



**AGENDA
CITY COUNCIL REGULAR MEETING
COUNCIL CHAMBERS
FEBRUARY 16, 2023
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 February 16, 2023. 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/86306996061?pwd=Rk15KzU2Z0xsS3poTExGaUFTclNlUT09>

Meeting ID: 863 0699 6061 Passcode: 557335 or dial 346-248-7799

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. Discussion on the potential of a bond election to be held in May 2023 for a municipal center. (Staff Resource: M. Peacock)
2. Review and discuss questions related to the budget report and financial statement for January 2023. (Staff Resource: M. Peacock)
3. Discuss and review the 2022 Joshua Police Department Racial Profiling Analysis. (Staff Resource: D. Gelsthorpe)
4. Update on current City Streetlights and future requests for a Streetlight. (Staff Resource: M. Peacock)
5. Discussion on the Mountain Valley Fiber Project. (Staff Resource: M. Peacock)
6. Discussion on restricted funds policy. (Staff Resource: M. Peacock)
7. Discussion on parkland and the Park Masterplan. (Staff Resource: M. Peacock)
8. Discussion on traffic issues at Henderson St. and Cooper Valley. (Staff Resource: M. Peacock)

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 meeting minutes of January 19, 2023. (Staff Resource: A. Holloway)

H. REGULAR AGENDA

- [1.](#) Discuss, consider, and possible action on an Ordinance calling a Bond Election to be held in the City of Joshua, Texas; making provisions for the conduct of an election; and resolving other matters incident and related to such election. (Staff Resource: M. Peacock and A. Holloway)
- [2.](#) Public hearing regarding amendments to Tree Preservation State Requirement Ordinance contained in Ch. 14 Zoning Ordinance, Article 8, and Ch. 10 Subdivision Ordinance, Article 10. (Staff Resource: A. Maldonado)
- [3.](#) Discuss, consider, and possible action on an Ordinance amending the Tree Preservation section in Chapter 14 of the Zoning Ordinance, Article 8, and Chapter 10 of the Subdivision Ordinance, Article 10. (Staff Resource: D. Maldonado)
- [4.](#) Discuss, consider, and possible action on the resolution approving the submission of the grant application for the Rifle-Resistant Body Armor Grant Program. (Staff Resource: D. Gelsthorpe)
- [5.](#) Discuss, consider, and possible action on approving development agreements signed by property owners and authorizing the City Manager to sign all necessary documents. (Staff Resource: A Holloway)

I. STAFF REPORT-January 2023

- [1.](#) Public Works
- [2.](#) Municipal Court
- [3.](#) Police Department
- [4.](#) Parks Department
- [5.](#) Animal Services

[6.](#) Development Services

[7.](#) City Secretary

J. EXECUTIVE SESSION

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

1. Pursuant to Section 551.071 of the Texas Government Code to consult with the City Attorney relating to pending litigation, to wit: ZL & SYK, LLC, and Mountain Valley Country Club, Inc. vs. City of Joshua, Civil Action No. 3:22-cv-00182-E.

K. RECONVENE INTO REGULAR SESSION

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

L. 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.

M. 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 551.071 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 the February 13, 2023, by 12:00 pm on the official bulletin board at Joshua City Hall, 101 S. Main, Joshua, Texas.

Alice Holloway
City Secretary

City of Joshua
Financial Statement (General Fund, Departmental Summary, Unaudited)
As of January 31, 2023

% OF YEAR COMPLETED: 33.33

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
REVENUE SUMMARY							
Non-Departmental							
Tax Revenue	769,863.73	1,627,687.25	857,823.52	2,620,424.70	4,740,109.00	55.28%	2,119,684.30
Charges for Services	16,765.62	33,236.87	16,471.25	159,002.33	399,000.00	39.85%	239,997.67
Licenses, Permits & Fees	29,952.13	77,730.23	47,778.10	144,768.86	963,115.00	15.03%	818,346.14
Grants & Contributions	2,594.55	166.66	(2,427.89)	4,304.60	2,000.00	215.23%	(2,304.60)
Intergovernmental Revenues	16,250.00	103,179.80	86,929.80	65,000.00	1,238,585.00	5.25%	1,173,585.00
Investment Earnings	1,900.24	83.30	(1,816.94)	6,266.70	1,000.00	626.67%	(5,266.70)
Miscellaneous	6,855.83	4,165.00	(2,690.83)	10,632.24	50,000.00	21.26%	39,367.76
Transfers In	0.00	83,333.33	83,333.33	1,000,000.00	1,497,771.00	66.77%	497,771.00
TOTAL REVENUES	844,182.10	1,929,582.44	1,085,400.34	4,010,399.43	8,891,580.00	45.10%	4,881,180.57
EXPENDITURE SUMMARY							
Community Service							
Utilities	5,497.04	3,748.50	(1,748.54)	14,643.21	45,000.00	32.54%	30,356.79
Supplies	(562.05)	0.00	562.05	12,227.14	0.00	#DIV/0!	(12,227.14)
Holiday Events	1,461.34	0.00	(1,461.34)	6,880.08	60,000.00	11.47%	53,119.92
Contract & Professional Services	25,509.58	15,618.75	(9,890.83)	111,831.17	187,500.00	59.64%	75,668.83
Miscellaneous	3,838.83	3,107.09	(731.74)	28,178.33	56,945.00	49.48%	28,766.67
TOTAL Community Service	35,744.74	22,474.34	(13,270.40)	173,759.93	349,445.00	49.72%	175,685.07
Non-departmental							
Personnel	1,139.86	100.00	(1,039.86)	2,208.29	4,200.00	52.58%	1,991.71
Holiday Events	10,382.83	2,916.67	(7,466.16)	25,125.79	35,000.00	71.79%	9,874.21
Contract & Professional Services	6,084.00	8,193.39	2,109.39	38,868.96	150,285.00	25.86%	111,416.04
Debt Service	592.03	400.00	(192.03)	592.03	4,000.00	14.80%	3,407.97
Miscellaneous	19,107.20	27,523.71	8,416.51	922,401.40	177,435.00	519.85%	(744,966.40)
Transfers Out	0.00	5,642.75	5,642.75	0.00	67,713.00	0.00%	67,713.00
TOTAL Non-departmental	37,305.92	44,776.52	7,470.60	989,196.47	438,633.00	225.52%	(550,563.47)

City of Joshua
Financial Statement (General Fund, Departmental Summary, Unaudited)
As of January 31, 2023

% OF YEAR COMPLETED: 33.33

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Mayor & Council							
Personnel	14,594.12	15,176.91	582.79	58,872.11	186,123.00	31.63%	127,250.89
Supplies	253.03	1,124.84	871.81	618.31	13,500.00	4.58%	12,881.69
Contract & Professional Services	6,000.00	416.66	(5,583.34)	6,000.00	5,000.00	120.00%	(1,000.00)
Miscellaneous	600.11	875.00	274.89	2,004.31	10,500.00	19.09%	8,495.69
TOTAL Mayor & Council	21,447.26	17,593.41	(3,853.85)	67,494.73	215,123.00	31.37%	147,628.27
Administration							
Personnel	60,987.17	79,973.29	18,986.12	265,945.37	727,595.00	36.55%	461,649.63
Supplies	1,330.20	1,772.20	442.00	5,417.76	21,275.00	25.47%	15,857.24
Repair & Maintenance	991.28	1,416.10	424.82	4,424.69	17,000.00	26.03%	12,575.31
Contract & Professional Services	8,845.57	12,934.62	4,089.05	42,795.30	82,730.00	51.73%	39,934.70
Utilities	1,567.29	2,713.17	1,145.88	6,727.42	32,570.00	20.66%	25,842.58
Debt Service	0.00	833.33	833.33	0.00	10,000.00	0.00%	10,000.00
Miscellaneous	82.30	541.45	459.15	29.69	6,500.00	0.46%	6,470.31
TOTAL Administration	73,803.81	100,184.16	26,380.35	325,340.23	897,670.00	36.24%	572,329.77
Police Department							
Personnel	120,253.25	184,259.33	64,006.08	528,769.91	1,612,296.00	32.80%	1,083,526.09
Supplies	3,853.82	3,465.28	(388.54)	12,114.65	41,600.00	29.12%	29,485.35
Repair & Maintenance	5,144.70	6,289.18	1,144.48	23,028.67	75,500.00	30.50%	52,471.33
Contract & Professional Services	3,835.59	1,189.52	(2,646.07)	69,264.97	132,640.00	52.22%	63,375.03
Utilities	1,446.53	1,999.20	552.67	4,844.90	24,000.00	20.19%	19,155.10
Capital Outlay	0.00	0.00	0.00	15,054.98	15,605.00	96.48%	550.02
Debt Service	7,023.80	11,151.78	4,127.98	55,482.89	133,875.00	41.44%	78,392.11
Miscellaneous	0.00	83.30	83.30	0.00	1,000.00	0.00%	1,000.00
TOTAL Police Department	141,557.69	208,437.59	66,879.90	708,560.97	2,036,516.00	34.79%	1,327,955.03

City of Joshua
Financial Statement (General Fund, Departmental Summary, Unaudited)
As of January 31, 2023

% OF YEAR COMPLETED: 33.33

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Public Works							
Personnel	29,545.07	46,988.29	17,443.22	134,226.61	408,700.00	32.84%	274,473.39
Supplies	9,765.30	17,576.30	7,811.00	50,393.43	211,000.00	23.88%	160,606.57
Repair & Maintenance	4,842.50	7,563.66	2,721.16	25,430.37	90,800.00	28.01%	65,369.63
Contract & Professional Services	171.55	1,757.62	1,586.07	866.20	21,100.00	4.11%	20,233.80
Utilities	395.63	641.41	245.78	1,586.20	7,700.00	20.60%	6,113.80
Micellaneous	3,090.00	833.33	(2,256.67)	5,821.97	10,000.00	58.22%	4,178.03
Capital Outlay	0.00	547.08	547.08	103,466.05	139,895.00	73.96%	36,428.95
Debt Service	2,124.13	4,525.27	2,401.14	8,506.52	54,325.00	15.66%	45,818.48
TOTAL Public Works	49,934.18	80,432.96	30,498.78	330,297.35	943,520.00	35.01%	613,222.65
Municipal Court							
Personnel	6,006.05	8,189.66	2,183.61	30,747.10	77,075.00	39.89%	46,327.90
Supplies	120.45	154.10	33.65	648.58	1,850.00	35.06%	1,201.42
Contract & Professional Services	2,576.44	2,917.16	340.72	8,545.76	35,020.00	24.40%	26,474.24
Miscellaneous	0.00	83.30	83.30	279.76	1,000.00	27.98%	720.24
TOTAL Municipal Court	8,702.94	11,344.22	2,641.28	40,221.20	114,945.00	34.99%	74,723.80
Development Services							
Personnel	25,682.97	38,345.64	12,662.67	111,512.59	346,095.00	32.22%	234,582.41
Supplies	105.73	524.79	419.06	1,275.39	6,300.00	20.24%	5,024.61
Repair & Maintenance	549.27	1,024.59	475.32	4,341.48	12,300.00	35.30%	7,958.52
Contract & Professional Services	10,391.14	16,061.20	5,670.06	43,829.07	192,740.00	22.74%	148,910.93
Utilities	318.89	442.45	123.56	930.29	5,310.00	17.52%	4,379.71
Debt Service	1,279.44	3,136.24	1,856.80	5,117.76	37,650.00	13.59%	32,532.24
TOTAL Development Services	38,327.44	59,534.91	21,207.47	167,006.58	600,395.00	27.82%	433,388.42

City of Joshua
Financial Statement (General Fund, Departmental Summary, Unaudited)
As of January 31, 2023

% OF YEAR COMPLETED: 33.33

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Animal Control							
Personnel	15,133.06	22,766.16	7,633.10	69,837.40	203,226.00	34.36%	133,388.60
Supplies	1,338.02	3,142.26	1,804.24	5,004.50	37,715.00	13.27%	32,710.50
Repair & Maintenance	4,116.04	4,673.96	557.92	7,653.78	56,110.00	13.64%	48,456.22
Contract & Professional Services	951.41	1,212.84	261.43	3,331.33	14,560.00	22.88%	11,228.67
Debt Service	0.00	867.92	867.92	0.00	10,415.00	0.00%	10,415.00
Utilities	1,501.49	1,377.78	(123.71)	5,305.63	16,540.00	32.08%	11,234.37
TOTAL Animal Control	23,040.02	34,040.92	11,000.90	91,132.64	338,566.00	26.92%	247,433.36
Fire Department							
Personnel	73,906.68	97,179.10	23,272.42	238,492.23	874,463.00	27.27%	635,970.77
Supplies	4,739.33	8,615.18	3,875.85	12,498.17	103,423.00	12.08%	90,924.83
Repair & Maintenance	19,473.49	8,381.22	(11,092.27)	30,878.23	100,615.00	30.69%	69,736.77
Contract & Professional Services	4,830.95	2,821.20	(2,009.75)	14,901.77	33,868.00	44.00%	18,966.23
Utilities	4,424.23	2,998.80	(1,425.43)	12,544.94	36,000.00	34.85%	23,455.06
Debt Service	811.08	1,827.18	1,016.10	12,763.61	21,935.00	58.19%	9,171.39
Capital Outlay	4,652.97	8,520.83	3,867.86	20,216.97	102,250.00	19.77%	82,033.03
Miscellaneous	67.09	1,291.15	1,224.06	11,047.08	15,500.00	71.27%	4,452.92
TOTAL Fire Department	112,905.82	131,634.66	18,728.84	353,343.00	1,288,054.00	27.43%	934,711.00
Park Maintenance							
Personnel	18,126.57	18,610.63	484.06	82,966.55	223,416.00	37.14%	140,449.45
Supplies	3,519.21	1,457.77	(2,061.44)	13,602.02	17,500.00	77.73%	3,897.98
Repair & Maintenance	339.82	1,645.22	1,305.40	4,791.79	19,750.00	24.26%	14,958.21
Contract & Professional Services	71.55	169.93	98.38	766.20	2,040.00	37.56%	1,273.80
Utilities	3,014.54	577.26	(2,437.28)	11,129.91	76,930.00	14.47%	65,800.09
Debt Service	1,352.97	3,210.83	1,857.86	5,411.88	38,530.00	14.05%	33,118.12
Capital Outlay	0.00	1,276.75	1,276.75	3,705.00	15,325.00	24.18%	11,620.00
TOTAL Park Maintenance	26,424.66	26,948.39	523.73	122,373.35	393,491.00	31.10%	271,117.65

City of Joshua
Financial Statement (General Fund, Departmental Summary, Unaudited)
As of January 31, 2023

% OF YEAR COMPLETED: 33.33

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Fire Marshal							
Personnel	9,253.82	12,941.69	3,687.87	33,967.72	155,362.00	21.86%	121,394.28
Supplies	138.44	1,049.65	911.21	590.43	12,600.00	4.69%	12,009.57
Contract & Professional Services	0.00	479.90	479.90	2,838.94	5,760.00	49.29%	2,921.06
Utilities	0.00	83.30	83.30	11.54	1,000.00	1.15%	988.46
Miscellaneous	0.00	41.67	41.67	0.00	500.00	0.00%	500.00
TOTAL Fire Marshal	<u>9,392.26</u>	<u>14,596.21</u>	<u>5,203.95</u>	<u>37,408.63</u>	<u>175,222.00</u>	<u>21.35%</u>	<u>137,813.37</u>
TOTAL EXPENDITURES	<u>578,586.74</u>	<u>751,998.29</u>	<u>173,411.55</u>	<u>3,406,135.08</u>	<u>7,791,580.00</u>	<u>43.72%</u>	<u>4,385,444.92</u>
TOTAL REVENUES OVER/UNDER EXPENDITURES	<u>265,595.36</u>	<u>1,177,584.15</u>	<u>911,988.79</u>	<u>604,264.35</u>	<u>1,100,000.00</u>		<u>495,735.65</u>

JOSHUA POLICE DEPARTMENT

2022

RACIAL PROFILING ANALYSIS

PREPARED BY:

Eric J. Fritsch, Ph.D.
Chad R. Trulson, Ph.D.
Justice Research Consultants, LLC



Executive Summary

Article 2.132-2.134 of the Texas Code of Criminal Procedure (CCP) requires the annual reporting to the local governing body of data collected on motor vehicle stops in which a ticket, citation, or warning was issued and to arrests made as a result of those stops, in addition to data collection and reporting requirements. Article 2.134 of the CCP directs that “a comparative analysis of the information compiled under 2.133” be conducted, with specific attention to the below areas:

1. evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities;
2. examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction;
3. evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches; and
4. information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

The analysis of material and data from the Joshua Police Department revealed the following:

- **A COMPREHENSIVE REVIEW OF THE JOSHUA POLICE DEPARTMENT REGULATIONS, SPECIFICALLY GENERAL DIRECTIVE 2.2 (BIASED BASED POLICING) OUTLINING THE DEPARTMENT’S POLICY CONCERNING BIAS-BASED PROFILING, SHOWS THAT THE JOSHUA POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH ARTICLE 2.132 OF THE TEXAS CODE OF CRIMINAL PROCEDURE.**
- **A REVIEW OF THE INFORMATION PRESENTED AND SUPPORTING DOCUMENTATION REVEALS THAT THE JOSHUA POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH TEXAS LAW ON TRAINING AND EDUCATION REGARDING RACIAL PROFILING.**
- **A REVIEW OF THE DOCUMENTATION PRODUCED BY THE DEPARTMENT IN BOTH PRINT AND ELECTRONIC FORM REVEALS THAT THE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW ON THE RACIAL PROFILING COMPLAINT PROCESS AND PUBLIC EDUCATION ABOUT THE COMPLAINT PROCESS.**
- **ANALYSIS OF THE DATA REVEALS THAT THE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW ON THE COLLECTION OF RACIAL PROFILING DATA.**
- **THE JOSHUA POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW CONCERNING THE REPORTING OF INFORMATION TO TCOLE.**

- **THE JOSHUA POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW REGARDING CCP ARTICLES 2.132-2.134.**

Introduction

This report details an analysis of the Joshua Police Department's policies, training, and statistical information on racial profiling for the year 2022. This report has been prepared to specifically comply with Article 2.132, 2.133, and 2.134 of the Texas Code of Criminal Procedure (CCP) regarding the compilation and analysis of traffic stop data. Specifically, the analysis will address Articles 2.131 – 2.134 of the CCP and make a determination of the level of compliance with those articles by the Joshua Police Department in 2022. The full copies of the applicable laws pertaining to this report are contained in Appendix A.

