



**AGENDA
CITY COUNCIL REGULAR MEETING
COUNCIL CHAMBERS
NOVEMBER 17, 2022
6:30 PM**

The Joshua City Council will hold a Work Session at 6:30 pm. A Regular Meeting will be held immediately following the Work Session in the Council Chambers at the Joshua City Hall, located at 101 S. Main St., Joshua, Texas, on November 17, 2022. This meeting is subject to the open meeting laws of the State of Texas.

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

Join Zoom Meeting:

<https://us02web.zoom.us/j/89684325292?pwd=NkFLK1hQOUxZZTJDWHkvTmNFeTJoUT09>

Meeting ID: 89684325292 Passcode: 600660

A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

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.

B. PLEDGE OF ALLEGIANCE

1. United States of America
2. Texas Flag

C. INVOCATION

D. WORK SESSION

1. Review and discuss questions related to the budget report and financial statement for October 2022. (Staff Resource: M. Peacock)
2. Discussion on draft revisions of the Tree Preservation Ordinance. (Staff Resource: M. Peacock)
3. Update on broadband connectivity to unserved and underserved areas within the City of Joshua. (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 meeting minutes of October 20, 2022. (Staff Resource: A. Holloway)

H. REGULAR AGENDA

1. Public hearing on a request for a zoning change regarding approximately 8.995 acres of land in the George Casseland Survey, Abstract No. 173, County of Johnson, Texas, located at 6001 CR 1023, to change from (A) Agricultural District to the (R1) Single Family Residential District to allow for the construction of two residential homes. (Staff Resource: A. Maldonado)

Staff Presentation
Owner's Presentation
Those in Favor
Those Against
Owner's Rebuttal

2. Discuss, consider, and possible action on an Ordinance approving a request for a zoning change regarding approximately 8.995 acres of land in the George Casseland Survey, Abstract No. 173, County of Johnson, Texas, located at 6001 CR 1023, to change from (A) Agricultural District to the (R1) Single Family Residential District to allow for the construction of two residential homes. (Staff Resource: A. Maldonado)
3. Public hearing on considering an amendment to the Zoning Ordinance by amending provisions related to the membership of the Heritage Preservation Committee. (Staff Resource: A. Holloway)
4. Discuss, consider, and possible action on an Ordinance amending the requirements of the membership of the Heritage Preservation Committee.
5. Discuss, consider, and possible action on a development agreement between the City of Joshua and property owner of parcel located on Cr 705 & authorize the city manager to execute all necessary documents. (Staff Resources: A. Holloway)
6. Discuss, consider, and possible action on an Ordinance disannexing tracts of land described in exhibit "A", attached hereto, from the city limits of the City of Joshua, Texas, pursuant to Section 43.142 of the Texas Local Government Code. (Staff Resource: A. Holloway)
7. Discuss, consider, and possible action on an Ordinance repealing Section 12.04.002, "Penalty," and Section 12.04.003, "Use Required; Exceptions," of Article 12.04, "Truck Routes," of Chapter 12, "Traffic and Vehicles," of the Code of Ordinances and replacing with a new Section 12.04.002, "Unlawful Acts;

Exemption," related to Commercial Motor Vehicle Traffic Origination and Destination. (Staff Resource: A. Bransom)

- [8.](#) Discuss, consider, and possible action on approval of a resolution awarding the Administration Services Provider Contract for the 2023-2024 CDBG Texas Community Development Block Grant. (Staff Resource: A. Bransom)
- [9.](#) Discuss, consider, and possible action on a resolution awarding the Engineering, Architectural, and Surveying Services Contract for the 2023-2024 Texas Community Development Block Grant administered by the Texas Department of Agriculture. (Staff Resource: A. Bransom)
- [10.](#) Discuss, consider, and possible action on approval of a Chapter 380 Agreement with Fairmount Outdoor Advertising. (Staff Resource: M. Peacock)
- [11.](#) Discuss, consider, and possible action on a franchise agreement between the City of Joshua and United Cooperative Services Internet Services. (Staff Resource: M. Peacock)
12. Discuss, consider, and possible action on awarding the Bank Depository Services. (Staff Resource: M. Peacock)
13. Discuss, consider, and possible action on cost estimates/projections of a proposed municipal complex. (Staff Resource: M. Peacock)
- [14.](#) Discuss, consider and possible action on approval of a Funding Agreement with the Johnson County Special Utility District for a 16" Water Main that extends from the 700 Block of N. Main south to Hwy. 174 and then south to connect to existing infrastructure and increasing water flows in Joshua Station. (Staff Resource: M. Peacock)

I. STAFF REPORT-OCTOBER 2022

- [1.](#) Police Department
- [2.](#) Fire Department
- [3.](#) Municipal Court
- [4.](#) Utility Department
- [5.](#) Development Services Department
- [6.](#) Parks & Recreation Department
- [7.](#) Public Works
8. City Secretary

- J.** 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:

- (a) City Manager
- (b) City Secretary

- K.** 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.

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 consult with its attorney in Executive Session closed to the public at any time in the course of this meeting to receive legal advice regarding any item listed on this agenda pursuant to the Texas Open Meetings Act, Texas Government Code, Section 551.071 (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 November 10, 2022 by 5:00 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 October 31, 2022

% OF YEAR COMPLETED: 8.33

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
REVENUE SUMMARY							
Non-Departmental							
Tax Revenue	126,222.50	133,781.89	7,559.39	126,222.50	4,740,109.00	2.66%	4,613,886.50
Charges for Services	29,531.31	33,256.27	3,724.96	29,531.31	399,000.00	7.40%	369,468.69
Licenses, Permits & Fees	50,601.55	77,730.23	27,128.68	50,601.55	963,115.00	5.25%	912,513.45
Grants & Contributions	312.00	166.66	(145.34)	312.00	2,000.00	15.60%	1,688.00
Intergovernmental Revenues	0.00	103,179.80	103,179.80	0.00	1,238,585.00	0.00%	1,238,585.00
Investment Earnings	796.79	83.30	(713.49)	796.79	1,000.00	79.68%	203.21
Miscellaneous	2,909.64	4,165.00	1,255.36	2,909.64	50,000.00	5.82%	47,090.36
Transfers In	1,000,000.00	83,333.33	(916,666.67)	1,000,000.00	1,497,771.00	66.77%	497,771.00
TOTAL REVENUES	1,210,373.79	435,696.48	(774,677.31)	1,210,373.79	8,891,580.00	13.61%	7,681,206.21
EXPENDITURE SUMMARY							
Community Service							
Utilities	25.00	3,748.50	3,723.50	25.00	45,000.00	0.06%	44,975.00
Community Events	54.96	0.00	(54.96)	54.96	60,000.00	0.09%	59,945.04
Contract & Professional Services	27,968.33	15,618.75	(12,349.58)	27,968.33	187,500.00	14.92%	159,531.67
Miscellaneous	2,783.35	9,357.09	6,573.74	2,783.35	56,945.00	4.89%	54,161.65
TOTAL Community Service	30,831.64	28,724.34	(2,107.30)	30,831.64	349,445.00	8.82%	318,613.36
Non-departmental							
Personnel	0.00	1,600.00	1,600.00	0.00	4,200.00	0.00%	4,200.00
Employee Events	0.00	2,916.67	2,916.67	0.00	35,000.00	0.00%	35,000.00
Contract & Professional Services	11,394.22	8,193.39	(3,200.83)	11,394.22	150,285.00	7.58%	138,890.78
Debt Service	0.00	0.00	0.00	0.00	4,000.00	0.00%	4,000.00
Miscellaneous	18,790.20	27,523.71	8,733.51	18,790.20	177,435.00	10.59%	158,644.80
Transfers Out	0.00	5,642.75	5,642.75	0.00	67,713.00	0.00%	67,713.00
TOTAL Non-departmental	30,184.42	45,876.52	15,692.10	30,184.42	438,633.00	6.88%	408,448.58

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

% OF YEAR COMPLETED: 8.33

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Mayor & Council							
Personnel	14,038.79	15,176.91	1,138.12	14,038.79	186,123.00	7.54%	172,084.21
Supplies	96.00	1,124.84	1,028.84	96.00	13,500.00	0.71%	13,404.00
Contract & Professional Services	0.00	416.66	416.66	0.00	5,000.00	0.00%	5,000.00
Miscellaneous	400.00	875.00	475.00	400.00	10,500.00	3.81%	10,100.00
TOTAL Mayor & Council	14,534.79	17,593.41	3,058.62	14,534.79	215,123.00	6.76%	200,588.21
Administration							
Personnel	77,048.32	56,677.35	(20,370.97)	77,048.32	727,595.00	10.59%	650,546.68
Supplies	1,500.76	1,772.20	271.44	1,500.76	21,275.00	7.05%	19,774.24
Repair & Maintenance	556.85	1,416.10	859.25	556.85	17,000.00	3.28%	16,443.15
Contract & Professional Services	9,111.09	22,444.62	13,333.53	9,111.09	82,730.00	11.01%	73,618.91
Utilities	389.95	2,713.17	2,323.22	389.95	32,570.00	1.20%	32,180.05
Debt Service	0.00	833.33	833.33	0.00	10,000.00	0.00%	10,000.00
Miscellaneous	0.00	541.45	541.45	0.00	6,500.00	0.00%	6,500.00
TOTAL Administration	88,606.97	86,398.22	(2,208.75)	88,606.97	897,670.00	9.87%	809,063.03
Police Department							
Personnel	161,711.82	131,382.81	(30,329.01)	161,711.82	1,612,296.00	10.03%	1,450,584.18
Supplies	3,027.53	3,465.28	437.75	3,027.53	41,600.00	7.28%	38,572.47
Repair & Maintenance	1,299.71	6,289.18	4,989.47	1,299.71	75,500.00	1.72%	74,200.29
Contract & Professional Services	9,327.19	23,904.52	14,577.33	9,327.19	132,640.00	7.03%	123,312.81
Utilities	340.28	1,999.20	1,658.92	340.28	24,000.00	1.42%	23,659.72
Capital Outlay	9,600.82	9,605.00	4.18	9,600.82	15,605.00	61.52%	6,004.18
Debt Service	4,597.71	11,151.78	6,554.07	4,597.71	133,875.00	3.43%	129,277.29
Miscellaneous	0.00	83.30	83.30	0.00	1,000.00	0.00%	1,000.00
TOTAL Police Department	189,905.06	187,881.07	(2,023.99)	189,905.06	2,036,516.00	9.32%	1,846,610.94

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

% OF YEAR COMPLETED: 8.33

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Public Works							
Personnel	50,687.56	34,324.56	(16,363.00)	50,687.56	408,700.00	12.40%	358,012.44
Supplies	10,874.59	17,576.30	6,701.71	10,874.59	211,000.00	5.15%	200,125.41
Repair & Maintenance	4,130.82	7,563.66	3,432.84	4,130.82	90,800.00	4.55%	86,669.18
Contract & Professional Services	71.55	1,757.62	1,686.07	71.55	21,100.00	0.34%	21,028.45
Utilities	115.40	641.41	526.01	115.40	7,700.00	1.50%	7,584.60
Micellaneous	0.00	833.33	833.33	0.00	10,000.00	0.00%	10,000.00
Capital Outlay	0.00	547.08	547.08	0.00	139,895.00	0.00%	139,895.00
Debt Service	2,134.13	4,525.27	2,391.14	2,134.13	54,325.00	3.93%	52,190.87
TOTAL Public Works	68,014.05	67,769.23	(244.82)	68,014.05	943,520.00	7.21%	875,505.95
Municipal Court							
Personnel	8,917.47	5,795.15	(3,122.32)	8,917.47	77,075.00	11.57%	68,157.53
Supplies	18.47	154.10	135.63	18.47	1,850.00	1.00%	1,831.53
Contract & Professional Services	76.44	2,917.16	2,840.72	76.44	35,020.00	0.22%	34,943.56
Miscellaneous	0.00	83.30	83.30	0.00	1,000.00	0.00%	1,000.00
TOTAL Municipal Court	9,012.38	8,949.71	(62.67)	9,012.38	114,945.00	7.84%	105,932.62
Development Services							
Personnel	31,107.55	27,057.09	(4,050.46)	31,107.55	346,095.00	8.99%	314,987.45
Supplies	488.95	524.79	35.84	488.95	6,300.00	7.76%	5,811.05
Repair & Maintenance	89.00	1,024.59	935.59	89.00	12,300.00	0.72%	12,211.00
Contract & Professional Services	4,498.90	16,061.20	11,562.30	4,498.90	192,740.00	2.33%	188,241.10
Utilities	0.00	442.45	442.45	0.00	5,310.00	0.00%	5,310.00
Debt Service	1,279.44	3,136.24	1,856.80	1,279.44	37,650.00	3.40%	36,370.56
TOTAL Development Services	37,463.84	48,246.36	10,782.52	37,463.84	600,395.00	6.24%	562,931.16

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

% OF YEAR COMPLETED: 8.33

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Animal Control							
Personnel	19,746.43	16,561.64	(3,184.79)	19,746.43	203,226.00	9.72%	183,479.57
Supplies	165.93	3,142.26	2,976.33	165.93	37,715.00	0.44%	37,549.07
Repair & Maintenance	856.00	4,673.96	3,817.96	856.00	56,110.00	1.53%	55,254.00
Contract & Professional Services	139.38	1,212.84	1,073.46	139.38	14,560.00	0.96%	14,420.62
Utilities	69.24	1,377.78	1,308.54	69.24	16,540.00	0.42%	16,470.76
Debt Service	0.00	867.92	867.92	0.00	10,415.00	0.00%	10,415.00
TOTAL Animal Control	20,976.98	27,836.40	6,859.42	20,976.98	338,566.00	6.20%	317,589.02
Fire Department							
Personnel	65,437.04	79,598.67	14,161.63	65,437.04	874,463.00	7.48%	809,025.96
Supplies	0.00	8,615.18	8,615.18	0.00	103,423.00	0.00%	103,423.00
Repair & Maintenance	1,382.47	8,381.22	6,998.75	1,382.47	100,615.00	1.37%	99,232.53
Contract & Professional Services	5,281.61	2,821.20	(2,460.41)	5,281.61	33,868.00	15.59%	28,586.39
Utilities	994.13	2,998.80	2,004.67	994.13	36,000.00	2.76%	35,005.87
Debt Service	8,829.97	1,827.18	(7,002.79)	8,829.97	21,935.00	40.26%	13,105.03
Capital Outlay	0.00	8,520.83	8,520.83	0.00	102,250.00	0.00%	102,250.00
Miscellaneous	9,529.40	1,291.15	(8,238.25)	9,529.40	15,500.00	61.48%	5,970.60
TOTAL Fire Department	91,454.62	114,054.23	22,599.61	91,454.62	1,288,054.00	7.10%	1,196,599.38
Park Maintenance							
Personnel	31,299.89	18,610.63	(12,689.26)	31,299.89	223,416.00	14.01%	192,116.11
Supplies	1,444.97	1,457.77	12.80	1,444.97	17,500.00	8.26%	16,055.03
Repair & Maintenance	695.29	1,645.22	949.93	695.29	19,750.00	3.52%	19,054.71
Contract & Professional Services	71.55	169.93	98.38	71.55	2,040.00	3.51%	1,968.45
Utilities	66.60	577.26	510.66	66.60	76,930.00	0.09%	76,863.40
Debt Service	1,352.97	3,210.83	1,857.86	1,352.97	38,530.00	3.51%	37,177.03
Capital Outlay	0.00	1,276.75	1,276.75	0.00	15,325.00	0.00%	15,325.00

TOTAL Park Maintenance	<u>34,931.27</u>	<u>26,948.39</u>	<u>(7,982.88)</u>	<u>34,931.27</u>	<u>393,491.00</u>	<u>8.88%</u>	<u>358,559.73</u>
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City of Joshua
Financial Statement (General Fund, Departmental Summary, Unaudited)
As of October 31, 2022

% OF YEAR COMPLETED: 8.33

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Fire Marshal							
Personnel	11,008.66	12,941.69	1,933.03	11,008.66	155,362.00	7.09%	144,353.34
Supplies	0.00	1,049.65	1,049.65	0.00	12,600.00	0.00%	12,600.00
Contract & Professional Services	2,838.94	479.90	(2,359.04)	2,838.94	5,760.00	49.29%	2,921.06
Utilities	11.54	83.30	71.76	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	13,859.14	14,596.21	737.07	13,859.14	175,222.00	7.91%	161,362.86
TOTAL EXPENDITURES	629,775.16	674,874.09	45,098.93	629,775.16	7,791,580.00	8.08%	7,161,804.84
TOTAL REVENUES OVER/UNDER EXPENDITURES	580,598.63	(239,177.61)	(819,776.24)	580,598.63	1,100,000.00		519,401.37



**City Council Agenda
November 17, 2022**

Minutes Resolution

Discussion Item

Agenda Description:

Discussion and update on draft revisions of the Tree Preservation Ordinance.

Background Information:

The subdivision ordinance was adopted in the year 2020.

Financial Information:

N/A

City Contact and Recommendations:

Aaron Maldonado

Director of Development Services

Attachments:

- 1.** Zoning Ordinance-draft revisions
- 2.** Subdivision Ordinance-draft revisions
- 3.** Land Use Development Fees-draft revisions
- 4.** Tree removal permit

Article 8 – Landscape, Open Space and Tree Preservation

ZONING ORDINANCE

The City Manager or a designee may approve minor variations in the location of required landscape materials due to unusual topographic constraints, siting requirements, preservation of existing stands of native trees or similar conditions, or to maintain consistency of established front yard setbacks. These minor changes may vary the location of required landscape materials, but may not reduce the amount of required landscape area or the required amount of landscape materials. The landscape plan shall be submitted to the administrative official or a designee and shall specify the modifications requested and present a justification for such modifications.

Section 8.14 Relief From Landscaping Requirements

A property owner may apply for relief from landscaping requirements in situations where individual circumstances, such as the presence of existing facilities or unusual topography, limit the applicant's ability to comply with the landscaping requirements of this ordinance. The following procedures shall apply:

- A. The applicant shall provide the City Council with an alternative landscape plan for review together with a written explanation of the circumstances which limit the applicant's ability to comply with the landscaping requirements of this ordinance. Said landscape plan will illustrate a plan to landscape area as available, provide for irrigation, and provide a phasing schedule for completing the plan.
- B. If the City Council grants the requested relief, the applicant shall install the landscaping shown on the landscape plan approved by the City Council.

