



**AGENDA
CITY COUNCIL REGULAR MEETING
COUNCIL CHAMBERS
DECEMBER 21, 2023
6:30 PM**

The Joshua City Council will hold a Work Session at 6:30 pm. A Regular Meeting will be held immediately following the Work Session in the Council Chambers at Joshua City Hall, located at 101 S. Main St., Joshua, Texas, on December 21, 2023. This meeting is subject to the open meeting laws of the State of Texas.

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

Join Zoom Meeting:

<https://us02web.zoom.us/j/84072739366?pwd=Mk5uRzN6d3hTaCtmUFBqaHZQcUgxzd09>

Meeting ID: 84072739366 Passcode: 211367

A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

B. PLEDGE OF ALLEGIANCE

1. United States of America
2. Texas Flag

C. INVOCATION

D. WORK SESSION

1. Review and discuss questions related to the budget report and financial statement for November 2023.
(Staff Resource: M. Peacock)
2. Discuss the Enterprise Lease program and receive program updates.
3. Discussion regarding changing the speed limit from 30 mph to 20 mph on East 8th between 174 and Vetch.
4. Discussion on a possible May 4, 2024, Bond Election.
5. Discuss and receive updates regarding the following city board meetings:
 - Animal Services
 - Type A EDC
 - Type B EDC

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.

1. Proclamation recognizing the Kaleigh's Sleigh Toy Drive.

G. CONSENT AGENDA

- [1.](#) Discuss, consider, and possible action on the November 16, 2023, meeting minutes.
- [2.](#) Discuss, consider, and adopt a resolution to designate authorized signatories for the Texas Community Development Block Grant program.

H. REGULAR AGENDA

- [1.](#) Discuss, consider, and possible action on an ordinance repealing existing section 5.07, "Food Trucks," of Article 5, "Permitted Uses," of the zoning ordinance, found in Chapter 14, "Zoning," of the code of ordinances and adopting new food truck regulations by adding a new Article 1.10, "Food Trucks," to Chapter 1, "General Provisions," of the Code of Ordinances, providing for the regulation of food trucks.
- [2.](#) Discuss, consider, and possible action on adopting an Ordinance amending Articles 2.03.002 Rabies Vaccination, Article 2.03.003 Reports of Animal Bites to Humans, and Article 2.03.004 Quarantine.
- [3.](#) Discuss, consider, and possible action on a resolution authorizing participation in North Central Texas Council of Governments' North Texas Share Program.
- [4.](#) Discuss, consider, and possible action on a resolution adopting the purchasing policy.
- [5.](#) Discuss, consider, and possible action on approval of disbursement of \$200,000 toward professional services and construction of the Station 1-7-4 project.

I. STAFF REPORT

- Police Department
- Fire Department
- Municipal Court
- Public Works
- Development Services
- Animal Services
- City Secretary's Office

J. EXECUTIVE SESSION

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

1. In accordance with the Texas Government Code, Section 551.071; consultation with city attorney regarding possible litigation related to contractor services.

K. RECONVENE INTO EXECUTIVE SESSION

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

The City Council reserves the right to meet in Executive Session closed to the public at any time in the course of this meeting to discuss matters listed on the agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Chapter 551.071 for private consultation with the attorney for the City.

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

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

CERTIFICATE:

I hereby certify that the above agenda was posted on or before the December 15, 2023, by 12:00 pm on the official bulletin board at Joshua City Hall, 101 S. Main, Joshua, Texas.

Alice Holloway
City Secretary

City of Joshua
Financial Statement (General Fund, Departmental Summary, Unaudited)
As of November 30, 2023

% OF YEAR COMPLETED:16.66

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
REVENUE SUMMARY							
Non-Departmental							
Tax Revenue	328,007.83	139,374.81	(188,633.02)	473,756.15	4,858,307.00	9.75%	4,384,550.85
Charges for Services	20,056.08	19,030.46	(1,025.62)	39,382.16	228,453.00	17.24%	189,070.84
Licenses, Permits & Fees	15,508.03	63,923.65	48,415.62	40,013.30	814,600.00	4.91%	774,586.70
Fines & Forfeitures	21,765.87	17,365.00	(4,400.87)	42,366.85	207,500.00		165,133.15
Grants & Contributions	156.00	166.74	10.74	156.00	2,000.00	7.80%	1,844.00
Intergovernmental Revenues	16,250.00	93,287.96	77,037.96	32,500.00	1,114,645.00	2.92%	1,082,145.00
Investment Earnings	6,096.98	3,348.00	(2,748.98)	14,218.24	40,000.00	35.55%	25,781.76
Miscellaneous	6,615.44	4,185.00	(2,430.44)	8,199.24	50,000.00	16.40%	41,800.76
Transfers In	0.00	210,143.62	210,143.62	0.00	973,955.00	0.00%	973,955.00
TOTAL REVENUES	414,456.23	550,825.24	136,369.01	650,591.94	8,289,460.00	7.85%	7,638,868.06
EXPENDITURE SUMMARY							
Community Service							
Miscellaneous	10,833.45	3,122.01	(7,711.44)	16,394.02	61,603.00	26.61%	45,208.98
Special Events	0.00	0.00	0.00	0.00	35,000.00	0.00%	35,000.00
Supplies	0.00	416.63	416.63	251.29	5,000.00	5.03%	4,748.71
Utilities	4,734.63	4,770.90	36.27	4,759.74	57,000.00	8.35%	52,240.26
TOTAL Community Service	15,568.08	8,309.54	(7,258.54)	21,405.05	158,603.00	13.50%	137,197.95
Non-departmental							
Contract & Professional Services	3,091.00	18,312.25	15,221.25	19,988.67	132,135.00	15.13%	112,146.33
Debt Service	0.00	0.00	0.00	0.00	4,000.00	0.00%	4,000.00
Miscellaneous	4,022.11	15,851.74	11,829.63	35,927.92	288,424.00	12.46%	252,496.08
Personnel	0.00	0.00	0.00	2,139.00	3,000.00	71.30%	861.00
Special Events	5,762.91	2,916.63	(2,846.28)	8,108.22	35,000.00	23.17%	26,891.78
Transfers Out	0.00	5,859.00	5,859.00	0.00	70,000.00	0.00%	70,000.00
TOTAL Non-departmental	12,876.02	42,939.62	30,063.60	66,163.81	532,559.00	12.42%	466,395.19

City of Joshua
Financial Statement (General Fund, Departmental Summary, Unaudited)
As of November 30, 2023

% OF YEAR COMPLETED: 16.66

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Mayor & Council							
Contract & Professional Services	21,952.39	4,214.62	(17,737.77)	22,432.39	50,520.00	44.40%	28,087.61
Miscellaneous	204.86	1,171.47	966.61	512.86	14,000.00	3.66%	13,487.14
Personnel	23,178.99	16,476.04	(6,702.95)	33,230.83	204,047.00	16.29%	170,816.17
Supplies	126.78	2,577.96	2,451.18	234.78	30,800.00	0.76%	30,565.22
TOTAL Mayor & Council	45,463.02	24,440.09	(21,022.93)	56,410.86	299,367.00	18.84%	242,956.14
Administration							
Contract & Professional Services	445.57	617.75	172.18	1,851.14	27,380.00	6.76%	25,528.86
Miscellaneous	0.00	125.55	125.55	0.00	1,500.00	0.00%	1,500.00
Personnel	67,116.89	41,171.29	(25,945.60)	90,608.45	538,519.00	16.83%	447,910.55
Repair & Maintenance	1,889.93	1,422.90	(467.03)	3,016.42	17,000.00	17.74%	13,983.58
Supplies	670.99	878.85	207.86	1,119.95	10,500.00	10.67%	9,380.05
Utilities	1,938.75	2,306.63	367.88	2,328.70	27,570.00	8.45%	25,241.30
TOTAL Administration	72,062.13	46,522.97	(25,539.16)	98,924.66	622,469.00	15.89%	523,544.34
Police Department							
Capital Outlay	4,782.70	5,729.62	946.92	4,782.70	77,755.00	6.15%	72,972.30
Contract & Professional Services	54,918.97	1,706.15	(53,212.82)	71,371.34	173,410.00	41.16%	102,038.66
Debt Service	23,811.32	11,749.47	(12,061.85)	31,222.55	140,375.00	22.24%	109,152.45
Miscellaneous	0.00	125.33	125.33	0.00	1,500.00	0.00%	1,500.00
Personnel	193,649.72	135,323.85	(58,325.87)	268,785.21	1,808,860.00	14.86%	1,540,074.79
Repair & Maintenance	4,668.81	6,863.40	2,194.59	5,577.31	82,000.00	6.80%	76,422.69
Supplies	2,978.02	4,321.73	1,343.71	3,401.59	51,650.00	6.59%	48,248.41
Utilities	1,324.09	2,259.90	935.81	1,400.47	27,000.00	5.19%	25,599.53
TOTAL Police Department	286,133.63	168,079.45	(118,054.18)	386,541.17	2,362,550.00	16.36%	1,976,008.83

City of Joshua
Financial Statement (General Fund, Departmental Summary, Unaudited)
As of November 30, 2023

% OF YEAR COMPLETED: 16.66

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Public Works							
Capital Outlay	0.00	2,678.40	2,678.40	0.00	128,054.00	0.00%	128,054.00
Contract & Professional Services	71.55	1,766.18	1,694.63	623.10	21,100.00	2.95%	20,476.90
Debt Service	2,169.37	2,507.50	338.13	4,320.54	29,958.00	14.42%	25,637.46
Micellaneous	0.00	833.37	833.37	0.00	10,000.00	0.00%	10,000.00
Personnell	40,671.07	31,812.35	(8,858.72)	61,341.91	429,402.00	14.29%	368,060.09
Repair & Maintenance	13,278.67	7,599.74	(5,678.93)	13,724.60	90,800.00	15.12%	77,075.40
Supplies	23,835.06	18,079.20	(5,755.86)	33,848.56	216,000.00	15.67%	182,151.44
Utilities	278.90	644.49	365.59	278.90	7,700.00	3.62%	7,421.10
TOTAL Public Works	80,304.62	65,921.23	(14,383.39)	114,137.61	933,014.00	12.23%	818,876.39
Municipal Court							
Contract & Professional Services	2,576.44	2,931.24	354.80	2,892.88	35,020.00	8.26%	32,127.12
Miscellaneous	69.94	83.70	13.76	69.94	1,000.00	6.99%	930.06
Personnel	13,053.61	5,950.44	(7,103.17)	16,113.21	79,854.00	20.18%	63,740.79
Repair & Maintenance	0.00	0.00	0.00	349.99	0.00	#DIV/0!	(349.99)
Supplies	899.96	154.90	(745.06)	899.96	1,850.00	48.65%	950.04
TOTAL Municipal Court	16,599.95	9,120.28	(7,479.67)	20,325.98	117,724.00	17.27%	97,398.02
Development Services							
Contract & Professional Services	2,652.39	8,084.66	5,432.27	7,946.02	96,722.00	8.22%	88,775.98
Debt Service	666.76	669.72	2.96	1,333.52	8,001.00	16.67%	6,667.48
Personnel	29,185.19	20,036.91	(9,148.28)	41,617.07	259,968.00	16.01%	218,350.93
Repair & Maintenance	132.02	1,029.51	897.49	132.02	12,300.00	1.07%	12,167.98
Supplies	2,985.07	1,071.36	(1,913.71)	3,000.65	12,800.00	23.44%	9,799.35
Utilities	126.14	443.05	316.91	126.14	5,310.00	2.38%	5,183.86
TOTAL Development Services	35,747.57	31,335.21	(4,412.36)	54,155.42	395,101.00	13.71%	340,945.58

City of Joshua
Financial Statement (General Fund, Departmental Summary, Unaudited)
As of November 30, 2023