This report is divided into six sections: (1) Joshua Police Department's policy on racial profiling; (2) Joshua Police Department's training and education on racial profiling; (3) Joshua Police Department's complaint process and public education on racial profiling; (4) analysis of Joshua Police Department's traffic stop data; (5) additional traffic stop data to be reported to TCOLE; and (6) Joshua Police Department's compliance with applicable laws on racial profiling.

For the purposes of this report and analysis, the following definition of racial profiling is used: racial profiling means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity (Texas CCP Article 3.05).

Joshua Police Department Policy on Racial Profiling

A review of Joshua Police Department General Directive 2.2 (Biased Based Policing) revealed that the department has adopted policies to be in compliance with Article 2.132 of the Texas CCP (see Appendix B). There are seven specific requirements mandated by Article 2.132 that a law enforcement agency must address. All seven are covered in Directive 2.2. Joshua Police Department regulations provide clear direction that any form of bias-based profiling is prohibited and that officers found engaging in inappropriate profiling will face corrective action as required by the Code of Criminal Procedure. The regulations also provide a very clear statement of the agency's philosophy regarding equal treatment of all persons regardless of race or ethnicity. Appendix C lists the applicable statute and corresponding Joshua Police Department regulation.

A COMPREHENSIVE REVIEW OF JOSHUA POLICE DEPARTMENT GENERAL DIRECTIVE 2.2 SHOWS THAT THE JOSHUA POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH ARTICLE 2.132 OF THE TEXAS CODE OF CRIMINAL PROCEDURE.

Joshua Police Department Training and Education on Racial Profiling

Texas Occupation Code § 1701.253 and § 1701.402 require that curriculum be established and training certificates issued on racial profiling for all Texas Peace officers. Documentation provided by Joshua Police Department reveals that all officers have received bias-based/racial profiling training.

A REVIEW OF THE INFORMATION PRESENTED AND SUPPORTING DOCUMENTATION REVEALS THAT THE JOSHUA POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH TEXAS LAW ON TRAINING AND EDUCATION REGARDING RACIAL PROFILING.

Joshua Police Department Complaint Process and Public Education on Racial Profiling

Article 2.132 §(b)3-4 of the Texas Code of Criminal Procedure requires that law enforcement agencies implement a complaint process on racial profiling and that the agency provide public education on the complaint process. Joshua Police Department General Directive 2.2 Section IV (F) covers this requirement. In addition, Joshua Police Department has information regarding how to file a complaint on their website (<https://www.cityofjoshuatx.us/police-department/commendations-and-complaints/>). The department has also prepared a brochure on the complaint process.

A REVIEW OF THE DOCUMENTATION PRODUCED BY THE DEPARTMENT IN BOTH PRINT AND ELECTRONIC FORM REVEALS THAT THE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW ON THE RACIAL PROFILING COMPLAINT PROCESS AND PUBLIC EDUCATION ABOUT THE COMPLAINT PROCESS.

Joshua Police Department Statistical Data on Racial Profiling

Article 2.132(b) 6 and Article 2.133 requires that law enforcement agencies collect statistical information on motor vehicle stops in which a ticket, citation, or warning was issued and to arrests made as a result of those stops, in addition to other information noted previously. Joshua Police Department submitted statistical information on all motor vehicle stops in 2022 and accompanying information on the race/ethnicity of the person stopped. Accompanying this data was the relevant information required to be collected and reported by law.

ANALYSIS OF THE DATA REVEALS THAT THE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW ON THE COLLECTION OF RACIAL PROFILING DATA.

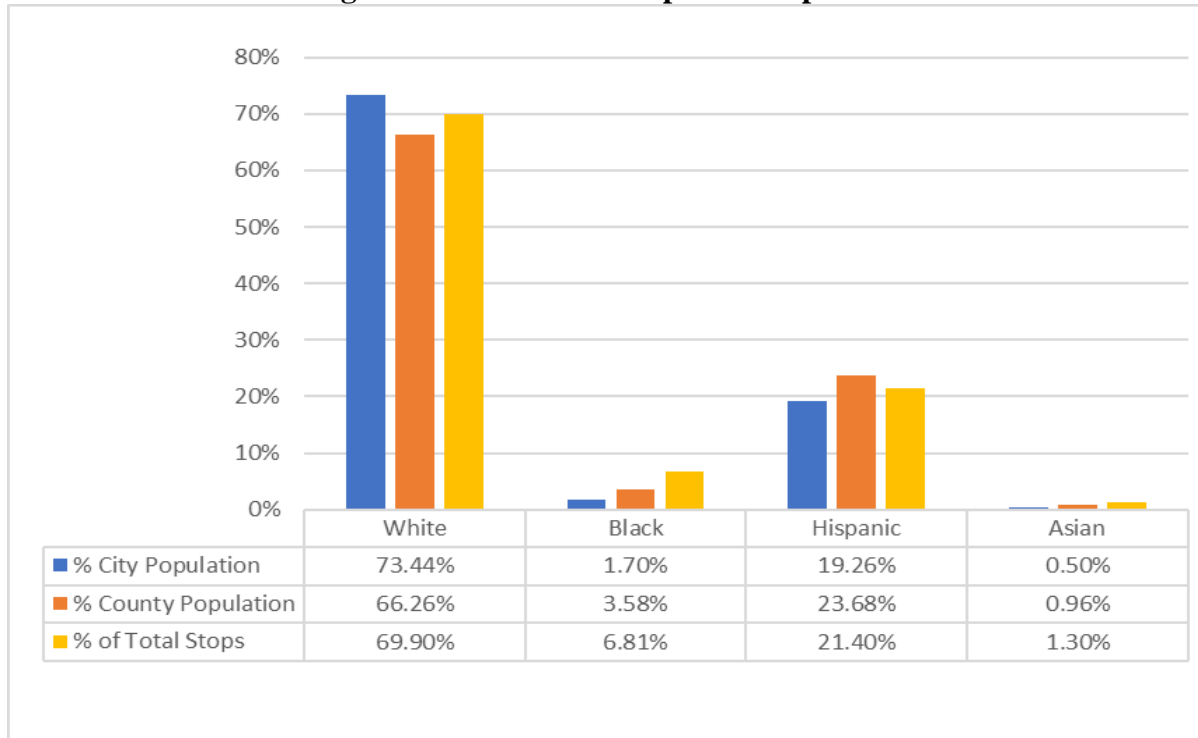
Analysis of the Data

Comparative Analysis #1:

Evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities. Texas Code of Criminal Procedure Article 2.134(c)(1)(A)

The first chart depicts the percentages of people stopped by race/ethnicity among the total 5,979 motor vehicle stops in which a ticket, citation, or warning was issued, including arrests made, in 2022.¹

¹ There were 36 motor vehicle stops of drivers considered Alaska Native/American Indian. These motor vehicle stops were not charted in the first figure of this report due to the small number of cases relative to the population in Joshua and relative to the total number of motor vehicle stops among all drivers (5,979).

Chart 1: Percentage of Motor Vehicle Stops in Comparison to Benchmarks

White drivers constituted 69.90 percent of all drivers stopped, whereas Whites constitute 73.44 percent of the city population and 66.26 percent of the county population.²

Black drivers constituted 6.81 percent of all drivers stopped, whereas Blacks constitute 1.70 percent of the city population and 3.58 percent of the county population.

Hispanic drivers constituted 21.40 percent of all drivers stopped, whereas Hispanics constitute 19.26 percent of the city population and 23.68 percent of the county population.

Asian drivers constituted 1.30 percent of all drivers stopped, whereas Asians constitute 0.50 percent of the city population and 0.96 percent of the county population.

The chart shows that White drivers are stopped at rates lower than the percentage of Whites found in the city population but higher than the percentage of Whites in the county population. Black drivers are stopped at rates higher than the percentage of Blacks found in the city and county population. Hispanic drivers are stopped at rates higher than the percentage of Hispanics found in the city population but lower than the percentage of Hispanics in the county population. Asian drivers are stopped at rates higher than the percentage of Asians found in the city and county population.

² City and County populations were derived from 2020 Decennial Census Redistricting Data (DEC) of the U.S. Census Bureau. City and County populations by gender noted later in this report are based on 2019 American Community Survey estimates.

Methodological Issues

Upon examination of the data, it is important to note that differences in overall stop rates of a particular racial or ethnic group, compared to that racial or ethnic group's proportion of the population, cannot be used to make determinations that officers have or have not racially profiled any given individual motorist. Claims asserting racial profiling of an individual motorist from the aggregate data utilized in this report are erroneous.

For example, concluding that a particular driver of a specific race/ethnicity was racially profiled simply because members of that particular racial/ethnic group as a whole were stopped at a higher rate than their proportion of the population—are as erroneous as claims that a particular driver of a specific race/ethnicity could NOT have been racially profiled simply because the percentage of stops among members of a particular racial/ethnic group as a whole were stopped at a lower frequency than that group's proportion of the particular population base (e.g., city or county population). In short, aggregate data as required by law and presented in this report cannot be used to prove or disprove that a member of a particular racial/ethnic group was racially profiled. Next, we discuss the reasons why using aggregate data—as currently required by the state racial profiling law—are inappropriate to use in making claims that any individual motorist was racially profiled.

Issue #1: Using Group-Level Data to Explain Individual Officer Decisions

The law dictates that police agencies compile aggregate-level data regarding the *rates* at which agencies *collectively* stop motorists in terms of their race/ethnicity. These aggregated data are to be subsequently analyzed in order to determine whether or not *individual* officers are “racially profiling” motorists. This methodological error, commonly referred to as the “ecological fallacy,” defines the dangers involved in making assertions about individual officer decisions based on the examination of aggregate stop data. **In short, one cannot prove that an individual officer has racially profiled any individual motorist based on the rate at which a department stops any given group of motorists.** In sum, aggregate level data cannot be used to assess individual officer decisions, but the state racial profiling law requires this assessment.

Issue #2: Problems Associated with Population Base-Rates

There has been considerable debate as to what the most appropriate population “base-rate” is in determining whether or not racial/ethnic disparities exist. The base-rate serves as the benchmark for comparison purposes. The outcome of analyses designed to determine whether or not disparities exist is dependent on which base-rate is used. While this report utilized the most recent 2020 Census as a population base-rate, this population measure can become quickly outdated, can be inaccurate, and may not keep pace with changes experienced in city and county population measures.

In addition, the validity of the benchmark base-rate becomes even more problematic if analyses fail to distinguish between residents and non-residents who are stopped. This is because the existence of significant proportions of non-resident stops will lead to invalid conclusions if racial/ethnic comparisons are made exclusively to resident population figures. **In sum, a valid measure of the driving population does not exist. As a proxy, census data is used which is problematic as an indicator of the driving population.** In addition, stopped motorists who are

not residents of the city or county where the motor vehicle stop occurred are not included in the benchmark base-rate.

Issue #3: Officers Do Not Know the Race/Ethnicity of the Motorist Prior to the Stop

As illustrated in Table 3 near the end of this report, of the 5,979 motor vehicle stops in 2022, the officer knew the race/ethnicity of the motorist prior to the stop in 0.17% of the stops (10/5,979). This percentage is fairly consistent across law enforcement agencies throughout Texas. An analysis of all annual racial profiling reports submitted to the Texas Commission on Law Enforcement, as required by the Texas racial profiling law, found that in 2.9% of the traffic stops in Texas, the officer knew the race/ethnicity of the motorist prior to the stop.³ The analysis included 1,186 Texas law enforcement agencies and more than 3.25 million traffic stops.

As noted, the legal definition of racial profiling in the Texas Code of Criminal Procedure Article 3.05 is “a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.”

In 2022, Joshua PD officers rarely knew the race/ethnicity of any motorist prior to the stop. This factor further invalidates any conclusions drawn from the stop data presented in Chart 1. If an officer does not know the race/ethnicity of the motorist prior to the stop, then the officer cannot, by legal definition, be racial profiling. Racial profiling is a law-enforcement action based on the race/ethnicity of an individual. If the officer does not know the person's race/ethnicity before the action (in this case, stopping a vehicle), then racial profiling cannot occur.

Based on this factor, post-stop outcomes are more relevant for a racial profiling assessment, as presented later in this report, in comparison to initial motor vehicle stop data disaggregated by race/ethnicity. Once the officer has contacted the motorist after the stop, the officer has identified the person's race/ethnicity and all subsequent actions are more relevant to a racial profiling assessment than the initial stop data.

In short, the methodological problems outlined above point to the limited utility of using aggregate level comparisons of the rates at which different racial/ethnic groups are stopped in order to determine whether or not racial profiling exists within a given jurisdiction.

Table 1 reports the summaries for the total number of motor vehicle stops in which a ticket, citation, or warning was issued, and to arrests made as a result of those stops, by the Joshua Police Department in 2022. Table 1 and associated analyses are utilized to satisfy the comparative analyses as required by Texas law, and in specific, Article 2.134 of the CCP.

Comparative Analysis #2:

Examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of affected persons, as appropriate, including any

³ Winkler, Jordan M. (2016). *Racial Disparity in Traffic Stops: An Analysis of Racial Profiling Data in Texas*. Master's Thesis. University of North Texas.

searches resulting from stops within the applicable jurisdiction. Texas Code of Criminal Procedure Article 2.134(c)(1)(B)

As shown in Table 1, there were a total of 5,979 motor vehicle stops in 2022 in which a ticket, citation, or warning was issued. The table also shows arrests made as a result of those stops. Roughly 74 percent of stops resulted in a written warning (4,411/5,979) and roughly 25 percent resulted in a citation. These actions accounted for roughly 99 percent of all stop actions and will be the focus of the below discussion.

Specific to **written warnings**, White motorists received a written warning in roughly 77 percent of stops involving White motorists (3,212/4,179), Black motorists received a written warning in roughly 78 percent of stops of Black motorists, Hispanic motorists received a written warning in roughly 62 percent of stops of Hispanic motorists, and Asian motorists received a written warning in 76 percent of stops of Asian motorists.

White motorists received a **citation** in roughly 22 percent of stops involving White motorists (912/4,179), Black motorists received a citation in roughly 20 percent of stops of Black motorists, Hispanic motorists received a citation in roughly 37 percent of stops of Hispanic motorists, and Asian motorists received a citation in 23 percent of stops of Asian motorists.

Finally, **arrests** were rare in 2022. Of the 5,979 total stops, only 77 arrests [written warning and arrest (54) and citation and arrest (23)] were made in 2022. An arrest occurred in 1.3 percent of all stops.

As illustrated in Table 1, the 77 arrests were typically based on a **violation of the penal code** (72.7%; 56/77) or an **outstanding warrant** (24.7%; 19/77).