Section 8.15 Tree Preservation State Requirements**8.15.1 PURPOSE**

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

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

8.15.2 DEFINITIONS

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

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

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

Article 8 – Landscape, Open Space and Tree Preservation

ZONING ORDINANCE

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

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

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

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

Tree. Any self-supporting woody perennial plant which will attain a trunk diameter of three (3") inches or more when measured at a point twelve (12") inches above ground level and normally attains an overall height of at least twenty feet (20') at maturity, usually with one (1) trunk diameter of 18 inches (18") or greater measured twelve inches (12") above ground. *on the on the City's Preferred Tree List (Section 8.7) with a*

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

Trees that are not protected trees are as follows:

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

Article 8 – Landscape, Open Space and Tree Preservation

ZONING ORDINANCE

Silver Maple	Acer saccharinum
Sycamore	Platanus occidentalis

8.15.3 TREE REMOVAL PERMIT

- A. General. No person, directly or indirectly, shall cut down, destroy, remove or move, or effectively destroy through damaging any protected tree that is located on a property regulated by this Section without first obtaining a tree-removal permit unless otherwise specified in this Section.
- B. New Development. Unless otherwise specified in Chapter 245 of the Local Government Code, all developments which have not submitted final plats as of the effective date of this Section shall be subject to the requirements for tree protection and replacement specified herein.
- C. Residential Subdivisions. All areas within public rights-of-way, utility easements, or drainage easements as shown on an approved final plat, ~~and areas designed as cut/fill on the master drainage construction plan approved by the City Engineer~~ shall be exempt from the tree protection and replacement requirements specified herein. All other areas shall be subject to the requirements of this Section and the applicant for a tree removal permit shall indicate how protected trees may be saved.
- D. Nonresidential Developments. All areas within public rights-of-way, public utility or drainage easements as shown on an approved final plat, and the fire lanes, parking areas, and areas within twelve feet (12') of a building foundation as shown on an approved site plan shall be exempt from the tree protection and replacement requirements specified herein. All other areas shall be subject to these requirements.
- E. Private Property.
1. Agricultural. Property zoned "A", agricultural, and being actively used for agricultural purposes shall be exempt from the requirements specified herein.
- F. Homeowners. The owner of a residence who uses the residence as his/her homestead shall be exempt from the tree protection and replacement requirements of this Section as they pertain to his/her residential property.
- 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 and area within twelve inches (12") of the building foundation as shown on an approved plot plan shall be exempt from the tree protection and replacement requirements of this Section. All other areas of the lot shall be subject to these requirements.

8.15.4 EXEMPTIONS

Any franchise utility is exempt from these regulations.

8.15.5 PERMIT REVIEW AND APPROVAL PROCESS

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

(100) persons based on the projected subdivision population. Population shall be calculated at 2.75 persons per dwelling unit.

- D. **Fees in Lieu of Dedication.** At the City's discretion, payment of fees in lieu of park land dedication may be required. The amount of such payment shall be equal to the fair market value of the land that would be required to be dedicated for park land according to this Ordinance.
- E. **Fair Market Value Determined.** The fair market value of the land shall be calculated as determined on the most recent appraisal made by the Johnson County Central Appraisal District of all or part of the property being subdivided at the time of preliminary plat approval. If there is no preliminary plat required, then the fair market value of the land shall be calculated at the time of final plat approval. If the Developer/Owner objects to the fair market value determination, the Developer/Owner at his own expense, may obtain an appraisal by a State of Texas certified real estate appraiser, mutually agreed upon by the City and the developer/owner.
- F. **Use of Fees.** Parkland dedication fees paid in lieu of land dedication will be deposited in a fund referenced to specific future neighborhood or community parks or existing neighborhood or community parks as identified on the City's Comprehensive Plan or Parks Master Plan as amended. Funds deposited into a particular park fund may only be expended for land or improvements within that particular future or existing neighborhood or community park.
- G. **Accounting of Fees.** The City shall account for all fees in lieu of land and all development fees paid under this Section with reference to the individual plat(s) involved. Any fees paid for such purposes must be expended by the City within ten (10) years from the date received by the City for acquisition and/or development of a neighborhood or community park as required herein. Such funds shall be considered to be spent on a first-in, first-out basis. If not expended, the landowners of the property on the expiration of such period shall be entitled to a prorated refund of each sum, computed on a square footage of land area basis. The owners of such property must request such refund within one (1) year of entitlement, in writing, or such right shall be barred.
- H. **Minimum Acreage.** Unless otherwise determined by the City, the minimum park land dedication that will be accepted by the City shall be three (3) acres.
- I. **Usable Park Land.** Any land dedicated to the City for park purposes in accordance with this Ordinance shall be appropriate for neighborhood or community park purposes as determined by the Administrative Official.

SECTION 10.10.8 - TREE PRESERVATION

- A. **Purpose.** The purpose of this section is to provide for the preservation of mature trees and natural areas during construction, development, and redevelopment, and to control the removal of "protected trees" as defined by this Ordinance. It also establishes rules

for replacement of protected trees and replanting of trees which must be removed during construction. This section shall protect any property from indiscriminate clearing and shall help maintain and enhance a positive image of the City as well as attract new business enterprises. The terms and provisions of this section shall apply to the following real property:

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

B. Definitions.

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

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

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

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

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

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

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

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

on the on the City's Preferred Tree List (Sect. 8.7 of Zoning Ord. Article 8 - Landscape, Open Space, and Tree Preservation) with a trunk diameter of 18 inches (18") or greater measured twelve inches (12") above ground.

Tree, Protected - Tree species that are approved by the City and should be saved are identified by individual characteristics of the tree, or a tree which has a diameter of eighteen inches (18") 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 1/2 the diameter of each additional trunk.

Trees that are not protected trees are as follows:

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

A sufficient number of trees shall be planted to equal, in caliper, the diameter of the trees removed. The replacement trees shall be at least (3") three inches in caliper when planted.

Tree, Replacement – A tree to compensate for the removal of a protected tree.

C. Tree Removal Permit.

listed in the City's Preferred Tree List

1. General: No person, directly or indirectly, shall cut down, destroy, remove or move, or effectively destroy through damaging any protected tree that is located on a property regulated by this section without first obtaining a tree-removal permit unless otherwise specified in this section.
2. New Development: Unless otherwise specified in Chapter 245 of the Local Government Code, all developments which have not submitted final plats as of the effective date of this section shall be subject to the requirements for tree protection and replacement specified herein.
3. Residential Subdivisions: All areas outside of the buildable area, as defined herein, 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.

4. Nonresidential Developments: All areas within public rights-of-way, public utility or drainage easements as shown on an approved final plat, and the fire lanes, parking areas, and areas within twelve feet (12') of a building foundation as shown on an approved site plan shall be exempt from the tree protection and replacement requirements specified herein. All other areas shall be subject to these requirements.

5. Private Property:

- a) Agricultural: Property zoned "A", agricultural as shown on the City's Zoning Map and being actively used for agricultural purposes shall be exempt from the

3. A tree removal application may be denied if the removal is not in the public interest. This decision must be based on 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 city 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.
- m) Whether the proposed mitigation for tree removal or serious injury is sufficient.

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ck area and area

within twelve inches (12") of the building foundation as shown on an approved
plan shall be exempt from the tree protection and replacement requirements of
this section. All other areas of the lot shall be subject to these requirements.

D. Exemptions.

1. Any franchised utility is exempt from these regulations.

E. Permit Review and Approval Process.

1. Authority of Review and Approval: The Administrative Official shall be responsible for the review and approval of all requests for tree removal permits and replacements thereof. If the Administrative Official deems it necessary, he/she may require an application to be reviewed by the City Council.
2. Application Process: Permits for removal or replacement of trees covered herein shall be obtained by making application on a form provided by the City, to the Administrative Official. The application shall be accompanied by a site plan, a preliminary plat or other graphic representation showing the exact location, size (trunk diameter and height), and common name of all protected trees and an indication of which trees are to be removed or replaced.

3. Fees: The application shall be accompanied by the appropriate fee, according to the fee schedule of the City of Joshua.
4. Replacement Trees: If any Replacement Tree cannot be properly located on the property being developed or redeveloped, the applicant may plant these Replacement Tree(s) on property owned by the City and/or common open space and/or pay a fee in lieu of tree replacement.
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 caliper 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} fees for tree removal established by City Council as established in the latest approved Fee Schedule. ~~The fee shall be based on the fair market value of materials and labor at the time of planting and the reasonable estimated cost for maintenance and irrigation for a period of two years.~~
 - 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 caliper inch unit cost as established by the City Council in the latest approved Fee Schedule.

Required Application.

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

1. Location of existing or proposed structures, improvements, and site uses, properly dimensioned and referenced to property lines, setback and yard requirements.
2. Existing and proposed site elevations, grades and major contours.
3. Location of existing or proposed utility easements. ^{and drainage}
4. Location of all protected trees on the site, to be removed or replaced as well as all trees to be protected.

ARTICLE A5.000 LAND USE/DEVELOPMENT FEES

Item 2.

- (a) Preliminary plat: \$400.00 + \$5.00/lot + cost of professional fees.
- (b) Final plat: \$500.00 + \$5.00/lot + cost of professional fees.
- (c) Replat: \$500.00 + \$5.00/lot + cost of professional fees.
- (d) Amended/minor/concept plat: \$150.00 + cost of professional fees.
- (e) Vacating plat: \$75.00 + cost of professional fees.
- (f) Zoning change: \$500.00 + cost of professional fees.
- (g) Zoning variance: \$250.00 + cost of professional fees.
- (h) Zoning board of appeal: \$150.00.
- (i) Conditional use permit: \$300.00 + cost of professional fees.
- (j) Appeal to city council: \$100.00.
- (k) Development plat: \$500.00 + \$5.00/lot + cost of professional fees.
- (l) Annexation: \$400.00 + cost of professional fees.
- (m) Development agreement: \$150.00 + cost of professional fees.
- (n) Development plan: \$150.00 + cost of professional fees.
- (o) Site plan: \$150.00 + cost of professional fees.
- (p) Tree removal/~~replacement~~: \$50.00.
- (q) Wind turbines (requires CUP): \$300.00 + cost of professional fees.
- (r) Cell towers/antennas (requires CUP): \$300.00 + cost of professional fees.
- (s) Heritage overlay district application: \$500.00.
- (t) Vacation of easement, street or alley: \$100.00.
- (u) New uses requests: \$300.00.

permit

(p1.)

Tree Replacement: \$100/diameter-inch for each protected tree removed

(p2.)

Penalty for removing /damaging protected trees without permit:
\$200/diameter-inch

(Ordinance 691-2017 adopted 9/7/17)

(v) Cost of professional fees: Deposit: \$2,500.00. Actual fees shall be invoiced to applicant or property owner for incurred consultant fees for a project review including but not limited to city attorney, planning consultant, engineering consultant, plan review, and building inspections. Fees shall be charged anytime a project document is forwarded to said consultant(s) and/or anytime city incurs fees for project. The deposit will be subtracted from the final consultant fee invoice and any remainder shall be refunded to applicant/property owner from deposit or applicant/property owner shall be billed in excess of deposit. (Ordinance 758-2019, sec. 4, adopted 6/20/19)



BUILDING PERMIT APPLICATION PROTECTED TREE REMOVAL

Item 2.

DATE APPLIED: _____

PERMIT NUMBER: _____

Job Address: _____

Lot: _____ Block: _____ Addition: _____

Tenant Name: _____ Phone: _____

Property Owner: _____ Phone: _____

Application is hereby made for a permit to remove a tree or group of trees at the above described location. I agree to conform with all ordinances pertaining to tree preservation on said property, whether herein specified or not.

Type of protected tree(s) to be removed: _____

Number protected of tree(s) to be removed: _____

Total diameter of protected tree(s) to be removed: _____

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

A. Location of existing or proposed structures, improvements, and site uses, properly dimensioned and referenced to property lines, setback and yard requirements. **and drainage**

B. Existing and proposed site elevations, grades and major contours.

C. Location of existing or proposed utility easements.

D. Location of all protected trees on the site, to be removed or replaced as well as all trees to be protected.

E. The document shall include street address, lot and block, subdivision name, and date of preparation. The site plan shall state the name, address, and telephone number of the owner and person preparing the document if different from the applicant. **, name, and caliper**

Contractor Business Name: _____ Phone: _____

Contractor Email Address: _____

Mailing Address

State

Zip

The undersigned hereby declares that the above statements are true facts concerning the design and removal of the tree(s) for which application for permit is made, and that he or she is owner of said property or has been authorized by the owner to act as his or their agent in procuring the permit herein requested.

Applicant Name: _____ Phone: _____

Applicant Email: _____

Signature: _____ Date: _____

(MUST BE LISTED ON CONTRACTOR REGISTRATION)

For office Use Only:

Date Approved: _____ Date Issued: _____ Staff: _____ Total Paid: _____



**Council Meeting Agenda
November 17, 2022**

(Minutes Resolution)

(Discussion Item)

Agenda Description:

Update on broadband connectivity to unserved and underserved areas within the City of Joshua.

Background Information:

The City of Joshua has several areas that lack internet access or do not have sufficient access. Upon request, staff has partnered with the City's IT company, ToDoVerde to discuss the possibility of providing broadband to those areas that are unserved and/or underserved.

Financial Information:

This broadband project is on the approved list for the utilization of American Rescue Plan (ARPA) funds.

City Contact and Recommendations:

Amber Bransom, Staff offers no recommendation at this time.

Attachments:

- N/A



**MINUTES
CITY COUNCIL REGULAR MEETING
COUNCIL CHAMBERS
OCTOBER 20, 2022
6:30 PM**

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 October 20, 2022. This meeting was subject to the open meeting laws of the State of Texas.

PRESENT

Mayor Scott Kimble
Councilmember Johnny Waldrip
Councilmember Mike Kidd
Councilmember Merle Breitenstein
Councilmember Robert Fleming
Councilmember Shelly Anderson

STAFF

City Manager Mike Peacock
City Secretary Alice Holloway (Zoom)
Asst. City Manager Amber Bransom
City Attorney Terry Welch

ABSENT

Councilmember Angela Nichols

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/82427350757?pwd=Z3FaZVpMY2loWlYrYTFFcDlCUWJudz09>
Meeting ID: 82427350757 Passcode: 841031 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 Scott Kimble announced a quorum and called the meeting to order at 6:30 pm.

B. PLEDGE OF ALLEGIANCE

1. United States of America
2. Texas Flag

Councilmember Kidd led the pledge to flags.

C. INVOCATION

D. WORK SESSION

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

City Manager Peacock stated that staff is still working on the end-of-the-year budget and is cleaning up some of the fields. In addition, he noted that the City is in good financial shape.

2. Update on past due Solid Waste Services Accounts while changing billing procedures. (Staff Resource: M. Peacock)

City Manager Peacock stated that staff has started focusing on past-due solid waste accounts, and over \$8,000 has been collected. In addition, he noted that these accounts had been turned over to Waste Connections, and they are not picking up at the addresses until the past due balances are paid.

3. Discussion on the request to place a digital billboard sign on city-owned property located at 325 N. Broadway St. (Staff Resource: M. Peacock)

City Manager Peacock stated that Billy Tolson approached the City to place a billboard sign. He said it would be a good place on the property that the City recently purchased for a new municipal building.

Mr. Tolson stated that he is proposing a partnership with the City. He noted that the city would have access to the digital sign and be able to post items for the City to communicate with the citizens.

Mr. Tolson stated that he is looking to open fourteen other future locations.

City Manager Peacock asked who would regulate the content. Mr. Tolson stated that his company would.

Councilmember Anderson asked if anyone had spoken to the chamber regarding the sign. EDC Director Martin said she talked to the chamber president and is excited about this opportunity.

City Attorney will review the agreement and report back to the city council.

4. Discussion on the request for assistance from JCSUD regarding the placement of the main waterline from North Main to Joshua Station. (Staff Resource: M. Peacock)

This item was moved to the end of the Regular Agenda. See minutes below.

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.

Item 1.

NA

G. CONSENT AGENDA

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

Motion made by Councilmember Breitenstein to approve the meeting minutes of September 15, 2022, and seconded by Councilmember Kidd.

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

H. REGULAR AGENDA

1. Discuss, consider, and possible action on approving an Ordinance increasing the speed limit on East Fourteenth Street, between State Highway 174/Broadway and South Main Street, from 20 mph to 30 mph. (Staff Resource: A. Bransom)

Motion made by Councilmember Breitenstein to approve an Ordinance increasing the speed limit on East Fourteenth Street and seconded by Councilmember Fleming.

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

2. Discuss, consider, and possible action on the addition of an Ordinance for No Thru Truck Zones. (Staff Resource: A. Bransom)

City Attorney Welch requested that this item be discussed but not approved. Councilmember Kidd would like to see any citizen complaints on file. Councilmember Breitenstein stated that the City must do things to protect our roads. Councilmember Kidd thinks this action is unnecessary. Councilmember Kidd said he wants to see a plan before moving forward. City Attorney Welch was directed to work on the Ordinance and bring it back for consideration.

3. Discuss, consider, and possible action on an Ordinance amending Chapter 2 Animal Control, Article 2.01, General Provisions; Article 2.02 Impoundment; Article 2.03 Rabies and Zoonosis Control; Article 2.05 Other Animals; and Article A3.000 Animal control Fees. (Staff Resource: A. Bransom)

Motion made by Councilmember Kidd to approve an Ordinance amending Chapter 2 Animal Control, Article 2.01, General Provisions; Article 2.02 Impoundment; Article 2.03 Rabies and Zoonosis Control; Article 2.05 Other Animals; and Article A3.000 Animal control Fees. Councilmember Waldrup seconded it.

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

4. Discuss, consider, and possible action on a resolution authorizing and approving the Joshua Type A Economic Development Corporation to execute a real estate contract and any and all documents necessary to purchase an approximate 3.73 acre tract of land located behind Brookshire's Grocery at Joshua Station; and providing for an effective date. (Staff Resource: M. Peacock)

EDC Director Martin stated that staff has been working on a project regarding a 30,000 sq. ft. building for a museum.

Mayor Kimble asked if we have a letter of intent that confirms the project is going to happen. EDC Director Martin stated that the letter is coming.

Mayor Kimble asked what the total amount of the property was. EDC Director Martin stated \$1,393,461.

Motion made by Councilmember Kidd to approve a resolution authorizing and approving the Joshua Type A Economic Development Corporation to execute a real estate contract and any and all documents necessary to purchase an approximate 3.73-acre tract of land located behind Brookshire's Grocery at Joshua Station and seconded by Councilmember Waldrip.

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

5. Discuss, consider, and possible action on the resolution approving the submission of the grant application for the ALERRT Instructors to Provide Ongoing Area Training Project. (Staff Resource: D. Gelsthorpe)

Motion made by Councilmember Fleming to approve a resolution approving the submission of the grant application for the ALERRT Instructors to Provide Ongoing Area Training Project, Seconded by Councilmember Kidd.

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

6. Discuss, consider, and possible action on the annual Johnson County Interlocal Cooperation Agreement for Dispatch Service for Budget Year 2022-23. (Staff Resource: D. Gelsthorpe)

Motion made by Councilmember Anderson to approve the Johnson County Interlocal Cooperation Agreement for Dispatch Service for Budget Year 2022-23 and seconded by Councilmember Breitenstein.

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

7. Discuss, consider, and possible action on a resolution for a Bank Depository Policy. (Staff Resource: M. Peacock)

Motion made by Councilmember Waldrip to approve a resolution adopting a Bank Depository Policy and seconded by Councilmember Breitenstein.

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

8. Discuss, consider, and possible action on a resolution adopting an Investment Policy. (Staff Resource: M. Peacock)

Motion made by Councilmember Kidd, Seconded by Councilmember Waldrip, to approve a resolution adopting an Investment Policy.

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

9. Discuss, consider, and possible action of adopting a Fund Balance Policy. (Staff Resource: M. Peacock)

Motion made by Councilmember Kidd to adopt the proposed Fund Balance Policy, Seconded by Councilmember Breitenstein.

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

10. Discuss, consider, and possible action on development agreements between the City of Joshua and property owners of parcels located on Cr 705, Cr 805, Wilson St, Ranch Rd, and Red Bird Ln; authorize the city manager to execute all necessary documents. (Staff Resources: A. Holloway & M. Peacock)

Motion made by Councilmember Breitenstein to approve development agreements between the City of Joshua and property owners of parcels located on Cr 705, Cr 805, Wilson St, Ranch Rd, and Red Bird Ln and seconded by Councilmember Waldrip.

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

Work Session Item 4

This item was moved to the end of the Regular Agenda from the Work Session (Item 4).

4. Discussion on the request for assistance from JCSUD regarding the placement of the main waterline from North Main to Joshua Station. (Staff Resource: M. Peacock)

Mayor Kimble announced that City Council would convene into Executive Session at 8:29 pm as authorized by the Texas Open Meetings Act, Texas Government Code, Chapter 551, including 551.071, to seek legal consultation with the City Attorney.

In accordance with Texas Government Code, Section 551, the City Council reconvened into regular session at 9:12 pm, and no action was taken.

I. STAFF REPORT- SEPTEMBER 2022

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

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

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

- Tree Preservation Ordinance
- Pricing from Waste Management
- Monthly Report regarding Broadband

K. ADJOURNMENT

Mayor Kimble adjourned the meeting at 9:12 pm.

Item 1.

Scott Kimble, Mayor

Alice Holloway, TRMC, MMC
City Secretary

Approved: November 17, 2022



**City Council Agenda
November 17, 2022**

Minutes Resolution

Action Item

Agenda Description:

Public hearing on a request for a zoning change regarding approximately 8.995 acres of land in the George Casseland Survey, Abstract No. 173, County of Johnson, Texas, located at 6001 CR 1023, to change from (A) Agricultural District to the (R1) Single Family Residential District to allow for the construction of two residential homes.

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

Background Information:

HISTORY: The subject property is 8.995 acres and will be subdividing and creating 2 additional lots under the 2-acre minimum for Agricultural zoning, therefore a zoning change to single family residential district is needed.

ZONING: This property is zoned (A) Agricultural District.

ANALYSIS: The proposed zoning change will allow for the construction of residential homes.

ENGINEERING RELATED ISSUES: This development will be required to final plat; the City has agreed that these matters may be part of the platting review process.

Financial Information:

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

City Contact and Recommendations:

Aaron Maldonado, Development Services Director

The proposed request complies with the City of Joshua's Zoning Ordinance. Staff recommends approval.

Attachments:

- 1) Rezone Application
- 2) Request Letter
- 3) Legal Description
- 4) Vicinity Map
- 5) Public Notice
- 6) Property Owners (200ft)

City of Joshua Development Services Universal Application

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

Nov. 7th meeting

- ☐ Pre-Application Meeting ☐ Comprehensive Plan Amendment ☒ Zoning Change
☐ Conditional Use Permit ☐ Zoning Variance (ZBA) ☐ Subdivision Variance
☐ Preliminary Plat ☐ Final Plat ☐ Amending Plat
☐ Replat ☐ Planned Development Concept Plan ☐ Planned Development Detailed Plan
☐ Minor Plat ☐ Other _____

PROJECT INFORMATION

Project Name: Zone Change
 Project Address (Location): Parcel: 126.0173.02143 6001 CR 1023
 Existing Zoning: H-Agricultural Proposed Zoning: R1-Single family residential
 Existing Use: Hay production Proposed Use: Residential Home
 Existing Comprehensive Plan Designation: _____ Gross Acres: 8.995

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

APPLICANT INFORMATION

Applicant: ARNOLD L. THORMEYER Company: _____
 Address: 6001 CR 1023 Tel: 817 980 9777 Fax: _____
 City: Joshua State: TX ZIP: 76058 Email: arnold.thormeyer@gmail.com
 Property Owner: Same Company: _____
 Address: _____ Tel: _____ Fax: _____
 City: _____ State: _____ ZIP: _____ Email: _____
 Key Contact: Same Company: _____
 Address: _____ Tel: _____ Fax: _____
 City: _____ State: _____ ZIP: _____ Email: _____

SIGNATURE OF PROPERTY OWNER OR APPLICANT (SIGN AND PRINT OR TYPE NAME)

SIGNATURE: Arnold L. Thormeyer
(Letter of authorization required if signature is other than property owner)

Print or Type Name: Arnold L. Thormeyer

Known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration expressed and in the capacity therein stated.

Given under my hand and seal of office on this 11th day of October 2022

Patricia S. Iles
Notary Public

Signature Patricia S. Iles



PATRICIA S. ILES
ID #2976042
My Commission Expires
April 12, 2023

For Departmental Use Only

Case No.: PZ 202207

Project Manager: A. Thormeyer
2387 - 500.00 - Zoning
Total Fee(s): 2,500.00 - Dep
2386

Check No: _____

Date Submitted: 10-13-22

Accepted By: LM

Date of Complete Application 10-13-22

10/11/2022

Planning and Zoning Commission

Joshua City Council

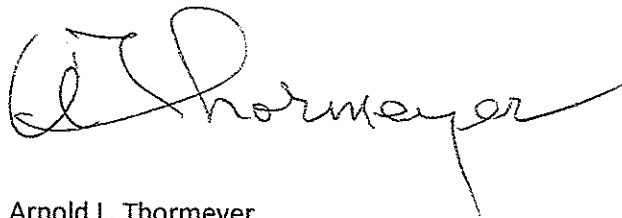
101 South Main Street

Joshua, Texas

To Whom It May Concern:

We are requesting a zoning change to 6001 County Road 1023 which is currently zoned Agricultural. This property is owned by myself and my Wife (Donna K. Thormeyer). We are requesting this property be zoned R-1 'Single Family Residential' in order to plat the acres so that an additional residential house can be constructed on said property.

Sincerely,

A handwritten signature in black ink, appearing to read "A. Thormeyer", with a stylized flourish at the end.

Arnold L. Thormeyer

6001 County Road 1023

Joshua, Texas 76058

817 980 9777

Arnold.thormeyer@gmail.com

10/11/2022

Planning and Zoning Commission

Joshua City Council

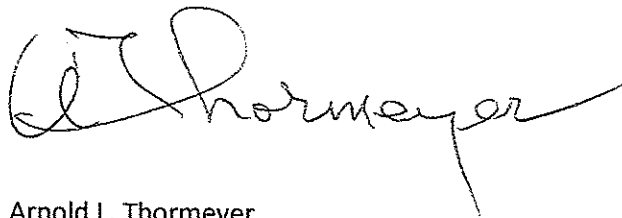
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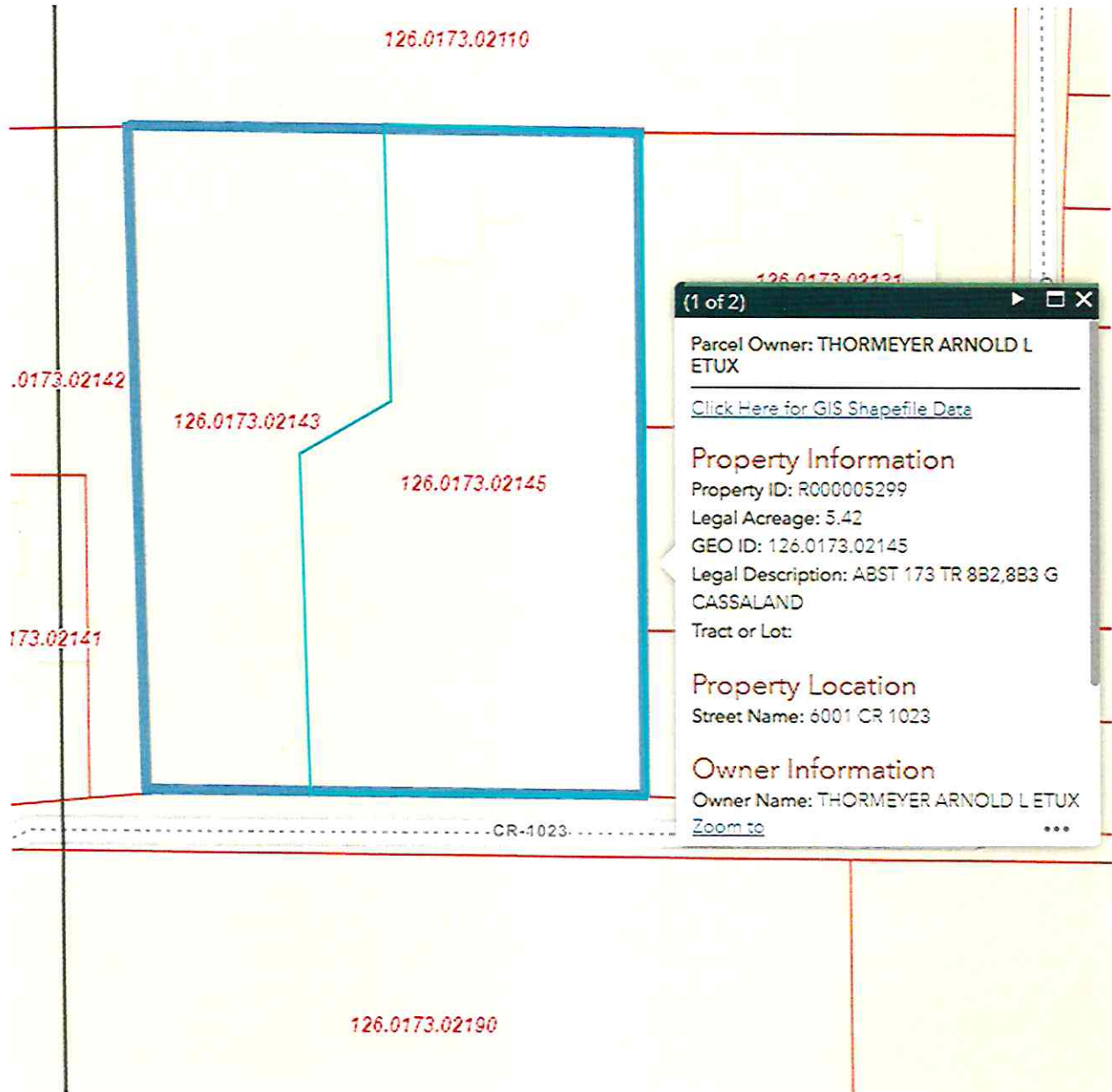
Arnold L. Thormeyer

6001 County Road 1023

Joshua, Texas 76058

817 980 9777

Arnold.thormeyer@gmail.com





NOTICE OF PUBLIC HEARING

Item 1.

The Planning and Zoning Commission of the City of Joshua will hold a public hearing on **November 7, 2022** to consider making a recommendation to the **November 17, 2022** City Council Meeting regarding a request to rezone a tract of land in the George Casseland Survey, Abstract No. 173, County of Johnson, Texas and being approximately 8.995 acres of land and locally known as 6001 CR 1023, changing the zoning on the foregoing property from (A) Agricultural District to the (R1) Residential Single Family District to allow for the construction of two residential homes.

The public hearing will start at 6:30 p.m. in the City Council Chambers located at 101 S. Main, Joshua, Texas. *Because you own property within two hundred (200) feet of the subject property, the Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing.* Please, in order for your opinion to be taken into account, return this form with your comments prior to the date of the public hearing. *(This in no way prohibits you from attending and participating in the public hearing.)* You may mail it to the address below or drop it off in person:

**Planning Department
101 South Main Street
Joshua, Texas 76058
Attn: Aaron Maldonado**

The process includes two public hearings designed to provide opportunities for citizen involvement and comment. Prior to the public hearings, landowners within two hundred (200) feet of the subject property are notified of the request by way of this notice. The first public hearing is held before the Planning and Zoning Commission. The Commission is informed of the percent of responses in support and in opposition. Second, the petition is forwarded to the City Council for final action. If the owners of more than twenty (20) percent of the land area within two hundred (200) feet of the site submit written opposition, then six out of seven votes of the City Council are required to approve the request. ***These forms are used to calculate the percentage of landowner opposition.***

Please circle one:

In favor of request

Neutral to request

Opposed to request

Reasons for Opposition:

Signature: _____

Printed Name: _____

Mailing Address: _____

City, State Zip: _____

Telephone Number: _____

Physical Address of Property within 200 feet: _____

Individuals may attend the Joshua Planning & Zoning and City Council meeting in person.

CDL	CDL	IR	NAME	SURFS	CITY JURIS
126.0173.02110		8,8A	TOPOGRAPHIC LAND SURVEYORS CO	6231 CR 1023	CITY OF JOSHUA
126.0173.02190		9	TEAGUE NALL & PERKINS INC	5040 WAGON WHEEL RD	CITY OF JOSHUA
126.0173.02120		8D1	RICHARDSON CATHLEEN ANNE	6021 CR 1023	CITY OF JOSHUA
126.0643.01832		58C1	PEDEN LYNDASAY C	5917 CR 1023	CITY OF JOSHUA
126.0173.02131		8C	JACOBS RICHARD A ETUX AMANDA J	6109 CR 1023	CITY OF JOSHUA
126.0173.02142		8B1	HUTCHENS RANDALL K ETUX SUSAN	5941 CR 1023	CITY OF JOSHUA
126.0173.02141		8B	HUTCHENS RANDALL K	5941 CR 1023	CITY OF JOSHUA
126.0643.01887		58,58A,58B,58D	HUTCHENS RANDALL ETUX SUSAN	5921 CR 1023	CITY OF JOSHUA
126.0173.02117		8D	BUCKLER LINDSAY K ETUX	6029 CR 1023	CITY OF JOSHUA

DESCRIPTION	DISCRIPTION 1	DISCRIPTION 2	UNIT AMOUNT
ABST 173	TR 8,8A	G CASSALAND	20.08
ABST 173	TR 9	G CASSALAND	18.9342
ABST 173	TR 8D1	G CASSALAND	2
ABST 643	TR 58C1	D NUNER	1.841
ABST 173	TR 8C	G CASSALAND	3
ABST 173	TR 8B1, 8B PT	G CASSALAND	2
ABST 173	TR 8B	G CASSALAND	1
ABST 643	TR 58,58A,58B,58D	D NUNER	30.23
ABST 173	TR 8D	G CASSALAND	2.02



**City Council Agenda
November 17, 2022**

Minutes Resolution

Action Item

Agenda Description:

Discuss, consider, and possible action on a request for a zoning change regarding approximately 8.995 acres of land in the George Casseland Survey, Abstract No. 173, County of Johnson, Texas, located at 6001 CR 1023, to change from (A) Agricultural District to the (R1) Single Family Residential District to allow for the construction of two residential homes.

Background Information:

HISTORY: The subject property is 8.995 acres and will be subdividing and creating 2 additional lots under the 2-acre minimum for Agricultural zoning, therefore a zoning change to single family residential district is needed.

ZONING: This property is zoned (A) Agricultural District.

ANALYSIS: The proposed zoning change will allow for the construction of residential homes.

ENGINEERING RELATED ISSUES: This development will be required to final plat; the City has agreed that these matters may be part of the platting review process.

Financial Information:

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

City Contact and Recommendations:

Aaron Maldonado, Development Services Director

The proposed request complies with the City of Joshua's Zoning Ordinance. Staff recommends approval.

Attachments:

CITY OF JOSHUA, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF JOSHUA, TEXAS, BY CHANGING THE ZONING ON PROPERTY LOCALLY KNOWN AS 6001 CR 1023 IN THE CITY OF JOSHUA, TEXAS, CONSISTING OF APPROXIMATELY 8.995 ACRES OF LAND MORE PARTICULARLY DESCRIBED AS ABSTRACT NO. 173, GEORGE CASSELAND SURVEY, IN THE CITY OF JOSHUA, JOHNSON COUNTY, TEXAS, FROM THE AGRICULTURAL DISTRICT (A), TO SINGLE-FAMILY-RESIDENTIAL DISTRICT (R-1). REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 1

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

SECTION 2

From and after the effective date of this Ordinance, the property described herein shall be rezoned as set forth in this section, and the official zoning map of the City of

Joshua, Texas, is hereby amended and changed in the following particulars to reflect the action taken herein, in order to create a change in the zoning classification of the property described herein, as follows:

That the property locally known as 6001 CR 1023, more particularly described as Abstract No. 173, George Casseland Survey, in the City of Joshua, Johnson County, Texas, presently zoned as Agricultural (A) District is hereby changed to Single-Family Residential Lot (R-1) subject to a pursuant to the terms and provisions of the City's Zoning Ordinance, contained in Exhibit A to Chapter 14 of the City's Code of Ordinances.

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6

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

DULY PASSED AND APPROVED by the City Council of the City of Joshua, Texas, this the 17th day of November, 2022.

Scott Kimble, Mayor

ATTEST:

Alice Holloway, City Secretary

APPROVED AS TO FORM:

Terrence S. Welch, City Attorney

City of Joshua Notice of Public Hearing

The City of Joshua's Planning and Zoning Commission and City Council will conduct public hearings to consider an amendment to the Zoning Ordinance by amending provisions related to the membership of the Heritage Preservation Committee.

The Planning & Zoning Commission will conduct its public hearing on November 7, 2022, at 6:30 PM and the City Council will conduct its public hearing and consideration on November 17, 2022.

Both meetings will be held in the City Council chambers at Joshua City Hall, 101 South Main Street, Joshua, Texas 76058.

CITY OF JOSHUA, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, AMENDING SUBSECTION (B)(1) OF SECTION 6.16.3, "HERITAGE PRESERVATION COMMITTEE," OF SECTION 6.16, "HP-HERITAGE PRESERVATION OVERLAY DISTRICT," OF CHAPTER 6, "ZONING DISTRICTS," IN THE CITY'S ZONING ORDINANCE, FOUND IN CHAPTER 14, "ZONING," OF THE CODE OF ORDINANCES OF THE CITY OF JOSHUA, TEXAS, BY AMENDING PROVISIONS RELATED TO THE MEMBERSHIP OF THE HERITAGE PRESERVATION COMMITTEE; MAKING FINDINGS RELATIVE THERETO; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council wishes to address the membership of the Heritage Preservation Committee to provide for business or property owners within the City to be eligible for appointment to said Committee; 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 have concluded that such 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, Subsection (B)(1) of Section 6.16.3, "Heritage Preservation Committee," of Section 6.16, "HP-Heritage Preservation Overlay Committee," of Chapter 6, "Zoning Districts," 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:

"6.16.3 HERITAGE PRESERVATION COMMITTEE

* * *

B. Membership.

1. The Committee shall consist of five (5) members appointed by the City Council. The members will consist of three (3) members who shall be either

owners of a property or business located within the Heritage Preservation Overlay District or owners of a property or business located within the City of Joshua. One (1) member shall be a representative from City Council and one (1) member shall be a representative from the Planning and Zoning Commission.

* * *

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

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 17TH DAY OF NOVEMBER, 2022.

Scott Kimble, Mayor

ATTEST:

Alice Holloway, City Secretary

APPROVED AS TO FORM:

Terrence S. Welch, City Attorney



**City Council Agenda
November 17, 2022**

Ordinance

Action Item

Agenda Description:

Discuss, consider, and possible action on an Ordinance amending the requirements of the membership of the Heritage Preservation Committee.

Background Information:

During the September 2022 City Council Meeting, staff was directed to prepare an Ordinance amending the requirements to serve on the Heritage Preservation Commission.

The Planning & Zoning Commission held a public hearing on November 7, 2022. There were no public comments made. During the same meeting, they unanimously approved to recommend passing the Ordinance.

Financial Information:

NA

City Contact and Recommendations:

Alice Holloway, City Secretary

Attachments:

Ordinance



**City Council Agenda
November 17, 2022**

Minutes Resolution

Action Item

Agenda Description:

Discuss, consider, and possible action on development agreements between the City of Joshua and property owners of parcel located on Cr 705 & authorize the city manager to execute all necessary documents. (Staff Resources: A. Holloway & M. Peacock)

Background Information:

Below are the names with the property information of the citizens inside city limits that have signed (non) development agreements. These addresses cover locations on Cr 705 that are currently inside city limits.