% OF YEAR COMPLETED: 16.66

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Animal Services							
Contract & Professional Services	1,241.46	1,218.76	(22.70)	2,100.84	14,560.00	14.43%	12,459.16
Debt Service	1,227.07	1,232.51	5.44	2,454.14	14,725.00	16.67%	12,270.86
Personnel	22,410.09	15,988.54	(6,421.55)	31,054.34	212,830.00	14.59%	181,775.66
Repair & Maintenance	1,881.22	4,972.65	3,091.43	2,184.29	59,410.00	3.68%	57,225.71
Supplies	1,541.66	3,857.71	2,316.05	3,831.09	46,102.00	8.31%	42,270.91
Utilities	1,228.72	1,384.42	155.70	1,228.72	16,540.00	7.43%	15,311.28
TOTAL Animal Control	29,530.22	28,654.59	(875.63)	42,853.42	364,167.00	11.77%	321,313.58
Fire Department							
Capital Outlay	0.00	6,112.26	6,112.26	0.00	73,249.00	0.00%	73,249.00
Contract & Professional Services	3,235.94	3,425.07	189.13	9,807.89	40,920.00	23.97%	31,112.11
Debt Service	1,655.96	1,584.17	(71.79)	1,551.92	18,926.00	8.20%	17,374.08
Miscellaneous	47.42	1,441.38	1,393.96	10,194.23	17,220.00	59.20%	7,025.77
Personnel	99,885.94	68,977.96	(30,907.98)	142,717.94	916,474.00	15.57%	773,756.06
Repair & Maintenance	6,951.90	7,802.58	850.68	7,691.25	93,220.00	8.25%	85,528.75
Supplies	614.70	9,859.64	9,244.94	686.51	117,844.00	0.58%	117,157.49
Utilities	3,390.97	2,628.18	(762.79)	3,643.43	31,400.00	11.60%	27,756.57
TOTAL Fire Department	115,782.83	101,831.24	(13,951.59)	176,293.17	1,309,253.00	13.47%	1,132,959.83
Parks & Recreation							
Capital Outlay	25,513.99	2,469.15	(23,044.84)	25,513.99	29,500.00	86.49%	3,986.01
Contract & Professional Services	1,181.33	160.77	(1,020.56)	1,732.88	1,920.00	90.25%	187.12
Debt Service	1,411.43	1,682.37	270.94	2,833.86	20,100.00	14.10%	17,266.14
Personnel	24,355.26	24,687.67	332.41	28,951.55	294,969.00	9.82%	266,017.45
Repair & Maintenance	7,515.20	1,652.58	(5,862.62)	7,554.20	19,750.00	38.25%	12,195.80
Supplies	7,776.10	1,464.53	(6,311.57)	8,266.13	17,500.00	47.24%	9,233.87
Utilities	4,319.59	580.14	(3,739.45)	4,319.59	76,930.00	5.61%	72,610.41
TOTAL Park Maintenance	72,072.90	32,697.21	(39,375.69)	79,172.20	460,669.00	17.19%	381,496.80

City of Joshua
Financial Statement (General Fund, Departmental Summary, Unaudited)
As of November 30, 2023

% OF YEAR COMPLETED: 16.66

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Fire Marshal							
Capital Outlay	0.00	1416.63	1,416.63	0.00	17000		17,000.00
Debt Service	0.00	833.37	833.37	0.00	10,000.00		10,000.00
Miscellaneous	0.00	41.63	41.63	0.00	500.00	0.00%	500.00
Personnel	9,417.57	7,791.16	(1,626.41)	14,268.73	93,090.00	15.33%	78,821.27
Supplies	0.00	796.62	796.62	0.00	9,500.00	0.00%	9,500.00
Utilities	0.00	83.70	83.70	0.00	1,000.00	0.00%	1,000.00
TOTAL Fire Marshal	9,417.57	10,963.11	1,545.54	14,268.73	131,090.00	10.88%	116,821.27
Human Resources							
Contract & Professional Services	945.12	1,719.75	774.63	1,266.62	20,637.00	6.14%	19,370.38
Miscellaneous	0.00	83.26	83.26	0.00	1,000.00	0.00%	1,000.00
Personnel	14,236.39	10,850.85	(3,385.54)	18,528.50	130,208.00	14.23%	111,679.50
Repair & Maintenance	0.00	41.63	41.63	0.00	500.00	0.00%	500.00
Supplies	0.00	195.87	195.87	0.00	2,350.00	0.00%	2,350.00
Utilities	0.00	40.00	40.00	0.00	480.00	0.00%	480.00
TOTAL Human Resources	15,181.51	12,931.36	(2,250.15)	19,795.12	155,175.00	12.76%	135,379.88
Finance							
Contract & Professional Services	0.00	3,811.87	3,811.87	12,968.80	45,742.00	28.35%	32,773.20
Miscellaneous	212.89	41.63	(171.26)	402.64	500.00	80.53%	97.36
Personnel	41,027.11	26,707.89	(14,319.22)	54,326.10	320,496.00	16.95%	266,169.90
Repair & Maintenance	0.00	41.63	41.63	0.00	500.00	0.00%	500.00
Supplies	55.96	675.00	619.04	55.96	8,100.00	0.69%	8,044.04
TOTAL Finance	41,295.96	31,278.02	(10,017.94)	67,753.50	375,338.00	18.05%	307,584.50
TOTAL EXPENDITURES	848,036.01	615,023.92	(233,012.09)	1,218,200.70	8,217,079.00	14.83%	6,998,878.30
TOTAL REVENUES OVER/UNDER EXPENDITURES	(433,579.78)	(64,198.68)	369,381.10	(567,608.76)	72,381.00		639,989.76



**City Council Agenda
December 21, 2023**

Minutes Resolution

Discussion Item

Agenda Description:

Discuss the Enterprise Lease program and receive program updates.

Background Information:

The City of Joshua entered into the leasing program in December of 2021. This leasing program has enabled the City to keep newer vehicles, reduce maintenance and fuel costs, and increase the safety of its employees. Additionally, in this current volatile vehicle market, the city has been able to acquire vehicles whereas many other cities have struggled to maintain and acquire their fleets.

Financial Information:

See the attached presentation.

City Contact and Recommendations:

No recommendations at this time.

Attachments:

- Enterprise Year Over Year Review FY 22-23

Presented By
SELINA N. KIRK

CITY OF JOSHUA

City of Joshua FY23 ACR

YEAR OVER YEAR REVIEW

CURRENT PERIOD October 2022 to September 2023
PRIOR PERIOD October 2021 to September 2022

This annual client review is the property of Enterprise Fleet Management and the material contained herein is intended solely for use by Enterprise Fleet Management and the client listed herein. The information contained herein is confidential and proprietary and may not be distributed or disseminated.



City of Joshua

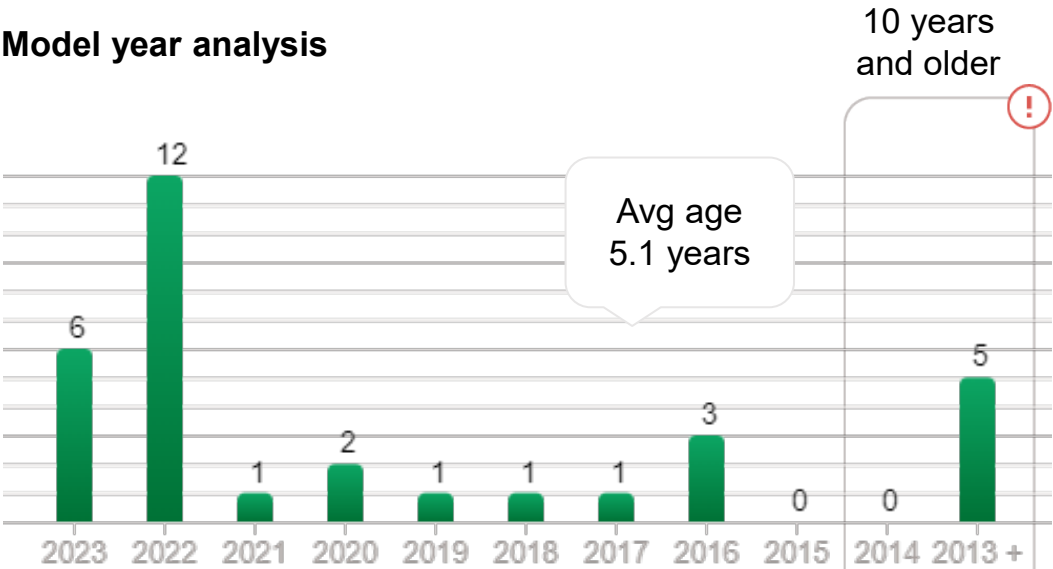
Fleet Profile

Total fleet size: **32**
Total fleet value: **\$747,044**

Manufacturer breakdown



Model year analysis

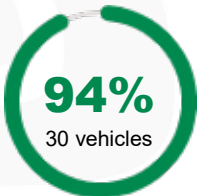


Avg holding Period (in years)
7.3

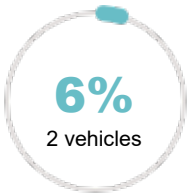
Avg annual acquisitions
4.4

Odometer distribution

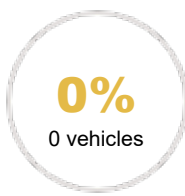
Average Odometer: 8,134



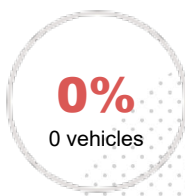
<50k MI



50k-100k MI



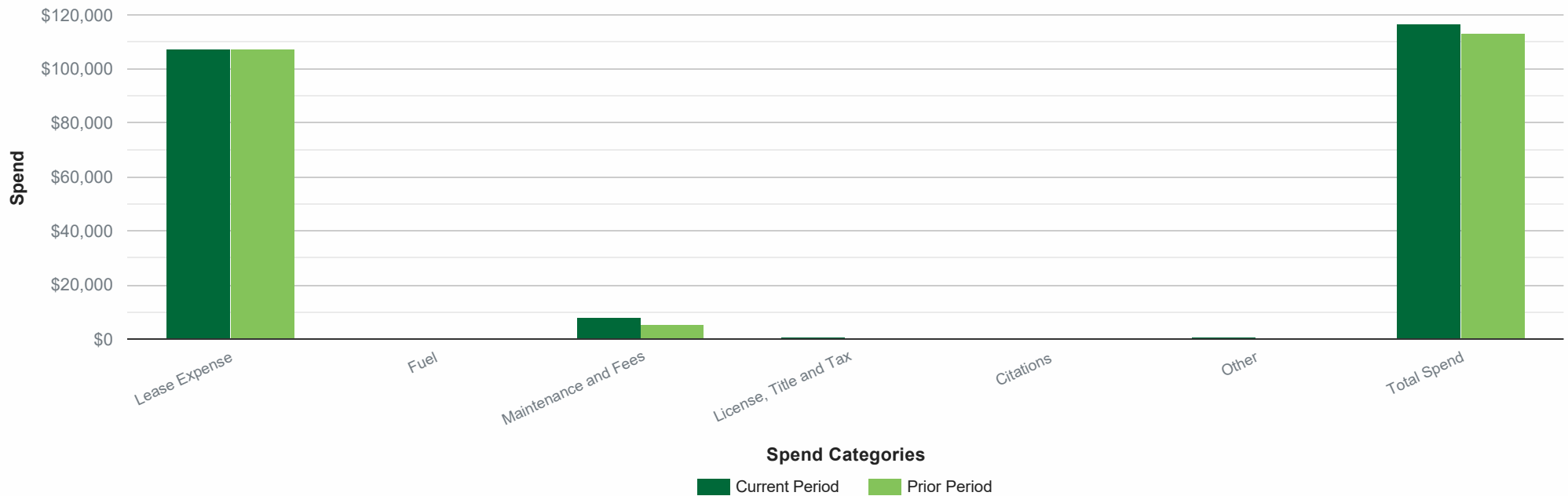
100k-150k MI



>150k MI

» SPEND OVERVIEW

Item 2.



Spend Category	Current Period	Fleet Average	Cost/Unit	Prior Period	Fleet Average	Cost/Unit	% Change
Lease Expense	\$107,245	19	\$474.53	\$107,321	8	\$1,095.11	0.07% ↓
Fuel	\$0	0	\$0.00	\$0	0	\$0.00	-
Maintenance and Fees	\$7,693	27	\$23.53	\$5,324	22	\$20.09	44.51% ↑
License, Title and Tax	\$553	2	\$1.35	\$341	2	\$0.76	62.29% ↑
Citations	\$68	1	\$0.17	\$4	0	\$0.01	1,631.79% ↑
Other	\$725	-	-	\$0	-	-	-
Total Spend	\$116,284	-	\$284.31	\$112,990	-	\$253.34	2.92% ↑

*Expenses tie to the date of the activity to the invoice.

**Invoice credits for the sale of vehicles are reflected in this information.

- FY23 original lease expense estimate was \$185k verse actual of \$107k!
- Maintenance estimate was \$26k verse \$7,600
- Total resale gains in FY23 \$93,065.88
- Added 11 new units to the fleet in 2023



» VEHICLE RESALE OVERVIEW - OPEN END (EQUITY) LEASES

Item 2.

