



**AGENDA
CITY COUNCIL
WORK SESSION
REGULAR MEETING
MARCH 19, 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, in the Council Chambers at the Joshua City Hall, located at 101 S. Main St., Joshua, Texas on March 19, 2020. This meeting is open to the public and subject to the open meeting laws of the State of Texas.

A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

B. PLEDGE OF ALLEGIANCE

1. United States of America
2. Texas Flag

C. INVOCATION

D. WORK SESSION

1. Review and discuss questions related to the budget report and financial statement for February 2020. (Staff Resource: J. Jones)
2. Discussion regarding update to City Strategic Plan: Economic Development (Staff Resource: J. Jones)
3. Questions regarding Regular Session agenda items.

E. PUBLIC FORUM, PRESENTATIONS AND RECOGNITION:

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

1. Proclamation declaring May 2020 as Motorcycle Safety and Awareness Month

F. CONSENT AGENDA

1. Consider approval of minutes from the City Council Meeting held on February 20, 2020. (Staff Resource: A. Holloway)
2. Consider approval of a resolution of the City of Joshua, Texas adopting a Videoconference Policy for City Council and providing for an effective date.

G. REGULAR AGENDA

1. Discuss, consider, and take action on an Ordinance of the City Council of the City of Joshua, Texas, amending Section 10.2.6, "Amending Plats," of Article 2, "General Platting Regulations", amending

Section 10.4.1, "Submittal," of Article 4, "Requirements for Plat Submittal", amending Subpart (2) of Subsection (D), "Required Information," of Section 10.4.3, "Preliminary Plat Submittal Requirements," of Article 4, "Requirements for Plat Submittal"; amending Subsection (B), "Scale," of Section 10.4.6, "Final Plat – Required format and Information," of Article 4, "Requirements for Plat Submittal"; amending Section 10.5.1, "General Provisions," of Article 5, "Procedures for Plat Approval"; amending Subsection (A), "Requirements," of Section 10.5.10, amending Subsection (A) of Section 10.7.8, "Sidewalks of Article 7, "Street and Right-Of-Way Requirements"; amending Article 10, "Miscellaneous Requirements,; by adding thereto a new Section 10.10.12, "Tree Preservation"; all of the foregoing provisions contained in the City's Subdivision Ordinance, Exhibit "A" to Article 10.02.001, "Subdivision Ordinance," of Chapter 10, "Subdivision Regulation," of the Code of Ordinances of the City of Joshua, Texas; providing for Severability, Savings and Repealing Clauses; providing for Penalties; providing an Effective Date; and providing for the publication of the caption hereof.

2. Discuss, consider, and take action on Case # PZ 2019-25 being a re-plat of approximately 10.828 acres of land out of the Joshua Plaza Addition being Lots 3-A-R1-A and 3-A-R1-B, Block 1 of the Joshua Plaza Addition in the City of Joshua, Johnson County, Texas. The properties is commonly known as 114 Paula with the legal description being Lot 3-A-R1, Block 1 of the Joshua Plaza Addition in the City of Joshua, Johnson County, Texas as requested by Darrell Gregory with First United Methodist Church and ratify Development Agreement.
3. Discuss, consider, and take action on an order declaring a State of Emergency for the City of Joshua as authorized by the Texas Government Code Chapter 418 Section 108 prohibiting public or private Community Gatherings of 50 or more persons subject to the exceptions and clarifications in said order.

H. STAFF REPORT

February 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

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 16th day of March, 2020, by 12:00 p.m. on the official bulletin board at Joshua City Hall, 101 S. Main, Joshua, Texas.

A handwritten signature in cursive script, reading "Alice Holloway", written over a horizontal line. The signature is fluid and extends slightly to the right of the line.

Alice Holloway
City Secretary

City of Joshua
Financial Statement (General Fund, Departmental Summary, Unaudited)
As of February 29, 2020

% OF YEAR COMPLETED: 41.67

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
REVENUE SUMMARY							
Non-Departmental							
Tax Revenue	720,177.62	685,790.56	(34,387.06)	2,539,696.14	3,431,685.00	74.01%	891,988.86
Charges for Services	27,933.95	41,560.18	13,626.23	194,019.25	498,600.00	38.91%	304,580.75
Licenses, Permits & Fees	32,323.51	33,045.52	722.01	191,589.78	422,705.00	45.32%	231,115.22
Grants & Contributions	0.00	41.65	41.65	225.00	500.00	45.00%	275.00
Intergovernmental Revenues	1,463.01	13,859.17	12,396.16	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	898.05	224.91	(673.14)	2,297.89	2,700.00	85.11%	402.11
Miscellaneous	11,278.44	6,518.22	(4,760.22)	49,219.34	78,250.00	62.90%	29,030.66
Transfers In	0.00	0.00	0.00	0.00	195,250.00	0.00%	195,250.00
TOTAL REVENUES	794,074.58	781,040.21	(13,034.37)	2,985,684.53	4,796,000.00	62.25%	1,810,315.47
EXPENDITURE SUMMARY							
Community Service							
Utilities	3,730.44	3,741.83	11.39	14,061.62	44,920.00	31.30%	30,858.38
Community Events	0.00	0.00	0.00	5,035.05	20,000.00	25.18%	14,964.95
Contract & Professional Services	26,648.13	26,666.67	18.54	115,128.94	320,000.00	0.00%	204,871.06
Repair & Maintenance	86.95	0.00	(86.95)	333.89	690.00	0.00%	356.11
Miscellaneous	2,650.98	3,021.58	370.60	23,008.00	49,365.00	46.61%	26,357.00
TOTAL Community Service	33,116.50	33,430.08	313.58	157,567.50	434,975.00	36.22%	277,407.50
Non-departmental							
Personnel	564.00	1,000.00	436.00	3,108.00	4,000.00	77.70%	892.00
Contract & Professional Services	7,838.48	4,264.96	(3,573.52)	40,839.82	99,020.00	41.24%	58,180.18
Debt Service	0.00	400.00	400.00	700.00	4,000.00	17.50%	3,300.00
Miscellaneous	1,338.49	3,425.00	2,086.51	28,991.25	93,455.00	31.02%	64,463.75
Transfers Out	0.00	74,363.75	74,363.75	0.00	297,455.00	0.00%	297,455.00
TOTAL Non-departmental	9,740.97	83,453.71	73,712.74	73,639.07	497,930.00	14.79%	424,290.93

City of Joshua
Financial Statement (General Fund, Departmental Summary, Unaudited)
As of February 29, 2020

% OF YEAR COMPLETED: 41.67

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Mayor & Council							
Personnel	0.00	0.00	0.00	90.00	2,000.00	4.50%	1,910.00
Supplies	90.85	87.50	(3.35)	90.85	1,050.00	8.65%	959.15
TOTAL Augustor & Council	90.85	87.50	(3.35)	180.85	3,050.00	5.93%	2,869.15
Administration							
Personnel	35,229.42	37,907.75	2,678.33	195,770.35	492,005.00	39.79%	296,234.65
Supplies	1,830.14	1,239.91	(590.23)	13,052.41	19,885.00	65.64%	6,832.59
Repair & Maintenance	1,233.72	2,593.12	1,359.40	10,494.27	31,130.00	33.71%	20,635.73
Contract & Professional Services	2,561.29	6,916.67	4,355.38	26,563.52	56,250.00	47.22%	29,686.48
Utilities	2,123.19	2,499.08	375.89	10,150.20	30,000.00	33.83%	19,849.80
Miscellaneous	22,441.92	13,251.68	(9,190.24)	51,061.50	185,080.00	27.59%	134,018.50
TOTAL Administration	65,419.68	64,408.21	(1,011.47)	307,092.25	814,350.00	37.71%	507,257.75
Police Department							
Personnel	63,846.11	72,731.63	8,885.52	364,776.49	953,900.00	38.24%	589,123.51
Supplies	1,512.04	2,757.63	1,245.59	16,679.30	33,100.00	50.39%	16,420.70
Repair & Maintenance	4,481.29	4,607.19	125.90	23,357.26	55,300.00	42.24%	31,942.74
Contract & Professional Services	1,252.66	1,057.91	(194.75)	56,880.35	70,000.00	81.26%	13,119.65
Utilities	1,436.54	1,939.64	503.10	6,345.35	23,285.00	27.25%	16,939.65
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	72,528.64	85,543.03	13,014.39	494,921.17	1,204,590.00	41.09%	709,668.83

City of Joshua
Financial Statement (General Fund, Departmental Summary, Unaudited)
As of February 29, 2020

% OF YEAR COMPLETED: 41.67

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Public Works							
Personnel	11,782.97	15,290.99	3,508.02	57,702.24	206,340.00	27.96%	148,637.76
Supplies	4,384.80	14,407.15	10,022.35	65,612.51	172,955.00	37.94%	107,342.49
Repair & Maintenance	2,980.72	6,514.50	3,533.78	28,132.19	78,205.00	35.97%	50,072.81
Contract & Professional Services	553.69	1,686.82	1,133.13	15,284.69	20,250.00	75.48%	4,965.31
Utilities	448.22	566.44	118.22	2,120.55	6,800.00	31.18%	4,679.45
Capital Outlay	0.00	0.00	0.00	125,950.58	156,345.00	80.56%	30,394.42
TOTAL Public Works	20,150.40	38,465.90	18,315.50	294,802.76	640,895.00	46.00%	346,092.24
Municipal Court							
Personnel	6,659.74	7,277.16	617.42	38,419.37	94,715.00	40.56%	56,295.63
Supplies	107.65	154.10	46.45	339.86	1,850.00	18.37%	1,510.14
Repair & Maintenance	140.15	166.60	26.45	704.11	2,000.00	35.21%	1,295.89
Contract & Professional Services	2,789.29	2,969.27	179.98	17,753.25	35,635.00	49.82%	17,881.75
Miscellaneous	99.68	499.80	400.12	149.52	6,000.00	2.49%	5,850.48
TOTAL Municipal Court	9,796.51	11,066.93	1,270.42	57,366.11	140,200.00	40.92%	82,833.89
Building/Code Compliance							
Personnel	12,574.04	12,411.18	(162.86)	68,788.36	160,585.00	42.84%	91,796.64
Supplies	251.69	304.07	52.38	1,615.63	3,650.00	44.26%	2,034.37
Repair & Maintenance	127.29	458.15	330.86	1,198.26	5,500.00	21.79%	4,301.74
Contract & Professional Services	485.29	1,006.75	521.46	9,837.85	12,085.00	81.41%	2,247.15
Utilities	202.33	296.54	94.21	819.29	3,560.00	23.01%	2,740.71
Miscellaneous	0.00	41.67	41.67	0.00	500.00	0.00%	500.00
TOTAL Building/Code Comp.	13,640.64	14,518.36	877.72	82,259.39	185,880.00	44.25%	103,620.61

City of Joshua
Financial Statement (General Fund, Departmental Summary, Unaudited)
As of February 29, 2020

% OF YEAR COMPLETED: 41.67

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Animal Control							
Personnel	7,857.01	7,744.40	(112.61)	46,666.39	103,335.00	45.16%	56,668.61
Supplies	524.19	878.92	354.73	3,794.23	10,550.00	35.96%	6,755.77
Repair & Maintenance	470.65	2,399.16	1,928.51	9,152.00	28,800.00	31.78%	19,648.00
Contract & Professional Services	460.62	824.79	364.17	3,198.80	9,900.00	32.31%	6,701.20
Utilities	1,138.47	1,275.73	137.26	4,802.67	15,315.00	31.36%	10,512.33
TOTAL Animal Control	10,450.94	13,123.00	2,672.06	67,614.09	167,900.00	40.27%	100,285.91
Fire Department							
Personnel	10,532.97	34,841.88	24,308.91	77,823.28	462,355.00	16.83%	384,531.72
Supplies	670.17	4,132.15	3,461.98	10,309.54	49,600.00	20.79%	39,290.46
Repair & Maintenance	2,388.32	4,081.70	1,693.38	20,371.11	49,000.00	41.57%	28,628.89
Contract & Professional Services	4,209.86	1,939.37	(2,270.49)	13,234.50	23,280.00	56.85%	10,045.50
Utilities	3,056.60	2,850.10	(206.50)	12,138.38	34,215.00	35.48%	22,076.62
Miscellaneous	34.78	1,336.97	1,302.19	9,993.94	16,050.00	62.27%	6,056.06
Capital Outlay	0.00	0.00	0.00	0.00	12,245.00	0.00%	12,245.00
TOTAL Fire Department	20,892.70	49,182.17	28,289.47	143,870.75	646,745.00	22.25%	502,874.25
Park Maintenance							
Personnel	5,988.36	6,016.68	28.32	34,656.88	79,595.00	43.54%	44,938.12
Supplies	2,169.16	982.94	(1,186.22)	7,602.71	11,800.00	64.43%	4,197.29
Repair & Maintenance	1,182.94	2,528.23	1,345.29	27,633.75	30,350.00	91.05%	2,716.25
Contract & Professional Services	0.00	24.99	24.99	9.60	300.00	3.20%	290.40
Utilities	2,454.67	612.66	(1,842.01)	10,004.42	89,115.00	11.23%	79,110.58
Capital Outlay	0.00	1,163.70	1,163.70	0.00	13,970.00	0.00%	13,970.00
TOTAL Park Maintenance	11,795.13	11,329.20	(465.93)	79,907.36	225,130.00	35.49%	145,222.64
TOTAL EXPENDITURES	267,622.96	404,608.09	136,985.13	1,759,221.30	4,961,645.00	35.46%	3,202,423.70
TOTAL REVENUES OVER/UNDER EXPENDITURES	526,451.62	376,432.12	(150,019.50)	1,226,463.23	(165,645.00)		(1,392,108.23)

CITY OF JOSHUA, TX - FY 2015-2019 STRATEGIC PLAN GOALS

GOAL CATEGORY	GOAL	OBJECTIVE	FYE	FUNDING SOURCE	STATUS	DEPT
Economic Development	Development of Joshua Station and TIF	Park & Ride design and construction	2016	Type A	Complete	ADMIN (CM,ACM)
		Site plan/Platting for multi-family residential	2016	N/A		
		Site Plan/Platting for pad sites	2017	N/A	TBD	
		Design of Plum Street	2016	N/A	Project tabled indefinitely	
		Construction of Plum Street	2017	N/A	Project tabled indefinitely	
	Plan to revitalize downtown area	Develop downtown revitalization master plan	2017-2018	Type A, B	Complete	ADMIN (CM,ACM)
	Plan for economic development	Ongoing regular updates of demographics and economic development sites	2019	Type A, B	Ongoing; EcoDev consultant	ADMIN (CM, EDC)
		Identify target retailers and developers	2019	N/A	Ongoing; Finalizing EcoDev Agreement for current project	
		Plan for developer and retailer tours	2019	N/A	Ongoing	
		Action plan for recruitment	2016	N/A	Ongoing	
		Create measures for economic development success	2017	N/A	See above.	
Quality of Life	Continue Implementation of Parks Master Plan	Identify land for additional park and recreation facilities as outlined in Parks Master Plan	2017	N/A	Ongoing	ADMIN (ACM)
		Update Park Master Plan	2017	Type B	Complete	
		Develop plans for build out of park land	2019	Type B	Ongoing	
		Identify and seek funding for land acquisition and construction to continue implementation	2019	Type B, Grants	Ongoing	
	Promote a positive City image with Revitalization and Beautification of HWY 174 Corridor	Develop plan for target areas based on UTA study	2015	GF, Type B, Grants	Complete	ADMIN (CM, ACM)
		Prepare for grant opportunities	2019	Grants	Ongoing	
		Initiate working group with Cities of Burleson & Cleburne for joint plan	2017	N/A	TBD	
	Transportation advocacy (roads & rail)	Explore options for initiating Ft. Worth Transportation	2019	N/A	Ongoing	ADMIN (CM), Mayor
		Authority service in the area	2019	N/A	Ongoing	
		Initiate rail working group to explore options for commuter rail service	2015	N/A	GJCTC est.; meeting regularly	
		Funding through legislature for rail & road upgrades	TBD	TBD	TBD	