Finally, as presented in Table 1, **physical force resulting in bodily injury** occurred in 3 stops in 2022. In these instances, the suspect received the injuries.

Table 1: Traffic Stops and Outcomes by Race/Ethnicity

Stop Table	White	Black	Hispanic /Latino	Asian /Pacific Islander	Alaska Native /American Indian	Total
Number of Stops	4,179	407	1,279	78	36	5,979
Gender						
Female	1,865	132	459	29	8	2,493
Male	2,314	275	820	49	28	3,486
Reason for Stop						
Violation of Law	61	9	10	2	0	82
Preexisting Knowledge	24	1	6	0	1	32
Moving Traffic Violation	2,119	199	701	52	22	3,093
Vehicle Traffic Violation	1,975	198	562	24	13	2,772
Result of Stop						
Verbal Warning	0	0	0	0	0	0
Written Warning	3,212	317	793	59	30	4,411
Citation	912	81	474	18	6	1,491
Written Warning and Arrest	40	6	7	1	0	54
Citation and Arrest	15	3	5	0	0	23
Arrest	0	0	0	0	0	0
Arrest Based On						
Violation of Penal Code	42	5	8	1	0	56
Violation of Traffic Law	1	0	0	0	0	1
Violation of City Ordinance	1	0	0	0	0	1
Outstanding Warrant	11	4	4	0	0	19
Physical Force Resulting in Bodily Injury Used?						
No	4,177	407	1,278	78	36	5,976
Yes	2	0	1	0	0	3

Comparative Analysis #3:

Evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches. Texas Code of Criminal Procedure Article 2.134(c)(1)(C)

In 2022, a total of 224 **searches** of motorists were conducted, or roughly 4 percent of all stops (224/5,979) resulted in a search (see Table 2). Among searches within each racial/ethnic group, White motorists were searched in roughly 4 percent of all stops of White motorists (164/4,179), Black motorists were searched in roughly 6 percent of all stops of Black motorists, Hispanic motorists were searched in roughly 3 percent of all stops of Hispanic motorists, and Asian motorists were searched in roughly 3 percent of all stops of Asian motorists (2 total searches).

As illustrated in Table 2, the most common searches were **probable cause** (145), **consent** (48), and **incident to arrest** (17). These three search categories accounted for 93.8 percent of all searches conducted pursuant to a motor vehicle stop (210/224 total searches).

Regarding searches, it should be further noted that only 48 searches (see Table 2) were based on consent, which are regarded as discretionary as opposed to non-discretionary searches. Relative to the total number of stops (5,979), discretionary consent searches occurred in 0.80 percent of stops.

Of the searches that occurred in 2022, and as shown in Table 2, contraband was discovered in 162 or roughly 72 percent of all searches (162/224 total searches). The majority of contraband discovered in searches was drugs.⁴ Finally, as illustrated in Table 2, when contraband was discovered, motorists were arrested 13.0 percent of the time (21/162 contraband discoveries).

⁴ Note in Table 2 the number of searches where contraband was found was 162, yet under “Description of Contraband”, the total equals 180. This occurs because more than one form of contraband can be discovered in a single search.

Table 2: Searches and Outcomes by Race/Ethnicity

Search Table	White	Black	Hispanic /Latino	Asian /Pacific Islander	Alaska Native /American Indian	Total
Search Conducted						
Yes	164	24	33	2	1	224
No	4,015	383	1,246	76	35	5,755
Reason for Search						
Consent	43	3	2	0	0	48
Contraband in Plain View	1	1	0	0	0	2
Probable Cause	99	17	27	1	1	145
Inventory	7	1	4	0	0	12
Incident to Arrest	14	2	0	1	0	17
Was Contraband Discovered						
Yes	111	21	28	1	1	162
No	53	3	5	1	0	62
Description of Contraband						
Drugs	93	19	26	1	1	140
Weapons	7	1	3	0	0	11
Currency	1	0	0	0	0	1
Alcohol	9	1	1	0	0	11
Stolen Property	0	0	0	0	0	0
Other	13	2	2	0	0	17
Did Discovery of Contraband Result in Arrest?						
Yes	15	1	5	0	0	21
No	96	20	23	1	1	141

Comparative Analysis #4:

Information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling. Texas Code of Criminal Procedure Article 2.134(c)(2)

In 2022, internal records indicate that the Joshua Police Department received no complaints alleging that a peace officer employed by the agency engaged in racial profiling.

Additional Analysis:

Statistical analysis of motor vehicle stops relative to the gender population of the agency's reporting area. This analysis is presented in the report based on a December 2020 email sent from TCOLE to law enforcement executives in Texas.

In 2022, 5,979 motor vehicle stops were made by the Joshua Police Department. Of these stops, 2,493 or roughly 42 percent were female drivers (2,493/5,979), and roughly 58 percent were male drivers (see Table 1).

According to 2019 American Community Survey (ACS) city and county population estimates of the U.S. Census Bureau, the City of Joshua was composed of 51.6 percent females and 48.4 percent males. County population 2019 ACS estimates indicate that females accounted for 49.9 percent of the county population and males accounted for 50.1 percent of the county population.

Overall, in 2022, males were stopped at rates higher than their proportion of the city and county populations.

Additional Information Required to be Reported to TCOLE

Table 3 below provides additional information relative to motor vehicle stops in 2022 by the Joshua Police Department. The data are required to be collected by the Joshua Police Department under the Texas Code of Criminal Procedure Article 2.133.

As previously noted, the Joshua Police Department received no complaints alleging that a peace officer employed by the agency engaged in racial profiling in 2022. Furthermore, as previously discussed, of the 5,979 motor vehicle stops in 2022, the officer knew the race/ethnicity of the motorist prior to the stop in less than 1% of the stops (10/5,979).

Table 3: Additional Information

Additional Information	Total
Was Race/Ethnicity Known Prior to Stop	
Yes	10
No	5,969
Approximate Location of Stop	
City Street	1,316
US Highway	0
County Road	89
State Highway	4,535
Private Property/Other	39
Number of Complaints of Racial Profiling	0
Resulted in Disciplinary Action	0
Did Not Result in Disciplinary Action	0

Analysis of Racial Profiling Compliance by Joshua Police Department

The foregoing analysis shows that the Joshua Police Department is fully in compliance with all relevant Texas laws concerning racial profiling, including the existence of a formal policy prohibiting racial profiling by its officers, officer training and educational programs, a formalized complaint process, and the collection and reporting of data in compliance with the law.

In addition to providing summary reports and analysis of the data collected by the Joshua Police Department in 2022, this report also included an extensive presentation of some of the limitations involved in the level of data collection currently required by law and the methodological problems associated with analyzing such data for the Joshua Police Department as well as police agencies across Texas.

Appendix A: Racial Profiling Statutes and Laws

Texas Racial Profiling Statutes

Art. 3.05. RACIAL PROFILING.

In this code, "racial profiling" means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 2, eff. Sept. 1, 2001.

Art. 2.131. RACIAL PROFILING PROHIBITED.

A peace officer may not engage in racial profiling.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Art. 2.132. LAW ENFORCEMENT POLICY ON RACIAL PROFILING.

(a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make motor vehicle stops in the routine performance of the officers' official duties.

(2) "Motor vehicle stop" means an occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance.

(3) "Race or ethnicity" means the following categories:

- (A) Alaska native or American Indian;
- (B) Asian or Pacific Islander;
- (C) black;
- (D) white; and
- (E) Hispanic or Latino.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

- (1) clearly define acts constituting racial profiling;
- (2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's compliment and complaint process, including providing the telephone number, mailing address, and e-mail address to make a compliment or complaint with respect to each ticket, citation, or warning issued by a peace officer;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to motor vehicle stops in which a ticket, citation, or warning is issued and to arrests made as a result of those stops, including information relating to:

(A) the race or ethnicity of the individual detained;

(B) whether a search was conducted and, if so, whether the individual detained consented to the search;

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;

(D) whether the peace officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop;

(E) the location of the stop; and

(F) the reason for the stop; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

(A) the Texas Commission on Law Enforcement; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

(c) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle stops. The agency also shall examine the feasibility of equipping each peace officer who regularly detains or stops motor vehicles with a body worn camera, as that term is defined by Section 1701.651, Occupations Code. If a law enforcement agency installs video or audio equipment or equips peace officers with body worn cameras as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a motor vehicle stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(f) On the commencement of an investigation by a law enforcement agency of a complaint described by Subsection (b)(3) in which a video or audio recording of the occurrence on which the complaint is based was made, the agency shall promptly provide a copy of the recording to the peace officer who is the subject of the complaint on written request by the officer.

(g) On a finding by the Texas Commission on Law Enforcement that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b)(7), the commission shall begin disciplinary procedures against the chief administrator.

(h) A law enforcement agency shall review the data collected under Subsection (b)(6) to identify any improvements the agency could make in its practices and policies regarding motor vehicle stops.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1172 (H.B. 3389), Sec. 25, eff. September 1, 2009.

Acts 2013, 83rd Leg., R.S., Ch. 93 (S.B. 686), Sec. 2.05, eff. May 18, 2013.

Acts 2017, 85th Leg., R.S., Ch. 173 (H.B. 3051), Sec. 1, eff. September 1, 2017.

Acts 2017, 85th Leg., R.S., Ch. 950 (S.B. 1849), Sec. 5.01, eff. September 1, 2017.

Art. 2.133. REPORTS REQUIRED FOR MOTOR VEHICLE STOPS.

(a) In this article, "race or ethnicity" has the meaning assigned by Article 2.132(a).

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of any person operating the motor vehicle who is detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the initial reason for the stop;

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband or other evidence was discovered in the course of the search and a description of the contraband or evidence;

(5) the reason for the search, including whether:

(A) any contraband or other evidence was in plain view;

(B) any probable cause or reasonable suspicion existed to perform the search; or

(C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle;

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;

(7) the street address or approximate location of the stop;

(8) whether the officer issued a verbal or written warning or a ticket or citation as a result of the stop; and

(9) whether the officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop.

(c) The chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is responsible for auditing reports under Subsection (b) to ensure that the race or ethnicity of the person operating the motor vehicle is being reported.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1172 (H.B. 3389), Sec. 26, eff. September 1, 2009.

Acts 2017, 85th Leg., R.S., Ch. 950 (S.B. 1849), Sec. 5.02, eff. September 1, 2017.

Art. 2.134. COMPILATION AND ANALYSIS OF INFORMATION COLLECTED.

(a) In this article:

(1) "Motor vehicle stop" has the meaning assigned by Article 2.132(a).

(2) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each law enforcement agency shall submit a report containing the incident-based data compiled during the previous calendar year to the Texas Commission on Law Enforcement and, if the law enforcement agency is a local law enforcement agency, to the governing body of each county or municipality served by the agency.

(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

- (A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities;
- (B) examine the disposition of motor vehicle stops made by officers employed by the agency,

categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction; and

(C) evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a motor vehicle stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).

(e) The Texas Commission on Law Enforcement, in accordance with Section 1701.162, Occupations Code, shall develop guidelines for compiling and reporting information as required by this article.

(f) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

(g) On a finding by the Texas Commission on Law Enforcement that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b), the commission shall begin disciplinary procedures against the chief administrator.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1172 (H.B. 3389), Sec. 27, eff. September 1, 2009.

Acts 2013, 83rd Leg., R.S., Ch. 93 (S.B. 686), Sec. 2.06, eff. May 18, 2013.

Acts 2017, 85th Leg., R.S., Ch. 950 (S.B. 1849), Sec. 5.03, eff. September 1, 2017.

Art. 2.136. LIABILITY.

A peace officer is not liable for damages arising from an act relating to the collection or reporting of information as required by Article 2.133 or under a policy adopted under Article 2.132.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT.

(a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras, including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship, available revenue, and budget surpluses. The criteria must give priority to:

- (1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;
- (2) smaller jurisdictions; and
- (3) municipal and county law enforcement agencies.

(b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras. The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.

(c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras, the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.

(d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras, the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has taken the necessary actions to use and is using video and audio equipment and body worn cameras for those purposes.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Amended by:

Acts 2017, 85th Leg., R.S., Ch. 950 (S.B. 1849), Sec. 5.04, eff. September 1, 2017.

Art. 2.138. RULES.

The Department of Public Safety may adopt rules to implement Articles 2.131-2.137.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Art. 2.1385. CIVIL PENALTY.

(a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in an amount not to exceed \$5,000 for each violation. The attorney general may sue to collect a civil penalty under this subsection.

(b) From money appropriated to the agency for the administration of the agency, the executive director of a state law enforcement agency that intentionally fails to submit the incident-based data as required by Article 2.134 shall remit to the comptroller the amount of \$1,000 for each violation.

(c) Money collected under this article shall be deposited in the state treasury to the credit of the general revenue fund.

Added by Acts 2009, 81st Leg., R.S., Ch. 1172 (H.B. 3389), Sec. 29, eff. September 1, 2009.

Amended by:

Acts 2017, 85th Leg., R.S., Ch. 950 (S.B. 1849), Sec. 5.05, eff. September 1, 2017.

Appendix B: Agency Policy



General Directive

2.2 Biased Based Policing

Effective Date: October 1, 2022

Approved:

Chief of Police

Item 3.

I. PURPOSE

The purpose of this order is to provide general guidance on reducing the presence of bias in law enforcement actions, to identify key contexts in which bias may influence these actions, and emphasize the importance of the constitutional guidelines within which we operate

II. DEFINITIONS

- A. Biased policing: Stopping, detaining, searching, or attempting to search, or using force against a person based upon his or her race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group.
- B. Ethnicity: A cluster of characteristics that may include race but also cultural characteristics or traits that are shared by a group with a common experience or history.
- C. Race: A category of people of a particular decent, including Caucasian, African, Hispanic, Asian, Middle Eastern, or Native American descent. As distinct from ethnicity, race refers only to physical characteristics sufficiently distinctive to group people under a classification.
- D. Racial profiling: A law-enforcement initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.

III. POLICY

- A. Respect for diversity and equitable enforcement of the law are essential to our mission. Employees shall exercise sworn duties, responsibilities, and obligations in a manner that does not discriminate on the basis of race, sex, gender, sexual orientation, national origin, ethnicity, age, or religion.
- B. Officers are prohibited from engaging in bias-based profiling or stopping, detaining, searching, arresting, or taking any enforcement action including seizure or forfeiture activities, against any person based solely on the person's race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group. These characteristics may form part of reasonable suspicion or probable cause when officers are seeking a suspect with one or more of these attributes. (TBP: 2.01)

Bias Based Policing

- C. All enforcement detentions or searches shall be based on the standards of reasonable suspicion or probable cause.
- D. Officers shall complete all training required by state law regarding bias- based profiling. (TBP: 2.01)

IV. PROCEDURES

- A. Individuals shall be subjected to stops, seizures, or detentions only upon reasonable suspicion or probable cause that they have committed, are committing, or are about to commit an offense. Officers shall document the elements of reasonable suspicion and probable cause in appropriate reports.
- B. Officers shall not consider race/ethnicity in establishing either reasonable suspicion or probable cause except as provided below.
- C. Officers shall not consider race/ethnicity in deciding to initiate nonconsensual encounters that do not amount to legal detentions or to request consent to search except as provided below.
- D. Officers may take into account the reported race or ethnicity of a specific suspect or suspects based on trustworthy, locally relevant information that links a person or persons of a specific race/ethnicity to a particular unlawful incident(s). Race/ethnicity can never be used as the sole basis for probable cause or reasonable suspicion.
- E. Officers shall not use the refusal or lack of cooperation to justify a search of the person or vehicle or a prolonged detention once reasonable suspicion has been dispelled.
- F. Complaints
 - 1. The department shall publish written documents concerning the complaint process and policy regarding racial profiling and make those available at the police department. The department's complaint process and its bias-based profiling policy will be posted on the city website and be available in the police department lobby.
 - 2. Supervisors and officers shall provide information on the complaint's process anytime it is requested or when circumstances make it seem appropriate.
 - 3. Supervisors shall facilitate the filing of any complaints about law-enforcement service including racial profiling.
 - 4. Complaints alleging incidents of bias-based profiling will be fully investigated.
 - 5. Complainants will be notified of the results of the investigations when the investigation is completed.
 - 6. Supervisors shall identify and correct instances of bias in the work of their subordinates.
 - 7. Corrective action will be taken as required by the Code of Criminal Procedure should an investigation conclude an officer has engaged in racial profiling.
- G. Records and Reporting
 - 1. Officers will on each occasion when a ticket, citation or warning is issued or an arrest made document to the best of their ability:
 - a. The race or ethnicity of the individual detained,

- b. Whether a search was conducted and if the person detained consented to the search and
 - c. Whether he/she knew the race or ethnicity of the person detained before detaining the individual.
- 2. When a person suffers bodily injury as defined by the penal code as a result of physical force used by the officer and the use of force is not otherwise reportable by policy, the reason for the stop, description of the force used and a description of the bodily injury evident or reported will be documented by in an arrest or incident report.
- 3. The department will maintain records on traffic stops in accordance with state law.
 - a. Each vehicle traffic stop shall be documented by with a citation or written warning.
 - b. Traffic stops recordings will be maintained for 90 days unless it is submitted as evidence in a criminal or internal disciplinary case.
 - c. An annual report and analysis will be conducted as required by the Code of Criminal Procedure. The report will be submitted to the city council and TCOLE on or before March 1of each year.