	Current Period	Prior Period	% Change
Number of Vehicles Sold	4	0	-
Average Months in Service	12.0	0.0	-
Average Ending Odometer	18,177	0	-
Average Days to Sell	36.25	0.00	-
Average Sale Price	\$40,687.50	\$0.00	-
Total Gain/Loss	\$69,560.36	\$0.00	-
Average Gain/Loss	\$17,390.09	\$0.00	-
% of Industry Benchmark	105.65%	0.00%	-
Average Condition Impact	\$366.50	\$0.00	-
Average Transport/Misc	\$221.75	\$0.00	-
Average Maintenance Overmileage	\$68.75	\$0.00	-

Customer Directed and Total Loss units are not included.

- An additional 2 COVs sold



» SUMMARY AND RECOMMENDATIONS

Item 2.

Summary

- Overall fleet expense is less than the original plan, City of Joshua was able to add 11 new units to the fleet in FY23.
- The fleet is running more efficiently with less downtime due to newer vehicles

Recommendations

- Continue to cycle old units as their replacement arrive to ensure funds are flowing back into the fleet
- Reminder- leased units should go in for maintenance either every 6 months or 6,500 miles
- Fuel Program- continue reviewing, having fuel data will help give us a full picture of the overall fleet expense



Default Report Title
Use Preferences to Define Titles

Speed Enforcement Evaluator

Location

8th st

Total Percentage of Enforceable Violations

Closest Cross Street

Veatch st

Posted Speed Limit 20 MPH
Enforcement Tolerance 5 MPH
Enforcement Limit Greater than 25 MPH

Analysis Dates

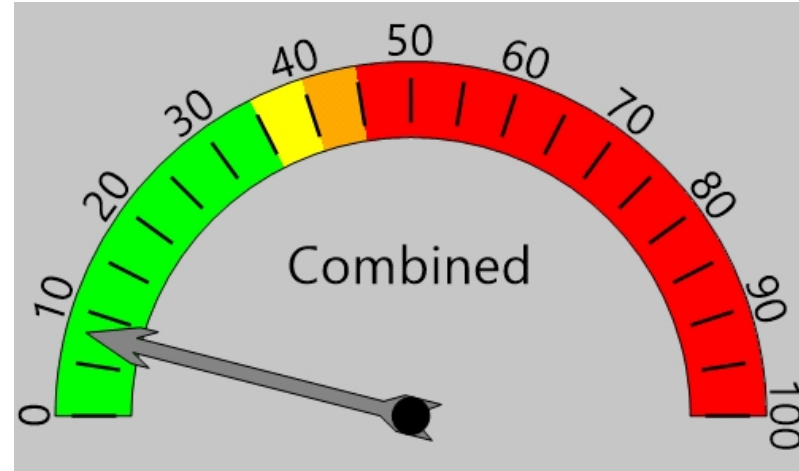
Start: 10/31/2023

End: 11/7/2023

Equipment Used

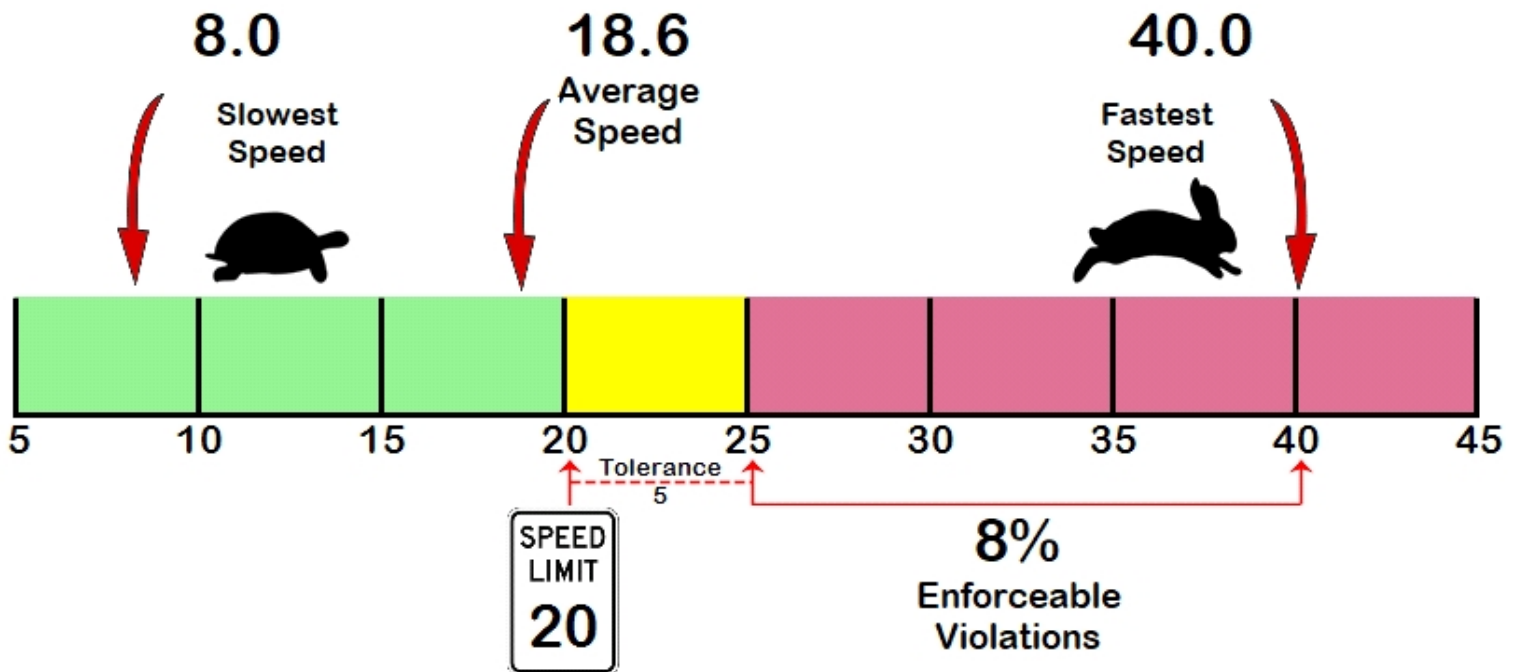
Traffic Counter

Requested By



Percent Speeding: 8%

Rating: Low



Default Report Title

Use Preferences to Define Titles

Vehicle Totals - Combined

[illegible]

85th
Percentile:
23.9

Vehicle Totals - Unknown, 1

[illegible]

85th
Percentile:
19.9

Vehicle Totals - Unknown. 2

[illegible]

85th
Percentile:
23.9

Default Report Title
Use Preferences to Define Titles

Speed Enforcement Evaluator

Location

Bentley School Zone Sign

Total Percentage of Enforceable Violations

Closest Cross Street

Mcmillian St

School Speed Limit	20 MPH
School Zone Tolerance	5 MPH
Enforcement Limit	Greater than 25 MPH

GPS

Latitude: 0.000000
Longitude: 0.000000

Analysis Dates

Start: 9/13/2023
End: 9/18/2023
School Zone, Weekdays Only

Equipment Used

Radar Recorder

Installed By

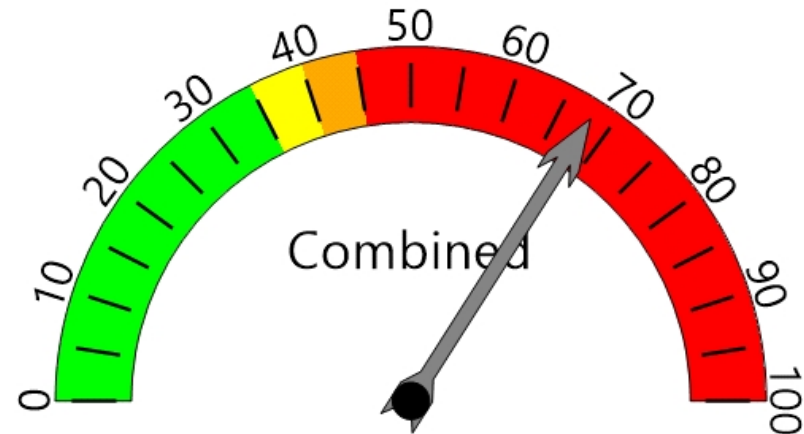
Kristin H

Requested By

Resident

School Zone Average Volume

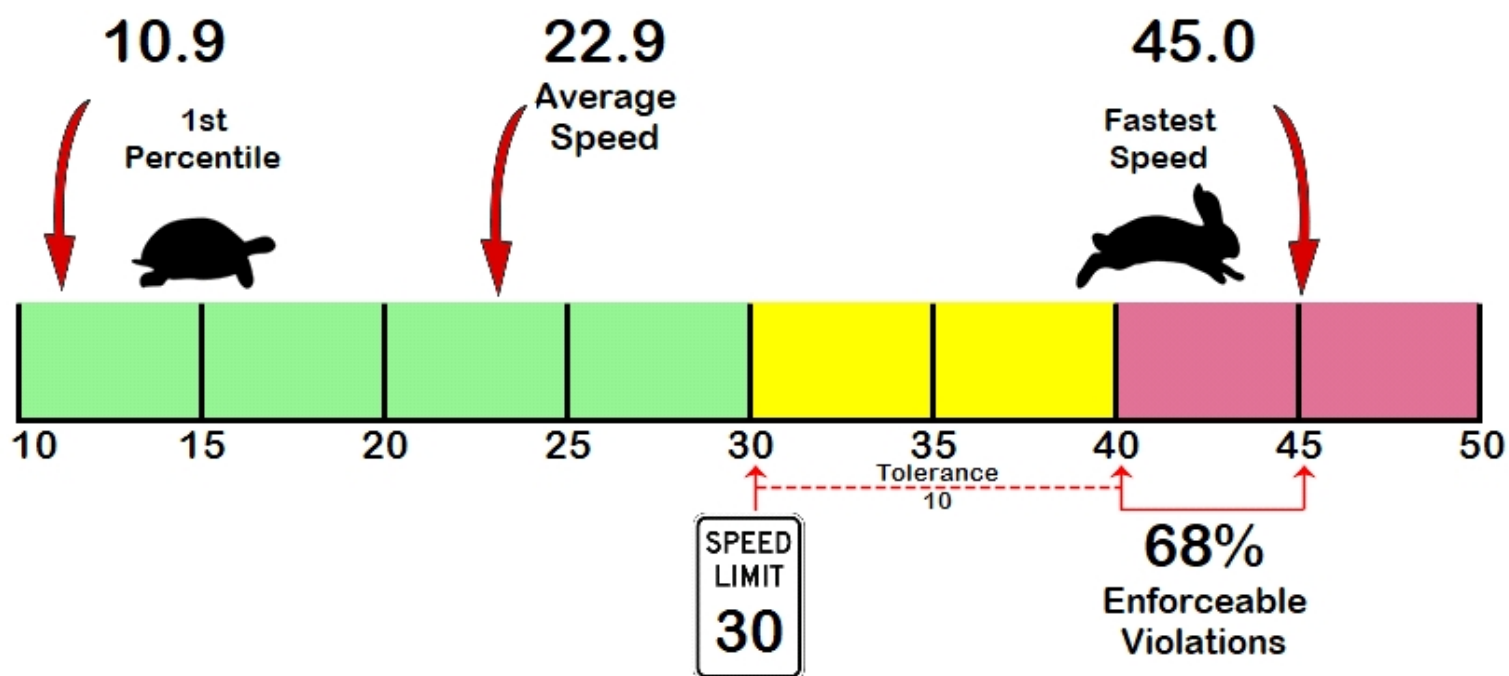
Not Calculated



Percent Speeding: 68%

Rating: Severe

Default Report Title
Use Preferences to Define Titles



Default Report Title

Use Preferences to Define Titles

Vehicle Totals - Combined

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85th
Percentile:
26.9

Vehicle Totals - Unknown, 1

[illegible]

85th
Percentile:
26.9

Vehicle Totals - Unknown, 2

[illegible]

85th
Percentile:
25.9

Default Report Title
Use Preferences to Define Titles

Speed Enforcement Evaluator

Location

bentley

Total Percentage of Enforceable Violations

Closest Cross Street

McMillian

School Speed Limit 20 MPH
School Zone Tolerance 5 MPH
Enforcement Limit Greater than 25 MPH