GOAL				FUNDING	STATUS	
------	--	--	--	---------	--------	--

CATEGORY	GOAL	OBJECTIVE	FYE	SOURCE		DEPT
Public Safety & Infrastructure	Continue implementation of drainage plan and explore additional funding mechanisms	Identify projects from 2008 study	2016	N/A	Complete	ADMIN (CM, ACM, CE)
		Create plan for and identify funding for next projects	2016	2009 Bond		
	Update City Emergency Management Plan	Review current plan for necessary updates	2016	N/A		ADMIN (ACM), FIRE, PD
		Draft updates to the plan; Present to City Council for consideration	2016	N/A		
		Implement updates to the plan and conduct disaster drill based on new plan	2019	N/A	Early 2019	
Governance	Update City's Comprehensive Plan to include Future Land Use and Thoroughfare Plan	Outline process for update	2015	GF	Complete	ADMIN (CM,CS)
		Estimates of Cost for budget	2015	GF		
		Include in FY2015-2016 budget proposal	2016	GF		
		Initiate update process	2016	GF		
	Review staffing levels in police, public works, building/code compliance and parks departments	Assess current and near future service demand in each department	2019	N/A	Ongoing	ALL DEPTS
		Assess workload of employees and impact on service delivery	2019	N/A	Ongoing	
		Develop staffing recommendations for each department	2018	GF, Type B	Complete	
	Update City Zoning Ordinance and Map (if necessary)	To be determined following update of Comprehensive Land plan	2020	GF	Subdivision Ordinance Updated; Zoning Ordinance TBD	ADMIN (CS)

Admin = Administration; CM = City Mgr; ACM = Asst. City Mgr; CS = City Secretary; CE = City Engineer; EDC = Economic Development Coordinator; PD = Police Department

Proclamation

WHEREAS, today's society is finding more citizens involved in motorcycling on the roads of our country; and

WHEREAS, motorcyclists are roughly unprotected and therefore more prone to injury or death in a crash than other vehicle drivers; and

WHEREAS, campaigns have helped inform riders and motorists alike on motorcycle safety issues to reduce motorcycle related risks, injuries, and most of all fatalities, through a comprehensive approach to motorcycle safety; and

WHEREAS, it is the responsibility of all who put themselves behind the wheel, to become aware of motorcyclists, regarding them with the same respect as any other vehicle traveling the highways of this country; and it is the responsibility of riders and motorists alike to obey all traffic laws and safety rules; and

WHEREAS, urging all citizens of our community to become aware of the inherent danger involved in operating a motorcycle, and for riders and motorists alike to give each other the mutual respect they deserve;

NOW, THEREFORE, I, Joe Hollarn, Mayor of the City of Joshua, Texas, do hereby proclaim May 2020 as

MOTORCYCLE SAFETY AND AWARENESS MONTH

in the City of Joshua. Further, I urge all residents to do their part to increase safety and awareness in our community.

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City to be affixed this 19th day of March, 2020.

Joe Hollarn, Mayor
City of Joshua, Texas



**MINUTES
CITY COUNCIL
REGULAR SESSION
THURSDAY, FEBRUARY 20, 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; Terrence S. Welch, City Attorney, Aaron Maldonado, Development Services Director, and Alice Holloway, City Secretary.

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

C. INVOCATION

Invocation was given by Councilmember Moore.

D. WORK SESSION

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

No discussion on this item (D1)

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

City Manager Jones stated that this meeting's meeting main focus was Governance. He explained that Governance includes such items as land use, zoning, transparency, and planning & development. In addition, he stated that this will give us concrete goals for each pillar.

Councilmember Kimble asked how is employees' part of the plan since it is a ongoing day to day operations. City Manager Jones explained in general that items such as the PD step plan will be included.

3. Discussion regarding update on the Town Hall Meeting held on February 13, 2020.

Mayor Hollarn gave a brief update on the February 13, 2020 Town Hall Meeting. He stated that approximately 15-20 people attended the meeting and it lasted about an hour. Mayor Hollarn stated that he plans on hosting a Town Hall Meeting every other month.

4. Discuss and review the draft rewrite of the Zoning Ordinance. (Staff Resource: J. Jones)

Karen Mitchell, Planning Consultant, stated that the Planning & Zoning Commission has worked very hard on the re-write of the Zoning Ordinance. She stated that they worked on the re-write of the Zoning Ordinance during four different meetings. In addition, she stated that approximately 85% of regulations in the re-write Zoning Ordinance are the same as the current 2008 Zoning Ordinance.

The City Council reviewed the recommendations of the Planning & Zoning Commission and made several other suggestions.

Some of the suggestions during the meeting were:

- In an effort to make it easier for Ag Property owners, the council discussed exempting Ag Use Properties from the maximum number of accessory structures.
- Add additional provisions to protect the Heritage District.
- Exclude the fence ordinance from the zoning ordinance.
- Allow staff to approve simple site plans to help streamline the process.

Ms. Mitchell stated that the goal is to develop a clear and user-friendly Zoning Ordinance that is consistent with adopted plans and policies, and reflects the changes to the last legislature law updates.

5. Discuss and review a draft resolution adopting a Videoconference Policy for City Council.

The City Council reviewed the draft resolution and Videoconference Policy. Staff was directed to revise section IV, Procedures, number 4a; to state the following: The meeting takes place where the quorum of the body is present.

6. Questions regarding Regular Session agenda items.

No discussion on this item (D6).

E. PUBLIC FORUM, PRESENTATIONS AND RECOGNITION:

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

NA

F. CONSENT AGENDA

1. Consider approval of minutes from the City Council Meeting held on January 16, 2020. (Staff Resource: A. Holloway)

Councilmember Kimble moved to approve the meeting minutes of January 16, 2020. Councilmember Moore seconded the motion. The motion passed unanimously.

2. Consider acceptance of the 2019 Joshua Police Department's Racial Profiling Report. (Staff Resource: S. Short)

Councilmember Moore moved to accept the 2019 Joshua Police Department's Racial Profiling Report. Councilmember Kidd seconded the motion. The motion passed unanimously.

G. REGULAR AGENDA

1. Discuss, consider, and take action on a replat of approximately .293 acres of land out of Original Town of Joshua Addition being Lots 4-6 and a portion of Lot 7, Block 11 in the City of Joshua, Johnson County, Texas. (Staff Resource: A. Maldonado)

Councilmember Kidd moved to approve the replat of approximately .293 acres of land out of Original Town of Joshua Addition being Lots 4-6 and a portion of Lot 7, Block 11 in the City of Joshua, Johnson County, Texas. Councilmember Purdom seconded the motion. The motion passed unanimously.

2. Discuss, consider, and take action on an agreement confirming the reappointment of Deeann Strother as Municipal Presiding Judge and authorizing the City Manager to execute all necessary documents. (Staff Resource: J. Jones)

Councilmember Purdom moved to approve an agreement confirming the reappointment of Deeann Strother as Municipal Presiding Judge and authorizing the City Manager to execute all necessary documents. Councilmember Nichols seconded the motion. The motion passed unanimously.

3. Discuss, consider, and take action on possible board appointment(s). (Staff Resource: A. Holloway)

Councilmember Moore moved to appoint Shelly Anderson to the Type "A" Economic Development Corporation Place 2. Councilmember Kimble seconded the motion. The motion passed unanimously.

H. STAFF REPORT

January 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

Councilmember Moore requested that dispatch calls be added to Police Department Reports.

Councilmember Kidd asked what is the status of the sidewalk plan by Animal Control Building.

City Council requested that the total calls for the month in the Fire Department include missed calls.

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. EXECUTIVE SESSION:

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

- (a) Section § 551.072 of the Texas Government Code: to discuss and deliberate the acquisition, purchase, exchange, lease or value of real property as deliberation in the open meeting would have a detrimental effect of the position of the City of Joshua in negotiations with third persons.

Mayor Hollarn read the purpose of the Executive Session and council convened into Executive Session at 8:12 p.m.

K. RECONVENE INTO OPEN SESSION:

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

Mayor Hollarn announced the meeting was back in Regular Session at 8:21 p.m.

No action taken as the result of executive session.

J. ADJOURNMENT

Mayor Hollarn adjourned the meeting at 8:35 pm.

Joe Hollarn, Mayor

ATTEST:

Alice Holloway, TRMC
City Secretary

Approved: March 19, 2020

CITY COUNCIL MEETING - STAFF REPORT		
AGENDA DATE: March 19, 2020	ITEM: F2	SUBJECT: Videoconference Policy
STAFF RESOURCE:	A. Holloway	
PREVIOUS COUNCIL ACTION (if any):	N/A	
ACTION PROPOSED:	Review & Discussion	

BACKGROUND

Government Code Section 551.127 authorizes a member of a governmental body to participate remotely in a meeting of the governmental body by means of a videoconference.

In February, City Council reviewed a draft policy. During review, staff was directed to make revisions and return to council for possible consideration.

Staff Recommendation:

N/A

ATTACHMENTS:

1. Resol.ution
2. Policy

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

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

A RESOLUTION OF THE CITY OF JOSHUA, TEXAS ADOPTING A VIDEOCONFERENCE POLICY FOR CITY COUNCIL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Joshua, Texas, is a home rule municipality located in Johnson County, created in accordance with Chapter 6 of the Local Government Code, and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the City Council desires to adopt a Council Videoconference Policy to permit members of the Council to participate in a meeting of the governing body by means of videoconference call within the guidelines of Texas Government Code §551.127.

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

SECTION 1.

The Council Videoconference Policy attached hereto as Exhibit "A" and incorporated herein by reference, is hereby adopted by the City Council of the City of Joshua, Texas.

SECTION 2.

The Council Videoconference Policy herein adopted may be amended or repealed by resolution of the City Council.

SECTION 3.

This resolution shall become effective immediately upon passage, and it is so resolved.

Passed and approved this 19th day of March, 2020.

Joe Hollarn, Mayor

ATTEST:

Alice Holloway, City Secretary

CITY OF JOSHUA
VIDEOCONFERENCE POLICY/PROCEDURE

I. PURPOSE

The purpose of this policy is to establish policies and procedures to help ensure that members of the City Council, who may participate remotely in a meeting by means of a videoconference call, do so within the guidelines of the Texas Open Meetings Act. (TEXAS GOVERNMENT CODE, §551.127).

II. DEFINITIONS

1. **Location:** The place of the meeting specified at which a quorum of the City Council will be physically present.
2. **Member:** A member of the City Council subject to the Texas Open Meetings Act. Member includes the presiding officer.
3. **Presiding Officer:** The person in charge of the meeting. In the event the mayor is the member to be the remote participant and the Mayor Pro Tem is also not in attendance at the location, the quorum of members present at the location shall elect a member of the quorum to serve as presiding officer for that meeting. A remote participant may participate in the meeting by video conference call, but may not serve as presiding officer by video conference call.
4. **Quorum:** The minimum number of voting members who must be present at a properly called meeting in order to conduct business in the name of the group.
5. **Videoconference Call:** A communication between two or more people where one or more persons are not present but participate through duplex audio and video signals transmitted over a data network.
6. **Remote Participant:** Member(s) participating by video conference in a Council Meeting from a place other than the location.

III. RESPONSIBILITY

1. **Member:** It is the member's responsibility to notify the City Secretary of his/her intent to participate in the meeting via video conferencing a minimum of one week prior to the meeting.
2. **City Secretary:** The City Secretary's Office is responsibility for informing the presiding officer and City Manager as soon as a request has been made by a member.

3. **Remote Participants:** Members desiring to participate by video conference in a meeting are responsible for ensuring that they have the equipment and connectivity to make the connection. Remote participants are highly encouraged to coordinate with the City Secretary to conduct a test meeting prior to the actual meeting.

IV. PROCEDURES

1. No more than two (2) members may videoconference at any one time. Requests to videoconference will be on a first-come/first-served basis.
2. A meeting held by videoconference call can only be held if a quorum of the Council is physically present at one location. If a problem occurs that causes a remote participant to no longer be visible and audible to the public at the location, the meeting must be recessed until the problem is resolved. If the problem cannot be resolved in ten (10) minutes the member remoting in the meeting will be determined to have left the meeting, and the meeting will continue at the location.
3. A member may participate remotely in a meeting by means of a videoconference call if the video and audio feed of the member's participation is broadcast live at the meeting and complies with the provisions of this section. A member participating in a videoconference call meeting shall be counted as present at the meeting and their vote counted so long as the video and audio feeds of the member participating remotely are broadcast live at the meeting.
4. A meeting of the Council may be held by videoconference call only if:
 - (a) The meeting takes place where the quorum of the body is present.
 - (b) The presiding officer is physically present at the location of the meeting.
5. TEXAS GOVERNMENT CODE §551.127 permits the City Council to meet in executive session by videoconference call provided that the closed session meets the statutory requirements. A member remoting in the executive session must be in a closed room and must be alone to protect the confidentiality of the executive session and in some cases to preserve the attorney client privilege.

CITY COUNCIL MEETING - STAFF REPORT		
AGENDA DATE: March 149, 2020	ITEM: G1	SUBJECT: Subdivision Ordinance Amendments
STAFF RESOURCE:	A. Maldonado	
PREVIOUS COUNCIL ACTION (if any):	N/A	
ACTION PROPOSED:	Approval of Ordinance	

BACKGROUND

In 2018, the City Council approved a complete rewrite to the City's Subdivision Ordinance. Since this time, as we implement the ordinance with development applications, we are able to see areas that need to be revised. Revisions may be based on the need for clarifications, state law changes, or the desire to make the process easier.

For more information, see staff report from Planning Consultant Karen Mitchell.

Staff Recommendation:

N/A

ATTACHMENTS:

N/A

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

STAFF REPORT

To: Mayor and Members of the City Council
Via: Joshua Jones, City Manager
From: Karen K. Mitchell, Planning Consultant
Date of Meeting: March 19, 2020

RE: Amendments to the Subdivision Ordinance

HISTORY: In 2018, the City Council approved a complete rewrite to the City's Subdivision Ordinance. Since this time, as we implement the ordinance with development applications, we are able to see areas that need to be revised. Revisions may be based on the need for clarifications, state law changes, or the desire to make the process easier.

ANALYSIS: Over the last year or so, as we process platting applications, we have been making notes as to areas that need clarification. Additionally, we have been directed to streamline the process as best we can for the development community. With the amendments we are proposing, we believe we have done just that.

AMENDMENTS:

1. Deleting the provision of ROW dedication on amending plats. By deleting this provision, the applicants may now go through an administrative process instead of a preliminary and final plat process.
2. Texas Local Government Code allows cities to authorize the Planning (and Zoning) Commission to be the legislative body governing plats. By eliminating the City Council as being the governing body for plat approval and allowing the Planning and Zoning Commission this authority- it will save the applicant time on the processing of the plat.
3. Deleted the provision regarding General Development Plans. General Development Plans are typically plans done for larger parcels of land and are done in lieu of a preliminary plat. They serve the same purpose as a preliminary plat in that they show the city how the entire piece of property will be developed as far as infrastructure. However, a preliminary plat achieves the same purpose. Therefore, because it is standard practice for the development community to submit a preliminary plat for the entire parcel and final plat in phases- we are recommending eliminating the General Development Plan provision. It is a provision that is not typically used.
4. Revised the language regarding placement of sidewalks in residential subdivisions. This language is revised to clarify where sidewalks are to be located. The current provision states this; however, it is not as clear as it should be. We have recommended that the language clarify that a new residential subdivision must put sidewalks along the perimeter street, only on the side of the street that is adjacent to the development and sidewalks on both sides of the streets within the development.
5. Revise the scale size of the graphic on plats. The current regulations state the scale must be drawn at a 1 inch equals 100 feet. This works for larger developments; however, smaller developments (less than 3 acres)- it makes it very hard to see the graphic on the plat document

because it is so small. By revising this provision for preliminary and final plats it will make reading the plat much easier.