John Darby Echols	1121 Cr 705	126.0603.01030
-------------------	-------------	----------------

Financial Information:

NA

City Contact and Recommendations:

Alice Holloway, City Secretary

Mike Peacock, City Manager

Attachments:

- 1) Map of the Cr 705 Area
- 2) Agreement (without information)-for reference only

STATE OF TEXAS

§
§
§

COUNTY OF JOHNSON

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into this ____ day of _____, 2022, by and between the City of Joshua, Texas ("City"), and **John Darby Echols** ("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 **19.31** 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: 11/10/22

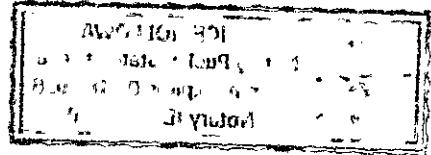
STATE OF TEXAS)

COUNTY OF JOHNSON)

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

Notary Public, State of Texas

My Commission Expires:



LANDOWNER

By: John D. Echols

Date: 11.3.22

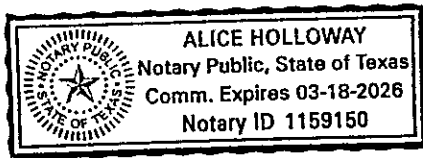
STATE OF TEXAS)
COUNTY OF JOHNSON)

This instrument was acknowledged before me on the 3 day of November, 2022, by John D. Echols.

[Signature]
Notary Public, State of Texas

My Commission Expires:

3-18-26



LANDOWNER

By: _____

Date: _____

STATE OF TEXAS)
COUNTY OF JOHNSON)

This instrument was acknowledged before me on the ____ day of _____, 2022, by _____.

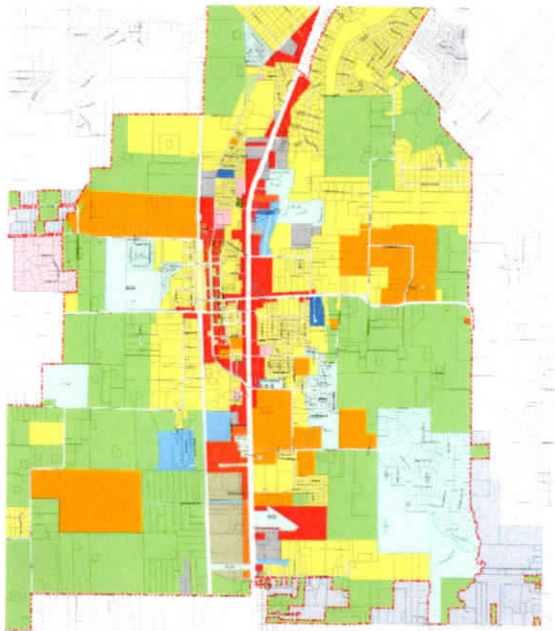
Notary Public, State of Texas

My Commission Expires:

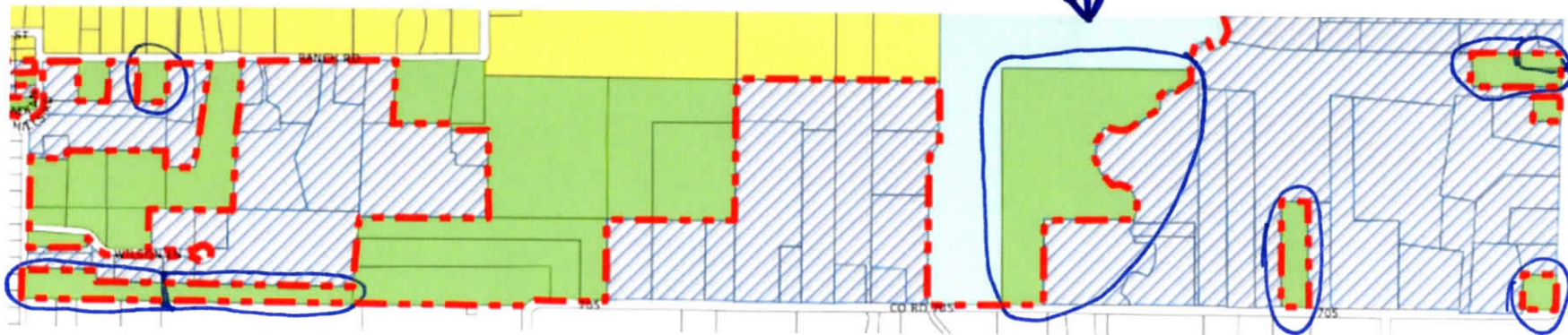
EXHIBIT A

Description of the Property

JCAD #: 126.0603.01030
Tract(s) ABST 603 TR 27,28 WH Miller
Being 19.31 Acres



John Darby Echols
126.0603.01030





**City Council Agenda
November 17, 2022**

Ordinance

Action Item

Agenda Description:

Discuss, consider, and possible action on an Ordinance disannexing tracts of land described in exhibit “A”, attached hereto, from the city limits of the City of Joshua, Texas, pursuant to Section 43.142 of the Texas Local Government Code.

Background Information:

The City and the Landowners referenced in Exhibit A have mutually agreed to this disannexation, and the Landowners have instead opted for disannexation and the execution of a preannexation agreement for their properties.

All property owners listed in exhibit A have agreed and signed the development agreements. Therefore, if the Ordinance is approved, it will be filed with Johnson County record.

Financial Information:

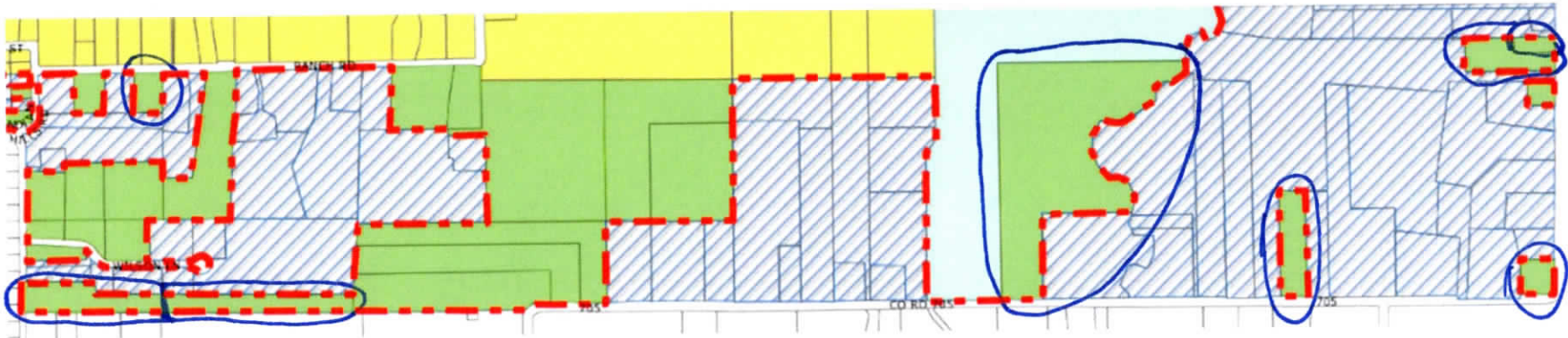
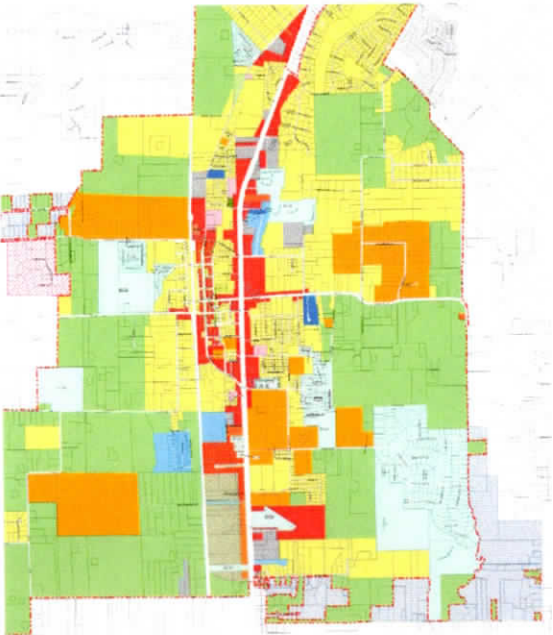
NA

City Contact and Recommendations:

Alice Holloway, City Secretary
Mike Peacock, City Manager

Attachments:

1. Ordinance



CITY OF JOSHUA, TEXAS
ORDINANCE NO. 849-2022

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, DISANNEXING THOSE TRACTS OF LAND DESCRIBED IN EXHIBIT A, ATTACHED HERETO, FROM THE CITY LIMITS OF THE CITY OF JOSHUA, TEXAS, PURSUANT TO SECTION 43.142 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR THE REPEAL OF ALL CONFLICTING ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with Section 43.142 of the Texas Local Government Code, as amended, the City of Joshua, Texas, desires to disannex those tracts of land described in attached Exhibit A, incorporated by reference, from the corporate limits of the City of Joshua, Texas; and

WHEREAS, Section 1.04, “Change of Boundaries,” of Article I, “Form of Government and Boundaries,” of the Home Rule Charter of the City of Joshua, Texas, authorizes the disannexation of property by the City Council; and

WHEREAS, the City and the Landowners referenced in Exhibit A have mutually agreed to this disannexation and the Landowners have instead opted for disannexation and the execution of a preannexation agreement for their properties; and

WHEREAS, the City and the Landowners agree and acknowledge that the City has provided direct benefit and services to the Landowners that exceed any tax proceeds referenced in Subchapter G of Chapter 43 of the Texas Local Government Code, as amended; and

WHEREAS, all of the provisions of state law including, but not limited to the applicable provisions of Chapter 43 of the Texas Local Government Code, have hereby been met, including any and all required notices.

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

SECTION 1

All of the above findings are hereby found to be true and correct and are incorporated into the body of this Ordinance in their entirety.

SECTION 2

Those tracts of land described in attached Exhibit A, incorporated by reference, are hereby disannexed from the corporate limits of the City of Joshua, Texas.

SECTION 3

The official map and boundaries of the City heretofore adopted and amended be and are hereby amended so as to exclude the property described in attached Exhibit A as part of the City.

SECTION 4

The Mayor is hereby directed and authorized to perform or cause to be performed all acts necessary to effectuate this Ordinance, including any corrections to the official map of the City to exclude the territory hereby disannexed, as required by law.

SECTION 5

The Mayor is hereby directed and authorized to file a certified copy of this Ordinance with the necessary governmental agencies.

SECTION 6

Any provisions of the ordinances of the City of Joshua in conflict with the provisions of this Ordinance shall be and the same are hereby repealed and any provisions not so in conflict with the provisions of the Ordinance shall remain in full force and effect.

SECTION 7

In the event any section, paragraph, subdivision, clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any entity or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Joshua, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

SECTION 8

This Ordinance shall take effect immediately from and after its passage, as the law in such cases provides.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, ON THIS THE 17 TH DAY OF NOVEMBER 2022.

Scott Kimble, Mayor

ATTEST:

Alice Holloway, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, City Attorney

EXHIBIT A
(Disannexation Tracts)

1. JCAD #: 126.0603.00780
ABST 603 TR 20 of the WH Miller, being ± 0.561 acres
2. JCAD #: 126.0603.00847
ABST 603 TR 26F of the WH Miller being ± 2.00 acres
3. JCAD #: 126.0040.00355
ABST 40 TR 19F of the TW Baird, being ± 1.0050 acres
4. JCAD #: 126.0603.00870
ABST 603 TR 26L of the WH Miller, being ± 2.31 acres
5. JCAD #: 126.0348.00230
ABST 348 TR 46 of the D Hunter, being ± 2.91 acres
6. JCAD #: 126.0348.00231
ABST 348 TR 46A of the D Hunter, being ± 2.84 acres
7. JCAD #: 126.3587.00030
Lot 3,4,5, Block 21 of the Wilson Est, being ± 1.372 acres
8. JCAD #: 126.0603.00865
ABST 603 TR 26H of the WH Miller, being ± 1.00 acres
9. JCAD #: 126.0603.01030
ABST 603 TR 27,28 of the WH Miller, being ± 19.31 acres



**City Council Agenda
November 17, 2022**

Resolution

Action Item

Agenda Description:

Discuss, consider, and possible action on the addition of an ordinance for No Thru Truck Zones.

Background Information:

Currently, the city has no ordinance in place restricting large commercial trucks from utilizing and city streets. The addition of No Thru Truck Zones would significantly reduce the wear and tear on streets with known heavy commercial truck traffic and extend the life of the streets. Additionally, it would lessen the danger to the public, increase the efficiency of traffic flow and prevent future accidents.

Establishing the requested No Thru Truck Zones would direct these commercial vehicles onto thoroughfares which are constructed for the commercial vehicles and steer them away from infrastructures not designed nor suitable to handle such heavy usage.

Financial Information:

The addition of No Thru Truck Zones would extend the life of the streets and decrease the required maintenance. Additional signage would need to be purchased.

City Contact and Recommendations:

Amber Bransom, staff recommends approval.

Attachments:

- Proposed No Thru Truck Zones
- Proposed No Thru Truck Traffic Ordinance (revised)

CITY OF JOSHUA, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF JOSHUA, TEXAS, REPEALING SECTION 12.04.002, "PENALTY," AND SECTION 12.04.003, "USE REQUIRED; EXCEPTIONS," OF ARTICLE 12.04, "TRUCK ROUTES," OF CHAPTER 12, "TRAFFIC AND VEHICLES," OF THE CODE OF ORDINANCES OF THE CITY OF JOSHUA, TEXAS, AND REPLACING THEM WITH A NEW SECTION 12.04.002, "UNLAWFUL ACTS; EXEMPTIONS," RELATED TO COMMERCIAL MOTOR VEHICLE TRAFFIC ORIGINATION AND DESTINATION; MAKING FINDINGS; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR A REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

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

WHEREAS, the City previously has expressed serious concerns about the safety of its residents and the traveling public due to truck and other commercial motor vehicle traffic on certain street segments within the City, and wishes to provide additional safety for its residents and the traveling public; and

WHEREAS, there have arisen questions relative to the loading and unloading of goods in the City by commercial motor vehicles and said commercial trucks' use of the shortest possible route to a truck route, and it is the intent of this Ordinance to provide guidance on approved truck routes in the City; and

WHEREAS, the City Council strongly believes that the following regulations relative to commercial motor vehicle traffic will enhance public safety, limit noise and associated concerns, and be in the best interests of the residents of the City as well as the traveling public, and hereby so declares.

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

SECTION 1

The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2

From and after the effective date of this Ordinance, existing Section 12.04.002, "Penalty," and Section 12.04.003, "Use Required; Exceptions," of Article 12.04, "Truck Routes," of Chapter 12, "Traffic and Vehicles," of the Code of Ordinances of the City of Joshua, Texas, are hereby repealed and replaced with a new Section 12.04.002, "Unlawful Acts; Exemptions," to read as follows:

"Sec. 12.04.002 Unlawful Acts: Exemptions

- (a) It shall be unlawful to operate a commercial motor vehicle on the following roads or streets located in the City:

Street Segment	Extent
4 th Street	
10 th Street	Between Veatch Street and N. Main Street
14 th Street	From SH 174 to FM 917
Paula Street	
Cobb Street	
Baldwin Street	
Country Club Drive	
CR 904	(also known as Indian Hills)
CR 1022	
North Main Street	
South Main Street	
Thomas Street	
Spring Valley Road	
Forrest Lane	

- (b) *Commercial truck traffic originating outside the City*

- (1) Any commercial motor vehicle entering the City for a destination in the City shall proceed only over a truck route and shall deviate only at the intersection with the City road or street nearest to the destination. Upon leaving the destination, a commercial motor vehicle shall return to the truck route by the shortest possible route.
- (2) Any commercial motor vehicle entering the City for multiple destinations in the City shall proceed only over a truck route and shall deviate only at the intersection the City road or street nearest to the first destination. Upon leaving the first destination, a commercial motor vehicle shall proceed to other destinations by the shortest possible route. Upon leaving the last destination, a commercial motor vehicle shall return to the truck route by the shortest possible route.

- (c) *Commercial motor vehicle traffic originating inside the City*
- (1) Any commercial motor vehicle, on a trip originating in the City, and traveling in the City for a destination outside the City, shall proceed:
 - (A) only over a truck route, if the business enterprise that operates or otherwise utilizes the commercial motor vehicle is located on or adjacent to a truck route; or
 - (B) if the business enterprise that operates or otherwise utilizes the commercial motor vehicle is not located on or adjacent to a truck route, then by the shortest possible route over City roads or streets, to a truck route to exit the City.
 - (2) Any commercial motor vehicle on a trip originating in the City, and traveling in the City for any destination in the City, shall proceed:
 - (A) only over a truck route, if the business enterprise that operates or otherwise utilizes the commercial motor vehicle is located on or adjacent to a truck route; or
 - (B) if the business enterprise that operates or otherwise utilizes the commercial motor vehicle is not located on or adjacent to a truck route, then by the shortest possible route over City roads or streets, to a truck route and shall deviate only at the intersection with the City road or street nearest to the destination.
 - (d) For purposes of subsections (b) and (c), the operator of a commercial motor vehicle shall have in his immediate possession evidence of the local destination(s) and point of origin.
 - (e) The provisions of this section shall not apply to:
 - (1) Emergency vehicles operating in response to any emergency call;
 - (2) An owner and/or operator of a commercial motor vehicle driving to and from his residence;
 - (3) Commercial motor vehicle owned and/or operated by and/or on behalf of a governmental entity, a public utility and/or any contractor or materialman, while engaged in the repair, maintenance or construction of roads, streets and/or highways, and/or road, street and/or highway improvements and/or utilities within the City;

- (4) Commercial motor vehicle owned and/or operated by and/or on behalf of a governmental entity while engaging in and/or performing official, authorized government-related business; and
- (5) Commercial motor vehicle operating upon a City or state officially designated detour.”

SECTION 3

All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution 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 4

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason, held to be unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City of Joshua hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional.

SECTION 5

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

SECTION 6

This Ordinance shall become effective after its passage and publication, as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, ON THIS 17TH DAY OF NOVEMBER, 2022.

APPROVED:

Scott Kimble, Mayor

ATTEST:

Alice Holloway, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, City Attorney



**City Council Agenda
November 17, 2022**

Resolution

Action Item

Agenda Description:

Discuss, consider, and take action to approve the resolution to hire an administration/project delivery service provider(s) to complete application and project implementation for the City of Joshua's CDBG 2023-2024 funded and administered through the Texas Department of Agriculture.

Background Information:

The City of Joshua is in pursuit of a Community Development Block Grant for 2022-2023 for improvements to Cobb Street.

Financial Information:

Initial street repairs are estimated to cost \$151,774.47. This CDBG grant is a matching grant. If the grant is approved, the City of Joshua will be required a 10% match commitment, which is based on the City's population.

City Contact and Recommendations:

Amber Bransom, Staff recommends the Council award the bid for the 2023-2024 CDBG service provider and approve the provided resolution.

Attachments:

- Resolution

CITY OF JOSHUA
RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF JOSHUA, TEXAS, AUTHORIZING THE AWARD OF PROFESSIONAL SERVICE PROVIDER CONTRACT FOR THE 2023-2024 CDBG TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT FUND.

WHEREAS, the 2023-2024 CDBG TxCDBG Community Development Block Grant Fund contract requires implementation by professionals experienced in the administration of federally-funded community development projects;

WHEREAS, in order to identify qualified and responsive providers for these services a Request for Proposals (RFP) process for administration services has been completed in accordance with Texas CDBG requirements;

WHEREAS, the proposals received by the due date have been reviewed to determine the most qualified and responsive providers for professional services;

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

Section 1. That _____ be awarded a contract to provide Texas CDBG application and project-related **administration services** for the 2023-2024 CDBG Texas Community Development Block Grant Fund project.