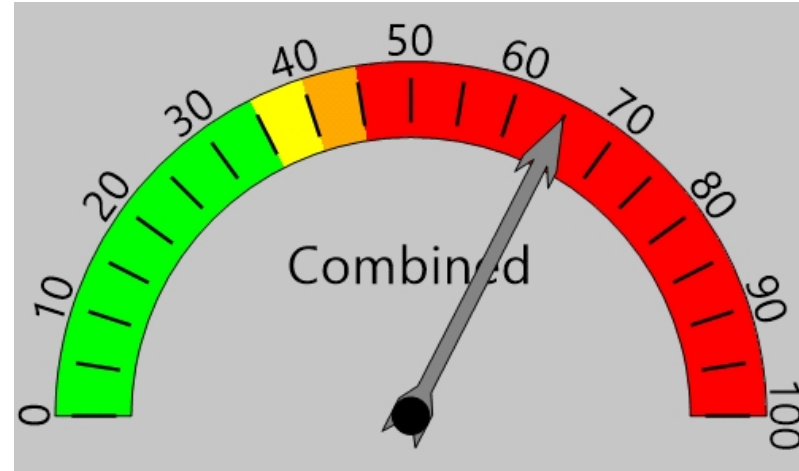
Analysis Dates

Start: 11/27/2023
End: 12/4/2023
School Zone, Weekdays Only

Equipment Used

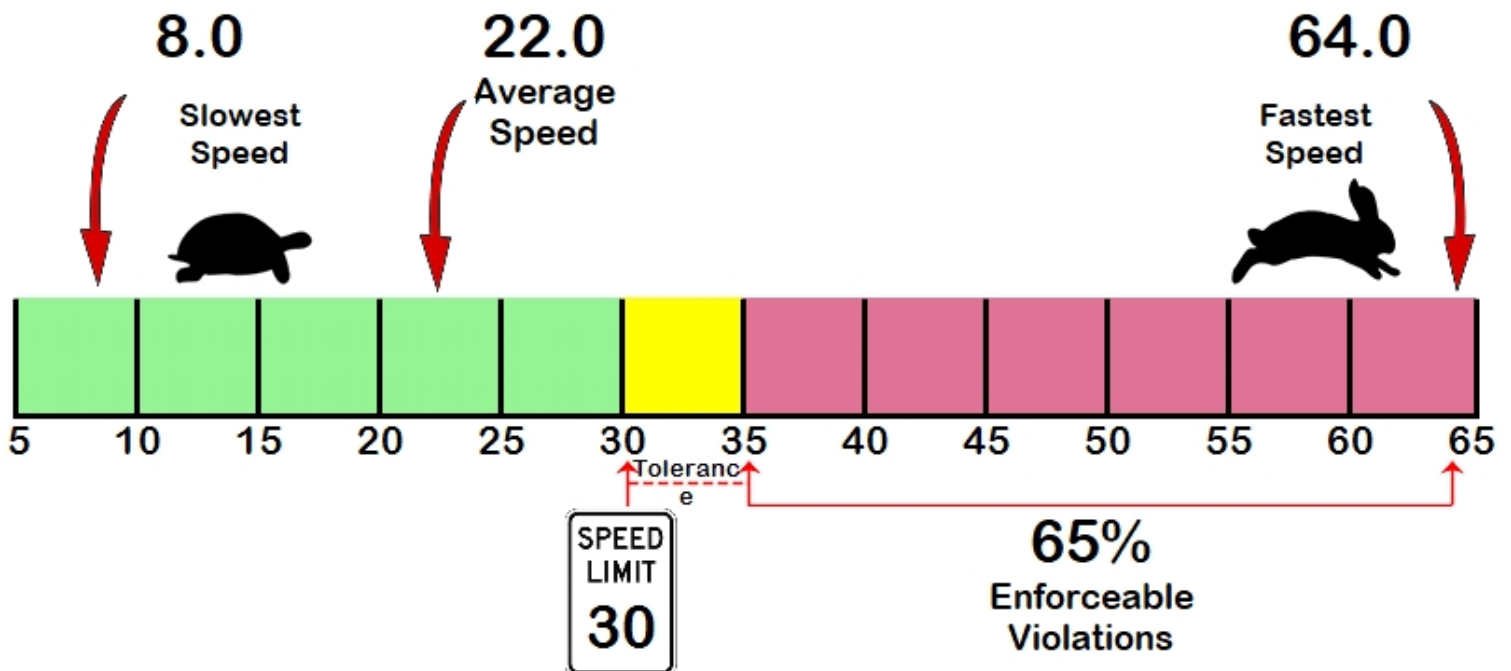
Traffic counter

Requested By



Percent Speeding: 65%

Rating: Severe



Default Report Title

Use Preferences to Define Titles

Vehicle Totals - Combined

[illegible]

85th
Percentile:
25.9

Vehicle Totals - Unknown, 1

[illegible]

85th
Percentile:
25.9

Vehicle Totals - Unknown. 2

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85th
Percentile:
25.9

Default Report Title
Use Preferences to Define Titles

Speed Enforcement Evaluator

Location

218 8th

Total Percentage of Enforceable Violations

Closest Cross Street

Broadway

Posted Speed Limit 30 MPH
Enforcement Tolerance 5 MPH
Enforcement Limit Greater than 35 MPH

Analysis Dates

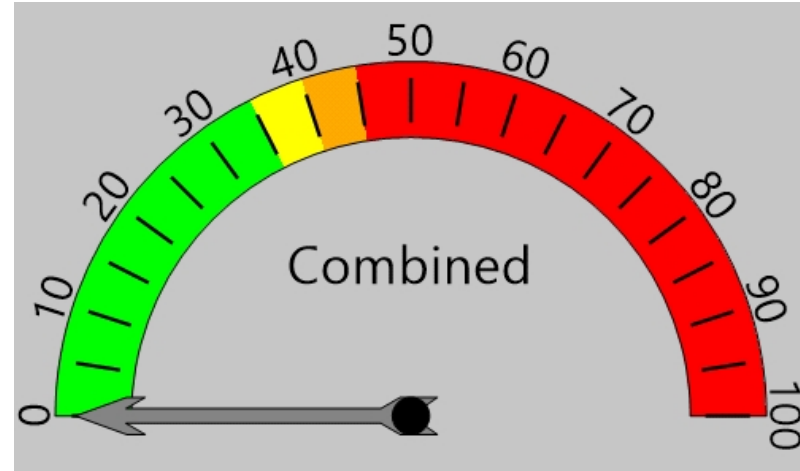
Start: 10/9/2023
End: 10/16/2023

Equipment Used

Installed By

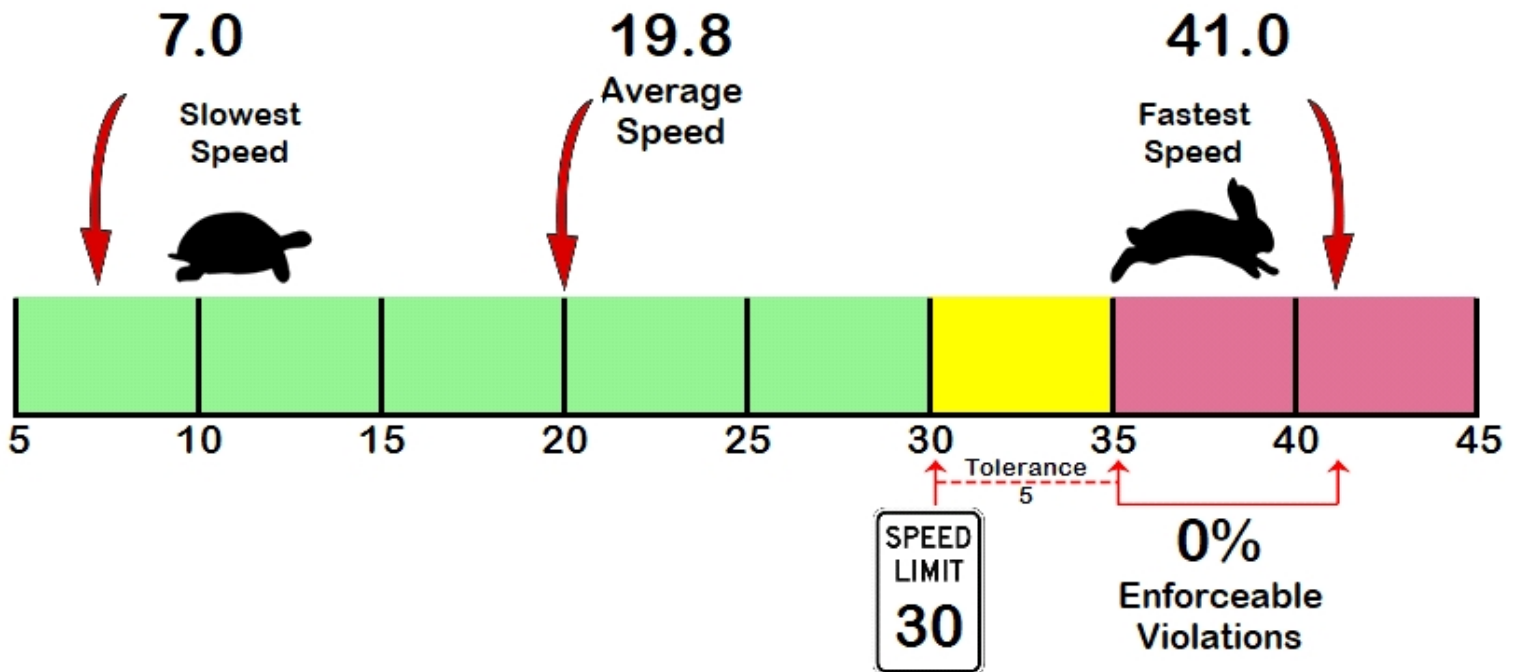
Richard Butterbaugh

Requested By



Percent Speeding: 0%

Rating: Low



Default Report Title

Use Preferences to Define Titles

Vehicle Totals - Combined

[illegible]

85th
Percentile:
25.9

Vehicle Totals - Unknown, 1

[illegible]

85th
Percentile:
20.9

Vehicle Totals - Unknown, 2

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85th
Percentile:
25.9



Agenda Item:	Ordinance	(Action Item)
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24



**MINUTES
ANIMAL CONTROL ADVISORY BOARD
COUNCIL CHAMBERS
DECEMBER 04, 2023
6:30 PM**

The Joshua Animal Control Advisory Board will hold a Special Meeting on December 04, 2023, at 6:30 pm in the Council Chambers in Joshua City Hall, located at 101 S. Main, Joshua, Texas. This meeting is open to the public and subject to the Open Meeting Laws of the State of Texas.

Join Zoom Meeting:

A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

Mike Kidd announced a quorum and called the meeting to order at 6:30 pm.

B. REGULAR AGENDA

1. Discuss, consider, and possible action on the meeting minutes of October 09, 2023.

City Secretary Holloway stated the minutes were accidentally not uploaded into the packet. This item was tabled until the next meeting.

2. Discuss, consider, and possible action on a recommendation to amend Chapter 2, Animal Control, Article 2.03 Rabies and Zoonosis Control, incorporating recitals, savings clauses, and setting an effective date.

Kelley Gelsthorpe stated that the quarantine process, rabies tags, and animal bites were updated as previously discussed.

The board asked staff to make the changes and bring it back to board to see complete revisions.

3. Discuss, consider, and possible action on adopting revised Ordinance Articles 2.03.002 Rabies Vaccination, Article 2.03.003 Reports of Animal Bites to Humans, and Article 2.03.004 Quarantine.

Motion made by Seat 4 Weldon to recommend the proposed changes. Seconded by Seat 1 Stewart.
Voting Yea: Seat 1 Stewart, Seat 2 Kidd, Seat 3 Runnels, Seat 4 Weldon, Seat 5-Staff Gelsthorpe

4. Discuss and consider revisions to Chapter 2.01.007 Tethering of dogs and other animals.

Kelley, we are adding information from the new state law regarding the differentiation of tethering. This is to keep the ordinance current with state law. No action. Staff are for asking direction.

5. Discuss and consider a new ordinance for the Feeding of Animals.

Kelley Gelsthorpe stated that the staff is asking for direction from the board. In addition, she stated that there are limitations, but wanted to add policy to discourage ferals.

The following recommendations were made:

Start educating citizens regarding feral cats.

Place educational materials in the City Newsletter.

In the upcoming budget, ask for a budget item for a feral cat program.

No action taken.

C. FUTURE AGENDA ITEMS/REQUESTS BY BOARD MEMBERS TO BE PLACED ON THE NEXT AGENDA

Board members shall not make routine inquiries about operations or project status on an item that is not posted. However, any board member may state an issue and request that this issue be placed on a future agenda.