6. Under the provisions for criteria of plat recordation- there is a provision that requires the Owner's Certificate and Metes and Bounds description be on a separate legal size paper for filing purposes. Many counties across the state require this; however, when we checked with Johnson County they do not. We are recommending this provision be deleted.
7. Tree Preservation. The Tree Preservation provisions are currently located in the Zoning Ordinance. We believe the proper location should be in the Subdivision Ordinance. We will cross reference the provision in the Zoning Ordinance. The majority of the provisions in the Tree Preservation regulations relate to platting or development of land. In zoning, they are required as part of a site planning process (i.e. CUP application or PD application or development of nonresidential land at time of site plan approval).

RECOMMENDATION: Staff recommends that the City Council approve the above referenced provisions in an effort to clarify certain provisions and to make the process less cumbersome for property owners.

CITY OF JOSHUA, TEXAS

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, AMENDING SECTION 10.2.6, "AMENDING PLATS," OF ARTICLE 2, "GENERAL PLATTING REGULATIONS"; AMENDING SECTION 10.4.1, "SUBMITTAL," OF ARTICLE 4, "REQUIREMENTS FOR PLAT SUBMITTAL"; AMENDING SUBPART (2) OF SUBSECTION (D), "REQUIRED INFORMATION," OF SECTION 10.4.3, "PRELIMINARY PLAT SUBMITTAL REQUIREMENTS," OF ARTICLE 4, "REQUIREMENTS FOR PLAT SUBMITTAL"; AMENDING SUBSECTION (B), "SCALE," OF SECTION 10.4.6, "FINAL PLAT – REQUIRED FORMAT AND INFORMATION," OF ARTICLE 4, "REQUIREMENTS FOR PLAT SUBMITTAL"; AMENDING SECTION 10.5.1, "GENERAL PROVISIONS," OF ARTICLE 5, "PROCEDURES FOR PLAT APPROVAL"; AMENDING SUBSECTION (A), "REQUIREMENTS," OF SECTION 10.5.10, "RECORDING OF PLAT," OF ARTICLE 5, "PROCEDURES FOR PLAT APPROVAL"; AMENDING SUBSECTION (A) OF SECTION 10.7.8, "SIDEWALKS," OF ARTICLE 7, "STREET AND RIGHT-OF-WAY REQUIREMENTS"; AMENDING ARTICLE 10, "MISCELLANEOUS REQUIREMENTS," BY ADDING THERETO A NEW SECTION 10.10.12, "TREE PRESERVATION"; ALL OF THE FOREGOING PROVISIONS CONTAINED IN THE CITY'S SUBDIVISION ORDINANCE, EXHIBIT "A" TO ARTICLE 10.02.001, "SUBDIVISION ORDINANCE," OF CHAPTER 10, "SUBDIVISION REGULATION," OF THE CODE OF ORDINANCES OF THE CITY OF JOSHUA, TEXAS; PROVIDING FOR SEVERABILITY, SAVINGS AND REPEALING CLAUSES; PROVIDING FOR PENALTIES; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City of Joshua, Texas ("City"), is a home-rule municipality under the laws of the State of Texas and is duly incorporated; and

WHEREAS, the City possesses the full power of self-government, as authorized by the Texas Constitution and the City's duly adopted Charter; and

WHEREAS, the City wishes to make certain amendments to and to clarify certain provisions in the City's Subdivision Ordinance, as referenced herein; and

WHEREAS, the City Council, on behalf of Joshua and its citizens, further has determined that the following amendments will promote the orderly, safe and efficient growth of the City and the City's extraterritorial jurisdiction.

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

SECTION 1

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

SECTION 2

From and after the effective date of this Ordinance, Section 10.2.6, "Amending Plats," of Article 2, "General Platting Regulations," of the City's Subdivision Ordinance, contained in Exhibit "A" to Article 10.02.001, "Subdivision Ordinance," of Chapter 10, "Subdivision Regulation," of the Code of Ordinances of the City of Joshua, Texas, is hereby amended to read as follows:

"SECTION 10.2.6 AMENDING PLATS

An amending plat may be submitted in accordance with Texas Local Government Code 212.016, as amended, and may be approved by an Administrative Official so long as the plat is in accordance with the Texas Local Government Code. Any corrections or conditions not listed in the statutory criteria for an amending plat will require full resubmittal of the plat and will be treated as a replat."

SECTION 3

From and after the effective date of this Ordinance, Section 10.4.1, "Submittal," of Article 4, "Requirements for Plat Submittal," of the City's Subdivision Ordinance, contained in Exhibit "A" to Article 10.02.001, "Subdivision Ordinance," of Chapter 10, "Subdivision Regulation," of the Code of Ordinances of the City of Joshua, Texas, is hereby amended to read as follows:

"SECTION 10.4.1 SUBMITTAL

A. **Pre-application Conference.** A property owner or applicant may request a pre-application conference with the Administrative Official for purposes of identifying requirements that are applicable to a proposed plat. The conference between a developer and City staff is intended to be of mutual benefit to the developer and the community by determining the suitability and type of development of a tract of land. This step also involves considerable planning which precedes actual preparation of the preliminary plat. The request shall be made in writing on a form prepared by the Administrative Official and shall state that any proposed development concept discussed at the pre-application conference is not intended as a plan for development or application for plat approval. If the request for the meeting is to present a plan for development or application presenting a plan for development or plat that describes the property, the proposed uses for the property and the permit which is sought, the Administrative Official shall process the plan or application unless the applicant

executes a form that the plan is submitted only for the purpose of requesting information and is not intended to constitute an application.

B. **Application.** An applicant shall submit a written application for plat approval to the Administrative Official on forms prepared by the City, together with all required documents, such as studies, drawings, exhibits, or other ordinance requirements, in sufficient size and number as required by the Administrative Official, and any reasonable information requested by the Administrative Official to assist the City in its review of the application. The owner, applicant, or other authorized agent shall sign the application. Proof of agency shall be submitted by affidavit signed by all owners. The City may require evidence of fee simple title to the property.

C. **Preparation and Reproductions.** Each plat shall be prepared by an engineer or surveyor, trained and experienced in subdivision design. In addition to prints, the applicant shall also provide final plats in .pdf format. It shall be the responsibility of the applicant to verify the number of prints and mylars required for all submittals. A mylar of the final plat to be recorded bearing all appropriate signatures shall be submitted to the City for its records. Large format documents submitted for review shall be printed in landscape format with the title block located on the lower right corner. All large format documents shall be folded in the following manner:

[Retain Table found on Pages 10A-31 and 10A-32 of Code Supplement No. 11]

D. **Fees.** The applicant shall consent in the application to be responsible for payment of legal and engineering and any other professional fees incurred by the City in connection with the processing of the application. Approval of the final plat or minor or amending plat shall be conditional until the applicant has paid the fees or has given security such as posting a deposit or bond.”

SECTION 4

From and after the effective date of this Ordinance, Subpart (2) of Subsection (D), “Required Information,” of Section 10.4.3, “Preliminary Plat Submittal Requirements,” of Article 4, “Requirements for Plat Submittal,” of the City’s Subdivision Ordinance, contained in Exhibit “A” to Article 10.02.001, “Subdivision Ordinance,” of Chapter 10, “Subdivision Regulation,” of the Code of Ordinances of the City of Joshua, Texas, is hereby amended to read as follows:

“SECTION 10.4.3 PRELIMINARY PLAT SUBMITTAL REQUIREMENTS

*** * ***

D. **Required Information.** The preliminary plat shall contain the following information:

*** * ***

2. North arrow, graphic and written scale in close proximity. The minimum scale is one inch (1") = fifty feet (50'). In cases of developments three acres or larger in size, a scale of one inch (1") = one hundred feet (100') is acceptable.

* * *

SECTION 5

From and after the effective date of this Ordinance, Subsection (B), "Scale," of Section 10.4.6, "Final Plat – Required Format and Information," of Article 4, "Requirements for Plat Submittal," of the City's Subdivision Ordinance, contained in Exhibit "A" to Article 10.02.001, "Subdivision Ordinance," of Chapter 10, "Subdivision Regulation," of the Code of Ordinances of the City of Joshua, Texas, is hereby amended to read as follows:

"SECTION 10.4.6 FINAL PLAT – REQUIRED FORMAT AND INFORMATION

* * *

B. Scale. The permissible scale: one inch (1") = fifty feet (50'). In cases of developments three acres or larger in size, a scale of one inch (1") = one hundred feet (100') is acceptable. For any larger development which would exceed the dimensions of the sheet at one hundred feet (100') scale, plats may be on multiple sheets or to another known engineering scale, as approved by the Administrative Official (or designee), and in a format that will be acceptable for eventual filing at Johnson County.

* * *

SECTION 6

From and after the effective date of this Ordinance, Section 10.5.1, "General Provisions," of Article 5, "Procedures for Plat Approval," of the City's Subdivision Ordinance, contained in Exhibit "A" to Article 10.02.001, "Subdivision Ordinance," of Chapter 10, "Subdivision Regulation," of the Code of Ordinances of the City of Joshua, Texas, is hereby amended to read as follows:

"SECTION 10.5.1 GENERAL PROVISIONS FOR PLAT APPROVAL

A. Authority for Approval of Minor and Amending Plats. The Administrative Official is authorized to approve all minor plats and amending plats. The filing date of a minor plat or amending plat is the date on which the applicant receives the City's initial comments on the minor plat or amending plat. An applicant who is dissatisfied with the decision of the Administrative Official may request that the plat be referred to the

Commission for decision. If such a request is made, the filing date shall be in accordance with Subsection (F) of this Section.

B. Approval by Commission. The Commission shall review and approve, approve with conditions or disapprove all preliminary plats, replats and final plats.

C. Conformance. All preliminary plats, final plats and replats shall substantially conform to any concept plan or plan for development or planned development plan approved in accordance with the requirements of the Zoning Ordinance, as well as all other applicable Ordinances, including but not limited to the Comprehensive Plan and all standards for adequacy of public facilities, where applicable. No final plat shall be approved until the City has received a Letter of Approval from JCSUD or BWSC confirming its approval of water and wastewater construction plans. Further, a final plat shall conform to the approved preliminary plat except for minor changes authorized under Subsection (F) of this Section.

D. Plat Review and Conditional Approval or Disapproval. In the event the Commission conditionally approves or disapproves a preliminary plat, final plat or replat, the Commission shall provide an applicant a written statement of the conditions for the conditional approval or reasons for disapproval, in accordance with Section 212.0091 of the Texas Local Government Code, as amended. After the conditional approval or disapproval of a preliminary plat, final plat or replat, an applicant may submit to the Commission a written response that satisfies each condition for the conditional approval or remedies each reason provided for the disapproval, in accordance with Section 212.0093 of the Texas Local Government Code, as amended. In the event the Commission receives such a response from an applicant, the Commission shall determine whether to approve or disapprove the applicant's previously conditionally approved or disapproved plat not later than the 15th day after the date the response was submitted, in accordance with Section 212.0095 of the Texas Local Government Code, as amended.

E. Filing Date. The thirty (30) day period for approval, approval with conditions or disapproval of a plat, as established in Chapter 212 of the Texas Local Government Code, as amended, shall be the date the plat application is heard by the Planning and Zoning Commission. Pursuant to Section 212.009(b-2) of the Texas Local Government Code, as amended, upon application in writing by an applicant, the Commission may approve one (1) Extension of the 30-day action requirement; however, such Extension shall not to exceed 30 additional days.

F. Minor Changes to Preliminary Plat. Minor changes in the design of the subdivision subject to a preliminary plat may be incorporated in an application for approval of a final plat without the necessity of filing a new application for approval of a preliminary plat. Any substantial deviation in street layout or alignment, lot size or configuration, utility and/or drainage layout, or easements shall require submittal for consideration of a new preliminary plat. All other proposed changes to the design of the subdivision subject to an approved preliminary plat shall be deemed major amendments

that require submittal and approval of a new application for approval of a preliminary plat before approval of a final plat.”

SECTION 7

From and after the effective date of this Ordinance, Subsection (A), “Requirements,” of Section 10.5.10, “Recording of Plat,” of Article 5, “Procedures for Plat Approval,” of the City’s Subdivision Ordinance, contained in Exhibit “A” to Article 10.02.001, “Subdivision Ordinance,” of Chapter 10, “Subdivision Regulation,” of the Code of Ordinances of the City of Joshua, Texas, is hereby amended to read as follows:

“SECTION 10.5.10 RECORDING OF PLAT

A. **Requirements.** For a plat to be recorded after approval, all conditions of approval must be satisfied, including, but not limited to, the following:

1. All required fees shall be paid, including park dedication, if required and tree replacement fees.
2. All plats shall be provided in an electronic format approved by the Administrative Official.
3. All covenants required by ordinances shall be reviewed and approved by the City.
4. On-site easements and rights-of-way shall be properly described and noted on the plat.
5. Off-site easements and rights-of-way shall be dedicated by the respective owners, approved by the City and filed of record with the county.
6. All required abandonments of public rights-of-way or easements that must be approved by the City Council and the abandonment ordinance numbers shall be shown on the plat.
7. Original tax certificates showing that all taxes are paid, as well as a statement from the City that no outstanding monies are owed to the City shall be presented from each taxing unit with jurisdiction of the real property.
8. A copy of the executed developer's agreement, if one was required to be executed, shall be submitted.

9. For proposed improvements that have yet to be constructed, the required financial assurance and contractor's proof of insurance for any proposed public improvements.
10. Monumentation required by Section 10.10.3.
11. For proposed improvements that have yet to be constructed, evidence of approval of any necessary permits from the Texas Department of Transportation, any utility district, the U.S. Army Corps of Engineers, or any other state or federal agency shall be submitted.
12. Any lienholder of the property to be platted must execute a statement on the plat or a separate instrument subordinating the lienholder's interest to the plat and the dedications thereon.
13. Title report completed and provided to the City.
14. It shall be the policy of the City of Joshua that all water and wastewater improvement shall be in accordance with the Johnson County Special Utility District or Bethesda Water Supply Corporation regulations. No plat will be approved without a final approval letter from the JCSUD or BWSC."

SECTION 8

From and after the effective date of this Ordinance, Subsection (A), "Requirements Generally," of Section 10.7.8, "Sidewalks," of Article 7, "Street and Right-of-Way Requirements," of the City's Subdivision Ordinance, contained in Exhibit "A" to Article 10.02.001, "Subdivision Ordinance," of Chapter 10, "Subdivision Regulation," of the Code of Ordinances of the City of Joshua, Texas, is hereby amended to read as follows:

"SECTION 10.7.8 SIDEWALKS

A. **Requirements Generally.** Sidewalks shall be required to be constructed on both sides of the street for any developments adjacent to any collectors and arterials along the frontage of the property, and for residential developments, sidewalks shall be constructed on both sides of internal streets. This shall include the dedication of necessary right-of-way or pedestrian access easement and the construction of sidewalks according to the specifications provided herein."

