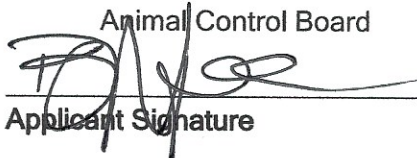
Type A Economic Development Corporation Board: 3

Type B Economic Development Corporation Board/Park Board: _____

Heritage Preservation District _____

Library Board _____

Animal Control Board _____


Applicant Signature

(office use only)

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

Seat # _____ Letter of Confirmation: ☐ Yes

Comments: _____

Staff Signature: _____

JOSHUA ANIMAL CONTROL ACTIVITY STATISTICS

	Apr-19	Apr-20	YTD Apr 2019	YTD Apr 2020
Animal Control Total Calls	11	8	82	90
Animal Citations	12	0	16	37
Animal Warnings	1	2	6	19
Animals Impounded Total	37	1	99	66
Dog/Cat Adoptions	15	4	52	43
City License-Dog/Cat	0	0	8	18
Euthanasia: Dogs-Cats	2	2	12	8

Incident Details Report

5/12/2020

Joshua Police Department

Categories:	Peer Recognition, Public Commendation, Public Recognition, Supervisor Commendation, Supervisor Recognition, Attendance, External Complaint - City, External Complaint Public, External Complaint Other Agency, Internal Complaint
Date Range:	4/1/2020 - 5/1/2020

Public Recognition

For: Gelsthorpe, David (P186)

Occurred: 4/7/2020

By: Short, Shaun (P181)

Entered: 4/7/2020

Gelsthorpe dispatched to a loose livestock at Thomas and 917. Located horse and took it back to its pasture and secured gate. Owner Mr. McNabb called JC SO to thank for putting his horse away.

April 2020

The Police Department continued to closely monitor the evolving impact of County and State Declarations. We maintained the proactive measures instituted in March to ensure the health and safety of our community and staff. One of the few silver linings to this pandemic is that there has been a decline in police calls. Dispatched calls were down about 25% in a year over year comparison. We have taken advantage of this opportunity to focus on some records retention needs and have identified over 60 boxes of old case files ready for destruction.

In notable patrol activity two stolen vehicles were recovered by officers this month, one a stolen motorcycle and the other an abandoned U-Haul truck. The department took a report of some expensive batteries stolen from a construction site possibly related to other similar cases in the county. The two most visible homeless persons staying in our community have relocated. One was arrested after throwing a wrench through a gas station window and another was provided transportation to Fort Worth for assistance with food and shelter that he was no longer able to access in the city.

The department took delivery on its new interview room recording system. Officers have worked to transition a room dedicated for interviews. This will improve inhouse capabilities with a system that integrates with our body and in-car video system. The city also took delivery on the first of two Chevrolet Police Tahoe's. These will be marked vehicles assigned to Patrol. This first vehicle is expected to go in service sometime in May.

Patrol

Category	April 2020	April 2019	2020 year to date
Dispatched Calls	198	245	914
Arrests	3	10	33
Crash Reports	3	6	23
Traffic Stops	12	181	556
Citations	12	155	378
Outside LE Agency Assist	10	8	44
Reports	30	37	165



Investigations

Category	April 2020	April 2019	2020 year to date
Crimes Against Persons	6	6	18
Property Crime (Thefts, Damage)	6	4	35
Other (Drug or Alch/Missing/Deceased)	2	4	19
Total	14	14	72

Crime by Offense Type

Category	April 2020	April 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	0
Assault	6	6	11
Burglary (bldg. and vehicle)	0	2	7
Larceny (theft, fraud)	3	1	12
Total	9	10	30

Training

Category	April 2020	Year to date
Computer Based	20 hrs	87.5 hrs
Classroom	0 hrs	88 hrs
Total	20 Hours	175.5 Hours

Community Outreach

Category	Date
The department has purposefully refrained from activities that could place staff or public at increased risk.	



Staffing

Category	Commissioned	Non-Commissioned	Animal Ctrl
Positions	12	2.5	2.5
Vacancies	2	0	0

Promotions and Hiring

One applicant for Sergeant is presently being considered. No eligible certified applicants for police officer have been received. We have accepted an application from one certified applicant interested in serving in a reserve peace officer capacity. His application is being processed.