NA

D. ADJOURNMENT

Mike Kidd adjourned the meeting at 6:57.



MINUTES
TYPE A ECONOMIC DEVELOPMENT CORPORATION BOARD
COUNCIL CHAMBERS
DECEMBER 11, 2023
6:00 PM

The Joshua Type A Economic Development Corporation will hold a Regular Meeting in the City Hall Council Chambers, located at 101 S. Main St., Joshua, Texas, on December 11, 2023. This meeting is subject to the open meeting laws of the State of Texas.

Individuals may attend the Joshua Type A EDC meeting in person or access the meeting via videoconference or telephone conference call.

Join Zoom Meeting:

A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

Director Anderson announced a quorum and called the meeting to order at 6:00 pm.

B. CITIZENS FORUM

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

NA

C. REGULAR AGENDA

1. Discuss, consider, and possible action on the appointment of the following positions for a one-year term:

- President
- Vice President
- Secretary
- Treasurer

Director Waldrip moved to appoint Shelly Anderson as President. Director Walden seconded the motion. The motion passed unanimously.

Director Walden moved to appoint Linda Childers as Vice President. Director Anderson seconded the motion. The motion passed unanimously.

Director Walden moved to appoint Johnny Waldrip as Secretary. Director Childers seconded the motion. The motion passed unanimously.

Director Waldren moved to appoint Josh Burns as Treasurer. Director Keating seconded the motion. The motion passed unanimously.

2. Discuss, consider, and possible action on the October 09, 2023, meeting minutes.

Motion made by Director Waldrip to approve the minutes as presented. Seconded by Alternate 1 Keating.

Voting Yea: President Anderson, Director Waldrip, Director Childers, Alternate 1 Keating, Alternate 2 Walden

3. Review and discuss questions related to the budget report and financial statement for November 2023. (Staff Resource: M. Peacock)

City Manager Peacock stated that tax revenue is up. In addition, he stated that there are no large expenditure in the report.

4. Discuss, consider, and possible action on the business plan and funding for Station 1-7-4.

Director Keating asked if this project was going to be run as a non-profit. Ms. Martin answered yes.

Director Keating asked if we would be leasing it. Ms. Martin answered yes. In addition, she stated that the plan is to sell the project to a developer.

Director Keating asked what the lease expectations are. Ms. Martin stated that it might be 3-day weekends, with possibly monthly leases.

Director Keating stated that if the EDC Type A puts the money behind it, the biggest concern is the liability. Ms. Martin stated that she has been in discussion with several investors.

Director Walden asked what the basic startup cost was. Ms. Martin answered 2.5 million.

Director Keating stated that the start-up cost needs to be budgeted. Ms. Martin stated that the bids will be provided as soon as they are available.

Director Keating asked how many units there would be. Ms. Martin answered 10.

Director Jones asked if this is part of Phase 1. Ms. Martin stated that this is all of it.

Director Anderson asked Ms. Martin what she was looking for tonight from the corporation. Ms. Martin answered with a lump sum of funds in the amount of \$200,000.

Director Jones asked if they would have the numbers in January. Ms. Martin answered -probably not. In addition, she stated that she is hoping to have material costs in February.

Ms. Martin stated that the original cost was 3 million, but she insisted the cost be below 2.5 million.

Director Jones asked if the staff would be managing the project. Ms. Martin stated it would be her, but she was having a conversation with the chamber.

Director Waldrip asked where the funding would be coming from in the budget. City Manager Peacock answered the reserves.

A motion was made by Director Waldrip to approve additional funding up to \$200,000 for architectural design. Seconded by Director Childers.

Voting Yea: President Anderson, Director Waldrip, Director Childers, Alternate 1 Keating, Alternate 2 Walden

D. MONTHLY REPORT-NOVEMBER

1. Economic Development

EDC Director Martin gave the following update:

Taco Bell- The site plan will be ready in 60 days, and the demo of the building will be in January.

Whataburger- They have finalized their site plan, but it has not been filed with the city yet.

E. FUTURE AGENDA ITEMS/REQUESTS BY DIRECTORS TO BE ON THE NEXT AGENDA

(Members shall not comment upon, deliberate, or discuss any item that is not on the agenda. Members shall not make routine inquiries about operations or project status on an item that is not posted. However, any Members may state an issue and a request that this issue is placed on a future agenda.)

NA

F. ADJOURN

Director Anderson adjourned the meeting at 6:40 pm



MINUTES
TYPE B ECONOMIC DEVELOPMENT CORPORATION & PARKS BOARD
COUNCIL CHAMBERS
DECEMBER 11, 2023
7:15 PM

The Joshua Type B Economic Development Corporation & Parks Board will hold a Regular Meeting in the City Hall Council Chambers, located at 101 S. Main St., Joshua, Texas, on December 11, 2023. This meeting is subject to the open meeting laws of the State of Texas.

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

Join Zoom Meeting:

<https://us02web.zoom.us/j/88665798906?pwd=OGh1Y2FXUkpzSDJuOTZVRzdraGY5dz09>

A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

Director Dees announced a quorum and called the meeting to order at 7:15 pm.

B. CITIZENS FORUM

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

NA

C. REGULAR AGENDA

1. Review and discuss questions related to the budget report and financial statement for November 2023. (Staff Resource: M. Peacock)

City Manager Peacock presented the monthly finances. Mr. Peacock stated that there were no major changes.

2. Discuss, consider, and possible action on meeting minutes of November 13, 2023. (Staff Resource: A. Holloway)

Motion made by Director Walden to approve the November 13, 2023 Minutes. Seconded by Director Henderson.

Voting Yea: President Dees, Director Walden, Director Breitenstein, Director Carter, Director Henderson, Alternate 1 Watts

3. Discuss, consider, and possible action on the purchase of approximately 10 acres located at 799 County Road 909. The property has a pond and several acres of flood plain.

Motion made by Director Breitenstein to allow broker to negotiate price of \$175,000 with the maximum price of \$225,000. Seconded by Director Walden. Item 5.
Voting Yea: President Dees, Director Walden, Director Breitenstein, Director Carter, Director Henderson, Alternate 1 Watts

D. FUTURE AGENDA ITEMS/REQUESTS BY DIRECTORS TO BE ON THE NEXT AGENDA

(Members shall not comment upon, deliberate, or discuss any item that is not on the agenda. Members shall not make routine inquiries about operations or project status on an item that is not posted. However, any Members may state an issue and a request that this issue is placed on a future agenda.)

- Meeting Time
- Officer Positions
- Pickle Ball

E. Adjourn

Director Dees adjourned the meeting at 7:39 pm.



MINUTES
CITY COUNCIL REGULAR MEETING
COUNCIL CHAMBERS
NOVEMBER 16, 2023
6:30 PM

PRESENT

Mayor Scott Kimble
 Councilmember Mike Kidd
 Councilmember Merle Breitenstein
 Councilmember Dakota Marshall
 Councilmember Shelly Anderson

STAFF

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

ABSENT

Councilmember Johnny Waldrip
 Councilmember Angela Nichols

The Joshua City Council will hold a Work Session at 6:30 pm. A Regular Meeting will be held immediately following the Work Session in the Council Chambers at Joshua City Hall, located at 101 S. Main St., Joshua, Texas, on November 16, 2023. This meeting is subject to the open meeting laws of the State of Texas.

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

Join Zoom Meeting:

<https://us02web.zoom.us/j/88378847953?pwd=bkFFMINBaWpZNVVkdll0YlExYXljdz09>

Meeting ID: 883 7884 7953 Passcode: 182893

A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

Mayor 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

Mayor Kimble and the City Council led the Pledge of Allegiance.

C. INVOCATION

The invocation was given by Angela Brasher, Administrative Assistant at Joshua City Hall.

D. WORK SESSION

1. Review and discuss questions related to the budget report and financial statement for October 2023.
 (Staff Resource: M. Peacock)

City Manager Peacock stated that most of the expenses are front-end loaded contractual expenses in the report.

Item 1.

2. Discuss and receive updates on city board meetings:

- Planning & Zoning Commission
- Type B EDC

No discussion on this item.

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

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

Mayor Kimble noted that the fall festival was fun, and the band was very liked. In addition, Mayor Kimble stated that he attended the Young Life Annual Event and the Navy Ball. Also, he had lunch with the other mayors in Cleburne at an event hosted by the Johnson County Judge, attended the library board, and attended the JISD senior lunch and the monthly minister group.

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.

NA

G. CONSENT AGENDA

1. Discuss, consider, and possible action on meeting minutes of October 19, 2023.

Motion made by Councilmember Kidd to approve the meeting minutes as presented. Seconded by Councilmember Marshall.

Voting Yea: Mayor Kimble, Councilmember Kidd, Councilmember Breitenstein, Councilmember Marshall, Councilmember Anderson

H. REGULAR AGENDA

1. Public hearing on a request for a zoning change regarding approximately 5.51 acres of land in the Meyers Subdivision, Lot 2, BLK 1, County of Johnson, Texas, located at 1140 W FM 917, to change from (R-1) Single Family Residential District to the (A) Agricultural District.

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

Mayor Kimble opened the public hearing at 6:38 pm regarding a request for a zoning change regarding approximately 5.51 acres of land in the Meyers Subdivision, Lot 2, BLK 1, County of Johnson, Texas, located at 1140 W FM 917, to change from (R-1) Single Family Residential District to the (A) Agricultural District.

No comments were made by the public. Mayor Kimble closed the public hearing at 6:39 pm.

2. Discuss, consider, and possible action on an Ordinance changing the zoning on approximately 5.51 acres of land in the Meyers Subdivision, Lot 2, BLK 1, County of Johnson, Texas, located at 1140 W FM 917, to change from (R-1) Single Family Residential District to the (A) Agricultural District.

Motion made by Councilmember Anderson to approve an Ordinance changing the zoning on approximately 5.51 acres of land in the Meyers Subdivision, Lot 2, BLK 1, County of Johnson, Texas, located at 1140 W FM 917, to change from (R-1) Single Family Residential District to the (A) Agricultural District. Seconded by Councilmember Breitenstein.

Voting Yea: Mayor Kimble, Councilmember Kidd, Councilmember Breitenstein, Councilmember Marshall, Councilmember Anderson

3. Discuss, consider, and possible action on an Ordinance repealing existing section 5.07, "Food Trucks," of Article 5, "Permitted Uses," of the Zoning Ordinance, found in Chapter 14, "Zoning," of the Code of Ordinances and adopting new food truck regulations by adding a new Article 1.10, "Food Trucks," to Chapter 1, "General Provisions," of the Code of Ordinances, providing for the regulation of food trucks.

City Attorney Welch stated that based on the previous discussion, the food truck provisions were removed from the Planning & Zoning Ordinance. He stated that this is a streamlined process that will go through the permit process.

Councilmember Anderson stated that the proposed ordinance does not match the discussion from previous minutes, and she would like a redline version of what is being changed.

Councilmember Anderson stated that they keep hearing the city needs to make changes but not hearing from others on why we need to make changes.

City Attorney Terry Welch stated that the same provisions from the current ordinance are in the proposed ordinance. He noted some of the same things in both ordinances are restroom requirements, properly zoned property, and a permission letter from the property owner shall not be located within 500 ft. of any resident. In addition, he noted that a time limit of no longer than 72 hours, and a permit fee of \$25.00.

Councilmember Breitenstein stated he would also like to see a redline too.

Councilmember Marshall asked if this was for special events or everyday use. Mayor Kimble stated that the proposed ordinance is for everyday use. Councilmember Marshall stated that his opinion is that we should have a designated area, such as the planned food truck park.

City Attorney Welch stated that he will rewrite the ordinance and send it to staff to review prior to the December meeting.

4. Discuss, consider, and possible action on a Resolution affirming the casting of votes in the 2024-2025 Election of the Board of Directors for Johnson County Central Appraisal District.

Motion made by Councilmember Kidd to cast 51 votes for Mr. Goulding, Seconded by Councilmember Anderson.

Voting Yea: Mayor Kimble, Councilmember Kidd, Councilmember Breitenstein, Councilmember Marshall, Councilmember Anderson

5. Discuss, consider, and possible action on a resolution authorizing Type B Economic Development Corporation expenditure for equipment for the parks department.

Councilmember Breitenstein stated that the Type B EDC/Parks Board authorized the following purchases:

• Minor Tools	\$1200
• Park Building R&M	\$20,261
• Dump Trailer	\$9,561
• Heavy Blower	\$15,999
• Power Washer Trailer	\$10,858
• Less Budget Revenue for Zero Turn Mowers	\$29,500

Motion made by Councilmember Anderson to approve a resolution authorizing Type B Economic Development Corporation expenditure for equipment for the parks department. Seconded by Councilmember Breitenstein.