SECTION 9

From and after the effective date of this Ordinance, Article 10, "Miscellaneous Requirements," of the City's Subdivision Ordinance, contained in Exhibit "A" to Article 10.02.001, "Subdivision Ordinance," of Chapter 10, "Subdivision Regulation,"

of the Code of Ordinances of the City of Joshua, Texas, is hereby amended by adding thereto a new Section 10.10.12, "Tree Preservation," to read as follows:

"SECTION 10.10.12 TREE PRESERVATION

A. **Purpose.** The purpose of this section is the preservation of mature trees and natural areas. This section is intended to protect trees during construction, development, and redevelopment, and to control the removal of protected trees. It also establishes rules for replacement and replanting of trees which must be removed during construction. This section shall protect any property from indiscriminate clearing and shall help maintain and enhance a positive image of the City as well as attract new business enterprises. The terms and provisions of this section shall apply to the following real property:

1. All new subdivisions of land at the time of preliminary and/or final platting;
2. All undeveloped land at the time of replatting;
3. All un-platted and undeveloped tracts of land greater than three (3) acres;
4. All nonresidential tracts of land at the time of site plan approval.

B. **Definitions.**

Buildable Area - That portion of a building site exclusive of the required yard areas on which a structure or building improvements may be erected and including the actual structure, driveway, parking lot, pool, and other construction as shown on a site plan.

Building Pad - The actual foundation area of a building and a reasonable area around the foundation necessary for construction and grade transitions.

Critical Root Zone - The area of undisturbed natural soil around a tree defined by a concentric circle with a radius equal to the distance from the trunk to the outermost portion of the drip line.

Construction Drawings - Engineering or architectural drawings, which have been prepared by an authorized individual and approved by the Administrative Official, that describe in detail by measurements and specifications the method and manner in which a structure, building, utility, street, or physical alteration to land a structure or building is to be accomplished.

Drip Line - A vertical line run through the outermost portion of the crown of a tree and extending down to the ground.

Limits of Construction - A delineation on a graphic exhibit which shows the boundary of the area within which all construction activity will occur.

Protection Fencing - Snow fencing, chain-link fence, barbed wire fence, orange vinyl construction fencing or other similar fencing with a four-foot (4') approximate height.

Tree - Any self-supporting woody perennial plant which will attain a trunk diameter of three (3") inches or more when measured at a point twelve (12") inches above ground level and normally attains an overall height of at least twenty feet (20') at maturity, usually with one (1) main trunk and many branches. It may appear to have several stems or trunks as in several varieties of oaks.

Tree, Protected - Tree species that are approved by the City and should be saved are identified by individual characteristics of the tree, or a tree which has a diameter of eighteen (18") inches or greater measured twelve (12") inches above ground. The diameter of a multi-trunk tree shall be determined by adding the total diameter of the largest trunk to 1/2 the diameter of each additional trunk.

Trees that are not protected trees are as follows:

Sugar Hackberry	Celtis laevigata
Hackberry	Celtis occidentalis
Honeylocust	Gleditsia tracanthos
Bois d'arc	Maclura pomifera
Mimosa	Albizia julibrissin
Red Mulberry	Morus rubra
White Mulberry	Morus alba
White (Silver) Poplar	Populus alba
Lombardy Poplar	Populus nigra italica
Cottonwood	Populus deltoids
Mesquite	Prosopis glandulosa
Willow	Willow sp.
Silver Maple	Acer saccharinum
Sycamore	Platanus occidentalis

C. **Tree Removal Permit.**

1. General: No person, directly or indirectly, shall cut down, destroy, remove or move, or effectively destroy through damaging any protected tree that is located on a property regulated by this section without first obtaining a tree-removal permit unless otherwise specified in this section.

2. New Development: Unless otherwise specified in Chapter 245 of the Local Government Code, all developments which have not submitted final plats as of the effective date of this section shall be subject to the requirements for tree protection and replacement specified herein.
3. Residential Subdivisions: All areas within public rights-of-way, utility easements, or drainage easements as shown on an approved final plat, and areas designed as cut/fill on the master drainage construction plan approved by the City Engineer shall be exempt from the tree protection and replacement requirements specified herein. All other areas shall be subject to the requirements of this section and the applicant for a tree removal permit shall indicate how protected trees may be saved.
4. Nonresidential Developments: All areas within public rights-of-way, public utility or drainage easements as shown on an approved final plat, and the fire lanes, parking areas, and areas within twelve feet (12') of a building foundation as shown on an approved site plan shall be exempt from the tree protection and replacement requirements specified herein. All other areas shall be subject to these requirements.
5. Private Property:
 - (a) Agricultural: Property zoned "A", agricultural, and being actively used for agricultural purposes shall be exempt from the requirements specified herein.
 - (b) Homeowners: The owner of a residence who uses the residence as his/her homestead shall be exempt from the tree protection and replacement requirements of this section as they pertain to his/her residential property.
 - (c) Building/Contractors: All builders who have not submitted a request for a building permit as of the effective date of this article are subject to the requirements herein. All areas within the driveway, sidewalks, patios, septic tank and lateral lines, parking area, pool, and associated deck area and area within twelve inches (12") of the building foundation as shown on an approved plot plan shall be exempt from the tree protection and replacement requirements of this section. All other areas of the lot shall be subject to these requirements.

D. Exemptions.

1. Any franchised utility is exempt from these regulations.

E. Permit Review and Approval Process.

1. Authority of Review and Approval: The Administrative Official shall be responsible for the review and approval of all requests for tree removal permits and replacements thereof. If the Administrative Official deems it necessary, he/she may require a permit request to be reviewed by the City Council.
2. Application Process: Permits for removal or replacement of trees covered herein shall be obtained by making application on a form provided by the City, to the Administrative Official. The application shall be accompanied by a site plan, a preliminary plat or other graphic representation showing the exact location, size (trunk diameter and height), and common name of all protected trees and an indication of which trees are to be removed or replaced.
3. Fees: The application shall be accompanied by the appropriate fee, according to the fee schedule of the City of Joshua.
4. Replacement Trees or Fee in Lieu of Replacement: If any Replacement Tree cannot be properly located on the property being developed or redeveloped, the applicant may plant these Replacement Tree(s) on property owned by the City and/or common open space and/or pay a fee, as approved by the City Manager, or his/her designee. The cash value of Replacement Trees will be set by the City Manager, or his/her designee, and such fee shall reasonably reflect the cost of such Replacement Trees.

F. Required Application.

The application shall be accompanied by a written document indicating the reasons for removal or replacement of trees and a copy of a legible site plan, preliminary plat, or other graphic representation drawn to the largest practical scale showing the following:

1. Location of existing or proposed structures, improvements, and site uses, properly dimensioned and referenced to property lines, setback and yard requirements.
2. Existing and proposed site elevations, grades and major contours.
3. Location of existing or proposed utility easements.
4. Location of all protected trees on the site, to be removed or replaced as well as all trees to be protected.
5. The document shall include street address, lot and block, subdivision name, and date of preparation. The site plan shall state the name,

address, and telephone number of the owner and person preparing the document if different from the applicant.

G. Applicant Review.

Upon receipt of the proper application, the Administrative Official shall review the application, or if it is deemed necessary, forward the application to the City Council. Following a review and inspection, the permit will be approved, disapproved, or may be approved with conditions by the Administrative Official or the City Council.

H. Permit Expirations.

Permits shall be valid for ninety (90) days after the issue date on the permit. Permits which are issued in conjunction with a building permit or a site plan approval, shall be valid for the same time frame as such permits are valid.

I. Appeal of Administrative Official Decision.

Decisions of the Administrative Official may be appealed to the City Council.

J. Tree Replacement Requirements.

If it is necessary to remove protected tree(s) outside the buildable area, the developer, as a condition to issuance of a tree removal permit, shall be required to replace, somewhere on the property, the tree(s) being removed with comparable trees. A sufficient number of trees shall be planted to equal, in caliper, the diameter of the trees removed. The replacement trees shall be at least (3") three inches in caliper when planted.

K. Tree Protection.

1. Tree Protection: During any construction or land development, the developer shall clearly mark those trees to be protected and may be required by the Administrative Official to erect "Protective Fencing - In those situations where a protected tree is so close to the construction area that construction equipment might infringe on the root system or is within 20 feet of the construction area, a protective fencing shall be required between the outer limits of the critical root zone of the tree and the construction activity area. Four feet high protective fencing shall be supported at a maximum of ten feet intervals by approved methods. All protective fencing shall be in place prior to commencement of any site work and remain in place until all exterior work has been completed. Bark Protection - In situations where a protected tree remains in the immediate area of intended construction, the tree shall be protected by enclosing the entire circumference of the tree with 2" x 4" lumber encircled with wire or

other means that do not damage the tree. The intent here is to protect the bark of the tree against incidental contact by construction equipment.” protective barriers to ensure protection of said trees. The protective barriers must be maintained during all construction until the project is finished.

2. Material and Equipment Storage: The developer shall not store any material or equipment within the critical root zone of a protected tree. During the construction stage of the development, no cleaning or storage of equipment or material shall be allowed within the drip line of a protected tree or under the canopy of the tree. Materials include but are not limited to oils, paint, solvents, mortar, asphalt, and concrete.
3. Signs: No signs, wires, or other attachments except protective barriers shall be attached to the protected trees.
4. Traffic: No vehicular traffic, construction equipment traffic, or parking shall take place within the critical root zone of a protected tree other than on an existing street pavement. This restriction does not apply to single incident access for purposes of clearing underbrush, establishing the building pad and associated lot grading, or vehicular traffic necessary for routine utility maintenance, emergency restoration of utility service or routine moving operations.
5. Grade: No grade change in excess of four inches (4") shall be allowed within the limits of the critical root zone of any protected tree unless adequate construction methods are approved by the Administrative Official beforehand.
6. Paving: No impervious paving with asphalt or concrete shall be placed within the critical root zone of a protected tree.

L. Tree Planting Restrictions.

1. Overhead Lines: No required replacement tree shall be planted within an area where the mature canopy of the tree will interfere with overhead utility lines.
2. Underground Lines: No required replacement tree shall be planted within an area where the mature root zone of the tree will interfere with underground public utility lines. No tree shall be planted within ten feet (10') of a fire hydrant.

M. Enforcement.

1. Developers Agreement: No developer agreement shall be approved unless the agreement states that all construction activities shall meet the requirements of this section.
2. Building Permit: No building permit shall be issued unless the applicant signs a permit application which states that all construction activities shall meet the requirements of this section."

SECTION 10

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

SECTION 11

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

SECTION 12

Any person, firm, corporation or business entity violating this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be subject to a fine not to exceed the sum of Five Hundred Dollars (\$500.00), and each and every day such violation shall continue shall constitute a separate offense.

SECTION 13

This Ordinance shall become effective from and after its passage and publication.

**DULY PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF
THE CITY OF JOSHUA, TEXAS, ON THIS 21ST DAY OF APRIL, 2020.**

Joe Hollarn, Mayor

ATTEST:

Alice Holloway, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, City Attorney

CITY COUNCIL MEETING - STAFF REPORT		
AGENDA DATE: March 19, 2020	ITEM: G1	SUBJECT: 1 st United Methodist Church re-plat
STAFF RESOURCE:	A. Maldonado	
PREVIOUS COUNCIL ACTION (if any):	N/A	
ACTION PROPOSED:	Review & Discussion	

BACKGROUND

This property and the vicinity have been replatted numerous times, the latest of which was done in 2007 in order for the First United Methodist Church to sell a portion to The Huddle House Restaurant. At that time, the applicant submitted an application for a Replat to include Lots 3-A & 4-A Block I and Lot 2-R-3, Block I of the Joshua Plaza Addition, which became Lots 3-A-R1 and 3-A-R2, Block I of the Joshua Plaza Addition. The First United Methodist Church purchased Lot 3A-R1 and The Huddle House purchased Lot 3-AR2. These two (2) lots are dual zoned, the frontage being zoned C-1, Commercial and the rear being zoned R-1, Single Family Residential.

On October 17, 2019, the City Council held a public hearing and heard this request and tabled the motion until the applicant executed the Developer Agreement. The applicant has since executed this agreement.

Staff Recommendation:

N/A

ATTACHMENTS:

1. Planning Consultant Staff Report
2. Development Agreement
3. Re-Plat

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

STAFF REPORT

TO: Members of the Planning and Zoning Commission
VIA: Aaron Maldonado, Director of Community Development
FROM: Karen K. Mitchell, Planning Consultant
DATE OF MEETING: March 19, 2020

RE: Consider the Replat of Lots 3-A-R1-A and 3-A-R1-B Joshua Plaza being a replat of all of Lot 3-A-R1, Joshua Plaza Addition to the City of Joshua, Johnson County, Texas and recorded in Vol. 7, Page 799, PR. Johnson Co, Texas and containing 10.828 acres of land. This property is located west of Highway 174, south of Paula Drive. This request was tabled at the City Council meeting of October 17, 2019.

HISTORY- This property and the vicinity have been replatted numerous times, the latest of which was done in 2007 in order for the First United Methodist Church to sell a portion to The Huddle House Restaurant. At that time, the applicant submitted an application for a Replat to include Lots 3-A & 4-A Block I and Lot 2-R-3, Block I of the Joshua Plaza Addition, which became Lots 3-A-R1 and 3-A-R2, Block I of the Joshua Plaza Addition. The First United Methodist Church purchased Lot 3A-R1 and The Huddle House purchased Lot 3-AR2. These two (2) lots are dual zoned, the frontage being zoned C-1, Commercial and the rear being zoned R-1, Single Family Residential.

On October 17, 2019, the City Council heard this request and tabled the motion until the applicant executed the Developer Agreement. The applicant has since executed this agreement.

SURROUNDING ZONING: South of this site, properties are zoned R-1 with the land use being single family residential. To the west of this site, the property is zoned R-4 and contains multifamily uses and R-1, single family residential. There are several lots from the initial plat or replat which face 174 and are dual zoned R-1 and C-1.

UTILITIES:

Water/Wastewater: This property is being served water and wastewater by Johnson County Special Utility District. The City is in receipt of a letter from JSCUD stating there is adequate service available for new development.

Drainage: Because the owner doesn't have plans for how the vacant lot will be developed, the City's Attorney has included a provision within a Developer Agreement stating that drainage easements may be required during the site planning phase and that no grading permit will be issued until there is an approved site plan.

Transportation: Lot 3-A-R1-A has frontage along Highway 174 and Paula Drive. Lot 3-A-R1-B has frontage along Highway 174 and in the southwest corner, Crest Drive. All drive approaches will be reviewed during the site planning process and may require approval of TXDOT, if new approaches are proposed on Highway 174.

Other utilities: Prior to this plat being recorded with Johnson County, the applicant will be required to submit letters of approval from all utility companies.

RECOMMENDATION: Approval.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between the City of Joshua, Texas ("City"), and the First United Methodist Church ("Owner") (individually, a "Party" and collectively, the "Parties") to be effective (the "Effective Date") on the latest date executed by a Party.

WHEREAS, the City is a home-rule municipal corporation, located in Johnson County, Texas, organized and existing under the laws of the State of Texas; and

WHEREAS, Owner is in the process of developing the Joshua Plaza subdivision, which property is more particularly described and depicted in Exhibit A, attached hereto and incorporated by reference (the "Property"); and

WHEREAS, Owner desires to construct on the Property structures consistent with the R-1, "Single-Family Residential District," and the C-1, "Restricted Commercial," zoning requirements contained in the City's Zoning Ordinance, as amended; and

WHEREAS, Owner at a later date shall be required to provide the City with a site plan and drainage study, acceptable to the City Engineer, which shall reflect any necessary drainage and/or utility easements, to which conditions Owner agrees; and

WHEREAS, subject to the terms of this Agreement, Owner agrees and acknowledges that it will construct on the Property structures consistent with the masonry and building materials standards referenced in this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Parties to this Agreement agree as follows:

1. Building Materials for Construction of Structures on the Property.

A. For that portion of the Property with R-1, "Single-Family Residential District," zoning, Owner agrees to construct any structures on the Property in accordance with the following standards: the structures shall be constructed of exterior fire-resistant material having at least eighty percent (80%) of the total exterior walls to the top plate, excluding doors, windows and porches, as masonry construction. For purposes of this Agreement, "masonry" shall be defined as that form of construction composed of brick, stone or decorative split face block or combination of these materials laid up unit by unit and set in mortar with a natural finish; and "masonry" shall not include exterior insulated finish systems (EIFS).