Complaints and Commendations

Category	April 2020	April 2019	Year to date
Commendations	1	0	2
Complaints	0	0	1
	1	0	3

Police Fleet

Unit#-YR	Year/Make	Mileage	Service
81-07	2007/Chev	129,452	Investigations/Admin
82-10	2010/Chev	128,022	Investigations/Admin
83-13	2013/Chev	96,655	Patrol
84-16	2016/Ford	50,873	Patrol
85-17	2017/Ford	47,983	Patrol
86-19	2019/Ford	26,461	Patrol
87-20	2020/Chev	200	Patrol
88-20	2020/Chev	Not Received	Patrol

One new vehicle arrived in April; second vehicle scheduled for replacement in FY 20 expected in May.



Joshua Fire Department

Memorandum #:

To: Josh Jones, City Manager

From: Thomas Griffith, Chief

Copy: Mike Peacock, Asst. City manager

Subj: Fire Department Incident Statistics – April 2020

Date: May 12, 2020

Below are the incident statistics for the month of April. As you can see we have decreased the number of missed calls and the average response time. I will be revising this report so that it provides a more detailed and accurate comparison of the information requested. Please let me know if you have any questions.

	March 2020	April 2020
STAFFING LEVELS		
Total Calls For Month	113	109
Missed Calls	14 (12%)	4 (4%)
Adequately Staffed Calls	57 (50%)	56 (51%)
Without Adequate Staff	42 (38%)	49 (45%)
Average Response Time:	9:04	8:11
CITY/COUNTY/MUTUAL AID		
ESD Automatic Aid Received To City:	9	8
City Calls For Month	87 (77%)	68 (62%)
County Calls for Month	18 (16%)	34 (31%)
Mutual Aid for the Month	8 (7%)	7 (7%)
City Calls YTD	236 (72%)	304 (70%)
County Calls YTD	72 (23%)	106 (24%)
Mutual Aid Calls YTD (Giving)	18 (5%)	26 (6%)

City of Joshua
Municipal Court Council Report
From 4/1/2020 to 4/30/2020

5/1/2020 8:17 AM

Violations by Type

Traffic	Penal	City Ordinance	Parking	Other	Total
7	6	1	0	4	18

Financial

State Fees	Court Costs	Fines	Tech Fund	Building Security	Total
\$3,665.52	\$2,396.09	\$5,658.17	\$147.29	\$150.40	\$12,017.47

Warrants

Issued	Served	Closed	Total
30	0	20	50

FTAs/VPTAs

FTAs	VPTAs	Total
4	2	6

Dispositions

Paid	Non-Cash Credit	Dismissed	Driver Safety	Deferred	Total
48	0	5	4	23	80

Trials & Hearings

Jury	Bench	Appeal	Total
0	0	0	0

Omni/Scofflaw/Collection

Omni	Scofflaw	Collections	Total
30	0	30	60

Public Works Monthly Team Status Report

For The Month Of April 2020

Completed Items

Date Received	Work Order	Finish Date	Notes
4/1/2020	10th St	4/8/2020	Stabilize and overlay street
4/2/2020	100 Blk Roaring Springs	4/14/2020	Excavate pothole repair
4/3/2020	Ft Worth	4/15/2020	Haul asphalt spoil to recycler
4/6/2020	Wildwood	4/6/2020	SW3P inspection Antares/Lillian
4/7/2020	City Wide	4/27/2020	Repair streets with Duramaxx
4/9/2020	Joshua Fire Station	4/9/2020	Repair fence and backfill slope
4/13/2020	Mountaineer St	4/13/2020	Mow city ROW
4/15/2020	800 Blk Mountain Valley	4/21/2020	Excavate pothole repair
4/15/2020	Heritage/Cooper Valley/D-Bat	4/15/2020	SW3P inspection's
4/17/2020	W Buffalo Trl	4/17/2020	Excavate pothole repair
4/20/2020	Service Center	4/26/2020	Prepare and execute annual clean-up event
4/21/2020	Joshua Fire Station	4/21/2020	Move outdoor accessory building
4/23/2020	1300 W Buffalo Trl	4/23/2020	Recondition drainage easement
4/27/2020	Service Center	4/30/2020	Load dumpsters for landfill
4/28/2020	Arlington	4/28/2020	Pick up pipe for W 8th St
4/30/2020	Joshua Station	4/30/2020	Mow Mountaineer, YMCA and Detention Pond
4/30/2020	Joshua Meadows 3A	4/30/2020	SW3P Inspection

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

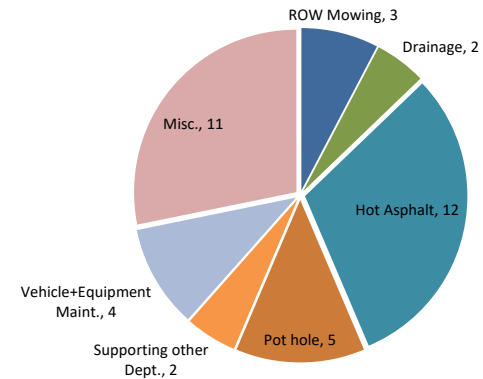
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City of Joshua
Public Works Monthly Activity Report
For the Month of April 2020

	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													1																1	1		3
ROW Trimming																																0
Drainage																							1				1					2
Signs																																0
Hot Asphalt	1	1	1			1	1	1						1	2	1	1				1											12
Pot hole			1				1						1								1		1				1					5
Building Maint.																																0
Concrete																																0
Emergency Services																																0
Crack Seal																																0
Safety Meeting																																0
Supporting other Dept.									1												1											2
Vehicle+Equipment Maint.							1								1		1											1				4
Misc.						1									1					1		1		1	1	1	1	1	1	1		11

Chart reflects one per daily occurrence

ROW Mowing	3
ROW Trimming	0
Drainage	2
Signs	0
Hot Asphalt	12
Pot hole	5
Building Maint.	0
Concrete	0
Emergency Services	0
Crack Seal	0
Safety Meeting/Classes	0
Supporting other Dept.	2
Vehicle+Equipment Maint.	4
Misc.	11



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

Grounds Maintenance	City Park	Baseball Complex	City Facilities	Entry Way Signs
Mowing	26	32	32	1
Weed Eating, Edging, Blowing	17	26	23	1
Hedge & Tree Trimmimg	24			
Flower Beds/Landscaping				
Fertilizing/Over Seeding				
Irrigation				
Trash Removal	60	22	16	

Field Maintenance	Field One	Field Two	Field Three
Mowing	8	8	6
Weed Eating	4	4	4
Infield Edging			
Striping			
Infield Draging			
Infield Repair	20		
Fertilizing/Over Seeding			
Infield Watering			
Trash Removal	8	8	6

Building Maintenance	City Park	Baseball Complex	City Facilities
Custodail Duties	50	16	32
General Repairs	50	5	20
Toddler Playground			
Equipment Maintenance	45	24	28
Special Events			44
Remodeling			

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

Activity	Total Hours
Mowing	91
Weed Eating, Edging, Blowing	67
Hedge & Tree Trimmimg	24
Flower Beds/Landscaping	
Fertilizing/Over Seeding	
Irrigation	
Trash Removal	98
Field Mowing	22
Field Weed Eating	12
Infield Edging	
Striping	
Infield Draging	
Infield Repair	20
Fertilizing/Over Seeding	
Infield Watering	
Trash Removal	22
Custodail Duties	98
General Repairs	75
Toddler Playground	
Equipment Maintenance	97
Special Events	44
Remodeling	
Total Man Hours	670

Building Inspection Report

April 2020

April	2020	2019	YTD 2020	YTD 2019
Building	33	26	128	80
Electrical	21	20	98	62
Plumbing	17	15	82	60
Mechanical	8	4	37	18
Re-Inspections	14	7	52	29
Certificate of Occupancy	0	2	5	3
Certificate of Occupancy Re-Inspection	0	0	0	1
<i>Total # of Inspections</i>	93	74	402	253
Plan Review	13	4	41	11

Building Permit Report

April 2020

April	2020	2019	YTD 2020	YTD 2019
Building	29	24	84	65
Electrical	7	12	34	35
Plumbing	11	10	48	35
Mechanical	5	2	23	13
Permanent Sign	0	0	2	4
Temporary Sign	1	2	6	4
Certificate of Occupancy	1	5	6	7
Swimming Pool	0	0	1	2
Sprinkler System	4	3	18	11
Solicitor	0	0	0	0
Contractor Registration	5	10	47	62
MHP Registration	0	0	0	0
<i>Total # of Permits</i>	63	68	269	238

New Businesses Report April 2020

New Businesses (Certificate of Occupancy Issued)	Address
Future New Businesses (Applied for Certificate of Occupancy not completed)	Address
S & L Bedding	1529 S Broadway St, Suite B
New CO Issued for existing Business (New Owner, New Location, Name change,etc)	Address

Code Compliance Report For the Year of 2020

Code Compliance Report - 2020

[illegible]

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											3
Fence		3	1	1									5
Garbage	4		3										7
High Grass, Weeds, & Limbs	1	5	1	4									11
Junk & Debris	4	3	12										19
Junk Vehicle	1		1										2
No Permit	2	2		2									6
Nuisance													
Parking	1	3	2										6
Septic & Illegal Dumping													
Sign			2	1									3
Outside Storage		3	2	2									
Certificate of Occupancy				1									
Health and Sanitation	1	2											3
Garage Sale		1											
Storm Water													
Stop Work Order		3											3
Total Violations	14	28	24	11									68

Misc Code Activies - 2020

[illegible]

JOSHUA



City Secretary

MONTHLY REPORT

APRIL 2020



CITY COUNCIL

Agenda Summary

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

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

- Accepted the FY 2018-2019 Audit Report.
- Approved the 5-Year Capital Improvements Plan for FYE 2021-2025.

Public Information Request

Processed twelve (12) Public Information Request and completed within ten days or less.

Request Date	Requestor	Documents	Date Released	AG Letter	Cost/Electronic
4/2/2020	BPP Information Services	Permits	4/3/2020	no	\$0.00
4/9/2020	Liberty Mutual Ins.	Incident Report	4/16/2020	no	\$0.00
4/14/2020	Zinda Law Group	Incident Pictures	4/17/2020	no	\$0.00
4/20/2020	LexisNexis	Accident Report	4/22/2020	no	\$6.00
4/22/2020	Paniagua, Audri	Incident Report	4/30/2020	no	\$0.00
4/28/2020	Favour Ita Sunday	Substandard Structures	4/29/2020	no	\$0.00
4/28/2020	Favour Ita Sunday	Unoccupied Buildings	4/29/2020	no	\$0.00
4/28/2020	Favour Ita Sunday	Code Violations	4/29/2020	no	\$0.00
4/28/2020	Favour Ita Sunday	Disconnections	4/29/2020	no	\$0.00
4/28/2020	Favour Ita Sunday	Permits	4/29/2020	no	\$0.00
4/28/2020	Favour Ita Sunday	Fire Reports	4/29/2020	no	\$0.00
4/30/2020	Sundance Disposal	Solid Waste Documents	5/1/2020	no	\$0.00
				Total Collected	\$6.00

Social Media Updates

Total New Post on Facebook - 53

Total Post Reached- 19,100

Total Post Engagement-8,721

Total New Page Followers- 144

Other Items:

Website Design- Staff is working on bringing the current website up to date and more user friendly. The major changes this month is how the agendas/minutes/recordings are filed on the website. Prior to the change, each meeting had a folder with the information in it. Now, the new page is uniformly listed. In addition, staff will start in May making forms and applications on the website fillable online.

May General Election - May General Election has been postponed to November 2020 for the safety of the citizens. All November election dates applies to the May General Election, but no other candidates may file an application to be on the ballot. Staff is currently working with Johnson County Elections Department for the possibility of contracting with the county so citizens will only have to go to one location. November 2020 Election will have a large turnout being a Presidential Election.

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. The City Secretary and Parks Department will be moving files and logging in all city records the week of May 11th.

Ordinance/Resolution/Minutes - Staff is changing the process of storing City Ordinances, Resolutions, and Minutes. Currently the records are kept on regular paper and stored in a file cabinet or binder. Staff has updated the record keeping procedure starting January 2020 using Archival Paper that is meant to be used for historical value. Ordinances passed prior to 2020 will be placed in a Archival Polyester Sheet Protector and then stored in a Preservation Box Album with slipcases. As of to date, 1955 to 2011 has been processed.

Code of Ordinances - The Code of Ordinances now contains all ordinances deemed appropriate to be included as enacted through January 16, 2020. Moving forward, the Code of Ordinances will be updated quarterly instead of yearly. In addition, as ordinances are passed, they will be 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.

Alcohol Permits- Staff started the process of an inventorying the alcohol permits inside city limits. Permit forms have been updated. Currently, TABC has issued 13 licenses (2 pending renewals). Staff has sent out permit renewal applications to all licensee with the exception of the two pending renewals. As of date, nine licensees have been issued permits.