Section 2. That any and all contracts or commitments made with the above-named services providers are dependent on the successful negotiation of a contract with the service provider.

PASSED, APPROVED, AND ADOPTED, by the affirmative vote of the City Council of the City of Joshua, Texas, this the 17th day of November 2022.

APPROVED:

 Scott Kimble, Mayor

ATTEST:

 Alice Holloway/City Secretary

APPROVED AS TO LEGAL FORM

 Terry Welch, City Attorney

Overall Scoring - CDBG 2023-2023 Grant Administrator

Socring Category	GrantWorks	Langford	Traylor & Assoc.
Experience	150	150	147
Work Performance	150	138	140
Capacity to Perform	100	89	89
Proposed Costs	100	68.96	80.32
Total Score	500	445.96	456.32

Overall Scoring

GrantWorks	500
Langford	445.96
Traylor & Assoc.	456.32

Overall Scoring - CDBG 2023-2023 Engineering Services

Socring Category	JacobMartin	Centerline	SPI
Experience	283	220	280
Work Performance	125	42	121
Capacity to Perform	75	55	75
Total Score	483	317	476

Overall Scoring

JacobMartin	483
Centerline	317
SPI	476



**City Council Agenda
November 17, 2022**

Resolution

Action Item

Agenda Description:

Discuss, consider, and stake action to approve the resolution to hire an engineering/architectural/surveying service provider(s) to complete project implementation for the City of Joshua's 2023-2024 CDBG Texas Community Development Block Grant funding administered by the Texas Department of Agriculture.

Background Information:

The City of Joshua is in pursuit of a Community Development Block Grant for 2022-2023 for improvements to Cobb Street.

Financial Information:

Initial street repairs are estimated to cost \$151,774.47. This CDBG grant is a matching grant. If the grant is approved, the City of Joshua will be required a 10% match commitment, which is based on the City's population.

City Contact and Recommendations:

Amber Bransom, Staff recommends the Council award the bid for the 2023-2024 CDBG service provider and approve the provided resolution.

Attachments:

- Resolution

**CITY OF JOSHUA
RESOLUTION NO. _____**

A RESOLUTION OF THE CITY OF JOSHUA, TEXAS, AUTHORIZING THE AWARD OF PROFESSIONAL SERVICE PROVIDER(S) CONTRACTS FOR THE 2023-2024 CDBG TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT (TxCDBG) FUND.

WHEREAS, the 2023-2024 CDBG TxCDBG Community Development Fund contract requires implementation by professionals experienced in federally-funded community development projects;

WHEREAS, in order to identify qualified and responsive providers for these services a Request for Qualifications (RFQ) process for engineering/architectural/surveying services and has been completed in accordance with Texas CDBG requirements;

WHEREAS, the statement of qualifications received by the due date have been reviewed to determine the most qualified and responsive providers for each professional service;

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

Section 1. That _____ be awarded a contract to provide TxCDBG application and project-related **professional engineering/architectural/surveying services** for the 2023-2024 CDBG Texas Community Development Fund project.

Section 2. That any and all contracts or commitments made with the above-named services providers are dependent on the successful negotiation of a contract with the service provider;

PASSED, APPROVED, AND ADOPTED, by the affirmative vote of the City Council of the City of Joshua, Texas, this the 17th day of November 2022.

APPROVED:

Scott Kimble, Mayor

ATTEST:

Alice Holloway/City Secretary

APPROVED AS TO LEGAL FORM

Terry Welch, City Attorney

Overall Scoring - CDBG 2023-2023 Grant Administrator

Socring Category	GrantWorks	Langford	Traylor & Assoc.
Experience	150	150	147
Work Performance	150	138	140
Capacity to Perform	100	89	89
Proposed Costs	100	68.96	80.32
Total Score	500	445.96	456.32

Overall Scoring

GrantWorks	500
Langford	445.96
Traylor & Assoc.	456.32

Overall Scoring - CDBG 2023-2023 Engineering Services

Socring Category	JacobMartin	Centerline	SPI
Experience	283	220	280
Work Performance	125	42	121
Capacity to Perform	75	55	75
Total Score	483	317	476

Overall Scoring

JacobMartin	483
Centerline	317
SPI	476

**MEMORANDUM**

TO: Mayor and City Council

FROM: Mike Peacock,

DATE: November 9, 2022

SUBJECT: **Chapter 380 Agreement with Fairmount Outdoor Advertising**

Staff has been in discussions with Billy Tolson of Fairmount Outdoor Advertising about allowing the construction of a large LED Billboard Sign. This sign if approved would be located on property owned by the city on a section that fronts Hwy. 174. This section of the property is largely unusable due to a large in ground Atmos gas line. There is however room enough to place this sign, and in return for the use of the property, the city would be allowed access to advertise local events, make announcements, and outdoor warnings to name a few.

Recommendation from the staff is to approve the agreement, pending approval of the concerns of the city.

**CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF JOSHUA,
TEXAS, AND FAIRMOUNT OUTDOOR ADVERTISING, INC.**

THIS CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF JOSHUA, TEXAS, AND FAIRMOUNT OUTDOOR ADVERTISING, INC. ("Agreement") is entered into as of this ____ day of November, 2022, by and between the **CITY OF JOSHUA, TEXAS**, a home rule city of the State of Texas ("the City"), and **FAIRMOUNT OUTDOOR ADVERTISING, INC.**, a Texas company ("the Company"). Collectively, the City and the Company may be referred to as "Parties" and individually as a "Party," acting by and through their respective authorized officers.

WHEREAS, pursuant to Chapter 380 of the Texas Local Government Code ("Chapter 380"), the City may establish and provide for the administration of an economic development program to advance economic growth, while also stimulating business and commercial activity within the City of Joshua; and

WHEREAS, pursuant to Chapter 380 of the Texas Local Government Code, the City may enter into an agreement with any entity for administration of an economic development program; and

WHEREAS, the City owns an approximate 3.95 acre tract of land ("Property") located within the corporate limits of the City, as further described in Exhibit A, attached and incorporated herein; and

WHEREAS, The Property is currently vacant land zoned as C1 – Restricted Commercial; and

WHEREAS, the Company wishes to construct on the Property a new Off-Premise Digital Billboard, which shall comply substantially with the Development Standards of the City of Joshua and any requirements of the Texas Department of Transportation; and

WHEREAS, the Company will authorize the City of Joshua's use of both sides of the Digital Billboard for the benefit of the citizens of the greater Joshua area; and

WHEREAS, the Company is willing to construct and pay for all costs associated with the Project, including the improvements necessary to serve the Project, in exchange for the City's approval of the Project subject to the terms and conditions of this Agreement; and

WHEREAS, for and in consideration of the City's approval, the Company, and its successors and assigns, will commence and diligently pursue the completion of the Project, beginning construction within one (1) year of final approval of the construction plans by the City and State; and

WHEREAS, the City has the authority to enter into this Agreement and this Agreement sets up a structured arrangement wherein the City will have use of the Company's Digital Billboard.

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

ARTICLE I **DEFINITIONS**

"City" means the City of Joshua, a municipal corporation of the State of Texas.

"Comply" and "compliance" means timely, full, and complete performance of each requirement, obligation, duty, condition, or warranty as stated in this agreement. "Comply" and "compliance" mean complete compliance in all material respects and do not mean substantial compliance, unless otherwise specifically stated.

"Construct" and "construction" mean construction in a good and workmanlike manner and in compliance with applicable State and local laws, codes, and regulations (including but not limited to substantial compliance with the Development Standards of the City of Joshua); or valid waivers thereof or variances thereunder and the construction plans approved by the City and the State of Texas.

"Default" and "Act of Default" means failure in some material respect to comply timely, fully, and completely with one or more requirements, obligations, duties, terms, conditions, or warranties set forth in this Agreement.

"Development Standards of the City of Joshua" means the development standards set forth in the City of Joshua Code of Ordinances.

"Economic Development Opportunity Announcement" means an announcement regarding opportunities for commercial investment within the City of Joshua.

"Finance Department" means the Finance Department of the City of Joshua.

"Digital Billboard" means a monopole sign with back-to-back 12' x 40' changeable electronic variable message sign faces; which permits alteration of the sign's message or images by electronic means, including by light-emitting diodes (LEDs) or other means of digital display to present a message or images that complies with this Agreement, as generally shown in Exhibit B and the plans approved by the City and State of Texas.

"On-site" means on the Property and the Project.

"Property" means the real property being approximately 3.95 Acres, Property ID: R000107571, GEO ID: 126.3485.00022, Legal Description: LOT 3AR1B BLK 1 JOSHUA PLAZA located in Joshua, Johnson County Texas, more particularly described on Exhibit A attached hereto.

"Project" means the Digital Billboard described in Exhibit B to be constructed on property located within the City of Joshua and on the property described in Exhibit A.

"Public Service Announcement" means announcements regarding city-sponsored event announcements and noncommercial announcements.

ARTICLE II

PERFORMANCE CRITERIA AND DEFAULT

Section 2.01 Performance Criteria. The Company agrees and covenants that it shall:

- a) Construct or cause to be constructed and completed within Company's control the "Digital Billboard" with construction to commence within one (1) year from the date the City of Joshua and the State of Texas provides final approval of construction plans.
- b) Advertise City of Joshua content on the Digital Billboard operated by the Company according to the terms set forth herein, without charging the City for any costs associated with doing so:
 - 1. Permit the City to post Public Service Announcements or Economic Development Opportunity Announcements (the "Announcements") on either side of the Digital Billboard in Perpetuity; provided, however, that such Announcements shall consist of one slot per rotation in the standard rotation utilized by the advertising company on the applicable Digital Billboard. The City will provide the messaging, approve the style and layout of the messaging, and have the ability to post the messaging via a software program.
- c) Pay the established annual registration fee for off-premises digital display signs in the amount specified in the City's approved fee schedule.
- d) The Digital Billboard shall not contain any obscene and/or distasteful advertising material, including, but not limited to, sexually oriented businesses whether retail, pharmaceutical, theater or any other sexually oriented nature. Political advertisements are not allowed.

Section 2.02 Digital Billboard Plans and Specifications.

The Company shall design the "Digital Billboard" according to the following specifications:

- a) To a height that does not exceed 42 feet.

- b) To a maximum sign area of 480 square feet.
- c) On a monopole base with a masonry pole cover and in compliance with customary building standards in place at the time of this Agreement.
- d) Should the City desire, the structure will incorporate on the monopole base a sign or logo (the "City of Joshua sign") of the City. All costs associated with the design, fabrication, and installation of the City of Joshua sign will be borne by the City.
- e) Equipped with a DPI that provides the most clear display and advertising content in the Company's reasonable opinion.
- f) Self-adjusting technology so the brightness adjusts with the intensity of the surrounding ambient light.
- g) Complies with the following standards:
 - a. The Digital Billboard must automatically adjust the sign brightness so that the brightness level of the sign is no more than 0.3 foot-candles over ambient light conditions at a distance of 250 feet from the sign. A digital display sign must be equipped with both a dimmer control and photocell that automatically adjusts the display's intensity according to natural ambient light conditions.
 - b. Before the issuance of approval of the plans for the Digital Billboard, the Company shall provide written certification from the sign manufacturer that:
 - i. The light intensity has been factory programmed to comply with the maximum brightness and dimming standards in this subsection; and
 - ii. The light intensity is protected from end-use manipulation by password-protected software or other method satisfactory to the building official.

Section 2.03 Remedies.

The Parties expressly recognize and acknowledge that a breach of this Agreement by either Party may cause damage to the non-breaching Party for which there will not be an adequate remedy at law. Accordingly, in addition to all the rights and remedies provided by the laws of the State of Texas, in the event of a breach hereof by either Party, the other Party shall be entitled but not limited to the equitable remedy of specific performance or a writ of mandamus to compel any necessary action by the breaching Party.

Section 2.04 Notice of Default or Breach.

The complaining Party must give the non-complaining Party written notice of default or breach, including specification of the alleged default(s) or breach(es), and a cure period of at least 30

days. Notice must be sent by certified mail, return receipt requested, but may also be sent by other methods; notice, however, is effective only as of the date delivery of the certified mail correspondence is initially attempted. The Parties' addresses for notice are:

City of Joshua:
Attn: City Manager
101 S Main St, Joshua, TX 76058

Fairmount Outdoor Advertising, Inc:
Attn: Billy Tolson
PO Box 25103
Dallas, TX 75225

ARTICLE III **COVENANTS AND DUTIES**

Section 3.01 Company's Covenants and Duties.

Company makes the following covenants and warranties to the City and agrees to timely and fully perform the obligations and duties contained in Article II of this Agreement. Any false or substantially misleading statements contained herein or failure to timely and fully perform those obligations and duties within this Agreement shall be an act of Default by the Company.

- a) Company is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas and the United States of America during any term of this Agreement.
- b) The execution of this Agreement has been duly authorized by the Company, and the individual signing this Agreement on behalf of the Company is empowered to execute such Agreement and bind the company. Said authorization, signing, and binding effect is not in contravention of any law, rule, regulation, or of the provisions of the agreement, by-laws, or of any agreement or instrument to which Company is a party to or by which it may be bound.
- c) The Company is not a party to any bankruptcy proceedings currently pending or contemplated, and Company has not been informed of any potential involuntary bankruptcy proceedings.
- d) The Company agrees to obtain or cause to be obtained, all necessary permits and approvals from City and/or all other governmental agencies having jurisdiction over the Project on the Property which lie within the City limits.
- e) The Company shall obtain City approval of plans and specifications for the Project improvements prior to starting any construction.

- f) The Company shall have a continuing duty to cooperate with the City in providing all necessary information to assist City in complying with this Agreement; and to execute such other and further documents as may be reasonably required to comply therewith.

Section 3.02 Representation and Warranties by the City of Joshua.

- a) The City of Joshua agrees to authorize the construction of a Digital Billboard on the Property according to the specifications and requirements provided herein. The City of Joshua represents and warrants that this Agreement is within the scope of its authority, and that it has been duly authorized and empowered to enter this agreement.
- b) The City of Joshua does hereby grant unto Company and Company's successors, heirs, and assigns the right to use the portions of the Property described herein upon the terms and conditions hereof for outdoor advertising, access, utilities and other incidental purposes, including but not limited to the right to: (i) locate, place, construct, operate, lease, maintain, repair, rebuild, demolish, remove, replace and use its Digital Billboard, (ii) enter upon and cross-over for pedestrian and vehicular ingress and egress to its Digital Billboard, (iii) place, construct, install, operate, repair, maintain, rebuild, remove, replace, and relocate aerial or underground power lines or such other conduits as may be necessary for the provision of utilities or services to the Digital Billboard, and (iv) exercise such other incidental rights and privileges that may be necessary for the full enjoyment of the Digital Billboard.
- c) The City of Joshua does hereby grant unto Company and Company's successors, heirs, and assigns the right of perpetual sight or view corridors within the air space over that portion of the Property which the Digital Billboard sits for the right to receive light and an unobstructed and undistracted view of the advertising faces of the Digital Billboard located on the Property from the perspective of a motorist traveling in either direction along State Highway 174 (the "Thoroughfare") unobstructed by any improvements, buildings, trees, landscaping or other objects within the Digital Billboard at elevations in excess of twenty (20) feet above the grade level of Property adjacent to the Thoroughfare. The view of the Digital Billboard shall not be interfered with or diverted by any signs, banners, flags, poles, lighting, moving parts or other advertising features at all elevations.
- d) The City of Joshua does hereby grant unto Company and Company's successors, heirs, and assigns, the right: (i) to concurrently use curb-cuts, driveways, turn-lanes or paved parking areas on the Property for vehicular and ingress and egress to reach the Digital Billboard; and (ii) to concurrently use such paved parking areas on the Property for temporary parking of vehicles or work areas for normal service, maintenance or repairs to the Digital Billboard.
- e) The City of Joshua agrees to adhere to the Company's standard operating procedures for placing outdoor advertising and the Company's advertising content specifications.
- f) The City of Joshua is not required to pay any sum for the City's use of the Digital Billboard as set forth in Section 2.01.

ARTICLE IV

TERMINATION

Section 4.01 Termination.

This Agreement shall terminate upon the earliest occurrence of any one or more of the following: (a) The written agreement of the Parties; or (b) An uncured Default by the Company, if the City elects to terminate the Agreement for an Uncured Default. After the Tenth anniversary of this Agreement, either Party may terminate this Agreement upon 365 days' written notice, with or without cause.

ARTICLE V

GENERAL PROVISIONS

Section 5.01 Default.

- a) A party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such party fails to perform, observe, or comply with any of its covenants, agreements, or obligations hereunder or breaches or violates any of its representations contained In this Agreement.
- b) Before any failure of any party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within thirty (30) days of the receipt of such notice. Upon a breach of this Agreement, the non-defaulting Party, in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance, or both. Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Section or pursuant to the provisions of any other Section of this Agreement shall be deemed to constitute an election of remedies; and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity. Each of the Parties shall have the affirmative obligation to mitigate its damages in the event of a default by the other Party.

Section 5.02 No Personal Liability of Public Officials.

No public official or employee shall be personally responsible for any liability arising under or growing out of this Agreement.

Section 5.03 Liability of the Company, its Successors and Assignees.

Any obligation or liability of the Company whatsoever that may arise at any time under this Agreement or any obligation or liability which may be incurred by the Company pursuant to any other instrument transaction or undertaking contemplated hereby shall be satisfied, if at all, out of the assets of the Company only. No obligation or liability shall be personally binding upon, nor shall resort for the enforcement thereof be had to, the property of any of partners, officers, employees, shareholders, or agents of the Company, regardless of whether such obligation or liability is contract, tort or otherwise.

Section 5.04 Mediation.

If a dispute arises out of or relates to this Agreement or the breach thereof, the Parties shall first in good faith seek to resolve the dispute through negotiation between the upper management of each respective Party. If such dispute cannot be settled through negotiation, the Parties agree to try in good faith to settle the dispute by mediation before resorting to litigation, or some other dispute resolution procedure; provided that a Party may not invoke mediation unless it has provided the other Party with written notice of the dispute and has attempted in good faith to resolve such dispute through negotiation. All costs of negotiation and mediation collectively known as alternate dispute resolution ("ADR") shall be assessed equally between the City and Company with each party bearing their own costs for attorney's fees, experts, and other costs of ADR and any ensuing litigation.

ARTICLE VI **MISCELLANEOUS PROVISIONS**

Section 6.01 Limitations on Liability.

The City shall not be liable for consequential damages, specifically lost profits, and any damages claimed against the City shall be limited to amounts recoverable under §271.153 of the Texas Local Government Code; provided that the parties agree that this Agreement shall not be interpreted as or otherwise claimed to be a waiver of sovereignty on the part of the City.

Section 6.02 Force Majeure.

In the event either Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, then the obligations of such Party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused, to the extent provided, but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the Party whose contractual obligations are affected thereby shall give notice and the full of such force majeure to the other Party. Such cause, as far as possible, shall be remedied with all reasonable diligence.

The term "force majeure" as employed herein shall mean and refer, without limitation, to acts of God; strikes and/or lockouts; acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority (other than the City); insurrections; riots; lightning, earthquakes, fires, hurricanes, storms, floods and other natural disasters; pandemics, infectious diseases or viruses that shut down the state, city or county by federal, state or local order; washouts and other weather-related delays' restraint of government and people; civil disturbance; explosions; or other causes not reasonably within the control of the party claiming such inability.

If, because of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full of such force majeure to the other party within thirty (30) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed except as hereinafter provide, but of no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

It is understood and agreed that the settlement of strikes and lockouts shall entirely within the discretion of the party having the difficulty, and that the above requirement and any force majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the party having the difficulty.

Section 6.03 Interpretation.

Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which Party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, whatever its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party.

Section 6.04 Section or Other Headings.

Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 6.05 Entire Agreement.

This Agreement contains the entire agreement between the parties with respect to the transaction contemplated herein. Any Exhibits attached hereto are incorporated by reference for all purposes.

Section 6.06 Amendment.

This Agreement may only be amended, altered, or revoked by written instrument signed by the parties and as approved by the City Council of the City of Joshua, Texas, except to the extent this Agreement is terminated pursuant to Section 4.01.

Section 6.07 Successors and Assigns.

This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns; provided however (i) the benefits of this Agreement in favor of the Company may not be assigned to any party, unless the Digital Billboard is part of a bulk sale of assets, to collateral assignments to lenders, or to sales to experienced operators that assume all obligations of the contract in writing, with the written consent of the City of Joshua (which consent shall not be unduly withheld, provided the City is satisfied that any remaining obligations under the Agreement will be met); and (ii) notwithstanding the foregoing and any other provision of the Agreement to the contrary, any successor owner, occupant, tenant, licensee or invitee of any such portion of the Property (including, without limitation, any business that may operate from time to time thereon).

Section 6.08 Applicable Law and Venue.

This Agreement is made and all obligations arising hereunder shall be construed and interpreted under the laws of the State of Texas and the venue for any action arising from the Agreement shall be Johnson County, Texas.

Section 6.9 Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

Section 6.10 No Additional Waiver Implied.

The failure of either Party to insist upon performance of any provision of this Agreement shall not be construed as a waiver of the future performance of such provision by the other Party.

Section 6.11 Parties In Interest.

This Agreement shall be for the sole and exclusive benefit of the Parties and shall not be construed to confer any rights upon any third parties.

Section 6.12 Merger.

This Agreement embodies the entire understanding between the Parties and there are no other representations, warranties or agreements between the Parties covering the subject matter of this Agreement.

Section 6.13 Captions.

The captions of each section of this Agreement are inserted solely for convenience.

Section 6.14 Severability.

If any provision of this Agreement or the application thereof to any person or circumstances is ever judicially declared invalid, such provision shall be deemed severed from this Agreement and the remaining portions of this Agreement shall remain in effect.

Section 6.15 Company Indemnification.

COMPANY COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, CITY AND (AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES), INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE BROUGHT BY ANY THIRD PARTY AND RELATING TO COMPANY'S ACTIONS ON THE PROJECT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH AND PROPERTY DAMAGE, MADE UPON CITY OR DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO COMPANY OR COMPANY'S TENANTS' NEGLIGENCE, WILLFUL MISCONDUCT OR CRIMINAL CONDUCT IN ITS ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY SUCH ACTS OR OMISSIONS OF COMPANY OR COMPANY'S TENANTS, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONSULTANTS OF COMPANY OR COMPANY'S TENANTS, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT, ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY, UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE CITY AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. COMPANY SHALL PROMPTLY ADVISE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST CITY, RELATED TO OR ARISING OUT OF COMPANY OR COMPANY'S TENANTS' ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT COMPANY'S COST TO THE EXTENT REQUIRED UNDER THE INDEMNITY IN THIS PARAGRAPH. CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING COMPANY OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH, SHALL NOT BE AN INDEMNITY EXTENDED BY COMPANY TO INDEMNIFY, PROTECT AND HOLD HARMLESS CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE OR INTENTIONAL MISCONDUCT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL APPLY ONLY, TO THE EXTENT OF ANY COMPARATIVE NEGLIGENCE STATUTES AND FINDINGS, WHEN THE NEGLIGENT ACT OF CITY IS A CONTRIBUTORY CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE, AND IT SHALL HAVE NO APPLICATION WHEN THE NEGLIGENT ACT OF CITY IS THE SOLE CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE. COMPANY FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE AND ON BEHALF OF CITY AND IN THE NAME OF CITY ANY CLAIM OR LITIGATION BROUGHT AGAINST CITY (AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES), IN CONNECTION WITH ANY SUCH INJURY, DEATH, OR DAMAGE FOR WHICH THIS INDEMNITY SHALL APPLY, AS SET FORTH ABOVE.

IT IS THE EXPRESS INTENT OF THIS SECTION THAT THE INDEMNITY PROVIDED TO THE CITY AND THE COMPANY SHALL SURVIVE THE TERMINATION AND OR EXPIRATION OF THIS AGREEMENT AND SHALL BE BROADLY INTERPRETED AT ALL TIMES TO PROVIDE THE MAXIMUM INDEMNIFICATION OF THE CITY AND/ OR THEIR OFFICERS, EMPLOYEES AND ELECTED OFFICIALS PERMITTED BY LAW.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple copies, each of equal dignity, to be effective on the latest date of execution. Any party may change the address which notices are to be sent by giving the other parties written notice in the manner provided in Section 2.04.

EXECUTION PAGE FOLLOWS:

THE CITY OF JOSHUA, TEXAS

Scott Kimble, Mayor

ATTEST/SEAL:

Alice Holloway, City Secretary

Agreed to and accepted on _____, 2022

FAIRMOUNT OUTDOOR ADVERTISING, INC., a Texas Corporation.

Deborah Hamilton Tolson,
Its President

Exhibit A: Property Location

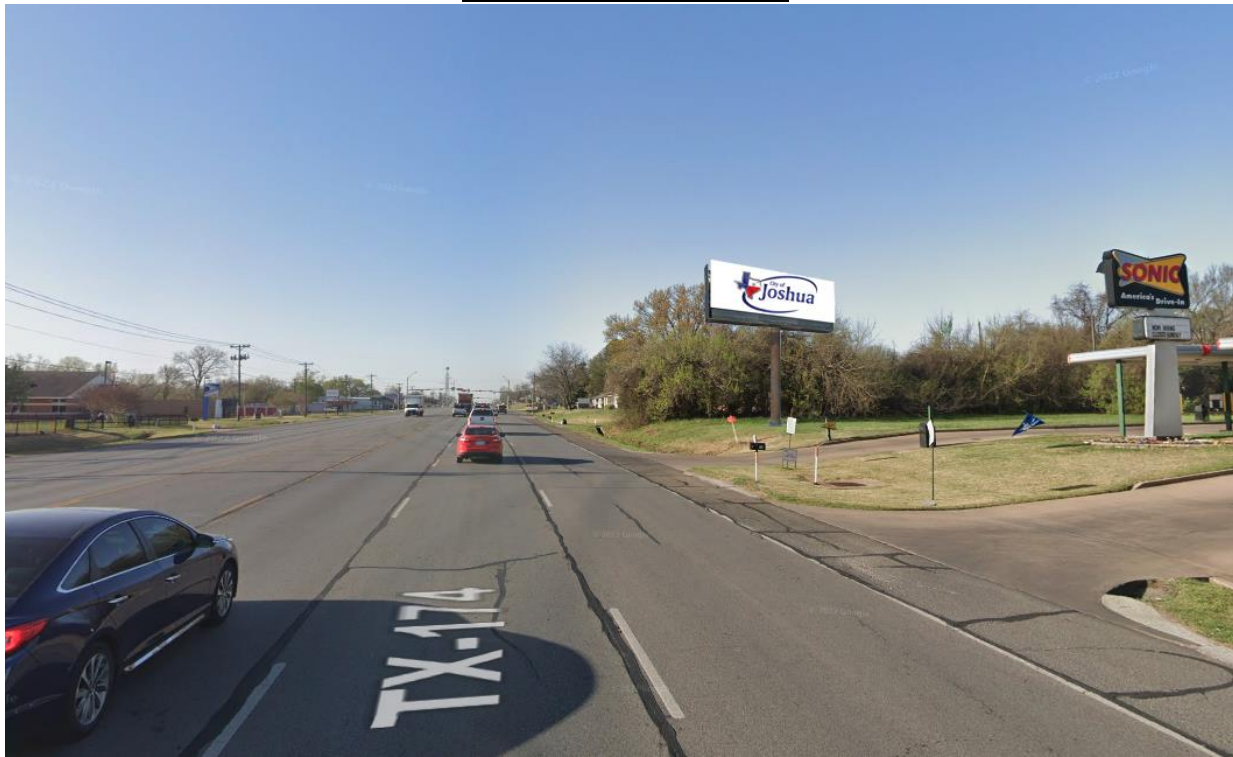


Exhibit B: Billboard Plans & Specifications

PROPOSED SITE (BEFORE)



PROPOSED SITE (AFTER)



ORDINANCE

AN ORDINANCE GRANTING TO UNITED ELECTRIC COOPERATIVE SERVICES, INC., ITS SUCCESSORS AND ASSIGNS, A BROADBAND INTERNET SERVICES FRANCHISE TO USE THE PRESENT AND FUTURE STREETS, ALLEYS, HIGHWAYS, PUBLIC UTILITY EASEMENTS, PUBLIC WAYS AND OTHER PUBLIC PROPERTY (PUBLIC RIGHTS-OF-WAY) OF JOSHUA, TEXAS, PROVIDING FOR COMPENSATION THEREFOR, PROVIDING FOR AN EFFECTIVE DATE AND A TERM OF SAID FRANCHISE, PROVIDING FOR WRITTEN ACCEPTANCE OF THIS FRANCHISE, AND FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC.

WHEREAS, United Electric Cooperative Services, Inc., desires to receive a broadband internet services franchise from the City of Joshua, Texas, to use present and future public rights-of-way; and

WHEREAS, the City desires to grant United Electric Cooperative Services, Inc., and its successors and assigns, a broadband internet services franchise based on the terms and conditions described herein; and; **NOW THEREFORE**

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

SECTION 1. GRANT OF AUTHORITY:

A. The City of Joshua, Texas ("City") hereby grants to United Electric Cooperative Services, Inc., its successors and assigns (herein called "Company"), the right, privilege and franchise to construct, extend, excavate, maintain (including tree trimming), repair, upgrade, remove, relocate, reconstruct and operate in, along, under and across the present and future streets, alleys, highways, public utility easements, public ways, and other public property ("Public Rights-of-Way") of the City, an overhead and underground system of poles, pole lines, wires, guys, conduits, fiber optic cables, routers, switches, wireless radio signal transmission devices and other devices or desirable appurtenances and facilities (hereinafter collectively referred to as "facilities") necessary or useful for the purpose of delivering, carrying, conducting, conveying, supplying, distributing and selling to the City and inhabitants of the City including person(s), firms, and corporations within the corporate limits of the City and person(s), firms, and corporations beyond the corporate limits thereof broadband internet services or the capability and capacity for the transport of communication signals of whatever kind and character, including voice over internet protocols and internet communications for the term(s) set out in Section 10, subject to this consent by the City which is hereby granted. As of the date of this agreement, the parties acknowledge and agree that (i) the Company's facilities are not defined within, or governed by Texas Local Government Code Chapter 284, and (ii) Company is not a certified telecommunications provider as defined in Texas Local Government Code Chapter 283.

B. The provisions set forth in this ordinance represent the terms and conditions under which Company shall construct, extend, excavate, maintain (including tree trimming), repair, upgrade, remove, relocate, reconstruct and operate its system facilities within the Public Rights-

of-Way of the City. Company, by its acceptance of this Franchise, agrees that all such lawful regulatory powers and rights as the same may be from time to time vested in the City shall be in full force and effect and subject to the exercise thereof by the City at any time. The grant to Company in Section 1 is subject to the terms and conditions contained herein, and is subject, to the extent applicable and controlling, to the Texas Constitution and subject to applicable and controlling local, state and federal laws, including the rules and regulations of any and all agencies thereof, whether presently in force or whether enacted or adopted at any time in the future, except as specifically provided herein. This Franchise agreement shall in no way affect or impair the rights, obligations or remedies available under state or federal laws, rules or regulations, and the Texas Constitution to the extent such laws, rules, or regulations are applicable and controlling. Nothing herein shall be deemed a waiver, release or relinquishment of either party's right to contest, appeal, or file suit with respect to any action or decision of the other party, including ordinances adopted by the City, that Company believes is in violation of any federal, state, or local law or regulation. The City shall provide Company notice and opportunity to review and comment upon proposed ordinances relating to the Public Rights-of-Way.

C. This Franchise does not grant to the Company the right, privilege or authority to engage in any other activities within the City other than those set forth in Section 1.A.

SECTION 2. USE OF PUBLIC RIGHTS-OF-WAY:

A. The poles, towers and other structures shall be so erected as not to unreasonably interfere with traffic over streets, alleys, and highways.

B. Company shall, except in cases of (i) emergency conditions or (ii) routine maintenance and repair of facilities that does not involve any of the following (a) cutting or breaking of pavement or (b) closure of traffic lane for longer than 24 hours or (c) boring or (d) excavation greater than 100 cubic feet or (iii) connection of real property to a utility service on the same side of the Public Rights-of-Way if connection does not require a pavement cut in the Public Rights-of-Way or (iv) replacement of a single damaged pole and associated work within a ten (10) foot radius of the damaged pole or (v) installation of aerial lines on existing poles or installation of aerial lines on not more than 10 new poles, provide City reasonable advance notice, and obtain a permit, (if required by City Ordinance), prior to performing work in the Public Rights-of-Way, except in no instance shall Company be required to pay fees or bonds related to its use of the Public Rights-of-Way, despite the City's enactment of any ordinance providing the contrary. Company shall construct and maintain its facilities in conformance with the applicable provisions of the National Electric Safety Code, applicable state or national standards or such comparable applicable standards as may be adopted, provided comparable applicable standards are not in conflict with the National Electric Safety Code, and in a good and workmanlike manner.

C. The City retains the right to make visual, non-invasive inspections of the Company's facilities and upon reasonable notice and request, to require the Company to make available for inspection records or data to demonstrate its current compliance with the terms of this Franchise.

D. The location of Company's facilities in the Public Rights-of-Way shall be subject to approval by the City Manager or the City Manager's designated representative prior to construction; provided however, said approval shall not be unreasonably withheld. This approval

will be obtained through the City's permitting process as required by the City's Right of Way Management Ordinance, as applicable. In the event of a conflict between the location of the proposed facilities of Company and the locations of the facilities of City or other Public Rights-of-Way users which exist or have been authorized by the City, the City shall resolve the conflict and determine the location of the respective facilities within the Public Rights-of-Way. The City will designate a reasonable alternate location for Company's facilities if a reasonable alternate location exists. The Company will use reasonable efforts to work with the City to avoid installing its facilities in a park or City property other than utility easements or street, alley, or highway right-of-way. Company has the right to request City Council review of this or any actions concerning Company's use of the Public Rights-of-Way.

E. The Company shall restore at the Company's expense, all work within the City Rights-of-Way, to a condition equally as good as it was prior to being disturbed by Company's construction, excavation, repair or removal or to a condition agreed upon by City and Company. Company shall restore the City's Right-of-Way in accordance with the City's Right-of-Way Management Ordinance, as applicable, except as specifically provided herein.

F. Company shall cooperate with the City in providing complete information regarding the location of current and future overhead and underground conduits, wires, fiber optic cables, poles and other facilities and appurtenances, within City's Public Rights-of-Way. Reproducible copies of maps showing the location (horizontal and vertical information) of all of Company's system facilities, including overhead and underground wires, fiber optic cables, and poles within the Public Rights-of-Way shall be furnished to the City upon request. The maps shall be provided in electronic digital format.

SECTION 3: RELOCATION AND ABANDONMENT:

A. The City reserves the right to lay, and permit to be laid, storm, sewer, gas, water, wastewater and other pipelines, cables, and conduits, or other improvements or to do and permit to be done any underground or overhead work that City in its sole discretion determines may be necessary or proper in, across, along, over, or under Public Rights-of-Way occupied by Company. The City also reserves the right to change in any manner any curb, sidewalk, highway, alley, public way, street, utility lines, storm sewers, drainage basins, drainage ditches, and like facilities of the City and to require the relocation of Company's facilities at Company's expense if reasonably necessary. In the event the exercise of such rights by the City are reasonably anticipated to necessitate the relocation of facilities of the Company, City shall provide Company with at least ninety (90) days prior written notice and shall specify a new location for such facilities along the Public Rights-of-Way of the City. The City shall work with the Company, in good faith, to minimize the economic impact on the Company and the number of Company facilities that may need to be relocated or shifted. The Company's facilities must be relocated or shifted at the Company's expense within sixty (60) days after the City sends final plans and notice to relocate to the Company.

The City shall have the right to remove, repair, or abate in a reasonable manner any part of the Company's facilities that is unreasonably and unnecessarily dangerous to life or property, and if Company, after reasonable advance notice, fails or refuses to cure such condition within a reasonable time. In the event of such failure to cure on the part of Company, the City shall have the power to, upon prior notice, remove, repair, or abate the same to the extent reasonably

necessary, at the expense of Company, without compensation or liability for damages to Company.

B. The Company shall relocate its facilities at its expense to permit the widening, straightening, or any change whatsoever of a street or other public way, including, but not limited to the addition of any acceleration, deceleration, center or side turn lanes, sidewalks, alleys, and other public improvement to the streets or public ways, when reasonable and necessary and to permit the movement of any storm water, drainage water or sewer facilities necessitated by street widening, provided that the City shall provide Company with at least sixty (60) days prior written notice and shall specify a new location for such facilities along the Public Rights-of-Way of City. The Company's facilities must be relocated or shifted at the Company's expense within sixty (60) days after the City sends final plans and notice to relocate to the Company.

C. If the City requires the Company to adapt or conform its facilities, or in any manner to alter, relocate, or change its facilities to enable any other corporation or person to use, or use with greater convenience, said street, alley, highway, or public way, the Company shall not be bound to make such changes until such other corporation or person shall have reimbursed or committed in writing with good and sufficient bond, to timely reimburse the Company for any costs, loss, or expense which will be caused by, or arises out of such change, alteration, or relocation of Company's facilities, and such adaptation, conformation, change, alteration, or relocation shall be done within sixty (60) days after the Company receives the notice to relocate.

D. If City receives a request for or itself initiates the abandonment of any Public Rights-of-Way in which Company has facilities, Company shall be notified of such and given opportunity to comment about the impact of the proposed abandonment. If the City adopts an ordinance which abandons any Public Rights-of-Way in which Company has facilities in use, such abandonment shall provide that, to the extent permitted by law, it is conditioned upon (a) Company's right to maintain its use of the abandoned Public Rights-of-Way and (b) the obligation of each party to whom the Public Rights-of-Way is abandoned to reimburse Company for all removal or relocation expenses if Company agrees to the removal or relocation of its facilities following abandonment of the Public Rights-of-Way. If the party to whom the Public Rights-of-Way is abandoned requests the Company to remove or relocate its facilities and Company agrees to such removal or relocation, such removal or relocation shall be done at the expense of the party requesting the removal or relocation within sixty (60) days after the Company receives the notice to relocate. If relocation cannot practically be made to another Public Rights-of-Way, the expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation and prepayment or bonding of such amount may be required by the Company prior to any such relocation.

E. When Company is required by City to remove or relocate its poles, towers, conduits, cables, fiber optic cables, and other facilities to accommodate construction of streets and alleys by City, and Company is eligible under Federal, State, County, City or other local agencies or programs for reimbursement of costs and expenses incurred by Company as a result of such removal or relocation and such reimbursement is required to be handled through City, Company costs and expenses shall be included in any application by City for reimbursement only when the City applies for a reimbursement where the eligible removal or relocation costs are delineated separately such that the City has constructive notice that Company relocation costs are eligible for reimbursement and only if Company submits its costs and expenses documentation to City prior to the filing of the application. City shall not be required to include Company's costs and

expenses in an application if the application calls for a lump sum or total project cost representing all costs together rather than an itemized list of costs eligible for reimbursement. City shall provide reasonable prior written notice to Company of the deadline for Company to submit documentation of the costs and expenses of such relocation to City. Upon receipt of reimbursement as outlined above, the City shall remit to the Company its portion related to the relocation or removal of Company's facilities only if the reimbursement received delineates separately Company's eligible relocation costs or the City's costs have been paid in full. Notwithstanding the foregoing, City shall not be responsible for any relocation costs to the extent Company is reimbursed for such relocation costs from another source; and in the event of receipt by Company of reimbursement from a third party for relocation costs previously paid by City to Company, Company shall return to City the duplicated payment. This paragraph applies exclusively to the Company's recovery of its relocation costs and nothing herein shall prohibit the City from denying a request by Company to increase or modify its other rates, charges, fees or tariffs, or prohibit Company from requesting or implementing any such increase or modification. Further, notwithstanding the foregoing, nothing herein shall limit Company's right to seek reimbursement for any relocation costs from any source.

SECTION 4. INDEMNIFICATION:

A. IN CONSIDERATION OF THE GRANTING OF THIS FRANCHISE, COMPANY SHALL, AT ITS SOLE COST AND EXPENSE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, AND ITS PAST AND PRESENT OFFICERS, AGENTS AND EMPLOYEES (THE "INDEMNITEES") AGAINST ANY AND ALL LIABILITY (INCLUDING COURT COSTS AND REASONABLE RELATED EXPENSES REASONABLY INCURRED BY THE INDEMNITEES AS A DIRECT CONSEQUENCE OF ANY LIABILITY AGAINST WHICH THE INDEMNITEES ARE INDEMNIFIED BY COMPANY) ARISING FROM SUITS, ACTIONS OR CLAIMS OF INJURY TO ANY PERSON OR PERSONS, OR DAMAGES TO ANY PROPERTY BROUGHT OR MADE FOR OR ON ACCOUNT OF ANY DEATH, INJURIES TO, OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR FOR DAMAGE TO OR LOSS OF PROPERTY CAUSED BY COMPANY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES, INTENTIONAL AND/OR NEGLIGENT ACTS OR OMISSIONS IN CONNECTION WITH COMPANY'S CONSTRUCTION, MAINTENANCE AND OPERATION OF COMPANY'S FACILITIES IN THE PUBLIC RIGHTS-OF-WAY.

B. The indemnity provided for in this paragraph shall not apply to any liability determined by a court of competent jurisdiction to have resulted from the sole negligence or intentional acts or omissions of the City, its officers, agents and employees.

C. In the event of joint and concurrent negligence or fault of both the Company and the City, responsibility and indemnity, if any, shall be apportioned comparatively between the City and Company in accordance with the laws of the State of Texas without, however, waiving any governmental immunity available to the City under Texas law and without waiving any of the defenses of the parties under Texas law. Further, in the event of joint and concurrent negligence or fault of both the Company and the City, responsibility for all costs of defense shall be apportioned between the City and Company based upon the comparative fault of each. It is not the intent of the City or Company to create any right or claim for the benefit of any third party. This indemnification provision is solely for the benefit of the City and Company and does not create

or grant any rights, contractual or otherwise, to any other person or entity.

D. In fulfilling its obligation to defend and indemnify City, the Company shall have the right to select defense counsel, subject to City's approval, which will not be unreasonably withheld. The Company shall in cooperation with its insurers, endeavor to retain defense counsel within seven (7) business days of receipt of City's written notice that City is invoking its right to indemnification under this Franchise. If the Company fails to retain defense counsel within such time period, City shall have the right to retain defense counsel on its own behalf, but subject to subsequent selection and substitution of defense counsel by Company as above provided in coordination with its insurer, as applicable and Company shall be liable for all reasonable defense costs (including court costs and reasonable related expenses) incurred by City with respect to any liability against which City is indemnified by the Company.

SECTION 5. LIABILITY INSURANCE:

Company shall, at its sole cost and expense, obtain, maintain, or cause to be maintained, and provide, throughout the term of this Franchise, insurance in the amounts, types, and coverages in accordance with the following requirements. In the event Company is satisfying the insurance requirements of another Franchise Agreement with the City, with limits at least equivalent to those limits contained herein, such coverage shall also satisfy the requirements of this Franchise, the requirements of this or the other Franchise(s) not intending to be in addition to each other. Such insurance may be in the form of a self-insurance plan to the extent permitted by applicable law or by obtaining insurance which meets the following:

- A. Commercial general or excess liability on an occurrence or claims made form. When coverage is maintained on an occurrence basis, the minimum limits are five million dollars (\$5,000,000) per occurrence and ten million dollars (\$10,000,000) aggregate. To the extent that coverage is maintained on a claims made form, the minimum limits are ten million dollars (\$10,000,000) per occurrence and twenty million dollars (\$20,000,000) aggregate. This coverage shall include the following:
 - (1) Products/completed operations to be maintained for one (1) year after termination of the Franchise.
 - (2) Personal and advertising injury.
 - (3) Contractual liability.
 - (4) Explosion, collapse, or underground (XCU) hazards.
- B. Automobile liability coverage with a minimum policy limit of one million dollars (\$1,000,000.00) combined single limit each accident. This coverage shall include all owned, hired and non-owned automobiles.
- C. Workers compensation and employer's liability coverage. Statutory coverage limits for Coverage A and five hundred thousand dollars (\$500,000) bodily injury each accident, five hundred thousand dollars (\$500,000) each employee bodily injury by disease, and five hundred thousand dollars (\$500,000) policy limit bodily injury by disease Coverage B employers' liability is required.
- D. Company must name the City, which includes all authorities, commissions, divisions and departments, as well as elected and appointed officials, agents,

employees, and volunteer fire department volunteers providing services to the City, as an additional insureds under the coverage required herein, except Worker's Compensation Coverage; provided, however, that notwithstanding any other provisions to the contrary additional insureds shall be limited to persons or organizations listed above, and the including of any such person or organization as an additional insured shall only be with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by Company's acts or omissions or the actual omissions of those acting on behalf of the Company the performance of the Company's ongoing operations; or in connection with the Company's premises owned by Company or rented to Company. The certificate of insurance must state that the City is an additional insured.

- E. Coverages required to be maintained under Sections 5.A, 5.B., and 5.C. shall include a waiver of subrogation in favor of the City, its officers, agents and employees.
- F. Company will require its contractors and subcontractors to maintain insurance consistent with Company's requirements of its contractor or subcontractor for similar work performed.
- G. Company shall provide the City with evidence of the form and basis for insurance coverage or self- insurance, as applicable, within 30 days of the effective date of the Franchise and annually thereafter as applicable insurance coverages renew. Company will not be required to furnish separate proof when applying for permits.
- H. All insurance shall be provided through valid and enforceable policies, insured by insurers licensed to do business in the State of Texas. All insurance carriers and surplus line carriers shall be rated A- or better by A.M. Best.
- I. The Company is required to provide the City with at least thirty (30) days prior written notice of any intention not to renew or prior to cancellation of such policy, such notice to be given by certified or registered mail.

SECTION 6. NON-EXCLUSIVITY:

This Franchise is not exclusive, and nothing herein contained shall be construed so as to prevent the City from granting other like or similar rights, privileges and franchises to any other person, firm, or corporation.

SECTION 7. CONSIDERATION:

In consideration of the grant of said right, privilege and franchise by the City and as full payment for the right, privilege and franchise of using and occupying the said Public Rights-of-Way, and in lieu of any and all occupation taxes, assessments, municipal charges, fees, easement taxes, franchise taxes, license, permit and inspection fees or charges, street taxes, bonds, street or alley rentals, and all other taxes, charges, levies, fees and rentals of whatsoever kind and character which the City may impose or hereafter be authorized or empowered to levy and collect, excepting

only the usual general or special ad valorem taxes which the City is authorized to levy and impose upon real and personal property, sales and use taxes, and special assessments for public improvements or the costs to repair damages to the Public Rights-of-Way or to indemnify the City as required herein, Company shall pay to the City the following (sometimes referred to herein as the “franchise fee”):

- A. On an annual basis, an assessment of a percentage, as specified in Section 7.B. below, multiplied by the gross receipts received by the Company from the Company’s sale of broadband internet services to each retail customer whose consuming facility’s point of delivery for such broadband internet services is located within the City’s municipal boundaries. The term “gross receipts” shall not include (1) local, state or federal taxes and regulatory fees of any kind collected by Company that have been billed to its customers and that are separately stated on customer bills, (2) the franchise fees paid under this agreement collected by Company that have been billed to its customer and that are separately stated on customer bills, (3) receivables or revenue uncollectible from customers (i.e. bad debts), or (4) revenue from the Company’s pole attachment agreements, if any.
- B. Defined franchise fee schedule for percentage franchise fee assessment:
 1. Years one and two of this Franchise - Two percent (2%)
 2. Years three and four of this Franchise - Three percent (3%)
 3. Year five of this Franchise - Four percent (4%)
 4. Additional remaining years - Five percent (5%)
- C. The franchise fee shall be payable as follows:
 1. The annual payment will be due and payable on or before April 1 of each year throughout the life of this Franchise. The payment will be based on the revenues, as described in Section 7.A. above and the franchise fee schedule as described in Section 7.B. above, received by the Company from the Company’s sale of broadband internet services to each retail customer whose consuming facility’s point of delivery is located within the City’s municipal boundaries during the preceding twelve-month period ended December 31 (January 1 through December 31). The payment will be for the rights and privileges granted hereunder for the calendar year (January 1 through December 31) preceding the payment date.
 2. The first payment hereunder shall be due and payable on or before April 1, 2023 and shall be based on the period of January 1, 2022 through December 31, 2022 for the privilege period of January 1, 2022 through December 31, 2022. The final payment under this Franchise is due on or before April 1, 2033 and covers the basis period of January 1, 2032 through December 31, 2032 and for the privilege period of January 1, 2032 through December 31, 2032; and
 3. After the final payment date of April 1, 2033, Company may continue to make payments in accordance with the above schedule. City acknowledges that such continued payments will correspond to privilege periods that

extend beyond the term this Franchise and that such continued payments will be recognized in any subsequent franchise agreement as full payment for the relevant periods.

- D. With each payment required by Section 7. A, the Company shall provide the City a statement by an employee of Company which certifies the payment as correct.
- E. If Company fails to pay when due any payment provided for in this Section, Company shall pay such amount plus interest from such due date until payment is received by City. Interest shall be calculated in accordance with the interest rate for customer deposits established by the PUC in accordance with Texas Utilities Code Section 183.003 for the time period involved.

SECTION 8: RECORDS AND REPORTS:

A. The Company shall keep complete and accurate books of accounts and records of its business and operations under and in connection with the franchise. To the extent practicable, all such books of accounts and records shall be made available at its principal office.

B. For a period of four years following receipt of any payments or reports by Company, the City shall, upon 30 days prior written notice to the Company, have the right to have access to, and to inspect the books of accounts and records of the Company to ascertain the correctness of any payments and reports to the City, and as to the Company's compliance with this Franchise.

C. The City may cause to be conducted, no more than once annually, an audit to verify the accuracy of the method used to compute the Company's franchise fee payments to the City and to verify that all accounts for retail broadband internet services customers within the City are properly included in the computation of the franchise fee. If either party discovers that the Company has failed to pay the entire or correct amount of compensation due, the correct amount shall be determined and the City shall be paid by the Company within thirty (30) calendar days of such determination. Such payments shall include interest as provided for in Section 7.E. Any overpayment to the City by Company through error or otherwise, will, at the option of the City, either be refunded within thirty (30) days of the mutual determination or be offset against the next payment due from Company. If neither party can mutually agree on either the underpayment due the City or an overpayment due the Company, both the City and Company may seek any other rights and remedies provided by law or in equity. Acceptance by the City of any payment due under this Section shall not be deemed to be a waiver by the City of any breach of this Franchise, nor shall the acceptance by the City of any such payments preclude the City from later establishing that a larger amount was actually due or from collecting any balance due to the City.

D. City shall, at least 30 days prior to any applicable franchise fee being due by Company, provide Company with a current map, in electronic format, accurately depicting the corporate limits (boundaries) of the City for use by Company in determination of payments due as per Section 7 A.

E. Company shall register its underground facilities covered under this Agreement with Texas811 or other similar organization within thirty (30) days after such underground facilities are placed into the ground.

SECTION 9. TERM:

This Ordinance shall become effective upon Company's written acceptance hereof, said written acceptance to be filed by Company with the City Secretary within sixty (60) days after final passage and approval hereof. The right, privilege and franchise granted hereby shall expire on December 31, 2032 provided that, unless written notice is given by either party hereto to the other not less than sixty (60) days before the expiration of this Franchise agreement, it shall be automatically renewed for an additional period of one (1) year from such expiration date and shall be automatically renewed thereafter for like periods until canceled by written notice given not less than sixty (60) days before the expiration of any such renewal period.

SECTION 10. REPEALER CLAUSE:

This Ordinance shall supersede any and all other franchises specifically for broadband internet services granted by the City to Company its predecessors and assigns, provided the parties agree any claim, action or complaint by either party that arose under or pursuant to any such previous franchise ordinance shall be preserved and saved from repeal, subject to all applicable statutes of limitations.

SECTION 11. DEFAULT, REMEDIES, TERMINATION:

A. In addition to all other rights which the City has pursuant to law or equity, the City reserves the right to revoke, terminate or cancel this Franchise, and all rights and privileges pertaining thereto in the event that Company fails to comply with a material provision of this Franchise. Sections 2, 3, 4, 5, 7, 8, 9 and 10 are material provisions of this Franchise. Before termination, the City shall notify the Company, in writing, of the alleged failure of the Company to comply with a material provision of this Franchise, which notice shall specify the alleged failure with reasonable particularity. The Company shall, upon its receipt of such notice, either:

1. diligently cure such failure, but in any event within not more than thirty (30) days after such receipt; or
2. if such failure does not result from the failure to make a monetary payment and cannot with due diligence be cured within the said thirty (30) day period, then cure such failure within an additional reasonable period of time so long as the Company has submitted to the City in writing its plan (including, without limitation, the time period) to cure such failure and has commenced curative action within the said thirty (30) day period, and thereafter continues to diligently attempt to cure the failure; or
3. if the Company reasonably believes that the failure specified in the notice from the City is not a failure of a material provision of this Franchise, submit to the City within ten (10) days after its receipt of the notice the Company's written response specifying facts and presenting arguments in

refutation or defense of such alleged failure (the "Company's Defense").

B. In the event that the Company does not comply with Section 12A subparagraphs 1, 2, or 3 above, or if the Company does comply with Section 12A subparagraph 3 above but the City, after its review of the Company's Defense, nevertheless believes that the Company has failed to comply with a material provision of this Franchise and has failed to timely cure such failure per Section 12A subparagraphs 1 or 2 above, the City may declare this an Uncured Event of Default, which shall entitle City to exercise the remedies provided for in Section 12C. Notice of such declaration shall be given to the Company prior to the City's exercise of any such remedies.

C. In the event that such cure is not forthcoming, City shall be entitled to exercise any and all of the following remedies:

1. The commencement of an action against Company at law for monetary damages;
2. The commencement of an action in equity seeking injunctive relief or the specific performance of any of the provisions, that as a matter of equity, are specifically enforceable;
3. The commencement of any other action which may be available to the City; or
4. The termination of this Franchise in accordance with the provisions of Section 12D.

D. In accordance with the provisions of Section 12.C.4, this Franchise may be terminated upon at least 30 business days' prior written notice to Company. City shall notify Company in writing at least 15 business days in advance of the City Council meeting at which the question of forfeiture or termination shall be considered, and Company shall have the right to appear before the City Council in person or by counsel and raise any objections or defenses Company may have that are relevant to the proposed forfeiture or termination. The final decision of the City Council may be appealed to any court or regulatory authority having jurisdiction within 30 days following the effective date of such decision. Upon timely appeal by Company of the City Council's decision terminating the Franchise, the effective date of such termination shall be either when such appeal is withdrawn, or a court or administrative order upholding the termination becomes final and unappealable. Until the termination becomes effective, the provisions of this Franchise shall remain in effect for all purposes.

E. The rights and remedies of City and Company set forth in this Ordinance shall be in addition to, and not in limitation of, any other rights and remedies provided by law or in equity. City and Company understand and intend that such remedies shall be cumulative to the maximum extent permitted by law and the exercise by City of any one or more of such remedies shall not preclude the exercise by City, at the same or different times, of any other such remedies for the same breach of this agreement. The failure of the City to insist upon strict performance of any one or more of the terms or provisions of this Franchise Ordinance shall not be construed as a waiver or relinquishment of any such term or provision in the future.

F. This Franchise Ordinance shall be construed and governed by the laws of the State of Texas. City and Company agree that any lawsuit between the City and the Company concerning this Ordinance will be filed in the state of Texas. Nothing in this Ordinance shall prohibit the City from filing an action related to this Ordinance in Johnson County, Texas.

SECTION 12. NOTICES:

Notices, reports or demands required to be given under this Franchise shall be deemed to be given when delivered in writing, personally to the person designated below, or when five days have elapsed after it is deposited in the United States Mail with registered or certified mail postage prepaid to the person designated below, or on the next business day if sent by Express Mail or overnight air courier addressed to the person designated below:

If to City:

City of Joshua
Attn: City Manager

Joshua, Texas _____

If to the Company:

United Electric Cooperative Services, Inc.
Attention: General Manager
P.O. Box 1809
Burleson, Texas 76097

SECTION 13. SEVERABILITY:

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court or agency of competent jurisdiction, such portion shall be deemed a separate provision and such holding shall not affect the validity of the remaining portions of this Ordinance, so long as the economic or legal effect of such holding upon this Ordinance does not materially adversely affect either party. Upon any such holding, the parties shall negotiate in good faith to modify this Ordinance so as to continue the original intent of the parties as closely as reasonably possible.

SECTION 14. ASSIGNMENT:

This Franchise may not be assigned by either party without the prior written consent of the other party.

SECTION 15. ACCEPTANCE:

This Ordinance shall become effective upon Company's written acceptance hereof, said written acceptance to be filed by Company with the City Secretary of the City within sixty (60) days after final passage and approval hereof.

SECTION 16. APPROVAL AT PUBLIC MEETINGS:

It is hereby officially found that the meetings at which this Ordinance was passed were open to the public and that due notice of such meetings was posted, all as required by law.

This ordinance shall not be effective until thirty (30) days after final reading.

PASSED AND APPROVED:

First and Final Reading: the _____ day of _____, 20_____.

_____, Mayor
City of Joshua, Texas

ATTEST:

_____, City Secretary



**City Council Agenda
11/17/2022**

Action Item

Agenda Description:

Discuss, consider, and possible action to approve the franchise agreement between the City of Joshua and United Cooperative Services Internet Services.

Background Information:

United Cooperative began installation of fiber networks throughout sections of the city where they provide electric service. Currently they are in Heritage II, Mockingbird, Joshua Meadows and a few other small areas.

Financial Information:

To be determined based on percentages established in the agreement ranging from 2-5%.

City Contact and Recommendations:

Staff recommends approval.

Attachments:

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

THE STATE OF TEXAS §

COUNTY OF JOHNSON §

THIS AGREEMENT is made and entered into by and between the City of Joshua, hereinafter referred to as the "City," and Johnson County Special Utility District, hereinafter referred to as "JCSUD."

WHEREAS, the City is engaged in participating in the JCSUD project in the City of Joshua, Johnson County, Texas, commonly known as the 16-inch Joshua Main Street project (the "Project"); and

WHEREAS, JCSUD is a political subdivision of the State of Texas, as authorized by Article XVI, Section 59 of the Texas Constitution, and the laws of the state, and owns and operates a water facilities system that supplies potable water for human consumption and other domestic uses to customers within its defined service area; and

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

THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration for the mutual promises hereinafter expressed, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, the City and JCSUD hereby agree as follows:

1. The City agrees to participate financially in the Project according to the agreed-upon methodology. The cost of the 16-inch Joshua Main Street project from the elevated storage tank on Main Street to the intersection of SH 174 (Broadway) and Main Street will be split 50% to each entity. Further, the Parties acknowledge that the Project will enhance economic development opportunities in the City and therefore, the Parties agree that the apportionment of Project costs to future end users of the services contemplated by this Agreement will be based upon a mutually agreeable formula between JCSUD and the City for such apportionment of costs.
2. Based on the actual bid price of \$3,489,256, the City will participate in an amount not to exceed \$1,750,000.
3. The City will issue payment to JCSUD as follows:
 - a. 25% of the actual bid price (\$872,314) will be submitted to JCSUD prior to the start of construction, as set in the pre-construction meeting with the contractor.
 - b. Prior to JCSUD issuing a Final Letter of Completion, all participation amounts shall be paid in full, not to exceed \$1,750,000.
4. Effect of Force Majeure.
In the event either party is rendered unable by force majeure to carry out any of its obligations under this Agreement, in whole or in part, then the obligations of that party, to the extent affected by the force majeure event, shall be suspended during the continuance of the inability; provided, however, that due diligence is exercised to resume performance at the earliest practical time. As

soon as reasonably possible after the occurrence of the force majeure event relied upon to suspend performance, the party whose contractual obligations are affected thereby shall give notice with full details of the force majeure event to the other party. The cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure" includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and civil disturbances, explosions, breakage, or accidents to equipment, pipelines, or canals, partial or complete failure of water supply, unreasonable supply chain delays caused by a pandemic or other uncontrollable forces and any other inability of either party, whether similar to those enumerated or otherwise, that are not within the control of the party claiming the inability and that could not have been avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty and that the requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party if the settlement is unfavorable to it in the judgment of the party having the difficulty.

5. Notices.

Any notice to be given hereunder by either party to the other party shall be in writing and may be affected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed.

Any notice mailed to JCSUD shall be addressed:

Peter Kampfer, General Manager
Johnson County Special Utility District
P.O. Box 1390
Joshua, TX 76058

Any notice mailed to the City shall be addressed:

Mike Peacock, City Manager
The City of Joshua
101 South Main Street
Joshua, TX 76058

Either party may change the address for notice to it by giving written notice of such change in accordance with the provisions of this paragraph.

6. Rights-of-Way/Easements.

JCSUD hereby acknowledges that there is existing rights-of-way and/or easements for the construction of the Project. In the event that JCSUD has not acquired or otherwise obtained sufficient rights-of-way and/or easements for the construction of the Project, JCSUD shall be responsible for the costs of acquisition of sufficient right-of-way and/or easements for the construction of the Project.

7. Authority to Execute.

The Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The City warrants and represents that the individual executing this Agreement on behalf of the City has full authority to execute this Agreement and bind the City to the same. JCSUD warrants and represents that the individual executing this Agreement on behalf of JCSUD has full authority to execute this Agreement and bind JCSUD to the same.

8. Mediation.

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

9. Miscellaneous Drafting Provisions.

This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply.

10. No Third Party Beneficiaries.

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

11. Applicability of City Ordinances.

The signatories hereto shall be subject to all applicable construction ordinances of the City, whether now existing or in the future arising.

12. Severability.

The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or circumstances shall not be affected thereby, and this Agreement shall be construed as if such invalid or unconstitutional portion had never been contained therein.

13. Entire Agreement.

This Agreement, including any exhibits attached hereto and made a part hereof, constitutes the entire Agreement between the parties relative to the subject matter of this Agreement. All prior agreements, covenants, representations, or warranties, whether oral or in writing, between the parties are merged herein.

14. Amendment.

No amendment of this Agreement shall be effective unless and until it is duly approved by each party and reduced to a written signed by the authorized representatives of JCSUD and the City, respectively, which amendment shall incorporate this Agreement in every particular not otherwise changed by the amendment.

15. Governing Law.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties are expressly deemed performable in Johnson County, Texas, and shall be construed as though jointly drafted by both parties.

16. Venue.

Venue for any suit arising hereunder shall be in Johnson County, Texas.

17. Successors and Assigns.

This Agreement shall be binding on and shall inure to the benefit of the heirs, successors, and assigns of the parties.

18. Assignability.

The rights and obligations of the City hereunder may not be assigned without the prior written consent of JCSUD. The rights and obligations of the City hereunder may be assigned to the United States Department of Agriculture, Rural Development, or any other successor agency without the prior consent of JCSUD.

19. Effective Date.

This Agreement shall be effective from and after the date of due execution by all parties.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its duly authorized representative in multiple copies, each of equal dignity, on the date or dates indicated below.

Executed this _____ day of _____, 2022.

JOHNSON COUNTY SPECIAL UTILITY DISTRICT:

by Peter Kampfer, General Manager

THE STATE OF TEXAS §

COUNTY OF JOHNSON §

THIS AGREEMENT was acknowledged before me by Peter Kampfer on this _____ day of _____, 2022.

Notary Public in and for the State of Texas

CITY OF JOSHUA, TEXAS:

by Mike Peacock, City Manager

THE STATE OF TEXAS §

COUNTY OF JOHNSON §

THIS AGREEMENT was acknowledged before me by Mike Peacock on this _____
day of _____, 2022.

Notary Public in and for the State of Texas



Joshua Police Department



Item 1.

October 2022

Officer Shawn Martin, Officer Shealyn Kellogg and Officer Justin Price were all released from the field training program in October. The police department is still actively recruiting to fill its last two open positions. The remaining two positions will be used to fill a STOP task force position and allow the department to have a dedicated traffic unit, to address traffic related concerns throughout the city.

October also saw an increase in training for its sworn members. Several members attended instructor school, firearms instructor school, case law and an active shooter response training. The next few months will see an increase in the number of sworn members receiving training in various disciplines of active shooter response.

Lt. Fullagar began the application process for a second grant in October. This second grant will allow the department to seek reimbursement from the Governor's Office for expenses incurred while attending ALERRT sponsored training programs.

The department began the process for re-accreditation. The process includes a review of all General Directives, an inventory of the property room and all instances of Use of Force, Pursuits, and Accident/Injuries. The report will be submitted in November to the Texas Police Chiefs Association for review.

Patrol

Category	October 2022	October 2021	2022 year to date
Dispatched Calls	222	271	2,456
Arrests	11	13	130
Crash Reports	6	12	48
Traffic Stops	550	722	5,169
Citations	169	407	1,755
Outside LE Agency Assist	7	11	120
Reports	54	62	542

K9

K9 Camo was deployed three times in October in positive alerts on all three deployments.

Investigations

Category	October 2022	October 2021	2022 year to date
Crimes Against Persons	6	5	46
Property Crime (Thefts, Damage)	9	10	96
Other (Drug or Alch/Missing/Deceased)	39	26	440



Joshua Police Department



Item 1.

Training

Officer Tyler Smith attended TCOLE Instructor school and Solo Officer Rapid Deployment training. Officer Chris King attended a firearms instructor course. Officer Nick Bright and Officer Wes Barger attended de-escalation training. Lt. Shawn Fullagar, Sgt. Chris Lee, Sgt. Kristie Session, and Officer Taylor Clark attended a training course focusing on case law for patrol and street level operations. Sgt. Jason Wright attended the TCOLE Training Conference in Corpus Christi.

Community Outreach

Event	Date
National Night Out	October 4 th
Tarrant Area Food Bank	October 13 th
Joshua Christian Academy Pumpkin Run	October 21 st
JISD Military & First Responder Night	October 21 st
CT 100 Car Show	October 23 rd
Joshua Adventist School Field Trip	October 26 th
Pinnacle Bank Robbery Meeting	October 27 th
Boo Bash	October 29 th



Joshua Fire Department Monthly Activity Report

October 2022

PERSONNEL & RECENT ACTIVITIES

Volunteer hours totaled 646 for October, which is down from 669 in September.

Deputy Fire Marshal Gage Noblitt completed the class on Fire Investigator and received his certification from the Texas Commission on Fire Protection and is now certified as an Arson Investigator through the Commission. We are excited to announce that Gage has been appointed as our latest Fire Marshal. Gage will greatly enhance the level of professionalism within the Fire Marshal's office. He will be formally recognized at the Council meeting.

Fire Marshal Stacy Singleton, recently retired from the City of Burleson, has agreed to come aboard on a part-time basis to assist Marshal Noblitt with orientation to his new responsibilities. We are glad to have Stacy's years of experience to lean upon during our transitional period.

The recruitment process for both firefighter and Operations Captain is ongoing. Interviews for the firefighter position will occur on November 9 and on November 15 for the Captain position. We are excited to once again be breaking a new barrier in the ongoing, forward progression of the Joshua Fire Department.

CODE COMPLIANCE

VIOLATION	2021-STILL ACTIVE		Oct-22		2022	
	OPEN	CLOSED IN 2022	OPENED	CLOSED	OPEN YTD	CLOSED YTD
Accessory Building	1	1			2	1
High Grass and Weeds	9	4	4	5	49	49
Junk and Debris	18	8	2	4	67	58
Junk Vehicle	5	3	1	1	12	12
Parking Violation	6			1	16	11
No Permit	2				8	5
Open Storage	1	1			9	7
Substandard Structure	0	2				
swimming pool Barrier	1				4	3
Solid waste violation	2					
Health and sanitation					1	1
No CO					4	2
prohibited occupancy					3	2
Public safety S&S					4	4
Open Vacant structure					1	1
Dilapidated Fence					2	2
	45	19	7	11	182	158

EMERGENCY RESPONSE..

JOSHUA FIRE DEPARTMENT								
EMERGENCY RESPONSE STATISTICS								
YEAR:	2022	MONTH:	October					
CITY INCIDENTS			October	YTD	COUNTY INCIDENTS		October	YTD
Building Fires			1	6	Building Fires		0	3
Vehicle Fire			0	1	Vehicle Fire		1	1
Rail Vehicle Fire			0	1	Alarm System activation NO FIRE Un		1	1
Arcing/Shorted Electrical Equipment			0	5	Chimney or Flu Fire		0	1
Cooking Fire			0	2	Grass Fires		0	13
Dumpster Fire			0	1	Outside Equip Fire		0	1
Grass Fires			0	18	EMS - Except MVA with Injuries		14	221
Outside Equip			0	1	MVA with Injuries		2	12
Outside Rubbish			0	1	MVA no Injuries		0	13
EMS - Exclude vehicle acc W/Inj			57	537	Oil or Other Combustible liquid spill		0	1
MVA with Injuries			3	31	Flammable Liquid spill		0	2
Animal Rescue			0	2	Public Service		0	2
MVA no Injuries			3	31	Natural Gas or LPG Leak		0	1
Trench/below-grade rescue			0	1	Animal Rescue		1	1
Lock-out			0	11	Power Line Down		0	4
Assist Invalid			9	65	Assist Invalid		1	17
Power Line Down			0	9	Unauthorized Burning		1	20
Unauthorized Burn			1	18	Dispatch & Cancelled Enroute		1	20
Good Intent			1	7	HazMat Invest - No HazMat		0	2
Dispatched/Cancelled			6	35	Smoke Det No Fire - Unintended		0	4
No Incident on Arrival			0	2	Fire Det No Fire - Unintended		0	1
Authorized Controlled Burn			1	3	CO Detector Activation - No CO		0	2
HazMat Invest - No HazMat			0	3	TOTAL COUNTY		22	343
Gas leak (natural gas or LPG)			1	2				
Oil or Other Combustible liquid spill			0	9				
Assist PD or other Gov. Agency			1	1				
Wind Storm/Tornado Assessment			0	5				
Smoke from barbecue/tar kettle			0	1				
Smoke Scare/Odor of Smoke			0	8				
Detector Activation, no fire-unintentional			1	2				
Fire Alarm Activation/Unintentional			0	9				
Water Leak			0	1				
Mutual Aid Given			7	133				
TOTAL CITY			92	962	TOTAL INCIDENTS		114	1321
MUTUAL & AUTO AID RECEIVED				RESPONSE TIMES	October	September		
	October	YTD		JOSHUA	6:00	6:20		
MA RECEIVED	4	52		COUNTY	9:25	9:55		
AA RECEIVED	8	64						
STAFFING	October	YTD			October	YTD		
INADEQUATE	0	0		NO-RESP 2nd CALL	0	23		

TRAINING

DATE	TOPIC	HOURS	ATTENDANCE
10/03	Crew Resource MGMT	1	1
10/05	Fire Safety Events	3	7
10/12	Scenarios	3.5	7
10/15	Live Fire Scenarios	8.5	6
10/19	Scenarios	3.5	7
10/25	Chemical Weapons Awareness	2	1
10/25	Conflict Resolution for Fire and EMS	2	1
10/25	Emergency Response to Terrorism	2	1
10/25	EMS Response to Active Shooter	2	1
10/26	Keeping your department out of Legal Hot Water	1.5	1
10/26	Leadership in Public Safety Bureaucracies	1.5	1
10/26	EMS CE's Diabetic Emergencies	3	7
10/27	Managing the difficult Fire/EMS employee	1.5	1
10/27	Company Officer time MGMT	1.5	1
10/28	Disaster MGMT	1.5	1
TOTAL		38.0	

Texas Commission on Fire Protection



In the interest of protecting the citizens of
Texas, the commission awards this certificate to

Gage P Noblitt

In recognition of completion of the requirements for

Basic Fire Investigator



Issued on 10/14/2022

Certificate Number - 196712

Date Printed: 10/14/2022

To verify the authenticity of this certificate, please visit <https://www.tcfp.texas.gov/verify>

Chairperson

Agency Chief

Texas Commission on Fire Protection



In the interest of protecting the citizens of
Texas, the commission awards this certificate to

Gage P Noblitt

In recognition of completion of the requirements for

Basic Arson Investigator



Issued on 10/25/2022

Certificate Number - 197004

Date Printed: 10/25/2022

To verify the authenticity of this certificate, please visit <https://www.tcfp.texas.gov/verify>

Chairperson

Agency Chief

City of Joshua
Municipal Court Council Report
From 10/1/2022 to 10/31/2022

11/1/2022 11:4

Item 3.

Violations by Type

Traffic	Penal	City Ordinance	Parking	Other	Total
143	0	6	0	20	169

Financial

State Fees	Court Costs	Fines	Tech Fund	Building Security	Total
\$8,350.09	\$4,673.58	\$9,981.26	\$425.17	\$518.75	\$23,948.85

Warrants

Issued	Served	Closed	Total
0	0	8	8

FTAs/VPTAs

FTAs	VPTAs	Total
0	0	0

Dispositions

Paid	Non-Cash Credit	Dismissed	Driver Safety	Deferred	Total
65	0	51	11	26	153

Trials & Hearings

Jury	Bench	Appeal	Total
0	0	0	0

Omni/Scofflaw/Collection

Omni	Scofflaw	Collections	Total
45	0	45	90

11/1/2022 10:21:58 AM

UTILITY BILLING

Council Report

Billing Period **10/1/2022 - 10/31/2022**

Utility Bills Disbursed	Count	Amount
Active	1898	\$33,860.32
First Bill	21	\$300.30
Final Bill	9	\$17.83
Backdated Move In Date	49	\$856.32
First Bill, Backdated Move In Date	2	\$40.84
Total	1979	\$35,075.61

Payments Received	Count	Amount
Cash	20	\$633.98
Check	442	\$9,344.35
CreditCard	654	\$19,663.33
AchDraft	92	\$1,789.45
MoneyOrder	2	\$35.68
Other	5	\$121.36
Total	1215	\$31,588.15

Service Orders Completed	Count
Total	0

Service Categories	Count	Amount
General	3956	\$2,949.17
Garbage/Recycling	3956	\$29,531.31
Total	0	\$32,480.48

Building Inspection Report

October 2022	2022	2021	YTD 2022	YTD 2021
Building	102	55	691	657
Electrical	57	39	438	467
Plumbing	63	22	365	365
Mechanical	27	15	147	196
Re-Inspections	35	5	293	67
Certificate of Occupancy	2	4	24	19
Certificate of Occupancy Re-Inspection	2	0	9	0
Total # of Inspections	288	140	1967	1771
Plan Review	12		147	

Building Permit Report

October 2022	2022	2021	YTD 2022	YTD 2021
Building	21	14	251	331
Electrical	30	8	190	161
Plumbing	10	4	142	148
Mechanical	4	2	78	113
Permanent Sign	1	0	14	11
Temporary Sign	0	1	15	16
Certificate of Occupancy	0	2	22	19
Swimming Pool	2	1	18	24
Sprinkler System	1	1	54	92
Solicitor	1	0	3	0
Contractor Registration	16	16	208	168
MHP Registration	0	0	1	0
Total # of Permits	86	49	996	1132

New Businesses Report October 2022

New Businesses (Certificate of Occupancy Issued)	Address
Future New Businesses (Applied for Certificate of Occupancy not completed)	Address
Kelly's Daiquiris & More	336 N. Broadway
Premier Commercial Collision	619 N. Broadway
New CO Issued for existing Business (New Owner, New Location, Name change,etc)	Address
Al's Crossroads	420 N. Broadway Street

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

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

Grounds Maintenance	City Park	Baseball Complex	City Facilities	Entry Way Signs	Activity	Total
Mowing	60	30	30	6	Mowing	126
Weed Eating, Edging, Blowing	30	20	10	10	Weed Eating, Edging, Blowing	70
Hedge & Tree Trimming			8		Hedge & Tree Trimming	8
Flower Beds/Landscaping					Flower Beds/Landscaping	
Fertilizing/Over Seeding					Fertilizing/Over Seeding	
Irrigation		15	12		Irrigation	27
Trash Removal	30		20		Trash Removal	50
Field Maintenance	Field One	Field Two	Field Three		Field Mowing	30
Mowing	10	10	10		Field Weed Eating	30
Weed Eating	10	10	10		Infield Edging	15
Infield Edging	5	5	5		Striping	24
Striping	8	8	8		Infield Draging	90
Infield Draging	30	30	30		Infield Repair	15
Infield Repair	5	5	5		Fertilizing/Over Seeding	20
Fertilizing/Over Seeding	20				Infield Watering	10
Infield Watering	10				Trash Removal	15
Trash Removal	5	5	5		Custodail Duties	91
Building Maintenance	City Park	Baseball Complex	City Facilities		General Repairs	
Custodail Duties	70	5	16		Toddler Playground	
General Repairs					Equipment Maintenance	
Toddler Playground					Special Events	96
Equipment Maintenance					Remodeling	35
Special Events			96		Total Man Hours	752
Remodeling			35			

Public Works Monthly Team Status Report

For The Month Of October 2022

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
Public Works Monthly Activity Report
For the Month of October 2022

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

Chart reflects one per daily occurrence

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