B. For that portion of the Property with C-1, "Restricted Commercial," zoning, Owner agrees to construct any structures on the Property as follows: All principal buildings and structures shall be constructed of masonry material having at least eighty percent (80%) of the total front exterior walls and fifty percent (50%) of the total side and rear

exterior walls, excluding doors, windows, and porches, as masonry construction. "Masonry" shall be defined as in Subparagraph A of this Paragraph.

2. **Site Plan, Drainage Study and Utility Easements.** Prior to any grading or other work on the Property, Owner shall submit to the City a site plan and drainage study, acceptable to the City Engineer, which shall reflect any necessary drainage and/or utility easements.

3. **Applicability of City Ordinances.** Owner shall construct all structures on the Property in accordance with all applicable City ordinances and building/construction codes, whether now existing or arising prior to such construction in the future.

4. **Default.** No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If either Party is in default under this Agreement, the other Party shall have the right to enforce the Agreement in accordance with applicable law, provided, however, in no event shall any Party be liable for consequential or punitive damages.

5. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Johnson County, Texas. Exclusive venue for any action arising under this Agreement shall lie in Johnson County, Texas.

6. **Notice.** Any notices required or permitted to be given hereunder (each, a "Notice") shall be given by certified or registered mail, return receipt requested, to the addresses set forth below or to such other single address as either party hereto shall notify the other:

If to the City: City of Joshua
 101 S. Main Street
 Joshua, Texas 76088
 Attention: City Manager

If to Owner: First United Methodist Church
 P.O. Box 376
 Joshua, Texas 76058
 Attn: Darrell Gregory, Trustee

7. **Prevailing Party.** In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

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

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

10. **Binding Agreement.** A telecopied facsimile or pdf of a duly executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms herein.

11. **Authority to Execute.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The City warrants and represents that the individual executing this Agreement on behalf of the City has full authority to execute this Agreement and bind the City to the same. Owner warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Owner to the same. The City Council hereby authorizes the City Manager of the City to execute this Agreement on behalf of the City.

12. **Filing in Deed Records.** This Agreement, and any and all subsequent amendments to this Agreement, shall be filed in the deed records of Johnson County, Texas.

13. **Mediation.** In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to non-binding mediation.

14. **Notification of Sale or Transfer; Assignment of Agreement.** Owner shall notify the City in writing of any sale or transfer of all or any portion of the Property, within ten (10) business days of such sale or transfer. Owner has the right (from time to time without the consent of the City, but upon written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Owner under this Agreement, to any person or entity (an "Assignee") that is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control with Owner. Each assignment shall be in writing executed by Owner and the Assignee and shall obligate the Assignee to be bound by this Agreement with respect

to the portion of the Property transferred to Assignee. If the Property is transferred or owned by multiple parties, this Agreement shall only apply to, and be binding on, such parties to the extent of the Property owned by such successor owner, and if the Owner or any Assignee is in default under this Agreement, such default shall not be an event of default for any non-defaulting Assignee which owns any portion of the Property separate from the defaulting Owner or Assignee. A copy of each assignment shall be provided to the City within ten (10) business days after execution. Provided that the successor owner assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement with respect to the Property transferred to the successor owner, the assigning party will be released from any rights and obligations under this Agreement as to the Property that is the subject of such assignment, effective upon receipt of the assignment by the City. No assignment by Owner shall release Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment. Owner shall maintain true and correct copies of all assignments made by Owner to Assignees, including a copy of each executed assignment and the Assignee's Notice information.

15. Sovereign Immunity. The Parties agree that the City has not waived its sovereign immunity from suit by entering into and performing its obligations under this Agreement.

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

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

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

19. Exactions/Infrastructure Costs. Owner has been represented by legal counsel in the negotiation of this Agreement and been advised or has had the opportunity to have legal counsel review this Agreement and advise Owner, regarding Owner's rights under Texas and federal law. Owner hereby waives any requirement that the City retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions required by the City in this Agreement are roughly proportional or roughly proportionate to the proposed development's

anticipated impact. Owner specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government Code; however, notwithstanding the foregoing, Owner hereby releases the City from any and all liability under § 212.904 of the Texas Local Government Code, as amended, regarding or related to the cost of those municipal infrastructure requirements imposed by this Agreement.

20. Waiver of Texas Government Code § 3000.001 et seq. With respect to the improvements constructed on the Property pursuant to this Agreement, Owner hereby waives any right, requirement or enforcement of Texas Government Code §§ 3000.001-3000.005, effective as of September 1, 2019.

21. Rough Proportionality. Owner hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution with respect to infrastructure requirements imposed by this Agreement. Owner and the City further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the terms of this Agreement, with respect to infrastructure requirements imposed by this Agreement.

22. Time. Time is of the essence in the performance by the Parties of their respective obligations under this Agreement.

23. Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third-party beneficiaries by entering into this Agreement.

24. Amendment. This Agreement shall not be modified or amended except in writing signed by the Parties. A copy of each amendment to this Agreement, when fully executed and recorded, shall be provided to each Party, Assignee and successor owner of all or any part of the Property; however, the failure to provide such copies shall not affect the validity of any amendment.

25. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all 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 any Party shall not apply.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the date referenced herein.

CITY:

THE CITY OF JOSHUA, TEXAS

By: _____

Name: Josh Jones

Title: City Manager, City of Joshua

STATE OF TEXAS)

)

COUNTY OF JOHNSON)

This instrument was acknowledged before me on the ____ day of March, 2020, by _____, City Manager of the City of Joshua, Texas, on behalf of the City of Joshua, Texas.

Notary Public, State of Texas
My Commission Expires:_____

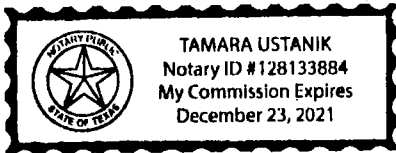
OWNER:

FIRST UNITED METHODIST CHURCH

By: Darrell Gregory
Darrell Gregory, Trustee

STATE OF TEXAS)
)
COUNTY OF JOHNSON)

This instrument was acknowledged before me on the 19 day of February, 2020, by Darrell Gregory, known to be the person whose name is subscribed to the foregoing instrument, and that he executed the same on behalf of and as the act of such Owner.



Tamara Ustanić
Notary Public, State of Texas
My Commission Expires: 12-23-2021

EXHIBIT A
(Property Description)

EAC 01/27/19

City of Joshua Re-Plat Application

APPLICANT NAME: First United Methodist Church, Joshua, TX DATE: 1/14/19
SUB-DIVISION NAME: Joshua Plaza
PROPOSED LEGAL DESCRIPTION: Lot 3-A-R3, Block 1, Joshua Plaza ACRES: 3.833
CURRENT ZONING: R-1 PROPOSED ZONING: R-1
BEING PLATTED AS: LOTS: 3-A-R3 BLOCKS: 1 PHASES: _____
CURRENT LEGAL DESCRIPTION: Lot 3-A-R1, Block 1, Joshua Plaza (2114 PAULADR)

OWNER OF RECORD: First United Methodist Church, Joshua, TX
ADDRESS: P.O. Box 376 PHONE: (817) 201-9022
CITY: Joshua STATE: TX ZIP: 76058

SURVEYOR: Sempco Surveying, Inc. GEORGE R. HILL, RPLS 6022
ADDRESS: 3208 S. Main St. PHONE: (817) 926-7876
CITY: Fort Worth STATE: TX ZIP: 76131

ENGINEER: _____
ADDRESS: _____ PHONE: _____
CITY: _____ STATE: _____ ZIP: _____

DEVELOPER: Darrell Gregory
ADDRESS: PO Box 376 PHONE: (817) 201-9022
CITY: Joshua STATE: TX ZIP: 76058

Owner
APPLICANT SIGNATURE: Darrell Gregory DATE: 1/28/2019
OWNER SIGNATURE: _____ DATE: _____
SURVEYOR SIGNATURE: George R Hill DATE: 1/15/19
ENGINEER SIGNATURE: _____ DATE: _____
DEVELOPER SIGNATURE: _____ DATE: _____

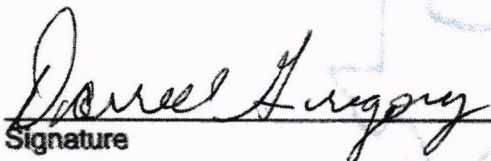
To: Planning & Development Department
City of Joshua, Texas

From: Applicant: Darrell Gregory

Address: P.O. Box 376 Joshua, TX 76058

Chapter 212, Section 212.009(a) of the Texas Local Government Code states, "The municipal authority responsible for approving plats shall act on a plat within 30 days after the date the plat is filed."

Please accept this letter as a waiver of our rights under Chapter 212, Section 212.009 of the Texas Local Government Code regarding approval of a plat within thirty (30) days of the plat filing.


Signature

Darrell Gregory
Printed Name

1/28/19
Date

TAX CERTIFICATE FOR ACCOUNT : 126-3485-00020

PAGE 1 OF 1

AD NUMBER: R000050456

DATE : 6/27/2019

GF NUMBER:

FEE : \$10.00

CERTIFICATE NO : 11523848

PROPERTY DESCRIPTION

COLLECTING AGENCY

LOT 3AR1|BLK 1|JOSHUA PLAZA|12
6.5534.01321|REPLAT

Johnson County

P O BOX 75

CLEBURNE TX 76033-0075

0000114 PAULA DR

10.834 ACRES

REQUESTED BY

PROPERTY OWNER

FIRST UNITED METHODIST CHURCH

FIRST UNITED METHODIST CHURCH

P O BOX 376

JOSHUA TX 760580000

P O BOX 376

JOSHUA TX 760580000

THIS IS TO CERTIFY THAT, AFTER A CAREFUL CHECK OF THE RECORDS OF THE JOHNSON COUNTY TAX OFFICE, THE FOLLOWING DELINQUENT TAXES, PENALTIES, AND INTEREST ARE DUE ON THE DESCRIBED PROPERTY.

THE ABOVE DESCRIBED PROPERTY TAX HAS/IS RECEIVING SPECIAL APPRAISAL BASED ON ITS USE, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL APPRAISAL. (IF APPLICABLE)

CURRENT VALUES			
LAND MKT VALUE:	696,107	IMPROVEMENT :	4,659,075
AG LAND VALUE:	0	DEF HOMESTEAD:	0
APPRAISED VALUE:	5,355,182	LIMITED VALUE:	0
EXEMPTIONS:	Full		
LAWSUITS:			

YEAR	TAX UNIT	LEVY	PEN	INT	DEF INT	ATTY	AMOUNT DUE
2018	CITY OF JOSHUA	0.00	0.00	0.00	0.00	0.00	0.00
2018	EMER SERV DISTRICT 1	0.00	0.00	0.00	0.00	0.00	0.00
2018	FARM TO MARKET LTRD	0.00	0.00	0.00	0.00	0.00	0.00
2018	HILL COLL-JOSHUA	0.00	0.00	0.00	0.00	0.00	0.00
2018	Johnson County	0.00	0.00	0.00	0.00	0.00	0.00
2018	JOSHUA ISD	0.00	0.00	0.00	0.00	0.00	0.00
2018 SUB TOTAL							\$0.00

TOTAL CERTIFIED TAX DUE 6/2019 :

\$ 0.00

ISSUED TO :

FIRST UNITED METHODIST CHURCH

ACCOUNT NUMBER:

126-3485-00020

CERTIFIED BY :

Miah McDougle

JOHNSON COUNTY

There may be a cost and/or
Fees that are unknown to the
Johnson County Tax office



TAX CERTIFICATE FOR ACCOUNT : 126-5534-01321

PAGE 1 OF 1

AD NUMBER: P000089219

DATE : 6/27/2019

GF NUMBER:

FEE : \$10.00

CERTIFICATE NO : 11523849

PROPERTY DESCRIPTION

COLLECTING AGENCY

BUSINESS|126.3485.00020

Johnson County

P O BOX 75

CLEBURNE TX 76033-0075

0000114 PAULA DR

0 ACRES

REQUESTED BY

PROPERTY OWNER

FIRST UNITED METHODIST CHURCH

FIRST UNITED METHODIST CHURCH

P O BOX 376

JOSHUA TX 760580000

P O BOX 376

JOSHUA TX 760580000

THIS IS TO CERTIFY THAT, AFTER A CAREFUL CHECK OF THE RECORDS OF THE JOHNSON COUNTY TAX OFFICE, THE FOLLOWING DELINQUENT TAXES, PENALTIES, AND INTEREST ARE DUE ON THE DESCRIBED PROPERTY.

THE ABOVE DESCRIBED PROPERTY TAX HAS/IS RECEIVING SPECIAL APPRAISAL BASED ON ITS USE, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL APPRAISAL. (IF APPLICABLE)

CURRENT VALUES			
LAND MKT VALUE:	0	IMPROVEMENT :	0
AG LAND VALUE:	0	DEF HOMESTEAD:	0
APPRAISED VALUE:	200,000	LIMITED VALUE:	0
EXEMPTIONS:	Full		
LAWSUITS:			

YEAR	TAX UNIT	LEVY	PEN	INT	DEF INT	ATTY	AMOUNT DUE
2018	CITY OF JOSHUA	0.00	0.00	0.00	0.00	0.00	0.00
2018	EMER SERV DISTRICT 1	0.00	0.00	0.00	0.00	0.00	0.00
2018	FARM TO MARKET LTRD	0.00	0.00	0.00	0.00	0.00	0.00
2018	HILL COLL-JOSHUA	0.00	0.00	0.00	0.00	0.00	0.00
2018	Johnson County	0.00	0.00	0.00	0.00	0.00	0.00
2018	JOSHUA ISD	0.00	0.00	0.00	0.00	0.00	0.00
2018 SUB TOTAL							\$0.00

TOTAL CERTIFIED TAX DUE 6/2019 :

\$ 0.00

ISSUED TO :

FIRST UNITED METHODIST CHURCH

ACCOUNT NUMBER:

126-5534-01321

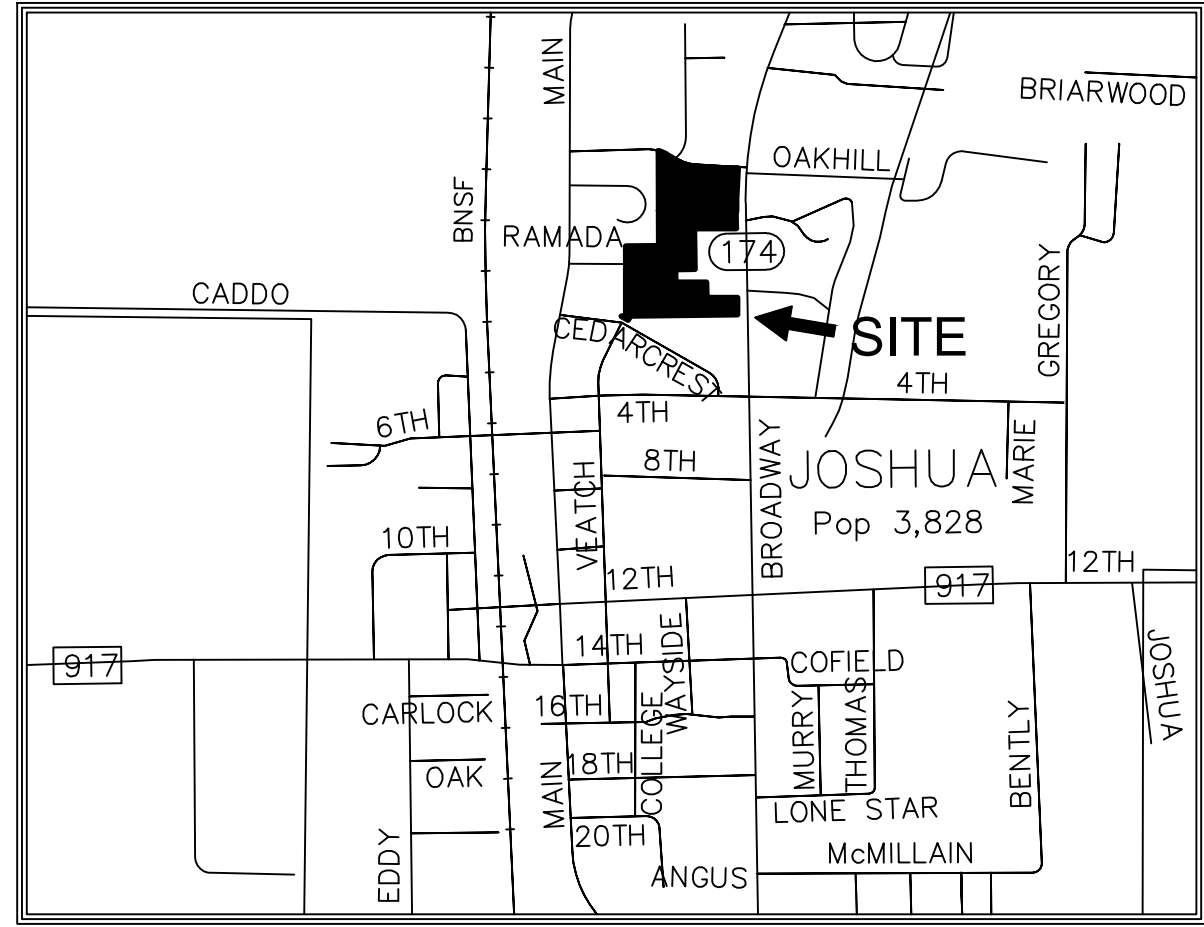
CERTIFIED BY :

Muhammad

JOHNSON COUNTY

There may be a cost and/or
Fees that are unknown to the
Johnson County Tax office





-VICINITY MAP NOT TO SCALE-

Utility Easement Restrictions:

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 Restrictions:

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, walks, signs, trees, shrubs, cars, trucks, etc., in the public open space easement as shown on the plat.

Covenants/Restrictions:

This plat does not alter or remove existing deed restrictions or covenants, if any, on this property.

Note:

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.

APPROVED:

MAYOR, CITY OF JOSHUA, TEXAS DATE

ATTEST:

CITY SECRETARY DATE

RECOMMENDED FOR FINAL APPROVAL:

CHAIRMAN, PLANNING & ZONING COMMISSION DATE

ATTEST:

CITY SECRETARY DATE

I hereby certify that the above and foregoing plat of _____ Addition to the City of Joshua, Texas, was approved by the City Council of the City of Joshua on the _____ day of _____, 2012.

This approval shall be invalid unless the approved plat for such addition is recorded in the office of the County Clerk of _____ 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 _____, 2012.

City Secretary

SURVEYOR
Sempco Surveying, Inc.
3208 S. Main St.
Fort Worth, TX 76110
TEL: (817) 926-7876
GEO: (817) 926-7876
george@sempcosurveying.com

OWNER/DEVELOPER
First United Methodist Church of Joshua
Darrell Gregory, Head Trustee
PO Box 376 Joshua, TX 76058
(817) 201-8022
Gregory.darrell@att.net

THIS IS TO CERTIFY THAT I, GEORGE R. HILL, 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, TEXAS.

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHOULD NOT VIEWED OR RELIED UPON AS A FINAL SURVEY

GEORGE R. HILL, SURVEYOR
TEXAS R.P.L.S. NO. 6022

DATE: _____
Project No. 11253-PLAT

Sempco Surveying Inc.
3208 S. MAIN ST. FORT WORTH, TX 76110-4278
TEL: (817) 926-7876 FAX: (817) 926-7878
GEO: (817) 926-7876
Website: sempcosurveying.com Firm Registration Number: 10094505 Copyright 2019

Original Scale : 1" = 50'
Graphic Scale in Feet
0 25 50 100

Bearings are based on NAD 83 Grid,
North Central Zone, Texas State Plane
Coordinate System.

- LEGEND -

I.P.F.	IRON PIN FOUND
I.P.S.	IRON PIN SET
ROW	RIGHT-OF-WAY
VOL.	VOLUME
PG.	PAGE
D.R., J.Co., Tx.	DEED RECORDS, JOHNSON COUNTY, TEXAS
P.R., J.Co., Tx.	PLAT RECORDS, JOHNSON COUNTY, TEXAS
§	APPROX. SURVEY LINE
BL	BUILDING LINE
U.E.	UTILITY EASEMENT

Zoning and yard requirements (setbacks)

R1=Single Family Residential (25' front yard, 5' side yard
interior, 15' side yard street, 20' rear yard)
R-4=Multiple Family Residential - High Density (20' front yard,
20' side yard, 20' street yard, 20' rear yard)
C-1 Restricted Commercial

Notes:

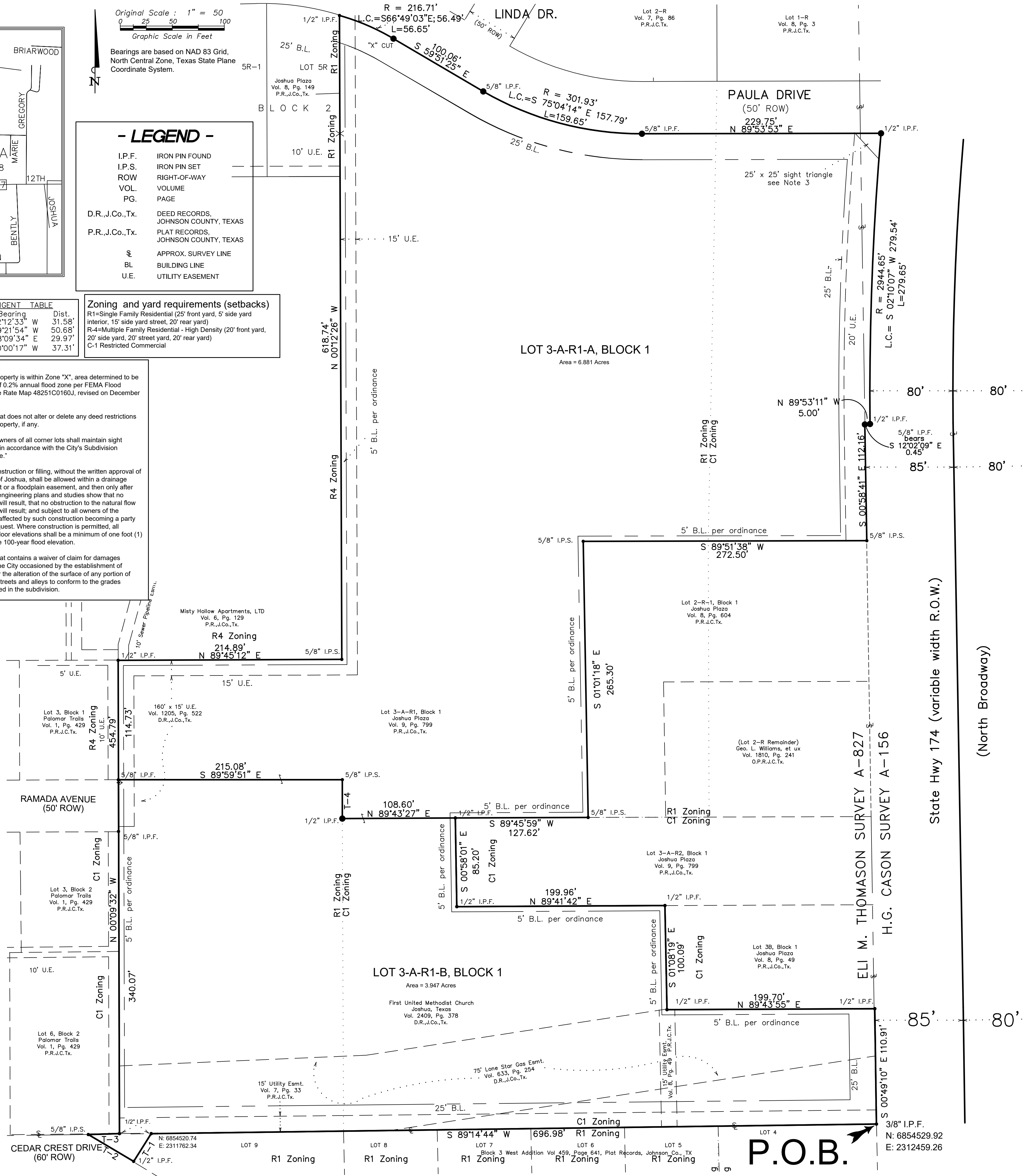
1) This property is within Zone "X", area determined to be outside of 0.2% annual flood zone per FEMA Flood Insurance Rate Map 48251C0160J, revised on December 4, 2012.

2) This plat does not alter or delete any deed restrictions on this property, if any.

3) The owners of all corner lots shall maintain sight triangles in accordance with the City's Subdivision Ordinance."

4) 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.

5) This plat contains a waiver of claim for damages against the City occasioned by the establishment of grades or the alteration of the surface of any portion of existing streets and alleys to conform to the grades established in the subdivision.



Owner's Acknowledgement & Dedication

State of Texas §
County of Johnson §

Whereas, First United Methodist Church, Joshua, Texas, Darrell Gregory Head Trustee, is the sole owner of all that certain Lot, Parcel, or Tract of land designated as Lot 3-A-R1, Block 1, Joshua Plaza as recorded in Volume 9, Page 799, Plat Records, Johnson County, Texas (P.R., J.Co., Tx) situated in the Eli M. Thomason Survey, Abstract No. 827, W.W. Byers Survey, Abstract No. 29 and the H.G. Cason Survey, Abstract No. 156, Johnson County, Texas, according to the deed recorded in Volume 4209, Page 378, Deed Records, Johnson County, Texas (D.R., J.Co., Tx), being and being more particularly described by metes and bounds as follows:

Beginning at a 3/8 inch iron pin found in the Westerly right of way (R.O.W.) of State Highway 174 (variable width R.O.W.) for the common Southeast corner of said Lot 3-A-R1, Northeast corner of Lot 4, Block 3 of the West Addition, as recorded in Volume 459, Page 641 P.R., J.Co., Tx;

THENCE departing said Westerly R.O.W., and with the common North line of said Lot 4 and North line of Lots 5-9, Block 3 of said West addition South 89 degrees 14 minutes 44 seconds West, a distance of 696.98 feet to a 1/2 inch iron pin found for the common Northwest corner of said Lot 9;

THENCE with the common Northwesterly line of said Lot 9, Block 3 South 32 degrees 12 minutes 33 seconds West a distance of 31.58 feet to a 1/2 inch iron pin found for the common Southerly Northwest corner of said Lot 9, Block 3, said point being in the Northerly R.O.W. of Cedar Crest Drive;

THENCE with said Northerly R.O.W. North 59 degrees 21 minutes 54 seconds West a distance of 50.68 feet to a capped 5/8 inch iron pin stamped "Sempco Surveying" set in the common South line of Lot 6, Block 2 of Palomar Trails, as recorded in Volume 1, Page 429 P.R., J.Co., Tx.;

THENCE departing said Northerly R.O.W. North 88 degrees 09 minutes 34 seconds East a distance of 29.97 feet to a 1/2 inch iron pin found for the common Southeast corner of said Lot 6, Block 2;

THENCE with the common East line of said Lot 6, Block 2, East line of Lot 3, Block 2, with the Easterly R.O.W. of Ramada Avenue, and with the common East line of Lot 3, Block 1 of said Palomar Trails, North 00 degrees 09 minutes 32 seconds West a distance of 454.79 feet to a capped 5/8 inch iron pin stamped "Sempco Surveying" set for the common Northeast corner of said Lot 3, Block 1, in the common South line of that certain tract of land conveyed to Misty Hollow Apartments, Ltd by deed filed in Volume 1196, Page 0969, D.R., J.Co., Tx.;

THENCE with said common South line South 89 degrees 45 minutes 12 seconds East a distance of 214.89 feet to a capped 5/8 inch iron pin stamped "Sempco Surveying" set for the Southeast corner of said Misty Hollow Apartments, Ltd tract;

THENCE with the common East line of said Misty Hollow Apartments, Ltd and the East line of Lot 5R, Block 2, Joshua Plaza Addition, as recorded in Volume 8, Page 152, P.R., J.Co., Tx. North 00 degrees 12 minutes 26 seconds West a distance of 618.74 feet to a 1/2 inch iron pin found for the common Northeast corner of said Lot 5R and in the South R.O.W. of Paula Drive (50' R.O.W.) being in a curve to the right having a radius of 216.71 feet, and a long chord bearing South 66 degrees 49 minutes 03 seconds East 56.49 feet;

THENCE Southeasterly with the arc of said curve for a length of 56.65 feet to an "x" scribed in concrete for corner;

THENCE, continuing with said common South R.O.W., South 59 degrees 32 minutes 25 seconds East a distance of 100.06 feet to a 5/8 inch iron pin found for corner at the beginning of a curve to the left having a radius of 301.93 and a long chord bearing South 75 degrees 04 minutes 14 seconds East a distance of 157.79 feet;

THENCE, Southeasterly with the arc of said curve for a length of 159.65 feet to a 5/8 inch iron pin found for corner;

THENCE, continuing with said R.O.W., North 89 degrees 53 minutes 53 seconds East a distance of 229.75 feet to a 1/2 inch iron pin found for the Northeast corner of this tract in the West R.O.W. of said State Highway No. 174, in a curve to the left having a radius of 2944.65 feet and a long chord bearing South 02 degrees 10 minutes 07 seconds West, 279.54 feet;

THENCE Southerly with the arc of said curve for a length of 279.65 feet to 1/2 inch iron pin found for corner;

THENCE, continuing with said R.O.W., North 89 degrees 53 minutes 11 seconds West a distance of 5.00 feet to a point for corner from which a 5/8 inch iron pin bears South 12 degrees 02 minutes 11 seconds West a distance of 0.45 feet;

THENCE, continuing with said R.O.W. South 00 degrees 58 minutes 41 seconds East a distance of 112.16 feet to a 5/8 inch iron pin found for the common Northeast corner of Lot 2-R-1, Block 1, Joshua Plaza Addition, as recorded in Volume 8, Page 604, P.R., J.Co., Tx.;

THENCE leaving said R.O.W. and with the common North line of said Lot 2-R-1 South 89 degrees 51 minutes 38 seconds West a distance of 272.50 feet to a 5/8 inch iron pin set for the common Northwest corner of said Lot 2-R-1;

THENCE with the common West line of said Lot 2-R-1 South 01 degrees 01 minutes 18 seconds East a distance of 265.36 feet to a 5/8 pin set for the Southwest corner of said Lot 2-R-1, in the North line of Lot 3-A-R2, Block 1, Joshua Plaza Addition as recorded in Volume 9, Page 799 P.R., J.Co., Tx.;

THENCE, with the common North line of said Lot 3-A-R2 South 89 degrees 45 minutes 59 seconds West a distance of 127.62 feet to a 1/2 inch iron pin found for the Northwest corner of said Lot 3-A-R2;

THENCE, with the common West side of said Lot 3-A-R2, South 00 degrees 58 minutes 01 seconds East a distance of 85.20 feet to a 1/2 inch iron pin found for the Southwest corner of said Lot 3-A-R2;

THENCE with the common South line of said Lot 3-A-R2, North 89 degrees 41 minutes 42 seconds East a distance of 199.96 feet to a 1/2 inch iron pin found for the common Northwest corner of 3B, Block 1 Joshua Plaza Addition, as recorded in Volume 8, Page 49 P.R., J.Co., Tx.;

THENCE with the common North line of said Lot 3B North 89 degrees 43 minutes 55 seconds East a distance of 199.70 feet to a 1/2 inch iron pin found for the common Southeast corner of Lot 3B of said Joshua Plaza Addition, and being in the Westerly R.O.W. of said State Highway 174;

THENCE with said Westerly R.O.W. South 00 degrees 49 minutes 10 seconds East a distance of 110.91 feet to the Point of Beginning, containing some 10.828 acres, more or less.

State of Texas §
County of Johnson §

I (We), the undersigned owner of the land shown on this plat, and designated herein as Lot 3-A-R1-A and Lot 3-A-R1-B, Block 1, Joshua Plaza, an addition to the city of Joshua, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all rights-of-way, streets, alleys, parks, water courses, drains, easements and public places thereon shown for the purpose and consideration therein expressed.

I (We) further certify that all other parties who have a mortgage or lien interest in the Lot 3-A-R1-A and Lot 3-A-R1-B, Block 1, Joshua Plaza have been notified and signed this plat. I further acknowledge that the dedications and / or exactions made herein are proportional to the impact of the subdivision upon the public services required. This plat does not alter or remove existing deed restrictions or covenants, if any, on this property.

Owner:
Darrell Gregory, Head Trustee,
First United Methodist Church, Joshua, Texas

State of Texas §
County of Johnson §

Before me, the undersigned authority on this day, personally appeared _____, known to me or proved to me to be the person whose name is subscribed onto the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and considerations herein expressed.

Notary Public, State of Texas Notary name (printed) _____

My commission expires: _____

Lienholder's Ratification

State of Texas §
County of _____ §

Whereas _____, acting by and through the under signed, its duly authorized agent, is (are) the lien holder(s) of the property described hereon, does (do) hereby ratify all dedications and provisions of this plat as shown.

By: _____ Printed name of authorized agent, title, Lien Holder

State of Texas §
County of Johnson §

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration expressed and in the capacity therein stated and as the act and deed of said _____.

Given upon my hand and seal of office this _____ day of _____, 2012.

Notary Public, State of Texas Notary name (printed) _____

My commission expires: _____

A REPLAT SHOWING
**LOT 3-A-R1-A & LOT 3-A-R1-B
JOSHUA PLAZA**

Being a Replat of all of Lot 3-A-R1, Block 1, Joshua Plaza an addition to the City of Joshua, Johnson County, Texas as recorded in Volume 9, Page 799, P.R., J.Co., Tx. containing a gross acreage of 10.828 acres.

The purpose of this plat is to
create 2 lots out of
1 previously platted lot.

Case No. _____

September 13, 2019

CITY OF JOSHUA
ORDER OF MAYOR JOE HOLLARN
DATE ORDER ISSUED: MARCH __, 2020

The virus that causes 2019 Coronavirus Disease (COVID-19) is easily transmitted through person to person contact, especially in group settings, and it is essential that the spread of the virus be slowed to protect the ability of public and private health care providers to handle the influx of new patients and safeguard public health and safety. Because of the risk of the rapid spread of the virus, and the need to protect the most vulnerable members of the community, this Order prohibits community gatherings of 50 persons or more anywhere in the City of Joshua beginning at 12:01 a.m., March __, 2020, as defined by Section 3 herein. For all other gatherings, the City of Joshua, strongly recommends following the social distancing protocols attached to this Order, including canceling, rescheduling, or not attending events with more than 50 persons. Additionally, the City of Joshua, strongly urges high-risk individuals, as defined by the Centers for Disease Control and Prevention (CDC), to cancel, reschedule, or not attend events that will have or will likely have 10 or more people.

UNDER THE AUTHORITY OF TEXAS GOVERNMENT CODE CHAPTER 418 SECTION 108, JOSHUA MAYOR JOE HOLLARN ORDERS:

1. Effective as of 12:01 a.m., March __, 2020, public or private Community Gatherings (as defined in Section 3 below) are prohibited anywhere in the city of Joshua.
2. In addition, the Centers for Disease Control and Prevention and Texas Department of State Health Services ("Health Authority") strongly recommend canceling, rescheduling, or not attending events with more than 50 persons. The City of Joshua, strongly urges organizations that serve high-risk populations to cancel gatherings of more than 10 people. These recommendations are based on the "Implementation of Mitigation Strategies for Communities with Local COVID-19 Transmission" issued by the United States Centers for Disease Control and Prevention ("CDC"). The City of Joshua urges people to not attend non-essential gatherings during the duration of this Order in order to help slow down the spread of the COVID-19 virus.
3. Definitions.
 - a. For purposes of this Order, a "Community Gathering" is any indoor or outdoor event or convening, subject to the exceptions and clarifications below, that brings together or is likely to bring together fifty (50) or more persons at the same time in a single room or other single confined or enclosed space, such as an auditorium, theatre, stadium (indoor or outdoor), arena or event center, meeting hall, conference center, large cafeteria, or any other confined indoor or confined outdoor space.
 - b. A prohibited outdoor "Community Gathering" under this Order includes events in confined outdoor spaces, which means an outdoor space that (i) is enclosed by a fence, physical barrier, or other structure, and (ii) where people are present and they are within arm's length of one another for extended periods.

- c. This Order also does not prohibit gatherings of people in multiple, separate enclosed spaces in a single building such as a multiplex movie theater, school or office tower, so long as 50 people are not present in any single space at the same time. This Order also does not prohibit the use of enclosed spaces where 50 or more people may be present at different times during the day, so long as 50 or more people are not present in the space at the same time. For any gathering covered by this subsection c., the City of Joshua and the Health Authority strongly encourage compliance with the attached Social Distancing Recommendations, including providing hand sanitizer and tissues and increasing cleaning of commonly touched surfaces.
 - d. For purposes of clarity, a "Community Gathering" does not include the following so long as visitors are generally not within arm's length of one another for extended periods: (i) spaces where 50 or more persons may be in transit or waiting for transit such as airports, bus stations or terminals; (ii) office space or residential buildings; (iii) grocery stores, shopping malls, or other retail establishments where large numbers of people are present but it is unusual for them to be within arm's length of one another for extended periods; and (iv) hospitals and medical facilities. In all such settings, the City of Joshua and the Health Authority recommend following the attached Social Distancing Recommendations, and personal hygiene measures such as hand sanitizer and tissue should be provided when possible.
- 4. This Order shall be effective until it is rescinded, superseded, or amended pursuant to applicable law.
 - 5. The City of Joshua must promptly provide copies of this Order by posting on the City of Joshua website. In addition, the owner, manager, or operator of any facility that is likely to be impacted by this Order is strongly encouraged to post a copy of this Order onsite and to provide a copy to any member of the public asking for a copy. If any subsection, sentence, clause, phrase, or word of this order or any application of it to any person, structure, gathering, or circumstance is held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, then such decision will not affect the validity of the remaining portions or applications of this Order.

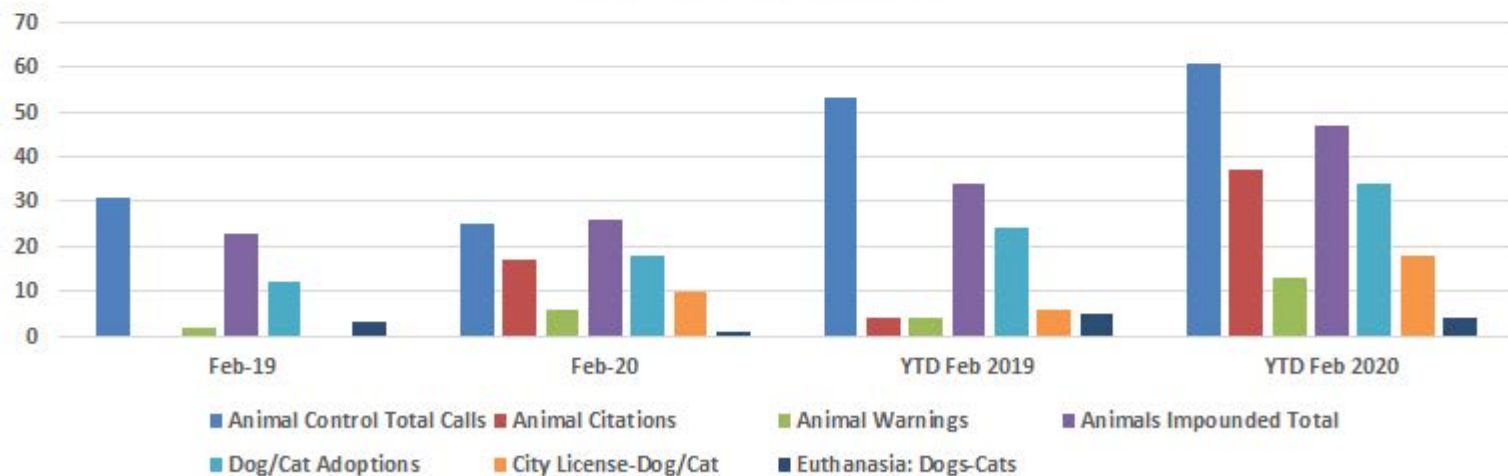
Signed this ____ day of March, 2020.

Joe Hollarn, Mayor
City of Joshua, Texas

JOSHUA ANIMAL CONTROL ACTIVITY STATISTICS

	Feb-19	Feb-20	YTD Feb 2019	YTD Feb 2020
Animal Control Total Calls	31	25	53	61
Animal Citations	0	17	4	37
Animal Warnings	2	6	4	13
Animals Impounded Total	23	26	34	47
Dog/Cat Adoptions	12	18	24	34
City License-Dog/Cat	0	10	6	18
Euthanasia: Dogs-Cats	3	1	5	4

Joshua animal control



Jasco Construction, LLC
4640 E. FM 1187
Burleson, TX 76028

Estimate

Date	Estimate #
3/5/2020	1595

Name / Address
City of Joshua Mike Peacock 101 S. Main St. Joshua, TX 76058

			Project
Description	Qty	Rate	Total
Animal Controll Building			
4" sidewalk 4X186	744	5.25	3,906.00
		Total	\$3,906.00

ALL PERMITS AND FEES ARE THE CUSTOMERS RESPONSIBILITY.

Not to Scale

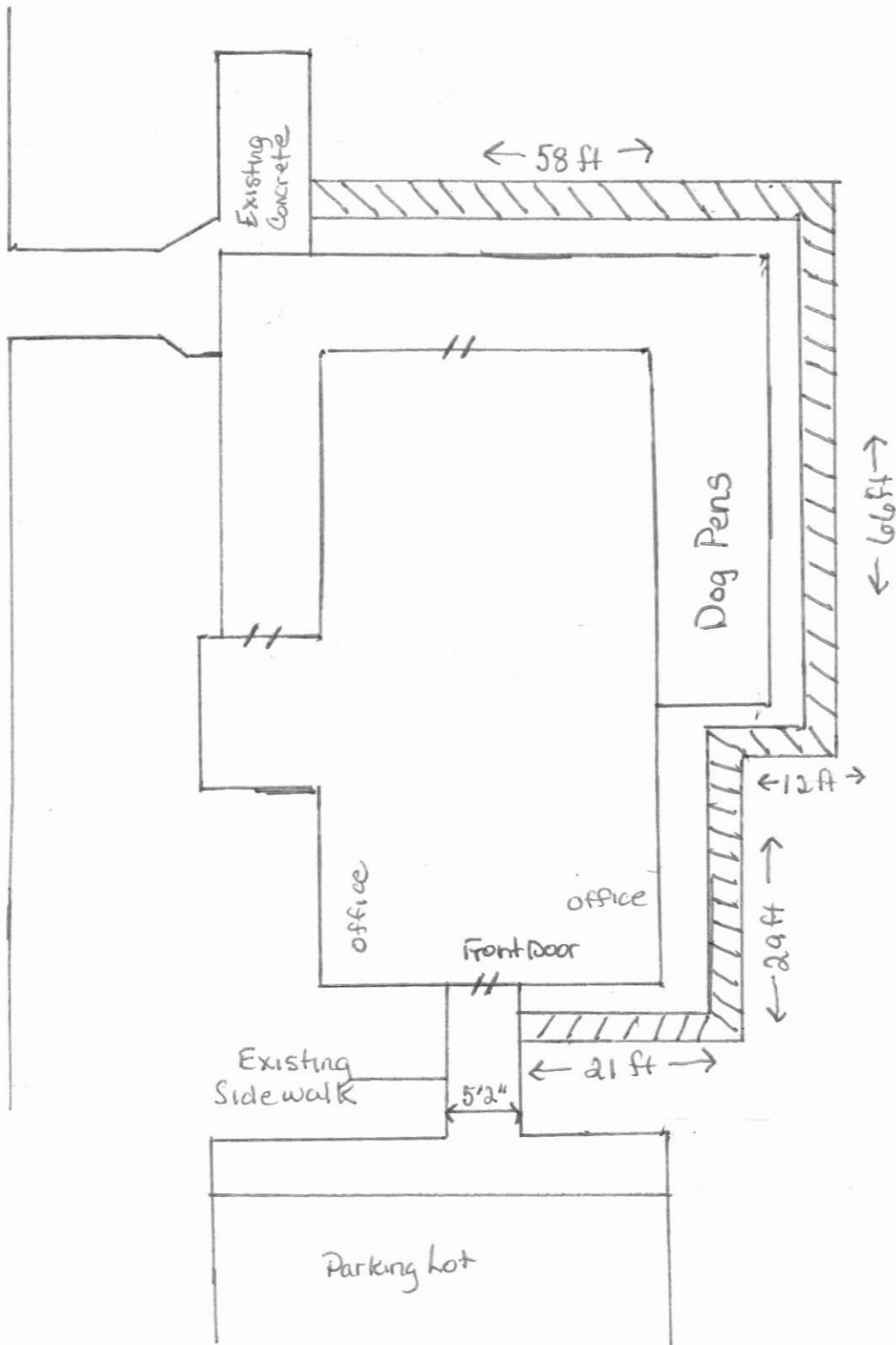
N ↑

Proposed Sidewalk

~~2'4"~~ 4' wide x 186' Long x $\frac{1}{2}$ " Deep

744 SQ. FT.

Santa Fe St



February 2020

The Police Department responded to the report of a shooting about 4 a.m. on February 23. The suspect shot and struck a person he had been residing with in the 1300 block of Conveyor. The victim, struck several times, was able to escape, driving to the Valero located at Broadway and 12th Street where he was treated and transported to JPS in Fort Worth. The suspected shooter was arrested at his residence by JPD about an hour later and the victim was treated and released from the hospital the following day. JPD was aided in the initial response by Burleson PD and JCSO. Texas Rangers provided support in the execution of a search warrant and a drug case that spawned from the investigation was referred to the STOP task force.

Officer Bacanskas completed a hands-on course covering methods of identifying, recording, processing and preserving various types of crime scene evidence. Officer Sosebee successfully completed the departments field training program and was assigned to a shift. The department continued our 2020 Citizen Police Academy meeting each Tuesday evening at Mariposa with officers instructing on a variety of subjects related to policing and the Joshua Police Department.

In other patrol activity, Officers investigated the report that individuals engaged in "Facebook" dispute that culminated in one party pointing of a firearm at the other. The offense occurred in the parking lot of the Vapor Lab, a warrant was obtained and the suspect has been arrested. Four burglaries were reported during February, two involved forced entry at businesses along Broadway, additionally, a battery stolen from an unlocked vehicle at Motel 6 and money was stolen from a resident that is alleged to have been committed by a resident's former cohabitant.

Patrol

Category	February 2020	February 2019	2020 year to date
Dispatched Calls	253	210	495
Arrests	10	3	21
Crash Reports	7	4	12
Traffic Stops	224	184	452
Citations	144	132	305
Outside LE Agency Assist	11	10	22
Reports	44	31	85



Criminal Investigations

Category	February 2020	February 2019	2020 year to date
Part I Offense (Assault, Burglary)	10	3	13
Part II Offense (Theft, DWI, Forgery)	1	2	5
Other (Missing/Deceased/Suspicious)	10	8	21
Total	22	13	39

UCR Crime

Category	February 2020	February 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	2	8
Burglary (bldg. and vehicle)	4	1	6
Larceny	2	0	5
Total	12	3	19

The department has transitioned from UCR to the National Incident Based Reporting System (NIBRS), these statistics are being provided for comparative purposes.

Training

Category	February 2020	Year to date
Computer Based	51 hrs	52 hrs
Classroom	48 hrs	48 hrs
Total	99 Hours	100 Hours

Community Outreach

Category	Date
Citizen Police Academy Tuesdays	01/21/20
Hosted Co. Crime Stoppers Meeting	02/11/20



JISD Owl Pride Meeting	02/06/20
Chamber Mtg	02/19/20
TCOLE Tour of TX	02/26/20

Staffing

Category	Commissioned	Non-Commissioned	Animal Ctrl
Positions	13	2.5	2.5
Vacancies	1	0	0

Promotions and Hiring

No promotions occurred in February. The department hired one experienced officer from Louisiana and he is engaged in field training.

Complaints and Commendations

Category	February 2020	February 2019	Year to date
Commendations	0	0	0
Complaints	0	0	0
	0	0	0

Police Fleet

Unit	Year	Mileage	Service
1 – 125	2007	129,146	Investigations/Admin
2 – 126	2010	127,830	Investigations/Admin
3 – 128	2013	108,331	Patrol
4 – 129*	XXXX	Out of Svc 08/19	Patrol
5 – 130	2013	93,834	Patrol
6 – 131	2016	48,174	Patrol
7 – 132	2017	45,534	Patrol
8 – 133	2019	21,215	Patrol

*Unit 4 was removed from service in August with mechanical and electrical repairs needed. The vehicle had 103,000 miles and was scheduled for replacement in FY2020.



JOSHUA FIRE DEPARTMENT

TO: JOSH JONES, CITY MANAGER; MIKE PEACOCK, DIRECTOR OF OPERATIONS
FROM: JOEY KRATKY, INTERM FIRE CHIEF
SUBJECT: FIRE DEPARTMENT COUNCIL REPORT FOR FEBUARY 2020
DATE: 3/5/2020

	January 2020	February 2020
Total Calls For Month	104	113
Missed Calls	20 (19%)	23 (20%)
Adequately Staffed Calls	53 (51%)	58 (51%)
Without Adequate Staff	31(30%)	32 (29%)
Average Response Time:	9:09	8:42
ESD Automatic Aid Received To City:	5	10
City Calls For Month	73 (70%)	76 (67%)
County Calls for Month	24 (23%)	30 (27%)
Mutual Aid for Month	7 (7%)	7 (6%)
City Calls YTD	73 (70%)	149 (69%)
County Calls YTD	24 (23%)	54 (25%)
Mutual Aid Calls YTD (Giving)	7 (7%)	14 (6%)
Total Calls YTD	104	217
Total Miss Calls YTD	20	43

Numbers in parenthesis show percentage of total call volume.)

City of Joshua

Municipal Court

Performance Measure for Court Clerk

Activity	Feb-20	% Change	Jan-19	% Change	Dec-18
Court Calls	125	-11%	140	56%	90
General Calls	159	-48%	304	63%	187
Court Walk Ins	92	-23%	120	82%	66
General Walk Ins	46	-22%	59	-41%	100
Payments by Email	13	-24%	17	21%	14
Court Emails	19	-54%	41	105%	20
Payments by Phone	24	26%	19	6%	18
Pavillion and Burn permits	3	-25%	4	-97%	136
Letters:					
Show Cause	33	43%	23	44%	16
General	2	-93%	27	800%	3
Attorneys	12	100%	6	0%	6
Late Post Cards	33	-34%	50	85%	27
Units of Mail	32	-14%	37	42%	26
Court Docket					
Bench Trials	0	#DIV/0!	0	-100%	2
Jury Trials	0	#DIV/0!	0		0
Arraignments	18	-25%	24	-11%	27
Violations Entered	163	-9%	180	-10%	200
Violations Closed	120	-22%	153	66%	92
Warrants Issued	87	-8%	95	-15%	112
Warrants Closed	22	47%	15	36%	11
Deferred	16	-30%	23	28%	18
Defensive Driving	8	-50%	16	-6%	17
Time Payment Plans	9	-25%	12	-8%	13
Warrants sent to collection	87	-8%	95	-15%	112
Warrants sent to Omni	87	-8%	95	-15%	112

Deposits are done daily for the court.

City of Joshua
Municipal Court Council Report
From 2/1/2020 to 2/29/2020

3/2/2020 9:59 AM

Violations by Type

Traffic	Penal	City Ordinance	Parking	Other	Total
117	6	21	0	19	163

Financial

State Fees	Court Costs	Fines	Tech Fund	Building Security	Total
\$6,892.76	\$4,228.71	\$7,962.36	\$326.87	\$318.55	\$19,729.25

Warrants

Issued	Served	Closed	Total
0	0	22	22

FTAs/VPTAs

FTAs	VPTAs	Total
3	16	19

Dispositions

Paid	Non-Cash Credit	Dismissed	Driver Safety	Deferred	Total
49	0	71	8	16	144

Trials & Hearings

Jury	Bench	Appeal	Total
0	0	0	0

Omni/Scofflaw/Collection

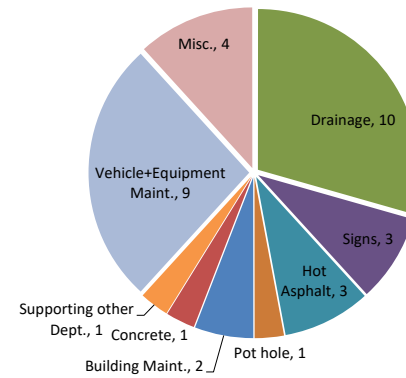
Omni	Scofflaw	Collections	Total
87	0	87	174

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

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Row Mowing																																0
ROW Trimming																																0
Drainage			1	1		1				1		1						1						1	1	1	1					10
Signs				1	1	1																										3
Hot Asphalt			1																1		1											3
Pot hole												1																				1
Building Maint.											1																1					2
Concrete							1																									1
Emergency Services																																0
Crack Seal																																0
Safety Meeting																																0
Supporting other Dept.																									1							1
Vehicle+Equipment Maint.											1	3		2						1				1	1							9
Misc.				1																1								2				4

Chart reflects one per daily occurrence

ROW Mowing	0
ROW Trimming	0
Drainage	10
Signs	3
Hot Asphalt	3
Pot hole	1
Building Maint.	2
Concrete	1
Emergency Services	0
Crack Seal	0
Safety Meeting/Classes	0
Supporting other Dept.	1
Vehicle+Equipment Maint.	9
Misc.	4



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

Grounds Maintenance	City Park	Baseball Complex	City Facilities	Entry Way Signs
Mowing	16	22	22	
Weed Eating, Edging, Blowing	3	12	13	
Hedge & Tree Trimming				
Flower Beds/Landscaping				
Fertilizing/Over Seeding				
Irrigation				
Trash Removal	90	22	8	

Field Maintenance	Field One	Field Two	Field Three
Mowing	8	8	6
Weed Eating	4	4	4
Infield Edging	6	6	2
Striping	1	1	1
Infield Draging	8	8	6
Infield Repair	12	12	1
Fertilizing/Over Seeding			
Infield Watering			
Trash Removal	8	8	6

Building Maintenance	City Park	Baseball Complex	City Facilities
Custodail Duties	75	21	32
General Repairs	78	8	10
Toddler Playground			
Equipment Maintenance	30	14	24
Special Events			
Remodeling			

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

Activity	Total Hours
Mowing	60
Weed Eating, Edging, Blowing	28
Hedge & Tree Trimming	
Flower Beds/Landscaping	
Fertilizing/Over Seeding	
Irrigation	
Trash Removal	120
Field Mowing	22
Field Weed Eating	12
Infield Edging	14
Striping	3
Infield Draging	22
Infield Repair	25
Fertilizing/Over Seeding	
Infield Watering	
Trash Removal	22
Custodail Duties	128
General Repairs	96
Toddler Playground	
Equipment Maintenance	68
Special Events	
Remodeling	
Total Man Hours	620

City of Joshua

Code Compliance Report

For the Year of 2020

[illegible][illegible][illegible]

Year
2

tal
3
3
4
3
7
1
4
4
3
3
8

Year
0

Building Inspection Report

February 2020

February	2020	2019	YTD 2020	YTD 2019
Building	30	16	65	33
Electrical	27	9	52	27
Plumbing	21	6	43	27
Mechanical	8	2	15	4
Re-Inspections	6	7	15	14
Certificate of Occupancy	2	1	2	1
Certificate of Occupancy Re-Inspection	0	1	0	1
Total # of Inspections	94	42	192	107
Plan Review	7	2	19	5

Building Permit Report

January 2020

February	2020	2019	YTD 2020	YTD 2019
Building	23	12	40	26
Electrical	10	5	22	20
Plumbing	11	6	26	20
Mechanical	8	2	15	9
Permanent Sign	1	0	1	2
Temporary Sign	2	0	4	2
Certificate of Occupancy	1	1	2	2
Swimming Pool	0	0	0	0
Sprinkler System	5	1	12	6
Solicitor	0	0	0	0
Contractor Registration	9	25	30	40
MHP Registration	0	0	0	0
Total # of Permits	70	52	152	127

New Businesses Report February 2020

New Businesses (Certificate of Occupancy Issued)	Address
Rio's Tack	1409 S Broadway, Suite A
Future New Businesses (Applied for Certificate of Occupancy not completed)	Address

New CO Issued for existing Business (New Owner, New Location, Name change, etc)	Address
Bill's Creative Restoration (New Location)	619 N Broadway, Suite D

	February Utility Billing			
		Council Report		
	Billing Period	2/1/2020	- 2/29/2020	
Utility Bills Disbursed	Count	Amount		
First Bill	13	\$168.77		
Active	1839	\$32,807.76		
Total	1852	\$32,976.53		
Payments Received	Count	Amount		
AchDraft	25	\$699.32		
CreditCard	323	\$10,900.98		
Check	654	\$13,326.17		
Cash	50	\$1,779.20		
Other	21	\$608.57		
MoneyOrder	1	\$17.84		
Total	1074	\$27,332.08		
Service Orders Completed	Count			
Total	0			

JOSHUA



City Secretary

MONTHLY REPORT

FEBRUARY 2020



CITY COUNCIL

Agenda Summary

City Council Meeting Agenda Summary Items were, where required; prepared, certified, published and processed.

Meeting Minutes prepared and approved - January 16, 2020.

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

- Acceptance of the 2019 Joshua Police Department's Racial Profiling Report.
- A re-plat of approximately .293 acres of land out of Original Town of Joshua Addition being Lots 4-6 and a portion of Lot 7, Block 11.
- An agreement confirm the reappointment of Deeann Strother as Municipal Presiding Judge.
- Board Appointment - Shelly Anderson to Type A EDC Place 2.

City Liens

CITY OF JOSHUA OUTSTANDING PROPERTY LIENS AS OF 2/29/2020		
Property Address	Original Date of Lien	Total (w/o Interest)
Alta Vista, 505	1/24/2011	\$ -
Apple, 900	9/29/2000	\$ 125.00
Bentley, 203	12/11/2017	\$ 192.56
Broadway, 456 N	8/1/2018	\$ 3,468.00
Broadway, 1525 S.	10/8/2014	\$ 18,550.00
Caddo Road (126.0827.00730)	1/20/2017	\$ 407.74
Caddo Road (126.0827.01990)	8/1/2018	\$ 908.50
Conveyor, 115	6/10/2013	\$ 175.75
Conveyor, 221	10/1/2009	\$ 791.31
Cooper Lane (126.4929.01010)	8/1/2018	\$ 11,364.82
CR 909, 801	10/14/2016	\$ 632.74
CR 913 (126.827.00740)	1/20/2017	\$ 232.74
CR 1023 (126.0173.02190)	12/11/2017	\$ 232.74
CR 1023 (126.0173.03330)	12/18/2017	\$ 192.56
Grayson Court, 415	5/8/2009	\$ 705.35
Henderson St, 705	9/22/2017	\$ 365.30
Lakeview Dr. (126.3505.00360)	11/21/2016	\$ 282.74
Main, 200 N.	7/26/2016	\$ 192.74
Main, 604 N.	11/21/2016	\$ 232.74
Main, 1400 Block, N.	3/30/2011	\$ 220.00
Main, 808 S.	12/30/2003	\$ 125.00
Manson, 102	8/9/2011	\$ 225.54
Oakhill, 136	6/17/2011	\$ 1,899.54
Oak Lane Drive, 806	9/17/2001	\$ 50.00
Ridgeway, 812	1/20/2017	\$ -
Santa Fe, 309	10/30/2008	\$ 7,298.35
Stadium Dr (126.0636.00271)	10/14/2016	\$ 3,942.48
Stadium Dr (126.0636.01640)	1/20/2017	\$ 682.74
Yvonne Dr, 1004	8/1/2018	\$ 456.79
4th Street, 523	2/12/2013	\$ 275.75
6th Street (126.0029.03440)	10/14/2016	\$ 232.74
6th Street & Santa Fe	10/14/2016	\$ 337.74
8th Street, 306 W.	7/15/2010	\$ 755.54
14th Street, 201 E.	7/26/2016	\$ 192.74
TOTAL OUTSTANDING PROPERTY LIENS		\$ 55,748.28

Public Information Request

Processed fifteen (15) Public Information Request and completed them in ten days or less.

Social Media Updates

Total new post on Facebook - 25

Total post reach - 4,998

Total post engagement - 2,258

Total new page followers - 1

Other Items:

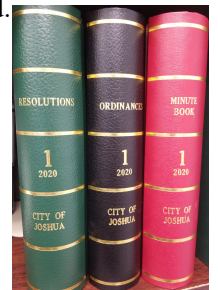
Website Design- Staff is reviewing and pricing Website Hosts to help make the website more user friendly for the citizens. In the meantime, staff is working on bringing the current website up to date.

Agenda Program - Staff has reviewed several agenda program software programs. A proposal will be presented to the City Manager in February/March for the new budget.

May General Election - Staff prepared candidate packets as recommended by the Texas Ethics Commission. Five packets were picked up by citizens. February 14, 2020 was the final day to file an application to be placed on the ballot. The following applications were received: Place 5- Robert Fleming, Place 2- Mike Kidd, Julian Torres, and Doug Taylor. A drawing was held on February 24, 2020 to determine the order in which the names of candidates are to be printed on the ballot. Supplies for early voting and election day have been ordered and received. In addition, ballots have been ordered and received. Mandatory office hours for the City Secretary begins on March 13, 2020. The Notice of Election will be published in the paper as required by law the week of April 2, 2020. Early voting begins on April 20, 2020 and ends on April 28, 2020. Election Day will be held on May 2, 2020. The City Secretary's Office will be open from 7:00 am to 7:00 pm on Election Day.

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.

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 1995 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, two licensees have been issued permits. The total collected in January/February \$60.00.