Voting Yea: Mayor Kimble, Councilmember Kidd, Councilmember Breitenstein, Councilmember Marshall, Councilmember Anderson

I. STAFF REPORT

1. Police Department Monthly Report October 2023
2. Joshua Fire Department
3. Municipal Court Report
4. Public Works
5. Animal Services
6. Development Services
7. City Secretary's Office

J. EXECUTIVE SESSION

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

1. Pursuant to Section 551.071 of the Texas Government Code to consult with the City Attorney relating to pending litigation, to wit: Ling Zeng vs. City of Joshua et. al., Civil Action No. 3:23-CV-1570-D.
2. In accordance with the Texas Government Code, Section 551.074; To deliberate regarding the appointment, employment, and evaluation of a public officer or employee
 - a. City Manager
 - b. City Secretary

Mayor Kimble announced the city council will recess into Executive Session at 7:33 pm.

K. RECONVENE INTO REGULAR SESSION

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

Mayor Kimble announced the city council reconvened into Regular Session at 9:52 pm.

Motion made by Councilmember Kidd to approve what was discussed in executive session. Seconded by Councilmember Anderson.

Voting Yea: Mayor Kimble, Councilmember Kidd, Councilmember Breitenstein, Councilmember Marshall, Councilmember Anderson

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. ADJOURN

Mayor Kimble adjourned the meeting at 9:52 pm.

Scott Kimble, Mayor

Alice Holloway, City Secretary

Approved: December 21, 2023



**City Council Agenda
December 14, 2023**

Resolution

Action Item

Agenda Description:

Discuss, consider, and adopt a resolution to designate authorized signatories for the Texas Community Development Block Grant program.

Background Information:

The City of Joshua is in the process of applying for a Texas Community Development Block Grant program with the hopes of repairing Thomas Street. We have since hired a Finance Director who needs to be added to the authorized signatories.

Financial Information:

N/A

City Contact and Recommendations:

Amber Bransom, Staff recommends approval of the resolution.

Attachments:

- Signatory Resolution

CITY OF JOSHUA
RESOLUTION NO. _____

Item 2.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS AUTHORIZING CITY REPRESENTATIVES IN MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

WHEREAS, the City Council of the City of Joshua desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, it is necessary and in the best interests of the City to participate in the Texas Community Development Block Grant Program; and

WHEREAS, the City Council of City is committed to compliance with federal, state, and program rules, including the current TxCDBG Project Implementation Manual; and

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

That the City Council directs and designates the following to act in all matters in connection with any grant application and the City's participation in the Texas Community Development Block Grant Program:

Section 1. That the City Council directs and designates the following to act in all matters in connection with any grant application and the City's participation in the Texas Community Development Block Grant Program:

- The City Manager and Assistant City Manager shall serve as the City's Chief Executive Officer and Authorized Representative to:
 - execute a grant application and any subsequent contractual documents,
 - certify environmental review documents between the Texas Department of Agriculture and the City, and
 - certify the Payment Request form and/or other forms required for requesting funds to reimburse project costs, and
 - be assigned the role of Authorized Official in the TDA-GO grant management system.

Section 2.

- In addition to the above-designated officials, should any grant be funded the Finance Director, Finance Manager, and Finance Assistant are authorized to:
 - certify the Payment Request form and/or other forms required for requesting funds to reimburse project costs,
 - prepare and submit other financial documentation, and
 - be assigned the role of Project Director or Payment Processor in the TDA-GO grant management system.

PASSED, APPROVED, AND ADOPTED, by the affirmative vote of the City Council of the City of Joshua, Texas, this the 14th day of December 2023.

APPROVED:

Scott Kimble, Mayor

ATTEST:

Alice Holloway/City Secretary

APPROVED AS TO LEGAL FORM

Terry Welch, City Attorney

EXHIBIT 1

CITY OF JOSHUA, TEXAS**ORDINANCE NO. 588-2014**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, AMENDING THE CITY OF JOSHUA ZONING ORDINANCE, CONTAINED IN EXHIBIT A TO THE CITY'S CODE OF ORDINANCES, AS HERETOFORE AMENDED, BY AMENDING SECTION 3-1, "USE OF LAND AND BUILDINGS," BY ADDING "MOBILE FOOD VENDOR PARK" AS A PERMITTED USE IN AREAS ZONED RESTRICTED COMMERCIAL DISTRICT (C1), GENERAL COMMERCIAL DISTRICT (C2), AND INDUSTRIAL DISTRICT (I), TO BE REFLECTED IN THE "CITY OF JOSHUA LAND USE TABLE" IN SAID SECTION 3-1; AMENDING SECTION 3-3, "DEFINITIONS," BY ADDING A DEFINITION OF "MOBILE FOOD VENDOR PARK"; PROVIDING FOR THE REPEAL OF ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OR FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

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 with reference to the granting of zoning classifications and changes, have given the requisite notices by publication and otherwise, and have held due hearings and afforded a full and fair hearing to all property owners generally, and the City Council of the City of Joshua is of the opinion that the City's Zoning Ordinance should be amended; and

WHEREAS, the City Council of the City of Joshua, Texas, has found that the following addition to the City's Zoning Ordinance will promote the public health, safety and welfare of the citizens of the City.

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

SECTION 1

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

SECTION 2

Exhibit A of the Code of Ordinances of the City of Joshua, Texas, the Zoning Ordinance, is hereby amended by amending Section 3-1, "Use of Land and Buildings," by adding "Mobile Food Vendor Park" as a permitted use in areas zoned Restricted Commercial District (C1), General Commercial District (C2) and Industrial District (I), subject to Special Condition 1, 3, 7, and 18 (solid screening only) listed in Section 3-2, as follows:

" * * *

Land Use Designations	Residential Uses	Non-Residential	Special Conditions
A R1L R1 R2 R3 R4 MH		C1 C2 I	See Sec. 3-2

Commercial, Retail, Personal Services

* * *

Mobile Food Vendor Park		P P P	1, 3, 7, 18 (only solid screening required adjacent to abutting residential use)
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* * *

SECTION 3

Exhibit A of the Code of Ordinances of the City of Joshua, Texas, the Zoning Ordinance, is hereby amended by adding a definition of "Mobile Food Vendor Park" to Section 3-3, "Definitions," to read as follows:

" * * *

Mobile Food Vendor Park. A public or private area containing certain spaces where the public may gather or congregate, and which may include tables and chairs for outdoor dining, characterized by mobile food unit sales from two (2) or more trucks, carts, trailers or kitchen mounted on a chassis and that is capable of being moved with a motorized or non-motorized unit. Permanent structures, such as restroom facilities, restaurants (with or without alcohol sales), and vehicular parking areas may be components of a mobile food vendor park.

* * *

SECTION 4

All ordinances, orders or resolutions heretofore passed and adopted by the City Council of the City of Joshua, Texas, are hereby repealed to the extent that said ordinances, resolutions, or parts thereof, are in conflict herewith.

SECTION 5

If any section, subsection, clause, phrase or provision of this Ordinance, or the application thereof to any person or circumstance, shall to any extent be held by a court

of competent jurisdiction to be invalid, void or unconstitutional, the remaining sections, subsections, clauses, phrases and provisions of this Ordinance, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION 6

An offense committed before the effective date of this Ordinance is governed by prior law and the Code of Ordinances of the City of Joshua, as previously amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 7

Any person, firm or corporation violating any of the provisions or terms of this Ordinance, or the Zoning Ordinance, as amended hereby, 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 8

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 6TH DAY OF FEBRUARY, 2014.



Mayor

ATTEST:



City Secretary

APPROVED AS TO FORM AND CONTENT:

City Attorney

EXHIBIT 2

CITY OF JOSHUA, TEXAS

ORDINANCE NO.

Style Definition: Normal: Font: (Default) Times New Roman, 12 pt, Ligatures: None, Space After: 0 pt, Line spacing: single

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, REPEALING EXISTING SECTION 5.07, "FOOD TRUCKS," OF ARTICLE 5, "PERMITTED USES," OF THE CITY'S ZONING ORDINANCE, FOUND IN CHAPTER 14, "ZONING," OF THE CODE OF ORDINANCES OF THE CITY OF JOSHUA, TEXAS, AND ADOPTING NEW FOOD TRUCK REGULATIONS BY ADDING A NEW ARTICLE 1.10, "FOOD TRUCKS," TO CHAPTER 1, "GENERAL PROVISIONS," OF THE CODE OF ORDINANCES OF THE CITY OF JOSHUA, TEXAS, GENERALLY PROVIDING FOR THE REGULATION OF FOOD TRUCKS; MAKING FINDINGS; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Joshua, Texas, is a home rule municipality acting under its charter, which was adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, in recent years, the number of restaurants and other establishments which provide food for human consumption in the City of Joshua has increased and continues to increase; and

WHEREAS, the City has seen an interest from food truck vendors desiring to offer edible food products to local citizens and visitors to the City of Joshua, particularly at special events; and

WHEREAS, the City Council desires to allow food trucks to operate in the City of Joshua, with certain licensing and operational requirements in accordance with applicable state public health and safety requirements.

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 legislative and factual findings of the City of Joshua and they are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2

From and after the effective date of this Ordinance, Section 5.7, "Food Trucks," of Article 5, "Permitted Uses," of the City's Zoning Ordinance, found in Chapter 14, "Zoning," of the Code of Ordinances of the City of Joshua, Texas, is hereby repealed in its entirety and said Section 5.7 shall now read as follows:

"ARTICLE 5 PERMITTED USES

§ 5.7 RESERVED.

SECTION 3

From and after the effective date of this Ordinance, Chapter 1, "General Provisions," of the Code of Ordinances of the City of Joshua, Texas, is hereby amended by adding a new Article 1.10, "Food Trucks," to read as follows:

"ARTICLE 1.10 FOOD TRUCKS

Sec. 1.10.001 Definitions

Edible Goods. A type of goods sold for human consumption that includes, but is not limited to:

- (1) Prepackaged food, including, but not limited to candy, beverages, chips, popsicles and ice cream; and/or
- (2) Prepared food, including, but not limited to shaved ice, sandwiches, pizza, barbecue, tacos, and desserts.

Food Trucks are subject to the following regulations:

A.

Truck. A truck, cart, trailer or kitchen mounted on a chassis and that is capable of being moved with a motorized or non-motorized unit, including without limitation, a self-contained motorized unit that sells Edible Goods.

Food truck vendor. An individual or entity that sells Edible Goods for human consumption from a food truck.

Sell. The act of exchanging a good for a profit or in return for a donation.

Sec. 1.10.002 Adoption of Texas Food Establishment Rules

The City of Joshua hereby adopts by reference the provisions of the current rules, or rules as may be amended from time to time, by the Executive Commissioner of the State Health and Human Services Commission, found in 25 Texas Administrative Code, Section 228.221, as amended, regarding the regulation of food trucks.

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Sec. 1.10.003 Permit and Application

(a) Permit. A Food Truck Vendor shall have a valid food truck permit ("Permit") that has been issued by the City in order to sell Edible Goods within the City.

(b) Application. A Food Truck Vendor must apply for a Permit on a form promulgated by the City. A Food Truck Vendor must apply separately for each Food Truck it intends to operate within the City. Once the City Manager or his or her designee ("City Manager") determines that the Permit application is complete, the City Manager must review the application and notify the applicant if the Permit application meets the requirements of this article within ten (10) business days.

(c) Permit form. A Permit application must include the following information to be complete:

(1) Payment of the Permit fee.

(2) Name of Applicant, address and telephone number or other contact information.

(3) Sales tax number with a copy of sales tax permit.

(4) If applicable, a signed permission or notarized affidavit from the private property owner granting permission for the application to locate a mobile food unit(s) on his or her property.

(5) Name, phone number and driver's license number of business owner and any employee managing the mobile food unit.

(6) Description of Edible Goods to be sold.

(d) Permit Application Process. The Permit application shall be processed as follows:

(1) The Permit application shall be submitted to the City.

(2) The Permit application shall be reviewed by the City Manager to determine whether the application is complete and eligible for review. The City Manager shall review a complete Permit application to determine whether it meets the requirements of this section.

(3) The City Manager shall approve a Permit application that meets the mobile food vendor requirements set forth in this section.

(4) The City Manager shall deny a Permit application that does not meet the mobile food vendor requirements set forth in this section.