USE COMPLAINTS

Sometimes people make false complaints against police department members for variety of reasons. Making a false complaint against a department member, however, is a violation under Texas Penal Code, Section 37.02, which states that a person commits an offense if the person "...makes a false statement under oath or swears to the truth of a false statement previously made; and the statement is required or authorized by law to be made under oath."

A person convicted under this Section can be punished by a fine of up to \$4,000, confinement in jail for up to one year, or both.

A falsely-accused member may also have civil recourse against a person making a false complaint.

COMPLAINANT NOT SATISFIED WITH INVESTIGATION OR ITS FINDINGS

If a complainant is not satisfied with the investigation, with its findings, or with the results, the complainant may appeal to the police chief, to the city manager, or may pursue the matter in court.

Service

Teamwork

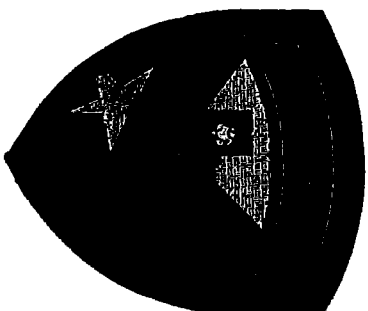
Accountability

Integrity

Respect

Citizen Complaints
Against

Joshua Police
Department
Members



Joshua Police Department

102 S. Main St.

Joshua, TX 76058

817-558-3197

817-645-1874 (fax)

Form Statement

The Joshua Police Department is dedicated to providing the most competent and professional service possible to all the citizens of Joshua. Police Department members are carefully selected and trained in order to provide the level of service that is expected.

At times, a customer may be displeased with the level of service that was provided or with the conduct of a Joshua Police Department member and will file a complaint. In order to be responsive to the complaint, the police department is providing the following information about how complaints are filed, investigated, and resolved.

HOW ARE COMPLAINTS MADE?

Time Limits to File Complaint. Barring extenuating circumstances, complains against police department members must be made within 30 days of the alleged misconduct.

Processing Complaint. Any person in the police department may receive a complaint from a customer. The complaint will be forwarded to the police department administration. The administration will classify the complaint into one or both of the following categories: "administrative", if the alleged misconduct is not a criminal act, or "criminal", if the alleged misconduct includes a criminal act.

Form of Complaint. Under Texas state law, a complaint against a police officer must be made under oath, be in writing, and be signed by the complainant before the investigation can be proceed. The police department will not investigate any complaint against any member of the department unless the complaint is in writing, is signed, and is sworn to under oath by the complainant.

INVESTIGATION OF COMPLAINT

Assignment of Complaint. Administrative investigations (noncriminal) will be assigned to either the accused member's supervisor or to an internal affairs investigator, depending on the allegation. Allegations involving a criminal act will be assigned to the Criminal Investigations Division.

Member's Rights During Investigation. The member against whom the complaint is being lodged:

- will receive a copy of the complaint and will be given an opportunity to respond to the complaint.
- will be accorded all federal and state Constitutional and statutory rights and privileges.
- may not be required to submit to a polygraph examination unless the complainant submits to and passes a polygraph examination.

FINDINGS OF COMPLAINT

A complaint finding will be classified into one of the following general categories:

- **Sustained** - the evidence is sufficient to support the allegation.
- **Unfounded** - the alleged misconduct, if committed, did not constitute a violation of policy or law.
- **Exonerated**-the evidence indicates the member's conduct was justified by policy, by law, or by the circumstances that were present at the time of the alleged conduct.
- **Policy failure**- the member committed the alleged misconduct, but a policy did not adequately address the conduct.
- **False or untrue**-the alleged misconduct never occurred. (See false complaints, below.)

VALID COMPLAINTS

When the investigation of the complaint reveals that the allegation is valid and the complaint should be sustained, the accused member may be assessed any of the following forms of disciplinary action:

- Remedial training
- Counseling
- Reprimand
- Suspension
- Demotion
- Termination

The City of Joshua Personnel Manual and the Joshua Police Department Operations Manual provide for an appeal process if the member is adversely affected by the findings of the investigation.

Appendix C: Racial Profiling Laws and Corresponding Standard Operating Procedures

Texas CCP Article	JOSHUA POLICE DEPARTMENT General Directive 2.2 (Biased Based Policing)
2.132(b)1	Definitions Section (II)
2.132(b)2	Policy Section (III)
2.132(b)3	Complaints Section (IV F)
2.132(b)4	Complaints Section (IV F) & Website & Agency Brochure
2.132(b)5	Complaints Section (IV F)
2.132(b)6	Records and Reporting (IV G)
2.132(b)7	Records and Reporting (IV G)

**MEMORANDUM**

TO: Mayor and Members of the City Council

FROM: Mike Peacock,

DATE: February 1, 2023

SUBJECT: City Streetlights

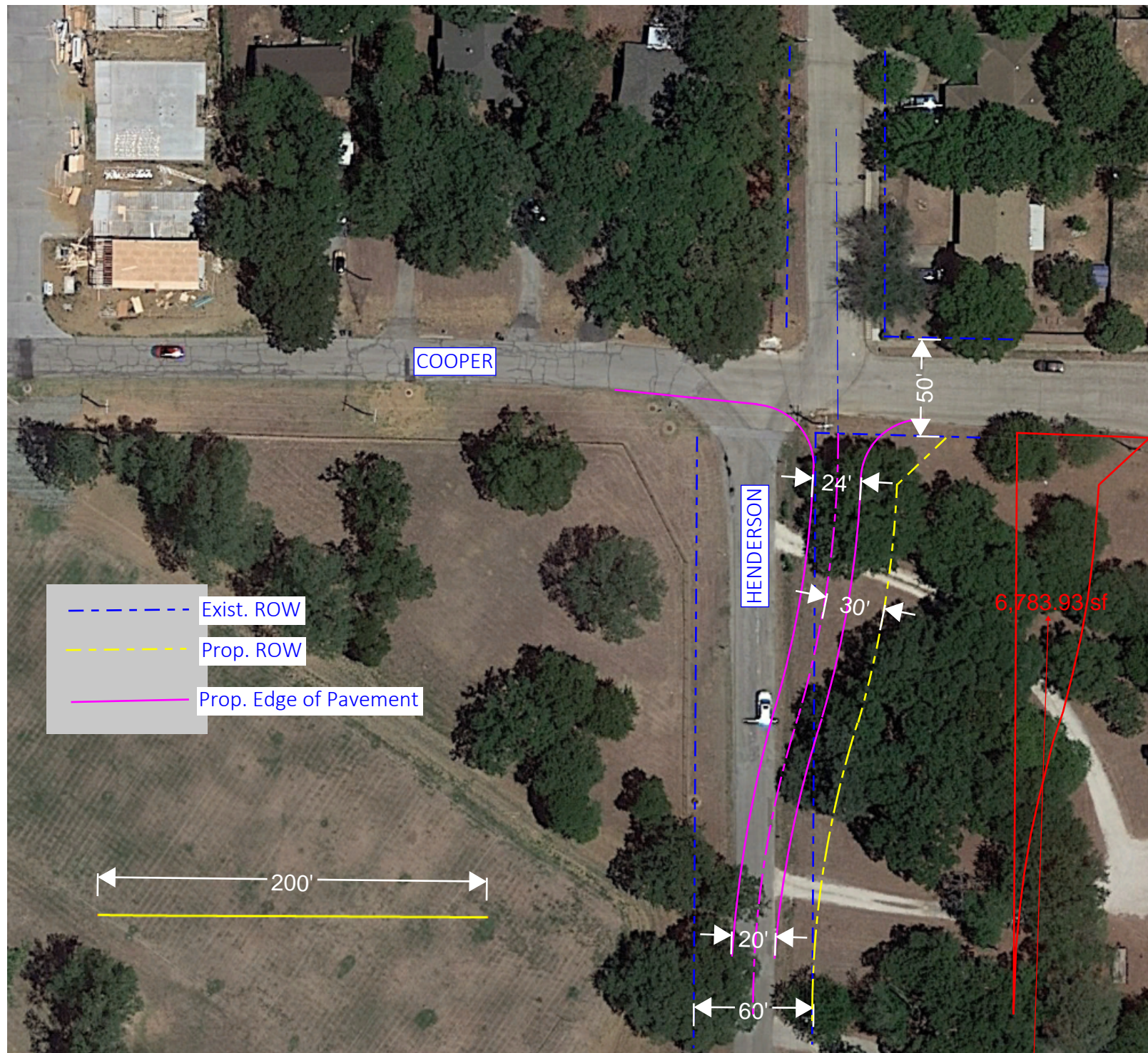
Request by council for an update on city streetlights and how we can install additional light in the areas that are lacking in visibility.

In early January 2023, city staff conducted a streetlight inspection and noted that there were around 40 streetlights that were not working properly. The bulk of those lights were owned by Oncor. Since the production of that report, service requests have been filled out with either Oncor or United Cooperative.

The city funds more than 250 street lights in the city with an additional 126 guard lights and private lights paid for by property owners.

By the time of this meeting, staff will have already provided a document that can be found on the website, that will allow residents to make a request to have a light installed. Once a request has been received, staff will determine whose service area the light is in, and contact that agency for the installation.

Additionally, Development Services will begin to more carefully review new developments to assure adequate streetlights are included.



Assumptions:

1. Henderson St. ROW = 60' (measured from Henderson St. plans @ High School)
2. Cooper Ln. ROW = 50' on the east side of Henderson.

Approx. ROW taking
(0.16 Ac.)



MINUTES
CITY COUNCIL REGULAR MEETING
COUNCIL CHAMBERS
JANUARY 19, 2023
6:30 PM

PRESENT

Mayor Scott Kimble
 Councilmember Johnny Waldrip
 Councilmember Mike Kidd
 Councilmember Angela Nichols
 Councilmember Merle Breitenstein
 Councilmember Shelly Anderson

STAFF

City Manager Mike Peacock
 City Secretary Alice Holloway
 City Attorney Terry Welch
 Development Services Director Aaron Maldonado

ABSENT

Councilmember Robert Fleming

The Joshua City Council held a Work Session at 6:30 pm. A Regular Meeting was held immediately following the Work Session in the Council Chambers at the Joshua City Hall, located at 101 S. Main St., Joshua, Texas, on January 19, 2023. 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/84022200454?pwd=UFBXN3pqdjJoTWWhHQ0RWQjl4QkhKUT09>

Meeting ID: 840 2220 0454 Passcode: 743754 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) 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 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

Mayor Kimble led the Pledge of Allegiance.

C. INVOCATION

Mrs. Kim Kimble gave the invocation.

D. WORK SESSION

1. Review and discuss questions related to the budget report and financial statement for December 2022.
(Staff Resource: M. Peacock)

City Manager Peacock gave a description of the December 2022 budget and financial statement.

2. Discussion on the letter of intent from Southwestern Adventist University regarding exploring establishing a Dinosaur Museum in the City of Joshua.

Dr. Jared Wood, Professor at Southwestern Adventist University, stated that he lives in Mountain Valley, and his kids attend Joshua ISD. He said that he has an investment in Joshua. He stated that they have over 40,000 fossils at the university. In addition, he stated that with the current inventory, the proposed museum could be great with hands-on experience. Dr. Wood noted that this is a chance to reach people to get involved in science, and this place is prime to attract tourists.

3. Discussion on a request of amending Tree Preservation in section 10.10.8 of the Zoning Ordinance. (Staff Resource: A. Maldonado)

Development Services Director Maldonado stated that the Planning & Zoning Commission had made several recommendations regarding the Tree Preservation Ordinance.

Mr. Maldonado listed the following as suggested changes:

- Change the sections that refer to a protected tree trunk diameter of 18" to 12".
- Clarification on section 8.15.3 Tree removal permit letter D&G on the 12" and 12'.
After much discussion, the commission suggested the following.
- Deleted the not protected tree list
- Clarification on Tree replacement- a sufficient number of trees shall be planted to equal in caliper the diameter of the trees removed?
- Under required application, add clarity on how to protect a protected tree with fencing.

City Secretary Holloway stated that this item would be placed on the February agenda for a public hearing and approval of the Ordinance.

4. Discussion on the potential of a bond election to be held in May 2023 for a municipal center.

City Manager Peacock gave an update on the municipal complex. Mr. Peacock stated that the plan is to bring the council an option to stay within a specific dollar amount in February. Mr. Peacock noted that currently, the price is under \$15,000,000. City Council directed staff to maintain areas for future growth. Council Breitenstein asked if the building will be able to handle the growth in 10 years. City Manager Peacock stated that it is designed for the next 25 years.

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.

Mayor Kimble made the following statements:

Christmas Party was great.

Next week the city is hosting a mayor's conference with the new county judge.

Councilmember Anderson made the following statement:

The JSCUD Board of Directors are currently in early voting and election day is the first Saturday in February.

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.

Fire Chief Griffith introduced the newest fire employees. Michael, Ray, Joey, Blake, and captain White.

G. CONSENT AGENDA

1. Discuss, consider, and possible action on the meeting minutes of December 15, 2022. (Staff Resource: A. Holloway)

Motion made by Councilmember Breitenstein to approve the meeting minutes of December 15, 2022.
Seconded by Councilmember Anderson.

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

H. REGULAR AGENDA

1. Discuss consider, and possible action on the request to purchase a brush truck in the amount of \$188,228 for the Fire Department. (Staff Resource: T. Griffith)

Fire Chief Griffith stated he passed out an additional paper before the meeting that he did not upload to help explain the total cost. He has requested a 50 percent reimbursement from EDC; they want to put a policy together and then will consider it. Peacock stated that it is not in the budget, but we have options to make the purchase.

2. Discuss, consider, and possible action on the Joint Election Agreement with Joshua Independent School District for the May 6, 2023, Election. (Staff Resource: A. Holloway)

Motion made by Councilmember Nichols to approve the Joint Election Agreement. Seconded by Councilmember Kidd.

Voting Yea: Mayor Kimble, Councilmember Waldrup, Councilmember Kidd, Councilmember Nichols,

3. Discuss, consider, and possible action on an Ordinance ordering a General Election to be held on Saturday, May 6, 2023, for the purpose of electing a Council Member Councilmember and a Council Member Councilmember for a Three (3) Year Term. (Staff Resource: A. Holloway)

Motion made by Councilmember Waldrip to approve an Ordinance ordering a General Election to be held on Saturday, May 6, 2023, for the purpose of electing a Council Member Councilmember and a Council Member Councilmember for a Three (3) Year Term. Seconded by Councilmember Anderson. Voting Yea: Mayor Kimble, Councilmember Waldrip, Councilmember Kidd, Councilmember Nichols, Councilmember Breitenstein, Councilmember Anderson

4. Discuss, consider, and possible action on an Ordinance ordering a Special Election to be held on Saturday, May 6, 2023, for the purpose of Voting “Yes” or “No” on Seven (7) Proposed City Charter Amendments. (Staff Resource: A. Holloway)

Mayor Kimble moved to approve the Ordinance ordering a Special Election on May 6, 2023, with the following change to proposition B:

To be considered full term, a council member must serve over 547 days in the elected position. The person must be out of office for one city general election cycle after serving 4 consecutive terms or after the resignation prior to the end of the elected term before becoming eligible to hold a councilmember position in an elected or appointed. No person shall serve more than 4 consecutive elected terms as mayor. Terms served as councilmembers shall not be counted as terms as mayor. To be considered full term, the mayor must serve over 547 days as an elected position and must be out of office for one city general election cycle after serving 4 consecutive terms or after resignation prior to the end of the elected term before becoming eligible for holding a position of councilmember elected or appointed or to run for mayor again.

Councilmember Breitenstein seconded the motion. After much discussion, Councilmember Breitenstein withdrew his motion to second. The item died.

Councilmember Anderson moved to approve an Ordinance ordering a Special Election to be held on Saturday, May 6, 2023, for the purpose of Voting “Yes” or “No” on Seven (7) Proposed City Charter Amendments as presented in the draft Ordinance. Seconded by Councilmember Kidd.

Voting Yea: Councilmember Waldrip, Councilmember Kidd, Councilmember Nichols, Councilmember Anderson

Voting Nay: Mayor Kimble, Councilmember Breitenstein

5. Discuss, consider, and possible action on development agreements and property owners replacing the agreements dated 2018 and authorizing the City Manager to sign all necessary documents. (Staff Resource: A. Holloway)

Motion made by Councilmember Kidd to approve the agreements presented. Seconded by Councilmember Anderson.

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

I. STAFF REPORT-December 2022

1. Police Department
2. Fire Department
3. Municipal Court
4. Utility Department

5. Parks Department
6. Public Works
7. Development Services
8. Animal Services
9. City Secretary's Office

J. EXECUTIVE SESSION

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

1. Section 551.087. Deliberation regarding commercial or financial information that the City has received from a business prospect or to deliberate the offer of a financial or other incentive to a business prospect.

Mayor Kimble announced that the City Council will recess into Executive Session at 8:34 pm.

K. RECONVENE INTO REGULAR SESSION

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

Mayor Kimble reconvened the meeting into regular session at 8:44 pm. No action taken as a result of the executive session.

L. 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.

The following items were requested to be placed on the February Agenda:

- Councilmember Kidd - Library Funding
- Councilmember Kidd - Traffic issues at Henderson and Cooper Valley
- Councilmember Nichols - City Lighting
- Councilmember Nichols- City Park Land
- Mayor Kimble - Update on the Golf Course

M. ADJOURNMENT

Mayor Kimble adjourned the meeting at 8:46 pm.

Scott Kimble, Mayor

Alice Holloway
City Secretary

Approved: February 16, 2023

Item 1.

Draft of February 10, 2023

**AN ORDINANCE CALLING A BOND ELECTION TO BE HELD IN
THE CITY OF JOSHUA, TEXAS; MAKING PROVISION FOR THE
CONDUCT OF AN ELECTION; AND RESOLVING OTHER MATTERS
INCIDENT AND RELATED TO SUCH ELECTION**

WHEREAS, the City Council (the *Council*) of the City of Joshua, Texas (the *City*), located in Johnson County, Texas (the *County*), hereby finds and determines that an election should be held to determine whether the Council shall be authorized to issue general obligation bonds of the City in the amount and for the purposes hereinafter identified (the *Election*); and

WHEREAS, the City will conduct the Election in accordance with the laws of the State of Texas (the *State*) and applicable federal laws; and

WHEREAS, the Council hereby finds and determines that the necessity to construct various capital improvements within the City necessitates that it is in the public interest to call and hold the Election at the earliest possible date to authorize the issuance of general obligation bonds for the purposes hereinafter identified; and

WHEREAS, the Council hereby finds and determines that the actions hereinbefore described are in the best interests of the residents of the City; now, therefore,

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

SECTION 1. The Election shall be held in the City of Joshua, Texas on the 6th day of May, 2023 (*Election Day*), which is a uniform election date under the Texas Election Code, as amended, and is not less than 78 days nor more than 90 days from the date of the adoption of this ordinance (the *Ordinance*), for the purpose of submitting the following measure to the qualified voters of the City:

MEASURE A

“Shall the City Council of the City of Joshua, Texas be authorized to issue and sell one or more series of general obligation bonds of the City in the aggregate principal amount of not more than \$15,000,000 for the purpose of designing, acquiring, constructing, purchasing, renovating, improving, upgrading, updating, enlarging, demolishing, and equipping a City Hall Complex, including a police station, and the purchase of land, easements, rights-of-way, and other real property interests necessary therefor or incidental thereto, and completing related landscaping; such bonds to mature serially or otherwise (not more than 40 years from their date) in accordance with law; and any issue or series of said bonds to bear interest at such rate or rates (fixed, floating, variable or otherwise) as may be determined within the discretion of the City Council, provided that such rate of interest shall not exceed the maximum rate per annum authorized by law at the time of the issuance of any issue or series of said bonds; and shall the City Council of the City be authorized

to levy and pledge, and cause to be assessed and collected, annual ad valorem taxes, within the limitations prescribed by law, on all taxable property in said City sufficient to pay the annual interest and provide a sinking fund to pay the bonds at maturity and the cost of any credit agreements executed in connection with the bonds?"

SECTION 2. One or more City election precincts are hereby established for the purpose of holding the Election, and one or more polling places are hereby designated for holding the Election in the City election precincts as identified in Exhibit A to this Ordinance (which is incorporated herein by reference for all purposes). At least 79 days prior to Election Day, or as soon thereafter as is reasonably practicable, the City, acting through the Mayor, the City Manager, or the designee thereof, as necessary or desirable, will appoint the Presiding Judges, Alternate Presiding Judges, Election Clerks, and all other election officials for the Election, together with any other necessary changes to election practices and procedures and can correct, modify, or change the Exhibits to this Ordinance based upon the final locations and times agreed upon to the extent permitted by applicable law.

A. The Presiding Judge shall appoint not less than two resident qualified voters of the County to act as clerks in order to properly conduct the Election. To the extent required by the Texas Election Code, as amended, or other applicable law, the appointment of these clerks must include a person fluent in the Spanish language to serve as a clerk to render oral aid in the Spanish language to any voter desiring such aid at the polls on Election Day. If the Presiding Judge appointed actually serves, the Alternate Presiding Judge shall serve as one of the clerks. In the absence of the Presiding Judge, the Alternate Presiding Judge shall perform the duties of the Presiding Judge of the election precinct.

B. On Election Day, the polls shall be open as designated on Exhibit A.

C. The main early voting location is designated in Exhibit B to this Ordinance (which is hereby incorporated herein by reference for all purposes). The individual named as the Early Voting Clerk as designated in Exhibit B is hereby appointed as the Early Voting Clerk to conduct such early voting in the Election. The Early Voting Clerk shall appoint the Deputy Early Voting Clerks. This main early voting location shall remain open to permit early voting on the days and at the times as stated in Exhibit B. Early voting shall commence as provided on Exhibit B and continue through the date set forth on Exhibit B, all as provided by the provisions of the Texas Election Code, as amended.

Additionally, permanent and/or temporary branch offices for early voting by personal appearance may be established and maintained in accordance with the Texas Election Code. In the event such permanent and/or temporary branch locations are established, information regarding the locations, dates, and hours of operation for early voting at these offices shall be determined by the Early Voting Clerk, as identified in Exhibit B hereto.

An Early Voting Ballot Board is hereby established for the purpose of processing early voting results. The individual designated in Exhibit B as the Presiding Judge of the Early Voting

Ballot Board is hereby appointed the Presiding Judge of the Early Voting Ballot Board. The Presiding Judge shall appoint not less than two resident qualified voters of the City to serve as members of the Early Voting Ballot Board.

SECTION 3. Electronic voting machines may be used in holding and conducting the Election on Election Day; provided, however, in the event the use of such electronic voting machines is not practicable, the Election may be conducted on Election Day by the use of paper ballots (except as otherwise provided in this section). Electronic voting machines or paper ballots may be used for early voting by personal appearance (except as otherwise provided in this section). Pursuant to Section 61.012, as amended, Texas Election Code, the City shall provide at least one accessible voting system in each polling place used in the Election. Such voting system shall comply with State and federal laws establishing the requirement for voting systems that permit voters with physical disabilities to cast a secret ballot. Any legally permissible voting method may be used for early voting and Election Day voting by personal appearance. Certain early voting may be conducted by mail.

SECTION 4: The City is authorized to utilize a Central Counting Station (the *Station*) as provided by Section 127.001, *et seq.*, as amended, Texas Election Code. The Early Voting Clerk, or the designee thereof, is hereby appointed as the Manager of the Station, who will establish a written plan for the orderly operation of the Station in accordance with the provisions of the Texas Election Code. The Council hereby authorizes the Early Voting Clerk, or the designee thereof, to appoint the Tabulation Supervisor and the Programmer for the Station and may appoint Station clerks as needed or desirable. The Early Voting Clerk will publish (or cause to be published) notice and conduct testing on the automatic tabulation equipment relating to the Station and conduct instruction for the officials and clerks for the Station in accordance with the provisions of the Texas Election Code. Lastly, the Council hereby appoints the Secretary of the Board as the Presiding Judge of the Station.

SECTION 5. The official ballot shall be prepared in accordance with the Texas Election Code, as amended, so as to permit voters to vote “FOR” or “AGAINST” the aforesaid measure which shall appear on the ballot substantially as follows:

PROPOSITION A

“THE ISSUANCE OF NOT TO EXCEED \$15,000,000 OF CITY OF JOSHUA,
TEXAS GENERAL OBLIGATION BONDS FOR A CITY HALL COMPLEX,
INCLUDING A POLICE STATION, AND THE LEVYING OF A TAX IN
PAYMENT THEREOF”

SECTION 6. All resident qualified voters of the City shall be permitted to vote at the Election, and on Election Day, such voters shall vote at the designated polling places. The Election shall be held and conducted in accordance with the provisions of the Texas Election Code, as amended, Chapters 1251 and 1331, as amended, Texas Government Code, and as may be required by any other law. To the extent required by law, all materials and proceedings relating to the Election shall be printed in both English and Spanish.

SECTION 7. Notice of election, including a Spanish translation thereof, shall be published on the same day in each of two successive weeks in a newspaper of general circulation in the City, the first of these publications to appear in such newspaper not more than 30 days, and not less than 14 days, prior to Election Day. Moreover, a substantial copy of this Ordinance and the voter information attached as Exhibit C, including a Spanish translation thereof, shall be posted (i) at City Hall not less than 21 days prior to Election Day; (ii) at three additional public places within the City not less than 21 days prior to Election Day, (iii) in a prominent location at each polling place on Election Day and during early voting, and (iv) in a prominent location on the City's internet website not less than 21 days prior to Election Day. A sample ballot shall be posted on the City's internet website not less than 21 days prior to Election Day.

SECTION 8. As required by and in accordance with Section 3.009(b)(5) and (7) through (9) of the Texas Election Code, the City, as of the date of this ordinance, had outstanding an aggregate principal amount of debt equal to \$11,090,000; the aggregate amount of the interest owed on such City debt obligations, through respective maturity, totaled \$1,527,250; and the City levied an ad valorem debt service tax rate for its outstanding debt obligations of \$0.189461 per \$100 of taxable assessed valuation. The City estimates an ad valorem debt service tax rate of \$0.2509 per \$100 of taxable assessed valuation if the bonds that are subject of the Election are approved and are issued (taking into account the outstanding City bonds and bonds that are the subject of this Election, but not future bond authorizations of the City). The bonds that are the subject of this Election shall mature serially or otherwise overall a specified number of years (not more than 40 years from their date), as preserved by applicable Texas law, though the City estimates that, based on current bond market conditions, such bonds will amortize over a 30-year period from their respective date of issue. The foregoing estimated tax rate and amortization period are only estimates, provided for Texas statutory compliance, and do not serve as a cap on any City ad valorem tax rate or the amortization period for bonds that are the subject of this Election.

SECTION 9. The Council authorizes the Mayor, the City Manager, or their respective designee, to negotiate and enter into one or more joint election agreements and/or similar contracts or agreements if desired or required to comply with applicable law, as permitted and in accordance with the provisions of the Texas Election Code, as amended. In addition, the City authorizes the Mayor, the City Manager, or their respective designee of either of such parties to make such technical modifications to this Ordinance that are necessary for compliance with applicable Texas or federal law or to carry out the intent of the Council, as evidenced herein. To the extent that any duty or obligation of the City, in general, or any City official, in particular, is properly delegated to the County pursuant to a joint election agreement, then the County's carrying out those duties and obligations on the City's behalf pursuant to the terms of such joint election agreement shall be binding upon the City and are hereby determined by the Council to be evidence of the City's compliance with the provisions of applicable Texas law concerning the Election relative to the same. By incorporating all essential terms necessary for a joint election agreement, this Ordinance is intended to satisfy Section 271.002(d) of the Texas Election Code, as amended, without further action of the City Council. To the extent needed or desirable, the Administrator is hereby appointed joint custodian of voted ballots for the purposes of Section 31.096, as amended, Texas Election Code.

SECTION 10. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.

SECTION 11. All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters ordained herein.

SECTION 12. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 13. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 14. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and this Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 15. Pursuant to the provisions of Section 1201.028, as amended, Texas Government Code, this Ordinance shall be effective immediately upon adoption, notwithstanding any provision in the City's Home Rule Charter to the contrary concerning a multiple reading requirement for the adoption of ordinances.

* * * *

PASSED AND APPROVED on the 16th day of February, 2023.

CITY OF JOSHUA, TEXAS

Scott Kimble,
Mayor

ATTEST:

Alice Holloway,
City Secretary

(CITY SEAL)

Exhibit A**ELECTION DAY PRECINCTS AND POLLING PLACES**

City Website: www.cityofjoshuatx.us

Election Day: Saturday, May 6, 2023

Election Day Polling Locations open from 7 a.m. to 7 p.m.

Presiding Judge(s) and Alternate(s): to be appointed by the City

City Precinct

1

Polling Location

Joshua Community Room, 907 South Broadway, Joshua, Texas

[The remainder of this page intentionally left blank.]

Exhibit B

EARLY VOTING

City Website: www.cityofjoshuatx.us

Early voting begins Monday, April 24, 2023 and ends on Tuesday, May 2, 2023.

Early Voting Clerk: Alice Holloway
101 South Main Street,
Joshua, Texas 76058

Presiding Judge of the Early Voting Ballot Board: to be appointed by the City

Main Early Voting Polling Place, Dates, and Times

Joshua City Hall
101 South Main Street
Joshua, Texas 76058

Dates

Monday, April 24, 2023 through

Thursday, April 27, 2023

Friday, April 28, 2023

Monday, May 1 through Tuesday, May 2

Times

7:30 a.m. to 5:30 p.m.

8:00 a.m. to 12:00 noon

7:00 a.m. to 7:00 p.m.

Early Voting by Mail

Applications for voting by mail should be received no later than the close of business (5:00 p.m.) on Tuesday, April 25, 2023. Applications should be sent to:

Alice Holloway
101 South Main Street,
Joshua, Texas 76058
fax: (817) 641-7526
email: aholloway@cityofjoshuatx.us

If an application for ballot by mail is faxed or emailed (or if a federal postcard application is faxed), the applicant must also mail the original application so that the early voting clerk receives the original no later than four days after receiving the emailed or faxed copy.

[The remainder of this page intentionally left blank.]

Exhibit C**VOTER INFORMATION DOCUMENT**

City of Joshua, Texas Proposition A:

<input type="checkbox"/> FOR	“THE ISSUANCE OF NOT TO EXCEED \$15,000,000 OF CITY OF JOSHUA, TEXAS GENERAL OBLIGATION BONDS FOR A CITY HALL COMPLEX, INCLUDING A POLICE STATION, AND THE LEVYING OF A TAX IN PAYMENT THEREOF”
<input type="checkbox"/> AGAINST	

principal of debt obligations to be authorized	\$15,000,000
estimated interest for the debt obligations to be authorized presuming an interest rate of 5.00%	\$9,215,625
estimated combined principal and interest required to pay on time and in full the debt obligations to be authorized amortized over 30 years	\$24,215,625
as of the date the election was ordered, principal of all outstanding debt obligations	\$11,090,000
as of the date the election was ordered, the estimated interest on all outstanding debt obligations	\$1,527,550
estimated combined principal and interest required to pay on time and in full all outstanding debt obligations amortized over 17 years	\$12,617,550
estimated maximum annual increase in the amount of taxes on a residence homestead with an appraised value of \$100,000 to repay the debt obligations to be authorized, if approved This figure assumes the amortization of the City’s debt obligations, including outstanding debt obligations and the proposed debt obligation; changes in estimated future appraised values within the City; changes in estimated future appraised values within the political subdivision; and the assumed interest rate on the proposed debt obligations.	\$61.44

[The remainder of this page intentionally left blank.]



**City Council Agenda
February 10, 2023**

Ordinance

Action Item

Agenda Description:

Discuss, consider, and possible action on an Ordinance calling a Bond Election to be held in the City of Joshua, Texas; making provisions for the conduct of an election; and resolving other matters incident and related to such election.

Background Information:

During the January meeting, staff was directed to prepare an Ordinance calling an Bond Election in the amount not to exceed \$15,000,000 for the purpose of a Municipal Complex Building, including a police station and city hall.

The bond election will submit to the voters a proposition for the construction of a City Hall Complex, including a Police Station. If the proposition is approved, the City is authorized to issue general obligation bonds supported by ad valorem taxes. If the proposition fails, the City may submit the proposition to the voters again at the next uniform election date (November 2023) or later. However, if the proposition fails on election day, the City may not issue Certificates of Obligation without an election for the construction of a City Hall or Police Station for at least three years after May 6, 2023. If the proposition fails, the City may also issue revenue bonds or utilize unencumbered general fund moneys toward the construction of the City Hall/Police Complex, but cannot issue general obligation bonds without voter approval.

Financial Information:

Currently, \$6,000 is budgeted for Elections.

If a bond election is called, the City will be holding one general and two special elections in May. An estimate will be available in the near future.

City Contact and Recommendations:

Alice Holloway, City Secretary

Attachments:

Item 1.

1. Ordinance



**City Council Agenda
February 16, 2023**

Minutes Resolution

Action Item

Agenda Description:

Public hearing on a request for approving amendments to Tree Preservation State Requirement Ordinance contained in Ch. 14 Zoning Ordinance, Article 8, and Ch. 10 Subdivision Ordinance, Article 10.

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

Background Information:

The subdivision and zoning ordinance was adopted in 2020.

Financial Information:

N/A

City Contact and Recommendations:

Aaron Maldonado, Development Services Director

Staff recommends approval.

Attachments:



**City Council Agenda
February 16, 2023**

Minutes Resolution

Action Item

Agenda Description:

Discuss, consider, and possible action on approving amendments to Tree Preservation State Requirements Ordinance contained in Ch.14 Zoning Ordinance, Article 8, and Ch.10 Subdivision Ordinance, Article 10.

Background Information:

The subdivision and zoning ordinance was adopted in 2020.

Financial Information:

N/A

City Contact and Recommendations:

Aaron Maldonado

Director of Development Services

Attachments:

1. Zoning Ordinance Tree Preservation
2. Subdivision Ordinance Tree Preservation

CITY OF JOSHUA, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, AMENDING SECTION 10.10.8, "TREE PRESERVATION," OF ARTICLE 10, "MISCELLANEOUS REQUIREMENTS," OF THE SUBDIVISION ORDINANCE, EXHIBIT A TO CHAPTER 10, "SUBDIVISION REGULATION," OF THE CODE OF ORDINANCES OF THE CITY OF JOSHUA, TEXAS; AMENDING ARTICLE A5.000, "LAND USE AND DEVELOPMENT FEES," OF APPENDIX A, "FEE SCHEDULE," OF THE CODE OF ORDINANCES OF THE CITY OF JOSHUA, TEXAS; MAKING FINDINGS RELATIVE THERETO; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council wishes to amend certain provisions contained in its current tree preservation regulations in the City's Subdivision Ordinance to address current issues encountered since the adoption of the Subdivision Ordinance; and

WHEREAS, the City Council has determined that such amendments would be in the best interests of the City, its residents and those who develop property in the City; and

WHEREAS, the City Council of the City of Joshua, in compliance with the laws of the State of Texas, has given due notice and has concluded that the amendments referenced in the text of this Ordinance will promote the public health, safety and welfare of the citizens of the City.

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 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, Section 10.10.8, "Tree Preservation," of Article 10, "Miscellaneous Requirements," of the Subdivision Ordinance, Exhibit A to Chapter 10, "Subdivision Regulation," of the Code of Ordinances of the City of Joshua, Texas, is hereby amended to read as follows:

"SECTION 10.10.8 - TREE PRESERVATION

* * *

B. Definitions.

* * *

Protection Fencing - Snow fencing, chain-link fence, barbed wire fence, orange vinyl construction fencing and other similar fencing with a four-foot (4') approximate height. Typical tree protection fencing details are shown in Section 8.15. of the Zoning Ordinance, as amended.

* * *

Tree, Protected - Tree species that are listed on the City's Preferred Tree List (contained in Section 8.7 of the Zoning Ordinance, as amended) with a trunk diameter of 12 inches (12") or greater measured twelve inches (12") above ground. The diameter of a multi-trunk tree shall be determined by adding the total diameter of the largest trunk to ½ the diameter of each additional trunk.

Trees that are not listed on the City's Preferred Tree List are not protected.

C. Tree Removal Permit.

* * *

5. Private Property:

* * *

- c) Building/Contractors. All builders who have not submitted a request for a building permit as of the effective date of this Article are subject to the requirements herein. All areas within the driveway, sidewalks, patios, septic tank and lateral lines, parking area, pool, and associated deck area within twelve feet (12') of the building foundation as shown on an approved plot plan shall be exempt from the tree protection and replacement requirements of this Section. All other areas of the lot shall be subject to these requirements.

* * *

E. Permit Review and Approval Process.

* * *

- 1. Authority of Review and Approval/Denial. The Administrative Official shall be responsible for the review and approval/denial of all requests for tree removal permits and replacements thereof. If the Administrative Official

deems it necessary, he/she may require an application to be reviewed by the City Council. A tree removal application may be denied if the removal is not in the public interest, based upon the following factors: (a) the feasibility of relocating a proposed improvement that would require the removal or serious injury of the tree; (b) whether the lot or tract would comply with this article after the removal or serious injury; (c) whether the removal or serious injury is contrary to the public health, safety, or welfare; (d) the impact of the removal or serious injury on the urban and natural environment; (e) whether an economically viable use of the property will exist if the application is denied; (f) whether the tree is worthy of preservation; (g) whether the tree is diseased or has a short remaining life expectancy; (h) the effect of the removal or serious injury on erosion, soil moisture retention, flow of surface waters, and drainage systems; (i) the need for buffering of residential areas from the noise, glare, and visual effects of nonresidential uses; (j) whether a landscape plan has been approved by the Planning & Zoning Commission or City Council; (k) whether the tree interferes with a utility service; (l) whether the tree is near existing or proposed structures; or (m) whether the proposed mitigation for tree removal or serious injury is sufficient.

* * *

5. Payment in Lieu of Tree Replacement:

- a) A land owner or developer responsible for tree replacement under this Section may elect to meet the requirements in whole or in part, by a cash payment in lieu of tree replacement. The payment shall be on a diameter inch unit cost as established by the City Council in the latest approved Fee Schedule. Cash payment shall be deposited in the tree fund and be used to purchase and install landscaping (inclusive of trees, bushes, shrubs, mulch, soil, decorative rocks or stones, irrigation and necessary hardscape) at city parks, city tree farm, or other public areas.
- b) The applicant shall pay the permit fee for tree removal established by City Council as established in the latest approved Fee Schedule.
- c) Fees contributed to the tree fund shall be paid prior to the issuance of a grading permit on all commercial, industrial, or multi-family residential developments, prior to final approval of a gas well drilling permit and prior to filing a final plat in the Johnson County clerk's office for all single-family residential subdivisions.
- d) The penalty for removing or damaging protected trees without an approved permit shall be based on a diameter-inch unit cost (measured twelve inches (12" above ground), as established by the

City Council in the latest approved Fee Schedule.

F. Required Application.

* * *

3. Location of existing or proposed utility or drainage easements.

* * *

SECTION 3

From and after the effective date of this Ordinance, Article A5.000, "Land Use and Development Fees," of Appendix A, "Fee Schedule," of the Code of Ordinances of the City of Joshua, Texas, is hereby amended to read as follows:

"ARTICLE A5.000 LAND USE AND DEVELOPMENT FEES

* * *

- (p) Tree removal permit: \$50.00
- (1) Tree replacement: \$100.00/diameter-inch for each protected tree removed.
- (*) Penalty for removing/damaging protected trees without a permit: \$200.00/diameter inch.

* * *

SECTION 4

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 5

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

SECTION 6

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.

SECTION 7

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, THIS THE 16TH DAY OF FEBRUARY, 2023.

Scott Kimble, Mayor

ATTEST:

Alice Holloway, City Secretary

APPROVED AS TO FORM:

Terrence S. Welch, City Attorney

CITY OF JOSHUA, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, AMENDING SECTION 8.15, "TREE PRESERVATION STATE REQUIREMENTS," OF ARTICLE 8, "LANDSCAPE, OPEN SPACE AND TREE PRESERVATION," OF THE ZONING ORDINANCE, CONTAINED IN CHAPTER 14, "ZONING," OF THE CODE OF ORDINANCES OF THE CITY OF JOSHUA, TEXAS; MAKING FINDINGS RELATIVE THERETO; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council wishes to amend certain provisions contained in its current tree preservation regulations in the City's Zoning Ordinance to address current issues encountered since the adoption of the Zoning Ordinance; and

WHEREAS, the City Council has determined that such amendments would be in the best interests of the City, its residents and those who develop property in the City; and

WHEREAS, the Planning and Zoning Commission of the City of Joshua and the City Council of the City of Joshua, in compliance with the laws of the State of Texas, have given the requisite notices and after public hearings that were held before both the Planning and Zoning Commission and the City Council, the City Council has concluded that the amendments referenced in the text of this Ordinance will promote the public health, safety and welfare of the citizens of the City.

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 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, Section 8.15, "Tree Preservation State Requirements," of Article 8, "Landscape, Open Space and Tree Preservation," of the City's Zoning Ordinance, found in Chapter 14, "Zoning," of the Code of Ordinances of the City of Joshua, Texas, is hereby amended to read as follows:

"Section 8.15 Tree Preservation State Requirements

* * *

8.15.2 Definitions

* * *

Protection Fencing. Snow fencing, chain-link fence, barbed wire fence, orange vinyl construction fencing and other similar fencing with a four-foot (4') approximate height. Typical tree protection fencing details are shown below.

* * *

Tree, Protected. Tree species that are listed on the City's Preferred Tree List (contained in Section 8.7 of this Article, as amended) with a trunk diameter of 12 inches (12") or greater measured twelve inches (12") above ground. The diameter of a multi-trunk tree shall be determined by adding the total diameter of the largest trunk to ½ the diameter of each additional trunk.

Trees that are not listed on the City's Preferred Tree List are not protected.

8.15.3 Tree Removal Permit

* * *

C. Residential Subdivisions. All areas within public rights-of-way, utility easements, or drainage easements as shown on an approved final plat shall be exempt from the tree protection and replacement requirements specified herein. All other areas shall be subject to the requirements of this Section and the applicant for a tree removal permit shall indicate how protected trees may be saved.

* * *

G. Building/Contractors. All builders who have not submitted a request for a building permit as of the effective date of this Article are subject to the requirements herein. All areas within the driveway, sidewalks, patios, septic tank and lateral lines, parking area, pool, and associated deck area within twelve feet (12') of the building foundation as shown on an approved plot plan shall be exempt from the tree protection and replacement requirements of this Section. All other areas of the lot shall be subject to these requirements.

* * *"

SECTION 3

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 4

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

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 two thousand dollars (\$2,000.00) for each offense.

SECTION 6

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, THIS THE 16TH DAY OF FEBRUARY, 2023.

Scott Kimble, Mayor

ATTEST:

Alice Holloway, City Secretary

APPROVED AS TO FORM:

Terrence S. Welch, City Attorney

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

WHEREAS, The City of Joshua finds it in the best interest of the citizens of Joshua, that the Rifle-Resistant Body Armor Grant Program be operated for FY 2024; and

WHEREAS, the City of Joshua agrees to provide applicable matching funds for the said project as required by the Office of the Governor, Public Safety Office, Criminal Justice Division grant application; and

WHEREAS, the City of Joshua agrees that in the event of loss or misuse of the Office of the Governor funds, the City of Joshua assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, the City of Joshua designates the Chief of Police as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the City of Joshua approves submission of the grant application for the Rifle-Resistant Body Armor Grant Program to the Office of the Governor.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS,
THIS 16TH DAY OF FEBRUARY, 2023**

Scott Kimble, Mayor

ATTEST:

Alice Holloway, City Secretary

APPROVED AS TO FORM:

Terrence S. Welch, City Attorney



**Council Meeting Agenda
February 16, 2023**

Resolution

Action Item

Agenda Description:

Discuss, consider, and possible action on the resolution approving the submission of the grant application for the Rifle-Resistant Body Armor Grant Program.

Background Information:

The Joshua Police Department is applying for a grant from the Office of the Governor, Public Safety Office, Criminal Justice Division for the purchase of additional rifle resistant body armor for response to active shooters.

Financial Information:

N/A

City Contact and Recommendations:

David Gelsthorpe, Chief of Police

Recommends approval of the resolution supporting the grant application for funds to purchase rifle resistant body armor.

Attachments:

Resolution



**City Council Agenda
February 16, 2023**

Minutes Resolution

Action Item

Agenda Description:

Discuss, consider, and possible action on development agreements and property owners replacing the agreements dated 2018 and authorizing the City Manager to sign all necessary documents.

Background Information:

In 2018, several property owners agreed to a development agreement that guarantees the continuation of the extraterritorial status of their property, its immunity from annexation by the City, and its immunity from City property taxes for the term of five (5) years.

As these agreements are set to expire soon, staff has been directed to offer the same agreement with a term of twenty (20) years. There is approximately 103 development agreements staff is working to renew.

The City Secretary's Office is currently working with property owners to sign new agreements.

Agreements will be placed on agenda for possible approval as they are signed by the property owner. Once City Council approves, they will be filed with Johnson County Clerks Office and a copy will kept for city records and a copy will be mailed to each property owner.

The following addresses have been approved by (18) property owners:

1301 CR 705
1104 Oak Lane Dr
5015 & 5017 CR 803
5005 CR 803
1609 Dragon Rd.
1401 CR 705
117 Wilson Ln
114 Wilson Ln
5019 CR 803
979 & 1001 CR 705
916 CR 910
4915 CR 803
5045 CR 803

Financial Information:

Cost of notices and filing fees. Approximately \$55.00 per agreement.

City Contact and Recommendations:

Alice Holloway, City Secretary

Attachments:

1. Blank Agreement (same for all property owners)

STATE OF TEXAS

§

§

COUNTY OF JOHNSON

§

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into this ____ day of _____, 2023, by and between the City of Joshua, Texas ("City"), and _____ 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 ____ 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 _____, 2023, 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 _____,
2023, 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 _____,
2023, by _____.

My Commission Expires:

Notary Public, State of Texas

EXHIBIT A

Description of the Property

JCAD #:

Address:

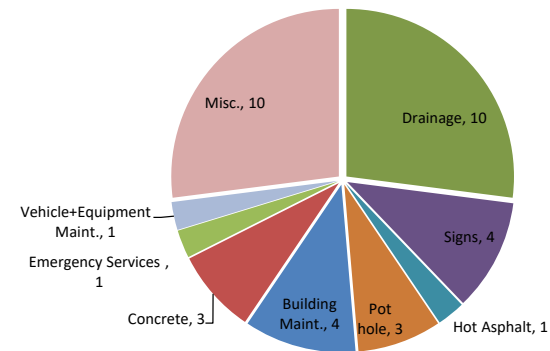
Lot Blk of the Addition
Being acre(s)

City of Joshua
Public Works Monthly Activity Report
For the Month of January 2023

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

Chart reflects one per daily occurrence

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



Public Works Monthly Team Status Report

For The Month Of January 2023

Completed Items

[illegible]

In Progress

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

Assigned But Not Yet Started

[illegible]

City of Joshua
Municipal Court Council Report
From 1/1/2023 to 1/31/2023

2/3/2023 10:4

Item 2.

Violations by Type

Traffic	Penal	City Ordinance	Parking	Other	Total
82	2	1	0	8	93

Financial

State Fees	Court Costs	Fines	Tech Fund	Building Security	Total
\$7,009.87	\$4,317.99	\$7,737.89	\$357.00	\$425.95	\$19,848.70

Warrants

Issued	Served	Closed	Total
0	0	5	5

FTAs/VPTAs

FTAs	VPTAs	Total
0	0	0

Dispositions

Paid	Non-Cash Credit	Dismissed	Driver Safety	Deferred	Total
63	0	33	5	25	126

Trials & Hearings

Jury	Bench	Appeal	Total
0	0	0	0

Omni/Scofflaw/Collection

Omni	Scofflaw	Collections	Total
57	0	57	114



Joshua Police Department



Item 3.

January 2023

The police department submitted its annual racial profiling report for calendar year 2022. The report was reviewed, and the department showed no areas of concern and remained in compliance with the Sandra Bland Act. The report was submitted to TCOLE. The department made 5,979 traffic stops in 2022 with no instances of complaints for racial bias.

The department is continuing its effort to ensure officers are adequately trained and equipped for critical incidents. The department is moving towards proving all sworn members with active shooter training, shield training, and tactical medical training. The department is also sending two members to a basic SWAT school for enhanced tactics training. The department received Halligan tools to be placed in every marked unit for breaching and the department was able to place an order for six ballistic shields with funds provided by a grant from the Governor's Office.

The department is on track to fill its last two vacancies with sworn and experienced personnel from neighboring agencies and one out of state candidate with prior Texas law enforcement experience. We are vetting five total candidates for our last two remaining positions and should be able to have them sworn in by the end of February.

The agency is continuing to work with Johnson County, the City of Cleburne, and the City of Burleson on the implementation of a new CAD/RMS software. While the process stalled late in 2022, the process has begun to move forward. The City of Burleson has also expressed interest in continuing a consortium model and providing CAD/RMS services. The department is vetting the two software vendors with the assistance of Todo Verde and a decision to move forward with Burleson, or a Johnson County/Cleburne consortium will be forthcoming.

Patrol

Category	January 2023	January 2022	2023 year to date
Dispatched Calls	234	199	234
Arrests	16	17	16
Crash Reports	7	2	7
Traffic Stops	378	760	378
Citations	94	320	94
Outside LE Agency Assist	8	20	8
Reports	54	48	54

K9

K9 Camo participated in 11 hours of training in narcotics detection. K9 Camo was not deployed during the month of January.



Joshua Police Department



Item 3.

Investigations

The department is still receiving complaints of fraudulent credit card activity related to the Valero station. The transactions are limited to credit cards issued by Valero and the department is working with the Circle K corporation to determine the source of the data breach.

Category	January 2023	January 2022	2023 year to date
Crimes Against Persons	5	4	5
Property Crime (Thefts, Damage)	15	2	15
Other (Drug or Alch/Missing/Deceased)	34	42	34

Training

Six officers attended ALERRT Active Shooter/Response training in January. These six officers are now certified ALERRT instructors and can begin instructing tactics and active shooter response. Two officers attended a First Responder Medical training course. This course is designed to teach officers in providing first aid and medical treatment for serious injuries during active incidents.

Community Outreach

Event	Date
Citizen Police Academy Alumni Meeting	January 3 rd
Crime Stoppers	January 10 th
Tarrant Food Bank	January 12 th

City of Joshua
Parks & Recreation
Status Report
For the month of January 2023

City of Joshua
Parks & Recreation
Status Report
For the month of January 2023

Grounds Maintenance	City Park	Baseball Complex	City Facilities	Entry Way Signs	Activity	Total Hours
Mowing					Mowing	
Weed Eating, Edging, Blowing					Weed Eating, Edging, Blowing	
Hedge & Tree Trimming					Hedge & Tree Trimming	
Flower Beds/Landscaping		40			Flower Beds/Landscaping	40
Fertilizing/Over Seeding					Fertilizing/Over Seeding	
Irrigation					Irrigation	
Trash Removal	70		40		Trash Removal	110
Field Maintenance	Field One	Field Two	Field Three		Field Mowing	
Mowing					Field Weed Eating	
Weed Eating					Infield Edging	
Infield Edging					Striping	
Striping					Infield Draging	
Infield Draging					Infield Repair	
Infield Repair					Fertilizing/Over Seeding	
Fertilizing/Over Seeding					Infield Watering	
Infield Watering					Trash Removal	30
Trash Removal	10	10	10		Custodail Duties	200
Building Maintenance	City Park	Baseball Complex	City Facilities		General Repairs	120
Custodail Duties	70	30	100		Toddler Playground	30
General Repairs	40		80		Equipment Maintenance	8
Toddler Playground	20	10			Special Events	79
Equipment Maintenance	4		4		Remodeling	23
Special Events			79		Total Man Hours	640
Remodeling			23			

Montly Shelter Statistics 2022-2023

Shelter Statistics									Medical Tests & Results			
Stats (2023)	Live Release Rate*	Visitors	Volunteer Hours	Community Service Hours	Phone Calls	Microchips Given	Owner Surrender	Total Heartworm Tests	Tested Heartworm Positive	Total FeLV Tests	Tested FeLV Positive	
October	100%	31	0	60	165	15	11	0	0	0	0	
November	100%	22	0	95	365	23	6	0	0	0	0	
December	100%	72	2.5	70	467	24	5	0	0	0	0	
January	100%	103	0	36	436	25	1	2	0	0	0	
February	#DIV/0!						0					
March	#DIV/0!						0					
April	#DIV/0!						0					
May	#DIV/0!						0					
June	#DIV/0!						0					
July	#DIV/0!						0					
August	#DIV/0!						0					
September	#DIV/0!						0					
Annual Total		228	2.5	261	1433	87	23	2	0	0	0	
Annual Average		57	0.625	65.25	358.25	21.75	1.916666667	0.5	0	0	0	
2022												
October	100%						2					
November	100%						1					
December	100%						2					
January	100%						4					
February	100%						4					
March	100%						1					
April	100%						1					
May	100%						10					
June	100%						2					
July	100%						2					
August	100%						4					
September	100%						4					
Total							106					
Average							1					

*FOP - Receipt: Revenue > Advanced Tab > Item Type: Outcome-Return to Owner > Item: First Offense Program
alternate ways to track FOP???

*Live Release = (Total intake - EU for space) / Total intake

citations

Calls & Citations

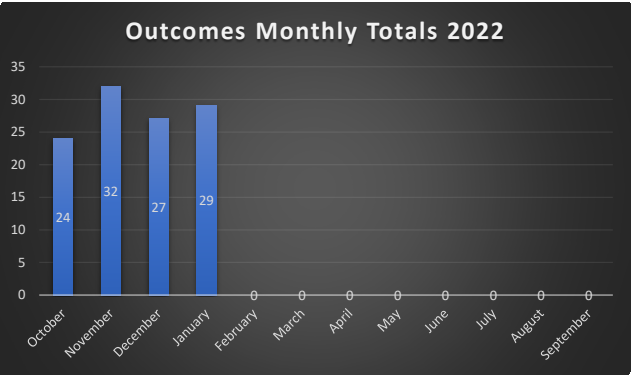
ACO Statistics	Field Cases by Officer						Actions Taken by Officer		Citation Breakdown															
	Total Calls (PetPoint)	Total Calls (Field Call Logs)	C. Hall	K. Smith	K. Gelsthorpe	Total Cases	Warnings Written	Citations Issued	Barking	RV Proof	RV Tag	No City Registration	Failure to Sterilize	At Large	Animal in Vehicle	Animal Sales	Cruelty	Over Limit	Food/H2O/Shelter/Vet	Quarantine	Dangerous Dog	Interference	Tethering	Defecation on Public/Private Property
October	0							4	0	0	1	1	1	1	0	0	0	0	0	0	0	0	0	0
November	0							0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
December	23		0	7	16	23	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
January	17						0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
February	0																							
March	0																							
April	0																							
May	0																							
June	0																							
July	0																							
August	0																							
September	0																							
Annual Total								4	0	0	1	1	1	1	0	0	0	0	0	0	0	0	0	0
Annual Average								1.00	0.00	0.00	0.25	0.25	0.25	0.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Year Prior (2022)																								
October						0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
November						0		20	0	10	0	2	8	0	0	0	0	0	0	0	0	0	0	0
December						0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
January						0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
February						0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
March						0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
April						0		26	0	12	1	0	11	1	0	0	0	0	0	0	0	0	0	1
May						0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
June						0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
July						0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
August						0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
September						0		5	0	0	4	0	0	0	0	0	0	0	0	1	0	0	0	0
Annual Total								51	0	22	5	2	19	1	0	0	0	0	0	1	0	0	0	1
Annual Average									0.00	1.83	0.42	0.17	1.58	0.08	0.00	0.00	0.00	0.00	0.00	0.08	0.00	0.00	0.00	0.08

Patrol Hours

Patrol Hours			
October	C. Hall	K. Smith	K. Gelsthorpe
November	0	0	0
December	0	0	0
January	0	3	4
February			
March			
April			
May			
June			
July			
August			
September			
Annual Total			
Annual Average			
Year Prior			
October			
November			
December			
January			
February			
March			
April			
May			
June			
July			
August			
September			
Annual Total			
Annual Average			

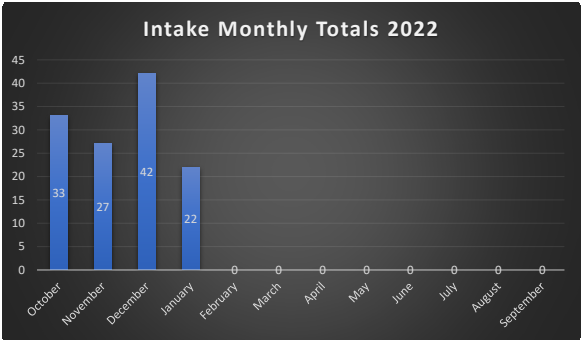
Outcome Statistics

	Outcome by Species						Outcome by Type										Offsite Adoption Events		Transfer Out (Rescue) by Species				Adoptions by Species					
2023 Animal Outcome	Outcome Total	Cat	Dog	Feral Cat	Other	Wildlife	Total Intake	Adoption	Died/DOA	Euthanasia	Rerurn to Owner	Service Out	Transfer Out	Wildlife	Returned in the Field	Total Outcome by Type	Total Events	Total Adoptions	Cat	Dog	Other	Check (Transfer Out)	Barn Cat	Cat	Dog	Other	Total Adoptions	
October	24	10	14	0	0	0	24	15	0	2	5	0	2	0	0	24	1	3	0	2	0	2	0	9	6	0	15	
November	32	17	15	0	0	0	32	23	0	0	5	0	4	0	0	32	1	5	3	1	0	4	0	14	9	0	23	
December	27	9	18	0	0	0	27	23	0	1	9	0	4	0	0	37	1	5	2	2	0	4	0	11	26	0	37	
January	29	10	19	0	0	0	29	24	1	0	2	0	2	0	0	29	0	0	0	0	0	0	0	9	15	0	24	
February	0						0									0	0	0	0	0	0	0				0		
March	0						0									0	0	0	0	0	0	0				0		
April	0						0									0	0	0	0	0	0	0				0		
May	0						0									0	0	0	0	0	0	0				0		
June	0						0									0	0	0	0	0	0	0				0		
July	0						0									0	0	0	0	0	0	0				0		
August	0						0									0	1	0	0	0	0	0				0		
September	0						0									0		0	0	0	0	0				0		
Annual Total	112	46	66	0	0	0	112	85	1	3	21	0	12	0	0		4	13	5	5	0	10	0	43	56	0	99	
Annual Average	9	12	17	0	0	0	28	21.25	0	1	5	0	3	0	0		0	1	0	0	0	1	0	11	14	0	8	
2022 Year Prior	0																											
October	43	30	13	0	0	0	43	25	0	2	5	0	11	0	0	43							0	19	6	0	25	
November	24	10	14	0	0	0	24	16	1	3	0	0	4	0	0	24							0	5	11	0	16	
December	29	19	10	0	0	0	29	13	0	0	3	0	13	0	0	29							0	9	4	0	13	
January	16	4	12	0	0	0	16	3	0	1	5	0	7	0	0	16							0	0	3	0	3	
February	16	5	11	0	0	0	16	8	0	1	4	0	3	0	0	16							0	2	6	0	8	
March	37	18	19	0	0	0	37	13	1	5	4	0	14	0	0	37							0	4	9	0	13	
April	16	5	11	0	0	0	16	7	0	1	1	0	7	0	0	16							0	2	5	0	7	
May	31	15	16	0	0	0	31	17	5	1	4	0	4	0	0	31							0	10	7	0	17	
June	65	46	19	0	0	0	65	20	2	14	5	0	24	0	0	65							0	9	11	0	20	
July	45	16	29	0	0	0	45	29	0	2	10	0	4	0	0	45							0	11	18	0	29	
August	36	10	26	0	0	0	36	15	0	0	4	0	0	0	0	19							0	7	17	0	24	
September	36	14	22	0	0	0	36	20	0	1	6	0	9	0	0	36							0	11	9	0	20	
Annual Total	394	192	202	0	0	0	394	186	9	31	51	0	100	0	0								0	89	106	0	195	
Annual Average	33	16	17	0	0	0	33	16	1	3	4	0	8	0	0								0	7	9	0	16.25	



Intake Statistics

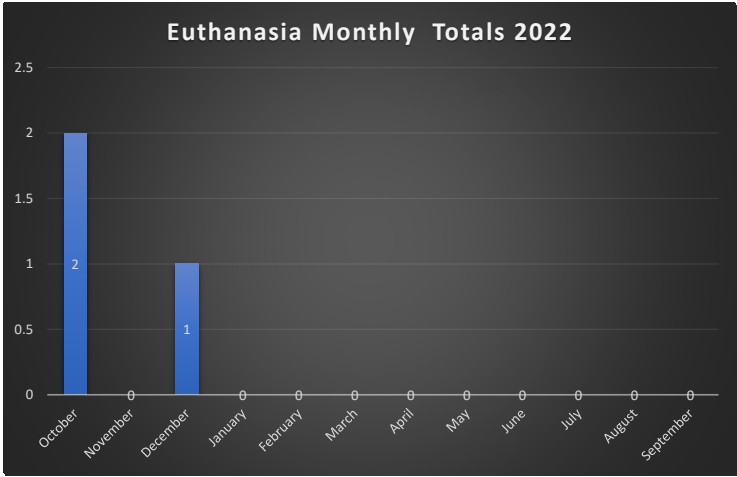
	Intake by Species							Intake by Type															Adoption Return by Species			
2023 Animal Intake	Total Intake	Cat	Dog	Feral Cat	Other	Wildlife	Intake Total	Deceased on Arrival (DOA)	Owner Surrender	Return (Adoption)	Public Drop Off	Coalition Partner	ACO/Pickup / Drop Off	Police Pickup / Drop Off	Seized/Custody	Born in Care	Service In (Shelter Quarantine)	Home/Vet Quarantine	Stray	Transfer In (rescue/Shelter)	Wildlife	Total Quarantined	Total Intake	Cat	Dog	Total Returned
October	33	18	15	0	0	0	33	0	11	1	0	0	0	0	0	0	0	0	21	0	0	0	33	1	0	1
November	27	7	20	0	0	0	27	0	6	1	0	0	0	0	0	0	0	0	20	0	0	0	27	0	1	1
December	42	8	34	0	0	0	42	0	5	1	0	0	13	7	0	10	0	0	6	0	0	0	42	0	2	2
January	22	9	13	0	0	0	22	0	1	2	0	0	0	0	0	0	0	0	19	0	0	0	22	1	1	2
February	0						0																0			0
March	0						0																0			0
April	0						0																0			0
May	0						0																0			0
June	0						0																0			0
July	0						0																0			0
August	0						0																0			0
September	0						0																0			0
Annual Total	124	42	82	0	0	0	124	0	23	5	0	0	13	7	0	10	0	0	66	0	0	0	124	2	4	6
Annual Average	31	11	21	0	0	0	10	0	6	1	0	0	3	2	0	3	0	0	17	0	0	0	31	1	1	1.5
2022 Year Prior																										
October	42	28	14	0	0	0	42	0	21	0	0	0	0	0	0	0	0	0	16	0	0	0	37	28	14	42
November	28	15	13	0	0	0	28	0	12	0	0	0	0	0	0	0	0	0	15	1	0	0	28	15	13	28
December	13	3	10	0	0	0	13	0	4	0	0	0	0	0	0	0	0	0	9	0	0	0	13	3	10	13
January	15	6	9	0	0	0	15	0	5	0	0	0	0	0	0	0	0	0	10	0	0	0	15	6	9	15
February	17	5	12	0	0	0	17	0	5	0	0	0	0	0	0	0	1	0	11	0	0	1	17	5	12	17
March	36	17	19	0	0	0	36	0	8	2	0	0	0	0	1	0	0	0	25	0	0	0	36	17	19	36
April	13	6	7	0	0	0	13	0	3	1	0	0	0	0	0	0	0	0	9	0	0	0	13	6	7	13
May	60	37	23	0	0	0	60	0	17	4	0	0	0	0	0	0	0	0	37	2	0	0	60	37	23	60
June	68	44	24	0	0	0	68	0	25	2	0	0	0	0	0	0	0	0	41	0	0	0	68	44	24	68
July	35	8	27	0	0	0	35	0	8	6	0	0	0	0	0	0	0	0	19	2	0	0	35	8	27	35
August	34	10	24	0	0	0	34	0	5	1	0	0	0	0	0	0	0	0	26	0	0	0	34	10	24	34
September	30	13	17	0	0	0	30	0	4	2	0	0	0	0	0	0	0	0	19	5	0	0	30	13	17	30
Annual Total	391	192	199	0	0	0	391	0	117	20	0	0	0	0	1	0	1	0	237	10	0	1	386	192	199	
Annual Average	33	16	17	0	0	0	33	0	10	2	0	0	0	0	0	0	0	0	20	1	0	0	32	16	17	



Euthanasia Statistics

2023 Outcome Euthanasia	Euthanasia by Species							Euthanasia Reason										
Month	Total Euthanized	Cat	Dog	Feral Cat	Other	Wildlife	Total	Age	Aggression	Behavi	Feral	Injured	Medical	Rabies Suspect	Sick	Space	Wildlife	Total
October	2	1	1	0	0	0	2	0	0	1	1	0	0	0	0	0	0	2
November	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
December	1	1	0	0	0	0	1	0	0	0	0	0	0	0	1	0	0	1
January	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	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
Annual Total	3	2	1	0	0	0	3	0	0	0	0	0	0	0	1	0	0	1
Annual Average	0.25	0.5	0.25	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2022 Year Prior																		
October	2	2	0	0	0	0	2	0	0	0	2	0	0	0	0	0	0	2
November	3	2	1	0	0	0	3	0	2	0	1	0	0	0	0	0	0	3
December	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
January	1	1	0	0	0	0	1	0	0	0	0	1	0	0	0	0	0	1
February	1	1	0	0	0	0	1	0	0	0	0	1	0	0	0	0	0	1
March	5	4	1	0	0	0	5	0	1	0	1	0	0	0	0	0	0	2
April	1	1	0	0	0	0	1	0	0	0	0	1	0	0	0	0	0	1
May	1	1	0	0	0	0	1	0	0	0	0	1	0	0	0	0	0	1
June	14	12	2	0	0	0	14	0	2	0	7	2	3	0	0	0	0	14
July	2	2	0	0	0	0	2	0	0	0	2	0	0	0	0	0	0	2
August	2	2	0	0	0	0	2	0	0	0	2	0	0	0	0	0	0	2
September	1	1	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	1
Annual Total	33	29	4	0	0	0		1	5	0	15	6	3	0	0	0	0	
Annual Average	3	2	0	0	0	0		0	0	0	1	1	0	0	0	0	0	

OUTCOME
Animal: Outcome
Crosstab
Dates
Outcome Type:
Euthanasia
X1: Outcome Subtype
Y1: Species
Y2: Outcome Subtype



Revenue

2023 Revenue	Revenue Breakdown																		Donation - Sponsorship Breakdown			
	Total Revenue	Adoptions	City Licenses	Surrenders	Microchips	Reclaim Fees	Quarantine Fees	Rabies Vouchers	Vaccinations	Impound Fees	Donations/ Other	Permit Applications	Permit Fees	Sterilizati on Vouchers	Scientific Research	Trap Rentals	Trap Service	Refunds	Sponsorship Total	Adoption Sponsor	Cat Cage	Dog Kennel
October	\$ 1,042.00	\$ 195.00	\$ -	\$ 40.00	\$ 300.00	\$ 135.00	\$ -	\$ 60.00	\$ -	\$ -	\$ 312.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
November	\$ 1,115.00	\$ 380.00	\$ -	\$ -	\$ 450.00	\$ -	\$ -	\$ 160.00	\$ -	\$ -	\$ 125.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
December	\$ 1,330.00	\$ 645.00	\$ -	\$ -	\$ 440.00	\$ 60.00	\$ -	\$ 80.00	\$ -	\$ -	\$ 105.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
January	\$ 2,085.00	\$ 650.00	\$ -	\$ 20.00	\$ 360.00	\$ 25.00	\$ -	\$ 100.00	\$ 830.00	\$ -	\$ 25.00	\$ -	\$ -	\$ 75.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
February	\$ -																					
March	\$ -																					
April	\$ -																					
May	\$ -																					
June	\$ -																					
July	\$ -																					
August	\$ -																					
September	\$ -																					
Annual Total	\$ 5,572.00	\$ 1,870.00	\$ -	\$ 60.00	\$ 1,550.00	\$ 220.00	\$ -	\$ 400.00	\$ 830.00	\$ -	\$ 567.00	\$ -	\$ -	\$ 75.00		\$ -	\$ -	\$ -				
Annual Average	\$ 464.33	\$ 467.50	\$ -	\$ 15.00	\$ 387.50	\$ 55.00	\$ -	\$ 100.00	\$ 207.50	\$ -	\$ 141.75	\$ -	\$ -	\$ 18.75		\$ -	\$ -	\$ -				
2022 Year Prior																						
October	\$ 1,585.00	\$ 430.00	\$ 25.00	\$ 110.00	\$ 725.00	\$ 30.00	\$ -	\$ 240.00	\$ -	\$ -	\$ 25.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
November	\$ 795.00	\$ 325.00	\$ 10.00	\$ -	\$ 340.00	\$ -	\$ -	\$ 120.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
December	\$ 1,870.00	\$ 280.00	\$ 5.00	\$ 40.00	\$ 340.00	\$ -	\$ -	\$ 110.00	\$ -	\$ -	\$ 1,095.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
January	\$ 225.00	\$ 50.00	\$ 15.00	\$ 40.00	\$ 80.00	\$ -	\$ -	\$ 40.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
February	\$ 515.00	\$ 145.00	\$ 10.00	\$ -	\$ 140.00	\$ -	\$ 140.00	\$ 80.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
March	\$ 670.00	\$ 260.00	\$ 45.00	\$ -	\$ 220.00	\$ 30.00	\$ -	\$ 115.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
April	\$ 660.00	\$ 165.00	\$ 35.00	\$ 20.00	\$ 160.00	\$ -		\$ 60.00	\$ -	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ 120.00	\$ -	\$ -	\$ -				
May	\$ 1,010.00	\$ 315.00	\$ 20.00	\$ 120.00	\$ 320.00	\$ 75.00	\$ -	\$ 160.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
June	\$ 1,475.00	\$ 345.00	\$ 80.00	\$ 215.00	\$ 380.00	\$ 25.00	\$ 150.00	\$ 180.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100.00	\$ -	\$ -				
July	\$ 1,190.00	\$ 420.00	\$ 55.00	\$ 80.00	\$ 400.00	\$ 45.00	\$ -	\$ 190.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
August	\$ 1,751.72	\$ 515.00	\$ 5.00	\$ 40.00	\$ 460.00	\$ 120.00	\$ 200.00	\$ 130.00	\$ -	\$ -	\$ 281.72	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
September	\$ 525.00	\$ 140.00	\$ -	\$ 40.00	\$ 140.00	\$ 90.00	\$ -	\$ 40.00	\$ -	\$ -	\$ 75.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
Annual Total	\$ 12,271.72	\$ 3,390.00	\$ 305.00	\$ 705.00	\$ 3,705.00	\$ 415.00	\$ 490.00	\$ 1,465.00	\$ -	\$ -	\$ 1,576.72	\$ -	\$ -	\$ -	\$ 120.00	\$ 100.00	\$ -	\$ -				
Annual Average	\$ 1,022.64	\$ 282.50	\$ 25.42	\$ 58.75	\$ 308.75	\$ 34.58	\$ 44.55	\$ 122.08	\$ -	\$ -	\$ 131.39	\$ -	\$ -	\$ -	\$ 10.00	\$ 8.33	\$ -	\$ -				

New Businesses Report January 2023

New Businesses (Certificate of Occupancy Issued)	Address
Kelly's Daiquiris & More	336 N. Broadway (Temp C/O)
H & R Block	307 S. Broadway
Future New Businesses (Applied for Certificate of Occupancy not completed)	Address
Premier Commercial Collision	619 N. Broadway
New CO Issued for existing Business (New Owner, New Location, Name change, etc)	Address
Crossroads Fellowship	311 Veatch
Leal Family Enterprises LLC (Becky's Café)	301 E 12 th Street (Adding a Meat Counter)
Joshua Food Store	401 N. Broadway

Building Inspection Report

January	2023	2022	YTD 2023	YTD 2022
Building	66	52	66	52
Electrical	51	23	51	23
Plumbing	54	24	54	24
Mechanical	20	6	20	6
Re-Inspections	38	0	38	0
Certificate of Occupancy	1	2	1	2
Certificate of Occupancy Re-Inspection	1	0	1	0
Total # of Inspections	231	107	231	107
Plan Review	11	6	11	6

Building Permit Report

January	2023	2022	YTD 2023	YTD 2022
Building	19	5	19	5
Electrical	11	10	11	10
Plumbing	11	5	11	5
Mechanical	12	6	12	6
Permanent Sign	0	2	0	2
Temporary Sign	6	2	6	2
Certificate of Occupancy	2	2	2	2
Swimming Pool	0	2	0	2
Sprinkler System	1	2	1	2
Solicitor	0	0	0	0
Contractor Registration	28	16	28	16
MHP Registration	1	0	1	0
Garage Sales	1		1	
Total # of Permits	92	52	92	52



City Secretary's Office

Monthly Report

January 2023

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 January 2023 and they were processed immediately following the meeting:

- Approval of a purchase of brush truck in the amount of \$188,228 for the Fire Department.
- Approval Joint Election Agreement with Joshua Independent School District for the May 6, 2023 Election.
- Ordinance ordering a General Election to be held on Saturday, May 6, 2023, for the purpose of electing two Council Members.
- Ordinance ordering a Special Election to be held on Saturday, May 6, 2023, for the purpose of Voting “Yes” or “No” on Seven (7) Proposed City Charter Amendments.
- Approval of new development agreements regarding the 2018 agreements.

City Secretary attended the following meetings: Meeting Minutes prepared and approved:

January 06, 2023	Planning & Zoning Commission	• Planning & Zoning - January 05, 2023
January 19, 2023	City Council Meeting	• City Council – January 19, 2023
January 19, 2023	NTMCA Meeting	

Election

City of Joshua- General Election Day- May 6, 2023, for the following places:

- Mike Kidd, Place 2
- Robert Fleming, Place 5

City of Joshua- Special Election Day- May 6, 2023:
Charter Amendments

Texas Constitutional Amendment election- November 7, 2023

Special Projects:**Website Update-**

City Secretary is making final changes to the website and will have department heads review their page for any updates. After that, we will be ready to go live. I have received several changes from the department heads. Once they are updated, we will be ready to go live.

Development Agreements- City Secretary is currently working on another round of development agreements. There is only a few other areas that needs to be completed. Each month, the City Secretary makes contact with property owners, set's up an appointment to explain the agreement. Once the agreement is signed, it goes to city council for approval and then an deannexation ordinance is presented for approval. Each document is filed with the county and then a copy of agreement is mailed to the property owner for their records. This is an ongoing project until completed.

The City Secretary's Office has started the process of renewing 103 Development Agreements that was approved in 2018. After each property owner signs the agreement, they will be taken to the City Council for approval.

Annual Records Destruction annual process is completed. A total of 30 banker boxes of records have been destroyed.

City Park-

City Secretary is working with a park designer/owner of park equipment business. Working with him, he has designed three different designs to totally revamp the park. The designs was presented to the parks board in November. The financial information and options will be presented to the parks board in March and the goal is for approval of design in March.

The City Secretary is also working with GrantWorks to update the City Park Masters Plan. This is normally a six month process. The survey is completed and the results will be presented with the park plan.

Code of Ordinance

The Code of Ordinance Vault is updated as scheduled All ordinances as of December 15, 2022 have been codified.

The Code of Ordinances page has been updated to the General Code's online code portal, eCode360®. The new code will have many new and robust features, below is just a few:

1. New Laws: New ordinances are posted in 24 hours, showing what section of the code is amended. The new ordinance is linked to the amended section and is fully searchable with the rest of the online code
2. PubDocs™: A self-managed, secure way to publish documents like meeting minutes or agendas online. Give quick, convenient access to all the city's information you want to make available to the public. This is also fully searchable simultaneously with your eCode.
3. Admin Dashboard: This informational dashboard shows you how many views your eCode is getting as well as commonly searched topics.
4. Enhanced Graphics: High resolution charts, maps, and illustrations, as well as large complex tables, are integrated into your eCode.
5. Custom Banner: Custom colors and banner can be created to emulate the city's existing website, for a seamless transition for your constituents

TABC Annual Renewal invoices was mailed out in December.

Alcoholic Beverage Permits Annual permits to be issued for renewal 2023:

- 1001 Joshua Station Brookshires

Family Dollar Store

Napoli Pasta- Permit Issued

Kelly's Daiquiri- Permit Issued

Valero

Dollar General Store- Permit Issued

7-Eleven- Permit Issued

Joshua Food Mart- Permit Issued

Hickory Tree

Quick Mart- Permit Issued

Three Rivers Coffee Co.- Permit Issued

The Brick House Grill- Permit Issued

Al's Crossroads

Brookshires- Permit Issued

Corner Store

Kimberly's- Permit Issued

Kulsums Mart

La Mesa

Public Information Request

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

Item 7.

Requested Date	Requestor	Documents	Date Released	AG Letter	Cost	Notes
1/3/2023	Martha Jimenez	Crash Report	1/3/2023	NA	-	Email link to access report
1/3/2023	Sammy Rangwala	Fire Report	1/9/2023	NA	-	Emailed
1/3/2023	Sammy Rangwala	Fire Damage	1/9/2023	NA	-	Emailed
1/3/2023	Sherri Rampy	Police Reports	1/18/2023	NA	-	Emailed
1/3/2023	Loveen Punia	Permit Report	1/9/2023	NA	-	Emailed
1/4/2023	Justin Toliver	Police Reports	1/10/2023	NA	-	Sent email asking for Mr. Toliver to send email on company letterhead
1/6/2023	Ian Mercado	Code Enforcement Report	1/9/2023	NA	-	Emailed
1/6/2023	Jacqueline Teixeira	Police Reports	1/10/2023	NA	-	Emailed
1/10/2023	Heather Cross	Police Reports	1/10/2023	NA	-	Emailed
1/10/2023	Jonathan Wilson	Code Violations	1/10/2023	NA	-	Clarification Email
1/10/2023	Jonathan Wilson	Code Violations	1/10/2023	NA	-	Clarification Email sent 2nd time
1/11/2023	Samantha Damron	Crash Report	1/11/2023	NA	-	Event Page emailed
1/11/2023	Crystal Braden	Police Reports	1/12/2023	NA	-	Emailed
1/11/2023	LexisNexis	Police Reports	1/11/2023	NA	\$6.00	Mailed
1/11/2023	LexisNexis	Police Reports	1/11/2023	NA	-	No Report Written
1/19/2023	Leisha Mitchell	Body Cam Footage	NA	-	-	Sent Clarification Email 1/20/23
1/20/2023	Roxes Domengiano	Building Permit Report	1/20/2023	NA	-	Emailed
1/26/2023	Melanie Rios	Police Reports	1/30/2023	NA	-	Emailed

Liens

The list below are active liens held by the City of Joshua as of the end of January 2023.-No change

CITY OF JOSHUA			
OUTSTANDING PROPERTY LIENS			
AS OF			
12/30/2022			
Property Address	Original Date of Lien	Total (w/o Interest)	
Bentley, 203	12/11/2017	\$	192.56
Broadway, 1525 S.	10/8/2014	\$	18,550.00
Caddo Road (126.0827.00730)	1/20/2017	\$	407.74
Caddo Road (126.0827.01990)	8/1/2018	\$	934.50
Conveyor, 115	6/10/2013	\$	175.75
CR 909, 801	10/14/2016	\$	632.74
CR 913 (126.827.00740)	1/20/2017	\$	232.74
Lakeview Dr. (126.3505.00360)	11/21/2016	\$	282.74
Main, 200 N.	7/26/2016	\$	192.74
Stadium Dr (126.0636.01640)	1/20/2017	\$	682.74
Yvonne Dr, 1004	8/1/2018	\$	482.79
4th Street, 523	2/12/2013	\$	275.75
6th Street (126.0029.03440)	10/14/2016	\$	232.74
6th Street & Santa Fe	10/14/2016	\$	337.74
TOTAL OUTSTANDING PROPERTY LIENS		\$	23,613.27

Training / Certifications

City Secretary currently holds the following certifications:

Item 7.

- 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.

City Secretary re-certified January 2023- Certificate attached to this report.

City Secretary Memberships

1. President of the North Texas Municipal Clerks Association
2. Texas Municipal Clerks Association
3. YMCA Board and Fundraiser Committee Leader
4. International Municipal Clerks Association
5. Clerks for Christ

Assistant to the City Secretary

the assistant is currently training and working with open records request, uploading recordings and minutes to website, setting up chamber prior to meetings, and records retention.

