



**AGENDA**  
**CITY COUNCIL REGULAR MEETING**  
**COUNCIL CHAMBERS**  
**JANUARY 16, 2025**  
**6:30 PM**

The Joshua City Council will hold a Work Session at 6:30 pm. A Regular Meeting will be held immediately following the Work Session in the Council Chambers at Joshua City Hall, located at 101 S. Main St., Joshua, Texas. This meeting is subject to the open meeting laws of the State of Texas.

Individuals may attend the meeting in person or access the meeting via videoconference or telephone conference call.

**Join Zoom Meeting:**

<https://us02web.zoom.us/j/81521076066?pwd=YvqWO8chwqOvVypmCeOpKttOoaf6H0.1>

Meeting ID: 81521076066 Passcode:896433

**A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT**

**B. PLEDGE OF ALLEGIANCE**

1. United States of America
2. Texas Flag

**C. INVOCATION**

**D. WORK SESSION**

1. Review and discuss questions related to the budget report and financial statement for December 2024.
2. Discussion on the Waste Connections Contract Renewal for Solid Waste Services.
3. Discussion on the proposed amendments to the Sign Ordinance.

**E. UPDATES FROM MAYOR AND COUNCIL MEMBERS, UPDATES FROM CITY STAFF MEMBERS:**

*Pursuant to Texas Government Code Section 551.0415, the Mayor and Members of the City Council may report on the following items of community interest, including (1) expressions of thanks, congratulations, or condolences; (2) information about holiday schedules, (3) recognition of individuals; (4) reminders about upcoming City Council events; (5) information about community events; and (6) announcements involving any imminent threat to public health and safety. Staff Updates will address operational issues in various City departments. No deliberation is authorized under the Texas Open Meetings Act.*

**F. PUBLIC FORUM, PRESENTATION, 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. Therefore, no Council deliberation is permitted. Each person will have 3 minutes to speak.*

#### **G. CONSENT AGENDA**

1. Discuss, consider, and possible action on the December 19, 2024, meeting minutes. (Staff Resource: A. Holloway)
2. Discuss, consider, and possible action on a resolution approving the City of Joshua Investment Report for the Quarter Ending December 31, 2024. (Staff Resource: M. Freelen)
3. Discuss, consider, and possible action to update the FY 24-25 Pay Plan. (Staff Resource: B. Grounds)
4. Discuss, consider, and possible action on allocating additional funds required to complete the Thomas Street project. (Staff Resource: A. Bransom)

#### **H. REGULAR AGENDA**

1. Public hearing on a request for a zoning change regarding approximately 0.317 acres of land in the W. W. Byers Survey, Abstract Number 29, Lots 1 Thru 4, BLK 18, Original Town of Joshua, County of Johnson, Texas, located at 101 Santa Fe, to change from (R-1) Single Family Residential District to the (R2) Moderate Density Residential District, to allow for a zero lot line single-family detached units on separate lots.

Staff Presentation

Owner's Presentation

Those in Favor

Those Against

Owner's Rebuttal

2. Discuss, consider, and possible action on approving an Ordinance for a zoning change regarding approximately 0.317 acres of land in the W. W. Byers Survey, Abstract Number 29, Lots 1 Thru 4, BLK 18, Original Town of Joshua, County of Johnson, Texas, located at 101 Santa Fe, to change from (R-1) Single Family Residential District to the (R2) Moderate Density Residential District, to allow for a zero lot line single-family detached units on separate lots.(Staff Resource: A. Maldonado)
3. Discuss, consider, and possible action on an Ordinance ordering a General Election to be held on Saturday, May 3, 2025, for the purpose of electing a Council Member Place 1, Council Member Place 3, and Mayor for a Three (3) Year Term. (Staff Resource: A. Holloway)
4. Discuss, consider, and possible action on the Joint Election Agreement with Joshua Independent School District for the May 3, 2025, General Election. (Staff Resource: A. Holloway)
5. Discuss, consider, and possible action on approving an Ordinance establishing a credit card processing reimbursement fee and credit card service fee, and amending Appendix A, "Fee Schedule," to the City's Code of Ordinances by adding to Section A4.001, "Miscellaneous Permits and Fees," subsection b and creating subsection dd. (Staff Resource: M. Freelen)
6. Discuss, consider, and take possible action on an Ordinance amending the Code of Ordinances to lower the speed limit on Waterford Way to 25 miles per hour. (Staff Resource: M. Peacock)

- [7.](#) Discuss, consider, and possible action on authorizing Type B EDC expenditure of a Radar Speed Sign. (Staff Resource: M. Peacock)
- [8.](#) Discuss, consider, and possible action on board appointments. (Staff Resource: A. Holloway)
- [9.](#) Discuss, consider, and possible action on a Cost Participation Agreement between the Johnson County Special Utility District and the City of Joshua regarding the reimbursement for manhole repair at Village Creek. (Staff Resource: M. Peacock)
- [10.](#) Discuss, consider, and possible action on appointing a four (4) person Ad-Hoc Committee regarding Johnson County Emergency Service District (ESD). (Staff Resource: M. Peacock)

## **I. STAFF REPORT**

- [1.](#) Police Department
- [2.](#) Fire Department
- [3.](#) Municipal Court
- [4.](#) Public Works
- [5.](#) Development Services
- [6.](#) Animal Services
- [7.](#) Code Enforcement
- [8.](#) Parks and Recreation
- [9.](#) City Secretary's Office

## **J. FUTURE AGENDA ITEMS/REQUESTS BY COUNCIL MEMBERS TO BE ON THE NEXT AGENDA**

*Councilmembers shall not comment upon, deliberate, or discuss any item that is not on the agenda. Councilmembers shall not make routine inquiries about operations or project status on an item that is not posted. However, any Councilmember may state an issue and request to place the item on a future agenda.*

## **K. ADJOURN**

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 551.071 for private consultation with the attorney for the City.

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 January 10, 2025, by 12:00 pm on the official bulletin board at Joshua City Hall, 101 S. Main, Joshua, Texas.

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Alice Holloway  
City Secretary



**City Council Agenda  
January 16, 2025**

**Work Session Item**

**Agenda Description:**

Review and discuss questions related to the budget report and financial statement for December 2024.

**Background Information:**

**Financial Information:**

**City Contact and Recommendations:**

Mike Peacock, City Manager

**Attachments:**

1. Financial Report for December 2024

City of Joshua  
 Financial Statement  
 As of December 31, 2024

1/7/2025 11

Item 1.

<b>100 - General Fund</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
<b>Revenue Summary</b>							
Tax Revenue	394,121.08	468,705.17	(74,584.09)	860,381.07	5,624,462.00	15.30%	4,764,080.93
Charges for Services	59,625.33	59,625.33	0.00	178,875.99	715,504.00	25.00%	536,628.01
Licenses, Permits & Fees	19,651.54	30,662.08	(11,010.54)	75,442.96	367,945.00	20.50%	292,502.04
Fines & Forfeitures	16,777.78	17,733.33	(955.55)	46,022.50	212,800.00	21.63%	166,777.50
Grants & Contributions	0.00	125.00	(125.00)	0.00	1,500.00	0.00%	1,500.00
Intergovernmental Revenues	16,250.00	10,254.25	5,995.75	2,045.57	123,051.00	1.66%	121,005.43
Investment Earnings	6,672.59	5,000.00	1,672.59	22,168.67	60,000.00	36.95%	37,831.33
Transfers In	0.00	42,110.25	(42,110.25)	0.00	505,323.00	0.00%	505,323.00
Miscellaneous	8,382.92	3,126.67	5,256.25	20,384.68	37,520.00	54.33%	17,135.32
Sale of Assets	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Revenue Totals	<u>521,481.24</u>	<u>637,342.08</u>	<u>(115,860.84)</u>	<u>1,205,321.44</u>	<u>7,648,105.00</u>	<u>15.76%</u>	<u>6,442,783.56</u>
<b>Expense Summary</b>							
Personnel	319,754.69	413,409.52	(93,654.83)	1,029,501.34	4,960,915.00	20.75%	3,931,413.66
Debt Service	19,293.52	19,164.92	128.60	47,067.97	229,979.00	20.47%	182,911.03
Capital Outlay	12,400.00	10,013.33	2,386.67	19,690.00	120,160.00	16.39%	100,470.00
Contract & Professional Services	58,820.14	57,350.22	1,469.92	213,877.91	688,203.00	31.08%	474,325.09
Utilities	16,042.07	17,883.09	(1,841.02)	33,541.02	214,597.00	15.63%	181,055.98
Special Events	3,584.84	1,089.00	2,495.84	4,184.86	13,068.00	32.02%	8,883.14
Supplies	22,622.67	26,841.56	(4,218.89)	54,948.04	322,099.00	17.06%	267,150.96
Miscellaneous	10,309.54	29,201.74	(18,892.20)	65,646.07	350,421.00	18.73%	284,774.93
Transfers Out	0.00	4,166.67	(4,166.67)	0.00	50,000.00	0.00%	50,000.00
Repair & Maintenance	41,402.73	26,344.81	15,057.92	77,514.34	316,138.00	24.52%	238,623.66
Charges for Services	0.00	166.67	(166.67)	0.00	2,000.00	0.00%	2,000.00
Not Categorized	0.00	461.58	(461.58)	143.31	5,539.00	2.59%	5,395.69
Expense Totals	<u>504,230.20</u>	<u>606,093.11</u>	<u>(101,862.91)</u>	<u>1,546,114.86</u>	<u>7,273,119.00</u>	<u>21.26%</u>	<u>5,727,004.14</u>

City of Joshua  
 Financial Statement  
 As of December 31, 2024

<b>100 - General Fund Non-Departmental</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Debt Service	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Personnel	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
<b>Non-Departmental Totals</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>	<u>0.00</u>

<b>100 - General Fund Community Services</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Contract & Professional Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Special Events	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Supplies	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Utilities	5,000.74	0.00	5,000.74	9,811.91	0.00	0.00%	(9,811.91)
<b>Community Services Totals</b>	<u>5,000.74</u>	<u>0.00</u>	<u>5,000.74</u>	<u>9,811.91</u>	<u>0.00</u>	<u>0.00%</u>	<u>(9,811.91)</u>

<b>100 - General Fund General Non-Departmental</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	12,400.00	10,013.33	2,386.67	19,690.00	120,160.00	16.39%	100,470.00
Contract & Professional Services	23,138.30	14,754.83	8,383.47	59,268.93	177,058.00	33.47%	117,789.07
Debt Service	0.00	287.50	(287.50)	0.00	3,450.00	0.00%	3,450.00
Miscellaneous	6,562.24	24,129.16	(17,566.92)	49,875.07	289,550.00	17.23%	239,674.93
Personnel	0.00	244.83	(244.83)	2,353.00	2,938.00	80.09%	585.00
Special Events	2,426.01	540.25	1,885.76	2,926.01	6,483.00	45.13%	3,556.99
Supplies	5,527.40	166.67	5,360.73	5,527.40	2,000.00	276.37%	(3,527.40)
Transfers Out	0.00	4,166.67	(4,166.67)	0.00	50,000.00	0.00%	50,000.00

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<b>General Non-Departmental Totals</b>	50,053.95	54,303.24	(4,249.29)	139,640.41	651,639.00	21.43%	511,998.59
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<b>100 - General Fund Mayor/Council/City Secretary</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Contract & Professional Services	5,505.90	2,440.25	3,065.65	6,260.60	29,283.00	21.38%	23,022.40
Miscellaneous	212.20	1,066.58	(854.38)	219.70	12,799.00	1.72%	12,579.30
Personnel	11,531.97	13,155.75	(1,623.78)	36,579.09	157,869.00	23.17%	121,289.91
Special Events	1,158.83	375.00	783.83	1,229.87	4,500.00	27.33%	3,270.13
Supplies	201.96	970.67	(768.71)	214.29	11,648.00	1.84%	11,433.71
Utilities	40.23	42.00	(1.77)	80.46	504.00	15.96%	423.54
<b>Mayor/Council/City Secretary Totals</b>	<b>18,651.09</b>	<b>18,050.25</b>	<b>600.84</b>	<b>44,584.01</b>	<b>216,603.00</b>	<b>20.58%</b>	<b>172,018.99</b>

<b>100 - General Fund Administration</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Contract & Professional Services	633.17	1,139.58	(506.41)	7,487.23	13,675.00	54.75%	6,187.77
Debt Service	1,632.04	1,297.42	334.62	3,189.02	15,569.00	20.48%	12,379.98
Miscellaneous	84.49	13.33	71.16	84.49	160.00	52.81%	75.51
Personnel	28,547.89	41,090.49	(12,542.60)	88,763.20	493,086.00	18.00%	404,322.80
Repair & Maintenance	2,102.53	2,208.33	(105.80)	6,401.53	26,500.00	24.16%	20,098.47
Supplies	274.38	679.16	(404.78)	1,234.59	8,150.00	15.15%	6,915.41
Utilities	2,173.55	1,716.09	457.46	4,312.31	20,593.00	20.94%	16,280.69
<b>Administration Totals</b>	<b>35,448.05</b>	<b>48,144.40</b>	<b>(12,696.35)</b>	<b>111,472.37</b>	<b>577,733.00</b>	<b>19.29%</b>	<b>466,260.63</b>

<b>100 - General Fund Police Department</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00%	0.00



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Contract & Professional Services	851.66	8,539.91	(7,688.25)	72,054.40	102,479.00	70.31%	30,424.60
Debt Service	11,048.22	9,582.83	1,465.39	23,000.71	114,994.00	20.00%	91,993.29
Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Personnel	110,474.36	148,348.33	(37,873.97)	357,095.82	1,780,180.00	20.06%	1,423,084.18
Repair & Maintenance	4,233.14	7,715.17	(3,482.03)	10,311.19	92,582.00	11.14%	82,270.81
Supplies	2,684.99	2,595.91	89.08	3,987.73	31,151.00	12.80%	27,163.27
Utilities	1,319.30	2,073.41	(754.11)	2,646.74	24,881.00	10.64%	22,234.26
<b>Police Department Totals</b>	<b>130,611.67</b>	<b>178,855.56</b>	<b>(48,243.89)</b>	<b>469,096.59</b>	<b>2,146,267.00</b>	<b>21.86%</b>	<b>1,677,170.41</b>

<b>100 - General Fund Public Works</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Contract & Professional Services	1,869.17	4,244.67	(2,375.50)	8,284.14	50,936.00	16.26%	42,651.86
Debt Service	2,245.61	2,603.00	(357.39)	6,736.83	31,236.00	21.57%	24,499.17
Miscellaneous	3,067.15	1,224.59	1,842.56	3,671.78	14,695.00	24.99%	11,023.22
Personnel	29,818.60	36,150.33	(6,331.73)	103,729.01	433,804.00	23.91%	330,074.99
Repair & Maintenance	13,713.87	6,063.66	7,650.21	26,959.06	72,764.00	37.05%	45,804.94
Supplies	9,857.67	13,013.58	(3,155.91)	35,076.14	156,163.00	22.46%	121,086.86
Utilities	1,131.64	5,558.33	(4,426.69)	1,650.10	66,700.00	2.47%	65,049.90
<b>Public Works Totals</b>	<b>61,703.71</b>	<b>68,858.16</b>	<b>(7,154.45)</b>	<b>186,107.06</b>	<b>826,298.00</b>	<b>22.52%</b>	<b>640,190.94</b>

<b>100 - General Fund Municipal Court</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Charges for Services	0.00	166.67	(166.67)	0.00	2,000.00	0.00%	2,000.00
Contract & Professional Services	2,601.77	2,601.75	0.02	5,330.64	31,221.00	17.07%	25,890.36
Miscellaneous	0.00	116.67	(116.67)	69.94	1,400.00	5.00%	1,330.06
Personnel	5,773.67	6,575.84	(802.17)	19,802.26	78,910.00	25.09%	59,107.74
Repair & Maintenance	0.00	29.17	(29.17)	0.00	350.00	0.00%	350.00

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Supplies	249.90	369.42	(119.52)	411.05	4,433.00	9.27%	4,021.95
<b>Municipal Court Totals</b>	<u>8,625.34</u>	<u>9,859.52</u>	<u>(1,234.18)</u>	<u>25,613.89</u>	<u>118,314.00</u>	<u>21.65%</u>	<u>92,700.11</u>

100 - General Fund Development Services	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Contract & Professional Services	1,038.82	8,839.34	(7,800.52)	11,448.16	106,072.00	10.79%	94,623.84
Debt Service	762.61	1,402.42	(639.81)	3,326.29	16,829.00	19.77%	13,502.71
Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Personnel	22,500.56	26,226.74	(3,726.18)	67,542.34	314,721.00	21.46%	247,178.66
Repair & Maintenance	144.43	129.50	14.93	449.04	1,554.00	28.90%	1,104.96
Supplies	351.57	505.84	(154.27)	432.33	6,070.00	7.12%	5,637.67
Utilities	132.92	125.17	7.75	237.80	1,502.00	15.83%	1,264.20
<b>Development Services Totals</b>	<u>24,930.91</u>	<u>37,229.01</u>	<u>(12,298.10)</u>	<u>83,435.96</u>	<u>446,748.00</u>	<u>18.68%</u>	<u>363,312.04</u>

100 - General Fund Animal Services	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Contract & Professional Services	1,126.85	1,930.32	(803.47)	3,160.27	23,164.00	13.64%	20,003.73
Debt Service	1,144.81	1,227.08	(82.27)	3,434.43	14,725.00	23.32%	11,290.57
Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Personnel	8,000.78	16,852.42	(8,851.64)	28,840.87	202,229.00	14.26%	173,388.13
Repair & Maintenance	3,419.78	1,249.00	2,170.78	5,333.86	14,988.00	35.59%	9,654.14
Special Events	0.00	173.75	(173.75)	28.98	2,085.00	1.39%	2,056.02
Supplies	2,187.22	2,131.08	56.14	3,714.93	25,573.00	14.53%	21,858.07
Utilities	1,259.65	1,344.75	(85.10)	2,531.34	16,137.00	15.69%	13,605.66
<b>Animal Services Totals</b>	<u>17,139.09</u>	<u>24,908.40</u>	<u>(7,769.31)</u>	<u>47,044.68</u>	<u>298,901.00</u>	<u>15.74%</u>	<u>251,856.32</u>

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<b>100 - General Fund Fire Department</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Contract & Professional Services	2,106.89	2,393.67	(286.78)	5,429.08	28,724.00	18.90%	23,294.92
Debt Service	763.90	798.67	(34.77)	2,291.70	9,584.00	23.91%	7,292.30
Miscellaneous	185.96	2,019.67	(1,833.71)	11,229.84	24,236.00	46.34%	13,006.16
Personnel	60,059.47	77,162.40	(17,102.93)	199,277.80	925,949.00	21.52%	726,671.20
Repair & Maintenance	16,301.58	5,572.74	10,728.84	19,795.41	66,873.00	29.60%	47,077.59
Supplies	278.31	2,616.07	(2,337.76)	597.59	31,393.00	1.90%	30,795.41
Utilities	2,275.61	3,729.50	(1,453.89)	5,982.00	44,754.00	13.37%	38,772.00
<b>Fire Department Totals</b>	<b>81,971.72</b>	<b>94,292.72</b>	<b>(12,321.00)</b>	<b>244,603.42</b>	<b>1,131,513.00</b>	<b>21.62%</b>	<b>886,909.58</b>

<b>100 - General Fund Parks &amp; Recreation</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Contract & Professional Services	166.83	386.58	(219.75)	616.80	4,639.00	13.30%	4,022.20
Debt Service	1,696.33	1,966.00	(269.67)	5,088.99	23,592.00	21.57%	18,503.01
Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Not Categorized	0.00	461.58	(461.58)	143.31	5,539.00	2.59%	5,395.69
Personnel	17,364.45	18,831.16	(1,466.71)	46,249.56	225,974.00	20.47%	179,724.44
Repair & Maintenance	1,487.40	3,377.24	(1,889.84)	8,264.25	40,527.00	20.39%	32,262.75
Supplies	529.72	2,974.91	(2,445.19)	2,948.98	35,699.00	8.26%	32,750.02
Utilities	2,708.43	3,293.84	(585.41)	6,288.36	39,526.00	15.91%	33,237.64
<b>Parks &amp; Recreation Totals</b>	<b>23,953.16</b>	<b>31,291.31</b>	<b>(7,338.15)</b>	<b>69,600.25</b>	<b>375,496.00</b>	<b>18.54%</b>	<b>305,895.75</b>

<b>100 - General Fund Fire Marshal</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
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City of Joshua  
 Financial Statement  
 As of December 31, 2024

Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Debt Service	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Personnel	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Repair & Maintenance	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Supplies	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Utilities	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
<b>Fire Marshal Totals</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>0.00</b>

<b>100 - General Fund Human Resources</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Contract & Professional Services	686.15	3,218.66	(2,532.51)	2,386.94	38,624.00	6.18%	36,237.06
Miscellaneous	0.00	423.41	(423.41)	0.00	5,081.00	0.00%	5,081.00
Personnel	9,073.98	10,693.56	(1,619.58)	28,057.23	128,323.00	21.86%	100,265.77
Repair & Maintenance	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Supplies	366.04	316.50	49.54	411.36	3,798.00	10.83%	3,386.64
Utilities	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
<b>Human Resources Totals</b>	<b>10,126.17</b>	<b>14,652.13</b>	<b>(4,525.96)</b>	<b>30,855.53</b>	<b>175,826.00</b>	<b>17.55%</b>	<b>144,970.47</b>

<b>100 - General Fund Finance Department</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Contract & Professional Services	19,094.63	6,860.66	12,233.97	32,150.72	82,328.00	39.05%	50,177.28
Miscellaneous	197.50	208.33	(10.83)	495.25	2,500.00	19.81%	2,004.75
Personnel	16,608.96	18,077.67	(1,468.71)	51,211.16	216,932.00	23.61%	165,720.84
Repair & Maintenance	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Supplies	113.51	501.75	(388.24)	391.65	6,021.00	6.50%	5,629.35
<b>Finance Department Totals</b>	<b>36,014.60</b>	<b>25,648.41</b>	<b>10,366.19</b>	<b>84,248.78</b>	<b>307,781.00</b>	<b>27.37%</b>	<b>223,532.22</b>

City of Joshua  
Financial Statement  
As of December 31, 2024

<b>Expense Total</b>	<u>504,230.20</u>	<u>606,093.11</u>	<u>(101,862.91)</u>	<u>1,546,114.86</u>	<u>7,273,119.00</u>	<u>21.26%</u>	<u>5,727,004.14</u>
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**City Council Meeting Agenda  
January 16, 2025**

**Minutes Resolution**

**Discussion Item**

**Agenda Description:**

Discuss, consider, and possible action on contract renewal for the solid waste.

**Background Information:**

The current solid waste and recycling services contract with Waste Connections, initially secured through a competitive bidding process in 2019, is up for renewal. Abel from Waste Connections has submitted several potential options for the forthcoming five-year term, which are now ready for consideration.

**Financial Information:**

Please review the attached presentation for proposed options, outlining current rates and five suggested alternatives.

**City Contact and Recommendations:**

Amber Bransom, Staff recommends the consideration of option three.

**Attachments:**

- Waste Connections of Lone Star, Inc. Franchise Agreement
- Presentation with proposed options



# CITY OF JOSHUA

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## WASTE CONNECTIONS PROPOSAL

# CITY OF JOSHUA CURRENT SERVICES AND PRICING

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- Current Service 2x Weekly Trash “take all” 1x Weekly Recycling - \$14.76
- Commercial Businesses \$4.06 per yard
- Industrial “Roll Off” \$368 per haul
- Recycling
  - Out of 2300 residents only 1788 are invoiced for recycling
  - Of the 1788 only 25% or 894 residents utilize Recycling consistently





# PROPOSALS

- Option #1 (current service with increase)
  - Current Service 2x Weekly Trash “take all” 1x Weekly Recycling - \$26 per home
  - Commercial Businesses \$5.96 per yard
  - Industrial “Roll Off” \$501 per haul
  
- Option #2 (2x per week cart service for trash 1x recycling with weekly small brush up to 4 yards)
  - 2x Weekly Trash “carted” 1x Weekly Recycling with weekly small brush up to 4yds - \$18.50
  - Commercial Businesses \$5.96 per yard
  - Industrial “Roll Off” \$501 per haul
  
- Option #3 (2x per week cart service for trash NO RECYCLING with weekly small brush up to 4 yards)
  - 2x Weekly Trash “carted” NO RECYCLE with weekly small brush up to 4yds - \$15.50
  - Commercial Businesses \$5.96 per yard
  - Industrial “Roll Off” \$501 per haul
  
- Option #4 (1x per week cart service for trash 1x recycling with small brush up to 4 yards)
  - 1x Weekly Trash “carted” 1x Weekly Recycling with small brush up to 4yds - \$14.25
  - Commercial Businesses \$5.96 per yard
  - Industrial “Roll Off” \$501 per haul
  
- Option #5 (1x per week cart service for trash NO RECYCLE with small brush up to 4 yards)
  - 1x per week cart service for trash NO RECYCLE with small brush up to 4 yards - \$11.25
  - Commercial Businesses \$5.96 per yard
  - Industrial “Roll Off” \$501 per haul



# CURRENT SERVICE COST PER HOUSEHOLD

## Current Rate: \$14.76 per household per month.

- **Option #1** (current service with increase)
  - Current Service 2x Weekly Trash “take all” 1x Weekly Recycling - \$26 per home
    - **Change in Cost Per Household:  $\$26 - \$14.76 = \$11.24$  increase per month.**
- **Option #2** (2x per week cart service for trash 1x recycling with weekly small brush up to 4 yards)
  - 2x Weekly Trash “carted” 1x Weekly Recycling with weekly small brush up to 4yds - \$18.50
    - **Change in Cost Per Household:  $\$18.50 - \$14.76 = \$3.74$  increase per month.**
- **Option #3** (2x per week cart service for trash NO RECYCLING with weekly small brush up to 4 yards)
  - 2x Weekly Trash “carted” NO RECYCLE with weekly small brush up to 4yds - \$15.50
    - **Change in Cost Per Household:  $\$15.50 - \$14.76 = \$0.74$  increase per month.**
- **Option #4** (1x per week cart service for trash 1x recycling with small brush up to 4 yards)
  - 1x Weekly Trash “carted” 1x Weekly Recycling with small brush up to 4yds - \$14.25
    - **Change in Cost Per Household:  $\$14.25 - \$14.76 = \$0.51$  decrease per month.**
- **Option #5** (1x per week cart service for trash NO RECYCLE with small brush up to 4 yards)
  - 1x per week cart service for trash NO RECYCLE with small brush up to 4 yards - \$11.25
    - **Change in Cost Per Household:  $\$11.25 - \$14.76 = \$3.51$  decrease per month.**

# COMMERCIAL AND INDUSTRIAL ANALYSIS

## Current Rates

- Commercial Businesses \$4.06 per yard
- Industrial “Roll Off” \$368 per haul

## Proposed Rate Increase

- Commercial Businesses \$5.96 per yard
- Industrial “Roll Off” \$501 per haul

## **Total Increase**

- Commercial Businesses \$1.90 per yard increase
- Industrial “Roll Off” \$133 per haul increase

# CONSIDERATIONS

- Given the low recycling participation rate, the city might consider whether maintaining or modifying recycling services could lead to cost efficiencies or fulfill community sustainability goals.
- The use of uniform wheeled carts facilitates easier and more efficient collection by automated and semi-automated lifting systems, speeding up the collection process.
- Standardized carts with lids can help control the problem of loose trash that can occur with non-standard or damaged receptacles. This can significantly reduce litter on streets on windy days or when animals disturb trash containers.
- Uniform wheeled carts provide a neater appearance on trash collection days. This uniformity can enhance the visual appeal of neighborhoods, contributing to a sense of order and cleanliness.
- By potentially reducing the frequency of pickups due to better capacity management with larger carts, there's a decrease in the carbon footprint associated with waste collection. Fewer trips by heavy vehicles mean reduced emissions and reduced wear and tear on city streets.
- Residents may request additional wheeled carts. Each additional cart is \$7 per month.

# POTENTIAL NEGATIVE EFFECTS & SOLUTIONS

- **Resident Adjustment and Satisfaction:** Some residents may find the new carts too large or cumbersome, particularly those with limited storage space or physical limitations that make handling a large cart difficult.
  - Waste Connections offers curbside service for those with qualifying limitations.
- **Logistical Challenges:** Switching to a new system can create temporary confusion and operational hiccups as residents and waste management crews adjust to the new carts and collection methods. This might result in missed pickups or overflow issues during the transition period.
  - **Comprehensive Communication Strategy:** Implement a comprehensive communication strategy that includes detailed information about the reasons behind the transition, how it will be implemented, and the benefits it will bring. Use multiple channels to reach all segments of the community, such as mail, email, social media, community meetings, and local media. Clear, consistent, and transparent communication can help reduce resistance and increase acceptance.

**EXCLUSIVE FRANCHISE AGREEMENT  
FOR THE COLLECTION, HAULING, RECYCLING AND DISPOSAL OF  
MUNICIPAL SOLID WASTE, CONSTRUCTION AND DEMOLITION WASTE AND  
RECYCLABLE MATERIALS  
IN THE CITY OF JOSHUA, TEXAS**

**STATE OF TEXAS**

**COUNTY OF JOHNSON**

THIS EXCLUSIVE FRANCHISE AGREEMENT (this "Agreement") is made and entered into as of the 1st day of December, 2019, by and between Waste Connections of Lone Star, Inc., a Texas Corporation (the "Service Provider"), and the City of Joshua, Texas (the "City").

**WHEREAS**, on or about October 1, 2000, the City and Service Provider entered into an Exclusive Franchise Agreement for solid waste collection services (the "Original Agreement"); and

**WHEREAS**, the City and Service Provider desire to amend, extend, and restate the Original Agreement as more fully described herein.

**NOW, THEREFORE**, in consideration of the premises and the mutual promises, covenants and agreements set forth herein, the Service Provider and the City hereby agree as follows:

**SECTION 1. DEFINED TERMS.**

The following terms, as used herein, will be defined as follows:

**Bag** - Plastic sacks, secured at the top, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 35 lbs.

**Bulky Item** - Any item not measuring in excess of either forty-eight (48) inches in length or fifty (50) pounds in weight, including, but not limited to, refrigerators, stoves, washing machines, water tanks, chairs, couches and other similar household items.

**Bundles** - Items not measuring in excess of either forty-eight (48) inches in length or fifty (50) pounds in weight and which are securely fastened together, including, but not limited to, brush, newspapers and tree trimmings.

**Business Day** - Any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by law to be closed in the City.

**Commercial Unit** - Any non-manufacturing commercial facility that generates and accumulates Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials during, or as a result of, its business, including, but not limited to, restaurants, stores and warehouses.

**Construction and Demolition Waste** - Solid Waste resulting from construction or demolition activities or that is directly or indirectly the by-product of such activities, including, but not limited to, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber and wood products. Construction and Demolition Waste does not include Hazardous Waste, Municipal Solid Waste, Recyclable Materials or Bulky Items.

**Container** - Any receptacle, including, but not limited to, dumpsters, Roll-Offs and Roll-Outs, provided by the Service Provider or the Residential Unit and utilized by a Commercial, Industrial or Residential Unit for collecting Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials. Containers are designed to hold between eighteen (18) gallons and forty (40) cubic yards of Solid Waste.

**Hazardous Waste** - Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any federal or State of Texas statute, rule, order or regulation.

**Handicapped Residential Unit** - Any residential dwelling that is inhabited by persons that are unable to place Municipal Solid Waste or Recyclable Materials at the curbside, and that generates and accumulates Municipal Solid Waste and Recyclable Materials. The identities of a Handicapped Residential Unit shall be certified by the City Manager.

**Holidays** - The following days:

- (1) New Year's Day (January 1st)
- (2) Thanksgiving Day
- (3) Christmas Day (December 25th).

**Industrial Unit** - Any manufacturing, mining or agricultural facility that generates and accumulates Municipal Solid Waste, Construction and Demolition Waste, or Recyclable Materials during, or as a result of, its operations.

**Landfill** - Any facility or area of land receiving Municipal Solid Waste or Construction and Demolition Waste and operating under the regulation and authority of the Texas Commission on Environmental Quality ("TCEQ") within the State of Texas, or the appropriate governing agency for landfills located outside the State of Texas.

**Multi-Family Residential Unit** - Any residential dwelling that is designed for, and inhabited by, multiple family units and that generates and accumulates Municipal Solid Waste and Recyclable Materials.

**Municipal Solid Waste** - Solid Waste resulting from or incidental to municipal, community, commercial, institutional or recreational activities, or manufacturing, mining, or agricultural operations. Municipal Solid Waste does not include Construction and Demolition Waste or Hazardous Waste.

**Recyclable Materials** -

- (a) Newspapers, magazines, and catalogs, and other paper items such as mail, paper bags or other paper;
- (b) Glass bottles and jars (excluding mirrors, windows, ceramics and other glass products);
- (c) Metal cans composed of tin, steel or aluminum (excluding scrap metal); and
- (d) Plastic containers including all varieties of the types designated as #1, #2, #3, #4, #5 and #7.

**Recycling Container** - A Container with at least eighteen (18) gallons of capacity and provided by the Service Provider for the collection of Recyclable Materials.

**Residential Unit** - Any residential dwelling that is either a Single-Family Residential Units or a Multi-Family Residential Units.

**Roll-Off** - A Container with twenty (20) cubic yards to forty (40) cubic yards of capacity.

**Roll-Out** - A Container with ninety-five (95) gallons of capacity.

**Single-Family Residential Unit** - Any residential dwelling that is designed for, and inhabited by, a single person or family unit and that generates and accumulates Municipal Solid Waste and Recyclable Materials.

**Solid Waste** - As defined by the EPA under 40 C.F.R. § 261.2(a)(1), or by the State of Texas under the Solid Waste Disposal Act § 361.003(34) whether such waste is mixed with or constitutes Recyclable Materials.

**White Good** - Any item not measuring in excess of either three (3) cubic feet in size or fifty (50) pounds in weight and that is manufactured primarily from metal, including, but not limited to, a bath tub, heater, hot water heater, refrigerator, sink or washer and dryer.



## **SECTION 2. EXCLUSIVE FRANCHISE GRANT.**

The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling, recycling and disposal of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials, the exclusive franchise, license and privilege to collect, haul and recycle or dispose of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials over, upon, along and across the City's present and future streets, alleys, bridges and public properties. In order to maintain the exclusive franchise in favor of the Service Provider contained herein, the City shall take any and all appropriate legal action against any company, customer or third party infringing upon the exclusive rights of the Service Provider.

## **SECTION 3. OPERATIONS AND SERVICES.**

A. **Scope of Operations.** It is expressly understood and agreed that the Service Provider will collect, haul and recycle or dispose of all Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials (as provided herein) (i) generated and accumulated by Commercial, Industrial and Residential Units, and (ii) placed within Containers by those Commercial, Industrial and Residential Units receiving the services of the Service Provider (or otherwise generated and accumulated in the manner herein provided by those Commercial Units, Industrial Units and Residential Units), all within the City's corporate limits, including any territories annexed by the City during the term of this Agreement (the "Services").

B. **Nature of Operations.** The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling and recycling or disposal of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials, the title to all Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials collected, hauled and recycled or disposed of by the Service Provider under this Agreement over, upon, along and across the City's present and future streets, alleys, bridges and public properties. All title to and liability for materials excluded from this Agreement shall remain with the generator of such materials.

## **SECTION 4. SERVICE PROVIDER'S DUTIES AND OBLIGATIONS.**

It shall be the duty and obligation of the Service Provider to perform the following services:

A. **Provisions of Equipment and Facilities.** Service Provider agrees to furnish trucks, equipment, machinery, tools, personnel, labor, disposal, and any and all other items necessary and sufficient to fulfill its obligations under this Agreement, at its own expense, to adequately, efficiently and properly collect and transport garbage, brush, debris, bulky items, bundled, bagged, or boxed bundled items, and other refuse from residential and commercial properties within the corporate limits of the City in a systematic, clean, healthful and sanitary manner.

B. **Disposal of Material Collected.** Service Provider will dispose of in a legal manner all Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials. All

vehicles used by Service Provider for the collection of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials shall be protected at all times while in transit to prevent leakage or the blowing or scattering of refuse onto the public streets of City or property adjacent thereto. Further, such vehicles shall be clearly marked with Service Provider's telephone number and name in letters and numbers not less than four (4) inches in height.

C. Sanitation and Health. All collection equipment shall be washed and deodorized as necessary, but a minimum of once per week. Service Provider shall establish and enforce in its operations and among its employees such regulations in regard to cleanliness and disposal of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials as will tend to prevent the inception and spread of infectious or contagious disease and to effectively prevent the creation of a nuisance on any property, either public or private.

D. Routes and Schedules. Service Provider agrees to establish daily routes and special schedules for the collection of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials as necessary to fulfill the requirements of this Agreement. Further, Service Provider will utilize written route books for use in the collection of refuse from all customers. A copy of each route book currently in use by Service Provider will be provided to City upon request and updated monthly so that City shall at all times have full knowledge of the designated route to be followed by Service Provider. City shall have the right to require alteration of service to any premises where unsightly or unsanitary conditions have resulted from inadequate commercial containers or an insufficient number of collections.

E. Customer Service. The Service Provider agrees to field all inquiries and complaints from Commercial, Industrial and Residential Units relating to the collection, hauling, recycling and disposal of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials. The Service Provider and the City agree to cooperate with each other in the response to any such inquiries and the resolution of any such complaints. However, the City shall handle all calls regarding new residential services.

F. Labor Force and Equipment. Service Provider shall employ only superintendents, supervisors, and workers who are careful, competent and fully qualified to perform the duties or tasks assigned to them and shall secure the summary dismissal of any person or persons employed by the Service Provider in or about or on the work who shall misconduct themselves or be in the proper performance of their duties or who shall neglect or refuse to comply with or carry out the directions of Service Provider.

All workers shall have sufficient skill, ability, and experience to properly perform the work assigned to them and operate any equipment necessary to properly carry out the performance of their assigned duties.

## **SECTION 5. SINGLE-FAMILY RESIDENTIAL UNIT COLLECTIONS.**

A. Single-Family Residential Units. The Service Provider will collect Municipal Solid Waste from Single-Family Residential Units twice per week and Recyclable Materials once per week; provided, that (i) such Municipal Solid Waste is placed in Containers and/or Bags and Recyclable Materials are placed in Recycling Containers, and (ii) such Containers and/or Bags are placed within five (5) feet of the curbside or right of way adjacent to the Single-Family Residential Unit no later than 7:00 a.m. on the scheduled collection day.

B. Excess or Misplaced Municipal Solid Waste. Notwithstanding anything to the contrary contained herein, the Service Provider shall only be responsible for collecting, hauling and recycling or disposing of Municipal Solid Waste and Recyclable Materials placed inside the Containers and/or Bags. Municipal Solid Waste and Recyclable Materials in excess of the Containers' and/or Bags' limits, or placed outside or adjacent to the Containers or Bags, will not be collected by the Service Provider. However, such excess or misplaced Municipal Solid Waste and Recyclable Materials may be collected on occasion and within reason due to Holidays or other extraordinary circumstances as determined by the Service Provider in its sole discretion. The Service Provider shall only be required to collect a maximum of ten (10) Bags of leaves.

C. Handicapped Residential Units. Notwithstanding anything to the contrary contained herein, the Service Provider agrees to assist Handicapped Residential Units with house-side collection of their Containers and/or Bags; provided, that the Service Provider receives prior written notice from the Handicapped Residential Unit of such special need.

## **SECTION 6. COMMERCIAL, INDUSTRIAL AND MULTI-FAMILY RESIDENTIAL UNIT COLLECTIONS.**

The Service Provider will collect Municipal Solid Waste and Recyclable Materials from Commercial, Industrial and Multi-Family Residential Units one, two, three, four, five, or six times per week, as provided for in Section 9.B. hereof. The Service Provider shall only be responsible for collecting, hauling and recycling or disposing of Municipal Solid Waste and Recyclable Materials placed inside the Containers provided by the Service Provider or Bags. However, the Service Provider shall be obligated to offer and provide sufficient service to Commercial, Industrial and Multi-Family Residential Units, and to increase or decrease, as necessary, the frequency of collection and the size or number of Containers so that Commercial, Industrial or Multi-Family Units' Municipal Solid Waste and Recyclable Materials will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 9.B. hereof.

## **SECTION 7. SPECIAL COLLECTIONS AND SERVICES.**

A. Municipal Locations. The Service Provider will provide, at no cost to the City, Containers to collect Municipal Solid Waste at certain municipal locations within the City once

or twice per week, as needed. Specifically, the provisions of this Section 6.A. shall apply to the following locations:

- One (1) Two Poly Cart Containers at City Hall- Twice per week collection
- One (1) Four Cubic Yard Container at the Fire Department - once per week collection
- One (1) Six Cubic Yard Container at the Street Department - once per week collection
- One (1) Six Cubic Yard Container at the Police Department - once per week collection
- One (1) Six Cubic Yard Container at Animal Control - once per week collection.
- One (1) Four Cubic Yard Container at Parks and Recreation once per week collection
- Two (2) Six Cubic Yard Containers at the City Park once per week collection

B. Special Events. The Service Provider will provide, at no cost to the City a total of 20-30 yard size containers at the City Facility Building as needed on an annual basis. In addition, on two (2) specified days per year agreed to by the Service Provider and the City (one in the Winter and one in the Summer), the Service Provider shall allow residents of the City to dump Municipal Solid Waste at the Waste Connections Turkey Creek Landfill free of charge upon proof of residency by showing their garbage bill.

#### **SECTION 8. BULKY ITEMS AND BUNDLES.**

A. Pre-Arranged Collections. The Service Provider will collect Bulky Items and Bundles from Single-Family Residential Units once per week on the second scheduled pick up day as part of the Municipal Solid Waste Collection in Section 5, as designated by the Service Provider; provided, that the Bulky Items or Bundles (i) are placed at the curbside no later than 7:00 a.m. on the scheduled collection day, (ii) are reasonably contained, and (iii) do not exceed three (3) cubic yards in total volume or have any individual item exceeding fifty (50) pounds in weight. Furthermore, the Service Provider shall only be required to collect a maximum of three (3) Bulky Items per collection day from each Single-Family Residential Unit. The Service Provider shall only be responsible for collecting, hauling and recycling or disposing of Bulky Items and Bundles from those Single-Family Residential Units that have complied with this Section 7.A. White Goods containing refrigerants will not be collected by the Service Provider unless such White Goods have been certified in writing by a professional technician to have had all such refrigerants removed.

B. Negotiated Collections. It is understood and agreed that the service provided under Section 7.A. does not include the collection of Bulky Items and Bundles comprised of Construction and Demolition Waste, White Goods or any materials resulting from remodeling, general property clean-up or clearing of property for the preparation of construction. However, the Service Provider may negotiate an agreement on an individual basis with the owner or occupant of a Single-Family Residential Unit regarding the collection of such items by utilizing the Service Provider's Roll-Off Services. A Single-Family Residential Unit may also negotiate a collection for loose brush and items that exceed the size limits of a Bulky Item.

## **SECTION 9. TITLE TO EQUIPMENT.**

Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment, including, but not limited to, Containers provided by the Service Provider in connection with the Services, shall at all times remain the property of the Service Provider.

## **SECTION 10. RATES AND FEES.**

Subject to adjustment, as provided in Section 10 hereof, the rates and fees to be charged and received by the Service Provider are as follows:

- A. **Single-Family Residential Unit Services.** For the Services provided to Single-Family Residential Units under Section 4.A. hereof, the Service Provider shall charge the rates contained on Exhibit "A", attached hereto. These rates apply to all Single-Family Residential Units that are located within the City's corporate limits.
- B. **Commercial, Industrial and Multi-Family Residential Unit Services.** For the Services provided to Commercial, Industrial and Multi-Family Residential Units under Section 5 hereof, the service Provider shall charge per month for each Container utilizing the rates contained on Exhibit "A", attached hereto.

These rates apply to Commercial, Industrial and Multi-Family Residential Units that are located within the City's corporate limits.

- C. **Roll-Off Services.** For the Services provided under Sections 7.A. and 11 hereto, the Service Provider shall charge for each Roll-Off utilized the fees contained on Exhibit "A", attached hereto.

The Service provider will negotiate agreements with each Commercial, Industrial or Residential Units on an individual basis regarding the Roll-Off Services to be provided. The Roll-Off Services will be billed directly to such Commercial, Industrial or Residential Unit and will be collected by the service provider. The Roll-Offs provided pursuant to this Section 9.C. must be located within the City in accordance with City ordinances and policies.

## **SECTION U. RATE ADJUSTMENT.**

- A. **CPI and Fuel Cost Rate Adjustment.**
- (1) Rate Adjustments – Adjusted annually to reflect changes in the cost of operations, as reflected by percentage change in the Consumer Price Index (CPI) for All Urban Customers, Garbage and Trash Collection in U.S. City Average, Not Seasonally Adjusted, Base Period December 1983=100 as published by the U.S. Department of Labor, Bureau of Labor Statistics with a maximum increase of five percent (5%). The measured increase will span a twelve month period (beginning November 1 and ending October 31) immediately preceding the Rate Adjustment Date. If the CONTRACTOR desires a review of the existing rates, CONTRACTOR shall submit, in writing, its adjustments to the rate and supporting data for the same period, on or before October 15 of the numbered year, beginning October 15, 2020.

By September 15 of each year, beginning in 2020, Service Provider shall send to City a comparative statement setting out both the All Items Index and the Gasoline Index:

- (1) The index value for the July prior to the Rate Modification Date;
- (2) The index value for July 2019 (July preceding the date of commencement of performance under the Agreement);
- (3) The net percentage change;
- (4) The composite percentage change equal to the net percentage change in the All Items Index plus the net percentage change in the Gasoline Index; and
- (5) The increase or decrease in the rates which may be charged by the Service Provider.

Beginning on December 1, 2020, and on each December 1 thereafter, the Service Provider shall modify the rates charged by the Service Provider to reflect any changes shown in the comparative statement delivered to the City. The City Council shall have authority, in its reasonable discretion to determine the validity of any change in Service Provider's rates

**B Other Rate Adjustments:**

In addition to the above CPI and Fuel Cost adjustment, Service Provider may petition the City for additional rate adjustment on the basis of unusual changes in its cost of operation, limited to revised laws, ordinance, or regulations; changes in location of disposal sites or changes in disposal charges as a result of revisions to such laws, ordinances or regulations. Such additional rate adjustments may only be made only with City Council approval. Such additional rate adjustments may only be granted to recover increased costs incurred by Service Provider that are not offset by increased revenues. The Service Provider may submit a request to the City Council for such an adjustment in rates. Any such request must be accompanied by supporting documentation detailing the increased costs and their impact for providing the services described in this contract. The City Council shall have authority, in its reasonable discretion to determine the validity of any request for such an adjustment in rates. No request for an increase in the rates set forth in Attachments "A" may be submitted for a period of twelve (12) months from the date of the commencement of the term of this contract and not more than one such request per calendar year may be made thereafter.

C. Governmental Fees. The parties acknowledge that the rates herein include all applicable fees, taxes or similar assessments incurred under federal, state and local laws, rules and ordinances (excluding sales taxes and taxes imposed on income) (the "Fees"). The parties acknowledge and understand that the Fees may vary from time to time, and, in the event any of such Fees are increased or additional Fees are imposed subsequent to the effective date of this Agreement, the parties agree that the rates herein shall be immediately increased by the amount of any such increase in Fees or additional Fees.

#### **SECTION 12. EXCLUSIONS.**

Notwithstanding anything to the contrary contained herein, this Agreement shall not cover the collection, hauling, recycling or disposal of any Hazardous Waste, animal or human, dead animals, auto parts, used tires, concrete, dirt, gravel, rock or sand from any Container provided by the Service Provider located at any Commercial, Industrial or Residential Unit; provided, however, that the Service Provider and the owner or occupant of a Commercial, Industrial or Residential Unit may negotiate an agreement on an individual basis regarding the collection, hauling or disposal of Construction and Demolition Waste, auto parts, used tires, concrete, dirt, gravel, rock or sand by utilizing the Service Provider's Roll-Off Services.

#### **SECTION 13. TERM OF AGREEMENT.**

The term of this Agreement shall be for a period of five (5) years, commencing on December 1, 2019 and concluding on November 30, 2024. At the expiration of the term of this Agreement, the Agreement may be extended for another period of five (5) years upon mutual agreement of the parties.

#### **SECTION 14. ASSIGNMENT.**

This Agreement shall not be assignable or otherwise transferable by the Service Provider without the prior written consent of the City.

#### **SECTION 15. ENFORCEMENT.**

During the term of this Agreement and any extension thereof, the City agrees to adopt and maintain ordinances and revise existing ordinances so as to enable the Service Provider to provide the Services set forth herein. The City shall take any action reasonably necessary to prevent any other solid waste collection company from conducting business in violation of the exclusive franchise granted herein. If the Service Provider experiences recurring problems of damage or destruction to or theft of the Containers provided by the Service Provider pursuant to this Agreement, the Service Provider may, prior to replacing or repairing such Containers, require security deposits from the Commercial, Industrial or Residential Units utilizing such Containers.

#### **SECTION 16. PROCESSING, BILLING AND FEES.**

A. Quarterly Statement. On a monthly basis, the City agrees to bill and collect the rates and fees charged under Section 9 hereto, listed in Exhibit "A", from all Residential Units requiring

the collection, hauling, recycling and disposal of Municipal Solid Waste within the City's corporate limits (the "Residential Quarterly Statement"). Thereafter, the City will remit to the Service Provider an amount equal to (y) the amount collected from all occupied residential structures from such Residential Quarterly Statement, less (z) a franchise fee equal to six percent (6 %) of the Residential Monthly Statement (the "Residential Franchise Fee"). Such remittance shall be made by the City on or before the 15th day of the month following the previous month (for the immediately preceding month's service) commencing on January 15, 2020. Along with each monthly remittance, the City shall provide the Service Provider with a report indicating the number and rate of Residential Units which have been billed for that quarter. Nothing herein shall prohibit the City from collecting sums in addition to those sums called for herein.

B. On a monthly basis, the Service Provider agrees to bill and collect the rates and fees charged under Section 9 hereto, listed in Exhibit "A", from all Commercial and Industrial Units and to bill and collect the rates and fees charged under Section 9 hereto for all Roll-Off Services requiring the collection, hauling, recycling and disposal of Municipal Solid Waste within the City's corporate limits (the "Commercial and Roll-Off Monthly Statement"). Thereafter, the Service Provider will remit to the City an amount equal to a franchise fee equal to six percent (6 %) of the gross receipts collected by the Service Provider from the billing to Commercial and Industrial Units and Roll-Off Services (the "Commercial and Roll-Off Franchise Fee"). Along with this Commercial and Roll-Off Franchise Fee, Service Provider agrees to provide City with a computer printout establishing the dollar amount and number of commercial billings per account by Service Provider each month. Said printout, and any amounts due to be provided to the City shall be delivered no later than the twentieth (20<sup>th</sup>) day of the month following the month billed.

C. The City agrees to aggressively enforce the duty of all Residential, Commercial, and Industrial customers (the "Customers") to pay the rates and fees established in the Agreement.

#### **SECTION 17. SPILLAGE.**

It is understood and agreed that the Service Provider shall not be required to clean up, collect or dispose of any loose or spilled Municipal Solid Waste, Construction and Demolition Waste, or Recyclable Materials not caused by the Service Provider's rendering of the Services, or be required to collect and dispose of any excess Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials placed outside of the Containers by any Commercial, Industrial or Residential Unit. The Service Provider may report the location of such conditions to the City so that the City can issue proper notice to the owner or occupant of the Commercial, Industrial or Residential Unit instructing the owner or occupant to properly contain such Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials. Should excess Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials continue to be placed outside of the Containers, the City shall require the Commercial, Industrial or Residential Unit to increase the frequency of collection of such Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials, or require the Commercial, Industrial or Residential Unit to utilize a Container with sufficient capacity so that the excess Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials will be regularly contained. The Service Provider shall be compensated for these additional Services as



provided for in Section 9 hereof, and shall be entitled to receive an extra collection charge for each additional Container requiring an extra collection.

#### **SECTION 18. NON-COLLECTION AND COMPLAINTS.**

A. **Notice from the Service Provider.** It is specifically understood and agreed that where the owner or occupant of a Commercial, Industrial or Residential Unit fails to timely place a Container as directed in Sections 4 and 5 hereof, or is otherwise in violation of the City's ordinances and regulations, the Service Provider's reasonable rules adopted hereunder or the provisions of this Agreement relating to the nature, volume or weight of Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials to be removed, the Service Provider may refrain from collecting all or a portion of such Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials and will notify the City within eight (8) hours thereafter of the reason for such non-collection. The Service Provider will provide notification to the Commercial, Industrial or Residential Unit of the reason for such non-collection, unless such non-collection is the result of the Commercial, Industrial or Residential Unit's failure to timely place the Containers, Bulky Items or Bundles out for collection.

B. Service Provider's local office shall be open so that customers can make complaints, requests for information, requests for service, etc. during the hours of 8:00 a.m. through 5:00 p.m., Monday through Friday, and from 8:00 a.m. through noon Saturday, excluding legal holidays. Service Provider agrees to secure an annual listing in the Fort Worth Telephone Directory under the name by which it conducts business in the community.

C. Service Provider's local office shall have a responsible person in charge during collection hours on collection days and shall be equipped with sufficient attendants to receive telephone calls. Attendant(s) shall respond to calls in a courteous manner within the following twenty-four (24) hour period.

D. Throughout the term of the Agreement, Service Provider shall establish and maintain an authorized Managing Agent and shall designate in writing to the City Manager the name, telephone number, and address of such agent to whom all notices may be served by the City of complaints received from citizens of the City.

E. All service complaints shall initially be directed to Service Provider and shall be resolved within twenty-four (24) hours. Service Provider shall supply the City with copies of all complaints on a form approved by the City indicating the disposition of each complaint. The form shall indicate the day and hour on which the complaint was received and resolved. When a complaint is received on the day preceding a holiday or a weekend, it shall be serviced on the next working day.

F. The City shall notify Service Provider of each complaint reported to the City in order for the Service Provider to take whatever reasonable steps are necessary to remedy the cause of the

complaint. Service Provider shall notify the City of its disposition within twenty-four (24) hours after receipt of the complaint.

G. Service Provider shall provide the City with a full explanation of the disposition of any complaint involving a customer's claim of damage to private property as the result of actions of Service Provider's employees, agents, and subcontractors..

H. Service Provider shall notify all customers about procedures, rules and regulations, and days of collection whenever there is a change in service, Notice is to be in the form of printed matter distributed by Service Provider to all premises served by Service Provider at least thirty (30) days prior to any change in the procedures, rules and regulations, days of collection, service, etc. Such notice must be approved by the City prior to distribution.

I. City shall send out annual mailings prepared by the Service Provider, explaining to residential customers about trash, recycling and bulk/brush pick up service requirements, days of collection, procedures, etc. The first distribution shall be executed upon the effective date, the second shall be six (6) months from that date, and so forth.

J. The City Manager or her designee shall be responsible for deciding questions of dispute between the City, Service Provider, and/or a customer as to the validity of any complaint or the decision of the City of Joshua City Manager on such matters shall be final and all parties agree to abide by said decision; provided, however, that when Service Provider challenges any complaint or failure to perform under this Agreement, the City Manager may, in her sole discretion, request a joint inspection by a representative of the City and a representative of Service Provider. (However, such inspection shall not alter the City Manager's discretion to make the final decision regarding such matter.)

K. When the City is notified by an owner or occupant of a Commercial, Industrial or Residential Unit that Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials has not been removed from such Commercial, Industrial or Residential Unit and where no notice of non-collection or a change in collection schedule has been received by the City from the Service Provider, or the Service Provider has failed to collect Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials from the Commercial, Industrial or Residential Unit without cause, as supported by notice as described herein, then the Service Provider will use all reasonable efforts to collect such Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials on the day a collection order is issued by the City; provided however, that if the Service Provider fails to make such collection on the same day that a collection order is issued by the City, the Service Provider shall make such collection no later than 12:00 p.m. on the following Business Day, and there shall be no charge to the Service Provider for any such original non-collection or late collection so long as the Service Provider makes such collection within such time.

L. Employees of Service Provider shall not be required to expose themselves to the danger of vicious animals in order to accomplish refuse collection in any case where the owner or

tenants have animals at large, but Service Provider shall immediately notify the City, in writing, of such condition and of Service Providers inability to make collection.

M. Service Provider may cancel a portion or all of a scheduled service day due to hazardous weather conditions, and shall notify the City, in writing, of such cancellation.

#### **SECTION 19. HOURS OF SERVICE.**

For all the Services provided hereunder, the Service Provider's hours of service shall be between 7:00 a.m. to 7:00 p.m., Monday through Friday. The Service Provider will not be required to provide service on weekends or Holidays except during natural disasters or emergencies, and may, at its sole discretion, observe Holidays during the term of this Agreement; provided, however, that the Service Provider shall provide at least one (1) collection day per week.

#### **SECTION 20. COMPLIANCE WITH APPLICABLE LAWS.**

Service Provider hereby agrees to comply with all applicable federal, state, and local laws including the Fair Labor Standards Act and rules, regulations orders and decrees of the Texas Department of State Health Services, the Texas Commission on Environmental Quality (formerly the Texas Natural Resources Conservation Commission), the United States Environmental Protection Agency. **Service Provider shall indemnify and hold harmless the City, its officers, representatives, agents, and employees against any claim or liability arising from or based on the violation of any such laws, regulations, ordinances, order or decree, whether such violation was by Service Provider, its agents or employees, or any Service Provider or assignee.** Service Provider shall not be required to collect or dispose of any oil, sludge, fecal material or any radioactive, pathological, toxic, acidic or volatile material, or other hazardous waste or improper waste from any commercial or residential customer. Should Service Provider elect to dispose of such materials, Service Provider shall take such steps and precautions as are required by the applicable laws governing disposal of such material.

#### **SECTION 21. DUE CARE.**

The Service Provider shall exercise due care and caution in providing the Services so that the City's public and private property, including streets and parking areas, will be protected and preserved.

#### **SECTION 22. PERSONNEL AND PERFORMANCE STANDARDS.**

The Service Provider shall not deny employment to any person on the basis of race, creed or religion, and will insure that all federal and state laws pertaining to salaries, wages and operating requirements are met or exceeded. The Service Provider, its agents, servants and employees shall perform the Services in a courteous, competent and professional manner. During the term of this Agreement and any extension thereof, the Service Provider shall be responsible for the actions of its agents, servants and employees while such agents, servants and employees are acting within the scope of their employment or agency.

### **SECTION 23. INSURANCE COVERAGE.**

Service Provider shall not commence work under this Agreement until Service Provider has obtained all the insurance required under this Agreement, certificates evidencing such coverage are received by the City and such insurance has been approved by the City, Service Provider shall be responsible for delivering to the City Service Providers certificate of insurance for approval. Service Provider shall include the coverage of all sub Service Providers in any insurance policy it carries. The City also shall be named as an additional insured on each policy described in subsections (2) through (5) below and contain a waiver of subrogation against the City. All insurance policies shall contain a provision that states that coverage under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the City. The failure by the Service Provider to keep in full force and effect any insurance required by this Agreement shall be deemed a breach of this Agreement.

- (1) Workers Compensation Insurance- Service Provider shall maintain, during the life of this Agreement, Worker=s Compensation Insurance in the statutory amounts on all employees to be engaged in work under this Agreement, and for all subService Providers. In case any classes of employees engaged in hazardous work under this Agreement are not protected under the Worker=s Compensation Statute, the Service Provider shall provide adequate employer=s general liability insurance for the protection of such employees not so protected.
- (2) Comprehensive General Liability Insurance B Service Provider shall procure and shall maintain during the life of this Agreement Public Liability and Property Damage Insurance in an amount not less than \$5,000,000 covering each occurrence on account of bodily injury, including death, and in an amount not less than \$1,000,000 covering each occurrence on account of property damage.
- (3) Automobile Insurance- Bodily Injury and Property Damage- Service Provider shall procure and maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance in an amount not less than \$500,000 for injuries including accidental death to any one person and, subject to the same limit for each person, an amount not less than \$1,000,000 on account of one accident, and automobile property damage insurance in an amount not less than \$500,000.
- (4) Additional Coverage- Any insurance coverage that is required by statute, which is not expressly stated herein, shall be maintained in accordance with statutory requirements.
- (5) Excess Umbrella Liability Insurance- \$5,000,000 per occurrence.

Scope of Insurance- The insurance required under the above paragraphs shall provide adequate protection for Service Provider and its sub Service Providers, respectively, against damage claims which may arise from operations under this Agreement, whether such operations be by the insured or by anyone directly or indirectly employed by the insured. All insurance requirements made upon Service Provider shall apply to a sub Service Providers work operations.

Local Agent for Insurance and Bonding- The insurance and bonding companies with whom Service Providers insurance and performance bonds are written shall be authorized to do business in the State of Texas and shall be represented by an agent or agents having an office located within Johnson County, Texas or a county with a contiguous border to Johnson County, Texas. Each such agent shall be a duly qualified person, upon whom service of process may be had, and must have authority and power to act on behalf of the insurance and/or bonding company to negotiate and settle with the City, or any other claimant, any claims that the City or other claimant, or any property owner who has been damaged, may have against Service Provider or its insurance or bonding company. If the local insurance representative is not so empowered by the insurance or bonding companies, then such authority must be vested in a local agent or claims officer residing in the Fort Worth-Dallas metropolitan area.- The name of the agent or agents shall be set forth on all such bonds and certificates of insurance. Service Provider shall keep the required insurance in full force and effect at all times during the term of this Agreement, and any renewals thereof. Service Provider shall furnish to the City a certificate of insurance on a form approved by the City, evidencing that Service Provider has obtained the required insurance coverage. All policies shall provide that they may not be changed or canceled by the insurer in less than five (5) days after the City has received written notice of such change or cancellation.

#### **SECTION 24. INDEMNITY.**

**The Service Provider assumes all risks of loss or injury to property or persons caused by its performance of the Services. The Service Provider agrees to indemnify and hold harmless the City and its agents, directors, employees, officers and servants from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, liabilities, losses or expenses (including, but not limited to, reasonable attorneys' fees) caused by a willful or negligent act or omission of the Service Provider, its officers and employees. However, the Service Provider shall not be liable for any legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees caused by a willful or negligent act or omission of the City, its agents, directors, employees, officers and servants.**

#### **SECTION 25. SAVINGS PROVISION.**

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

PROVISIONS OF TIDS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY PERSON.

B. SERVICE PROVIDER SHALL LIKEWISE ASSUME ALL RESPONSIBILITY AND LIABILITY FOR AND SHALL INDEMNIFY AND HOLD HARMLESS THE CITY FOR ANY AND ALL INJURY OR DAMAGE TO CITY PROPERTY ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS OR OMISSIONS OF SERVICE PROVIDER, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, SUBSERVICE PROVIDERS, LICENSEES, OR INVITEES, INCLUDING WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND OTHER CONSULTANTS, EXPENDED BY THE CITY IN ANY SUIT OR CLAIM AGAINST THE SERVICE PROVIDER.

#### **SECTION 25. SAVINGS PROVISION.**

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

#### **SECTION 26. TERMINATION.**

In the event of an alleged breach by Service Provider, if any, of the terms, covenants, or provisions herein contained, City shall notify Service Provider of such alleged breach and if same is not resolved within (5) business days from such notice, City may, upon a determination (at a hearing as described herein) that a substantial breach has occurred and is continuing, terminate this Contract. Notwithstanding the above, if such breach does not involve the failure to pay funds to the City when due, and if Service Provider has diligently pursued resolution of a reported breach and said breach has not been cured within the five business day cure period, then the City will continue to allow Service Provider to diligently pursue the actions necessary to cure the breach, until either Service Provider has ceased diligently pursuing a cure or the breach is cured. The hearing prerequisite to such termination shall not be held until notice of such hearing has been given to the Service Provider at the address shown on the records of the City, and a period of at least ten (10) days has elapsed since the mailing of delivery of such notice. The notice shall specify the time and place of the hearing and shall include the alleged reasons for termination of this Contract.

The hearing shall be conducted in public by the City Council of the City of Joshua and the Service Provider shall be allowed to be present and shall be given full opportunity to respond and defend against such charges and allegations as set out against it in the notice. If, after the hearing is concluded, the City Council shall reasonably determine that a substantial breach of the terms, covenants or provisions of this Contract, as set forth in the notice has occurred, it may terminate this Contract and the same shall be null and void. This Contract may, at the option of the City,

be terminated in the event of the bankruptcy, receivership, or an assignment for the benefit of creditors by the Service Provider.

**SECTION 27. FORCE MAJEURE.**

The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

**SECTION 28. GOVERNING LAW AND VENUE.**

This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Texas, without giving effect to the conflict of laws rules thereof. Venue shall lie in Johnson County, Texas.

**SECTION 29. ATTORNEYS' FEES.**

The prevailing party in any dispute between the parties arising out of the interpretation, application or enforcement of any provision hereof shall be entitled to recover all of its reasonable attorneys' fees and costs whether suit be filed or not, including without limitation costs and attorneys' fees related to or arising out of any trial or appellate proceedings.

**SECTION 30. MISCELLANEOUS.**

A. Service Provider shall at all times observe all City ordinances controlling or limiting those engaged performing work under this contract; provided, however, that nothing contained in any ordinance now in effect or hereafter adopted pertaining to the collection of brush, debris, garbage, hazardous waste, bulky items, refuse, bundled or boxed items or other trash shall in any way be construed to affect, change or modify or otherwise alter the duties, responsibilities and operation of Service Provider in the performance of the terms of this contract. It is the intention hereof that Service Provider be required to perform the terms of this contract regardless of the affect of interpretation of any municipal ordinance which in any way relates to brush, debris, garbage, hazardous waste, bulky items, refuse, bundled or boxed bundled items or trash.

B. Multiple Originals. This agreement may be executed in multiple originals, each of which shall be deemed for all purposes to be an original, and all of which are identical.

C. Paragraph Headings. The paragraph headings contained herein are for the convenience in reference and are not intended to define or limit the scope of any provision of this Contract.

D. Successors and Assigns. All of the terms, covenants, and agreements contained herein shall be binding upon and shall ensure to the benefit of successors and assigns of the respective parties hereto.

E. Notices. Notices by either party to the other party shall be sufficient if sent by certified mail, postage paid, return receipt required, addressed to the other party at the addresses designated below each party's signature hereunder.

F. Governmental Powers. It is understood and agreed that by execution of this Agreement, City does not waive or surrender any of its governmental powers.

G. Taxes. Service Provider shall pay all federal, state, and local taxes including sales tax, social security, worker's compensation, unemployment insurance, and any and all other required taxes which may be chargeable against labor, material, equipment, real estate, and any other items necessary to and in performance of this contract.

K. Licenses, Permits, and Fees. Service Provider agrees to obtain and pay for all licenses, permits, certificates, inspections and all other fees required by law or otherwise necessary to perform the services prescribed hereunder. Service Provider shall also pay, at Service Provider's own expense, all disposal fees associated with the collection, removal and disposal of refuse.

### SECTION 30. ACCEPTANCE.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS AT A TIME AND PLACE IN COMPLETE CONFORMITY WITH THE OPEN MEETING LAWS OF THE STATE OF TEXAS AND ALL OTHER APPLICABLE LAWS THIS 5<sup>th</sup> DAY of DEC 2019.

Waste Connections of Lone Star Inc.

By: Robert A. Nielsen  
12/5/19  
ROBERT A. NIELSEN

Signed and Sealed this 5<sup>th</sup> day of December, 2019

City of Joshua

By: Josh Jones  
Josh Jones, City Manager





**WASTE CONNECTIONS, INC**

4001 Old Denton Rd, Haltom City, Texas 76117

Contact: Marty Grant; District Manager

Phone: (817) 222-2221

**City of JOSHUA  
RATE SHEET**

Effective:

RESIDENTIAL Take -All Service:     \$11.30     per month, per Single-Family Residential Unit  
 CURBSIDE RECYCLING:     \$2.75     per month, per Single-Family Residential Unit  
 Commercial Hand Collect (1) Roll Out:     \$25.53     per month, per Commercial Hand Collect Unit

**COMMERCIAL RATE SCHEDULE**

CONTAINER SIZE	Lifts Per Week						Extra-Lifts
	1	2	3	4	5	6	
2 Cubic Yd	61.73	99.87	178.54	252.68	356.87	491.73	89.00
3 Cubic Yd	72.63	130.14	231.50	328.33	455.42	485.51	89.00
4 Cubic Yd	83.22	160.40	255.70	366.16	491.72	605.23	89.00
6 Cubic Yd	122.55	211.82	290.51	396.41	517.46	638.52	89.00
8 Cubic Yd	132.90	248.62	346.50	462.98	602.20	748.96	89.00

Containers w/ Casters **\$ 12.39 per month, per Container**  
 Containers w/ Locks or Gates

**CONTAINER ROLL OFF OPEN TOP RATES**

CONTAINER SIZE	HAUL	DELIVERY	DAILY RENT	DISPOSAL	DRY RUNS
20 Cubic Yd	175.00	75.00	3.50	\$35.00 per ton	80.00
30 Cubic Yd	175.00	75.00	3.50	\$35.00 per ton	80.00
40 Cubic Yd	175.00	75.00	3.50	\$35.00 per ton	80.00

**CONTAINER COMPACTORS ROLL OFF RATES**

CONTAINER SIZE	HAUL	DAILY RENT	DISPOSAL	WASH OUTS	DRY RUNS
20 Cubic Yd	307.79	Negotiable	\$38.63 per ton	174.92	90.52
30 Cubic Yd	307.79	Negotiable	\$38.63 per ton	174.92	90.52
35 Cubic Yd	307.79	Negotiable	\$38.63 per ton	174.92	90.52
40 Cubic Yd	307.79	Negotiable	\$38.63 per ton	174.92	90.52
42 Cubic Yd	307.79	Negotiable	\$38.63 per ton	174.92	90.52

**Franchise and Billing Fees:**

Residential: 6.0%  
 Commercial: 6.0%

\* All rates are inclusive of all franchise and billing fees

\* Rates do not include any Sales Tax

\* Rates do not include any Fuel Surcharges

EXCLUSIVE FRANCHISE AGREEMENT  
FOR THE COLLECTION, HAULING, RECYCLING AND DISPOSAL OF  
MUNICIPAL SOLID WASTE, CONSTRUCTION AND DEMOLITION WASTE, AND  
RECYCLABLE MATERIALS  
IN THE CITY OF JOSHUA, TEXAS

DECEMBER 1, 2019



## City of Joshua Trash/Recycle Service

### Joshua is Talkn' Trash

The city is exploring options regarding Trash/Recycle/Bulk Service and wants to hear from Joshua Citizens.

\* 1. Which ONE of the following Trash/Recycle Collection options would you prefer?

My service continues as is with no change in collection or cost. The current cost for trash service is \$11.30 per month, and recycle service is \$2.76 per month, including bulk service every Thursday, a total of \$14.06 monthly. No rolling trash tote provided. (Please note that the current price is subject to change at the end of the contract in 2024)

My service changed to one (1) Trash and one (1) Recycle collection per week (instead of 2 trash), with rolling trash and recycle tote (1 each) provided at the cost of 14.05 per month with bulk service not included in the monthly fee. Extra totes are available at \$6.00 each per month.

My service changed to two (2) Trash and one (1) Recycle collections per-week, with rolling trash and recycle tote (1 each) provided at the cost of \$17.44 per month, with bulk service not included in the monthly fee. Extra totes are available at \$6.00 each per month.

\* 2. If the service is changed, please choose the Bulk Service you prefer.

Bulk/Brush Service added for the entire city 1x per month with a mandatory fee added of \$3 per home. Each resident will be required to pay the fee regardless of use.

Bulk/Brush Service provided by residents contracting (as needed) with collection company for the cost of \$35 per yard.

\* 3. Are you satisfied with our current collection company, or would you like to see the City solicit bids from other companies?

Satisfied with current collection company

Would like to see the City solicit bids from other collection companies



## City of Joshua Trash/Recycle Service

### Joshua is Talkn' Trash

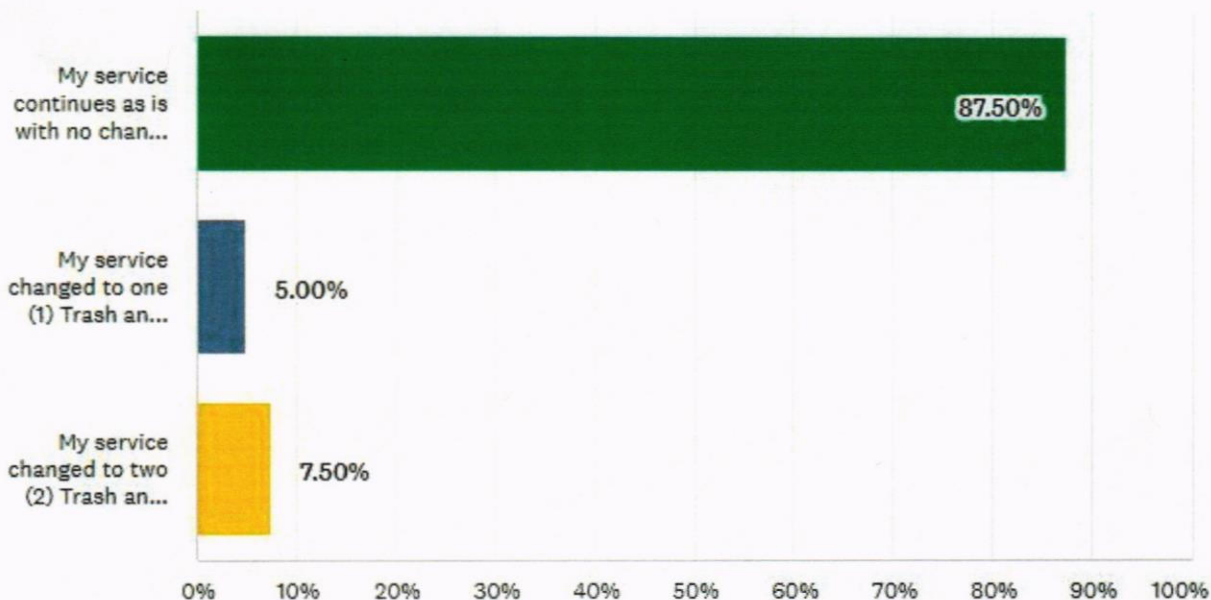
The city is exploring options regarding Trash/Recycle/Bulk Service and wants to hear from Joshua Citizens.

\* 1. Which ONE of the following Trash/Recycle Collection options would you prefer?

- My service continues as is with no change in collection or cost. The current cost for trash service is \$11.30 per month, and recycle service is \$2.76 per month, including bulk service every Thursday, a total of \$14.06 monthly. No rolling trash tote provided. (Please note that the current price is subject to change at the end of the contract in 2024)
- My service changed to one (1) Trash and one (1) Recycle collection per week (instead of 2 trash), with rolling trash and recycle tote (1 each) provided at the cost of 14.05 per month with bulk service not included in the monthly fee. Extra totes are available at \$6.00 each per month.
- My service changed to two (2) Trash and one (1) Recycle collections per week, with rolling trash and recycle tote (1 each) provided at the cost of \$17.44 per month, with bulk service not included in the monthly fee. Extra totes are available at \$6.00 each per month.

### Which ONE of the following Trash/Recycle Collection options wo... ...

Answered: 40 Skipped: 0

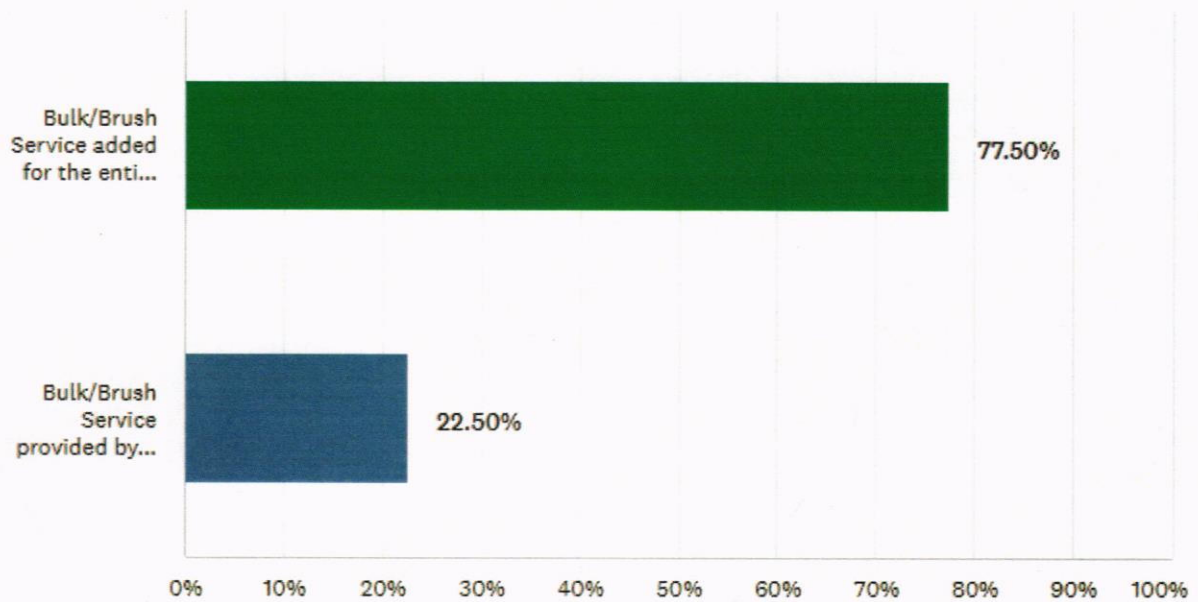


\* 2. If the service is changed, please choose the Bulk Service you prefer.

- Bulk/Brush Service added for the entire city 1x per month with a mandatory fee added of \$3 per home. Each resident will be required to pay the fee regardless of use.
- Bulk/Brush Service provided by residents contracting (as needed) with collection company for the cost of \$35 per yard.

**If the service is changed, please choose the Bulk Service you pref...** ...

Answered: 40 Skipped: 0

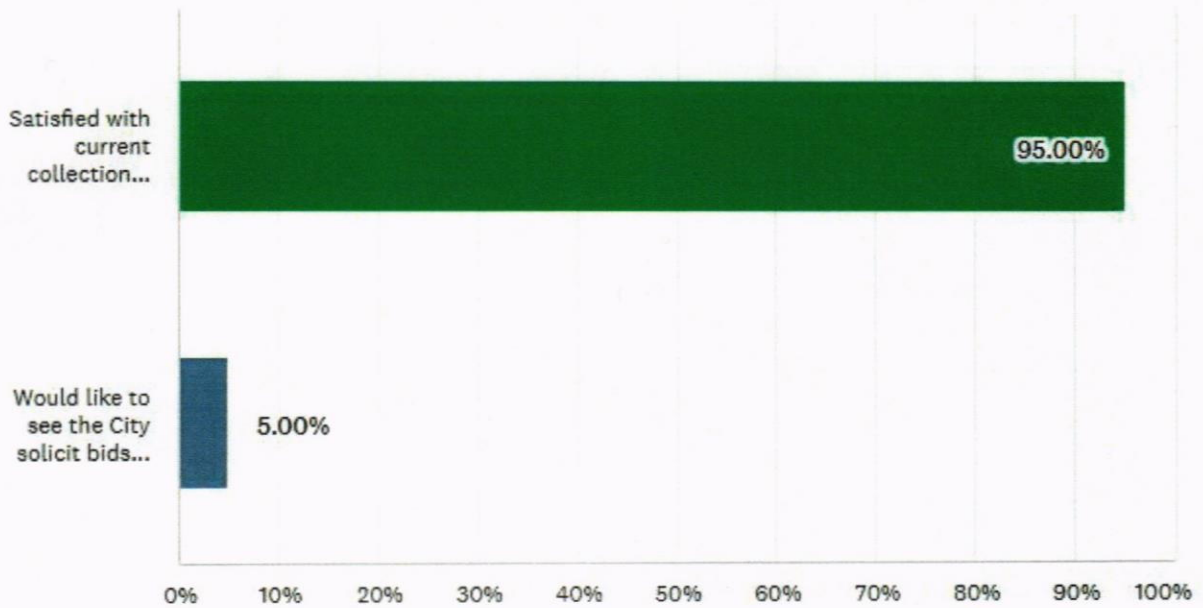


\* 3. Are you satisfied with our current collection company, or would you like to see the City solicit bids from other companies?

- Satisfied with current collection company
- Would like to see the City solicit bids from other collection companies

**Are you satisfied with our current collection company, or would y...** ...

Answered: 40 Skipped: 0





**City Council Agenda  
January 16, 2025**

**Minutes Resolution**

**Discussion Item**

**Agenda Description:**

Discuss and receive an update regarding the amendment to the Sign Ordinance.

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## **ARTICLE 3.06. SIGNS**

### **Sec. 3.06.001. Purpose.**

The purpose of this article is to regulate the location, size, construction, duration, use, and maintenance of all signs within the City and its extraterritorial jurisdiction on a content-neutral basis. The general objectives of this article are to balance the rights of individuals to convey their messages through the lawful use of signs with the rights of the public to be protected from potential harm, to promote the health, safety, and welfare of the general public, and to aid in achieving the following goals:

- (1) *Safety.* To promote the safety of persons and property by providing that signs do not:
  - (A) Create a hazard due to collapse, fire, decay, and/or abandonment;
  - (B) Obstruct firefighting or police observation; or
  - (C) Create traffic hazards by confusing or distracting pedestrians, motorists, or cyclists.
- (2) *Provide information.* To promote the efficient transfer of information through the effective use of signs, with messages that:
  - (A) Afford priority to the conveyance of public safety messages;
  - (B) Allow businesses and services to identify themselves to the public;
  - (C) Allow potential customers to locate a business or service; and
  - (D) Ensure that the right of free speech is preserved.
- (3) *Environmental preservation and aesthetics.* To protect the public welfare and to preserve and enhance the appearance and economic value of the built environment, by providing that signs:
  - (A) Do not interfere with any scenic views;
  - (B) Do not create visual clutter to persons using the public rights-of-way;
  - (C) Do not create a nuisance to occupants or customers of adjacent property by sign size, height, brightness, or materials; and
  - (D) Do not have a detrimental effect on land or property values.
- (4) Any pictures or graphics depicted in this article are not intended to portray the content or intended message of a sign but are intended only to provide a visual example of the applicable requirements.

### **Sec. 3.06.002. Authority and jurisdiction.**

- (a) The terms and conditions of this article shall apply to all signs located within either the City or its extraterritorial jurisdiction (ETJ), pursuant to V.T.C.A. Local Government Code, ch. 216, as amended. The administrative official shall be responsible for interpreting and administering this article. Allegations of errors in orders, decisions, and/or determinations by the administrative official in the administration of this article shall be handled in accordance with section 3.06.021 of this article.
- (b) Signs located on property owned by the City, an independent school district or any other governmental agency are not required to meet the requirements of this article. However, signs located on property owned by the City shall be permitted only upon approval of the City Manager.



### Sec. 3.06.003. Definitions.

For the purposes of this article, the following words shall have the following definitions ascribed to them. Words not defined in this article shall be given their common and ordinary meaning.

*Abandoned sign* means a sign that remains in place and continues to advertise a business, lessor, service, owner, product, or activity that has ceased operations or has closed for 30 days or more, or pertains to a time, event, or purpose which no longer applies.

*Administrative Official* means a City employee appointed or otherwise designated by the City Manager to interpret and/or enforce the regulations of this article.

*Attached sign* means any sign affixed to, applied on, or supported by any part of a building located on-premises.

*Awning sign* means a permanent sign that is directly applied, attached, or painted onto an awning, which is a projection, shelter, or structure of canvas, metal, wood, or other similar approved material that covers a pedestrian walkway and is intended for protection from the weather or as a decorative architectural feature.

*Banner sign* means a temporary attached sign having characters, letters, or illustrations applied to plastic, cloth, canvas, or other light fabric, with the only purpose of such nonrigid material being for background.

*Billboard sign* means a large freestanding sign, generally supported by a metal frame, and consisting of two parallel sign faces which are oriented in opposite directions, used for the display of posters, printed, or painted advertisements that generally directs attention to a location other than the premises on which the sign is located.

*Blade sign* means a permanent sign mounted under an awning or other roof-like structure of a building facade that extends perpendicular to the normal flow of pedestrian traffic.

*Building* means any structure that has a roof supported by columns or walls for shelter, support, or enclosure intended for persons, animals, or material goods for any use or occupancy. When separated by dividing walls without openings in a manner sufficient to prevent the spread of fire, each portion of such structure separated may be deemed as a separate building.

*Canopy sign* means a permanent sign that is applied, attached, painted, or affixed on a canopy or other roof-like cover over gasoline fuel pumps, vacuum area at car detail facilities, drive-through ATMs (when structure is not attached to the machine), or other areas where services are provided to a patron in a vehicle of which the structure is intended for protection from the weather or as a decorative embellishment.

*Certificate of occupancy* means an official certificate issued by the City which indicates conformance with building, zoning, and health safety regulations and authorizes legal use and occupancy of the premises for which it is issued.

*Changeable electronic message/reader board component or sign (CEMS)* means a permanent sign, a portion of a permanent sign or a residential real estate sign designed to allow wording or images to be changed at periodic intervals, either manually or electronically, and is operated whereby light is turned on and off intermittently. This definition includes any illuminated sign in which such illumination is not kept stationary or constant in intensity and color at all times when said sign is in use, including a light emitting diode ("LED") or digital sign. A term "changeable electronic message/reader board sign" does not include a sign located within the right-of-way that functions as a traffic-control device and that is described and identified in the Manual on Uniform Traffic Control Devices approved by the Federal Highway Administrator as the national standard.

*City* means the City of Joshua.

*City Manager* means the City Manager and/or other City employee designated by the City Manager.

*Construction fence sign* means a temporary sign containing graphics, symbols, text or images securely attached to, or printed directly onto the screening fabric of, a temporary fence or barrier placed around an active construction site.

*Development sign* means any temporary sign intended for display for a limited period of time and is designated with a timeframe as referenced in this article.

*Dilapidated* means any surface element, background, panels, or support of any sign that has finished materials that are missing, broken, bent, cracked, decayed, dented, harmful, hazardous, illegible, leaning, splintered, ripped, torn, twisted, or unsightly. Dilapidated is further defined as when the sign or its elements are not in compliance with the requirements of the National Electrical Code and/or the International Building Code currently adopted by the City .

*Downtown* means that area depicted in Figure 4 of the Downtown Framework Master Plan (Fall 2017), hereinafter referred to as the Downtown Master Plan.

*Downtown sign* means a freestanding permanent sign fabricated by using one or more visible posts to support the sign body.

*Effective sign area* means the area of the sign that is utilized for the display of information to include background, however, does not include the framework or base of the sign.

*Elevations* means drawings to scale of the external face of a building or structure.

*Facade* means any separate face of a building, including parapet walls and omitted wall lines, or any part of a building which encloses or covers usable space. Where separate faces are oriented in the same direction, or in directions within 45 degrees of one another, they are to be considered as part of a single facade.

*Flag* means a piece of fabric attached to a staff or cord on one end and generally used as a symbol of a nation, state, political subdivision, or organization.

*Flagpole* means a freestanding device permanently placed in the ground for the purpose of flying a flag of a nation, state, political subdivision, or organization.

*Frame duration* means the time during which the frame continues on a CEMS.

*Government/regulatory sign* means any sign for the control of traffic or for identification purposes, street signs, warning signs, railroad crossing signs, and signs of public utility and service companies indicating danger or construction, which are erected by or upon the order of a public officer, employee or agent thereof, in the discharge of official duties.

*Graffiti* means pictures, words, slogans, images, or other artwork painted, drawn, scratched, or applied in any manner to exterior walls, fences, structures, vehicles, stone, statues, buildings, or other items in public view. Graffiti includes the illegal or unauthorized defacing of a building, wall, or other edifice or object by painting, or otherwise, marking it with words, pictures, symbols, advertising, logos, relations with a group, indecent/vulgar images, or offensive language.

*Human sign* means any hand-carried or held sign, symbol, or display on persons visible from the public right-of-way, which may include persons dressed in costume.

*Impounded sign* means a sign that is legally removed by the administrative official in accordance with the provisions of this article.

*Incidental sign* means a sign that is normally incidental to the allowed use on the property such as, but not limited to, directional signs, entrance, exit, or overhead clearance.

*Inflatable sign* means a temporary sign manufactured of plastic, cloth, canvas, or other light fabric and inflated with air.

*Logo* means any registered or recognized design, insignia, or other mark, which is used in advertising to identify an organization, individual, company, or product.

*Major thoroughfare* means a four to six lane divided roadway measuring a minimum 120 feet from rights-of-way, per the City's thoroughfare design standards.

*Mechanical sign* means any sign, which rotates, shakes, or moves by means of a motor, battery, or the like.

*Merchandise display* means any goods, wares, merchandise, or other advertising object or structure suspending from any building, pole, structure, sidewalk, parkway, driveway, parking area, or fuel pump island for the purpose of advertising such items.

*Message transition* means the process or period of changing from one message to another on a CEMS.

*Minor thoroughfare* means a four lane divided roadway measuring a minimum 90 feet and a maximum 110 feet from rights-of-way, per the City's thoroughfare design standards.

*Model home monument* means a temporary freestanding sign located within a residential district on a lot containing either a model home that is open to the public for view by customers or a construction or sales trailer for the purpose of builder identification.

*Monument sign* means a permanent freestanding sign that is supported from grade to the bottom of the sign, having or appearing to have a solid and opaque base independent of the principle building or structure, and is generally used to identify the name of a business and/or development on the property.

*Multi-tenant monument sign* means a permanent freestanding sign that is supported from grade to the bottom of the sign, having or appearing to have a solid and opaque base independent of the principle building or structure, and is generally used to identify multiple businesses within a single lot.

*Neglected sign* means a sign that has rust, loose parts, or damage as in missing panels, burned out lights, missing letters or characters, faded from its original color, or supports or framework with missing parts and is generally not maintained.

*Nonconforming sign* means a sign and its supporting structure which do not conform to all or part of the provisions of this article.

*Nonresidential use* means any structure or use not included in the definition of "residential use" contained in this article including, but not limited to, a home-builder model home, a temporary sales trailer, and an apartment leasing office.

*Notice* means a notice required by this article shall be sufficient if it is submitted by personal delivery, registered or certified mail with return receipt requested, and/or sending the notice through the United States Postal Service.

*Obscene sign* means a sign in which the dominant theme of material taken as a whole appeals to a prurient interest in sex, is patently offensive because it affronts community standards relating to the description or representation of sexual matters, and is utterly without redeeming social value.

*Obsolete* means no longer produced or used; out of date.

*Off-premises sign* means a sign that advertises, promotes, or pertains to a business, person, organization, activity, event, place, service, product, etc. at a location other than where the sign is located.

*On-premises sign* means a sign that advertises, promotes, or pertains to a business, person, organization, activity, event, place, service, product, etc. at the location of which the sign is located.

*Outdoor machine sign* means a sign located on an outdoor machine, device, or equipment which may include, but is not limited to, coin-operated vending machines, fuel dispensing pumps, telephone facilities, automatic teller machines, automotive vacuum cleaners, amusement rides, and similar machines, devices, or equipment.

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*Person* means any person, firm, partnership, corporation, company, organization, or business entity of any kind.

*Pole sign* means a sign that is mounted on a single freestanding column, pole, upright, or brace placed in or upon the ground and is not a part of a building.

*Political sign* means a temporary sign announcing or supporting political candidates or issues in connection with a national, state, or local election.

*Portable sign* means any sign not permanently attached to the ground or to a building, which is designed to be easily transported or conveyed to different locations. This term includes, but is not limited to, signs on wheels or affixed to trailers or skids, tent signs, sandwich board (A-frame) signs, T-shaped signs, airborne signs, and similar devices.

*Premises* means a lot, parcel, tract, or plot of land together with the buildings and structures thereon.

*Prima facie* means accepted as correct until proven otherwise.

*Prohibited sign* means signs that do not comply with this or other applicable ordinances. Signs that are otherwise not allowed within City boundaries.

*Projecting sign* means a permanent attached sign that is wholly or partially dependent upon a building for support and extends more than 12 inches from said building, generally at a right angle.

*Pylon sign* means a permanent freestanding sign that has two or more supports and is permanently affixed to the ground by such supports, but not having the appearance of a solid base.

*Residential real estate sign* means a temporary sign placed on property indicating that a home or residential property is for sale, rent or lease.

*Residential use* means a structure where the primary purpose is to provide a permanent place of residence to an individual or family.

*Residential yard sign* means an on-site temporary residential sign used to publicize or announce information at the discretion of the homeowner or tenant of the property such as, but not limited to, home improvement signs, residential real estate signs, or school affiliation signs.

*Restaurant use drive-through sign* means a permanent freestanding sign used in conjunction with a drive-through or drive-in for patrons who remain in a vehicle.

*Revolving sign* means a sign that turns, spins, partially revolves, or completely revolves 360 degrees on an axis.

*Right-of-way* means the area on, below, or above a public roadway, highway, street, public sidewalk, waterway, or utility easement in which the City has an interest.

*Roof sign* means a sign mounted on and supported by the roof portion of a building, above the uppermost edge of a parapet wall and is supported by the building, or a sign that is painted directly upon the roof or top of a building.

*Sandwich board (A-frame) sign* means a portable sign consisting of two panels of equal size, which are hinged at the top and placed on the ground or pavement so as to be self-supporting.

*Scoreboard* means a sign located on or adjacent to an athletic field or stadium, which is used to display information pertaining to an event at the field or stadium.

*Sculpted aluminum panel* means an aluminum sign panel with text or graphic depictions cut out from the panel, typically with a translucent material covering the cut-out from the inner side of the panel.

*Searchlight* means any use of lighting intended to attract the general public by the waving or moving of light beams.

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*Sign* means any form of publicity or advertising which directs attention to an individual, business, commodity, service, activity, or product, by means of words, figures, numerals, emblems, devices, trade names, or trademarks, or other pictorial matter that communicates information of any kind to the public.

*Sign coordination plan* means a document used to determine consistency and uniformity among signs, their overall location(s) on a given property, and the relationship of the signs to surrounding existing, proposed, and future improvements.

*Special purpose sign district (SPSD)* means an overlay district approved by City Council that exclusively addresses sign regulations within a unified development zone.

*Strip center* means a commercial building comprised of multiple, individual businesses on a single lot where the primary entrance for each tenant is generally accessed from the outside.

*Subdivision* means the division of a lot, tract, or parcel of land into two or more lots, plats, sites, or other divisions of land for the purpose, whether immediate or future, of sale or of building development.

*Subdivision entry sign* means a sign mounted to a screening wall or engraved into a masonry facade used to identify a residential development.

*Total sign area* means the total area of a sign, including the display, framework, and base.

*Unified development sign* means a freestanding permanent sign that is supported from grade to the bottom of the sign, having or appearing to have a solid and opaque base, independent of the principle building or structure, and generally used to identify the name of multiple nonresidential tenants within a unified development zone.

*Unified development zone (UDZ)* means multiple lots depicted on the same site plan that will be united through common building architecture, building color, building materials, signage, landscaping, access, and parking on contiguous parcels.

*Vehicle* means a motorized machine on wheels, treads, or runners by which any person, material, commodity, or property is or may be transported.

*Vehicular sign* means a sign painted upon or applied directly to (including magnetic) any truck, car, bus, trailer, boat, recreational vehicle, motorcycle, or other vehicle. Vehicular signs shall exclude bumper stickers, license plates, and inspection and registration stickers.

*Waiver* means an official written request to the City Council used to allow exceptions to regulations or requirements of this article.

*Wall sign* means a sign attached or painted directly to an exterior wall of a building or dependent upon a building for support with the exposed face of the sign located in a place substantially parallel to an exterior building wall to which it is attached or by which it is supported.

*Wind device* means any pennant flag, streamer, spinner, balloon, feather sign, or similar device made of cloth, canvas, plastic, or any flexible material designed to float or move freely.

*Window sign* means a sign affixed to any surface of a window (internal or external) or is located within three feet from the interior window of any establishment.

*Wood frame sign* means a temporary freestanding sign that is used to advertise new or future improvement or the sale of the commercial property on which the sign is located. In no case shall a wood frame sign contain information pertaining to off-premise use. Although wood frame signs are generally constructed of wood, the definition does not exclude metal or plastic signs used for the same purpose.

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**Sec. 3.06.004. Permit requirements.**

- (a) *Permit required.* No sign, other than those listed in section 3.06.012 of this article as exempt from the requirement of permit, shall be constructed, placed, attached, altered, displayed, and/or secured to the ground, any building, and/or any structure, until a permit for such sign has been issued by the Development Services Department of the City . In no event shall a permit be required for any government/regulatory sign, and a government/regulatory sign may be placed in the public right-of-way.
- (b) *Application.*
- (1) An application for a sign permit may be obtained from the Development Services Department of the City . The administrative official shall complete the review of an application for a sign permit within 30 days of the receipt of said application by the City . A permit shall be approved if a proposed sign conforms to all City ordinances and any currently adopted building codes that may be applicable.
  - (2) A diagram shall be provided showing the location of the sign on the property, any applicable dimensions of the proposed sign, as well as any applicable proposed electrical connections.
  - (3) Any sign may be required to provide engineer sealed plans, at the discretion of the administrative official, upon review.
  - (4) Incorrect information shall be grounds for revocation of the proposed permit.
  - (5) Plan review comments not addressed within 90 days of comments being sent shall result in the voiding of said permit.
- (c) *Fees.*
- (1) Fees for sign permit applications shall be assessed in accordance with the City's currently adopted fee schedule.
  - (2) Nonprofit organizations are exempt from any applicable permit fees for temporary signage. They are, however, required to obtain a permit (if applicable) and comply with ordinance regulations.
- (d) *Work without a permit.* A fee of two times the amount of the permit fee shall be assessed for any work done without or prior to the issuance of a permit.
- (e) *Permit expiration.*
- (1) A permit for a sign shall expire if the construction of said sign is not completed and inspected within 180 days from the date the permit is issued.
  - (2) Additional time may be approved by the administrative official with just cause, upon receipt of written request prior to expiration of said permit.
  - (3) Upon expiration of a sign permit, any work conducted will therefore be considered as work without a permit and shall be removed per section 3.06.011(b) of this article or shall be re-permitted with additional fees to be assessed.

**Sec. 3.06.005. Sign contractor registration.**

- (a) *Requirement.* A sign contractor who is registered with the City under this section is authorized to install, construct, or maintain any sign within the City as well as contract for such service. To be registered under this section, a sign contractor shall submit a contractor registration form, along with a valid state trade license (when applicable), a valid photo identification card, and proof of general liability insurance to the Development Services Department. A registration will be processed if all requirements of City ordinances are met.

- (b) *Timeframe.* A registration is valid for the calendar year in which it is submitted.
- (c) *Fees.* Please refer to the City's currently adopted fee schedule for any applicable registration fees.
- (d) *Violations.* The registration of any sign contractor may be cancelled at the discretion of the Administrative Official, when such contractor repeatedly violates the requirements of this article. Conviction in court, whether appealed or not, on two or more violations over a period of 12 months, shall constitute evidence of repeated violation. Any registration thus cancelled shall not be renewed for such contractor, or anyone operating in collaboration with such contractor, until all such violations have been corrected. Once violations have been corrected and approval has been received by the administrative official, the contractor's registration may be renewed upon furnishing the bond required in section 3.06.006.

### **Sec. 3.06.006. Sign contractor certificate of insurance/bond.**

- (a) *Requirement.* No registration for the installation, placement, and/or maintenance of signs shall be issued to any person nor shall any person install, place, or maintain any sign until such person has provided proof of general liability insurance in the amount of \$100,000.00 to the administrative official or filed with the City Secretary a surety bond in the sum of \$5,000.00. Such bond shall be approved by the City Manager and shall be conditioned for the installation and/or construction of signs in accordance with the ordinances of the City and the laws of the state. Said bond shall provide for the indemnification of the City for any and all damages or liability which may accrue against it by reason of faulty installation, construction, demolition, repair, removal, defects in, or collapse of any sign for a period of one year after construction or for such a period of time that said sign is maintained or serviced under the direction of the maker of such bond, whichever is longer. Such bond shall further provide for the indemnification of any person who shall, while upon public property or in any public place, incur damage for which the principal name in the bond is legally liable.
- (b) *Cancellation.* When any sign contractor's license has been cancelled as provided in section 3.06.005(d), such license shall not be renewed until the contractor furnishes an additional bond in the amount of \$5,000.00 guaranteeing compliance with the provisions of this article. Said bond will be in place for a period of two years following the renewal of the license and shall be provided on a form approved by the City Attorney.

### **Sec. 3.06.007. Inspections.**

- (a) *Compliance inspections.* All signs that require a permit be obtained prior to construction shall require inspection by the administrative official as indicated on the City -approved permit and/or plan set.
- (b) *Periodic inspections.* The administrative official reserves the right to perform periodic inspections of all signs regulated by this article. The purpose of the inspection is to ascertain whether the same is obsolete, unsafe or insecure, dilapidated or deteriorated, and to ensure that the sign has been constructed in accordance with applicable ordinances, and any applicable permits. The method and time of such inspections shall be determined by the administrative official.
- (c) *Notice of noncompliance.* If the administrative official determines that any sign is unsafe, insecure, dilapidated, or deteriorated, he shall give written notice to remove or replace said sign to the person or persons responsible, in accordance with this article.
- (d) *Order of removal.*
  - (1) If the permit holder, owner of the sign, or owner of the property on which the sign is located fails to remove or repair the sign within ten days after said notice or fails to file an allegation of error in accordance with this article, the administrative official is hereby authorized to cause the removal of such sign.
  - (2) Any expense incident to the removal of said sign shall be paid by the permit holder, owner of the sign, or owner of the property on which the sign is located.

- (3) Nothing contained herein shall prohibit the immediate removal, without notice, of any sign or portion of a sign, which is determined by the administrative official to be an immediate threat or danger to the health, safety, and general welfare of the public.
- (4) The removal of the sign or portion of the sign shall be limited to the extent necessary to eliminate the threat to the health, safety, and general welfare of the public.
- (5) The City is authorized to file a lien against any property, which is not otherwise exempt, to recover expenses incurred by the City for the removal of a sign or portion of a sign from a property.

### **Sec. 3.06.008. Sign specifications and design.**

- (a) *Compliance.* All sign structures shall comply with this article, the zoning ordinance for the City, the building code as currently adopted, the National Electrical Code as currently adopted, and other City ordinances. If the standards as described herein are more restrictive, the provisions of this article shall apply.
- (b) *Visibility.* All signs shall observe all visibility requirements. Signs shall not be placed within visibility triangles, corner clips, or V.A.M. (visibility, access, and maintenance) easements. No sign shall be constructed or displayed in such a manner as to interfere with, obstruct the view of, or be confused with any authorized traffic sign, signal, or device.
- (c) *Restrictions.* Unless otherwise permitted within this article, no person shall post or cause to be posted, attach, or maintain any sign:
  - (1) Upon any City-owned property or right-of-way except in accordance with V.T.C.A., Election Code, §§ 61.003 and 85.036, as amended; however, signs may be placed within one foot of any adjacent Texas Department of Transportation right-of-way property line.
  - (2) Upon any utility easement. Should a property owner be able to demonstrate to the administrative official and/or utility company that there is no other viable location, a sign may be located within the utility easement, subject to written approval from the administrative official and/or utility company, and a letter provided by the property owner releasing the City of any liability for repair or replacement of a sign damaged as a result of work occurring within said utility easement;
  - (3) Upon any tree, publicly owned light pole, or any utility pole or structure;
  - (4) Upon any fence, railing, or wall, except in accordance with section 3.06.012(2)(M);
  - (5) Upon any sidewalk within the right-of-way or a sidewalk easement, curb, gutter, or street, with the exception of house numbers or fire lane designations;
  - (6) Upon or to the supporting members of any fire escape, nor shall it be guyed to or supported by any portion of the fire escape;
  - (7) No sign shall be constructed closer than two feet from any telephone cable, power line, or any streetlight standard;
  - (8) No sign shall be constructed as to block, partially block, or interfere in any way with a required means of egress from any building or window;
  - (9) No sign shall block, interfere, or otherwise hinder pedestrian or vehicular traffic on a public sidewalk, a public thoroughfare, a fire lane easement, or a driveway required to access parking; and
  - (10) Signs constructed of glass or other material, which may shatter upon impact, are prohibited over public right-of-way.
- (d) *Multiple signs on a property or building.* The permitting of a sign on a property or building shall not prevent the permitting of other types of signs on a property or building unless the signs are expressly prohibited herein.



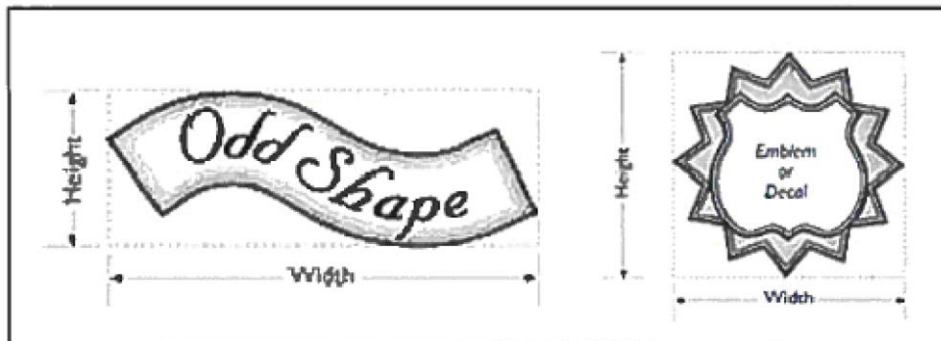
**Sec. 3.06.009. Sign measurement.**

(a) *Area.* The area of a sign shall be measured as follows:

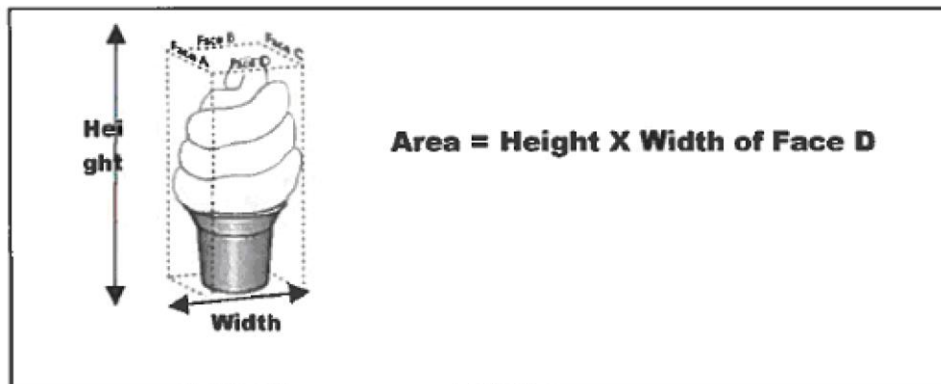
- (1) For signs in the shape of a square, rectangle, circle, or similar standard geometric shape, the area shall be calculated by using the standard mathematical formula (height multiplied by width, 3.14 multiplied by radius squared, etc.).



- (2) For signs with an irregular shape, the area shall be measured by drawing a box around the entire body of the sign, enclosing the sign elements with four intersecting lines and using the standard mathematical formula (height multiplied by width).

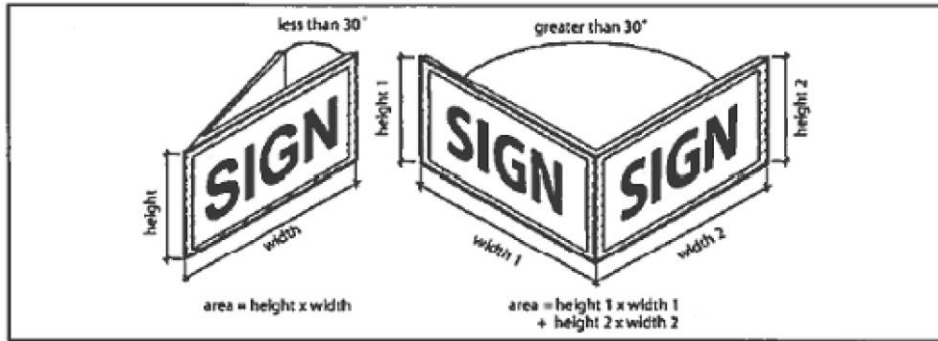


- (3) The area of a spherical, cylindrical, or other three-dimensional sign shall be measured by calculating the area of a two-dimensional drawing of the largest elevation of the sign.



- (4) Where a sign has two faces, the area of the largest sign face shall be used to determine the area of the sign provided the two faces are within 30 degrees from parallel. Where a sign has two or more faces

that are greater than 30 degrees from parallel, the sign area shall either be calculated as the sum of the area of each face, or the sign will constitute two signs (a V-shaped sign).

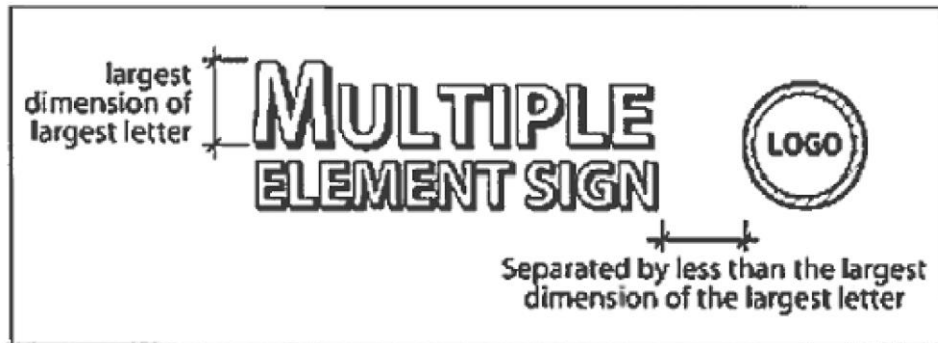


- (5) Letters forming a word or name shall be considered a single sign, regardless of the spacing between letters.

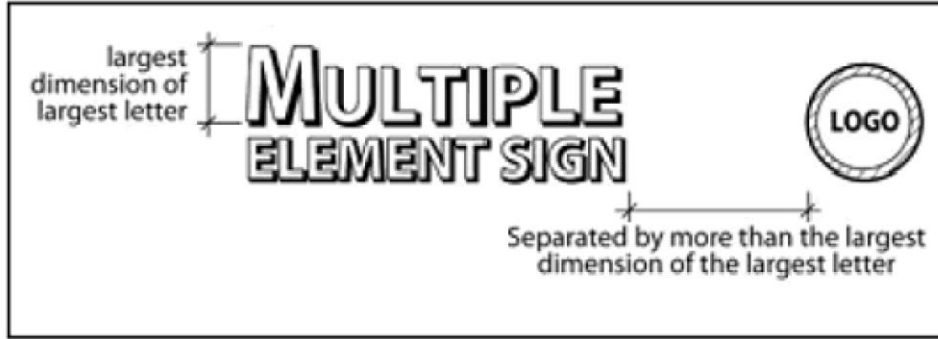


(b) *Multiple elements.*

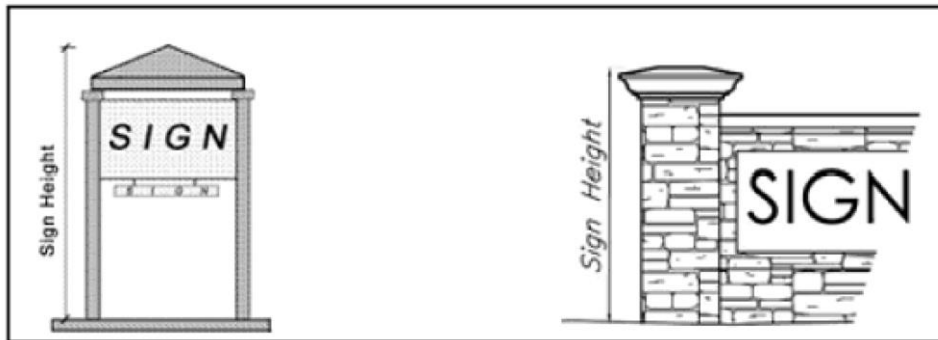
- (1) When two or more separate items in a sign are separated horizontally or vertically by less than the width or height of the largest letter, the items shall be considered a single sign and the area shall be determined by measuring the area enclosing the sign elements with straight, intersecting lines.



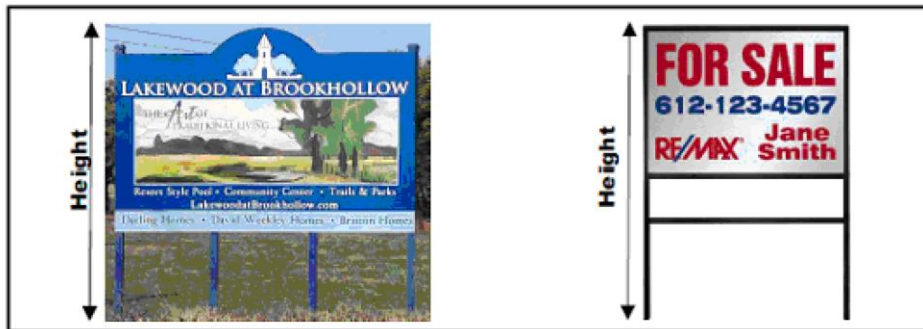
- (2) When two or more separate items in a sign are separated horizontally or vertically by more than the width or height of the largest letter, the items shall be considered separate signs and the area shall be determined individually.



- (c) *Height.* The height of all signs shall be measured from the top edge of the sign and/or support structure to the average finished grade of the ground below the sign and/or support structure. If a sign is located on a mound, berm, or other raised area for the sole purpose of increasing the height of the sign, the height of the mound, berm, or other raised area shall be included in the height of the sign.



- (d) *Supports.* The supports of a freestanding sign shall not be included in calculating the area of the sign, but shall be included in the measurement of the height of the sign.



**Sec. 3.06.010. Prohibited signs.**

The following signs are specifically prohibited:

- (1) Abandoned signs;
- (2) Merchandise displays, except as authorized by the zoning ordinance;
- (3) Billboard signs;
- (4) Graffiti;
- (5) Portable signs, unless specifically permitted within this article;

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- (6) Revolving/mechanical signs;
  - (7) Wind devices, excluding:
    - (A) Flags and banners as authorized by this article; and
    - (B) Feather signs displayed on non-residential property and in accordance with the following requirements for the feather sign: no more than 25 square feet per face, and no more than 50 square feet total surface; no more than 8 feet in height measured from the ground at base; 3 signs per premise at any one time; may not be displayed more than 60 days, and no display more than 2 times per year; and must be located more than 300 feet from any other portable sign. For purposes of this section, "feather sign" means a flexible or rigid pole to which one side of a flexible fabric, generally in the shape of a feather or similar shape, is attached and which is used for the primary purpose of advertising, way-finding or attention-getting by the public. Feather signs are also known under the names which include, but are not limited to, quill signs, banana banners, flutter banners, flutter flags, bowflags, and teardrop banners. A permit is required for any feather sign subject to this provision.
  - (8) Obscene signs;
  - (9) LED, string or similar lighting outlining windows, doors, or other similar building features;
  - (10) Skylights/searchlights, beacons, or laser lights, unless used in conjunction with a City authorized special event; and
  - (11) Other signs:
    - (A) Signs which move and/or are animated by means of flashing, traveling, or blinking lights, or other means not providing constant illumination, unless specifically allowed herein;
    - (B) Any sign which emits audible sound, odor, or smoke;
    - (C) Any lighted sign placed or displayed within 150 feet of a residentially zoned property, or designated as residential on the future land use plan, unless the lighting is shielded from view of the residential property and indirect light does not exceed 0.3 footcandles above ambient light conditions at the property line, as measured using a footcandle meter in a horizontal position at an approximate height of three feet above grade;
    - (D) Any sign placed on any traffic-control device or utility support structure or pole, or over public right-of-way or other public property, unless the sign is placed by the City, county, state, or other authorized governmental agency, or with the permission of the City, for public purposes, unless permitted within this article;
    - (E) Temporary signs remaining after expiration of permit issued by the City;
    - (F) Off-premises signs, unless specifically permitted within this article;
    - (G) Any sign placed without a permit, either prior to or after the adoption of this article, if a permit is required; and
    - (H) Any sign not referenced within, or governed by this article.

### **Sec. 3.06.011. Removal/impoundment of noncompliant signs.**

- (a) *Notification.* All signs listed in this section and other prohibited or noncompliant signs shall be considered a public nuisance and are prohibited by this article. Upon identification of any prohibited sign, the administrative official shall provide written notification of the violation to the owner of the property on which the prohibited sign is located and/or the permittee of the sign. The notification shall state that the offending sign shall be removed by the property owner, agent, or person having beneficial use of the land,
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building, or structure upon which such sign is located within the time period prescribed by the administrative official. The notification shall further state that if the prohibited sign is not removed within a specific time frame (not to exceed ten days) a citation may be issued and the City may resort to any civil remedy available. If any sign is determined to present an immediate danger to the health, safety, and general welfare of the public, the City shall remove it immediately. Within ten days of the removal of the sign, the City shall notify the owner of the property on which the sign was located of the reason(s) for removal of the sign.

- (b) *Expired signs.* Signs authorized by a sign permit with an expiration date shall be removed promptly upon the date of expiration. Signs remaining after the date of expiration shall be deemed prohibited. The sign permit listing the expiration date shall be considered adequate notice of violation.
- (c) *Failure to comply.* It shall be unlawful for any person, firm, or corporation receiving such written notice or having an expired permit to fail to comply with the direction of the notice. In the event that there is failure to comply with such notice, provided under subsection (a), the administrative official is hereby authorized to cause the removal and impoundment of said sign. Any expenses incident to the removal of said sign shall be the responsibility of the owner, agent, or person having beneficial use of the land, building, or structure upon which said sign was located.
- (d) *City-owned property.* If a sign is placed within the public right-of-way or on a City-owned property in violation of this article, the sign shall be immediately removed and impounded.

### Sec. 3.06.012. Criteria for permissible signs.

The following signs are permissible, subject to the following conditions and the specifications listed in section 3.06.008 of this article. Signs that do not comply with the following conditions and specifications or are not covered within this article are considered prohibited.

(1) *Attached signage.*

(A) *Awning sign.*

(i) *Location.*

- a. Permitted in conjunction with nonresidential uses or in a residential zoning district for apartment uses for which a building permit and/or certificate of occupancy has been issued.
- b. The supporting structure may not extend into or over the street right-of-way.
- c. No building shall have both a wall sign and an awning sign on the same building face.



- (ii) *Maximum effective sign area.* Seventy-five percent of the width of the awning.
- (iii) *Maximum height.* Four feet from base of awning.
- (iv) *Minimum clearance.* Nine feet in height above sidewalk or walkway.

- (v) *Design.*
- a. Canvas, metal, wood, or other material approved by the administrative official.
  - b. Minimum height for text or graphic elements shall be six inches.
  - c. The awning shall be secured to the building and may not move in any manner.
- (vi) *Permit required.* Yes. A sign reface requires a separate permit.
- (vii) *Fees.* Per the City's currently adopted fee schedule.
- (B) *Banner sign.*
- (i) *Location.*
- a. Permitted in conjunction with nonresidential uses for which a building permit and/or certificate of occupancy has been issued.
  - b. All four corners shall be securely attached to the front, side, or rear surfaces of a building, excluding banners located on public school property and banners located within the area designated as the "Old City District" in the City's future land use plan.
  - c. Shall not face a residential neighborhood unless separated by a major or minor thoroughfare.



- (ii) *Maximum total sign area.* Forty-eight square feet. The width of the banner sign shall not exceed the storefront width.
- (iii) *Minimum clearance.* Nine feet in height above sidewalk or walkway, when installed in a location that may restrict pedestrian travel.
- (iv) *Maximum number of signs.* One at any given time for any given business.
- (v) *Maximum number of occurrences/year.* Three two-week periods per business per calendar year, can be consecutive.
- (vi) *Exceptions.*
- a. A business is permitted to have one banner sign prior to the receipt of a certificate of occupancy for a period not to exceed six weeks. Shall not be counted against the allowances provided above.
  - b. One banner sign shall be permitted in connection with a special event permit that has been approved by the City .
  - c. Religious organizations that operate in a school or other temporary facility may place a banner during times of worship. The banner cannot be placed earlier than two hours prior to worship and shall be removed no later than two hours

after worship. This banner shall not count against the businesses' annual allowance.

(vii) *Timeframe.*

- a. Each permit is valid for a two-week period.
- b. Prior to business certificate of occupancy: Permit shall be issued after issuance of a building permit and within six weeks after the issuance of the certificate of occupancy for a period not to exceed two weeks.
- c. Special event banner: Maximum 21 days.

(viii) *Removal.*

- a. Shall be removed on the day of the expiration of the permit.
- b. Special event banner: Within 24 hours after the event.

(ix) *Permit required.* Yes.

(x) *Fees.* Per the City's currently adopted fee schedule.

(C) *Blade sign.*

(i) *Location.*

- a. Permitted in conjunction with nonresidential uses for which a building permit and/or certificate of occupancy has been issued.
- b. Shall be located in the visual path of pedestrians, under covered walkways within a development.



(ii) *Maximum total sign area.* Three square feet.

(iii) *Maximum height.* Eighteen inches.

(iv) *Minimum clearance.* Nine feet above sidewalk or walkway.

(v) *Maximum number of signs.* One per tenant per elevation.

(vi) *Design.* The upper edge of a blade sign shall not extend vertically above the eave line of a structure.

(vii) *Lighting.* All lighting shall comply with the currently adopted National Electrical Code. Any electrical work that requires an addition or extension of circuits shall require a separate permit.

(viii) *Support.* Shall be supported from the top edge of the sign in an approved manner.

(ix) *Permit required.* No, but shall comply with the above conditions and specifications listed in section 3.06.008.

(D) *Canopy sign.*(i) *Location.*

- a. Permitted in conjunction with nonresidential uses for which a building permit and/or certificate of occupancy has been issued.
- b. Shall be attached to the face of the canopy band that is parallel to a public street.
- c. Shall not project more than 12 inches from said band, and shall not project above, below, or beyond the edge of said band.

(ii) *Maximum effective sign area.*

- a. Forty-five square feet.
- b. No greater than 50 percent of the length of any one side of the canopy band shall be used for signage.

(iii) *Maximum height.* Three feet.(iv) *Maximum number of signs.* One per public street frontage.(v) *Design.* Shall only contain the name and/or logo of the company. Pricing and/or sale specials are prohibited.(vi) *Lighting.*

- a. Canopy signs may only be internally lit.
- b. All lighting shall comply with the currently adopted National Electrical Code. Any electrical work that requires an addition or extension of circuits shall require a separate permit.
- c. Illuminated signs shall not operate at brightness levels of more than 0.3 footcandles above ambient light conditions at the property line, or at a distance equal to the square root of the area of the sign  $\times$  100 (see formula below); whichever is closer to the sign, as measured using a footcandle meter. Illumination levels shall be measured at an approximate height of three feet above grade.

$$\sqrt{(\text{Area of Sign in Sq. Ft.} \times 100)}$$

- d. No sign or associated luminaire shall create light spillover of more than 0.1 footcandles at any property line within or bounding a residential use or residential district.

(vii) *Canopy banding.* Refer to the City's zoning ordinance as it exists or may be amended.



- (viii) *Permit required.* Yes.
- (ix) *Fees.* Per the City's currently adopted fee schedule.
- (E) *Construction fence sign.*
- (i) *Location.* Permitted in conjunction with nonresidential uses for which a building permit has been issued.



- (ii) *Maximum effective sign area.*
- a. When printed directly onto the fence or barrier's screening fabric: One hundred twenty-eight square feet.
  - b. When not printed directly onto the fence or barrier's screening fabric: Ninety-six square feet.
- (iii) *Maximum height.* Eight feet.
- (iv) *Maximum number of signs.*
- a. One per major street thoroughfare per property.
  - b. When a property has more than one major thoroughfare, one temporary construction fence sign may be placed along each major thoroughfare.
- (v) *Minimum spacing between signs.* A property with more than 200 feet of major thoroughfare frontage is entitled to place one additional temporary construction fence sign with a minimum separation of 200 feet between each temporary construction fence sign.
- (vi) *Design.* Temporary construction fence signs that are not printed directly onto the fence or barrier's screening fabric shall be attached to the temporary fence or barrier with an approved rigid backing material that is securely affixed to the fence or barrier.
- (vii) *Permitting stipulation.* Graphics, symbols, text or images shall advertise or depict only what is permitted and planned to be conducted, sold or offered on the premises on which the temporary fence or barrier is located.
- (viii) *Removal.*
- a. Shall be removed prior to the issuance of a certificate of occupancy for the building on the property or the completion of construction.
  - b. Where the property has multiple buildings with outstanding building permits, the temporary construction fence sign must be removed upon the earlier of:

1. The expiration or termination of all such outstanding building permits; or
2. Prior to the issuance of a certificate of occupancy for the last such building on the property.

(ix) *Permit required.* Yes.

(x) *Fees.* Per the City's currently adopted fee schedule.

(F) *Outdoor machine sign.*

(i) *Location.*

- a. Shall be directly attached to and flat, not projecting, from a machine.
- b. May be attached to a canopy, however, said canopy shall be attached as a part of a machine.
- c. Shall not obstruct pedestrian or vehicular travel.



(ii) *Lighting.* All lighting shall comply with the currently adopted National Electrical Code. Any electrical work that requires an addition or extension of circuits shall require a separate permit.

(iii) *Permit required.* No, but shall comply with the above conditions and specifications listed in section 3.06.008.

(G) *Projecting sign.*

(i) *Location.*

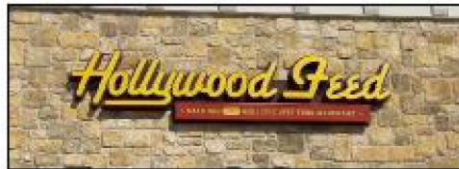
- a. Permitted in conjunction with nonresidential uses for which a building permit and/or certificate of occupancy has been issued.
- b. May project into right-of-way but shall be located a minimum of three feet from back of curb of any adjacent street or drive.



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- (ii) *Maximum total sign area.* Twelve square feet.
  - (iii) *Minimum clearance.* Nine feet above sidewalk or walkway.
  - (iv) *Maximum number of signs.* One per tenant per elevation.
  - (v) *Design.*
    - a. Minimum height for text or graphic elements shall be six inches.
    - b. Shall not extend above a building wall.
    - c. May extend no more than three feet from the facade of a building.
  - (vi) *Lighting.* All lighting shall comply with the currently adopted National Electrical Code. Any electrical work that requires an addition or extension of circuits shall require a separate permit.
  - (vii) *Support.* Shall be supported from the side edge of the sign in an approved manner.
  - (viii) *Permit required.* Yes. A sign reface requires a separate permit.
  - (ix) *Fees.* Per the City's currently adopted fee schedule.
- (H) *Roof sign.*
- (i) *Location.* Permitted in conjunction with commercial and industrial uses for which a building permit and/or certificate of occupancy has been issued.
  - (ii) *Maximum effective sign area.* 200 square feet in commercial zoning districts; 300 square feet in industrial zoning districts.
  - (iii) *Maximum height.* Ten feet from top of roof, not to exceed a total distance of 40 feet from the ground.
  - (iv) *Lighting.* All lighting shall comply with the currently adopted National Electrical Code. Any electrical work that requires an addition or extension of circuits shall require a separate permit.
  - (v) *Maximum number of signs.* One for each main structure.
  - (vi) *Permit required.* Yes.
  - (vii) *Fees.* Per the City's currently adopted fee schedule.
- (I) *Vehicular sign.*
- (i) *Location.*
    - a. In nonresidential zoning districts, shall not be used primarily as static displays, to advertise products and/or services, storage, shelter, or distribution points for commercial products and/or services for the general public.
    - b. During periods of inactivity, such vehicle with a sign may not be parked in the right-of-way or placed in a manner that the sign is readily visible from adjacent public rights-of-way.
    - c. "For sale" signs placed in or on vehicles when the vehicle is parked or placed in a manner that the sign is readily visible from adjacent public rights-of-way are prohibited with the exception that one vehicle containing a "for sale" sign parked or placed at an occupied single-family, two-family, townhome, or multifamily dwelling unit is allowed.
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- (ii) *Design.* The signs shall be painted upon or applied directly to an integral part of the vehicle.
  - (iii) *Maintenance.* The vehicle shall be in operating condition, currently registered and licensed to operate on public streets, and actively used in the daily function of the business to which such sign relates.
  - (iv) *Permit required.* No, but shall comply with the above conditions and specifications listed in section 3.06.008.
- (J) *Wall sign.*
- (i) *Location.*
    - a. Permitted in conjunction with commercial or industrial uses for which a building permit and/or certificate of occupancy has been issued.
    - b. Shall not be allowed on any facade (other than the main front of the building) that faces property zoned or designated on the future land use plan, for single-family uses, if the sign is within 150 feet of the property line of said residential property.
    - c. For a single-tenant building, only two facades of the building may contain wall signs. For a multi-tenant building, each tenant shall be limited to a wall sign on no more than two façades, with no wall sign permitted on any façade that does not front on an entrance, public thoroughfare or interior roadway within a development.



- (ii) *Maximum effective sign area.*
  - a. The total of all effective sign area on each facade, shall not exceed 40 percent of any facade. In no instance shall a wall sign exceed the maximum height limitations noted in subsection (iii) below.
  - b. Any background area shall be included as part of the sign and shall be included in the calculation of the effective sign area.
  - c. Tenant within a strip center: Shall be measured by the size of the facade of the tenant space.
  - d. Signage for a multi-tenant building with a single entry: 500 square feet.
- (iii) *Maximum height.* Height of a wall sign shall not project above the roofline of a structure.

- (iv) *Maximum number of signs.* Unlimited, however, the individual sign heights may not exceed what is allowed in subsection (ii) above and the total combined area cannot exceed what is allowed in subsection (ii) above.
- (vi) *Design.*
- a. When projections on the wall face prevent the placement of the sign flat against the wall face, the space between the back of the sign and the wall shall be closed at the top, bottom, and ends with incombustible materials.
  - b. In no case shall an attached sign project above the roofline or parapet wall of any building. Signs shall be no closer vertically to the eave of the roofline or overhang than the predominant height of the text or graphic elements.
  - c. Per the administrative official, signs shall not overwhelm the section of the building facade on which it is placed.
- (vii) *Permit required.* Yes.
- (viii) *Fees.* Per the City's currently adopted fee schedule.
- (K) *Window sign.*
- (i) *Location.*
    - a. Permitted in conjunction with nonresidential uses for which a building permit and/or certificate of occupancy has been issued.
    - b. Shall be affixed to any surface of a window (interior or exterior) or within three feet of the interior window glazing.



- (ii) *Maximum total sign area.* Twenty-five percent of the total window area per facade/elevation per tenant.
- (iii) *Lighting.*
  - a. Illuminated window signs shall not be allowed within three feet of the interior window glazing with the exception of open/closed signs.
  - b. All lighting shall comply with the currently adopted National Electrical Code. Any electrical work that requires an addition or extension of circuits shall require a separate permit.
- (iv) *Exceptions.* Addresses, open/closed signs, hours of operation, and window signs required by the City are exempt from meeting the maximum sign area criteria as required in this section of this article.
- (v) *Permit required.* No, but shall comply with the above conditions and specifications listed in section 3.06.008.

(2) *Freestanding signage.*(A) *Development sign.*(i) *Location.*

- a. Shall be located a minimum of 15 feet from any property line; however, a one foot minimum setback from the front property line shall be allowed within the area designated as the Downtown in the City's Downtown Master Plan.
- b. Shall not face a residential neighborhood, unless separated by a major thoroughfare.

(ii) *Maximum effective sign area.* Thirty-two square feet.(iii) *Maximum height.* Eight feet.(iv) *Maximum number of signs.*

- a. One per property per street frontage.
- b. A platted single-family or two-family subdivision shall be considered a single property for the purpose of this section.

(v) *Minimum spacing between signs.* Two hundred feet.(vi) *Design.*

- a. May be constructed of wood, metal, plastic, or equivalent durable material.
- b. Shall have attached, written, or painted in a weatherproof manner the date of placement and the permit number of the sign, in letters not less than one inch in height, in a conspicuous place thereon.

(vii) *Permitting stipulation.* Single-family, two-family, or future land use plan designation: Shall not be located on a lot that contains a structure.(viii) *Removal.*

- a. Single-family, two-family, or future land use plan designation: The sign shall be removed upon the completion of the building final inspection for 95 percent of the homes within the single-family or two-family subdivision being advertised.

- b. Agricultural, multifamily, or nonresidential zoning, or future land use plan designation: The sign shall be removed prior to the issuance of the certificate of occupancy for any building on the property or 90 percent of finish out spaces within a shell building on the property.
- (ix) *Permit required.* Yes.
- (x) *Fees.* Per the City's currently adopted fee schedule.
- (B) *Downtown sign.*
- (i) *Location.*
- a. Permitted in conjunction with nonresidential uses for which a building permit and/or certificate of occupancy has been issued within the area designated as the Downtown in the City's Downtown Master Plan.
- b. Shall be located a minimum of one foot from any property line.



- (ii) *Maximum effective sign area.* Twenty square feet.
- (iii) *Maximum height.* Six feet.
- (iv) *Design.* The supporting structure shall be constructed of wood-plastic composite, metal, or plastic and painted to match the front building facade of the principal building on the same lot.
- (v) *Lighting.*
- a. May only be illuminated utilizing a ground lighting source where the light itself and supporting structure are not visible from any public right-of-way.
- b. Lighting fixtures shall not cast light or glare in any direction other than on the elements of the sign.
- c. All lighting shall comply with the currently adopted National Electrical Code. Any electrical work that requires an addition or extension of circuits shall require a separate permit.
- (vi) *Maximum number of signs.* One per street frontage per lot.
- (vii) *Minimum spacing between signs.* Seventy-five feet.
- (viii) *Permitting stipulation.* Shall not be permitted on the same lot as a monument or unified development sign.
- (ix) *Permit required.* Yes.

(x) *Fees.* Per the City's currently adopted fee schedule.

(C) *Flags.*

(i) *Location.*

- a. Permitted in conjunction with any use for which a building permit and/or certificate of occupancy has been issued.
- b. Shall be located only on private real property with the consent of the property owner.
- c. No flag shall be placed in or encroach over or onto any public right-of-way or median and shall not be attached to fences or trees.
- d. Residential: Shall be placed in ground in the front or rear yard of the lot or attached to the primary structure.



(ii) *Maximum total area.*

- a. Residential: Forty square feet.
- b. Nonresidential: Sixty square feet.

(iii) *Maximum height.*

- a. Residential: Thirty feet.
- b. Nonresidential: Forty feet.

(iv) *Maximum number of flags.*

- a. Residential: Three.
- b. Nonresidential: Three.

(v) *Lighting.* All lighting shall comply with the currently adopted National Electrical Code. Any electrical work that requires an addition or extension of circuits shall require a separate permit.



- (vi) *Support.* Flagpoles over 20 feet in height require a professional contractor to install.
- (vii) *Permit required.* No, but shall comply with the above conditions and specifications listed in section 3.06.008.

(D) *Human sign.*

(i) *Location.*

- a. Shall be located on private property.
- b. Shall not be located within a distance of 300 feet from an intersection of two public streets or thoroughfares for the purpose of traffic and pedestrian safety.
- c. May not hold or carry any prohibited signs.



- (ii) *Maximum effective sign area.* Six square feet.
- (iii) *Exceptions.* Signs may not be placed or propped on the ground or against any structure or the sign will be considered prohibited.
- (iv) *Timeframe.* Between the hours of 7:00 am and 8:00 pm.
- (v) *Permit required.* No, but shall comply with the above conditions and specifications listed in section 3.06.008.

(E) *Incidental sign.*

(i) *Location.*

- a. Permitted in conjunction with nonresidential uses for which a building permit and/or certificate of occupancy has been issued.
- b. Minimum 20-foot setback from front property line.
- c. Side and rear setback shall be equal to the height of the sign.
- d. Shall be attached to the ground.



- (ii) *Maximum effective sign area.* Five square feet.
- (iii) *Minimum base size.* Twelve inches.
- (vi) *Maximum height.* Thirty inches.
- (v) *Maximum number of signs.* Two per acre per lot, additional may be approved through a sign coordination plan as referenced in section 3.06.013.
- (vi) *Minimum spacing between signs.* Fifty feet.
- (vii) *Design.*
  - a. The design, materials, and finish of the base shall match those of the front building facade of the primary structure on the same lot.
  - b. If part of an SPSPD, the base shall be consistent with the building elements and materials of the unified development signs and monument signs on the same lot.
- (viii) *Lighting.*
  - a. All lighting shall comply with the currently adopted National Electrical Code.
  - b. Any electrical work that requires an addition or extension of circuits shall require a separate permit.
  - c. Illuminated signs shall not operate at brightness levels of more than 0.3 footcandles above ambient light conditions at the property line, or at a distance equal to the square root of the area of the sign  $\times 100$  (see formula below); whichever is closer to the sign, as measured using a footcandle meter. Illumination levels shall be measured at an approximate height of three feet above grade.
    - ( $\sqrt{\text{Area of Sign in Sq. Ft.} \times 100}$ )
  - d. No sign or associated luminaire shall create light spillover of more than 0.1 footcandles at any property line within or bounding a residential use or residential district.
- (ix) *Permit required.* No, but shall comply with the above conditions and specifications listed in section 3.06.008.

- (x) *Fees.* Yes, per currently adopted fee schedule.
- (F) *Inflatable sign.*
- (i) *Location.*
- a. Permitted in conjunction with nonresidential uses for which a certificate of occupancy has been issued.
  - b. Shall not be located within required parking spaces, driveways that provide access to parking spaces, or fire lanes, nor shall the sign or its securing devices encroach into the right-of-way.
  - c. Shall be secured directly to, and not suspended from the ground.
  - d. Shall not be placed on a roof or suspended from a building.



- (ii) *Maximum effective sign area.* Forty-eight square feet.
- (iii) *Maximum height.* Thirty feet.
- (iv) *Maximum number of signs.*
  - a. One per lot for the life of the business.
  - b. If located within a UDZ, a maximum of one is allowed within a UDZ at any given time.
- (v) *Minimum spacing between signs.* Two hundred feet.
- (vi) *Permitting stipulation.* May only be utilized within eight weeks of a business obtaining a certificate of occupancy.
- (vii) *Timeframe.* Permit is valid for two weeks.
- (viii) *Removal.* Shall be removed on the day of the expiration of the permit.
- (ix) *Permit required.* Yes.
- (x) *Fees.* Per the City's currently adopted fee schedule.

(G) *Monument sign.*(i) *Location.*

- a. Single tenant monument sign: Permitted in conjunction with nonresidential uses or on a lot containing a multifamily use for which a building permit and/or certificate of occupancy has been issued.
- b. Multi-tenant monument sign: Permitted in conjunction with multiple nonresidential uses established on one lot for which a building permit and/or certificate of occupancy has been issued.
- c. Single tenant/multitenant monument sign:
  1. Allowed on the same lot as a unified development sign, but the total number of unified development signs and single tenant/multitenant monument signs shall not exceed the total number of lots located within the UDZ unless additional single tenant/multitenant monuments or unified development signs are allowed in accordance with subsection (v) below and subsection (2)(N)(v) below.
  2. Shall be located a minimum of 15 feet from any property line; however, a one foot minimum setback shall be allowed within:
    - (a) The area designated as the "Old City District" in the City's future land use plan.
- d. Model home monument sign:
  1. Permitted in conjunction with a model home or sales trailer on a residentially zoned property for which a building permit and/or building final has been issued.
  2. Minimum ten foot setback from front, side and rear property lines. The front setback may be reduced to three feet for townhome lots, but the sign shall not block visibility on a corner lot.

(ii) *Maximum total sign area.*

- a. Single tenant monument sign: Sixty-four square feet.
- b. Multitenant monument sign: Eighty square feet.
- c. Model home monument signs: Twenty-four square feet.

(iii) *Minimum base size.* Twelve inches.(iv) *Maximum height.*

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- a. Single tenant monument sign: Eight feet.
  - b. Multitenant monument sign: Ten feet.
  - c. Model home monument sign: Four feet.
- (v) *Maximum number of signs.*
- a. Single tenant/multitenant monument sign: One per street frontage per lot.
  - b. Model home monument sign: One per lot that a model home or sales trailer is constructed upon. A maximum of two lots per builder in a platted single-family or two-family subdivision are allowed to have a model home monument sign installed.
- (vi) *Minimum spacing between signs.* Where more than one sign is allowed on a lot, the minimum spacing required is 150 feet. The distance required between any two monument signs on adjacent properties is 75 feet.
- (vii) *Design.*
- a. Shall be constructed of the same primary masonry materials as the front building facade of the principal building on the same lot and shall be of similar architectural style. Except for model home monument signs, all monument signs shall contain a minimum one foot masonry with mortar border around all sides.
  - b. Monument signs shall be consistent with the building elements and materials of the unified development signs and incidental signs within a UDZ. Architectural embellishments may be considered through the review of the sign coordination plan, as defined in section 3.06.013.
  - c. Blank panels shall be installed on monument signs where tenant panels are absent.
- (viii) *Lighting.*
- a. Single tenant/multitenant monument sign:
    1. May only be illuminated utilizing internal lighting, with the exception of sculpted aluminum panels.
    2. For sculpted aluminum panels, a ground lighting source where the light itself and supporting structure are not visible from any public right-of-way may be used.
    3. A light detection device and/or photocell sensor shall be installed as part of the sign to ensure the sign's brightness is automatically dimmed according to ambient light conditions.
    4. No sign adjacent to a thoroughfare shall create a light nuisance or an impairment of vision creating a hazard for vehicular or pedestrian traffic.
  - b. Model home monument sign: May only be illuminated utilizing a ground lighting source where the light itself and supporting structure are not visible from any public right-of-way.
  - c. Lighting fixtures shall not cast light or glare in any direction other than on the elements of the sign.
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- d. All lighting shall comply with the currently adopted National Electrical Code. Any electrical work that requires an addition or extension of circuits shall require a separate permit.
- e. Illuminated signs shall not operate at brightness levels of more than 0.3 footcandles above ambient light conditions at the property line, or at a distance equal to the square root of the area of the sign  $\times 100$  (see formula below); whichever is closer to the sign, as measured using a footcandle meter. Illumination levels shall be measured at an approximate height of three feet above grade.
- $$\sqrt{(\text{Area of Sign in Sq. Ft.} \times 100)}$$
- f. No sign or associated luminaire shall create light spillover of more than 0.1 footcandles at any property line within or bounding a residential use or residential district.
- (ix) *Changeable electronic message/reader board component.* Only allowed on single tenant monument signs located on lots adjacent to a major thoroughfare.
- a. Maximum 50 percent of the effective sign area.
  - b. Shall be permitted only on properties abutting State Highway 174.
  - c. Frame duration shall not be less than ten seconds and shall occur simultaneously on the entire electronic sign face.
  - d. Message transition shall not be greater than one second.
  - e. Frame effects such as flashing shall be prohibited.
  - f. May not be used to display commercial messages relating to products or services that are not offered on-premises.
- (x) *Permitting stipulation.* Engineer sealed plans for the foundation of the structure is required with permit submittal for a monument sign. Engineer sealed plans for the entire structure is required with permit submittal for a monument sign in excess of eight feet in height.
- (xi) *Removal.* Model home monument sign: Shall be removed prior to final inspection of home when model is transitioned to a single-family dwelling or upon removal of sales trailer from same lot.
- (xii) *Permit required.* Yes. A sign reface requires a separate permit.
- (xiii) *Fees.* Per the City's currently adopted fee schedule.
- (H) *Pole sign.*
- (i) *Location.*
    - a. Permitted in conjunction with a lot containing a commercial or industrial use or building for which a certificate of occupancy has been issued.
    - b. Setback: No portion of the sign shall be less than 10 feet from any property line.
  - (ii) *Maximum effective sign area.* 200 square feet for a commercial building; 300 square feet for an industrial building.
  - (iii) *Maximum height.* 50 feet adjacent to Highway 174, 30 feet from all other locations and a minimum of 10 feet of clearance between from ground to sign.
  - (iv) *Maximum number of signs.* One per lot.

- (v) *Permit required.* Yes. Per the City's currently adopted fee schedule.
- (l) *Political sign.*
- (i) *Location and standards.*
- a. State law provides certain restrictions on political signage at polling places as well as on private real property. The City hereby incorporates applicable provisions of such state law into this sign article. V.C.T.A. Local Government Code, § 216.903, as amended, authorizes, among others, the placement of signs that contain primarily a political message on private real property with the consent of the property owner; subject to the following:
    1. Shall not have an area greater than 36 square feet;
    2. Shall not be more than eight feet in height;
    3. Shall not be illuminated; or
    4. Shall not have any moving elements.
  - b. Signs are not permitted on City property or within any right-of-way, except as required by V.T.C.A. Election Code, §§ 61.003 or 85.036, both as amended.
  - c. Polling place: The City recognizes that on occasion, City buildings may be utilized as polling places. V.T.C.A. Election Code, §§ 61.003 and 85.036, both as amended, authorize, among others, the City to enact reasonable regulations concerning the time, place, and manner of electioneering, which includes the posting, use or distribution of political signs on election days and during the early voting period. No political signs at polling places shall:
    1. Be located, affixed, or placed on any utility pole or structure, light structure, traffic signal, or sign pole;
    2. Be located in or on any public right-of-way;
    3. Be placed in a location so as to impede pedestrian or vehicular access; or
    4. Otherwise create a traffic or safety hazard.
  - d. A political sign at a polling place shall not exceed four feet in height or have a total sign area in excess of six square feet, and shall not be illuminated or have any moving elements.



- (ii) *Timeframe.* Polling place: Sign shall be allowed to be placed any time during the first day of early voting or election day, whichever is applicable. The sign may remain during the entire period of early voting. Should the polling location also be the site of the election day

voting, the sign may remain on the site between the dates of early voting and election day voting.

(iii) *Removal.*

- a. Shall be removed within ten days after the election day.
- b. Polling place: Shall be removed within 24 hours of the closing of the early voting or election day polling location as provided above.

(iv) *Permit required.* No, but shall comply with the above conditions.

(J) *Residential sign.*

(i) *Location.*

- a. Permitted in conjunction with a lot containing a single-family, two-family, dwelling or multifamily dwelling for which a building final or certificate of occupancy has been issued. Also permitted on a residential zoned lot owned by a home or property owners association.
- b. Shall be located only on private real property with the consent of the property owner.
- c. Shall not be placed closer than ten feet from the edge of the street pavement.



(ii) *Maximum effective sign area.* Six square feet.

(iii) *Maximum height.* Four feet.

(iv) *Maximum number of signs.* Two per lot.

(v) *Permit required.* No, but shall comply with the above conditions and specifications listed in section 3.06.008.

(K) *Restaurant use drive-through sign.*

(i) *Location.*

- a. Permitted in conjunction with nonresidential uses for which a building permit and/or certificate of occupancy has been issued that includes a drive-through or drive-in.
- b. Drive-through menu boards and drive-through pre-order sign: Shall be located at the side or rear of the principal building on the lot.
- c. Drive-through menu board: Twenty-five foot setback from front property line.





- (ii) *Maximum effective sign area.*
  - a. Drive-through menu board: Forty-eight square feet.
  - b. Drive-through pre-order sign: Eighteen square feet.
  - c. Drive-in menu board: Nine square feet.
- (iii) *Minimum base size.* Shall be supported from the grade to the bottom of the sign having or appearing to have a solid base on a minimum of 80 percent of the overall sign width, not to be less than 12 inches in height.
- (iv) *Maximum height.* Six feet.
- (v) *Maximum number of signs.*
  - a. Drive-through menu board: One per drive-through lane.
  - b. Drive-through pre-order sign: One at the entrance of a drive-through lane.
  - c. Drive-in menu board: One per ordering station.
- (vi) *Minimum spacing between signs.* Drive-through pre-order sign shall be setback 20 feet from a drive-through menu board in the same drive-through lane.
- (vii) *Design.*
  - a. The design, materials, and finish shall match those of the front building facade on the same lot.
  - b. If the drive-in stalls are covered by a canopy, the signs may be attached directly to the canopy support columns.
- (viii) *Lighting.*
  - a. Internal lighting may be utilized.
  - b. All lighting shall comply with the currently adopted National Electrical Code. Any electrical work that requires an addition or extension of circuits shall require a separate permit.
  - c. Illuminated signs shall not operate at brightness levels of more than 0.3 footcandles above ambient light conditions at the property line, or at a distance equal to the square root of the area of the sign  $\times 100$  (see formula below); whichever is closer to the sign, as measured using a footcandle meter.

Illumination levels shall be measured at an approximate height of three feet above grade.

$$\sqrt{(\text{Area of Sign in Sq. Ft.} \times 100)}$$

- d. No sign or associated luminaire shall create light spillover of more than 0.1 footcandles at any property line within or bounding a residential use or residential district.
- (ix) *Permit required.* Yes. A sign reface requires a separate permit.
- (x) *Fees.* Per the City's currently adopted fee schedule.
- (L) *Sandwich board (A-frame) sign.*
  - (i) *Location.*
    - a. Permitted in conjunction with nonresidential uses for which a building permit and/or certificate of occupancy has been issued.
    - b. Shall be located a minimum of three feet from the curb or any adjacent street, drive, or parking lot.
    - c. Shall be located within ten feet of the business entrance.
    - d. Shall not be placed in public right-of-way.



- (ii) *Maximum total sign area.* Twelve square feet per side.
- (iii) *Maximum height.* Four feet.
- (iv) *Minimum clearance.* If placed on or adjacent to a sidewalk or walkway (that is not in a public right-of-way), an unobstructed pedestrian clearance of at least four feet in width shall be provided adjacent to the sign.
- (v) *Maximum number of signs.* One per business or tenant.
- (vi) *Minimum spacing between signs.* Twenty feet.
- (vii) *Timeframe.* May be placed on properties during business hours only.
- (viii) *Removal.* Shall be taken inside place of business at completion of business hours each day.
- (ix) *Permit required.* Yes.
- (x) *Fees.* Per the City's currently adopted fee schedule.

(M) *Scoreboard.*

- (i) *Location.* Shall be constructed within the limits of and face into the athletic field or stadium.



- (ii) *Lighting.* All lighting shall comply with the currently adopted National Electrical Code. Any electrical work that requires an addition or extension of circuits shall require a separate permit.
- (iii) *Changeable electronic message/reader board component.* Allowed.
- (iv) *Permit required.* Yes.
- (v) *Fees.* Per the City's currently adopted fee schedule.

(N) *Subdivision entry sign.*

- (i) *Location.*
- a. Shall be located within the platted limits of a residential subdivision.
  - b. Alternative types of subdivision entry signs, including, but not limited to, neighborhood entry signs within an overall subdivision, shall be approved as part of a sign coordination plan as outlined in section 3.06.013.



- (ii) *Maximum effective sign area.* Sixty square feet.
- (iii) *Minimum base size.* Minimum 12 inches.
- (iv) *Maximum height.* Eight feet.
- (v) *Maximum number of signs.* One monument sign or two signs attached to screening walls (not a combination of both) per street entrance.

- (vi) *Design.* May be in the form of a sign mounted to a screening wall, so long as the sign does not project above the top of the screening wall.
- (vii) *Lighting.*
- a. Ground lighting where the light itself and supporting structure are not visible from public right-of-way.
  - b. All lighting shall comply with the currently adopted National Electrical Code. Any electrical work that requires an addition or extension of circuits shall require a separate permit.
- (viii) *Permit required.* Yes.
- (ix) *Fees.* Per the City's currently adopted fee schedule.
- (O) *Unified development sign.*
- (i) *Location.*
    - a. Permitted in conjunction with nonresidential uses for which a building permit and/or certificate of occupancy has been issued within an established unified development zone (UDZ), as referenced in Section 1.14.
    - b. A unified development sign is allowed on the same lot as a single tenant/multitenant monument sign, but the total number of unified development signs and single tenant/multitenant monument signs shall not exceed the total number of lots located within the UDZ, unless additional unified development signs and single tenant/multitenant monument signs are allowed in accordance with subsection (2)(G)(v) and subsection (2)(N)(v).
    - c. Fifteen foot setback from front property line.



- (ii) *Maximum total sign area.*
  - a. UDZ of ten acres or less: Eighty square feet.
  - b. UDZ of over ten acres: May be increased by ten square feet for each acre over ten acres, not to exceed a maximum 120 square feet.

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- (iii) *Minimum base size.* Twenty-four inches.
  - (iv) *Maximum height.*
    - a. UDZ of ten acres or less: Ten feet.
    - b. UDZ of over ten acres: Twelve feet.
  - (v) *Maximum number of signs.*
    - a. One per street frontage of the UDZ.
    - b. One additional is permitted for each additional 750 linear feet, or portion thereof, of street frontage.
  - (vi) *Minimum spacing between signs.*
    - a. Seventy-five feet from any single tenant/multitenant monument sign and/or another unified development sign within an adjacent UDZ.
    - b. Seven hundred fifty feet, per street frontage, from an additional unified development sign within the same UDZ.
  - (vii) *Design.*
    - a. Shall be constructed of the same primary masonry materials as the front building facade of the principal or main building in the UDZ and shall be of similar architectural style.
    - b. Shall contain a minimum one-foot masonry with mortar border around all sides.
    - c. No more than 55 percent of the area may be used for the cabinet or text area displaying the tenants of the development.
    - d. The name of the development shall not exceed 20 percent of the overall area.
    - e. Blank panels shall be installed on UDSs where tenant panels are absent.
  - (viii) *Lighting.*
    - a. May only be illuminated utilizing internal lighting, with the exception of sculpted aluminum panels.
    - b. For sculpted aluminum panels, a ground lighting source where the light itself and supporting structure are not visible from any public right-of-way may be used.
    - c. A light detection device and/or photocell sensor shall be installed as part of the sign to ensure the sign's brightness is dimmed when ambient light conditions darken.
    - d. No sign adjacent to a thoroughfare shall create a light nuisance or an impairment of vision creating a hazard for vehicular or pedestrian traffic.
    - e. All lighting shall comply with the currently adopted National Electrical Code. Any electrical work that requires an addition or extension of circuits shall require a separate permit.
    - f. Illuminated signs shall not operate at brightness levels of more than 0.3 footcandles above ambient light conditions at the property line, or at a distance equal to the square root of the area of the sign  $\times 100$  (see formula below);
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whichever is closer to the sign, as measured using a footcandle meter. Illumination levels shall be measured at an approximate height of three feet above grade.

$$\sqrt{(\text{Area of Sign in Sq. Ft.} \times 100)}$$

- g. No sign or associated luminaire shall create light spillover of more than 0.1 footcandles at any property line within or bounding a residential use or residential district.
- (ix) *Permitting stipulation.* A sign permit shall not be issued to construct or place a unified development sign on a property until:
  - a. A sign coordination plan is approved as provided in section 3.06.013;
  - b. A unified development zone (UDZ) is approved by the City Manager as provided in section 3.06.014; and
  - c. The proposed unified development sign meets all of the applicable requirements as set forth in subsection (2)(N).
- (x) *Permit required.* Yes. A sign reface requires a separate permit.
- (xi) *Fees.* Per the City's currently adopted fee schedule.

### **Sec. 3.06.013. Sign coordination plan.**

- (a) *General.* A sign coordination plan is required to be prepared for unified development zones, unified development signs, subdivision monuments, special purpose sign districts, and/or waiver requests.
- (b) *Purpose.* A sign coordination plan is required prior to the permitting of signs to determine overall sign locations on a property, the relationship of the sign surrounding existing, proposed, and future improvements, and to determine consistency and uniformity among buildings and signs within a UDZ or residential development.
- (c) *Application.* A sign coordination plan shall contain the following information:
  - (1) *Elevations.*
    - (A) Elevations of freestanding signs illustrating the materials of construction and maximum dimension of the signs, shown as generic sign blocks in lieu of specific signs.
    - (B) If the sign is to be attached to a building, the elevation shall be a composite of the generic sign block and the building to show the maximum dimension proposed.
    - (C) Elevations depicting the generic size of the signs in relation to the size of the buildings within the development.
  - (2) *Site plan.*
    - (A) A plan drawn to preliminary site plan or site plan specifications of the site illustrating the location of existing and proposed signs on the property and, if required by City staff, on adjacent properties.
    - (B) For nonresidential and multifamily developments, the sign coordination plan shall be submitted to the City for review with a preliminary site plan or site plan of the property. For single-family and two-family developments, the sign coordination plan shall be submitted to the City for review with a preliminary plat or final plat of the property.

- (C) Other information to illustrate the consistency and uniformity of the signs, as required by City staff.
- (d) *Procedure.*
- (1) A sign coordination plan required of specific signs shall be submitted to the Development Services Department.
  - (2) The plan shall be reviewed and considered for approval by City staff.
  - (3) Should staff deny a sign coordination plan, the plan may be forwarded to the City Manager for review and consideration upon receipt of a written appeal request. The written appeal request shall be presented to staff in the form of a standard letter, addressed to the City Manager, and including a narrative describing the sign coordination plan and explaining the intent and reasoning as to why the plan should be approved.
  - (4) Staff and the City Manager may approve or deny a sign coordination plan for any reason.
  - (5) The City Manager's decision is final.

#### **Sec. 3.06.014. Unified development zone (UDZ).**

- (a) *General.* A unified development zone is required to be prepared for any unified development signs throughout a specified development or area that contains multiple lots.
- (b) *Purpose.* A unified development zone is required prior to the permitting of specified signs to determine overall unified development sign locations on a property, the relationship of the sign surrounding existing, proposed, and future improvements, and to determine consistency and uniformity among buildings and signs within a development. Only those properties and businesses included within the UDZ shall be allowed to be included on the unified development signs placed within said unified development zone.
- (c) *Application.* A unified development zone application shall be submitted on a form provided by the City and contain the information as noted in the development manual.
- (d) *Procedure.*
  - (1) A unified development zone required for unified development signs shall be submitted to the Development Services Department.
  - (2) The plan shall be reviewed and considered for approval or denial by City staff in accordance with the sign code. Any proposed deviations shall require the submittal of an application for a special purpose sign district.

#### **Sec. 3.06.015. Special purpose sign district (SPSD).**

- (a) *General.* The SPSPD is an overlay district that exclusively addresses sign regulations. It allows an applicant, subject to approval of the City Council, the option of designating an area where the signs may deviate from the underlying sign regulations, to the extent so expressly provided in the ordinance adopting the particular SPSPD. If not so expressly provided, the underlying sign regulations shall control.
- (b) *Purpose.*
  - (1) Promote consistency among signs within a development thus creating visual harmony between signs, buildings, and other components of the property;
  - (2) Enhance the compatibility of signs with the architectural and site design features within a development;

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- (3) Encourage signage that is in character with planned and existing uses thus creating a unique sense of place; and
  - (4) Encourage multi-tenant commercial uses to develop a unique set of sign regulations in conjunction with development standards.
- (c) *Application.* Each applicant for the creation or amendment of an SPSD shall submit a completed SPSD application to the Development Services Department, which shall contain all required supporting material as listed in the development manual. The application shall be accompanied by payment of the appropriate fee as established by the City in the adopted fee schedule, on or before a scheduled submission date. Applications shall be complete for acceptance.
- (d) *Procedure.*
- (1) Consideration for the creation or amendment to an SPSD may be initiated only with written consent of the property owners or by the City Council on its own motion when it finds that public benefit will be derived from consideration of such matter.
  - (2) The development services staff shall review the application and create a report for the City Council. Every application shall automatically be forwarded to the City Council for action. No change, however, shall become effective until after the adoption and publication of an ordinance for the proposed SPSD.
  - (3) City Council may vote to approve, approve with amendments and conditions, table, or deny in whole or in part the application for any reason. If a request has been denied with prejudice, the same or similar request may not be resubmitted to the City for six months from the original date of denial.
- (e) *Amendments.*
- (1) Amendments are classified as minor or major.
  - (2) Minor amendments to the approved SPSD may be approved by the Administrative Official when the requested changes are restricted to altering the location of approved signs on the subject property.
  - (3) Requests to amend the approved SPSD for additional or larger signs are classified as major amendments and require approval by the City Council.
  - (4) Major amendment submittals shall be allowed to be requested one time within the six-month period after the initial SPSD ordinance is adopted.
  - (5) Subsequent major amendment submittals shall be allowed one time per year, based on the date the SPSD ordinance is adopted.

### **Sec. 3.06.016. Sign requirements relief procedure.**

- (a) *Petition for waiver.* A petition for a waiver to a particular standard or requirement of this article is to determine whether such particular standard or requirement should be applied to an application or modified. A waiver is a change to the standards, not otherwise permitted by this article.
  - (b) *Application.*
    - (1) A request for a waiver to a particular standard or requirement of this article shall be submitted on a form provided by the City and accompanied by the prescribed fee set forth in the City's adopted fee schedule.
    - (2) The petition shall state the grounds for waiver.
    - (3) The applicant bears the burden of proof to demonstrate in the application the following:
      - (A) The requirement for which the waiver is requested imposes an undue hardship on the applicant;
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- (B) The proposed sign shall be of a unique design or configuration;
  - (C) The waiver is needed due to a hardship caused by restricted area, shape, topography, or physical features that are unique to the property or structure on which the proposed sign would be placed, and such hardship is not self-imposed;
  - (D) The waiver will substantially improve the convenience and welfare of the public and does not violate the intent of this article; and
  - (E) The requirement or standard will not adversely impact an adjacent property owner.
- (4) Incomplete applications shall not be accepted.
  - (5) An application for a waiver shall not be accepted for a sign that is prohibited by section 3.06.010 of this article.
- (c) *Procedure.*
- (1) The development services staff shall review the application and create a report for the City Council. Every application shall automatically be forwarded to the City Council for consideration as a public hearing item.
  - (2) Prior to the tenth day before the City Council public hearing, written notice of the proposed waiver shall be sent to each owner, as indicated by the most recently approved municipal tax roll, of property within 200 feet of the property in which the waiver is proposed.
  - (3) City Council may vote to approve, approve with amendments and conditions, table, or deny in whole or in part the application for a waiver for any reason.

### **Sec. 3.06.017. Violations in or on public property.**

- (a) Unless permitted by this article, any sign of any nature that is placed, constructed, or maintained on public property in violation of the sign ordinance, shall be subject to the following:
  - (1) The sign may be subject to confiscation by City personnel.
    - (A) Signs confiscated may be retained for a period of five calendar days from the day after confiscation;
  - (2) It shall be prima facie evidence that the property owner of record at the address specified on a confiscated sign is responsible for the offense of placing, constructing, or maintaining such sign, and upon conviction, that person shall be guilty of a misdemeanor; and
  - (3) If such a sign contains no identifying information other than a telephone number, such information shall be prima facie evidence that the property owner of record at the telephone number specified on a confiscated sign is responsible for the offense of placing, constructing, or maintaining such sign, and upon conviction, that person shall be guilty of a misdemeanor.
- (b) The following evidence relative to the name, address, or telephone number contained in the following records is prima facie evidence of the contents of the record.
  - (1) *Name.* An authenticated photograph of the sign showing the name of the person allegedly responsible, or the sign itself.
  - (2) *Address.* A certified copy of that section of the most recent tax roll or appraisal district record which shows the name and address of the record property owner and an authenticated photograph of the sign or the sign itself.
  - (3) *Telephone number.* An authenticated photograph of the sign or the sign itself showing the telephone number and a copy of the most recent telephone directory showing the listing, or a letter or other

document from the telephone company showing the listed person and address at that telephone number.

- (c) Any presumption contained in this section is rebuttable and shall have the effects and consequences set forth in V.T.C.A. Penal Code § 2.05.

**Sec. 3.06.018. Recovery of impounded signs.**

- (a) Impounded signs may be recovered by the owner within five days from impoundment by paying a fee as established by the City in the adopted fee schedule.
- (b) Signs not recovered within five days of impoundment may be disposed of by the City in any manner it shall elect.

**Sec. 3.06.019. Neglected and abandoned signs.**

- (a) Abandoned signs and neglected signs shall be considered a public nuisance and are prohibited by this article.
- (b) Upon written notification to the permit holder by the Administrative Official, such abandoned signs shall be removed from the premises and neglected signs shall be repaired or removed from the premises by the property owner, agent, or person having beneficial use of the land, building, or structure upon which said sign is located.
- (c) The notification shall state that the offending sign shall be repaired or removed by the owner, agent, or person having beneficial use of the land, building, or structure upon which such sign is located within ten days. The notification shall further state that if the sign is not removed or repaired, a citation may be issued and the City may resort to any civil remedy available to remove or repair the sign, up to and including impoundment.
- (d) If any sign is determined to present an immediate danger to the health, safety, and general welfare of the public, the City shall remove it immediately. Within ten days of the removal of the sign, the City shall notify the owner of the property on which the sign was located of the reason(s) for removal of the sign.
- (e) It shall be unlawful for any person, firm, or corporation receiving such written notice to fail to comply with the direction of the notice. In the event of failure to comply with such notice provided under section 3.06.007(c), the Administrative Official is hereby authorized to cause the removal and impoundment of such sign. Any expenses incident thereto shall be the responsibility of the owner, agent, or person having beneficial use of the land, building, or structure upon which such sign was located.

**Sec. 3.06.020. Nonconforming signs.**

- (a) A nonconforming sign:
- (1) Was in existence and lawfully placed prior to the effective date of this article;
  - (2) Was in existence and lawfully located and used in accordance with the provisions of the prior ordinance applicable thereto, or which was considered legally nonconforming thereunder, and has since been in continuous or regular use; or
  - (3) Was in existence, located, and used on the premises at the time it was annexed into the City and has since been in regular and continuous use.
- (b) Any nonconforming sign and its supporting structure, which is destroyed, damaged, dilapidated, or deteriorated, shall not be replaced, repaired, or renovated, in whole or in part, if such replacement, repair, or renovation would require an expenditure of monies in excess of 60 percent of the cost of a new sign,

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including its supporting structure, which is substantially the same or similar to the nonconforming sign destroyed, damaged, dilapidated, or deteriorated. Changing an internal panel of a nonconforming sign is permitted in all cases.

- (c) No sign or supporting structure, which is lawfully reproduced, repaired, or renovated as a nonconforming sign, shall be increased in area or height.
- (d) Notwithstanding any other provision of this article, any sign which is a legally existing nonconforming sign hereunder may be relocated on the same lot or tract of property upon which the sign is located in, when acquired by any governmental agency or other entity which has or could have acquired the property through the exercise of its power of eminent domain. Such relocated sign shall be placed, insofar as possible, as to comply with all the provisions of this article.
- (e) A nonconforming sign in the City or its extraterritorial jurisdiction (ETJ) may be relocated, reconstructed, or removed as provided by law including, but not limited to, V.T.C.A. Local Government Code, ch. 216 as it exists or may be amended.
- (f) If a nonconforming sign is required to be relocated, reconstructed, or removed by the City, the Mayor shall appoint a municipal board in accordance with V.T.C.A. Local Government Code, § 216.004, as it exists or may be amended, to be known as the "Municipal Board on Sign Control for Nonconforming Signs." Once appointed, board members shall serve for two year terms unless they are removed by the Mayor, they resign, they fail to qualify to serve, or are otherwise removed.

### **Sec. 3.06.021. Appeals.**

Allegations of errors in orders, decisions, or determinations by the Administrative Official in administration of the sign regulations shall be made in writing by the applicant and heard by the City Council. An application for such appeal may be obtained from the City. The City Council shall hear, if possible, the allegation of errors within 30 days after receipt of a completed application and applicable application fees. The application will require written authorization from the property owner. The City Council's decision is final.

## Sign Criteria Table

Sign Type	Permit Required	Maximum Effective Area	Max Height	Location
Awning sign	Yes	75% of awning width	4 ft from base of awning	Non-residential uses or apartment uses
Banner sign	Yes	48 sq ft	Not listed	Non-residential uses
Blade sign	No	3 sq ft	18 inches	Non-residential uses
Canopy sign	Yes	45 sq ft	3 ft	Non-residential uses
Construction fence sign	Yes	128 sq ft (printed), 96 sq ft (not printed)	8 ft	Non-residential uses
Outdoor machine sign	No	Not listed	Not listed	Attached to a machine
Projecting sign	Yes	12 sq ft	Not listed	Non-residential uses
Roof sign	Yes	200 sq ft (commercial), 300 sq ft (industrial)	40 ft	Commercial and industrial uses
Vehicular sign	No	Not listed	Not listed	Non-residential zoning districts
Wall sign	Yes	40% of facade	Not above roofline	Commercial or industrial uses
Window sign	No	25% of total window area	Not listed	Non-residential uses
Development sign	Yes	32 sq ft	8 ft	Minimum 15 ft from property line

Downtown sign	Yes	20 sq ft	6 ft	Downtown area
Flags	No	40 sq ft (residential), 60 sq ft (non-residential)	30 ft (residential), 40 ft (non-residential)	Private real property
Human sign	No	6 sq ft	Not listed	Private property
Incidental sign	No	5 sq ft	30 inches	Non-residential uses
Inflatable sign	Yes	48 sq ft	30 ft	Non-residential uses
Monument sign	Yes	64 sq ft (single-tenant), 80 sq ft (multi-tenant), 24 sq ft (model home)	8 ft (single-tenant), 10 ft (multi-tenant), 4 ft (model home)	Single or multi-tenant lots
Pole sign	Yes	200 sq ft (commercial), 300 sq ft (industrial)	50 ft (Highway 174), 30 ft (other locations)	Commercial or industrial lots
Political sign	No	36 sq ft	8 ft	Private real property
Residential sign	No	6 sq ft	4 ft	Single-family, two-family, or multi-family dwellings
Restaurant use drive-through sign	Yes	48 sq ft (menu board), 18 sq ft (pre-order sign), 9 sq ft (drive-in)	6 ft	Drive-through or drive-in uses
Sandwich board (A-frame) sign	Yes	12 sq ft per side	4 ft	Non-residential uses

Scoreboard	Yes	Not listed	Not listed	Athletic field or stadium
Subdivision entry sign	Yes	Not listed	Not listed	Within platted limits of subdivision
Unified development sign	Yes	Not listed	Not listed	Unified development zones



**MINUTES  
CITY COUNCIL REGULAR MEETING  
COUNCIL CHAMBERS  
DECEMBER 19, 2024  
6:30 PM**

The Joshua City Council will hold a Work Session at 6:30 pm. A Regular Meeting will be held immediately following the Work Session in the Council Chambers at Joshua City Hall, located at 101 S. Main St., Joshua, Texas. This meeting is subject to the open meeting laws of the State of Texas.

Individuals may attend the meeting in person or access the meeting via videoconference or telephone conference call.

**Join Zoom Meeting:**

<https://us02web.zoom.us/j/81894726707?pwd=TWa9yRyO0LHPNF7Q7apyyNuia3iYHr.1>

Meeting ID: 81894726707 Passcode: 814176

**A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT**

Mayor Kimble announced a quorum and called the meeting to order at 6:33 pm.

**B. PLEDGE OF ALLEGIANCE**

1. United States of America
2. Texas Flag

**C. INVOCATION**

The invocation was given by Theresa Boydston, Area Director of Johnson County Young Life

**D. WORK SESSION**

1. Review and discuss questions related to the budget report and financial statement for November 2024. (Staff Resource: M. Peacock)

City Manager Peacock stated that tax revenues are below expectations, but it is not abnormal for this time of year. Each department is under budget.

2. Discussion on lowering the speed limit of Waterford Way from 30 mph to 25 mph. (Staff Resource: M. Peacock)

City Manager Peacock stated that the city has been studying road traffic for a while, he believes the public works director's recommendation to lower the speed limit from 30 to 25 is understandable. In addition, he stated that the staff is going to ask Type B to fund a speed flashing sign.

Councilmember Kidd asked what initiated this. City Manager Peacock answered citizens' complaints.

City Manager Peacock stated that the traffic policy may be updated by next year.

The City Council directed staff to bring this item back next month for action.

3. Update on the City Park Project. (Staff Resource: M. Peacock)

Parks Manager Gill gave a brief update regarding the City Park Project.

**E. UPDATES FROM MAYOR AND COUNCIL MEMBERS, UPDATES FROM CITY STAFF MEMBERS:**

*Pursuant to Texas Government Code Section 551.0415, the Mayor and Members of the City Council may report on the following items of community interest, including (1) expressions of thanks, congratulations, or condolences; (2) information about holiday schedules, (3) recognition of individuals; (4) reminders about upcoming City Council events; (5) information about community events; and (6) announcements involving any imminent threat to public health and safety. Staff Updates will address operational issues in various City departments. No deliberation is authorized under the Texas Open Meetings Act.*

NA

**F. PUBLIC FORUM, PRESENTATION, 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. Therefore, no Council deliberation is permitted. Each person will have 3 minutes to speak.*

Glen Walden introduced Josh Howard, JCSUD General Manager.

Mayor Kimble moved to the Consent Agenda.

Mayor Kimble returned to this item after all items were discussed.

Mayor Kimble presented Councilmember Merle Breitenstein with a proclamation officially declaring December 19 as "Merle Breitenstein Day" in perpetuity. Additionally, Mayor Kimble honored Councilmember Breitenstein with the Distinguished Service Award, commemorated by a beautifully inscribed plaque recognizing his exceptional contributions to the City of Joshua.

Councilmember Johnny Waldrip further celebrated the occasion by presenting Councilmember Breitenstein with a Texas flag that had flown over the State Capitol. The flag symbolized Breitenstein's commitment to both local and state communities throughout his years of service.

Councilmember Mike Kidd delivered congratulations on behalf of Governor Greg Abbott, presenting Councilmember Breitenstein with a certificate from the Governor's office. The certificate acknowledged Breitenstein's invaluable contributions to Joshua's growth and well-being.

In a heartfelt moment, Councilmember Shelly Anderson read a letter signed by all members of the City Council. The letter expressed deep gratitude to Merle Breitenstein and his wife, April, for their unwavering service and dedication to the community. It highlighted their lasting impact on the City of Joshua and their legacy of service to both the local community and the nation.

The evening concluded with a special acknowledgment of April Breitenstein. Mrs. Kim Kimble, wife of Mayor Kimble, presented April with a stunning bouquet of flowers in recognition of her steadfast support and partnership throughout Merle's years of service.

The City Council and attendees expressed their profound appreciation to Merle and April Breitenstein for their lasting contributions to the City of Joshua.



**G. CONSENT AGENDA**

1. Discuss, consider, and possible action on November 21, 2024, meeting minutes. (Staff Resource: A. Holloway)
2. Discuss, consider, and possible action on December 09, 2024, meeting minutes. (Staff Resource: A. Holloway)

Motion made by Councilmember Waldrip to approve the Consent Agenda. Seconded by Councilmember Nichols.

Voting Yea: Mayor Kimble, Councilmember Waldrip, Councilmember Kidd, Councilmember Nichols, Councilmember Breitenstein, Councilmember Anderson

**H. REGULAR AGENDA**

1. Discuss, consider, and possibly action on an Interlocal Agreement with Johnson County to house the City's Police Department Class C Misdemeanor Prisoners. (Staff Resource: S. Fullagar)

Motion made by Councilmember Kidd to approve the Interlocal Agreement. Seconded by Councilmember Breitenstein.

Voting Yea: Mayor Kimble, Councilmember Waldrip, Councilmember Kidd, Councilmember Nichols, Councilmember Breitenstein, Councilmember Anderson

2. Discuss, consider, and possibly action on an Interlocal Agreement with Johnson County to house the City's Fire Department Marshal's Class C Misdemeanor Prisoners. (Staff Resource: J. White)

Motion made by Councilmember Anderson to approve the Interlocal Agreement. Seconded by Councilmember Breitenstein.

Voting Yea: Mayor Kimble, Councilmember Waldrip, Councilmember Kidd, Councilmember Nichols, Councilmember Breitenstein, Councilmember Anderson

**I. STAFF REPORT**

1. Police Department
2. Fire Department
3. Municipal Court
4. Public Works
5. Animal Services
6. Development Services
7. Code Enforcement
8. Parks and Recreation
9. City Secretary's Office

**J. FUTURE AGENDA ITEMS/REQUESTS BY COUNCIL MEMBERS TO BE ON THE NEXT AGENDA**

*Councilmembers shall not comment upon, deliberate, or discuss any item that is not on the agenda. Councilmembers shall not make routine inquiries about operations or project status on an item that is not posted. However, any Councilmember may state an issue and request to place the item on a future agenda.*

NA

**K. ADJOURN**

Mayor Kimble adjourned the meeting at 6:59 pm.

Approved: January 16, 2025

Item 1.

\_\_\_\_\_  
Scott Kimble, Mayor

ATTEST:

\_\_\_\_\_  
Alice Holloway, City Secretary



**City Council Agenda  
January 16, 2025**

**Resolution**

**Action Item**

**Agenda Description:**

Discuss, consider, and possible action on a resolution approving the City of Joshua Investment Report for the Quarter Ending December 31, 2024.

**Background Information:**

Chapter 2256.023 of the Texas Government Code states a written quarterly investment report must be prepared by the investment officer and submitted to the governing body. For the quarter ending December 31, 2024, the City invested funds in Local Government Investment Pool(LGIP), TexSTAR in addition to funds held in interest-bearing accounts at the depository bank. Included with the investment report is the newsletter from TexSTAR, providing information on the average yield, net asset value, weighted average maturity, and portfolio composition at the end of the reporting quarter. As of December 31, 2024, there was \$9,095,694.26 invested, with total quarterly interest income of \$97,496.75.

**Financial Information:**

N/A

**City Contact and Recommendations:**

Marcie Freelen, Finance Director

Staff recommends approval of resolution.

**Attachments:**

1. Investment Report
2. Resolution





**Investment Report**

**For the Quarter Ending**

**December 31, 2024**

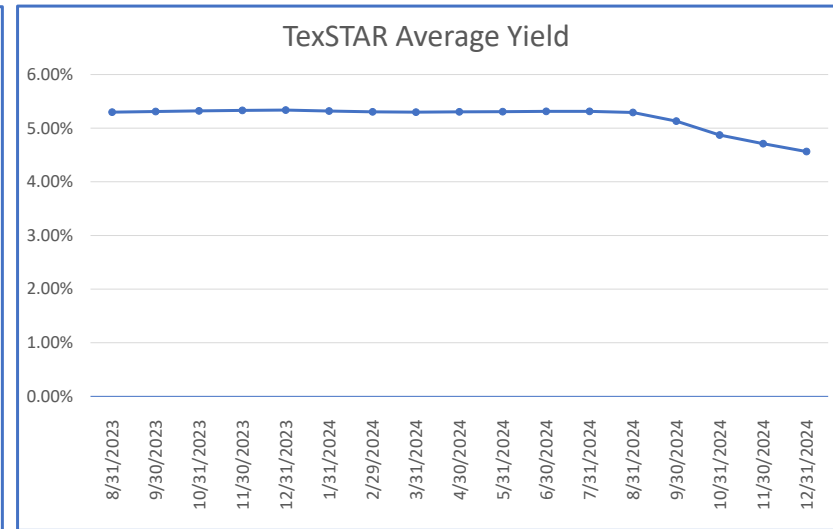
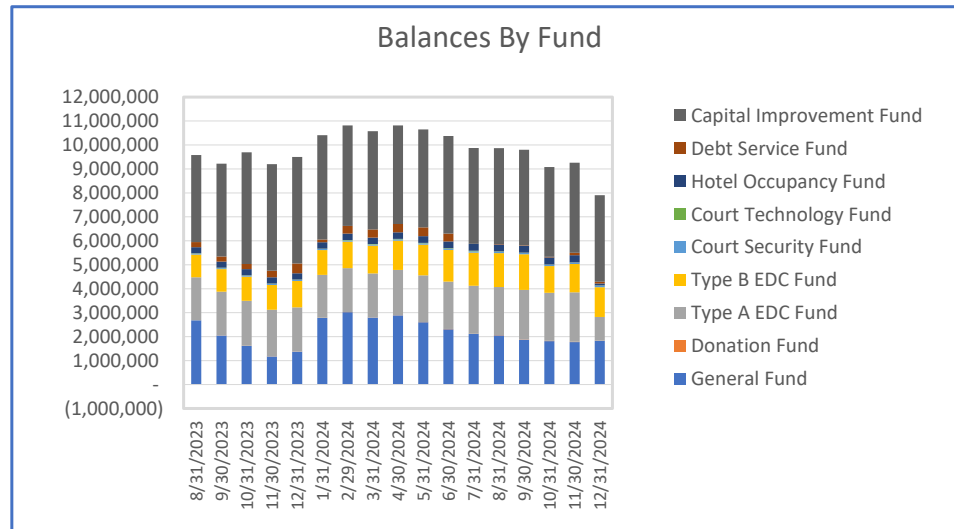
This report is in compliance with the strategies as approved in the City of Joshua's Investment Policy and the Public Funds Investment Act.

Mike Peacock, City Manager

Marcie Freelen, Finance Director

Account Name	Investment Date	Maturity Date	Par	*Ending Market Value 9/30/2024	Net Additions and Withdrawals	*Ending Market Value 12/31/2024	Market Change	Maturity in Days	Weighted Average Maturity	Interest Earned	Average Yield in Percent
Pinnacle-General Revenue	Daily	Open	\$ 35,000.00	\$ 35,000.00	\$ -	\$ 35,000.00	\$ -	1	0.00	\$ 8.34	0.10%
Pinnacle-General Revenue-ICS	Daily	Open	\$ 462,336.91	\$ 369,724.67	\$ 92,612.24	\$ 462,336.91	\$ -	1	0.05	\$ 2,449.57	3.00%
Pinnacle-TIF	Daily	Open	\$ 5,691.86	\$ 2,569.40	\$ 3,122.46	\$ 5,691.86	\$ -	1	0.00	\$ 0.80	0.10%
Pinnacle-TIF-ICS	Daily	Open	\$ -	\$ -	\$ -	\$ -	\$ -	1	0.00	\$ -	0.00%
Pinnacle-Type A EDC	Daily	Open	\$ 35,000.00	\$ 35,000.00	\$ -	\$ 35,000.00	\$ -	1	0.00	\$ 8.81	0.10%
Pinnacle-Type A EDC-ICS	Daily	Open	\$ 834,181.81	\$ 768,276.17	\$ 65,905.64	\$ 834,181.81	\$ -	1	0.09	\$ 6,259.03	3.00%
Pinnacle-Type B EDC	Daily	Open	\$ 35,000.00	\$ 35,000.00	\$ -	\$ 35,000.00	\$ -	1	0.00	\$ 8.82	0.10%
Pinnacle-Type B EDC-ICS	Daily	Open	\$ 835,396.12	\$ 654,909.17	\$ 180,486.95	\$ 835,396.12	\$ -	1	0.09	\$ 5,648.87	3.00%
Pinnacle-Hotel Occupancy Tax	Daily	Open	\$ 35,000.00	\$ 35,000.00	\$ -	\$ 35,000.00	\$ -	1	0.00	\$ 8.82	0.10%
Pinnacle-Hotel Occupancy Tax-ICS	Daily	Open	\$ 44,931.37	\$ 254,163.26	\$ (209,231.89)	\$ 44,931.37	\$ -	1	0.00	\$ 1,474.86	3.00%
Pinnacle-2010 GO Bonds	Daily	Open	\$ 35,000.00	\$ 35,000.00	\$ -	\$ 35,000.00	\$ -	1	0.00	\$ 8.82	0.10%
Pinnacle-2010 GO Bonds-ICS	Daily	Open	\$ 184,078.60	\$ 179,733.11	\$ 4,345.49	\$ 184,078.60	\$ -	1	0.02	\$ 1,390.75	3.00%
Pinnacle-2020 GO Bonds	Daily	Open	\$ 35,000.00	\$ 35,000.00	\$ -	\$ 35,000.00	\$ -	1	0.00	\$ 8.82	0.10%
Pinnacle-2020 GO Bonds-ICS	Daily	Open	\$ 2,664,268.19	\$ 2,630,106.37	\$ 34,161.82	\$ 2,664,268.19	\$ -	1	0.29	\$ 31,273.73	4.60%
TexStar	Daily	Open	\$ 3,854,809.40	\$ 4,705,862.69	\$ (851,053.29)	\$ 3,854,809.40	\$ -	1	0.42	\$ 48,946.71	4.72%
<b>Total</b>			<b>\$ 9,095,694.26</b>	<b>\$ 9,775,344.84</b>	<b>\$ (679,650.58)</b>	<b>\$ 9,095,694.26</b>			<b>1.00</b>	<b>\$ 97,496.75</b>	

\* Investments in local government investment pools have beginning and ending general ledger balances that are the same as beginning and ending market values.



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS ACCEPTING AND APPROVING THE INVESTMENT REPORT FOR THE QUARTER ENDING DECEMBER 31<sup>st</sup>, 2024; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 2256.023 of the Texas Government Code states a written quarterly investment report must be prepared by the investment officer and submitted to the governing body; and

**WHEREAS**, for the quarter ending December 31, 2024, in addition to interest-bearing depository bank accounts, the City invested in one local government investment pool, (TexSTAR) for which a newsletter from the pool provides information on their average yield, net asset value, weighted average maturity, and portfolio composition at the end of the reporting quarter has been provided; and

**WHEREAS**, as of December 31, 2024, there was \$9,095,694.26 invested in the depository bank and investment pool, with total quarterly interest income of \$97,496.75.

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

**SECTION 1.** The City Council of the City of Joshua Council hereby accepts and approves the Investment Report for the quarter ending December 31, 2024.

**SECTION 2.** This resolution shall take effect immediately after its passage on the date shown below.

**PASSED AND APPROVED this the 16<sup>th</sup> day of January, 2025 at a regular meeting of the City Council of the City of Joshua, Texas.**

\_\_\_\_\_  
Scott Kimble  
Mayor

ATTEST:

\_\_\_\_\_  
Alice Holloway  
City Secretary



**City Council Agenda  
01/16/2025**

**Minutes Resolution**

**Regular Item**

**Agenda Description:**

Discuss, consider, and possible action to update the FY 24.25 Pay Plan.

**Background Information:**

The Police Chief has requested the position title of Police Commander be changed to Police Captain.

**Financial Information:**

This is a position title change only.

**City Contact and Recommendations:**

Brittany Grounds, Human Resources Director.

**Attachments:**

**Redline Pay Plan 24-25 - Update**



**CITY OF JOSHUA**  
**GENERAL PAY STRUCTURE**  
**Proposed Effective 01/16/2025**

Item 3.

Grade	Pay Frequency	FLSA Status	Pay Range		Position Title	
			Minimum	Maximum		
100	Annual Hourly (2080)	Non-exempt	A	\$ 27,000.00	\$ 32,000.00	Kennel Technician
			H	\$ 12.98	\$ 15.38	
101	Annual Hourly (2080)	Non-exempt	A	\$ 28,000.00	\$ 38,000.00	
			H	\$ 13.46	\$ 18.27	
102	Annual Hourly (2080)	Non-exempt	A	\$ 29,500.00	\$ 39,500.00	
			H	\$ 14.18	\$ 18.99	
103	Annual Hourly (2080)	Non-exempt	A	\$ 32,500.00	\$ 45,000.00	Administrative Assistant I Parks Maintenance Worker
			H	\$ 15.63	\$ 21.63	
104	Annual Hourly (2080)	Non-exempt	A	\$ 35,000.00	\$ 47,500.00	Public Works Crew Member
			H	\$ 16.83	\$ 22.84	
105	Annual Hourly (2080)	Non-exempt	A	\$ 37,500.00	\$ 50,000.00	Animal Control Officer
		Non-exempt	H	\$ 18.03	\$ 24.04	Code Enforcement Officer
		Non-exempt				Permit Clerk
106	Annual Hourly (2080)	Non-exempt	A	\$ 40,000.00	\$ 55,000.00	Administrative Assistant II
		Non-exempt	H	\$ 19.23	\$ 26.44	Finance Coordinator
107	Annual Hourly (2080)	Non-exempt	A	\$ 42,500.00	\$ 57,500.00	Public Works Crew Leader
			H	\$ 20.43	\$ 27.64	
108	Annual Hourly (2080)	Non-exempt	A	\$ 45,500.00	\$ 60,500.00	Court Administrator/Clerk
		Non-exempt	H	\$ 21.88	\$ 29.09	
109	Annual Hourly (2080)	Non-exempt	A	\$ 48,500.00	\$ 63,500.00	
			H	\$ 23.32	\$ 30.53	
110	Annual Hourly (2080)	Non-exempt	A	\$ 52,500.00	\$ 67,500.00	Senior Building Inspector
		Non-exempt	H	\$ 25.24	\$ 32.45	Animal Services Manager
						Parks Manager
111	Annual Hourly (2080)	Non-exempt	A	\$ 58,500.00	\$ 73,500.00	
		Non-exempt	H	\$ 28.13	\$ 35.34	
112	Annual Hourly (2080)	Non-exempt	A	\$ 64,500.00	\$ 84,500.00	
			H	\$ 31.01	\$ 40.63	
113	Annual Hourly (2080)	Non-exempt	A	\$ 70,500.00	\$ 90,500.00	
			H	\$ 33.89	\$ 43.51	

114	Annual Hourly (2080)	Exempt Exempt	A H	\$ 76,500.00 \$ 36.78	\$ 96,500.00 \$ 46.39	Development Services Director Public Works Director
115	Annual Hourly (2080)	Exempt	A H	\$ 86,500.00 \$ 41.59	\$ 106,500.00 \$ 51.20	
116	Annual Hourly (2080)	Exempt Exempt	A H	\$ 96,500.00 \$ 46.39	\$ 116,500.00 \$ 56.01	Human Resources Director Economic Development Director
117	Annual Hourly (2080)	Exempt Exempt	A H	\$ 106,500.00 \$ 51.20	\$ 126,500.00 \$ 60.82	Police Chief Fire Chief
118	Annual Hourly (2080)	Exempt	A H	\$ 116,500.00 \$ 56.01	\$ 136,500.00 \$ 65.63	Finance Director
119	Annual Hourly (2080)	Exempt	A H	\$ 126,500.00 \$ 60.82	\$ 146,500.00 \$ 70.43	Assistant City Manager
120	Annual Hourly (2080)	Exempt	A H	\$ 136,500.00 \$ 65.63	\$ 156,500.00 \$ 75.24	
121	Annual Hourly (2080)	Exempt	A H	\$ 146,500.00 \$ 70.43	\$ 166,500.00 \$ 80.05	
122	Annual Hourly (2080)	Exempt	A H	\$ 156,500.00 \$ 75.24	\$ 176,500.00 \$ 84.86	

**CITY OF JOSHUA**  
**PUBLIC SAFETY PAY STRUCTURE**  
**Proposed Effective 01/16/2025**

Police Department

Police Officer	\$ 60,000.00	\$ 75,000.00
Police Sergeant	\$ 76,000.00	\$ 88,000.00
<del>Police Commander</del>	<del>\$ 89,000.00</del>	<del>\$ 101,000.00</del>
Police Captain	\$ 89,000.00	\$ 101,000.00

Fire Department

Firefighter	\$ 60,000.00	\$ 75,000.00
Fire Captain	\$ 76,000.00	\$ 88,000.00
Firefighter ( <i>Part-time</i> )	\$ 21.00	(hourly rate)

**CITY OF JOSHUA  
RESOLUTION NO. 2024-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, AMENDING THE CITY OF JOSHUA PAY PLAN; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Joshua has adopted the revised pay plan to provide pay ranges for City employees; and

**WHEREAS**, the City Council of the City of Joshua finds it to be in the public’s interest and the interest of the City to adopt the revised pay plan; and

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

**SECTION 1**

The City of Joshua’s Pay Plan is hereby amended as shown in Exhibit “A,” which is attached hereto and incorporated herein for all purposes.

**SECTION 2**

All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

**SECTION 3**

This Resolution shall take effect immediately upon its passage, and it is so resolved.

**PASSED, APPROVED, AND ADOPTED**, by the City Council of the City of Joshua, Texas, this the 16th day of January 2025.

\_\_\_\_\_  
Scott Kimble, Mayor

**ATTEST:**

\_\_\_\_\_  
Alice Holloway, City Secretary

\_\_\_\_\_  
Terrence S. Welch, City Attorney



**City Council Meeting Agenda  
January 16, 2025**

**Minutes Resolution**

**Action Item**

**Agenda Description:**

Discuss, consider, and possible action on allocating additional funds required to complete the Thomas Street project.

**Background Information:**

The engineering firm JacobMartin initially estimated the project cost at \$440,100. However, during the bidding process, all three bids exceeded the estimate, with the lowest bid being \$618,185, creating a funding shortfall of \$292,381.25.

**Financial Information:**

Grant Amount for Construction	\$	390,100.00
Contractual City Match	\$	50,000.00
<b>Total Construction Portion of Project</b>	<b>\$</b>	<b>440,100.00</b>
Base Bid	\$	618,185.00
Less Proposed Change Order	\$	(32,200.00)
<b>Proposed Revised Base Bid Amount</b>	<b>\$</b>	<b>585,985.00</b>
25% Contingency	\$	146,496.25
<b>Total Construction plus Contingency Cost</b>	<b>\$</b>	<b>732,481.25</b>
Less Grant Funds	\$	(390,100.00)
City's Contribution	\$	342,381.25
Less Contractual Match	\$	(50,000.00)
<b>City's Additional Funds</b>	<b>\$</b>	<b>292,381.25</b>

**City Contact and Recommendations:**

Amber Bransom, Staff recommends allocating funding from a Tax Note Series 2022A, originally drawn for the municipal complex planning.

**Attachments:**

- JacobMartin letter of recommendation concerning bids for the CDBG Street Improvement project



INTEGRITY  
EXCELLENCE  
TRUST

October 08, 2024

Ms. Amber Bransom  
Assistant City Manager  
City of Joshua  
101 S Main St  
Joshua, Texas 76058

RE: Letter of Recommendation Concerning Bids for CDBG Street Improvements Project

Dear Ms. Bransom:

On September 17, 2024 bids were opened for the CDBG Street Improvements project. This project includes removing and reconstructing approximately 1,320 LF of roadway on Thomas Street utilizing subgrade treatment, prime coat, and two-inch (2-in) HMAC pavement, and approximately 515 LF of CMP driveway culvert, and all associated grading and appurtenances. Three bids were received, with the low base bid of \$618,185.00 being turned in by Blacksmith Ventures, LLC. out of Bryson, Texas. The second bid was turned in by GRod Construction, LLC at \$708,043.75, with the high bidder being Texas Materials Group, Inc at \$998,615.40.

Jacob & Martin has not worked with Blacksmith Ventures, LLC as the construction contractor on any past projects. We are in the process of performing an evaluation of their references concerning past performance and project completion. Any recommendation to accept the bid from Blacksmith Ventures, LLC is contingent upon a satisfactory evaluation of their references.

The base bid of \$618,185.00 includes vertical headwalls at each of the end of the driveway culverts. Staff wishes to replace the vertical headwalls with safety end treatments. This would reduce the bid by \$32,200.00 by means of a change order, yielding a revised contract amount of \$585,985.00. Note that, if accepted, this amount does not include any additional funds for possible construction contingencies. We recommend additional funds be allocated to cover any unforeseen issues during construction.

The total contract amount would be \$585,985.00 for the base bid with the proposed change order. The CDBG grant covers \$440,100.00 of the construction costs, which includes the City's \$50,000 match. Therefore, the City's additional contribution to the project would be \$145,885.00 excluding any contingency. The cost breakdown below assumes contingency is allocated up to the maximum amount allowed by the Texas Department of Agriculture (25%).



3465 Curry Lane  
Abilene, TX 79606  
325.695.1070

908 S. Main Street, Suite 100  
Boerne, TX 78006  
325.695.1070

4920 S. Loop 289, Suite 104  
Lubbock, TX 79414  
806.368.6375

1925 Fort Worth Highway  
Weatherford, TX 76086  
817.594.9880

Grant Amount for Construction	\$	390,100.00
Contractual City Match	\$	50,000.00
<b>Total Construction Portion of Project</b>	<b>\$</b>	<b>440,100.00</b>
Base Bid	\$	618,185.00
Less Proposed Change Order	\$	(32,200.00)
<b>Proposed Revised Base Bid Amount</b>	<b>\$</b>	<b>585,985.00</b>
25% Contingency	\$	146,496.25
<b>Total Construction plus Contingency Cost</b>	<b>\$</b>	<b>732,481.25</b>
Less Grant Funds	\$	(390,100.00)
City's Contribution	\$	342,381.25
Less Contractual Match	\$	(50,000.00)
<b>City's Additional Funds</b>	<b>\$</b>	<b>292,381.25</b>

The bid amounts are valid for a period of 60 days whereupon the bid must be awarded or, if the contractor will not hold their prices, the project would then have to be rebid. Assuming it is Council’s preference to award the bid, Jacob & Martin would recommend award to the low bidder contingent upon satisfactory responses from their references. Based on this and Council’s preference for awarding the project, we will prepare documents for execution by the Contractor and the City.

Sincerely,



**JACOB | MARTIN**

Nic Kirk, P.E.  
 Attachments – CDV23-0132 Budget, Bid Tabulation



325.695.1070  
 817.594.9880



info@jacobmartin.com  
 www.jacobmartin.com



3465 Curry Lane  
 Abilene, TX 76906

1508 Santa Fe, Suite 203  
 Weatherford, TX 76086

City of Joshua  
 2023 CDBG Street Improvements  
 Bid Date: September 17, 2024 at 10:00 AM  
 JM Project Number: 22500  
 TDA NO. CDV23-0123



**Bid Tabulation**

Engineer: Jacob & Martin, LLC  
 Weatherford, Texas

For all Labor, Materials, Equipment, and Incidentals to Furnish and Install the Following:				Blacksmith Ventures, LLC		GRod Construction, LLC		Texas Materials Group, Inc.	
				P.O. Box 188 Bryson, TX 76427		889 E. Rock Island Ave. Boyd, TX 76023		420 Decker Dr., Suite 200 Irving, TX 75062	
Item #	Item Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 70,000.00	\$ 70,000.00	\$ 54,125.00	\$ 54,125.00
2	Excavate Existing Asphalt and Haul Off	745	CY	\$ 60.00	\$ 44,700.00	\$ 40.00	\$ 29,800.00	\$ 76.05	\$ 56,657.25
3	Subgrade Preparation and Lime Treatment	3340	SY	\$ 17.00	\$ 56,780.00	\$ 17.00	\$ 56,780.00	\$ 14.35	\$ 47,929.00
4	Crushed Aggregate Base	3020	SY	\$ 30.00	\$ 90,600.00	\$ 24.00	\$ 72,480.00	\$ 19.80	\$ 59,796.00
5	Prime Coat	755	GAL	\$ 6.00	\$ 4,530.00	\$ 8.25	\$ 6,228.75	\$ 4.40	\$ 3,322.00
6	2" Hot Mix Asphaltic Concrete	3020	SY	\$ 16.50	\$ 49,830.00	\$ 21.00	\$ 63,420.00	\$ 20.96	\$ 63,299.20
7	Concrete Driveway Paving	870	SY	\$ 60.00	\$ 52,200.00	\$ 115.00	\$ 100,050.00	\$ 238.35	\$ 207,364.50
8	18" CMP Driveway Culvert	515	LF	\$ 223.00	\$ 114,845.00	\$ 194.00	\$ 99,910.00	\$ 282.85	\$ 145,667.75
9	6:1 Safety End Treatment	2	EA	\$ 800.00	\$ 1,600.00	\$ 3,000.00	\$ 6,000.00	\$ 3,134.05	\$ 6,268.10
10	Gravel Replacement	50	SY	\$ 10.00	\$ 500.00	\$ 36.00	\$ 1,800.00	\$ 91.05	\$ 4,552.50
11	Mailbox and Valve Adjustments	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 12,000.00	\$ 12,000.00	\$ 23,515.25	\$ 23,515.25
12	R.O.W. Grading	2550	SY	\$ 40.00	\$ 102,000.00	\$ 15.00	\$ 38,250.00	\$ 5.35	\$ 13,642.50
13	Striping	2640	LF	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
14	Hydromulch	2550	SY	\$ 2.00	\$ 5,100.00	\$ 3.50	\$ 8,925.00	\$ 5.05	\$ 12,877.50
15	Erosion Control	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,508.25	\$ 6,508.25
16	Traffic Control	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 14,000.00	\$ 14,000.00	\$ 8,210.30	\$ 8,210.30
17	Parallel Concrete Driveway Headwalls	46	EA	\$ 1,500.00	\$ 69,000.00	\$ 2,650.00	\$ 121,900.00	\$ 6,193.05	\$ 284,880.30
<b>TOTAL BASE BID A (Items 1 - 17)</b>					<b>\$ 618,185.00</b>		<b>\$ 708,043.75</b>		<b>\$ 998,615.40</b>



## Exhibit B

### A. Approved Budget

1. It is understood and agreed that the total amount of funds under this award shall be used for the Project outlined in this Agreement. Grant Recipient shall expend funds under this award in accordance with the approved budget specified herein. All Project-related expenses must be reasonable and necessary.

2. The Department may require a more detailed budget breakdown than the one contained herein, and Grant Recipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Department.

3. Any amendments to the Project Budget must be approved in writing by both the Department and Grant Recipient.

Hud Activity	Recommended Amount	Recommended Match
03K	\$390,100.00	\$50,000.00
Engineering	\$75,000.00	
Admin	\$34,900.00	

### B. Pre-Award Costs

The Department may reimburse allowable administrative and engineering expenditures made by Grantee prior to the effective date of the Agreement if incurred after 5/3/2023 12:00:00 AM, and if Grantee complied with all requirements for the release of funds.



**City Council Agenda  
January 16, 2025**

**Minutes Resolution**

**Action Item**

**Agenda Description:**

Public hearing on a request for a zoning change regarding approximately 0.317 acres of land in the W. W. Byers Survey, Abstract Number 29, Lots 1 Thru 4, BLK 18, Original Town of Joshua, County of Johnson, Texas, located at 101 Santa Fe, to change from (R-1) Single Family Residential District to the (R2) Moderate Density Residential District, to allow for a zero lot line single-family detached units on separate lots.

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

**Background Information:**

**HISTORY:** The subject property has been replatted as three lots and approved by the Planning & Zoning Board at the January 6<sup>th</sup> meeting of 2025.

**ZONING:** The property is zoned (R-1) Single Family Residential District.

**ANALYSIS:** The rezoning aims to build three zero-lot line single-family homes per the R-2 Moderate Density Residential District area regulations of Chapter 14A Zoning Ordinance Section 6.9.4, as shown below.

**6.9.4**

**ZERO LOT LINE AREA REGULATIONS.**

**F.**

**Size of Lots.**

**1.**

Minimum Lot Area - 3,750 square feet.

**2.**

Minimum Lot Width - 35 feet.

**3.**

Minimum Lot Depth - 100 feet.

**G.**

**Size of Setbacks.**

**1.**

Minimum Front Setback - 20 feet.

2.

Minimum Side Setback - 0 feet one side, 10 feet from a remaining side or 15 feet from a side street.

3.

Minimum Rear Setback - 15 feet.

H.

Maximum Lot Coverage -

None.

I.

Minimum Dwelling Unit Area -

1,000 square feet per unit

J.

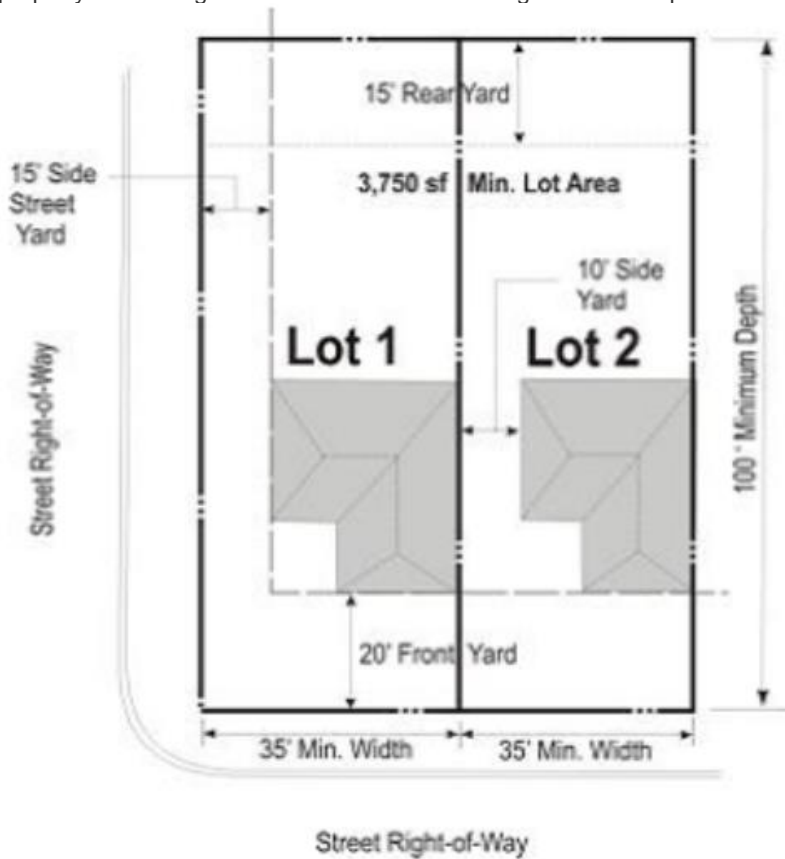
Maximum Height -

35 feet.

K.

Zero Lot Line Designation -

At the time of platting of any zero lot line product, in the Single-Family Attached Option and the Zero Lot Line Option, the property line having the zero lot line shall be designated on the plat.



**Financial Information:**

The cost associated with the zoning change request is the publication expense and mailing of public hearing notices to property owners within 200 ft. as required by law. Public written notices sent out not less than 10 days before the P&Z public hearing and at least 15 days before the City Council public hearing.

Item 1.

### **City Contact and Recommendations:**

Aaron Maldonado, Development Services Director

The Planning & Zoning Commission has recommended approval of the zoning change at the January 6<sup>th</sup> meeting of 2025.

### **Attachments:**

- 1) Rezone Application
- 2) Legal Description
- 3) Tax Certificate
- 4) Property Owner Letter
- 5) Vicinity Map
- 6) Public Notice

# City of Joshua Development Services Universal Application

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

- Pre-Application Meeting
- Comprehensive Plan Amendment
- Zoning Change ✓
- Conditional Use Permit
- Zoning Variance (ZBA)
- Subdivision Variance
- Preliminary Plat
- Final Plat
- ~~Attending Plat~~
- Replat
- Planned Development Concept Plan
- Planned Development Detailed Plan
- Minor Plat
- Other \_\_\_\_\_

### PROJECT INFORMATION

Project Name: \_\_\_\_\_ 3 lots

Project Address (Location): 101 Santa Fe Street

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

Existing Use: Residential Proposed Use: Residential

Existing Comprehensive Plan Designation: \_\_\_\_\_ Gross Acres: \_\_\_\_\_

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

### APPLICANT INFORMATION

Applicant: Marcus Miller Company: Lonestar Land Surveying

Address: 3521 SW Wilshire Blvd., Suite A Tel: 817-935-8701 Fax: \_\_\_\_\_

City: Joshua State: Tx ZIP: 76058 Email: Marcus.Miller@lonestarlandsurveying.com

Property Owner: Adage Investments LLC Company: \_\_\_\_\_

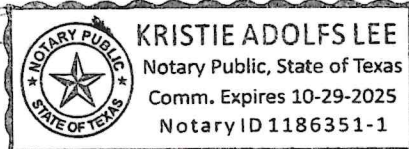
Address: PO Box 6460 Tel: 817-994-5420 Fax: \_\_\_\_\_

City: Joshua State: TX ZIP: 76058 Email: scottatwood@axiom-engineering.com

Key Contact: Marcus Miller Company: Lonestar Land Surveying

Address: 3521 SW Wilshire Blvd., Suite A Tel: 817-935-8701 Fax: \_\_\_\_\_

City: Joshua State: Tx ZIP: 76058 Email: Marcus.Miller@lonestarlandsurveying.com

<p><b>SIGNATURE OF PROPERTY OWNER OR APPLICANT (SIGN AND PRINT OR TYPE NAME)</b></p> <p><b>SIGNATURE:</b> <u>Scott Atwood</u> <small>(Letter of authorization required if signature is other than property owner)</small></p> <p><b>Print or Type Name:</b> <u>Scott Atwood</u></p> <p>Known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration expressed and in the capacity therein stated. Given under my hand and seal of office on this <u>15</u> day of <u>June</u> 20<u>24</u></p> <p><u>Kristie Adolfslee</u> Notary Public</p> <div style="text-align: center;">  <p><b>KRISTIE ADOLFS LEE</b> Notary Public, State of Texas Comm. Expires 10-29-2025 Notary ID 1186351-1</p> </div> <p>Signature <u>Kristie Adolfs Lee</u> Date: <u>6/1/24</u></p>	<p><b>For Departmental Use Only</b></p> <p><u>24-00807-01</u> Case No.: <u>P224-03</u></p> <p>Project Manager: <u>S. Atwood</u></p> <p>Total Fee(s): <u>3,000.00</u></p> <p>Check No.: <u>1104</u></p> <p>Date Submitted: <u>10-31-24</u></p> <p>Accepted By: <u>em</u></p> <p>Date of Complete Application: <u>10-31-24</u></p>
---	--

CITY OF JOSHUA Planning and Development • City Hall 101 S. Main Street, Joshua, Texas 76058 817.558.7447

**OWNER'S CERTIFICATE**  
**STATE OF TEXAS**  
**COUNTY OF JOHNSON**

**WHEREAS ADAGE INVESTMENTS LLC.**, IS THE SOLE OWNER OF A 0.317 ACRE TRACT OF LAND SITUATED IN THE W.W. BYERS SURVEY, ABSTRACT NUMBER 29, CITY OF JOSHUA, JOHNSON COUNTY, TEXAS, AND BEING ALL OF LOTS 1 THRU 4, BLOCK 18, ORIGINAL TOWN OF JOSHUA, AN ADDITION TO THE CITY OF JOSHUA, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 24, PAGE 44, PLAT RECORDS, JOHNSON COUNTY, TEXAS, PLAT RECORDS, JOHNSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** AT A 1/2" IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID LOT 1, BEING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF ELEVENTH STREET, AN 80' RIGHT-OF-WAY AND THE WEST RIGHT-OF-WAY LINE OF SANTA FE STREET, A 50' RIGHT-OF-WAY;

**THENCE** SOUTH 02 DEGREES 26 MINUTES 05 SECONDS EAST, ALONG SAID WEST RIGHT-OF-WAY LINE , A DISTANCE OF 120.10 FEET, TO A 1/2" CAPPED IRON ROD FOUND STAMPED "RPLS 5544" AT THE SOUTHEAST CORNER OF SAID LOT 4, SAME BEING THE NORTHEAST CORNER OF LOT 5, SAID BLOCK 18, FROM WHICH A 1/2" IRON ROD FOUND BEARS SOUTH 02 DEGREES 39 MINUTES 40 SECONDS EAST, A DISTANCE OF 68.81 FEET;

**THENCE** SOUTH 87 DEGREES 28 MINUTES 08 SECONDS WEST, DEPARTING SAID WEST RIGHT-OF-WAY LINE AND ALONG THE SOUTH LINE OF SAID LOT 4, BEING COMMON WITH THE NORTH LINE OF SAID LOT 5, A DISTANCE OF 114.93 FEET, TO A 1/2" CAPPED IRON ROD FOUND STAMPED " RPLS 5544" AT THE SOUTHWEST CORNER OF SAID LOT 4, SAME BEING THE NORTHWEST CORNER OF SAID LOT 5, AND BEING ON THE EAST LINE OF A 20' ALLEY ADJACENT TO SAID BLOCK 18 (NAMED MANSON STREET), FROM WHICH A 1/2" CAPPED IRON ROD FOUND STAMPED "RPLS 5544" BEARS FOR REFERENCE SOUTH 02 DEGREES 33 MINUTES 57 SECONDS EAST, A DISTANCE OF 68.74 FEET;

**THENCE** NORTH 02 DEGREES 27 MINUTES 00 SECONDS WEST, DEPARTING SAID COMMON LINE AND ALONG THE EAST LINE OF SAID 20' ALLEY, A DISTANCE OF 120.20 FEET, TO A 1/2" IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID LOT 1, BEING AT THE INTERSECTION OF SAID EAST LINE AND THE SOUTH RIGHT-OF-WAY LINE OF SAID ELEVENTH STREET;

**THENCE** NORTH 87 DEGREES 31 MINUTES 08 SECONDS EAST, DEPARTING SAID EAST LINE AND ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 114.96 FEET, TO THE **POINT OF BEGINNING**, AND CONTAINING 0.317 ACRES OR 13,810 SQUARE FEET OF LAND, MORE OR LESS.

TAX CERTIFICATE FOR ACCOUNT : 126-3490-03610  
AD NUMBER: R000050740  
GF NUMBER:  
CERTIFICATE NO : 16302671

DATE : 11/13/2024  
FEE : \$0.00

**COLLECTING AGENCY**

Johnson County  
P O BOX 75  
CLEBURNE TX 76033-0075

**PROPERTY DESCRIPTION**

LOT 1,2,3,4|BLK 18|ORIGINAL TO  
WN JOSHUA

0000101 SANTA FE ST  
0.317 ACRES

**REQUESTED BY**

ADAGE INVESTMENTS LLC

**PROPERTY OWNER**

ADAGE INVESTMENTS LLC

PO BOX 6460  
FORT WORTH TX 76115

PO BOX 6460  
FORT WORTH TX 76115

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:	45,000	IMPROVEMENT :	0
AG LAND VALUE:	0	DEF HOMESTEAD:	0
APPRAISED VALUE:	45,000	LIMITED VALUE:	0
EXEMPTIONS:			
LAWSUITS:			

YEAR	TAX UNIT	LEVY	PEN	INT	DEF INT	ATTY	AMOUNT DUE
2024	CITY OF JOSHUA	0.00	0.00	0.00	0.00	0.00	0.00
2024	EMER SERV DISTRICT 1	0.00	0.00	0.00	0.00	0.00	0.00
2024	FARM TO MARKET LTRD	0.00	0.00	0.00	0.00	0.00	0.00
2024	HILL COLL-JOSHUA	0.00	0.00	0.00	0.00	0.00	0.00
2024	Johnson County	0.00	0.00	0.00	0.00	0.00	0.00
2024	JOSHUA ISD	0.00	0.00	0.00	0.00	0.00	0.00
2024 SUB TOTAL							\$0.00

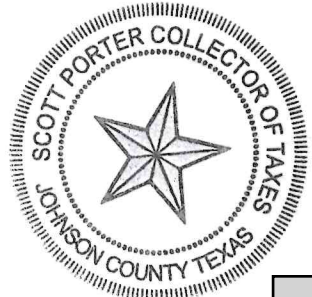
TOTAL CERTIFIED TAX DUE 11/2024 : \$0.00

ISSUED TO : ADAGE INVESTMENTS LLC  
ACCOUNT NUMBER: 126-3490-03610

CERTIFIED BY : Breana H

JOHNSON COUNTY

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





# Axiom Management & Engineering, Inc.

P.O. Box 6460  
Fort Worth, Texas 76115

(817) 994-5420  
Firm # F-3654

October 31, 2024

Mr. Aaron Maldonado  
City of Joshua Building Official  
Joshua, Texas 76058

RE: Re-Zoning and Replatting Request to R-2 Moderate Density Residential District  
101 Santa Fe Street (Lots 1R, 2R, 3R Block 18)  
Joshua, Texas

Dear Mr. Maldonado:

Adage Investments, LLC is desiring to re-zone and re-plot the above referenced location to "R-2 Moderate Density Residential District". Axiom Management and Engineering, Inc. is working on behalf of Adage Investments, LLC. We are submitting a re-zoning and replatting request for the above subject property. Based upon the City's requirements, the following letter is in addition to the application. To support the Re-Zoning request, we are desiring to re-plot the existing (4) lots into (3) larger lots. The proposed replat is attached to this letter for reference. The purpose is to build (3) Zero-lot line single family homes in accordance with the R-2 Zoning requirements.

As per the City of Joshua's Zoning Ordinance, *R-2 Moderate Density Residential District* is suitable as a buffer between single family and higher intensity uses. We believe this request meets the intent of the Zoning criteria. This request is compatible with the Comprehensive Land Use Plan and will be a great addition to the community.

The benefits to the City of Joshua for granting this request are:

1. Affordable housing choices for the community.
2. Individual home ownership.
3. Starter home potential for first-time home buyers.
4. A great choice of downsizing for empty nesters or single individuals or parents.
5. The continuing of the redevelopment and revitalization of the area west of Downtown.
6. Increased in customers to the existing businesses of Downtown redevelopment of Joshua.
7. Increase in foot traffic to the Downtown redevelopment.
8. Increase in a multi-year higher tax base to the City of Joshua and Joshua ISD.
9. Maintain continuity with the existing properties.

As part of this request, the lots need to be replatted. These lots were part of the Original Old Town Joshua Plat. Current/Modern day Zoning is in conflict with the existing conditions and platting. The R-1 zoning requires a depth is 120'. These lots are only 115' deep. The original platted lots are 115' (D) x 30' (W). We are requesting (1) 115'(D) x 50'(W) corner lot and (2) 115'(D) x 35'(W) interior lots.

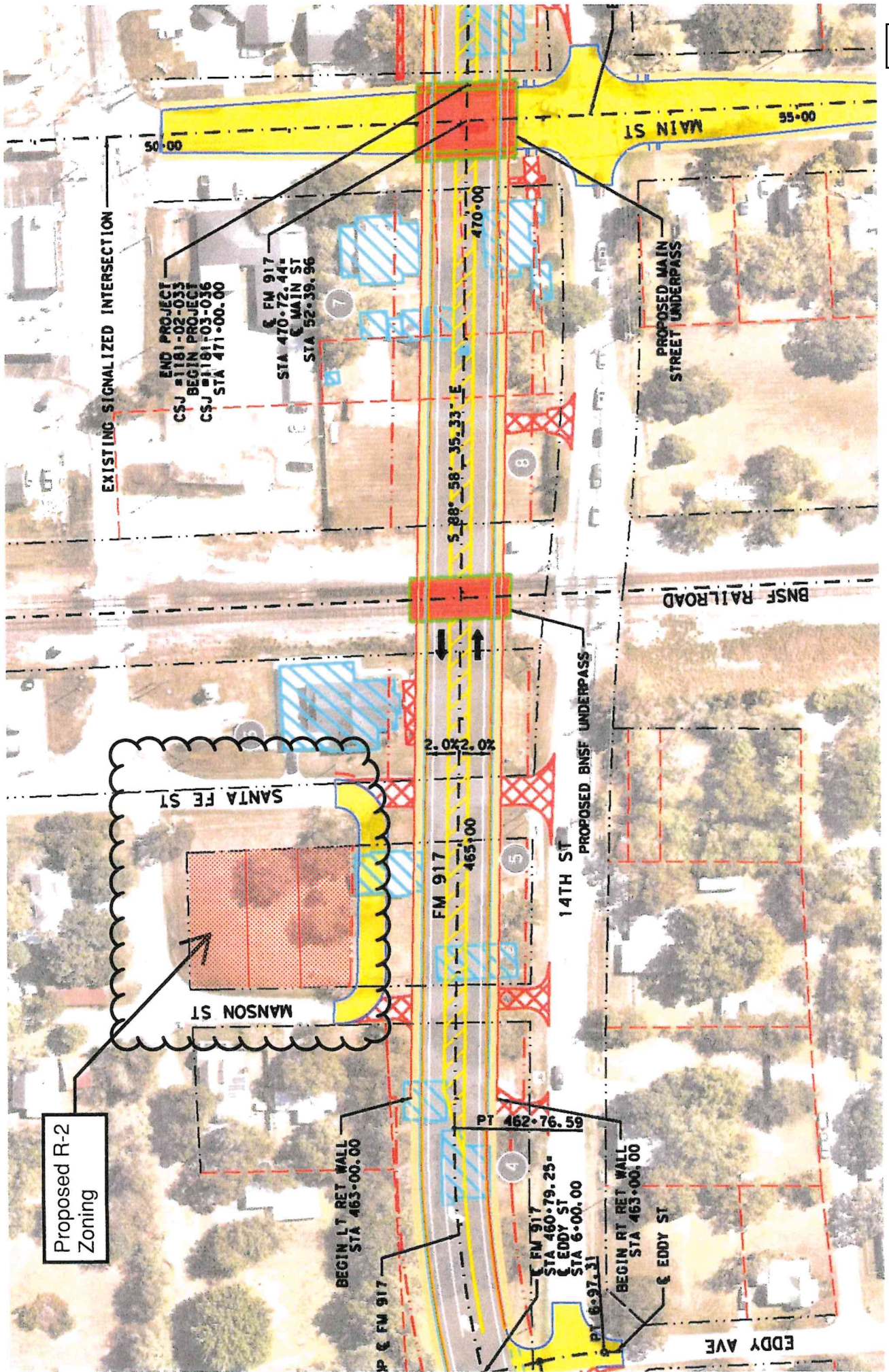
If you have any questions, please do not hesitate in contacting me at (817) 994-5420.

Sincerely,

Scott A. Atwood, P.E.  
President



<b>Requirements for R-2</b>	<b>Required</b>	<b>Provided</b>	<b>Complies</b>
Minimum Lot Area	3,750 sf	4,887 sf; 5,462 sf	<b>YES</b>
Minimum Lot Width	35'	42.5', 47.5'	<b>YES</b>
Minimum Lot Depth	100'	115'	<b>YES</b>
Setback - Front	20' Minimum	20' or greater	<b>YES</b>
Setback - Side	0' Minimum one side,	0' or greater	<b>YES</b>
	10' Minimum one side or	10' or greater	<b>YES</b>
	15' Minimum from Side Street	15' or greater	<b>YES</b>
Setback - Rear	15' Minimum	15' or greater	<b>YES</b>
Maximum Lot Coverage	None	To be provided	<b>YES</b>
Minimum Dwelling Unit	1,000 sf	1,000 sf or greater	<b>YES</b>
Maximum Height	35'	35' or less	<b>YES</b>
Zero Lot Line Designation	Yes	To be provided	<b>YES</b>



Proposed R-2 Zoning

## Notice of Public Hearing

Notice is hereby given that the City of Joshua's Planning and Zoning Commission and City Council will conduct public hearings to consider the request for a zoning change from the (R1) Single Family Residential District to the (R2) Moderate Density Residential District on approximately 0.317 acre tract of land in the W. W. Byers Survey, Abstract No. 29, Lots 1 thru 4, Block 18, Original Town of Joshua, County of Johnson, Texas, located at 101 Santa Fe St. The purpose of this request is to allow for a zero-lot line single-family detached units on separate lots.

The Planning and Zoning Commission will conduct its public hearing on January 6, 2025, at 6:30 PM, and the City Council will conduct its public hearing and consideration on January 16, 2025, at 6:30 PM. Both meetings will be held in the City Council Chambers at Joshua City Hall, 101 South Main Street, Joshua, TX 76058.



**City Council Agenda  
January 16, 2025**

**Minutes Resolution**

**Action Item**

**Agenda Description:**

Discuss, consider, and possible action on approving an ordinance for a zoning change regarding approximately 0.317 acres of land in the W. W. Byers Survey, Abstract Number 29, Lots 1 Thru 4, BLK 18, Original Town of Joshua, County of Johnson, Texas, located at 101 Santa Fe, to change from (R-1) Single Family Residential District to the (R2) Moderate Density Residential District, to allow for a zero lot line single-family detached units on separate lots.

**Background Information:**

**HISTORY:** The subject property has been replatted as three lots and approved by the Planning & Zoning Board at the January 6th meeting of 2025.

**ZONING:** The property is zoned (R-1) Single Family Residential District.

**ANALYSIS:** The purpose of the rezoning is to build three zero-lot line single-family homes in accordance with the R-2 Moderate Density Residential District area regulations of Chapter 14A 6.9.4.1g Ordinance Section 6.9.4 as shown below.

ZERO LOT LINE AREA REGULATIONS.

F.

Size of Lots.

1.

Minimum Lot Area - 3,750 square feet.

2.

Minimum Lot Width - 35 feet.

3.

Minimum Lot Depth - 100 feet.

G.

Size of Setbacks.

1.

Minimum Front Setback - 20 feet.

2.

Minimum Side Setback - 0 feet one side, 10 feet from a remaining side or 15 feet from a side street.

3.

Minimum Rear Setback - 15 feet.

H.

Maximum Lot Coverage -

None.

I.

Minimum Dwelling Unit Area -

1,000 square feet per unit

J.

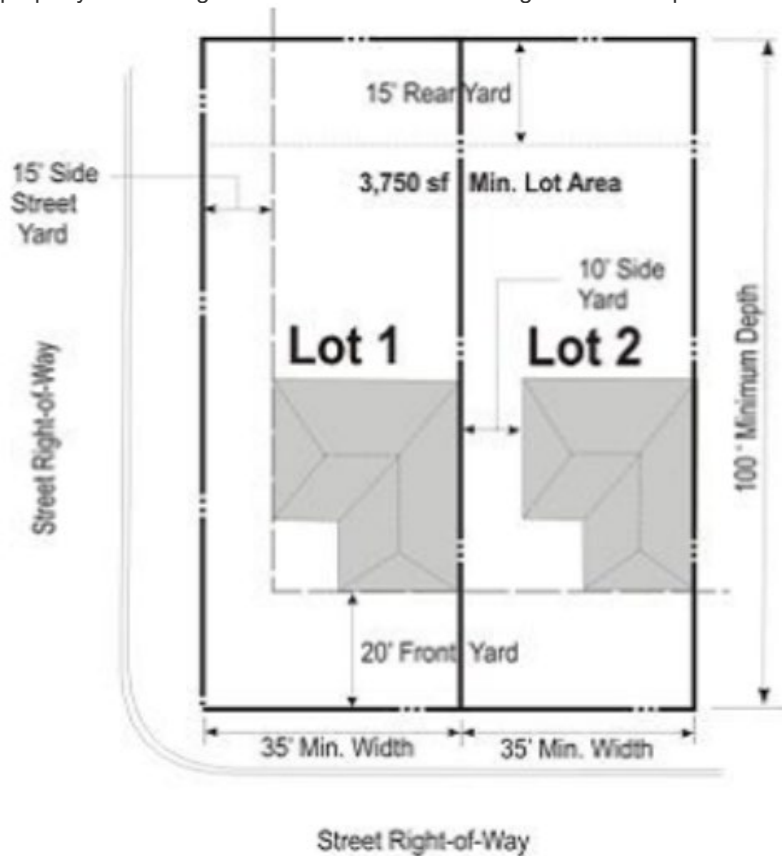
Maximum Height -

35 feet.

K.

Zero Lot Line Designation -

At the time of platting of any zero lot line product, in the Single-Family Attached Option and the Zero Lot Line Option, the property line having the zero lot line shall be designated on the plat.



**Financial Information:**

The cost associated with the zoning change request is the publication expense and mailing of public hearing notices to property owners within 200 ft. as required by law. Public written notices sent out not less than 10 days before the P&Z public hearing and at least 15 days before the City Council public hearing.

**Attachments: 1. Ordinance**

**CITY OF JOSHUA, TEXAS**

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF JOSHUA, TEXAS, BY CHANGING THE ZONING ON PROPERTY LOCALLY KNOWN AS 101 SANTA FE IN THE CITY OF JOSHUA, TEXAS, CONSISTING OF APPROXIMATELY 0.317 ACRES OF LAND MORE PARTICULARLY DESCRIBED AS W. W. BYERS SURVEY, ABSTRACT NO. 29, IN THE CITY OF JOSHUA, JOHNSON COUNTY, TEXAS, FROM THE (R1) SINGLE FAMILY RESIDENTIAL DISTRICT, TO THE (R2) MODERATE DENSITY RESIDENTIAL DISTRICT, ZERO LOT LINE SINGLE-FAMILY DETACHED UNITS. REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.**

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

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

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

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

**SECTION 1**

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

**SECTION 2**

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

That the property locally known as 101 Santa Fe, more particularly described as Abstract No. 29, W. W. Byers Survey in the City of Joshua, Johnson County, Texas, presently zoned as Single Family Residential District (R1) District is hereby changed to Moderate Density Residential District (R-2), zero lot line single-family detached units, subject to a pursuant to the terms and provisions of the City's Zoning Ordinance, contained in Exhibit A to Chapter 14 of the City's Code of Ordinances.

**SECTION 3**

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

**SECTION 4**

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

**SECTION 5**

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

**SECTION 6**

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

**DULY PASSED AND APPROVED** by the City Council of the City of Joshua, Texas, this the 16th day of January, 2025.

\_\_\_\_\_  
Scott Kimble, Mayor

**ATTEST:**

\_\_\_\_\_  
Alice Holloway, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Terrence S. Welch, City Attorney





**City Council Agenda  
January 16, 2025**

**Ordinance**

**Action Item**

**Agenda Description:**

Discuss, consider, and possible action on an Ordinance ordering a General Election to be held on Saturday, May 3, 2025, for the purpose of electing a Council Member Place 1, Council Member Place 3, and Mayor for a Three (3) Year Term. (Staff Resource: A. Holloway)

**Background Information:**

In accordance with Texas Election Code Section 3.004(a)(3), the governing body is required to order the City’s General Election. The attached ordinance enables the Mayor and City Council to formally order the General Election, which will be held on May 3, 2025. This election will include the positions of City Council Place 1, City Council Place 3, and Mayor, each for a three-year term.

Additionally, the Texas Education Code mandates that school districts conduct their trustee elections “jointly” with the City. To comply with this requirement, the City and the school district must share a common polling place on election day.

**Financial Information:**

Currently, there is \$5,100.00 budgeted for Elections.

**City Contact and Recommendations:**

Alice Holloway, City Secretary

**Attachments:**

1. Ordinance

**CITY OF JOSHUA, TEXAS  
ORDINANCE NO. -2025**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, ORDERING A GENERAL ELECTION TO BE HELD ON SATURDAY, MAY 3, 2025, FOR THE PURPOSE OF ELECTING A COUNCIL MEMBER PLACE 1 FOR THREE (3) YEAR TERM, COUNCIL MEMBER PLACE 3 FOR THREE (3) YEAR TERM, AND MAYOR FOR THREE (3) YEAR TERM; PROVIDING FOR THE DESIGNATION OF THE POLLING PLACE AND MANNER OF HOLDING SAID ELECTION; PROVIDING FOR THE DESIGNATION OF THE EARLY VOTING POLLING PLACE; PROVIDING FOR THE DESIGNATION OF THE EARLY VOTING CLERK; PROVIDING FOR THE POSTING AND PUBLICATION OF NOTICE; PROVIDING FOR THE APPOINTMENT OF ELECTION OFFICERS; PROVIDING A SEVERABILITY AND CONFLICTS CLAUSE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.**

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

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

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

**SECTION 1**

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

**SECTION 2**

A general election of the City shall be held on May 3, 2025, between the hours of 7:00 a.m. and 7:00 p.m., for the purpose of electing a Council Member Place 1, Council Member Place 3, and Mayor for three (3) year term each.

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

**SECTION 3**

Voting on the date of the election, and early voting, therefore, shall be by the use of a

lawfully approved voting system. The preparation of the voting equipment to be used in connection with such voting system and the official ballots for the election shall conform to the Texas Election Code.

#### **SECTION 4**

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

#### **SECTION 5**

Early voting by personal appearance will be held at Joshua City Hall, 101 S. Main Street, Joshua, Texas, during regular business hours, which shall be from 7:30 a.m. to 5:30 p.m. on each day that is not a Friday, Saturday, Sunday, or official State holiday, and from 8:00 am to 12:00 pm (noon) on each day that is a Friday commencing on Tuesday, April 22, 2025, and continuing through Tuesday, April 29, 2025. Extended hours for early voting shall be Monday, April 28, 2025, from 7:00 a.m. to 7:00 p.m. and Tuesday, April 29, 2025, from 7:00 a.m. to 7:00 p.m.

#### **SECTION 6**

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

#### **SECTION 7**

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

#### **SECTION 8**

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

#### **SECTION 9**

The Election Judge and Alternate Judge will be appointed at a later date.

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

The Election Judge and Alternate Judge for the general election shall also serve as the Presiding Judge and Alternate Presiding Judge for Early Voting Ballot Board and are

hereby directed to perform the duties required by the Texas Election Code, a member of the Early Voting Ballot Board for the Election.

**SECTION 10**

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

**SECTION 11**

This Ordinance shall take effect from and after its passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, ON THIS THE 16<sup>th</sup> DAY OF JANUARY 2025.**

\_\_\_\_\_  
**Scott Kimble, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Alice Holloway, City Secretary**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Terrence S. Welch, City Attorney**

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

THIS AGREEMENT is made and entered into this \_\_\_\_ day of January, 2025, by and between the CITY OF JOSHUA, TEXAS acting by and through the City Manager or his/her designee, (hereinafter referred to as "CITY") and the JOSHUA INDEPENDENT SCHOOL DISTRICT, acting by and through its Superintendent or his designee (hereinafter referred to as "Joshua ISD").

WHEREAS, the City of Joshua and Joshua ISD will conduct Elections on May 3, 2025; and

WHEREAS, it is desirable for voter convenience and to reduce the overall cost to each entity that said elections be held jointly on May 3, 2025; NOW THEREFORE,

FOR AND IN CONSIDERATION of the mutual project referenced herein, the parties hereto agree to hold an election jointly on May 3, 2025, from 7:00 a.m. until 7:00 p.m., in accordance with Section 271.002, Texas Election Code, and that said election be conducted jointly pursuant to the terms of this agreement.

I. AGREEMENT

GENERAL TERMS:

- 1.01 On Saturday, May 3, 2025, the elections shall be held from 7:00 AM until 7:00 PM, that day at 907 South Broadway, Joshua, Texas.
- 1.02 Each political subdivision participating in the election on May 3, 2025, shall have its own election judge and clerks with the exception of one bilingual clerk which will be utilized by both political subdivisions.
- 1.03 Each political subdivision shall be responsible for the cost of the ES&S AutoMark voting equipment.
- 1.04 Each political subdivision shall be responsible for its own ballots and Election supplies.
- 1.05 Each political subdivision shall be responsible for its own early voting.

- 1.06 Each political subdivision shall be responsible for preparing election orders, resolutions, notices, and other pertinent documents for adoption for execution by the appropriate office; and take all actions required by law for calling the election, handling contests, canvassing the returns, and declaring the results of the election.
  
- 1.07 Each political subdivision, if required, shall be responsible for preparing and submitting to the U.S. Department of Justice, under Section 5 of the Voting Rights Act of 1975, the required submission on voting changes with respect to the election.

ACCEPTANCE:

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

Signed this \_\_\_\_ day of January 2025.

\_\_\_\_\_  
Mike Peacock  
City Manager  
Joshua, Texas

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

Signed this 13<sup>th</sup> day of January 2025.

\_\_\_\_\_  
Corey Hickerson  
Superintendent  
Joshua, Texas



**City Council Agenda  
January 16, 2025**

**Minutes Resolution**

**Action Item**

**Agenda Description:**

Discuss, consider, and possible action on the Joint Election Agreement with Joshua Independent School District for the May 3, 2025, General Election.

**Background Information:**

The Joint Election Agreement enables the school district to meet the requirements outlined in Section 11.0581 of the Texas Education Code.

On Election Day, if both the City and the School District hold elections at the same location, it fulfills the requirements of Section 271.003(b) of the Texas Election Code. This arrangement establishes common polling places, making voting more convenient for citizens.

**Financial Information:**

There is no cost for the use of the community room.

**City Contact and Recommendations:**

Alice Holloway, City Secretary

**Attachments:**

- 1. Agreement**



**City Council Agenda  
January 16, 2025**

**Action Item**

**Agenda Description:**

Discuss, consider, and possible action on approving an Ordinance amending Appendix A, “Fee Schedule,” to the City’s Code of Ordinances by adding to Section A4.001, “Miscellaneous Permits and Fees,” subsection b and creating subsection dd.

**Background Information:**

Chapter 132 of the Local Government Code authorizes municipalities to accept payment by credit card of a municipal fee, fine, court cost or other charge and to collect a fee for the processing of a payment by credit card of a municipal fee, fine, court cost or other charge, said amount being reasonably related to the expense incurred in the processing the credit card payment, not to exceed five percent (5%) of the amount of the fee, fine, court cost or other charge. Chapter 132 of the Local Government Code further authorizes municipalities to collect a service charge if, for any reason, a payment by credit card is not honored by the credit card company on which the funds are drawn, said amount being equivalent to that charged for the collection of a check drawn on an account with insufficient funds.

**Financial Information:**

Roughly eighty percent (80%) of court and permit payments are processed with a credit card which results in the City incurring an additional expense for offering this payment method. Last fiscal year this expense was about \$17,000.

**City Contact and Recommendations:**

M. Freelen

Recommendation of approving a 3.5% credit card processing fee and a \$30 credit card service charge.

**Attachments:**

1. Ordinance



**CITY OF JOSHUA, TEXAS**

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF JOSHUA, TEXAS, AMENDING APPENDIX A, “FEE SCHEDULE,” TO THE CITY’S CODE OF ORDINANCES BY AMENDING SECTION A4.001, “MISCELLANOUS PERMITS AND FEES,” OF ARTICLE A4.00, “MISCELLANEOUS PERMITS AND FEES,” BY AMENDING EXISTING SUBSECTION (b) AND ADDING A NEW SUBSECTION (dd), BOTH AMENDMENTS RELATIVE TO CREDIT CARD CHARGES; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.**

**WHEREAS**, Chapter 132 of the Texas Local Government Code authorizes municipalities to accept payment by credit card of a municipal fee, fine, court cost or other charge and to collect a fee for the processing of a payment by credit card of a municipal fee, fine, court cost or other charge, said amount being reasonably related to the expense incurred in the processing the credit card payment, not to exceed five percent (5%) of the amount of the fee, fine, court cost or other charge (“Fee”); and

**WHEREAS**, Chapter 132 of the Texas Local Government Code further authorizes municipalities to collect a service charge if, for any reason, a payment by credit card is not honored by the credit card company on which the funds are drawn, said amount being equivalent to that charged for the collection of a check drawn on an account with insufficient funds (“Service Charge”); and

**WHEREAS**, the City Council of the City of Joshua, Texas (“City Council”), has investigated and determined that the City of Joshua, Texas (“City”), receives many requests to pay for fees, fines, court costs and other charges by credit card; and

**WHEREAS**, the City Council has further investigated and determined that it is in the best interests of the City and its citizens to allow individuals to pay for fees, fines, court costs and other charges by credit card; and

**WHEREAS**, the City Council has further investigated and roughly eighty percent (80%) of payments are processed with a credit card which results in the City incurring additional expenses for offering this payment method; and

**WHEREAS**, the City Council has further investigated and determined that it is in the best interest of the City and its citizens to amend Article A4.000, “Miscellaneous Permits and Fees,” of Appendix A, “Fee Schedule,” by amending Section A4.001, subsection (b) and adding a new subsection (dd), as set forth below.

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

**SECTION 1**

All of the foregoing premises are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

**SECTION 2**

Section A4.001, “Miscellaneous Permits and Fees,” of Article A4000, “Miscellaneous Permits and Fees,” contained in Appendix A, “Fee Schedule,” to the City’s Code of Ordinances is hereby amended by adding to Section A4.001, “Miscellaneous permits and fees,” by amending Subsection (b) and adding a new Subsection (dd) to read as follows:

**“§ A4001. Miscellaneous Permits and Fees.**

\* \* \*

(b) Return check and credit card service charge: \$30.00.

\* \* \*

(dd) Credit card processing fee: 3.5% of fine, fee, court cost or other charge excluding animal control fees.”

**SECTION 3**

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 from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portion of conflicting ordinances shall remain in full force and effect.

**SECTION 4**

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

---

**SECTION 5**

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

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, ON THIS 16<sup>th</sup> DAY OF JANUARY, 2025.**

**APPROVED:**

\_\_\_\_\_  
Scott Kimble, Mayor

**ATTEST:**

\_\_\_\_\_  
Alice Holloway, City Secretary

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
Terrence S. Welch, City Attorney





**City Council Agenda  
January 16, 2025**

**Ordinance**

**Action Item**

**Agenda Description:**

Discuss, consider, and take possible action on an ordinance amending the Code of Ordinances to lower the speed limit on Waterford Way to 25 miles per hour.

**Background Information:**

During the December 2024 meeting, the City Council directed staff to draft an ordinance to lower the speed limit on Waterford Way from 30 mph to 25 mph. This recommendation was made by the Public Works Director and the City Manager to enhance safety and align with traffic management goals.

**Financial Information:**

Can be completed with our current budget.

**City Contact and Recommendations:**

Mike Peacock, City Manager  
Alice Holloway, City Secretary

**Attachments:**

- Ordinance

**CITY OF JOSHUA, TEXAS**

**ORDINANCE NO. -2025**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, AMENDING SECTION 12.02.051, "SPEED LIMITS ON SPECIFIC STREETS," CONTAINED IN ARTICLE 12.02, "OPERATION OF VEHICLES," OF CHAPTER 12, "TRAFFIC AND VEHICLES," OF THE CODE OF ORDINANCES OF THE CITY OF JOSHUA, TEXAS, BY ADDING A PRIMA FACIE 25 MPH SPEED LIMIT ON WATERFORD WAY; MAKING FINDINGS RELATED THERETO; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City has determined that pursuant to Section 545.356 of the Texas Transportation Code, that a 25 miles per hour speed limit on Waterford Way is an appropriate prima facie speed limit for such roadway; and

**WHEREAS**, the City Council has determined that the following regulations are necessary in order to protect public health, safety, and welfare of the citizens of the City of Joshua and the general public.

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

**SECTION 1**

The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct.

**SECTION 2**

From and after the effective date of this Ordinance, existing Section 12.02.051, "Speed limits on specific streets," contained in Article 12.02, "Operation of Vehicles," of Chapter 12, "Traffic and Vehicles," of the Code of Ordinances of the City of Joshua, Texas, is hereby amended by adding the following prima facie speed limit for the following named street, or part thereof, described as follows:

**"Sec. 12.02.051      Speed limits on specific streets**

\* \* \*

Waterford Way: 25 miles per hour.

\* \* \*"

**SECTION 3**

If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

**SECTION 4**

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

**SECTION 5**

Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished by fine not to exceed the sum of five hundred dollars (\$500.00) for each offense, and each and every day such violation shall continue shall constitute a separate offense.

**SECTION 6**

This Ordinance shall take effect immediately from and after its passage and publication.

**DULY PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, ON THIS 16TH DAY OF JANUARY, 2025.**

**APPROVED:**

\_\_\_\_\_  
**Scott Kimble, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Alice Holloway, City Secretary**

**APPROVED AS TO FORM AND LEGALITY:**

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**Terrence S. Welch, City Attorney**





# Quote

Item 7.

Centerline Supply, Inc.  
530 Jesse Street  
Grand Prairie, TX 75051  
United States  
P: (800) 321-1751

**Quote Number:** QTE0040594

**Quote Date:** 12/18/24

**Prepared By:** zrowe

**Sales Rep:** ZROWE

**BILL TO:**

JOSHUA, CITY OF  
101 S MAIN ST  
JOSHUA TX 76058

**SHIP TO:**

JOSHUA, CITY OF  
101 S MAIN ST  
JOSHUA TX 76058

**Notes:** BUYBOARD# 703-23

(817) 558-7447

Customer P.O.	Ship VIA	Terms	Shipping Terms		
KRISTIN	CPU	NET30	CPU		
Item Number	Ordered	Unit	Price	Extended Price	
90900-QUOTE SPEEDCHECK-15 Radar Speed Sign	1	EA	\$7,555.38	\$7,555.38	

Quotations are valid for 30 days from the date of quotation.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Net Order:	\$7,555.38
Discount %	10%
Less Discount:	\$755.54
Freight:	\$0.00
Sales Tax:	\$0.00
<b>Order Total:</b>	<b>\$6,799.84</b>

**WE NOW OFFER CUSTOM VINYL DECALS, FLEET GRAPHICS, WINDOW PRINT FILMS, AND MORE!**  
**1.5% FINANCE CHARGE FOR INVOICES OVER 30 DAYS. Terms & Conditions Apply.**  
**CENTERLINE SUPPLY, INC. - TOLL FREE (800) 321-1751 - SALES@CLSUSA.COM**



**City Council Agenda  
January 16, 2025**

**Minutes Resolution**

**Action Item**

**Agenda Description:**

Discuss, consider, and possible action on board appointments.

**Background Information:**

We currently have open positions on the following boards:

- *Animal Control Advisory Board* - meet a minimum of 3 times per year
- *Planning & Zoning (alternate 1)*, meet monthly
- Type A EDC (alternate 1), meet monthly
- Type B EDC (alternate 1), meet monthly
- Zoning Board of Adjustment (Alternate 1), meet only as needed

Mr. Rayburn has expressed his preference is the Planning & Zoning Commission but would be happy to serve where needed.

**Financial Information:**

NA

**City Contact and Recommendations:**

Alice Holloway, City Secretary

**Attachments:**

1. Rayburn Application



**City of Joshua**  
101 S. Main Street, Joshua, TX 76058

**City Secretary's Office**  
(817) 558-7447 / Fax (817) 641-7526

BOARD / COMMISSION APPLICATION FORM

**Full Name:** Mark Stephen Rayburn

**Address:** 109 Goldfinch Rd. Joshua, TX 76058

**Phone No.** (817)287-8573

**Email:** [REDACTED]

**Resident of the City, if yes, how many years?** 1 Month on Christmas Day

**Occupation:** Scrum Master (IT)

**Place of Employment:** Texas Health Resources

**Employment Address:** Work form home

**Voter Registration No.:** [REDACTED]

**Date of Birth:** [REDACTED]

**Boards/Commission Chosen:**

Planning & Zoning Commission, Zoning Board of Adjustment, Type "A" Economic Development Corporation Board, Type "B" Economic Development Corporation Board, Animal Control Advisory Board

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

Planning and Zoning Commission

**Name:**Mark Rayburn

**Date:**12/23/2024

**MANHOLE REPAIR COST PARTICIPATION AGREEMENT BETWEEN THE  
JOHNSON COUNTY SPECIAL UTILITY DISTRICT AND THE CITY  
OF JOSHUA, TEXAS**

**THIS MANHOLE REPAIR COST PARTICIPATION AGREEMENT BETWEEN THE JOHNSON COUNTY SPECIAL UTILITY DISTRICT AND THE CITY OF JOSHUA, TEXAS** (“Agreement”), is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **JOHNSON COUNTY SPECIAL UTILITY DISTRICT** (“District”) and the **CITY OF JOSHUA, TEXAS**, a home-rule municipality of the State of Texas (“the City”). Collectively, the District and the may be referred to as “Parties” and individually as a “Party,” acting by and through their respective authorized officers.

**WHEREAS**, a manhole located in Village Creek is in need of significant repairs; and

**WHEREAS**, the City has agreed to fund \$63,000 to assist the District to complete the necessary repairs; and

**WHEREAS**, the Parties agree and acknowledge that it is mutually beneficial for both the City and District to jointly fund the necessary manhole repairs, and have agreed to same.

**NOW, THEREFORE**, for and in consideration of the terms, conditions and covenants set forth herein, the Parties agree as follows:

**1. Funding of Manhole Repair Costs.** The District agrees to construct the manhole repairs referenced herein and the City agrees to fund \$63,000 toward such construction costs. All other costs associated with the manhole repair costs shall be funded by the District.

**2. Time of the Essence.** The Parties hereby acknowledge and agree that time is of the essence and both Parties shall diligently pursue their obligations under this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed as of the date first above written.

**JOHNSON COUNTY SPECIAL UTILITY DISTRICT**

\_\_\_\_\_  
Josh Howard, General Manager

**STATE OF TEXAS        )**  
**)**  
**COUNTY OF JOHNSON    )**

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2025, by Josh Howard, General Manager of the Johnson County Special Utility District.

\_\_\_\_\_  
Notary Public, State of Texas

**THE CITY OF JOSHUA, TEXAS**

\_\_\_\_\_  
Scott Kimble, Mayor

**ATTEST:**

\_\_\_\_\_  
Alice Holloway, City Secretary

**STATE OF TEXAS        )**  
                                  )  
**COUNTY OF JOHNSON    )**

      This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2025, by Scott Kimble, Mayor of the City of Joshua, Texas.

\_\_\_\_\_  
Notary Public, State of Texas



**City Council Agenda  
January 16, 2025**

**Minutes Resolution**

**Action Item**

**Agenda Description:**

Discuss, consider, and possible action on appointing a four (4) person Ad-Hoc Committee regarding Johnson County Emergency Service District (ESD). (Staff Resource: M. Peacock)

**Background Information:**

The City needs an Ad-Hoc Committee of four (4) to represent the City of Joshua regarding ESD. The City Manager is asking for the following to be appointed:

- Mayor Scott Kimble
- City Manager Mike Peacock
- Fire Chief Jay White
- City Attorney Terry Welch

**Financial Information:**

NA

**City Contact and Recommendations:**

Mike Peacock, City Manager

**Attachments:**



# JOSHUA POLICE DEPARTMENT

## December 2024

In December, Interim Commander Lee and Officer Stone concluded the Women’s Self-Defense course. Seven people completed the course and graduated. Part of the final exam was getting to beat up on Interim Commander Lee while he was wearing the FIST suit purchased with a donation from the JCPAAA. This was a trial run intended to help develop this course. The many suggestions from the class participants will help in future offerings of the course. Lee and Stone are already planning for their next class. They also are planning on offering another self-defense course in the future entitled R.A.D. (Rape Aggression Defense). The PD second-in-command (title/position TBD by Council) and Sergeant promotional processes were initiated this month as well as a selection process for the open detective position. All three positions will have a finalist by January 16, 2025. Officer Stone is on light duty and began helping Detective Sosebee in the Criminal Investigation Division during December. As a result, she will have a few stats in CID this month.

PATROL DIVISION							
Dispatched Calls for December 2024							
Nature Code	Officer Initiated Calls	Dispatched Calls	Total Calls	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
911 INVESTIGATION	0	3	3	0:05:19	0:04:10	0:45:43	0:15:14
ABANDONED VEHICLE	1	1	2	0:02:09	0:04:40	1:08:31	0:34:16
ANIMAL COMPLAINT	0	15	15	0:12:49	0:15:13	8:28:15	0:33:53
ASSAULT	0	1	1	0:00:00	0:00:00	0:17:59	0:17:59
ASSIST OTHER AGENCY	10	5	15	0:09:07	0:43:00	10:12:20	0:40:49
BURGLARY	0	1	1	0:00:00	0:00:00	0:00:12	0:00:12
BURGLARY ALARM	0	7	7	0:03:57	0:13:47	2:44:33	0:23:30
BUSINESS CHECK	79	0	79	0:00:00	0:08:48	11:36:02	0:08:49
CLOSE PATROL	112	1	113	0:08:12	0:05:55	11:25:19	0:06:04
CRIMINAL MISCHIEF VANDALISM	0	1	1	0:01:30	0:18:46	0:31:09	0:31:09
DISCHARGE FIREARM	0	5	5	0:04:42	0:12:55	1:48:23	0:21:41
DISTURBANCE	0	6	6	0:04:44	1:09:11	7:48:40	1:18:07
EMS ASSIST	2	1	3	0:01:53	0:10:32	0:38:49	0:12:56
FD ASSIST	0	4	4	0:29:07	1:11:56	6:48:04	1:42:01
FIREWORKS PD	0	3	3	0:08:03	0:02:54	0:53:55	0:17:58
FOLLOW UP INVESTIGATION	8	2	10	0:09:47	0:30:43	5:52:00	0:35:12





FOUND PROPERTY	1	1	2	0:02:53	0:03:58	0:15:11	0:07:36
FRAUD	1	2	3	0:08:22	0:15:57	1:34:37	0:31:32
HARASSMENT	1	5	6	0:14:36	1:19:58	9:59:16	1:39:53
HIT AND RUN CRASH	0	4	4	0:03:52	0:09:05	4:31:53	1:07:58
HOTEL MOTEL CHECK	14	0	14	0:00:00	0:01:52	0:26:18	0:01:53
INFORMATION	0	3	3	0:00:00	0:00:06	6:01:38	2:00:33
INTOXICATED PERSON	0	2	2	0:04:12	0:06:18	0:30:31	0:15:16
INVESTIGATION	10	8	18	0:07:33	0:28:35	10:27:13	0:39:12
JUVENILE CONTACT	0	6	6	0:09:45	0:21:22	3:27:37	0:34:36
KIDNAPPING	0	1	1	0:00:39	0:00:11	0:01:33	0:01:33
LOOSE LIVESTOCK	0	4	4	0:03:50	0:36:27	2:52:44	0:43:11
MHMR CONTACT	0	47	47	0:05:07	0:05:16	11:20:32	0:14:29
MISSING PERSON	1	2	3	0:05:49	2:13:20	4:59:54	1:39:58
NEIGHBORHOOD PATROL	465	0	465	0:00:00	0:03:51	29:58:42	0:03:52
NOISE ORDINANCE VIOLATION	0	15	15	0:07:26	0:09:10	5:38:08	0:22:33
OPEN DOOR	2	0	2	0:00:00	0:15:12	0:30:25	0:15:13
PERSON WITH A WEAPON	1	1	2	0:00:00	0:00:00	0:21:56	0:10:58
PHONE CALL INVESTIGATION	0	17	17	0:08:42	0:21:46	15:28:31	0:54:37
PR CONTACT	8	8	16	0:10:16	0:30:18	9:53:28	0:37:06
PROWLER	0	1	1	0:02:34	0:05:32	0:13:17	0:13:17
RADAR ASSIGNMENT	31	0	31	0:00:00	0:16:52	8:43:26	0:16:53
RECKLESS DRIVER	0	11	11	0:41:20	0:52:18	14:47:20	1:20:40
RETURNED RUNAWAY	1	0	1	0:00:00	0:02:53	0:02:54	0:02:54
RUNAWAY	0	2	2	0:00:00	0:23:51	1:38:34	0:49:17
SCHOOL CHECK	2	0	2	0:00:00	0:04:09	0:08:19	0:04:10
SPECIAL EVENT	3	0	3	0:00:00	0:07:37	0:22:54	0:07:38
STOLEN VEHICLE	0	2	2	0:05:06	0:37:42	1:33:35	0:46:48
STRANDED MOTORIST	1	3	4	0:16:25	0:08:24	1:34:14	0:23:34
SUSPICIOUS PERSON	4	13	17	0:07:33	0:19:02	8:58:09	0:31:39
SUSPICIOUS VEHICLE	8	2	10	0:12:13	0:11:18	2:22:48	0:14:17
THEFT	0	2	2	0:02:27	0:19:52	1:35:29	0:47:45
THREATS	0	2	2	0:05:04	1:04:21	2:27:49	1:13:55
TRAFFIC ASSIGNMENT	4	0	4	0:00:00	0:23:08	1:32:33	0:23:08
TRAFFIC COMPLAINT	2	3	5	0:03:22	0:05:03	0:46:21	0:09:16
TRAFFIC VIOLATION	279	0	279	0:00:00	0:08:06	37:43:16	0:08:07
VEHICLE CRASH	0	18	18	0:08:51	0:54:00	18:55:30	1:03:05



WELFARE CHECK	2	17	19	0:15:39	0:41:40	18:21:28	0:57:58
<b>Totals</b>	<b>1053</b>	<b>259</b>	<b>1312</b>	<b>0:08:21</b>	<b>0:22:34</b>	<b>311:44:19</b>	<b>0:33:34</b>

PATROL DIVISION					
Statistics Comparison for December 2024					
December 2024		December 2023		Year to Date 2024	
Dispatch Calls	259	Dispatch Calls	228	Dispatch Calls	2920
Arrests	3	Arrests	8	Arrests	137
Crash Reports	10	Crash Reports	8	Crash Reports	52
Traffic Stops	279	Traffic Stops	166	Traffic Stops	5095
Citations	177	Citations	194	Citations	3849
Outside Agency Assists	15	Outside Agency Assists	11	Outside Agency Assists	124
Reports	39	Reports	50	Reports	521

CRIMINAL INVESTIGATION DIVISION					
Statistics for December 2024					
Detective Sosebee		Sgt. Wright		Officer Stone	
Current Active Cases	99	Current Active Cases	18	Current Active Cases	1
Active Felonies	40	Active Felonies	7	Active Felonies	0
Active Misdemeanors	59	Active Misdemeanors	11	Active Misdemeanors	1
Cases Assigned	0	Cases Assigned	1	Cases Assigned	1
Cases Cleared	0	Cases Cleared	4	Cases Cleared	1
Admin Subpoenas Served	0	Admin Subpoenas Served	0	Admin Subpoenas Served	0
Arrest Warrants Obtained	1	Arrest Warrants Obtained	0	Arrest Warrants Obtained	0

- | TRAINING & COMMUNITY OUTREACH   |
|---|
| <ul style="list-style-type: none"> <li>• 12/3/24 - Interim Commander Lee attended the JCPAAA meeting</li> <li>• 12/4/24 - Chief Fullagar and Interim Commander Lee attended the Johnson County Law Enforcement Leadership meeting</li> <li>• 12/7/24 – Chief Fullagar, Interim Commander Lee, Detective Sosebee, Officer Martin, and on duty patrol officers worked the Christmas on Main event &amp; Parade</li> <li>• 12/10/24 – Chief Fullagar, Interim Commander Lee, and Detective Sosebee attended the Johnson County Crime Stoppers luncheon</li> <li>• 12/16/24 – Chief Fullagar participated in the NCTCOG Policy Committee meeting followed by the NCTCOG Nominations Committee meeting at COG</li> </ul> |



Item 1.

- 
- 12/18/24 – Interim Commander Lee and Officer Stone held the final class of Women’s Self-Defense and then held a small graduation ceremony

Item 2.



156

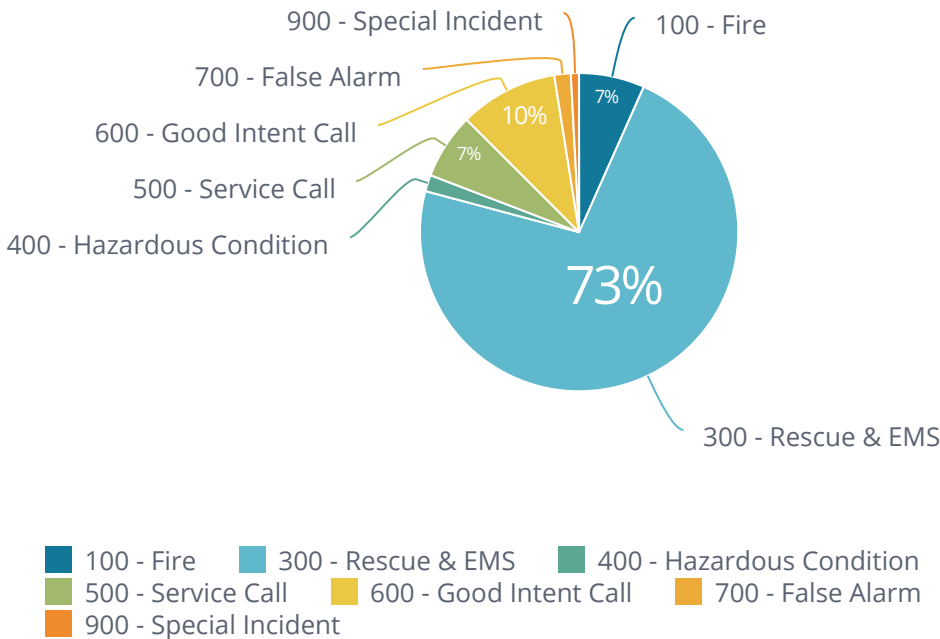
# JFD 2024 Incident Report

December City Inci... 89	December County Incid... 31	Total Incidents for December 120	Dec. AA Received 1	Dec. MA Received 3
YTD City Incidents 1,162	YTD County Incidents 382	YTD Total 1,544	AA Received YTD 2	MA Received YTD 35

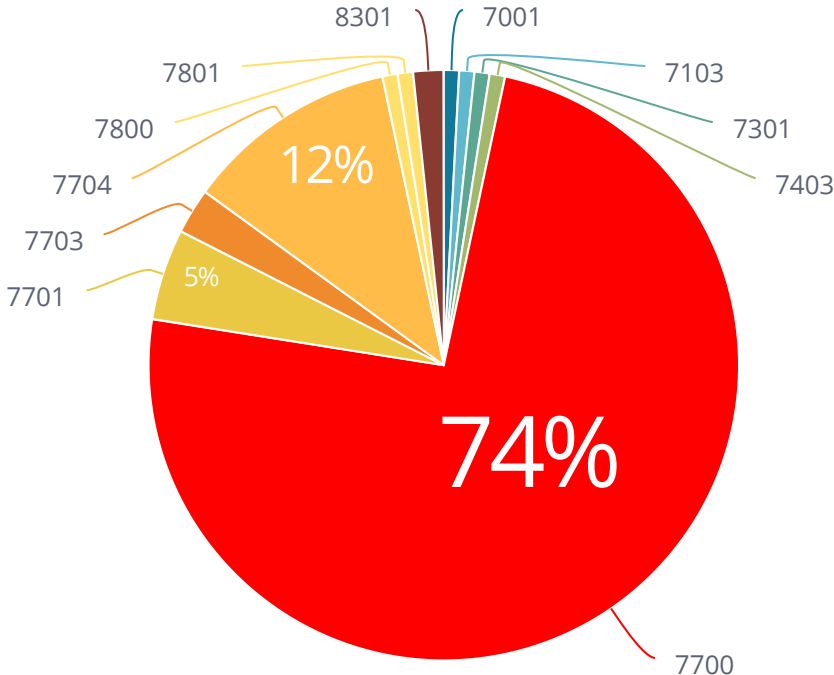
City Response Time  
**6m:11s**

County Response Time  
**8m:31s**

Percent of Incident Responses by Incident Type



City (Red) vs. County



City Incidents

Incident Type	Incident Totals
Assist invalid	7
Attempted burning, illegal action, other	1
Brush or brush-and-grass mixture fire	1
Building fire	5
Citizen complaint	1
Dispatched & canceled en route	9
EMS call, excluding vehicle accident with injury	35
False alarm or false call, other	1
Grass fire	1
Medical assist, assist EMS crew	19
Motor vehicle accident with injuries	4
Motor vehicle accident with no injuries.	8
Motor vehicle/pedestrian accident (MV Ped)	1
Power line down	1
Smoke detector activation due to malfunction	1
Smoke scare, odor of smoke	1
Trash or rubbish fire, contained	1
Incident Totals	97

County Incidents

Incident Type	Incident Total
Assist invalid	1
Dispatched & canceled en route	1
EMS call, excluding vehicle accident with injury	16
Medical assist, assist EMS crew	3
Motor vehicle accident with injuries	1
No incident found on arrival at dispatch address	1
Incident Total	23

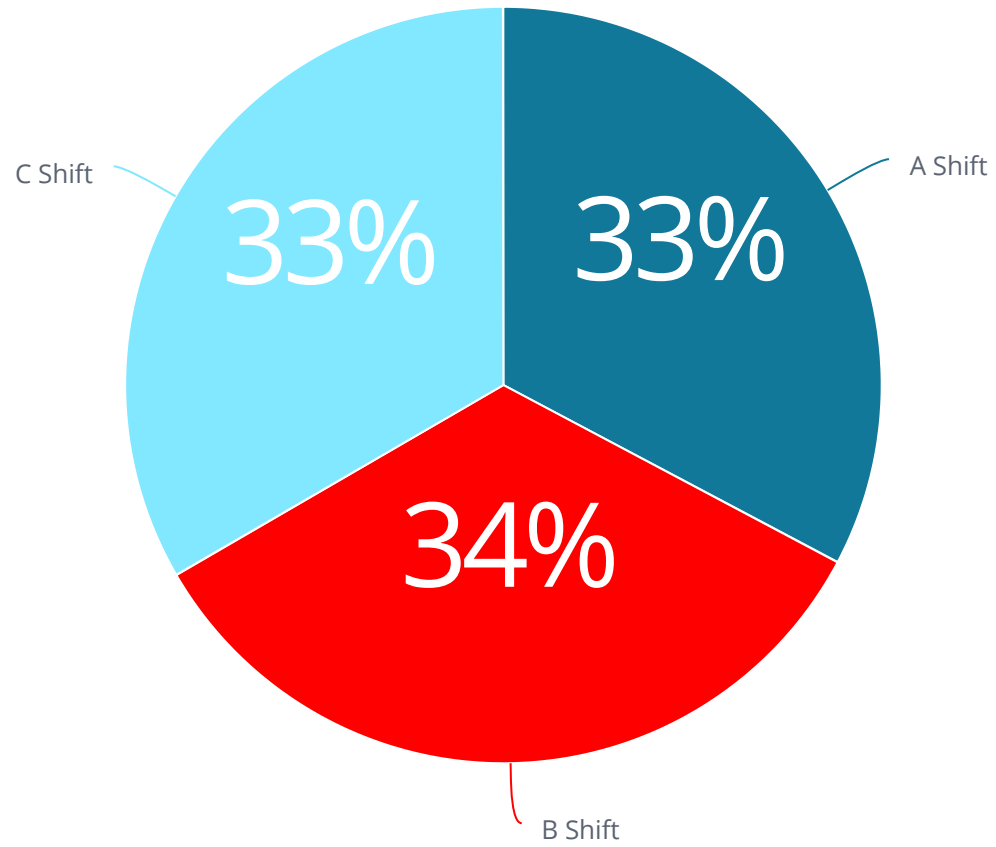
YTD did not respond due to on a call (multiple calls at once).

Total Missed Calls YTD

7



Shift Comparison for December



The Fire Department took delivery of a new Cascade Air system purchased by the Johnson County ESD to replace our older one used to refill air bottles.

Volunteer FF Ethan Deck obtained his National Registry Paramedic.

2025 Metro Engine ordered and we anticipate it being in service by September.

City of Joshua  
Municipal Court Council Report  
From 12/1/2024 to 12/31/2024

**Violations by Type**

Traffic	Penal	City Ordinance	Parking	Other	Total
170	2	0	0	4	176

**Financial**

State Fees	Court Costs	Fines	Tech Fund	Building Security	Total
\$12,243.98	\$5,824.08	\$12,798.40	\$574.89	\$703.06	\$32,144.41

**Warrants**

Issued	Served	Closed	Total
0	0	2	2

**FTAs/VPTAs**

FTAs	VPTAs	Total
0	0	0

**Dispositions**

Paid	Non-Cash Credit	Dismissed	Driver Safety	Deferred	Total
95	0	26	20	61	202

**Trials & Hearings**

Jury	Bench	Appeal	Total
0	1	0	1

**Omni/Scofflaw/Collection**

Omni	Scofflaw	Collections	Total
48	0	48	96

# Public Works Monthly Team Status Report

## For The Month Of December 2024

### Completed Items

Date Received	Work Order	Finish Date	Notes
12/2/2024	City Wide	12/26/2024	Repair traffic signs throughout the city
12/3/2024	Cleburne Transfer Station	12/3/2024	Haul tree debris for disposal
12/5/2024	Shady Grove Ct	12/10/2024	Mill street for asphalt overlay repair
12/6/2024	City Wide	12/30/2024	Repair potholes in city streets with cold asphalt
12/6/2024	Little brook Dr	12/19/2024	Excavate and repair street at culvert crossing
12/11/2024	Roaring Springs and Village Creek Ct	12/16/2024	Replace drainage culvert and headwalls
12/16/2024	Big city Ft Worth	12/16/2024	Haul in flex base for stock pile
12/17/2024	607 W Sheila Cir	12/17/2024	Repair sidewalk
12/18/2024	Cofield Dr 200 Blk	12/18/2024	Conduct traffic count "speeding complaint"
12/20/2024	Service Center	12/20/2024	Clean vehicles and equipment
12/26/2024	Service Center	12/26/2024	Clean shop
12/27/2024	City Wide	12/27/2024	Check drainage culverts and headwalls for debris
12/31/2024	Clubhouse Dr	12/31/2024	Sawcut street for paving repairs.

### In Progress

Year Round	City Wide		Tree trimming
Year Round	City Wide		Street sign repairs
Year Round	City Wide		Asphalt street repairs
Year Round	City Wide		Repair potholes with Duramaxx
Year Round	City Wide		Set out traffic counter and gather data
Seasonal	City Wide		Mowing right of ways and drainage easements

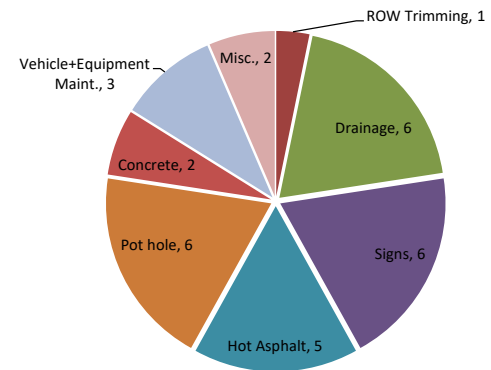
### Assigned But Not Yet Started


**City of Joshua  
Public Works Monthly Activity Report  
For the Month of December 2024**

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

Chart reflects one per daily occurrence

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



## Building Inspection Report

DECEMBER	2024	2023	YTD 2024	YTD 2023
Building	83	88	869	786
Electrical	44	54	459	517
Plumbing	33	58	455	620
Mechanical	26	31	222	229
Re-Inspections	10	23	193	287
Certificate of Occupancy	6	2	18	16
Certificate of Occupancy Re-Inspection	3	1	12	13
<b>Total # of Inspections</b>	<b>205</b>	<b>257</b>	<b>2228</b>	<b>2468</b>
Plan Review	13	9	212	239

## Building Permit Report

DECEMBER	2024	2023	YTD 2024	YTD 2023
Building	20	15	305	375
Electrical	8	4	173	192
Plumbing	9	4	167	194
Mechanical	3	6	115	145
Permanent Sign	1	1	18	10
Temporary Sign	0	1	8	18
Certificate of Occupancy	4	2	18	6
Swimming Pool	0	0	6	4
Irrigation System	1	1	58	95
Solicitor	0	0	2	13
Contractor Registration	18	10	251	308
MHP Registration	0	0	0	3
<b>Total # of Permits</b>	<b>64</b>	<b>54</b>	<b>1057</b>	<b>1363</b>

<p align="center"><b>New Businesses Report</b> <b>DECEMBER 2024</b></p>	
<p align="center"><b>New Businesses</b> (Certificate of Occupancy Issued)</p>	<p align="center"><b>Address</b></p>
<p align="center">Taco Bell</p>	<p align="center">113 S Broadway</p>
<p align="center">Texas Coalition for Animal Protection</p>	<p align="center">106 Conveyor #100</p>
<p align="center"><b>Future New Businesses</b> (Applied for Certificate of Occupancy not completed)</p>	<p align="center"><b>Address</b></p>
<p align="center">Premier Commercial Collision</p>	<p align="center">1570 N Main Street</p>
<p align="center">Hair with Flare Salon</p>	<p align="center">1409 S. Broadway – Suite C &amp; D</p>
<p align="center"><b>New CO Issued for existing Business</b> (New Owner, New Location, Name change,etc)</p>	<p align="center"><b>Address</b></p>
<p align="center">Joshua Donuts</p>	<p align="center">313 S Broadway #1</p>

# Montly Shelter Statistics 2024-2025

Shelter Statistics					
2024-2025 General Stats	Visitors	Volunteer Hours	Community Service Hours	Phone Calls	Microchips Given
October	162	58	128	300	18
November	195	8	280	191	8
December	200	0	421	272	16
January					
February					
March					
April					
May					
June					
July					
August					
September					
<b>Annual Total</b>	<b>557</b>	<b>66</b>	<b>829</b>	<b>763</b>	<b>42</b>
<b>Annual Average</b>	<b>186</b>	<b>22</b>	<b>276</b>	<b>254</b>	<b>14</b>
2023-2024 General Stats					
October	315	52	148	419	32
November	232	66	108	427	24
December	217	64	157	371	25
January	192	73	239	431	32
February	198	40	160	399	38
March	177	44	212	231	31
April	215	37	268	481	31
May	153	6.5	128	262	27
June	154	10	89	160	9
July	303	0	308	262	26
August	386	0	240	219	17
September	119	0	444	188	14
<b>Total</b>	<b>2661</b>	<b>392.5</b>	<b>2501</b>	<b>3850</b>	<b>306</b>
<b>Average</b>	<b>222</b>	<b>33</b>	<b>208</b>	<b>321</b>	<b>26</b>



## Calls & Citations

ACO Statistics		Field Cases by Officer				Actions Taken by Officer		
	Total Calls (PetPoint)	Total Calls (Field Call Logs)	H. Braymer	A. Timmons	Tommy Miller (Hire Date 12/2024)	Total Cases	Warnings Written	Citations Issued
October	18	18	13	5	0	30	3	0
November	12	12	3	9	0	23	4	0
December	11	11	0	11	0	11	4	0
January		0				0	0	
February		0				0	0	
March		0				0	0	
April		0				0	0	
May		0				0	0	
June		0				0	0	
July		0				0	0	
August		0				0	0	
September		0				0	0	
<b>Annual Total</b>	<b>41</b>	<b>41</b>	<b>16</b>	<b>25</b>	<b>0</b>	<b>64</b>	<b>11</b>	<b>0</b>
<b>Annual Average</b>	<b>13.67</b>	<b>3.42</b>	<b>5.33</b>	<b>8.33</b>	<b>0.00</b>	<b>5.33</b>	<b>0.92</b>	<b>0.00</b>
<b>2023-2024 Prior Year</b>								
October	34	34	18	8	8	71	0	38
November	37	37	13	12	12	58	2	5
December	21	21	3	9	9	61	2	19
January	40	40	22	7	11	82	0	7
February	41	41	9	27	6	75	0	10
March	33	33	18	12	3	81	0	0
April	48	48	20	15	13	72	5	11
May	24	24	14	10	0	37	0	0
June	13	13	9	4	0	32	2	0
July	19	19	11	8	0	19	4	2
August	19	19	18	7	0	25	3	2
September	30	30	13	17	0	30	5	0
<b>Annual Total</b>	<b>359</b>	<b>359</b>	<b>168</b>	<b>136</b>	<b>62</b>	<b>643</b>	<b>23</b>	<b>94</b>
<b>Annual Average</b>		<b>30</b>	<b>14</b>	<b>11</b>	<b>5</b>	<b>54</b>	<b>2</b>	<b>8</b>

## Patrol Hours

	H. Braymner	A. Timmons	T. Miller
October	5	2	0
November	2	8	0
December	0	4	3.5
January			
February			
March			
April			
May			
June			
July			
August			
September			
<b>Annual Total</b>	<b>7</b>	<b>14</b>	<b>3.5</b>
<b>Annual Average</b>	<b>2.333333333</b>	<b>4.666666667</b>	<b>1.166666667</b>
<b>Year Prior</b>			
October	3	3	3
November	3	3	3
December	4	4	3
January	2	4	3
February	3	3	2
March	3	3	1
April	0	0	0
May	0	0	0
June	4	3	0
July	7	5	0
August	10	6	0
September	6	8	0
<b>Annual Total</b>	<b>45</b>	<b>42</b>	<b>15</b>
<b>Annual Average</b>	<b>4</b>	<b>4</b>	<b>1</b>

# Outcomes

Outcome by Type								
2024-2025 Animal Outcomes	Total Outcome	Adoption	Died/DOA	Euthanasia	Return to Owner	Transfer Out	Wildlife	Returned in the Field
October	35	21	4	5	4	0	1	0
November	27	9	0	14	4	0	0	0
December	59	38	0	5	4	12	0	0
January	0							
February	0							
March	0							
April	0							
May	0							
June	0							
July	0							
August	0							
September	0							
<b>Annual Total</b>	<b>121</b>	<b>68</b>	<b>4</b>	<b>24</b>	<b>12</b>	<b>12</b>	<b>1</b>	<b>0</b>
<b>Annual Average</b>	<b>10.1</b>	<b>23</b>	<b>1</b>	<b>8</b>	<b>4</b>	<b>4</b>	<b>0</b>	<b>0</b>
2023-2024 Animal Outcome								
October	24	36	0	4	3	14	0	0
November	32	34	0	7	7	1	1	0
December	37	34	1	7	6	2	0	0
January	29	28	0	7	8	9	0	0
February	32	39	0	5	6	7	4	0
March	42	18	1	7	13	11	0	0
April	27	35	0	10	8	2	0	0
May	60	28	4	15	10	5	0	0
June	64	20	3	4	2	0	0	0
July	76	26	1	3	1	1	0	0
August	59	23	3	1	1	1	0	0
September	82	23	5	3	8	11	0	0
<b>Annual Total</b>	<b>564</b>	<b>344</b>	<b>18</b>	<b>73</b>	<b>73</b>	<b>64</b>	<b>5</b>	<b>0</b>
<b>Annual Average</b>	<b>47</b>	<b>29</b>	<b>2</b>	<b>6</b>	<b>6</b>	<b>5</b>	<b>0</b>	<b>0</b>

# Intakes

2024-2025 Animal Intakes	Intake by Species						Intake by Type								
	Intake Total	Deceased on Arrival (DOA)	Owner Surrender	Return (Adoption)	Public Drop Off (stray)	Coalition Partner	ACO/Pickup / Drop Off/Abandoned (stray)	Police Pickup / Drop Off (stray)	Seized/Custody	Born in Care (stray)	Service In (Shelter Quarantine)	Home/Vet Quarantine	Stray	Transfer In (rescue/Shelter)	Wildlife
October	57	0	12	1	0	0	0	0	2	0	0	0	38	3	1
November	32	0	4	0	0	0	0	0	0	0	0	0	25	3	0
December	32	0	7	0	0	0	0	0	0	0	0	0	25	0	0
January	0														
February	0														
March	0														
April	0														
May	0														
June	0														
July	0														
August	0														
September	0														
<b>Annual Total</b>	<b>121</b>	<b>0</b>	<b>23</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>88</b>	<b>6</b>	<b>1</b>
<b>Annual Average</b>	<b>10</b>	<b>0.0</b>	<b>7.7</b>	<b>0.3</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.7</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>29.3</b>	<b>2.0</b>	<b>0.3</b>
<b>2023-2024 Year Intake</b>															
October	69	0	1	5	31	0	10	4		14	0	2	0	2	0
November	48	0	4	2	23	0	17	1	0	1	0	0	0	0	0
December	28	0	2	4	10	2	3	3	0	3	0	0	0	0	1
January	58	0	8	1	22	4	20	2	0	1	0	0	0	0	0
February	45	0	9	0	20	0	7	5	0	0	0	0	0	0	4
March	59	0	5	1	19	0	16	4	0	9	0	0	0	5	0
April	82	0	23	1	56	0	0	0	0	0	0	0	0	1	1
May	57	0	14	3	20	0	20	0	0	0	0	0	0	0	0
June	16	0	2	0	11	0	2	1	0	0	0	0	0	0	0
July	19	0	5	3	11	0	0	0	0	0	0	0	0	0	0
August	35	1	4	0	2	0	7	4	0	12	0	0	5	0	0
September	41	0	5	0	3	0	33	0	0	0	0	0	0	0	0
<b>Annual Total</b>	<b>557</b>	<b>1</b>	<b>82</b>	<b>20</b>	<b>228</b>	<b>6</b>	<b>135</b>	<b>24</b>	<b>0</b>	<b>40</b>	<b>0</b>	<b>2</b>	<b>5</b>	<b>8</b>	<b>6</b>
<b>Annual Average</b>	<b>46</b>	<b>0.1</b>	<b>6.8</b>	<b>1.7</b>	<b>19.0</b>	<b>0.5</b>	<b>11.3</b>	<b>2.0</b>	<b>0.0</b>	<b>3.3</b>	<b>0.0</b>	<b>0.2</b>	<b>0.4</b>	<b>0.7</b>	<b>0.5</b>

# Euthanasia

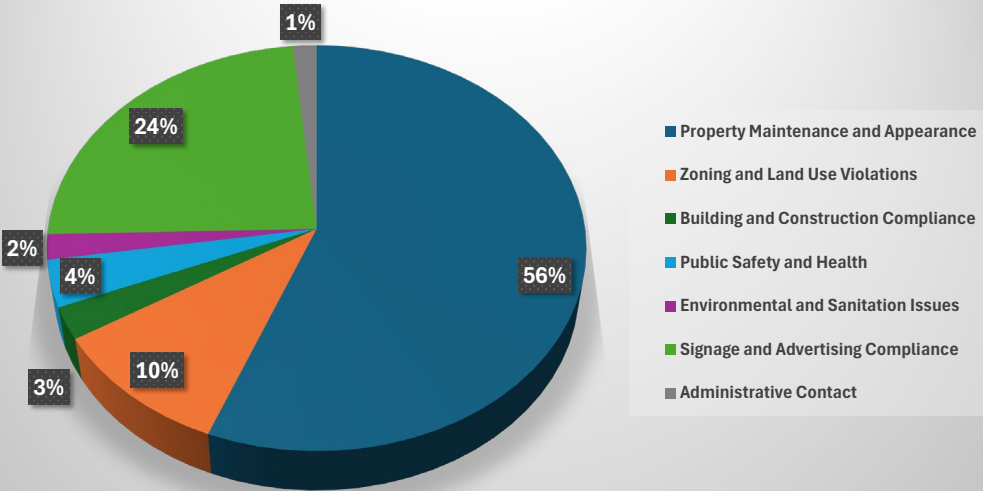
2024-2025 Euthanasia	Euthanasia Reason										
Month	Age	Aggression	Behavior	Feral	Injured	Medical	Rabies Suspect	Sick	Space	Wildlife	Total Euthanized
October	0	2	0	0	0	3	0	0	0	0	5
November	0	2	1	2	1	5	0	2	1	0	14
December	0	1	0	0	2	2	0	0	0	0	5
January											0
February											0
March											0
April											0
May											0
June											0
July											0
August											0
September											0
<b>Annual Total</b>	<b>0</b>	<b>5</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>10</b>	<b>0</b>	<b>2</b>	<b>1</b>	<b>0</b>	<b>24</b>
<b>Annual Average</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>2</b>
2023-2024 Euthanasia											
October	0	1	0	0	3	0	0	0	0	0	4
November	0	1	1		0	4	0	1	0	0	7
December	0	1	1	0	0	3	0	1	0	0	6
January	0	2	0	0	2	3	0	0	0	0	7
February	0	2	0	1	1	1	0	0	0	0	5
March	0	1	0	4	1	1	0	0	0	0	7
April	0	6	0	0	0	3	0	0	0	1	10
May	0	2	0	0	0	13	0	0	0	0	15
June	0	1	0	0	0	2	0	1	0	0	4
July	0	0	0	0	0	3	0	0	0	0	3
August	0	0	0	0	0	1	0	0	0	0	1
September	0	1	0	0	0	2	0	0	0	0	3
<b>Annual Total</b>	<b>0</b>	<b>18</b>	<b>2</b>	<b>5</b>	<b>7</b>	<b>36</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>1</b>	<b>68</b>
<b>Annual Average</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6</b>

# Revenue

2024-2025 Revenue																
Revenue Breakdown																
	Total Revenue	Adoptions	Surrenders	Microchips	Reclaim Fees	Quarantine Fees	Rabies Vouchers	Vaccinations	Impound Fees	Donations/ Other	Permit Applications	Permit Fees	Sterilization and/or Vouchers	Trap Rentals	Trap Service	Refunds
October	\$ 1,415.00	\$ 380.00	\$ 115.00	\$ 265.00	\$ 80.00	\$ -	\$ -	\$ 370.00	\$ -	\$ -	\$ -	\$ -	\$ 205.00	\$ -	\$ -	\$ -
November	\$ 955.00	\$ 140.00	\$ 25.00	\$ 120.00	\$ 175.00	\$ -	\$ -	\$ 160.00	\$ -	\$ 75.00	\$ -	\$ -	\$ 220.00	\$ -	\$ 40.00	\$ -
December	\$ 1,795.00	\$ 350.00	\$ 25.00	\$ 240.00	\$ 150.00	\$ -	\$ -	\$ 320.00	\$ -	\$ 425.00	\$ -	\$ -	\$ 285.00	\$ -	\$ -	\$ -
January	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
February	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
March	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
April	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
May	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
June	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
July	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
August	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
September	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Annual Total</b>	<b>\$ 4,165.00</b>	<b>\$ 870.00</b>	<b>\$ 165.00</b>	<b>\$ 625.00</b>	<b>\$ 405.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 850.00</b>	<b>\$ -</b>	<b>\$ 500.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 710.00</b>	<b>\$ -</b>	<b>\$ 40.00</b>	<b>\$ -</b>
<b>Annual Average</b>	<b>\$ 347.08</b>	<b>\$ 72.50</b>	<b>\$ 13.75</b>	<b>\$ 52.08</b>	<b>\$ 33.75</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 70.83</b>	<b>\$ -</b>	<b>\$ 41.67</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 59.17</b>	<b>\$ -</b>	<b>\$ 3.33</b>	<b>\$ -</b>
2023-2024 Revenue																
October	\$ 1,400.00	\$ 1,180.00	\$ 45.00	\$ -	\$ 50.00	\$ -	\$ -	\$ -	\$ -	\$ 50.00	\$ -	\$ -	\$ 75.00	\$ -	\$ -	\$ -
November	\$ 1,051.00	\$ 390.00	\$ -	\$ 226.00	\$ -	\$ -	\$ 5.00	\$ 280.00	\$ -	\$ -	\$ -	\$ -	\$ 150.00	\$ -	\$ -	\$ -
December	\$ 1,848.00	\$ 290.00	\$ -	\$ 270.00	\$ -	\$ -	\$ -	\$ 335.00	\$ -	\$ 688.00	\$ -	\$ -	\$ 265.00	\$ -	\$ -	\$ -
January	\$ 1,255.00	\$ 315.00	\$ 90.00	\$ 290.00	\$ -	\$ -	\$ 10.00	\$ 320.00	\$ -	\$ 130.00	\$ -	\$ -	\$ 100.00	\$ -	\$ -	\$ -
February	\$ 2,401.00	\$ 975.00	\$ 25.00	\$ 455.00	\$ 10.00	\$ -	\$ -	\$ 500.00	\$ -	\$ 201.00	\$ -	\$ -	\$ 235.00	\$ -	\$ -	\$ -
March	\$ 2,086.00	\$ 455.00	\$ -	\$ 155.00	\$ 200.00	\$ -	\$ -	\$ 220.00	\$ -	\$ 906.00	\$ -	\$ -	\$ 150.00	\$ -	\$ -	\$ -
April	\$ 3,662.84	\$ 1,125.00	\$ 165.00	\$ 440.00	\$ 325.00	\$ -	\$ -	\$ 600.00	\$ -	\$ 417.84	\$ -	\$ -	\$ 550.00	\$ 40.00	\$ -	\$ -
May	\$ 2,419.00	\$ 590.00	\$ -	\$ 405.00	\$ 125.00	\$ -	\$ -	\$ 545.00	\$ -	\$ 424.00	\$ -	\$ -	\$ 330.00	\$ -	\$ -	\$ -
June	\$ 770.00	\$ 205.00	\$ -	\$ 90.00	\$ -	\$ -	\$ -	\$ 120.00	\$ -	\$ 185.00	\$ -	\$ -	\$ 170.00	\$ -	\$ -	\$ -
July	\$ 2,003.24	\$ 710.00	\$ -	\$ 400.00	\$ -	\$ -	\$ -	\$ 400.00	\$ -	\$ 418.24	\$ -	\$ -	\$ 75.00	\$ -	\$ -	\$ -
August	\$ 985.00	\$ 445.00	\$ -	\$ 165.00	\$ 25.00	\$ -	\$ -	\$ 180.00	\$ -	\$ 50.00	\$ -	\$ -	\$ 120.00	\$ -	\$ -	\$ -
September	\$ 1,741.26	\$ 320.00	\$ 50.00	\$ 210.00	\$ 425.00	\$ -	\$ -	\$ 230.00	\$ -	\$ 186.26	\$ -	\$ -	\$ 320.00	\$ -	\$ -	\$ -
<b>Annual Total</b>	<b>\$ 21,622.34</b>	<b>\$ 7,000.00</b>	<b>\$ 375.00</b>	<b>\$ 3,106.00</b>	<b>\$1,160.00</b>	<b>\$ -</b>	<b>\$ 15.00</b>	<b>\$ 3,730.00</b>	<b>\$ -</b>	<b>\$3,656.34</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,540.00</b>	<b>\$ 40.00</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Annual Average</b>	<b>\$ 1,801.86</b>	<b>\$ 583.33</b>	<b>\$ 31.25</b>	<b>\$ 258.83</b>	<b>\$ 96.67</b>	<b>\$ -</b>	<b>\$ 1.25</b>	<b>\$ 310.83</b>	<b>\$ -</b>	<b>\$ 304.70</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 211.67</b>	<b>\$ 3.33</b>	<b>\$ -</b>	<b>\$ -</b>

Code Compliance Cases 2024 YTD																										
Month	Violation Type																									
	Admin. Contact	Junk/Inoperable Vehicle	Unapproved Parking	Sign Violation	Junk & Debris (Nuisance)	Outside Storage	Illicit Discharge (Storm Water)	RV Parking Reg.	Substandard Structure	Dilapidated Fence	No Conditional Use Permit	High Grass	Overgrown Vegetation	Obstruction of Side walk/Public Ways	Open & Vacant Structure	Open & Vacant Structure (O/V)	Accessory Building/Carport Violation	No Sign Permit	Zoning Violation (Home Occupation)	No Cert. of Occupancy	Zoning Violation	Yard Waste	No Building Permit	Unclean Pond/Pool	Health & Sanitation (Public Health)	Total Violations Per Month
January	3	4	5	27	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	40
February	3	5	6	19	12	3	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	52
March	0	0	0	14	2	0	0	0	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	19
April	1	3	10	12	5	0	0	0	0	0	0	77	4	1	1	1	0	0	0	0	0	0	0	0	0	115
May	0	1	7	17	2	1	0	0	0	0	6	66	1	1	0	0	1	5	0	0	0	0	0	0	0	108
June	0	2	5	18	9	1	0	1	0	0	0	31	1	0	0	0	0	1	1	3	2	0	0	0	0	75
July	0	0	5	17	3	1	0	2	0	0	0	30	4	1	0	0	0	0	0	0	3	1	0	0	67	
August	1	0	3	23	2	0	0	0	0	0	0	19	1	0	0	0	3	1	0	0	0	1	0	1	1	56
September	1	0	0	13	1	0	0	0	0	0	1	38	0	16	0	0	1	0	0	0	0	0	0	0	0	71
October	2	0	5	1	1	0	0	0	0	0	0	32	1	1	0	0	0	0	0	0	0	0	0	0	0	43
November	0	2	0	0	4	1	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9
December	0	10	2	2	7	5	0	0	0	4	0	1	0	2	0	0	0	0	0	1	1	0	9	0	1	45
<b>Total</b>	<b>11</b>	<b>27</b>	<b>43</b>	<b>167</b>	<b>49</b>	<b>13</b>	<b>1</b>	<b>4</b>	<b>1</b>	<b>5</b>	<b>12</b>	<b>294</b>	<b>12</b>	<b>22</b>	<b>1</b>	<b>1</b>	<b>5</b>	<b>7</b>	<b>1</b>	<b>4</b>	<b>3</b>	<b>4</b>	<b>10</b>	<b>1</b>	<b>2</b>	<b>700 YTD</b>

2024 YTD Code Violations by Category

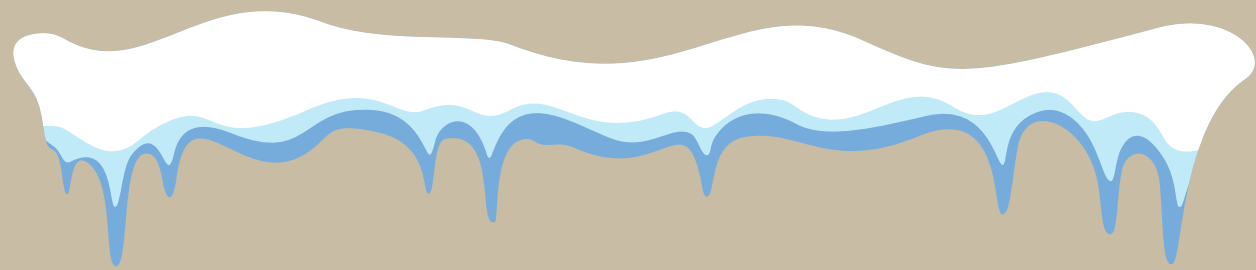


# PARKS & REC.

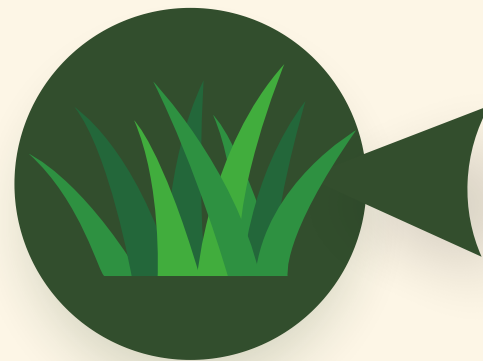
## JANUARY 2025 REPORT

### OTHER NEWS

The park has been successfully winterized in preparation for freezing temperatures.

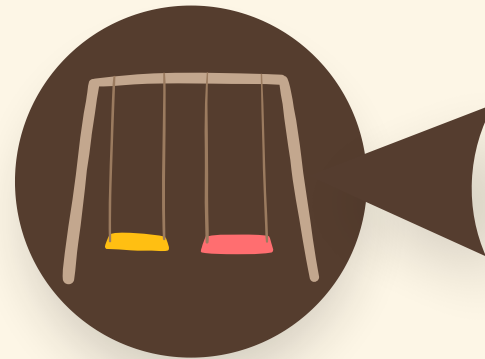


**Baseball is currently in the off-season, and the fields are scheduled for routine maintenance.**



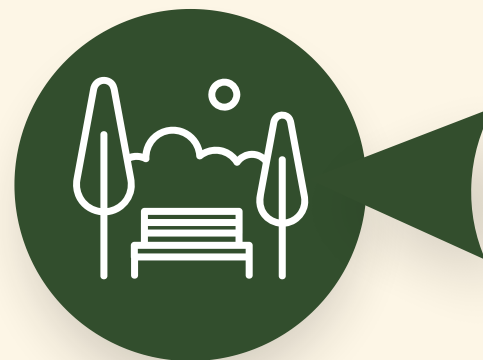
### Mowing

Crews have maintained mowing at City Hall, Fire, Police, Animal Services, City Park, and the park ballfields.



### Park Updates

The Parks Manager has been in contact with the representative from Cunningham Recreation. The playground equipment is scheduled to arrive during the week of January 13th, which aligns with our timeline. Installation work is expected to begin immediately upon its arrival.



### Site Amenities

The frames for the park rules signs have been constructed. The park crew will install them alongside the playground construction, as well as the smaller informational signs throughout the park.



## GOALS FOR 2025

- ENSURE TIMELY INSTALLATION OF THE NEW PLAYGROUND.
- UPGRADE AND IMPROVE THE BASEBALL FIELD TURF.
- CONTINUE MAKING ENHANCEMENTS TO EXISTING PARK FACILITIES.
- PROVIDE ONGOING TRAINING AND DEVELOPMENT OPPORTUNITIES FOR STAFF.
- PROMOTE COMMUNITY INVOLVEMENT IN PARK ACTIVITIES.
- HOST A VARIETY OF COMMUNITY EVENTS AT THE PARK.
- INITIATE PLANNING FOR A NEW PARK AT JOSHUA MEADOWS.

**City Secretary’s Office**

**December 2024**

**Monthly Report**

**AGENDA PROCESSING**

The City Secretary’s Office is responsible for preparing agendas and postings for all City Council Regular and Special Meetings, as well as for city boards, commissions, and corporations. The total number of agendas processed for the month:

Animal Advisory Board	0 Agenda Packet
Heritage Preservation Committee	0 Agenda Packet
Planning & Zoning Commission	0 Agenda Packet
Type A EDC	0 Agenda Packet
Type B EDC	0 Agenda Packet
City Council	2 Agenda Packet

**MINUTES**

The City Secretary is responsible for attending all City Council Regular and Special Meetings, as well as all city boards, commissions, and corporations.

Meetings Attended	Minutes prepared	Minutes Approved
2 meetings	2 sets	2 sets

**RESOLUTIONS & ORDINANCES**

The City Secretary’s Office is responsible for the security of all official City records including Resolutions and Ordinances. Additionally, it is the City Secretary’s responsibility to ensure those Resolutions and Ordinances are executed, certified, and published, when appropriate. It is also the responsibility of the City Secretary to ensure all City Council Ordinances presented to Council have been certified and made available for review by the public. The City Secretary’s Office must coordinate with the local adjudicated newspaper to publish Ordinance summaries when legally required.

Resolutions	Ordinances	Proclamations
Total-2	Total-1	Total- 1

**CONTRACTS AND AGREEMENTS PROCESSED:**

The City Secretary works closely with the City Council and is responsible for processing follow-up documentation. Management of these documents include contracts and agreements, and it is the responsibility of the City Secretary's Office to obtain signatures, distribute originals, log, scan, and file.

Agreements/Contracts

4 new agreement

**LEGAL**

The City Secretary works directly with the City Attorney, Bond Attorney, Texas Attorney General’s



### COMMITTEES/COMMISSIONS/CORPORATIONS

The City Secretary’s Office is responsible for maintaining Appointed Committee/Commission/Corporations Rosters and ensuring that all information is current and up to date for each. Listed below are the number of current Appointed City Committees/Commissions/Corporations, including the number of alternates and vacancies that may exist.

Animal Control Advisory Board	5 Members
Heritage Preservation Committee	5 Members
Planning & Zoning Commission	9 Members
Type A Economic Development Corporation	9 Members
Type B Economic Development Corporation	9 Members
Zoning Board of Adjustment	7 Members
Library	Members
	Members

### RECORDS

The City Secretary’s office is entrusted with maintaining the official records of the city, which encompass ordinances, resolutions, contracts, deeds, easements, and various other legal documents. Additionally, the office oversees the city’s records management program, ensuring compliance across all departments. Currently, the City Secretary is actively involved in digitizing documents and integrating them into Paperfiche, a digital document management system. **Update: Instructions will shortly be sent out to all department heads on how to prepare for the January/February Records Inventory.**

### CUSTOMER SERVICE TO THE CITIZENS

The City Secretary’s Office staff strives to provide timely and responsible customer service to the citizens of Joshua.

### MEETINGS/TRAINING/INFORMATION -DECEMBER

- Yellow Rose TMCA Meeting
- TMCA Election Meeting
- Christmas Party Event
- Texas - Future of Tariffs Meeting
- Texas SOS Webinar-Election

## Upcoming Events

Item 9.

January 16, 2025 - TML Legislative Update Webinar

January 22-24, 2025- the City Secretary will serve as an instructor on Elections at the Texas Municipal Clerks Association conference. Normally there are around 500 attendees. In exchange for presenting, the City's registration fee will be waived, and the City Secretary will receive full credit toward recertification.

March 5, 2024-Public Information Event with the Texas Attorney General's Office.

March 16, 2025 - TML Legislative Update Webinar

April 3, 2025 - TML Legislative Update Webinar

May 1, 2025- TML Legislative Update Webinar

May 03, 2025- Election Day

### ELECTION INFORMATION

The City Secretary has started the process of preparing for the May 2025 Election. The website will be updated with the legal requirements and the first posting for the website and bulletin board. The candidate packets will be ready at the end of December.

### 2025 Important Dates

First Day to File for a Place on the General Election Ballot	January 15, 2025
Last Day to Order General Election or Special Election	February 14, 2025
Last Day to File for a Place on the General Election Ballot	February 14, 2025, at 5:00 p.m.
Last Day to Register to Vote	April 3, 2025
First Day of Early Voting by Personal Appearance	April 22, 2025
Last Day to Apply for Ballot by Mail (Received, not Postmarked)	April 22, 2025
Last Day of Early Voting by Personal Appearance	April 29, 2025
Last day to Receive Ballot by Mail	May 3, 2025 (Election Day) at 7:00 p.m.

**The Ordinance calling the election and the contract with Joshua ISD will be presented to council during the January Regular Meeting.**

November and December:

AG Certification-Dial	LexisNexis-Police Records (5)	Acosta-Police Records	Metropolitan-Police Records
Allen-Police Records	LexisNexis-Police Records (6)	Bartholomew-Permitting Records	Mireles-Police Records
Alvarado-Code Records	LexisNexis-Police Records (7)	Bell-Police Records	Ortiz-Police Records
Alvarado-Unknown Records	LexisNexis-Police Records (8)	Doggett-Police Records	Parrott-Permitting Records
Bassett-Police Records	LexisNexis-Police Records (9)	Doggett-Police Records (2)	Reflotal-Police Records
Camp-Permitting Records	LexisNexis-Police Records_002	Dunn-Police Records	Zangara-Police-Hr Records
Cassidy-Police Records	Lindsey-Fire Record	Dunn-Police Records (2)	Zangara-Police-Hr Records (2)
Christian-Code Records	Malsion-Police Records	Ellis-HR-Police Records	Zangara-Police-Hr Records (3)
Darst-Police Records	Marshall-Police Records	Flynn-Police Records	Zangara-Police-Hr Records (4)
Engle-HR Records	Martin-Police Records	Fort-Police Records	Zangara-Police-Hr Records (5)
Ford-HR Records	Monge-Police Records	Gnyowner-Police Records	Zangara-Police-Hr Records_002
Ford-HR Records (2)	Parrott-Permitting Records	Kornfeld-Police Records	Zeng-Police Records
Hawker-Police Records	Ramos-Police Records	Leonard-Police Records	Zeng-Police Records (2)
Hicks-Police Records	Rugas-Permitting Records	LexisNexis-Police Records	
LexisNexis-Police Records	Scoles-Police Records	LexisNexis-Police Records (2)	
LexisNexis-Police Records (10)	Texas AG-Ruling Records	LexisNexis-Police Records (3)	
LexisNexis-Police Records (11)	TWC-HR Records	LexisNexis-Police Records (4)	
LexisNexis-Police Records (2)	TX AG-Certification Records	LexisNexis-Police Records (5)	
LexisNexis-Police Records (3)	TX AG-Ruling Records	Luna-Code Records_001	
LexisNexis-Police Records (4)	Wilson-Police Records	Melissa-Police Records	

CENSUS Information Filed:

3. NEW HOUSING UNITS			
a. Were there any building permits issued for new housing units during this period?			
<input type="checkbox"/> Yes, enter data below. <input checked="" type="checkbox"/> No, stop and return this form. Your report is important even if no permits were issued.			
Type of Structure	Total Number of		Total Valuation of Construction (\$ value - omit cents) (3)
	Buildings (1)	Housing Units (2)	
101 b. Single-family houses, <b>detached and attached</b> (must meet the following criteria: no unit above or below the other; wall extends from ground to roof; and, separate utilities for each unit) [Exclude manufactured HUD-inspected homes.]			
103 c. Two-unit buildings			
104 d. Three- and four-unit buildings			
105 e. Five-or-more unit buildings			

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