Sec. 1.10.004 Permit Fee

(a) ~~The fee for a Permit shall be Twenty-Five Dollars (\$25.00). A Food Truck Vendor must obtain a separate Permit for each food truck it operates within the City.~~

(b) ~~A Permit shall be valid for no longer than seventy-two (72) hours.~~

Sec. 1.10.005 Food Truck Requirements

~~The following regulations shall apply to a Permit holder operating a food truck within the City:~~

(a) Location.

~~(1-) All food trucks must be located on a parcel, which is appropriately zoned for commercial development. Approval of food trucks shall be through a Conditional Use Permit.~~

**~~2-~~
Food trucks**

~~(2) Any food truck shall be located on an individual private a parcel, where an existing permanent business operates in a building with which possesses a valid certificate of occupancy.~~

~~3-~~**~~(3) Food truck vendors~~**

~~Food trucks shall provide the City with a copy of written permission from the property owner on an annual basis, to allow the operation of a food truck and to allow the food truck and their customers access to a commercially plumbed public restroom on-site.~~

~~(4-~~

~~) A food truck vendor shall submit a site plan depicting the location of the food truck on the property; and shall secure a current food handler cards card(s) from Johnson or Tarrant County, providing copies of these documents to the City of Joshua.~~

~~(5-~~

~~) Food trucks shall be located within five hundred (500) feet (500') of an entrance of a primary building that holds the certificate of occupancy.~~

~~6-~~

~~No food trucks shall be located on a vacant lot.~~

~~7-~~

~~(6) No food trucks, their merchandise, advertising, or seating shall obscure traffic sight visibility.~~

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~~(8-7)~~

) No food trucks operating under this ~~regulation article~~ shall be allowed to sell or service food on any public street, sidewalk, or other public right-of-way unless approved in writing by the City of Joshua.

~~9-~~

~~(8)~~ Food trucks shall not operate in driveways or fire lanes.

~~10-~~

~~(9)~~ Food trucks, including any applicable seating may operate in parking spaces in a commercially zoned individual property, parcel, tract or platted lot, if the required parking for the center remains in compliance with the ~~City's parking code located in Article 7 regulations~~. A site plan indicating the specific location is required.

~~11-~~

~~(10)~~ Food trucks shall ~~be removed from the~~ not remain on any parcel ~~on a daily basis and may only operate during the business for more than seventy-two (72) hours of the primary business and may not be parked longer than twelve (12) hours in any seven (7) day period.~~

~~B-~~

~~(b)~~ Licensing.

All food trucks shall have a valid vehicle registration, motor vehicle operator's license, proof of vehicle liability insurance, a Texas Sales Tax Permit and meet all other state law licensing requirements.

~~C-~~

~~(c)~~ Operational Issues.

~~(1-)~~

A drive-through is not permitted in conjunction with the food truck and shall not provide a drive-through service of any kind.

~~(2-)~~

Food trucks shall be equipped with a self-closing lidded, trash receptacle. The trash receptacle must be placed outside next to the food truck ~~for~~ use by the patrons of the truck. The area around the food truck shall be kept clean and free from litter, garbage, and debris.

~~(3-)~~

Temporary connections to potable water are prohibited. Water shall be from an internal tank, and electricity shall be from a generator or an electrical outlet via a portable cord that is in conformance with the Electrical Code as adopted by the City of Joshua.

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(4)

Except as otherwise limited by the City of Joshua Code of Ordinances, or other City codes, a food truck may utilize outside seating consisting of a portable table and a seating capacity of not to exceed four (4).

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Sec. 1.10.006 Offenses

(a) It shall be unlawful for a Food Truck Vendor directly or through an agent or employee to sell Edible Goods from a Food Truck within the corporate limits of the City unless it holds a valid Permit.

(b) It shall be unlawful for a Food Truck Vendor directly or through an agent or employee to misrepresent on the Permit application any acts that are regulated under this article.

(c) It shall be unlawful for a Food Truck Vendor directly or through an agent or employee to allow a food truck to operate that does not comply with the Texas Food Establishment Rules, as amended.

Sec. 1.10.007 Penalty

The violation of or noncompliance with this article by any person, firm, association of persons, company, corporation, or their agents, servants, or employees shall be punishable as a misdemeanor and upon conviction, such person, firm, association, company, corporation or their agents servants or employees shall be fined a sum not less than one dollar (\$1.00) but shall not exceed two thousand dollars (\$2,000.00), and each day any violation or noncompliance continues shall constitute a separate and distinct offense."

SECTION 4

All ordinances, orders or resolutions heretofore passed and adopted by the City Council of the City of Joshua, Texas, are hereby repealed to the extent that said ordinances, resolutions, or parts thereof, are in conflict herewith.

SECTION 5

If any section, subsection, clause, phrase or provision of this Ordinance, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unconstitutional, the remaining sections, subsections, clauses, phrases and provisions of this Ordinance, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION 6

Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished pursuant to the provisions contained in Section 4.09.012 of the Code of Ordinances of the City of Joshua, Texas, as amended.

SECTION 7

The City Secretary is directed to publish in the official newspaper the caption and penalty clause of this ordinance once in a newspaper of general circulation.

SECTION 8

This ordinance shall be in full force and effect from and after its passage and publication as provided by law, and it is so ordained.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, THIS 21ST DAY OF DECEMBER, 2023.

Scott Kimble, Mayor

ATTEST:

Alice Holloway, City Secretary

APPROVED AS TO FORM AND CONTENT:

Terrence S. Welch, City Attorney

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EXHIBIT 3

CITY OF JOSHUA, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, REPEALING EXISTING SECTION 5.07, "FOOD TRUCKS," OF ARTICLE 5, "PERMITTED USES," OF THE CITY'S ZONING ORDINANCE, FOUND IN CHAPTER 14, "ZONING," OF THE CODE OF ORDINANCES OF THE CITY OF JOSHUA, TEXAS, AND ADOPTING NEW FOOD TRUCK REGULATIONS BY ADDING A NEW ARTICLE 1.10, "FOOD TRUCKS," TO CHAPTER 1, "GENERAL PROVISIONS," OF THE CODE OF ORDINANCES OF THE CITY OF JOSHUA, TEXAS, GENERALLY PROVIDING FOR THE REGULATION OF FOOD TRUCKS; MAKING FINDINGS; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Joshua, Texas, is a home rule municipality acting under its charter, which was adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, in recent years, the number of restaurants and other establishments which provide food for human consumption in the City of Joshua has increased and continues to increase; and

WHEREAS, the City has seen an interest from food truck vendors desiring to offer edible food products to local citizens and visitors to the City of Joshua, particularly at special events; and

WHEREAS, the City Council desires to allow food trucks to operate in the City of Joshua, with certain licensing and operational requirements in accordance with applicable state public health and safety requirements.

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 legislative and factual findings of the City of Joshua and they are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2

From and after the effective date of this Ordinance, Section 5.7, "Food Trucks," of Article 5, "Permitted Uses," of the City's Zoning Ordinance, found in Chapter 14, "Zoning," of the Code of Ordinances of the City of Joshua, Texas, is hereby repealed in its entirety and said Section 5.7 shall now read as follows:

“ARTICLE 5 PERMITTED USES

* * *

§ 5.7 RESERVED.

* * *

SECTION 3

From and after the effective date of this Ordinance, Chapter 1, “General Provisions,” of the Code of Ordinances of the City of Joshua, Texas, is hereby amended by adding a new Article 1.10, “Food Trucks,” to read as follows:

“ARTICLE 1.10 FOOD TRUCKS

Sec. 1.10.001 Definitions

Edible Goods. A type of goods sold for human consumption that includes, but is not limited to:

- (1) Prepackaged food, including, but not limited to candy, beverages, chips, popsicles and ice cream; and/or
- (2) Prepared food, including, but not limited to shaved ice, sandwiches, pizza, barbecue, tacos, and desserts.

Food Truck. A truck, cart, trailer or kitchen mounted on a chassis and that is capable of being moved with a motorized or non-motorized unit, including without limitation, a self-contained motorized unit that sells Edible Goods.

Food truck vendor. An individual or entity that sells Edible Goods for human consumption from a food truck.

Sell. The act of exchanging a good for a profit or in return for a donation.

Sec. 1.10.002 Adoption of Texas Food Establishment Rules

The City of Joshua hereby adopts by reference the provisions of the current rules, or rules as may be amended from time to time, by the Executive Commissioner of the State Health and Human Services Commission, found in 25 Texas Administrative Code, Section 228.221, as amended, regarding the regulation of food trucks.

Sec. 1.10.003 Permit and Application

(a) Permit. A Food Truck Vendor shall have a valid food truck permit ("Permit") that has been issued by the City in order to sell Edible Goods within the City.

(b) Application. A Food Truck Vendor must apply for a Permit on a form promulgated by the City. A Food Truck Vendor must apply separately for each Food Truck it intends to operate within the City. Once the City Manager or his or her designee ("City Manager") determines that the Permit application is complete, the City Manager must review the application and notify the applicant if the Permit application meets the requirements of this article within ten (10) business days.

(c) Permit form. A Permit application must include the following information to be complete:

- (1) Payment of the Permit fee.
- (2) Name of Applicant, address and telephone number or other contact information.
- (3) Sales tax number with a copy of sales tax permit.
- (4) If applicable, a signed permission or notarized affidavit from the private property owner granting permission for the application to locate a mobile food unit(s) on his or her property.
- (5) Name, phone number and driver's license number of business owner and any employee managing the mobile food unit.
- (6) Description of Edible Goods to be sold.

(d) Permit Application Process. The Permit application shall be processed as follows:

- (1) The Permit application shall be submitted to the City.
- (2) The Permit application shall be reviewed by the City Manager to determine whether the application is complete and eligible for review. The City Manager shall review a complete Permit application to determine whether it meets the requirements of this section.
- (3) The City Manager shall approve a Permit application that meets the mobile food vendor requirements set forth in this section.
- (4) The City Manager shall deny a Permit application that does not meet the mobile food vendor requirements set forth in this section.

Sec. 1.10.004 Permit Fee

- (a) The fee for a Permit shall be Twenty-Five Dollars (\$25.00). A Food Truck Vendor must obtain a separate Permit for each food truck it operates within the City.
- (b) A Permit shall be valid for no longer than seventy-two (72) hours.

Sec. 1.10.005 Food Truck Requirements

The following regulations shall apply to a Permit holder operating a food truck within the City:

(a) Location.

- (1) All food trucks must be located on a parcel which is appropriately zoned for commercial development.
- (2) Any food truck shall be located on a parcel where an existing permanent business operates in a building which possesses a valid certificate of occupancy.
- (3) Food truck vendors shall provide the City with a copy of written permission from the property owner to allow the operation of a food truck and to allow the food truck and their customers access to a commercially plumbed public restroom on-site.
- (4) A food truck vendor shall submit a site plan depicting the location of the food truck on the property; and shall secure a current food handler card(s) from Johnson or Tarrant County, providing copies of these documents to the City of Joshua.
- (5) Food trucks shall be located within five hundred feet (500') of an entrance of a primary building that holds the certificate of occupancy.
- (6) No food trucks, their merchandise, advertising, or seating shall obscure traffic sight visibility.
- (7) No food trucks operating under this article shall be allowed to sell or service food on any public street, sidewalk, or other public right-of-way unless approved in writing by the City of Joshua.
- (8) Food trucks shall not operate in driveways or fire lanes.
- (9) Food trucks, including any applicable seating may operate in parking spaces in a commercially zoned individual property, parcel, tract or platted lot, if the required parking for the center remains in compliance with the City's parking regulations. A site plan indicating the specific location is required.
- (10) Food trucks shall not remain on any parcel for more than seventy-two (72) hours in any seven (7) day period.

(b) Licensing.

All food trucks shall have a valid vehicle registration, motor vehicle operator's license, proof of vehicle liability insurance, a Texas Sales Tax Permit and meet all other state law licensing requirements.

(c) Operational Issues.

(1) A drive-through is not permitted in conjunction with the food truck and shall not provide a drive-through service of any kind.

(2) Food trucks shall be equipped with a self-closing lidded, trash receptacle. The trash receptacle must be placed outside next to the food truck for use by the patrons of the truck. The area around the food truck shall be kept clean and free from litter, garbage, and debris.

(3) Temporary connections to potable water are prohibited. Water shall be from an internal tank, and electricity shall be from a generator or an electrical outlet via a portable cord that is in conformance with the Electrical Code as adopted by the City of Joshua.

(4) Except as otherwise limited by the City of Joshua Code of Ordinances, or other City codes, a food truck may utilize outside seating consisting of a portable table and a seating capacity of not to exceed four (4).

Sec. 1.10.006 Offenses

(a) It shall be unlawful for a Food Truck Vendor directly or through an agent or employee to sell Edible Goods from a Food Truck within the corporate limits of the City unless it holds a valid Permit.

(b) It shall be unlawful for a Food Truck Vendor directly or through an agent or employee to misrepresent on the Permit application any acts that are regulated under this article.

(c) It shall be unlawful for a Food Truck Vendor directly or through an agent or employee to allow a food truck to operate that does not comply with the Texas Food Establishment Rules, as amended.

Sec. 1.10.007 Penalty

The violation of or noncompliance with this article by any person, firm, association of persons, company, corporation, or their agents, servants, or employees shall be punishable as a misdemeanor and upon conviction, such person, firm, association, company, corporation or their agents servants or employees shall be fined a sum not less than one dollar (\$1.00) but shall not exceed two thousand dollars (\$2,000.00), and each

day any violation or noncompliance continues shall constitute a separate and distinct offense.”

SECTION 4

All ordinances, orders or resolutions heretofore passed and adopted by the City Council of the City of Joshua, Texas, are hereby repealed to the extent that said ordinances, resolutions, or parts thereof, are in conflict herewith.

SECTION 5

If any section, subsection, clause, phrase or provision of this Ordinance, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unconstitutional, the remaining sections, subsections, clauses, phrases and provisions of this Ordinance, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION 6

Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished pursuant to the provisions contained in Section 4.09.012 of the Code of Ordinances of the City of Joshua, Texas, as amended.

SECTION 7

The City Secretary is directed to publish in the official newspaper the caption and penalty clause of this ordinance once in a newspaper of general circulation.

SECTION 8

This ordinance shall be in full force and effect from and after its passage and publication as provided by law, and it is so ordained.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, THIS 21ST DAY OF DECEMBER, 2023.

Scott Kimble, Mayor

ATTEST:

Alice Holloway, City Secretary

APPROVED AS TO FORM AND CONTENT:

Terrence S. Welch, City Attorney



**City Council Agenda
December 21, 2023**

Ordinance

Action Item

Agenda Description:

Discuss, consider, and possible action on adopting revised Ordinance Articles 2.03.002 Rabies Vaccination, Article 2.03.003 Reports of Animal Bites to Humans, and Article 2.03.004 Quarantine.

Background Information:

Amendments to each article clarify the processes and expectations of citizens regarding rabies vaccinations and quarantine.

Article Articles 2.03.002 Rabies Vaccination provides a better description of what is required by the owner in order to meet both the City's and State's requirements.

Article 2.03.003 Reports of Animal Bites to Humans provides a better explanation of how to report animal bites to humans and what is necessary to file the report.

Article 2.03.004 Quarantine provides more information to the citizens as to what is required for quarantine when animal bites occur.

Financial Information:

N/A

City Contact and Recommendations:

Amber Bransom

The staff recommends accepting the proposed changes.

Attachments:

- Ordinance
- Redline copy of the ordinance with revisions

**CITY OF JOSHUA
ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF JOSHUA TEXAS CODE OF ORDINANCES AMENDING CHAPTER 2. ANIMAL CONTROL, ARTICLE 2.03 RABIES AND ZOONOSIS CONTROL. INCORPORATING RECITALS; SAVINGS CLAUSES AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Joshua Texas ("City Council") has investigated and determined that it would be advantageous and beneficial to the City of Joshua, Texas ("City") to establish comprehensive rules and regulations for animal control in the City; and

WHEREAS, the proper care, regulation, and control of animals, fowl, and livestock is necessary for the health, safety, and quality of life of the citizens of the City; and

WHEREAS, the establishment of reasonable requirements for the care and control of dogs, cats, animals, fowl, and livestock are necessary to protect such animals and the general public; and

WHEREAS, it is necessary for the City to adopt requirements and regulations which will enable the officers and employees of the City to respond in a manner consistent with State law to unusual circumstances and conditions that arise from time to time with respect to the keeping, care, and control of domestic, wild and exotic animals; and

WHEREAS, the rules, regulations, and requirements established by ordinance may not be inconsistent with State law; and

WHEREAS, the City Council has determined that it is in the best interest of the City to regulate animals within the City in accordance with State law.

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

SECTION 1. AMENDMENT. That the Code of Ordinances of the City of Joshua, Texas is hereby amended Chapter 2, "Animal Control," which shall hereinafter read as follows:

ARTICLE 2.03.002 RABIES VACCINATION

(a) Vaccinations required:

(1) A person who owns, keeps, harbors, or has custody of a dog, cat, or ferret over four (4) months of age must have said animal immunized against rabies by injection of anti-rabies vaccine by a veterinarian validly licensed in the state or in another jurisdiction.

(2) The same animal must receive a booster within the twelve (12) month interval following the animal's initial vaccination, or such interval as provided by state law; and the same animal must be revaccinated against rabies at a minimum of at least once each year with a rabies vaccine licensed by the department of agriculture, or at such interval as provided by state law.

(3) A person commits an offense if the person owns, keeps, harbors, or has custody of a dog, cat, or ferret that has not been immunized against rabies as required by this section.

(4) Every owner of a dog, cat, or ferret immunized against rabies shall procure a rabies vaccination certificate from the veterinarian administering the vaccine. The certificate of vaccination shall contain the following information:

- (a)** The name, address, and telephone number of the owner of the vaccinated animal;
- (b)** The date of vaccination;
- (c)** The year and number of the rabies tag;
- (d)** The breed, age, color, and sex of the vaccinated animal; and
- (e)** The name and address of the issuing veterinarian.

(b) Rabies tags:

(1) Concurrent with the issuance and delivery of the certificate of vaccination referred to in section four **(4)** above, the owner of the animal shall:

- (a)** Outfit the animal with a collar or harness;
- (b)** Affix a metal tag, serially numbered to correspond with the vaccination certificate number, bearing the year of issuance and the name and address of the issuing veterinarian to the collar or harness; and
- (c)** Require the animal to wear the collar or harness with the attached metal tag at all times.

(c) Duplicate tags:

(1) In the event of loss or destruction of the original tag provided in subsection (b) above, the owner of the animal shall obtain a duplicate tag from the veterinarian who administered the vaccination. Vaccination certificates and tags shall be valid only for the animal for which they were originally issued.

(2) The provisions restricting the use and sale of rabies vaccine for animals as set forth in the state statute enacting the “Rabies Control Act of 1981” are hereby adopted by reference, as contained in chapter 826 of the Health and Safety Code, V.T.C.S., a copy of which is on file in the office of the city secretary, and as amended from time to time.

(3) It shall be unlawful for a person to administer, sell, or distribute rabies vaccine for animals in a manner not authorized by section (c), above.

ARTICLE 2.03.003 REPORTS OF ANIMAL BITES TO HUMANS

(a) A person, including a veterinarian, who knows of an animal bite or scratch to an individual that the person could reasonably foresee as capable of transmitting rabies, or who knows of an animal that the person suspects is rabid, shall report the incident or animal to the local rabies control authority of the county or municipality in which the person lives, in which the animal is located, or in which the exposure occurs. The report should be made no more than 24 hours after the time of the incident.

(1) The report must include:

- (a) the name and address of the victim and of the animal's owner, if known;
- (b) Any other information that may help in locating the victim or animal;
- (c) A Police report if police officers responded to the bite incident; and
- (d) A Report from the hospital notifying animal services of a bite incident.

(b) Owner responsibility. If the biting animal is owned, the owner shall place that animal in quarantine, as prescribed in the section below, under the supervision of the animal control authority or a licensed veterinarian.

(c) The animal control department shall investigate a report filed under this section.

ARTICLE 2.03.004 QUARANTINE

(a) A person commits an offense if the person fails to submit for quarantine or testing an animal that the animal control department has probable cause to believe is rabid, may have been exposed to rabies, or may have exposed a person to rabies. The animal control officer shall be authorized to obtain an administrative search warrant if there is reason to believe any requirements of this section are violated.

(b) Procedures for animal quarantine:

(1) Disposition of biting animals.

The owner of an animal subject to quarantine pursuant to this chapter is required to quarantine the animal for a period of not less than ten (10) days confinement from the date of the bite, at the owner's expense. The quarantine may be accomplished by:

- (a) Quarantine in the animal shelter, supervised by the local animal control authority;
- (b) Quarantine at a veterinary clinic, supervised by a licensed veterinarian; or

(c) Home quarantine. The owner of the animal may request permission from the animal control authority for home quarantine, which may be granted if the animal control authority determines that:

- (1) Secure facilities are available at the home of the animal's owner and the animal control authority has approved them;
- (2) The animal is currently vaccinated against rabies as required by state law;
- (3) The nature of the bite is not severe;
- (4) Quarantine fee as specified in the fee schedule is paid to the city;
- (5) The animal has not been running at large at the time the bite occurred;
- (6) The animal has not been quarantined for a previous bite incident; and
- (7) The bite victim agrees to the home quarantine.

(c) Observation of the animal.

The animal control authority or a licensed veterinarian must observe the animal at least on the first and last days of the quarantine period. If the animal becomes ill during the observation period, the person having possession of the animal shall notify the animal control authority as soon as the animal presents with symptoms of any illness.

(d) Destruction of animal.

If the biting animal cannot be maintained in secure quarantine, it shall be humanely destroyed, and the brain submitted to a Texas Department of State Health Services certified laboratory for rabies diagnosis. The owner of the animal may be requested to reimburse the expense of shipping the brain of the animal.

(e) Interruption.

A person commits an offense if the person interrupts the observation period by removing an animal from the quarantine facility approved by the animal control authority. Any interruption of the quarantine by any person shall be just cause for seizure and impoundment of the quarantined animal by the animal control authority.

(f) Release.

(1) An animal that has been quarantined may be released by the local rabies control authority under the following conditions:

- (a) At the end of the observation period, if the owner can provide proof that the animal is currently vaccinated;
- (b) When all applicable fees have been paid; and
- (c) If the animal is not being impounded for legal proceedings.

(g) If, by the end of the observation period, the owner cannot provide proof that the animal is currently vaccinated, the animal control authority will conditionally release the animal with a voucher for rabies vaccination paid for by the animal's owner. The owner commits an offense if (s)he does not provide proof of vaccination to the animal control authority within one(1) business day of the animal's release from quarantine.

(h) Dangerous wild animals.

No dangerous wild animal will be placed in quarantine. Any dangerous wild animal involved in a biting incident will be humanely euthanized and the brain shall be submitted to a Texas Department of State Health Services certified laboratory for rabies diagnosis.

(i) Disposition of unclaimed, quarantined animal.

If the owner of a quarantined animal does not take possession of the animal, it may be disposed of in accordance with section 6-11, and Texas Code § 826.043(d).

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, ON THIS THE 21ST DAY OF DECEMBER 2023.

Scott Kimble, Mayor

ATTEST:

Alice Holloway, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, City Attorney

§ 2.03.002. Rabies vaccination.

(a) Vaccinations required:

- (1) A person who owns, keeps, harbors, or has custody of a dog, cat, or ferret over four (4) months of age must have said animal immunized against rabies by injection of anti-rabies vaccine by a veterinarian validly licensed in the state or in another jurisdiction.
- (2) The same animal must receive a booster within the 12-month interval following the animal's initial vaccination, or such interval as provided by state law; and the same animal must be revaccinated against rabies at a minimum of at least once each year with a rabies vaccine licensed by the department of agriculture, or at such interval as provided by state law.

(3) A person commits an offense if the person owns, keeps, harbors, or has custody of a dog, cat, or ferret that has not been immunized against rabies as required by this section.

(4) Every owner of a dog, cat, or ferret immunized against rabies shall procure a rabies vaccination certificate from the veterinarian administering the vaccine. The certificate of vaccination shall contain the following information:

- (a) The name, address, and telephone number of the owner of the vaccinated animal;
- (b) The date of vaccination;
- (c) The year and number of the rabies tag;
- (d) The breed, age, color, and sex of the vaccinated animal; and
- (e) The name and address of the issuing veterinarian.

~~(3)~~

~~(b) Every owner of a dog, cat, or ferret immunized against rabies shall procure a rabies vaccination certificate from the veterinarian administering the vaccine.~~

(b) Rabies tags:

- (1) Concurrent with the issuance and delivery of the certificate of vaccination referred to in section four (4) above, the owner of the animal shall:
 - (a). Outfit the animal with a collar or harness;
 - (b) