



**AGENDA**  
**CITY COUNCIL REGULAR MEETING**  
**COUNCIL CHAMBERS**  
**JUNE 16, 2022**  
**6:30 PM**

The Joshua City Council will hold a Work Session at 6:30 pm on June 16, 2022. A regular meeting will be held immediately following the Work Session in the Council Chambers at the 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/89332317859?pwd=L1ZxbzJiUkFRSmlKY2Z5RmhlSzF6QT09>  
Meeting ID: 89332318959 Passcode: 458548 or dial 346/248-7799

**A member of the public who would like to submit a question on any item listed on this agenda may do so via the following options:**

**Online:** An online speaker card is located on the City's website ([cityofjoshuatx.us](http://cityofjoshuatx.us)) on the Agenda/Minutes/Recordings page. Speaker cards received by 5:00 pm on or before the day of the meeting will be read during open session by the City Secretary.

**By phone:** Please call 817/558-7447 ext. 2003 by 5:00 pm on or before the day of the meeting and provide your name, address, and question. The City Secretary will read all questions in the order they are received.

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

**B. PLEDGE OF ALLEGIANCE**

1. United States of America
2. Texas Flag

**C. INVOCATION**

**D. WORK SESSION**

1. Review and discuss questions related to the budget report and financial statement for May 2022. (Staff Resource: M. Peacock)
2. Discuss and give direction to staff regarding detention basins management practices. (Staff Resource: M. Peacock)
3. Discuss and give direction to staff regarding a no through truck zone on County Road 904. (Staff Resource: M. Peacock)
4. Discuss and receive update regarding training on Critical Incidents by the Joshua Police Department. (Staff Resource: Chief Gelsthorpe)

**E. 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.*

**F. CONSENT AGENDA**

1. Discuss, consider, and possible action on the meeting minutes of May 16, 2022, and May 19, 2022. (Staff Resource: A. Holloway)

**G. REGULAR AGENDA**

1. Discuss, consider, and possible action on approving the expenditure of \$13,868.00 to Johnson County for chip sealing the extension of Wagon Wheel Rd. (Staff Resource: M. Peacock)
2. Discuss, consider, and possible action on accepting the team of Randall Scott Architects and JE Dunn Construction "Request for Qualifications" and authorizing the city manager to negotiate a contract for professional services. (Staff Resource: M. Peacock)
3. Discussion on regulations of lot sizes for the Single-Family Residential District (R1) as requested by Danny Turpen.
4. Discuss, consider, and possible action on development agreements between the City of Joshua and property owners of parcels located on Oak Lane Dr. and CR 908 & authorize the city manager to execute all necessary documents. (Staff Resources: A. Holloway & M. Peacock)

**H. STAFF REPORT**

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

**I. 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.*

**J. ADJOURNMENT**

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

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

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

**CERTIFICATE:**

I hereby certify that the above agenda was posted on or before the June 10, 2022, 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 of Joshua**  
**Financial Statement (General Fund, Departmental Summary, Unaudited)**  
**As of May 31, 2022**

% OF YEAR COMPLETED: 66.64

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
<b>REVENUE SUMMARY</b>							
<b>Non-Departmental</b>							
Tax Revenue	141,385.38	116,424.84	(24,960.54)	3,645,547.59	4,294,980.00	84.88%	649,432.41
Charges for Services	45,459.46	42,649.77	(2,809.69)	351,996.27	512,000.00	68.75%	160,003.73
Licenses, Permits & Fees	236,636.29	108,767.64	(127,868.65)	732,074.11	914,815.00	80.02%	182,740.89
Grants & Contributions	1,700.00	395.23	(1,304.77)	4,664.84	3,600.00	129.58%	(1,064.84)
Intergovernmental Revenues	0.00	13,860.34	13,860.34	108,436.23	166,370.00	65.18%	57,933.77
Investment Earnings	15.87	249.90	234.03	85.84	3,000.00	2.86%	2,914.16
Miscellaneous	7,206.35	4,165.00	(3,041.35)	150,618.97	50,000.00	301.24%	(100,618.97)
Transfers In	0.00	28,333.33	28,333.33	4,172.70	782,200.00	0.53%	778,027.30
<b>TOTAL REVENUES</b>	<b>432,403.35</b>	<b>314,846.05</b>	<b>(117,557.30)</b>	<b>4,997,596.55</b>	<b>6,726,965.00</b>	<b>74.29%</b>	<b>1,729,368.45</b>
<b>EXPENDITURE SUMMARY</b>							
<b>Community Service</b>							
Utilities	4,258.17	3,415.30	(842.87)	30,105.21	41,000.00	73.43%	10,894.79
Community Events	0.00	1,714.28	1,714.28	18,492.09	37,000.00	49.98%	18,507.91
Contract & Professional Services	27,900.85	27,405.70	(495.15)	219,053.13	329,000.00	66.58%	109,946.87
Miscellaneous	7,217.13	7,336.46	119.33	32,129.73	80,715.00	39.81%	48,585.27
<b>TOTAL Community Service</b>	<b>39,376.15</b>	<b>39,871.74</b>	<b>495.59</b>	<b>299,780.16</b>	<b>487,715.00</b>	<b>61.47%</b>	<b>187,934.84</b>
<b>Non-departmental</b>							
Personnel	711.60	850.00	138.40	2,974.50	4,200.00	70.82%	1,225.50
Contract & Professional Services	2,389.46	5,718.64	3,329.18	67,469.71	114,750.00	58.80%	47,280.29
Debt Service	0.00	0.00	0.00	2,650.00	4,000.00	66.25%	1,350.00
Miscellaneous	108,811.52	13,449.08	(95,362.44)	241,191.06	183,804.00	131.22%	(57,387.06)
<b>TOTAL Non-departmental</b>	<b>111,912.58</b>	<b>20,017.72</b>	<b>(91,894.86)</b>	<b>314,285.27</b>	<b>306,754.00</b>	<b>102.46%</b>	<b>(7,531.27)</b>



**City of Joshua**  
**Financial Statement (General Fund, Departmental Summary, Unaudited)**  
**As of May 31, 2022**

% OF YEAR COMPLETED: 66.64

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
<b>Mayor &amp; Council</b>							
Personnel	40.00	0.00	(40.00)	40.00	2,000.00	2.00%	1,960.00
Supplies	<u>1,133.54</u>	<u>254.10</u>	<u>(879.44)</u>	<u>1,634.17</u>	<u>3,050.00</u>	<u>53.58%</u>	<u>1,415.83</u>
TOTAL Octoberor & Council	<u>1,173.54</u>	<u>254.10</u>	<u>(919.44)</u>	<u>1,674.17</u>	<u>5,050.00</u>	<u>33.15%</u>	<u>3,375.83</u>
<b>Administration</b>							
Personnel	69,570.74	52,183.86	(17,386.88)	409,825.45	651,990.00	62.86%	242,164.55
Supplies	1,058.44	6,212.90	5,154.46	23,472.28	44,570.00	52.66%	21,097.72
Repair & Maintenance	2,715.81	2,563.14	(152.67)	22,941.39	30,770.00	74.56%	7,828.61
Contract & Professional Services	872.17	934.62	62.45	93,367.87	176,340.00	52.95%	82,972.13
Utilities	1,330.55	2,713.17	1,382.62	14,797.75	32,570.00	45.43%	17,772.25
Miscellaneous	<u>2,196.22</u>	<u>958.28</u>	<u>(1,237.94)</u>	<u>7,120.25</u>	<u>11,500.00</u>	<u>61.92%</u>	<u>4,379.75</u>
TOTAL Administration	<u>77,743.93</u>	<u>65,565.97</u>	<u>(12,177.96)</u>	<u>571,524.99</u>	<u>947,740.00</u>	<u>60.30%</u>	<u>376,215.01</u>
<b>Police Department</b>							
Personnel	124,783.81	121,474.23	(3,309.58)	916,583.86	1,480,810.00	61.90%	564,226.14
Supplies	1,117.48	3,177.80	2,060.32	23,881.45	32,250.00	74.05%	8,368.55
Repair & Maintenance	1,614.93	7,688.97	6,074.04	42,269.06	73,000.00	57.90%	30,730.94
Contract & Professional Services	3,901.16	1,739.30	(2,161.86)	105,487.96	136,880.00	77.07%	31,392.04
Utilities	1,290.19	1,999.20	709.01	9,925.54	24,000.00	41.36%	14,074.46
Capital Outlay	0.00	1,416.67	1,416.67	17,780.82	33,400.00	53.24%	15,619.18
Debt Service	(3,523.79)	1,570.00	5,093.79	39,143.18	18,840.00	207.77%	(20,303.18)
Miscellaneous	<u>0.00</u>	<u>33.33</u>	<u>33.33</u>	<u>56.00</u>	<u>400.00</u>	<u>14.00%</u>	<u>344.00</u>
TOTAL Police Department	<u>129,183.78</u>	<u>139,099.50</u>	<u>9,915.72</u>	<u>1,155,127.87</u>	<u>1,799,580.00</u>	<u>64.19%</u>	<u>644,452.13</u>

**City of Joshua**  
**Financial Statement (General Fund, Departmental Summary, Unaudited)**  
**As of May 31, 2022**

% OF YEAR COMPLETED: 66.64

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
<b>Public Works</b>							
Personnel	31,173.65	27,819.90	(3,353.75)	182,005.02	364,510.00	49.93%	182,504.98
Supplies	23,128.55	79,309.75	56,181.20	177,196.10	773,355.00	22.91%	596,158.90
Repair & Maintenance	2,987.43	10,100.07	7,112.64	68,301.03	99,800.00	68.44%	31,498.97
Contract & Professional Services	2,320.00	1,685.99	(634.01)	5,724.99	20,240.00	28.29%	14,515.01
Utilities	361.19	641.41	280.22	3,113.95	7,700.00	40.44%	4,586.05
Micellaneous	0.00	833.33	833.33	0.00	10,000.00	0.00%	10,000.00
Capital Outlay	0.00	0.00	0.00	103,876.58	103,885.00	99.99%	8.42
Debt Service	26,605.64	3,671.25	(22,934.39)	26,605.64	44,055.00	60.39%	17,449.36
<b>TOTAL Public Works</b>	<b>86,576.46</b>	<b>124,061.70</b>	<b>37,485.24</b>	<b>566,823.31</b>	<b>1,423,545.00</b>	<b>39.82%</b>	<b>856,721.69</b>
<b>Municipal Court</b>							
Personnel	7,672.13	5,674.32	(1,997.81)	47,523.25	71,046.00	66.89%	23,522.75
Supplies	112.94	154.10	41.16	949.66	1,850.00	51.33%	900.34
Repair & Maintenance	216.59	166.60	(49.99)	1,498.92	2,000.00	74.95%	501.08
Contract & Professional Services	2,585.00	2,951.36	366.36	19,376.00	35,420.00	54.70%	16,044.00
Miscellaneous	0.00	83.30	83.30	291.40	1,000.00	29.14%	708.60
<b>TOTAL Municipal Court</b>	<b>10,586.66</b>	<b>9,029.68</b>	<b>(1,556.98)</b>	<b>69,639.23</b>	<b>111,316.00</b>	<b>62.56%</b>	<b>41,676.77</b>
<b>Development Services</b>							
Personnel	31,436.70	20,923.95	(10,512.75)	176,929.07	265,955.00	66.53%	89,025.93
Supplies	1,362.87	433.16	(929.71)	6,245.03	5,200.00	120.10%	(1,045.03)
Repair & Maintenance	573.17	2,016.60	1,443.43	2,224.91	24,200.00	9.19%	21,975.09
Contract & Professional Services	7,392.50	15,711.75	8,319.25	67,289.10	188,545.00	35.69%	121,255.90
Utilities	294.41	442.45	148.04	1,368.10	5,310.00	25.76%	3,941.90
Debt Service	1,279.44	472.08	(807.36)	20,848.80	5,665.00	368.03%	(15,183.80)
<b>TOTAL Development Services</b>	<b>42,339.09</b>	<b>39,999.99</b>	<b>(2,339.10)</b>	<b>274,905.01</b>	<b>494,875.00</b>	<b>55.55%</b>	<b>219,969.99</b>

**City of Joshua**  
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	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
<b>Animal Control</b>							
Personnel	15,993.40	10,826.70	(5,166.70)	95,644.18	138,064.00	69.28%	42,419.82
Supplies	900.89	1,530.20	629.31	11,809.46	18,370.00	64.29%	6,560.54
Repair & Maintenance	2,194.05	10,500.44	8,306.39	29,928.63	126,055.00	23.74%	96,126.37
Contract & Professional Services	614.29	754.81	140.52	5,642.91	9,060.00	62.28%	3,417.09
Utilities	967.56	1,349.46	381.90	7,718.88	16,200.00	47.65%	8,481.12
<b>TOTAL Animal Control</b>	<b>20,670.19</b>	<b>24,961.61</b>	<b>4,291.42</b>	<b>150,744.06</b>	<b>307,749.00</b>	<b>48.98%</b>	<b>157,004.94</b>
<b>Fire Department</b>							
Personnel	47,916.39	44,446.90	(3,469.49)	322,622.42	579,530.00	55.67%	256,907.58
Supplies	11,920.59	6,546.75	(5,373.84)	58,831.48	78,575.00	74.87%	19,743.52
Repair & Maintenance	2,853.76	9,266.03	6,412.27	66,245.53	96,580.00	68.59%	30,334.47
Contract & Professional Services	1,835.00	2,965.47	1,130.47	20,409.00	35,600.00	57.33%	15,191.00
Utilities	2,482.67	2,865.52	382.85	22,680.41	34,400.00	65.93%	11,719.59
Debt Service	0.00	6,020.83	6,020.83	0.00	72,250.00	0.00%	72,250.00
Miscellaneous	196.60	2,292.81	2,096.21	13,626.34	23,950.00	56.89%	10,323.66
<b>TOTAL Fire Department</b>	<b>67,205.01</b>	<b>74,404.31</b>	<b>7,199.30</b>	<b>504,415.18</b>	<b>920,885.00</b>	<b>54.78%</b>	<b>416,469.82</b>
<b>Park Maintenance</b>							
Personnel	20038.85	16,257.27	(3,781.58)	125,828.98	189,730.00	66.32%	63,901.02
Supplies	1,595.98	1,199.52	(396.46)	12,668.05	14,400.00	87.97%	1,731.95
Repair & Maintenance	226.63	1,978.42	1,751.79	8,697.24	23,750.00	36.62%	15,052.76
Contract & Professional Services	170.00	169.93	(0.07)	1,360.00	2,040.00	66.67%	680.00
Utilities	2,781.45	20,627.24	17,845.79	18,406.88	87,530.00	21.03%	69,123.12
Debt Service	1,352.97	0.00	(1,352.97)	21,166.41	0.00	#DIV/0!	(21,166.41)
Capital Outlay	25,748.00	1,990.87	(23,757.13)	40,748.00	23,900.00	170.49%	(16,848.00)
<b>TOTAL Park Maintenance</b>	<b>51,913.88</b>	<b>42,223.25</b>	<b>(9,690.63)</b>	<b>228,875.56</b>	<b>341,350.00</b>	<b>67.05%</b>	<b>112,474.44</b>

**City of Joshua**  
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Fire Marshal							
Personnel	9591.2	9,265.24	(325.96)	65,227.28	109,040.00	59.82%	43,812.72
Supplies	20.00	1,083.34	1,063.34	1,509.23	13,000.00	11.61%	11,490.77
Contract & Professional Services	0.00	396.67	396.67	3,856.25	4,760.00	81.01%	903.75
Utilities	34.62	65.00	30.38	207.72	780.00	26.63%	572.28
Miscellaneous	0.00	41.67	41.67	0.00	500.00	0.00%	500.00
TOTAL Fire Marshal	<u>9,645.82</u>	<u>10,851.92</u>	<u>1,206.10</u>	<u>70,800.48</u>	<u>128,080.00</u>	<u>55.28%</u>	<u>57,279.52</u>
TOTAL EXPENDITURES	<u>648,327.09</u>	<u>590,341.49</u>	<u>(57,985.60)</u>	<u>4,208,595.29</u>	<u>7,274,639.00</u>	<u>57.85%</u>	<u>3,066,043.71</u>
TOTAL REVENUES OVER/UNDER EXPENDITURES	<u>(215,923.74)</u>	<u>(275,495.44)</u>	<u>(59,571.70)</u>	<u>789,001.26</u>	<u>(547,674.00)</u>		<u>(1,336,675.26)</u>



**City Council Agenda  
June 16, 2022**

**Minutes Resolution**

**Discussion Item**

**Agenda Description:**

Discussion and give direction to staff regarding detention basins management practices to aid.

**Background Information:**

Detention basins are not being maintained causing mosquito infestations in some areas. Staff feels we could improve with other practices in place.

**Financial Information:**

N/A

**City Contact and Recommendations:**

Kristin Hubacek, Public Works Director

Authorize staff to move forward with updated detention basin maintenance practices.

**Attachments:**













**City Council Agenda  
June 16, 2022**

**Minutes Resolution**

**Discussion Item**

**Agenda Description:**

Discussion & give direction to staff regarding a no through truck zone on County Road 904.

**Background Information:**

Heavy trucks are using County Road 904 as a route from Highway 174 to Chisholm Trail Toll Road resulting in constant damage and repairs.

**Financial Information:**

N/A

**City Contact and Recommendations:**

Kristin Hubacek, Public Works Director

Authorize staff to move forward with no through truck zone.

**Attachments:**



## Speed Enforcement Evaluator

### Location

CR 904

### Total Percentage of Enforceable Violations

### Closest Cross Street

Wagon Wheel

### GPS

Latitude: 0.000000

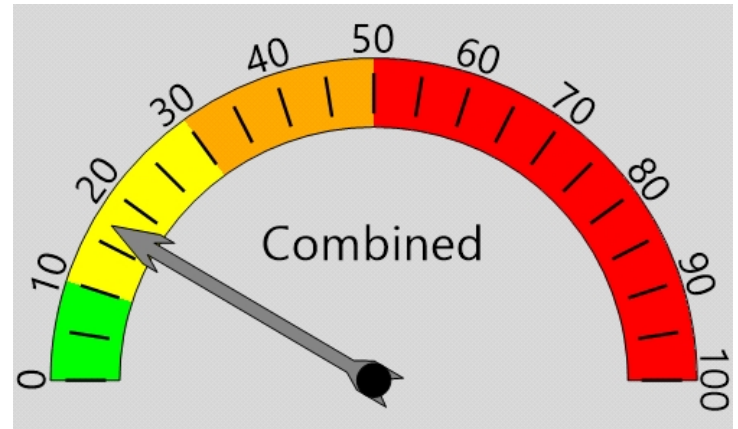
Longitude: 0.000000

### Analysis Dates

Start: 6/1/2022

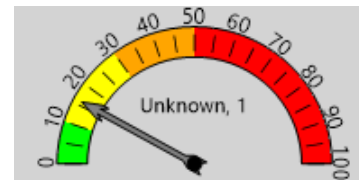
End: 6/8/2022

Posted Speed Limit 30 MPH  
Enforcement Tolerance 10 MPH  
Enforcement Limit Greater than 40 MPH



Percent Speeding: 17%

Rating: Medium Low



Percent Speeding: 16%

Rating: Medium Low



Percent Speeding: 19%

Rating: Medium Low

#### Vehicle Totals - Combined

<= 2	<= 4	<= 6	<= 8	<= 10	<= 12	<= 14	<= 16	<= 18	<= 20	<= 22	<= 24	<= 26	> 26
0	0	0	1	10	32	102	144	175	270	262	286	355	10470

85th Percentile: 40.9

#### Vehicle Totals - Unknown, 1

<= 2	<= 4	<= 6	<= 8	<= 10	<= 12	<= 14	<= 16	<= 18	<= 20	<= 22	<= 24	<= 26	> 26
0	0	0	1	10	10	12	25	33	45	70	113	149	4974

85th Percentile: 40.9

#### Vehicle Totals - Unknown, 2

<= 2	<= 4	<= 6	<= 8	<= 10	<= 12	<= 14	<= 16	<= 18	<= 20	<= 22	<= 24	<= 26	> 26
0	0	0	0	0	22	90	119	142	225	192	173	206	5496

85th Percentile: 40.9

## Location



CR 904  
Wagon Wheel  
Latitude: 0.000000  
Longitude: 0.000000

## Analysis Time Period



Start	End
6/1/2022 12:00 AM	6/8/2022 9:44 PM

## Vehicles Analyzed



# 12,107

### 0 to 8'

0 to 8'  
Volume: 42  
Average Speed: 28 MPH  
Average Length: 2' 5"

### >8 to 20'

>8 to 20'  
Volume: 5,143  
Average Speed: 36 MPH  
Average Length: 15' 7"

### >20 to 40'

>20 to 40'  
Volume: 5,935  
Average Speed: 35 MPH  
Average Length: 26' 6"

### >40 to 70'

>40 to 70'  
Volume: 664  
Average Speed: 28 MPH  
Average Length: 49' 4"

### >70'

>70'  
Volume: 323  
Average Speed: 21 MPH  
Average Length: 81' 9"



Date: June 6, 2022

To: Mike Peacock, City Manager

From: David Gelsthorpe, Chief of Police

Subject: Responses to Critical Incidents involving Joshua ISD PD

The current Memorandum of Understanding (MOU) between the City of Joshua, on behalf of its Police Department and the Joshua Independent School District, on behalf of its Police Department, outlines the response and responsibilities of the Joshua Police Department to a critical incident on property under the control of Joshua ISD School Board.

The current MOU provides the Joshua Police Department will provide initial law enforcement response to any major police incident to include an active shooter, barricaded person or hostage incident occurring on Joshua ISD property located within the city limits of the City of Joshua. The MOU further states the Joshua Police Department may assume initial command of any incident until a representative of the JISD Police Department is available.

The MOU stipulates the JISD Police Department will have primary law enforcement jurisdiction involving any property owned, leased, rented or otherwise under the control of the Joshua ISD School Board.

Officers of the Joshua Police Department receive training in active shooter response and utilize opportunities for continued education in active shooter response. Although no current training exists between the Joshua Police Department and the Joshua ISD Police Department, the acting Chief of Police for the Joshua ISD Police Department has been tasked with establishing a joint training program for the two agencies. This joint training venture is now being supported by the Superintendent for Joshua ISD.



**MINUTES  
CITY COUNCIL REGULAR MEETING  
COUNCIL CHAMBERS  
MAY 19, 2022  
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 the Joshua City Hall, located at 101 S. Main St., Joshua, Texas, on May 19, 2022. 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/86239399140?pwd=4OJnYU9kbPaUpMAHqAsoAZR89Wj1K3R.1>

Meeting ID: 86239399140 Passcode: 426878 or dial 1346287799

**PRESENT**

Mayor Joe Hollarn  
Place 1 Rick DePriest  
Place 2 Mike Kidd  
Place 3 Angela Nichols  
Place 4 Merle Breitenstein  
Place 6 Scott Kimble

**STAFF PRESENT**

Mike Peacock, City Manager  
Amber Bransom, Asst. City Manager  
Aaron Maldonado, Dev. Services Director  
David Gelsthorpe, Police Chief  
Terry Welch, City Attorney  
Alice Holloway, City Secretary

**ABSENT**

Place 5 Robert Fleming

**A member of the public who would like to submit a question on any item listed on this agenda may do so via the following options:**

**Online:** An online speaker card is located on the City's website ([cityofjoshuatx.us](http://cityofjoshuatx.us)) on the Agenda/Minutes/Recordings page. Speaker cards received by 5:00 pm on or before the day of the meeting will be read during open session by the City Secretary.

**By phone:** Please call 817/558-7447 ext. 2003 by 5:00 pm on or before the day of the meeting and provide your name, address, and question. The City Secretary will read all questions in the order they are received.

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

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

**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 April 2022.

City Manager Peacock presented the report and statement.

2. Discuss and give direction on revising the current contract with Waste Connections.

Asst. City Manager Bransom state that Waste Connection is asking the city to consider going to automatic trash service. In addition, going to one day a week for trash service.

City Manager Peacock stated that the city will seek input from the citizens and will bring this item back in June for consideration.

#### **E. 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.*

1. Proclamation recognizing Miller Quinn on his accomplishments for winning District 14-5A Cross Country meet in October 2021.

Mayor Hollarn read out loud and presented a proclamation recognizing Miller Quill on his accomplishments for winning District 14-5A Cross Country in October 2021.

2. Recognition of Council Member Rick DePriest for his service and dedication to the City of Joshua.

Mayor Hollarn presented Council Member Rick DePriest with a plaque for his service and dedication to the City of Joshua.

3. Recognition of Mayor Joe Hollarn for his service and dedication to the City of Joshua.

Council Member Kimble presented Mayor Hollarn with a plaque for his service and dedication to the City of Joshua.

4. Presentation of Certificates of Election and administer the Oath of Office to the newly elected official(s).

Mayor Hollarn presented Scott Kimble, Shelley Anderson, and Johnny Waldrup with Certificates of Election. City Secretary Holloway immediately administered Oath of Offices to the newly elected officials.

#### **F. CONSENT AGENDA**

1. Discuss, consider, and possible action on approving meeting minutes from the April 21, 2022.

Motion made by Place 4 Breitenstein to approve the Consent Agenda. Seconded by Place 2 Kidd.  
Voting Yea: Mayor Hollarn, Place 1 DePriest, Place 3 Nichols, Place 6 Kimble

#### **G. REGULAR AGENDA**

1. Discuss, consider, and possible action on appointment of a Mayor Pro-Tem for a term of one year. (Staff Resources: A. Holloway)

Motion made by Mayor Kimble to appoint Mike Kidd as Mayor Pro Tem, Seconded by Place 6 Anderson.

Voting Yea: Mayor Kimble, Place 1 Waldrip, Place 2 Kidd, Place 3 Nichols, Place 4 Breitenstein, Place 6 Anderson

2. Public hearing on a request for a zoning change regarding approximately 60.19 acre of land in the McKinney & Williams Survey, Abstract No. 636, County of Johnson, Texas, located at 1280 Stadium Dr. to change from (A) Agricultural District to the (R1) Single Family Residential District to allow for the construction of a residential subdivision. (Staff Resources: A. Maldonado)

Staff Presentation

Owner's Presentation

Those in Favor

Those Against

Owner's Rebuttal

Mayor Kimble opened the public hearing at 7:20 pm.

Staff Presentation- Aaron Maldonado, Director of Development services stated the following:

The vacant property has never been platted and was originally zoned as the Agricultural District. This property is zoned (A) Agricultural District. The proposed development of this property is to allow for the property to be subdivided for the construction of a residential subdivision containing a minimum of 10,000 square feet lots and follow all of the (R1) Single Family Residential District regulations.

This development will be required to submit engineered construction plans and will also be required to preliminary plat and final plat, the City has agreed that these matters may be part of the construction and platting review process.

After no more comments, Mayor Kimble closed the public hearing at 7:22 pm.

3. Discuss, consider, and possible action on approving a zoning change regarding approximately 60.19 acre of land in the McKinney & Williams Survey, Abstract No. 636, County of Johnson, Texas, located at 1280 Stadium Dr. to change from (A) Agricultural District to the (R1) Single Family Residential District to allow for the construction of a residential subdivision. (Staff Resources: A. Maldonado)

Motion made by Place 1 Waldrip to approve the zoning change regarding approximately 60.19 acres of land in the McKinney & Williams Survey, Abstract No. 636, Seconded by Place 2 Kidd.

Voting Yea: Mayor Kimble, Place 1 Waldrip, Place 2 Kidd, Place 3 Nichols, Place 4 Breitenstein, Place 6 Anderson.

4. Discuss, consider, and possible action regarding a request to authorize the painting of the business name on the front of the building located at 107 N. Main-Suite A. (Staff Resources: A. Maldonado)

Motion made by Place 4 Breitenstein to authorize the painting of the business name on the front of the building located at 107 N. Main-Suite A, Seconded by Place 2 Kidd. Item 1.

Voting Yea: Mayor Kimble, Place 1 Waldrip, Place 2 Kidd, Place 3 Nichols, Place 4 Breitenstein, Place 6 Anderson.

5. Discuss, consider, and possible action on approving an agreement for IT Services.

City Council directed staff to proceed with finding a new IT Services Company and bring the contract back to council to ratify.

#### **H. STAFF REPORT- April 2022**

1. Police Department
2. Municipal Court
3. Public Works Department
4. Utility Billing Department
5. Parks Department
6. Development Services Department
7. Fire Department
8. City Secretary's Office

#### **I. 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.*

#### **J. ADJOURNMENT**

Mayor Kimble adjourned the meeting at 7:38 pm.

---

Scott Kimble, Mayor

ATTEST:

---

Alice Holloway, TRMC  
City Secretary

Approved: June 16, 2022



**MINUTES  
CITY COUNCIL SPECIAL MEETING  
COUNCIL CHAMBERS  
MAY 16, 2022  
11:00 AM**

The Joshua City Council will hold a Special Meeting in the Council Chambers at the Joshua City Hall, located at 101 S. Main St., Joshua, Texas, on May 16, 2022. 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.

**PRESENT**

Mayor Joe Hollarn  
Place 4 Merle Breitenstein

**STAFF PRESENT**

Alice Holloway

**ABSENT**

Place 1 Rick DePriest  
Place 2 Mike Kidd  
Place 3 Angela Nichols  
Place 5 Robert Fleming  
Place 6 Scott Kimble

**Join Zoom Meeting:**

<https://us02web.zoom.us/j/86777930638?pwd=nmxAyRjYIMuPk0rL75RQgpL-OTBC0.1>

Meeting ID: 86777930638 Passcode: 324101 or dial 3462487799

**A member of the public who would like to submit a question on any item listed on this agenda may do so via the following options:**

**Online:** An online speaker card is located on the City's website ([cityofjoshuatx.us](http://cityofjoshuatx.us)) on the Agenda/Minutes/Recordings page. Speaker cards received by 5:00 pm on or before the day of the meeting will be read during open session by the City Secretary.

**By phone:** Please call 817/558-7447 ext. 2003 by 5:00 pm on or before the day of the meeting and provide your name, address, and question. The City Secretary will read all questions in the order they are received.

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

Mayor Hollarn announced a quorum and called the meeting to order at 11:00 am.

**B. 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.*



**C. REGULAR AGENDA**

1. Discuss, consider, and possible action on an Ordinance canvassing the returns and declaring the results of the May 7, 2022, City of Joshua General Election. (Staff Resources: A. Holloway)

Mayor Joe Hollarn read outline the following returns:

**MAYOR**

<b>Candidate</b>	<b>Early Voting</b>	<b>Election Day</b>	<b>BBM</b>	<b>Total Votes</b>	<b>Percentage</b>
Scott Kimble	117	149	39	305	100 %

**COUNCIL MEMBER PLACE 1**

<b>Candidate</b>	<b>Early Voting</b>	<b>Election Day</b>	<b>BBM</b>	<b>Total Votes</b>	<b>Percentage</b>
Johnny Waldrip	104	144	38	286	100 %

**COUNCIL MEMBER PLACE 3**

<b>Candidate</b>	<b>Early Voting</b>	<b>Election Day</b>	<b>BBM</b>	<b>Total Votes</b>	<b>Percentage</b>
Avery Owen	32	49	17	98	28.91 %
Angela Nichols	93	125	23	241	71.09 %

Motion made by Place 4 Breitenstein to approve the Ordinance canvassing the returns and declaring the results of the May 7, 2022, General Election, Seconded by Mayor Hollarn.

Voting Yea: Mayor Hollarn, Place 4 Breitenstein

**D. 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.*

**E. ADJOURNMENT**

Mayor Kimble adjourned the meeting at 11:02 pm.

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

ATTEST:

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

Approved: June 16, 2022



**City Council Agenda  
June 16, 2022**

**Minutes Resolution**

**Action Item**

**Agenda Description:**

Discuss, consider, and possible action on approving the expenditure of \$13,868.00 to Johnson County for chip sealing the extension of Wagon Wheel Rd.

**Background Information:**

This will extend the service life of the street.

**Financial Information:**

Will be billed to our current street repair and maintenance budget.

**City Contact and Recommendations:**

Kristin Hubacek, Public Works Director

Staff recommends approval.

**Attachments:**

1) Johnson County Pct. 4 Interlocal

**REQUEST FOR AGENDA PLACEMENT FORM****Submission Deadline – Tuesday, 12:00 PM before Court Dates****SUBMITTED BY:** Kenny Howell**TODAY'S DATE:** 06/08/2022**DEPARTMENT:****X** Commissioner PCT 2**SIGNATURE OF DEPARTMENT HEAD:****X** **REQUESTED AGENDA DATE:****X** 06/27/2022**SPECIFIC AGENDA WORDING:**

Consideration to approve an Interlocal agreement with the City of Joshua to Chip Seal Wagon Wheel Rd-Precinct 2

**PERSON(S) TO PRESENT ITEM:**Kenny Howell  
Commissioner PCT 2**SUPPORT MATERIAL: (Must enclose supporting documentation)****TIME:**

5 Min.

**ACTION ITEM:****X**

(Anticipated # of minutes needed to discuss item)

**WORKSHOP:****CONSENT:****EXECUTIVE:****STAFF NOTICE:****COUNTY ATTORNEY:****X****ISS DEPARTMENT:****AUDITOR:****PURCHASING DEPT:****PERSONNEL:****PUBLIC WORKS:****BUDGET COORDINATOR****OTHER:**

\*\*\*\*\*This Section to be Completed by County Judge's Office\*\*\*\*\*

ASSIGNED AGENDA DATE:

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE:

**RICK BAILEY**  
Commissioner Pct. #1

**ROGER HARMON**  
County Judge

**MIKE WHITE**  
Commissioner Pct.#3

**KENNY HOWELL**  
Commissioner Pct. #2

**Carla Hester**  
Assistant to Commissioner's Court

**LARRY WOOLLEY**  
Commissioner Pct.#4

## COMMISSIONERS COURT APPROVAL FOR INTERLOCAL AGREEMENT PROJECT

WHEREAS, the Commissioners Court of Johnson County, Texas has considered and approved an Interlocal Agreement pursuant to Chapter 791 of the Texas Government Code regarding the following project to construct, improve, or repair a building, or road or other facility.

The project to be undertaken is:

Chip Seal Wagon Wheel Road within the jurisdiction of the City of Joshua

The location of the project is:

Wagon Wheel Road

THEREFORE, the Commissioners Court of Johnson County, Texas hereby approves the above referenced project as required by Section 791.014, Texas Government Code.

Executed on the 27<sup>th</sup> day of June, 2022.

Roger Harmon, Johnson County Judge

Voted: \_\_\_ yes, \_\_\_ no, \_\_\_ abstained

Rick Bailey, Comm. Pct. #1

Voted: \_\_\_ yes, \_\_\_ no, \_\_\_ abstained

Kenny Howell, Comm. Pct. #2

Voted: \_\_\_ yes, \_\_\_ no, \_\_\_ abstained

Mike White, Comm. Pct. #3

Voted: \_\_\_ yes, \_\_\_ no, \_\_\_ abstained

Larry Woolley, Comm. Pct. #4

Voted: \_\_\_ yes, \_\_\_ no, \_\_\_ abstained

ATTEST: \_\_\_\_\_  
Becky Ivey, County Clerk

**ORIGINAL**

STATE OF TEXAS §

COUNTY OF JOHNSON §

**INTERLOCAL AGREEMENT FOR ROAD CONSTRUCTION AND REPAIR**

This Agreement is made and entered into pursuant to Chapter 791, Government Code, Vernon' Texas Code Annotated, on the \_\_\_\_ day of \_\_\_\_\_, 2022, by Johnson County, Texas, through its Commissioners Court and the City of Joshua, Texas (hereinafter referred to as "City") for the purpose of road construction and repair in Johnson County, Texas and within the corporate limits of City.

Therefore the parties agree as follows:

1. Total charges for this Agreement are detailed on Attachment A-"Schedule of Standard Charges for Interlocal Agreements."
2. Johnson County will construct or repair roads identified in Attachment B.
3. Payment of total charges for this Agreement is due and payable within Thirty (30) days of receipt of an invoice for said amount from the Treasurer's Office of Johnson County, Texas.

**Payment is to be made to:**

**Johnson County Treasurer's Office  
2 North Main Street  
Cleburne, TX 76031**

4. Any unpaid balance remaining after thirty (30) days from receipt of invoice shall earn interest at the maximum interest rate per annum allowed by law until paid.
5. Payment under this Agreement shall be made from current revenues available to the party making payment.
6. All work will be done in a workmanlike manner as measured by Johnson County's usual practice in said work to be performed. Johnson County shall be in charge of all control, procedures, means, coordination, and final inspection of this Agreement in regards to said work to be performed.
7. Nothing herein shall alter or change the legal responsibility under existing law for a party, nor will this Agreement cause Johnson County to incur additional liability other than liability it would have under the law without this Agreement. To the extent permitted by law, City agrees to indemnify and hold harmless Johnson County, its agents, and employees, from all suits, claims, damages, losses, and expenses, including reasonable attorney fees arising out of the County's performance or non-performance of the work to be performed.
8. This Agreement represents the entire and integrated agreement between Johnson County and City and supersedes all prior negotiations, representations and/or agreements either written or oral. This agreement may be amended only by written instruments signed by Johnson County and City.

9. The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas.
10. In the event that any portion of this agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.
11. This Agreement may be terminated at any time, by either party giving thirty (30) days advanced notice to the other party. In the event of such termination of either party, Johnson County shall be compensated for the costs of all materials and/or labor performed to termination date as authorized by this Agreement.
12. The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the authority to execute this Agreement on behalf of the parties hereto, and each party certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

Executed in multiple originals on the \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
**Roger Harmon, Johnson County Judge**

Voted: \_\_\_\_ yes, \_\_\_\_ no, \_\_\_\_ abstained

\_\_\_\_\_  
**Rick Bailey, Comm. Pct. #1**

Voted: \_\_\_\_ yes, \_\_\_\_ no, \_\_\_\_ abstained

\_\_\_\_\_  
**Kenny Howell, Comm. Pct. #2**

Voted: \_\_\_\_ yes, \_\_\_\_ no, \_\_\_\_ abstained

\_\_\_\_\_  
**Mike White, Comm. Pct. #3**

Voted: \_\_\_\_ yes, \_\_\_\_ no, \_\_\_\_ abstained

\_\_\_\_\_  
**Larry Woolley, Comm. Pct. #4**

Voted: \_\_\_\_ yes, \_\_\_\_ no, \_\_\_\_ abstained

**ATTEST:**

\_\_\_\_\_  
**Becky Ivey, County Clerk**

\_\_\_\_\_  
**Authorized Official of City**

\_\_\_\_\_  
**Printed Name of Authorized City Official**

**ORIGINAL****JOHNSON COUNTY COMMISSIONER, PCT 2****INVOICE**

Kenny Howell  
 3425 CR 920  
 Crowley, TX 76036  
 Phone: (817) 297-1926  
 Fax: (817) 447-0500  
 Email: [PCT2@johnsoncountytexas.org](mailto:PCT2@johnsoncountytexas.org)

**SOLD TO:**

CITY OF JOSHUA  
 c/o KRISTEN HUBACEK  
 101 S. MAIN STREET  
 JOSHUA, TX 76058

**INVOICE #** CC06272022\_PCT2

**INVOICE DATE:** December 8, 2021

<b>Roads</b>		<b>Sub-Total</b>
<b>Material</b>		<b>\$ 11,480.00</b>
<b>Equipment and Labor</b>		<b>\$ 2,388.00</b>
<b>Hauling Cost</b>		<b>\$ 0.00</b>
	<b>Total Due</b>	<b>\$ 13,868.00</b>

**MAKE CHECK PAYABLE TO:**

**JOHNSON COUNTY**

Please include a copy of this invoice when sending payment

**SEND PAYMENT TO:**

Johnson County Treasurer  
 2 North Main Street  
 Cleburne, TX 76033

If you have any questions or concerns, please feel free to contact the PCT 2 Commissioner's office at (817) 297-1926.

**THANK YOU!**

PAID: Check # \_\_\_\_\_ Cash \_\_\_\_\_ Other \_\_\_\_\_ Received By: \_\_\_\_\_  
 Initials

**JOHNSON COUNTY, TEXAS  
SCHEDULE OF STANDARD CHARGES FOR INTERLOCAL AGREEMENT  
ATTACHMENT B**

**City of Joshua**

**Seal Coat Wagon Wheel Road within the jurisdiction of the City of Joshua by  
Johnson County Precinct 2**

<b>Total Cost</b>	<b><u>\$13,868.00</u></b>
-------------------	---------------------------



**JOHNSON COUNTY, TEXAS**  
**SCHEDULE OF COSTS FOR PRECINCT SERVICES**  
**Approved in Commissioners Court on Monday, June 27, 2022**

**DATE:** June 8, 2022

**ROAD NAME:** Wagon Wheel Road      Chip Seal    one time

		\$ AMOUNTS	Qty	
<b>SERVICES:</b>	Basic Labor	\$35.00 per hour	Hr	\$0.00
	Culverts (Installation Only)	\$18.00 per foot	Ft	\$0.00
<b>MATERIALS:</b>	CRS-2 Emulsion	\$2.87 per gal.	4000 Gal	\$11,480.00
	D-Rock	\$11.00 per ton	Ton	\$0.00
	Flex Base, Grade 2	\$5.00 per ton	Ton	\$0.00
	Hot Mix Asphalt	\$61.00 per ton	Ton	\$0.00
	<b>Total Materials:</b>			
<b>HAULING:</b>	Hauling	\$6.00 per mile	Mi.	\$0.00
	Haul off Brush Loads	6T per Ld	Ld.	\$0.00
<b>EQUIPMENT:</b>	<b>Minimum charge -- 4 hours</b>			
	Backhoe w/ operator	\$76.00 per hour	Hr	\$0.00
Dump, F750's,	Bobtails w/operator	\$67.00 per hour	Hr	\$0.00
	Broom w/ operator	\$76.00 per hour	Hr	\$0.00
	Brushcutter w/operator	\$76.00 per hour	Hr	\$0.00
	Chip spreader w/operator	\$105.00 per hour	4 Hr	\$420.00
	Compactor w/operator	\$76.00 per hour	Hr	\$0.00
	Crack Sealer w/operator	\$105.00 per hour	Hr	\$0.00
	Distributor w/ operator	\$105.00 per hour	4 Hr	\$420.00
	Durapatcher w/ 2 operators	\$105.00 per hour	Hr	\$0.00
	Excavator w/ operator	\$76.00 per hour	Hr	\$0.00
	Gradall w/ operator	\$105.00 per hour	Hr	\$0.00
	Loader w/ operator	\$83.00 per hour	4 Hr	\$332.00
SPREAD BASE	Motorgrader [Blade]w/oper	\$105.00 per hour	Hr	\$0.00
	Pickups w/ operator	\$47.00 per hour	Hr	\$0.00
	Reclaimer w/ operator	\$155.00 per hour	Hr	\$0.00
	Roller w/ operator	\$76.00 per hour	Hr	\$0.00
	Track machine w/ operator	\$126.00 per hour	Hr	\$0.00
16,26,27,35,37	Truck w/ operator	\$76.00 per hour	16 Hr	\$1,216.00
	Water truck w/ operator	\$76.00 per hour	Hr	\$0.00
	Wood Chipper w/ operator	\$105.00 per hour	Hr	\$0.00
				\$13,868.00

**PLEASE MAKE CHECKS PAYABLE TO:**  
**PLEASE MAIL TO:**

**JOHNSON COUNTY TREASURER**  
**JOHNSON COUNTY TREASURER**  
**2 NORTH MAIN STREET**  
**CLEBURNE, TEXAS 76033**



**City Council Agenda  
June 16, 2022**

**Minutes Resolution**

**Action Item**

**Agenda Description:**

Discuss, consider, and possible action on accepting the team of Randall Scott Architects and JE Dunn Construction request for Qualification and authorizing the city manager to negotiate a contract for professional services.

**Background Information:**

The City issued a Request for Qualification for a Design Build team for the construction of a potential new Police/City Hall Complex. Qualifications were due in on May 11, 2022 and we received 10 responses. I assembled a group of 5 that included 3 staff members and 2 council members to review and score the RFQ's and of the 10, the top 3 were brought in for interviews and presentations. Following the presentations, the recommendation was to recommend the team of Randall Scott Architects and JE Dunn Construction.

**Financial Information:**

To be determined

**City Contact and Recommendations:**

Accept the team of Randall Scott Architects and JE Dunn Construction and authorize the City Manager to negotiate a contract for professional services, to be submitted and approved by the City Council.

**Attachments:**



## City Council Agenda June 16, 2022

### Minutes Resolution

### Action Item

#### Agenda Description:

Discuss, consider, and possible action on development agreements between the City of Joshua and property owners of parcels located on Oak Lane Dr. and CR 908 & authorize the city manager to execute all necessary documents. (Staff Resources: A. Holloway & M. Peacock)

#### Background Information:

Below are the names with property information of citizens inside city limits that have signed (non) development agreements. These addresses covers all the locations in the Oak Lane Dr. that is currently inside city limits.

Courtney Dion Nowlin	1009 Oak Lane Dr	126.3436.00270
Charlotte Fowler	1001 Oak Lane Dr	126.3436.00300
Gloria & Jose Reyes	1120 Oak Lane Dr	126.3436.00615
Gloria & Jose Reyes	1120 Oak Lane Dr	126.3436.00610
Kimberly G Bransford	1116 Oak Lane Dr	126.3436.00600
Donald R Campbell	1112 Oak Lane Dr	126.3436.00590
Donald M McDaniel	1016 Oak Lane Dr	126.3436.00540
Blake Thompson	1008 Oak Lane Dr	126.3436.00530
Blake Thompson	1008 Oak Lane Dr	126.3436.00520
Blake Thompson	1008 Oak Lane Dr	126.3436.00510
Wynona Gulley	908 Cr 910	126.3436.00100

More information will be provided at the meeting.

#### Financial Information:

NA

#### City Contact and Recommendations:

Alice Holloway, City Secretary

Item 4.

Mike Peacock, City Manager

**Attachments:**

- 1) Map of the Oak Lane Dr. Area
- 2) Agreement (without information)-for reference only







STATE OF TEXAS                   §  
    §  
 COUNTY OF JOHNSON           §

### **DEVELOPMENT AGREEMENT**

This Development Agreement ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Joshua, Texas ("City"), and **«First Name» «Last Name»** ("Landowner," whether singularly or collectively). Landowner and the City are sometimes referred herein together as the "Parties" and individually as a "Party."

1. This Agreement is made pursuant to Section 43.016 and/or Subchapter G of Chapter 212 of the Texas Local Government Code, both as amended, to facilitate the continuation of the extraterritorial status of certain property ("Property") owned by Landowner, which Property consists of **«Total Acres»** acres, more or less, and which is shown and/or described in Exhibit A, attached hereto and incorporated by reference.

2. The City guarantees the continuation of the extraterritorial status of the Property, its immunity from annexation by the City, and its immunity from City property taxes for the Term (as hereinafter defined) of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in any annexation plan for the Term of this Agreement; however, in the event that the City annexes the Property for any reason authorized by this Agreement, the City shall provide those services to the Property required by Chapter 43 of the Texas Local Government Code, as amended.

3. For those properties subject to Chapter 23 of the Texas Tax Code, as amended, Landowner hereby covenants and agrees not to use the Property for any use other than for agriculture, wildlife management and/or timber land consistent with said Chapter 23. In the event Landowner develops, subdivides or plats the Property during the Term of this Agreement, Landowner agrees that the use and development of the Property pursuant to this Agreement shall conform to the uses, density, layout, permitting requirements (including but not limited to submittal of site plans and plats) and development standards (including but not limited to masonry requirements, parking standards and landscaping standards) set forth in the code of ordinances of the City (including but not limited to the City's zoning ordinance and subdivision regulations), as they exist or may be amended. For those properties subject to Section 212.172 of the Texas Local Government Code, as amended, Landowner hereby covenants and agrees not to use the Property for any use except the currently existing use of the Property. Landowner further agrees that any future development of the Property pursuant to this Agreement shall conform to the uses, density, layout, permitting requirements (including but not limited to submittal of site plans and plats) and development standards (including but not limited to masonry requirements, parking standards and landscaping standards) set forth in the code of ordinances of the City (including but not limited to the City's zoning ordinance and subdivision regulations), as they exist or may be amended. For purposes of building materials and masonry requirements, with respect to any and all structures to be constructed on the Property pursuant

to this any City requirements, Landowner hereby waives any right, requirement or enforcement of Texas Government Code §§ 3000.001-3000.005, as amended.

4. All structures on the Property as of the date of execution of this Agreement (“Pre-Existing Structures”) are found to be conforming structures, and the City shall take no action during the Term of this Agreement that, as a result, would make any Pre-Existing Structures nonconforming or illegal. Landowner shall have the right to rebuild or reconstruct any Pre-Existing Structures to its previous configuration; however, Landowner shall rebuild or reconstruct in accordance with the City’s then-existing building and construction codes.

5. Nothing in this Agreement prohibits the use of the Property as it currently is used as of the date of execution of this Agreement. Further, Landowner may construct any accessory structure(s) in compliance with applicable City ordinances and codes.

6. This Agreement shall be effective as of the date of execution of this Agreement for a period of twenty (20) years, with a termination date of July 1, 2042, unless agreed to otherwise by the Parties in writing (“Term”). On or before the expiration of the Term, the Parties may meet to agree on any mutually agreeable extension of this Agreement for an additional Term. In the event that there is no extension of this Agreement for an additional Term, after the termination date of this Agreement, the City may annex the Property during the five (5) year period following the date of termination of this Agreement. During a five (5) year period following the date of termination of this Agreement, the Property shall be subject to annexation at the sole discretion of the City and Landowner agrees that such annexation is and shall be deemed voluntary and Landowner hereby requests and irrevocably consents to such annexation.

7. The Parties agree that the City, in its sole discretion, shall determine whether Landowner is in compliance with this Agreement. The City and Landowner agree that the City, in its sole discretion, may initiate annexation proceedings for the Property if there is a violation of the terms of this Agreement or if Landowner requests annexation. In such event, Landowner agrees that such annexation is and shall be deemed voluntary and Landowner hereby requests and irrevocably consents to such annexation.

8. During the Term of this Agreement, in the event the Property is subdivided or Landowner files any development-related document for the Property with Johnson County or the City (except for the rebuilding or reconstruction of any Pre-Existing Structure, in accordance with Paragraph 4, above), this Agreement shall be rendered null and void and of no further effect, and the Property may be annexed by the City. Landowner agrees and acknowledges that if any plat or development-related document is filed in violation of this Agreement, or if Landowner commences development of the Property in violation of this Agreement, then in addition to the City’s other remedies, such act will constitute a petition for voluntary annexation by Landowner, and the Property will be subject to annexation at the discretion of the City. Landowner agrees that such annexation shall be voluntary and Landowner hereby requests and irrevocably consents to such annexation.

9. This Agreement is assignable. If all or any portion of the Property is sold, transferred or otherwise conveyed, Landowner shall give written notice to the City within five (5) business days thereof, and provide the City with the name, address, telephone number and contact person of the person or entity acquiring an interest in the Property. This Agreement shall run with the land, shall be filed in the property records of Johnson County, Texas, and shall be binding on and inure to the benefit of Landowner's successors and assigns. In conjunction with the City's approval of this Agreement, Landowner shall pay to the City applicable filing, administrative and recording fees in the amount of \$75.00.

10. Except as provided for in this Agreement, the Parties agree that Landowner shall be bound and subject to all development and subdivision ordinances of the City. Any construction on the Property shall be in accordance with applicable ordinances and regulations of the City, now existing or in the future arising, including any and all uniform building and construction codes, as adopted by the City.

**11. LANDOWNER HEREBY RELEASES THE CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES, FROM AND AGAINST, AND WAIVES ANY AND ALL RIGHTS TO ANY AND ALL CLAIMS AND/OR OBJECTIONS, IT MAY HAVE WITH REGARD TO THE ANNEXATION AS DESCRIBED IN THIS AGREEMENT.**

12. This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict of law rules. In the event of any dispute or action under this Agreement, venue for any and all disputes or actions shall be instituted and maintained in Johnson County, Texas.

13. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions.

14. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law statute, ordinance, or otherwise. The failure by any Party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies any Party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement, except as otherwise set forth herein.

15. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.



16. The undersigned officers and/or agents of the Parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the Parties hereto. In the event there are more landowners than those who are signatories to this Agreement, the Landowner(s) who execute this Agreement acknowledge that he/she/they are executing this Agreement with the consent and full authority of any other landowner(s).

17. This Agreement may be only amended or altered by written instrument signed by the Parties.

18. Any controversy or claim arising from or relating to this Agreement, or a breach thereof (excluding any claim by Landowner in any way related to Paragraph 7 herein) shall be subject to non-binding mediation, as a condition precedent to the institution of legal or equitable proceedings by any party unless the institution of such legal or equitable proceeding is necessary to avoid the running of an applicable statute of limitation. The parties shall endeavor to resolve their claims by mediation. Landowner and the City shall share the costs of mediation equally. The mediation shall be held in Joshua, Texas, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

19. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

20. Each party represents this Agreement has been read by such party and that such party has had an opportunity to confer with its counsel.

21. The parties agree that City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

22. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third-party beneficiaries by entering into this Agreement.

23. This Agreement is the entire agreement between the Parties with respect to the subject matters covered in this Agreement. There are no other collateral oral or written agreements between the Parties that in any manner relates to the subject matter of this Agreement, except as provided or referenced in this Agreement.

**EXECUTED** by the Parties on the dates set forth below, to be effective as of the date first written above.

**CITY OF JOSHUA, TEXAS**

By: \_\_\_\_\_  
Mike Peacock, City Manager

Date: \_\_\_\_\_

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

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2022, by Mike Peacock, City Manager of the City of Joshua, Texas, on behalf of the City of Joshua.

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

My Commission Expires:

\_\_\_\_\_

**LANDOWNER**

By: \_\_\_\_\_

Date: \_\_\_\_\_

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

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_,  
2022, by \_\_\_\_\_.

My Commission Expires:

\_\_\_\_\_

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

By: \_\_\_\_\_

Date: \_\_\_\_\_

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

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_,  
2022, by \_\_\_\_\_.

My Commission Expires:

\_\_\_\_\_

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

**EXHIBIT A**

## Description of the Property

JCAD #: «Parcel\_Account»

Tract(s) «Lot» of the «Abstract» Survey, Abstract «Abs»

Being «Land\_Acres» acres

JCAD #: «Parcel\_Account\_2»

Tracts(s) «Lot\_2» of the «Abstract\_2», Abstract «Abs\_2»

Being «Land\_Acres\_2» acres

JCAD #: «Parcel\_Account\_3»

Tracts(s) «Lot\_3» of the «Abstract\_3», Abstract «Abs\_3»

Being «Land\_Acres\_3» acres

## May 2022

Recruiting efforts started in April yielded two certified candidates. Officer Arnel Nodado and Officer Chris King started employment on May 16<sup>th</sup> and May 31<sup>st</sup>, respectively. Officer Nodado came to Joshua PD with approximately ten years of experience in municipal and school district policing. Officer King came to Joshua PD from the Hood County Sheriff’s Office. Officer King had previously served with Department of Energy Nuclear Regulatory Commission as a federal police officer. A third officer of employment was offered to Shealyn Kellogg, who will be completing the Weatherford College police academy in June.

The hiring process for the Administrative Sergeant position continued in May with the review of qualifications and completion of a questionnaire by the applicants. The process has narrowed the list of qualified and interested candidates to three. Those candidates will be assessed on June 15<sup>th</sup> through a process involving a series of practical scenarios and a structured interview.

The police department was represented by members of the command staff and criminal investigations division at a memorial service hosted by the City of Keene Police Department. The memorial service was in conjunction with National Police Week. The keynote speaker was Congressman Roger Williams who shared his appreciation for law enforcement and his personal story of efforts taken by police during a shooting at a Congressional baseball team practice.

The police department hosted members of the Cockrell Hill Police Department as they seek accreditation through the Texas Police Chief Association. The Chief of Police in Cockrell Hill sought to emulate the efforts and practices of the Joshua Police Department as they continue to move towards accreditation.

## Patrol

Category	May 2022	May 2021	2022 year to date
Dispatched Calls	249	284	1,198
Arrests	13	6	66
Crash Reports	7	9	23
Traffic Stops	531	199	2,874
Citations	158	128	963
Outside LE Agency Assist	11	6	59
Reports	50	43	263



## K9

Officer Smith tendered his resignation in May and is leaving law enforcement to pursue endeavors in the private sector. The police department sought to retain K9 Camo, but Officer Smith elected to keep Camo as a family dog.

## Investigations

Category	May 2022	May 2021	2022 year to date
Crimes Against Persons	6	1	25
Property Crime (Thefts, Damage)	6	9	39
Other (Drug or Alch/Missing/Deceased)	38	3	199

## Training

Detective Sosebee and Detective O'Hearn attended the Reid Interview and Interrogation school. The school is internationally recognized as a leader in interview and interrogation techniques and will be an invaluable tool for detectives.

## Community Outreach

Event	Date
CPA Alumni meeting	May 3 <sup>rd</sup>
CT100 Clay Shoot	May 6 <sup>th</sup>
Crime Stoppers meeting	May 10 <sup>th</sup>
Tarrant Food Bank	May 12 <sup>th</sup>
Police Memorial Service	May 16 <sup>th</sup>



## Joshua Fire Department Monthly Activity Report

May 2022

### PERSONNEL

All fulltime personnel are preparing for their first annual physical fitness test at Huguley Fitness Center next month. The annual physical includes cardiac stress testing, strength stamina, bloodwork, cancer screening and a review by a medical professional. This policy is adopted to ensure that personnel are able to meet the standards necessary for the job of firefighter and to detect any potential health problems before they become more serious.

### CODE COMPLIANCE

VIOLATION		2021		May-22		2022	
		OPEN	CLOSED IN 2022	OPENED	CLOSED	OPEN YTD	CLOSED YTD
Accessory Building		1		2	1	2	1
High Grass and Weeds		10	1	16	11	18	19
Junk and Debris		18	1	11	1	33	18
Junk Vehicle		5		2		8	6
Parking Violation		6		9	4	11	5
No Permit		2		1	1	5	3
Open Storage		1		3	2	4	2
Substandard Structure		2					
swimming pool Barrier		1		1		3	1
Solid waste violation		2					
Health and sanitation						1	1
No CO				1	1	2	2
prohibited occupancy						3	2
Public safety S&S						2	2
Open Vacant structure				1	1	1	1

### TRAINING

DATE	TOPIC	HOURS	ATTENDANCE
05/04	Legislative update on Code Enforcement	1	1
05/04	Consumption Drill/User SCBA/Cascade system	4	7
05/11	Consumption Drill/Confidence course	4	5
05/18	RIC/SCBA/Consumption Drill	3	8
05/25	EMS CE's Pediatric Poisoning	3	7
05/26	EMS CE's Pediatric Poisoning	3	3

**EMERGENCY RESPONSE**

Emergency response totals for May are up slightly to 98, over 97 in April.

<b>JOSHUA FIRE DEPARTMENT</b>								
<b>EMERGENCY RESPONSE STATISTICS</b>								
<b>YEAR:</b>	2022							
<b>MONTH:</b>	May							
<b>EMERGENCY RESPONSES</b>								
<b>CITY INCIDENTS</b>			<b>May</b>	<b>YTD</b>	<b>COUNTY INCIDENTS</b>		<b>May</b>	<b>YTD</b>
Building Fires			0	2	Building Fires		0	3
<b>Vehicle Fire</b>			1	1				
Rail Vehicle Fire			0	1				
Arcing,Shorted Electrical Equipment			0	3	Chimney or Flu Fire		0	1
Cooking Fire			0	1	Grass Fires		2	8
Dumpster Fire			0	1	Outside Equip Fire		0	1
Grass Fires			0	11	EMS - Except MVA with Injuries		16	136
Outside Equip			0	1	MVA with Injuries		1	6
Outside Rubbish			0	1	MVA no Injuries		0	8
EMS - Exclude vehicle acc W/Inj			49	220	Oil or Other Combustable liquid spill		1	1
MVA with Injuries			3	14	Flammable Liquid spill		0	2
MVA no Injuries			6	21	Natural Gas or LPG Leak		0	1
Lock-out			0	5	Power Line Down		0	4
Assist Invalid			6	31	Assist Invalid		2	14
Power Line Down			1	8	Unauthorized Burning		1	15
Unauthorized Burn			2	15	Dispatch & Cancelled Enroute		1	11
Good Intent			0	1	HazMat Invest - No HazMat			2
Dispatched/Cancelled			6	12	Smoke Det No Fire - Unintended		2	3
No Incident on Arrival			0	2	Fire Det No Fire - Unintended			1
Authorized Controlled Burn			0	2	CO Detector Activation - No CO			1
HazMat Invest - No HazMat			0	1	<b>TOTAL COUNTY</b>		<b>26</b>	<b>218</b>
Oil or Other Combustable liquid spill			4	4				
Wind Storm/Tornado Assesment			0	5				
Smoke Scare/Odor of Smoke			2	5				
Fire Alarm Activation/Unintentional			5	5				
Water Leak			0	1				
Mutual Aid Given			13	84				
<b>TOTAL CITY</b>			<b>98</b>	<b>458</b>	<b>TOTAL INCIDENTS</b>		<b>124</b>	<b>676</b>
<b>MUTUAL &amp; AUTO AID RECEIVED</b>				<b>RESPONSE TIMES</b>	<b>May</b>	<b>April</b>		
	<b>May</b>	<b>YTD</b>		JOSHUA	6:36	6:21		
MA RE-CEIVED	3	11		COUNTY	10:08	9:50		
AA RECEIVED	6	31						
<b>STAFFING</b>	<b>May</b>	<b>YTD</b>			<b>May</b>	<b>YTD</b>		
INADEQUATE	0	0		<b>NO-RESP 2nd CALL</b>	1	16		
MISSED CALLS	0	0						



City of Joshua  
Municipal Court Council Report  
From 5/1/2022 to 5/31/2022

6/1/2022 9:1

Item 3.

**Violations by Type**

Traffic	Penal	City Ordinance	Parking	Other	Total
139	0	5	0	13	157

**Financial**

State Fees	Court Costs	Fines	Tech Fund	Building Security	Total
\$8,793.96	\$4,872.82	\$9,355.02	\$456.05	\$551.25	\$24,029.10

**Warrants**

Issued	Served	Closed	Total
0	0	12	12

**FTAs/VPTAs**

FTAs	VPTAs	Total
0	0	0

**Dispositions**

Paid	Non-Cash Credit	Dismissed	Driver Safety	Deferred	Total
71	0	20	31	26	148

**Trials & Hearings**

Jury	Bench	Appeal	Total
0	0	0	0

**Omni/Scofflaw/Collection**

Omni	Scofflaw	Collections	Total
100	0	100	200

**City of Joshua**  
**Parks & Recreation**  
**Status Report**  
**For the month of May 2022**

**City of Joshua**  
**Parks & Recreation**  
**Status Report**  
**For the month of May 2022**

Grounds Maintenance	City Park	Baseball Complex	City Facilities	Entry Way Signs	Activity	Total
Mowing	24	30	33		Mowing	87
Weed Eating, Edging, Blowing	12	8	24		Weed Eating, Edging, Blowing	44
Hedge & Tree Trimming					Hedge & Tree Trimming	
Flower Beds/Landscaping					Flower Beds/Landscaping	
Fertilizing/Over Seeding					Fertilizing/Over Seeding	
Irrigation					Irrigation	
Trash Removal	62		25		Trash Removal	87
Field Maintenance	Field One	Field Two	Field Three		Field Mowing	30
Mowing	10	10	10		Field Weed Eating	6
Weed Eating	2	2	2		Infield Edging	
Infield Edging					Striping	9
Striping	3	3	3		Infield Draging	27
Infield Draging	9	9	9		Infield Repair	
Infield Repair					Fertilizing/Over Seeding	
Fertilizing/Over Seeding					Infield Watering	16
Infield Watering	6	6	4		Trash Removal	
Trash Removal					Custodail Duties	83
Building Maintenance	City Park	Baseball Complex	City Facilities		General Repairs	78
Custodail Duties	52	6	25		Toddler Playground	
General Repairs	30	8	40		Equipment Maintenance	51
Toddler Playground					Special Events	33
Equipment Maintenance	11	20	20		Remodeling	65
Special Events			33		Total Man Hours	616
Remodeling			65			

# Public Works Monthly Team Status Report

For The Month Of May 2022	
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## Completed Items

[illegible]

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

Assigned But Not Yet Started	
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	32
33	34
35	36
37	38
39	40
41	42
43	44
45	46
47	48
49	50
51	52
53	54
55	56
57	58
59	60
61	62
63	64
65	66
67	68
69	70
71	72
73	74
75	76
77	78
79	80
81	82
83	84
85	86
87	88
89	90
91	92
93	94
95	96
97	98
99	100

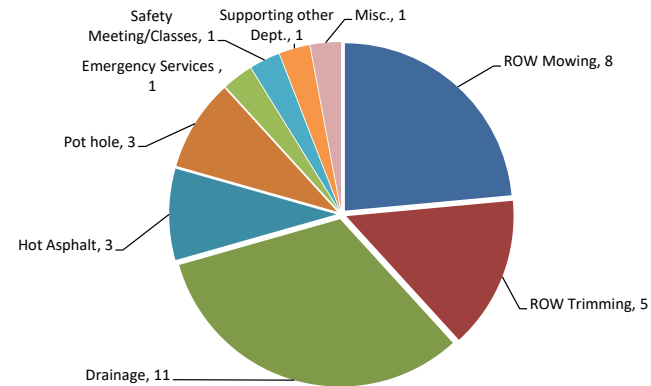
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**City of Joshua**  
**Public Works Monthly Activity Report**  
**For the Month of May 2022**

	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						2			1	1	1	1						2														8
ROW Trimming		1	1		1																									2		5
Drainage													1			1	1	2	2	1			1			1	1					11
Signs																																0
Hot Asphalt																								1	2							3
Pot hole				1					1	1																						3
Building Maint.																																0
Concrete																																0
Emergency Services									1																							1
Crack Seal																																0
Safety Meeting										1																						1
Supporting other Dept.			1																													1
Vehicle+Equipment Maint.																																0
Misc.				1																												1

Chart reflects one per daily occurrence

Row Mowing	8
ROW Trimming	5
Drainage	11
Signs	0
Hot Asphalt	3
Pot hole	3
Building Maint.	0
Concrete	0
Emergency Services	1
Crack Seal	0
Safety Meeting/Classes	1
Supporting other Dept.	1
Vehicle+Equipment Maint.	0
Misc.	1



## Building Inspection Report

### May 2022

May	2022	2021	YTD 2022	YTD 2021
Building	88	42	253	258
Electrical	51	35	175	191
Plumbing	42	33	101	169
Mechanical	13	15	35	77
Re-Inspections	45	0	77	8
Certificate of Occupancy	4	1	12	8
Certificate of Occupancy Re-Inspection	3	0	4	0
<b>Total # of Inspections</b>	<b>246</b>	<b>126</b>	<b>518</b>	<b>711</b>
Plan Review	40	20	69	107

## Building Permit Report

### May 2022

May	2022	2021	YTD 2022	YTD 2021
Building	42	40	101	196
Electrical	42	20	90	91
Plumbing	19	20	60	93
Mechanical	17	16	38	68
Permanent Sign	4	2	8	5
Temporary Sign	4	0	11	9
Certificate of Occupancy	1	1	13	6
Swimming Pool	1	3	9	12
Sprinkler System	17	17	29	65
Solicitor	0	0	2	0
Contractor Registration	16	21	104	80
MHP Registration	1	0	1	3
<b>Total # of Permits</b>	<b>164</b>	<b>140</b>	<b>466</b>	<b>628</b>

## New Businesses Report May2022

New Businesses (Certificate of Occupancy Issued)	Address
Wildflowers Wellness Spa and Salon	100 N. Main Suite "B"
Future New Businesses (Applied for Certificate of Occupancy not completed)	Address
Arlington Motorsports	619 N. Broadway Suite "D"
New CO Issued for existing Business (New Owner, New Location, Name change,etc)	Address
Joshua Food Store	401 N. Broadway

6/1/2022 8:12:29 AM

**Council Report**  
**Billing Period**      **5/1/2022 - 5/31/2022**

<b>Utility Bills Disbursed</b>	<b>Count</b>	<b>Amount</b>
Active	1896	\$33,824.64
Backdated Move In Date	43	\$749.28
Final Bill	15	\$30.53
First Bill	22	\$330.17
Final Bill, Backdated Move In Date	1	\$0.00
<b>Total</b>	<b>1977</b>	<b>\$34,934.62</b>

<b>Payments Received</b>	<b>Count</b>	<b>Amount</b>
Check	558	\$11,836.23
Cash	29	\$722.36
CreditCard	563	\$15,264.97
MoneyOrder	1	\$35.68
AchDraft	90	\$2,118.09
Other	5	\$89.20
<b>Total</b>	<b>1246</b>	<b>\$30,066.53</b>

<b>Service Orders Completed</b>	<b>Count</b>
<b>Total</b>	<b>0</b>

<b>Service Categories</b>	<b>Count</b>	<b>Amount</b>
Garbage/Recycling	3952	\$29,412.62
General	3952	\$2,937.30
<b>Total</b>	<b>0</b>	<b>\$32,349.92</b>







## **City Secretary's Office**

### **Monthly Report**

**May 2022**

The City Secretary, or Municipal Clerk, is the oldest public servant role in recorded history. The earliest Clerks appeared around 5,000 B.C. with the invention of writing. Biblical reference to the Town Clerk is found in the Book of Acts chapter 19, verse 35. In ancient Greece, the Town Clerk read official documents publicly at the opening of each meeting and pronounced a curse upon anyone who sought to deceive the people. Although City Secretaries no longer pronounce curses at meetings (well, most of us don't), we are still the Keepers of the Archives as we record, maintain, and safeguard the history of our City government. Every city in Texas is required to have a City Secretary as soon as it is formed. Although the duties are different for every city, there are core duties that all City Secretaries perform, some of which are required by the Texas Local Government Code. These duties include administering elections, managing records, coordinating public information requests, preparing agendas, recording minutes, facilitating City Council meetings, swearing-in municipal officers, and codifying ordinances approved by City Council.

### **Agenda Summary:**

City Council Meeting Agenda Summary Items: prepared, certified, published, and processed.

The Mayor and City Council approved the following items in May 2022 and was processed immediately after the meeting:

- Ordinance canvassing the election.
- Appointed Council Member Kidd as Mayor Pro-Tem.
- A zoning change regarding approximately 60.19 acre of land in the McKinney & Williams Survey, Abstract No. 636.
- Authorize the painting of the business name on the front of the building located at 107 N. Main-Suite A.

### **Meeting Minutes prepared and approved:**

- City Council – April 21, 2022
- Planning & Zoning – February 07, 2022

### **City Secretary attended the following meetings:**

- May 5, 2022- Zoning Board of Adjustment
- May 10, 2022- Planning & Zoning Commission
- May 12, 2022- Historic Preservation Commission
- May 16, 2022- City Council Meeting
- May 19, 2022- City Council Meeting

### **Census Monthly Reporting**

Report of Building Permits for new residential structures –

There were sixteen (16) new single-family homes with the total valuation of \$4,751,283

### **Code of Ordinance**

The Code of Ordinance Vault is updated, and Supplement No. 17.1 has been uploaded to the website. All ordinances as of March 17, 2022, have been codified. The next update will be at the end of June.

### **Records Management**

City Secretary has gathered 84 Agreements from different City departments. Each agreement has been scanned for easy access to everyone, labeled, and filed in red folders. All agreements/contracts are now stored in the City Secretary's Office. City Secretary working with the Parks Department has created a secure room in the Parks Building for City records. City Secretary has created the following process to move the archive files:

- Created an online form for each department to inventory and enter their records. Once they input the information into the online form, it will automatically go to the City Secretary. At that time, it will be merged into an archive form that will be inserted in a pocket sleeve attached to the box of records. The new forms will be color-coded by department and all necessary information will be listed. See example below:

**SAMPLE ONLY**

Department: Administration	State Record Number: SE 2023-5874
Description: Election Records	Retention Period: 10 Years
Date Series: 2015-2016	Department Box Number: 0606
Today's Date (Monday, Day, Year, ex. January 01, 2021): 10/14/2021	Eligible Destruction Year (1st January after retention period): 2026

Once all records are entered and processed, the boxes will be moved. Once located in the new area, the City Secretary will process another complete inventory to confirm all boxes are in the correct location. **Update-** A construction date has been set for the end of June.

### **Training / Certifications**

City Secretary currently holds the following certifications:

- Texas Municipal Clerk Association: Texas Registered Municipal Clerk
- International Institute of Municipal Clerk: Certified Municipal Clerk
- International Institute of Municipal Clerk: Master Municipal Clerk
- International Institute of Municipal Clerk: Athenian Leadership Fellow
- University of North Texas: Paralegal

The recertification program (every five years) for the TMCA requires the City Secretary to maintain continuous membership throughout the recertification process, attend several seminars hosted by TMCCP and accumulate a minimum of 60 points of educational training.

The City Secretary is in the process of completing the following six (6) webinars that must be followed up with assessments.

- How to Deliver an Unforgettable Presentation (Completed)
- Council Relations (Completed)
- Personnel Management (Completed)
- Effective & Strategic Communication (Completed)
- Leading with Love and Laughter (Completed)
- Records Management (Completed)

The last seminar I am required to have this year to finish the requirements to recertify is the Advanced Institute that will be held in Georgetown October 20-21, 2022.

### **Election**

City of Joshua- Uniform Election Day- May 7, 2022, for the following places:

- Mayor
- Place 1
- Place 3

The Mayor and Place 1 position is uncontested. Place 3 has two candidates. Regarding the special election, there is only one candidate, so it has been cancelled.

Early voting will be April 25<sup>th</sup> through May 29<sup>th</sup> and May 2<sup>nd</sup> -3<sup>rd</sup>. Early voting will be at city hall and election day will be at the community room located at the high school.

**Update:** On May 16, 2022, the City Council canvassed the election and on May 19, 2022, the newly elected officials were administered the oath of office.

### **Special Projects**

**Website Update-** City Secretary's Office is currently working with the website host to upgrade the current City website. This process will take a few months. **Update:** City Secretary will be presenting a proposal to the City Manager to change website host to CivicPlus. CivicPlus is one of the largest website hosts for municipalities in the US.

**Update:** There was another project budgeted for the current year, but the City Secretary got approval to use the funds to start the process of designing a new website. A committee has been put together to work with the City Secretary. This process will take 2 to 3 months.

City Secretary has planned for a professional photography company who is experienced working with municipalities to spend one day in Joshua (after the election). They will photoshoot each councilmember, department heads, and take pictures through the city. This will allow professional pictures to be updated and uniform on the website as we make changes.

**Update:** City Secretary is working to have two days available for pictures. June 21<sup>st</sup> and June 27<sup>th</sup>. In addition, they will take pictures around the city to be used for the website and other projects.

**Movies in the Park-** City Secretary Holloway and the Parks Administrative Assistant, Amber Amaya has volunteered to take on the project of holding a Movies in the Park on June 3, 2022.

The movie got rained out, but has been rescheduled to June 24<sup>th</sup>.

**It's Your Park Day-** City Secretary Holloway has been part of a volunteer program in the past called "It's Your Park Day. After talking to Parks Administrative Assistant, Amber Amaya and the City Manager, we discussed the idea with the EDC Type B/Parks Board, and they authorized staff to move forward with the project. This project will take place on June 2, 2022.

**UPDATE:** The project was a success. Because of light rain, everything on list did not get complete, but a lot did. In addition, the citizen had a wonderful time coming together to help better the quality of life of others.

**Veteran's Day Ceremony:** City Secretary is working with the Parks Admin. Clerk on putting together a Veteran's Day Ceremony. More information to come.

**Development Agreements-** City Secretary's Office is in the process of working with citizens regarding development agreements. The goal is to have all completed by the June 2022 meeting.

Update: The agreements have been signed by the property owners in one area of the city and are on the June 2022 Agenda. If approve, a disannexation Ordinance will be presented in July.

### **Alcoholic Beverage Permits**

Annual permits issued for 2022:

- 309 E. 12<sup>th</sup> St.            Family Dollar Store
- 1001 Joshua Station    Brookshires
- 1003 Country Club    Mountain Valley Country Club
- 525 S. Broadway        Napoli Pasta
- 336 N. Broadway        K & S Bar-B-Q
- 100 S. Broadway        Valero
- 321 N. Broadway        Dollar General Store
- 103 S. Broadway        7-Eleven
- 420 N. Broadway        Joshua Food Mart
- 101 N. Main St.         Hickory Tree
- 401 N. Broadway        Joshua Food Mart
- 500 S. Broadway        Quick Mart

All businesses are currently up to date on the Alcohol permits for 2022.

### **Liens**

The list below are active liens held by the City of Joshua. –

CITY OF JOSHUA  
OUTSTANDING PROPERTY LIENS  
AS OF  
4/14/2022

Property Address	Work Date	Description	Document Number	Filing Date	Filing Amount	Filing Fee	Total (w/o Interest)
<b>Bentley, 203</b>	<b>Lot 13, Block 3 of the Bentley Addition</b>						<b>\$ 192.56</b>
	9/8/2017	Mowing/clean-up	2017-30662	12/11/2017	\$ 166.56	\$ 26.00	
<b>Broadway, 1525 S.</b>	<b>Lot 1, Block 1, J-4-M Oaks Addition</b>						<b>\$ 18,550.00</b>
	10/7/2014	Declaratory Judgment - fine	2015-175	10/8/2014	\$ 2,500.00		
	10/7/2014	Declaratory Judgment - court fees	2015-175	10/8/2014	\$ 16,000.00	\$ 50.00	
<b>Caddo Road (126.0827.00730)</b>	<b>Tract 21B, E M Thompson Survey, Abs 827</b>						<b>\$ 407.74</b>
	10/18/2016	Mowing/clean-up	2017-1811	1/20/2017	\$ 381.74	\$ 26.00	
<b>Caddo Road (126.0827.01990)</b>	<b>Tract 37, E M Thompson Survey, Abs 827</b>						<b>\$ 934.50</b>
	8/1/2018	Contractor Fees - Ramos Sub.	2018-21711	8/3/2018	\$ 908.50	\$ 26.00	
<b>Conveyor, 115</b>	<b>Unit H, Bently Plaza</b>						<b>\$ 175.75</b>
	4/12/2013	Mowing/clean-up	2013-14021	6/10/2013	\$ 155.75	\$ 20.00	
<b>CR 909, 801</b>	<b>Tract 20, G Cassaland Survey, Abs 173</b>						<b>\$ 632.74</b>
	6/24/2016	Mowing/clean-up	2016-25336	10/14/2016	\$ 606.74	\$ 26.00	
<b>CR 913 (126.827.00740)</b>	<b>Tract 21C, E M Thompson Survey, Abs 827</b>						<b>\$ 232.74</b>
	10/18/2016	Mowing/clean-up	2017-1812	1/20/2017	\$ 206.74	\$ 26.00	
<b>Lakeview Dr. (126.3505.00360)</b>	<b>Lot 36, Oak Haven Addition</b>						<b>\$ 282.74</b>
	8/27/2016	Mowing/clean-up	2016-28699	11/21/2016	\$ 256.74	\$ 26.00	
<b>Main, 200 N.</b>	<b>Lots 7-10, Block 4, Original Town Joshua Addition</b>						<b>\$ 192.74</b>
	5/25/2016	Mowing/clean-up	2016-17727	7/26/2016	\$ 166.74	\$ 26.00	
<b>Stadium Dr (126.0636.01640)</b>	<b>Tract 40, McKinney &amp; Williams Survey, Abs 636</b>						<b>\$ 682.74</b>
	10/17/2016	Mowing/clean-up	2017-1810	1/20/2017	\$ 656.74	\$ 26.00	
<b>Yvonne Dr, 1004</b>	<b>Lot 2, Block 1 of the Purselley Addition</b>						<b>\$ 482.79</b>
	8/1/2018	Contractor Fees - Purselley Add.	2018-21714	8/3/2018	\$ 456.79	\$ 26.00	
<b>4th Street, 523</b>	<b>Tract 19 &amp; 20, H G Cason Survey, Abs 156</b>						<b>\$ 275.75</b>
	11/9/2012	Mowing/clean-up	2013-3547	2/12/2013	\$ 255.75	\$ 26.00	
<b>6th Street (126.0029.03440)</b>	<b>Tract 11, W W Byers Survey, Abs 29</b>						<b>\$ 232.74</b>
	10/14/2016	Mowing/clean-up	2016-25339	10/14/2016	\$ 206.74	\$ 26.00	
<b>6th Street &amp; Santa Fe</b>	<b>Tract 1, W W Byers Survey, Abs 29</b>						<b>\$ 337.74</b>
	10/14/2016	Mowing/clean-up	2016-25342	10/14/2016	\$ 311.74	\$ 26.00	
<b>14th Street, 201 E.</b>	<b>Tract 68A, W W Byers Survey, Abs 29</b>						<b>\$ 192.74</b>
	6/15/2016	Mowing/clean-up	2016-17733	7/26/2016	\$ 166.74	\$ 26.00	
<b>TOTAL OUTSTANDING PROPERTY LIENS</b>							<b>\$ 23,806.01</b>

Below are the Public Information Request for the month of May.

	Requested Date	Requestor	Documents	Date Released	AG Letter	Cost/Electronic	Notes
1	5/2/2022	Stacy Baccus	OSSF Report	5/10/2022	NA	-	Emailed
2	5/2/2022	Sammy Rangwala	Fire Report	5/10/2022	NA	-	No Document
3	5/2/2022	Sammy Rangwala	Code Violation Report	5/10/2022	NA	-	No Document
4	5/5/2022	Dorz Maria	Code Violation Report	5/10/2022	NA	-	Emailed
5	5/6/2022	Dorz Maria	Code Violation Report	5/9/2022	NA	-	Emailed
6	5/9/2022	Dianna & David Kirkley	Police Report	5/16/2022	NA	-	Emailed
7	5/9/2022	Chris Parrott	Plot Plans	5/16/2022	NA	-	Emailed
8	5/11/2022	Chris Parrott	Permit Report	5/11/2022	NA	-	Emailed
9	5/13/2022	Annette Waits	Police Report	5/16/2022	NA	\$6.00	
10	5/17/2022	Lorena Richie-3 Rivers Coffee	Permit Report	5/17/2022	NA	-	Emailed
11	5/17/2022	LexisNexis	Police Report	5/17/2022	NA	-	No Document
12	5/20/2022	Jeff Havens	Police Report	5/20/2022	NA	-	Emailed
13	5/25/2022	Jason D Estes	Permit Report	6/6/2022	NA	-	Emailed
14	5/26/2022	Jason D Estes	Permit Report	5/26/2022	NA	-	Gave Copies
15	5/27/2022	Cassidy McNeil	Police Report	6/6/2022	NA	-	No Document
16	5/31/2022	Sammy Rangwala	Fire Report	6/3/2022	NA	-	Emailed
17	5/31/2022	Sammy Rangwala	Code Violation Report	6/3/2022	NA	-	Emailed
18							
19							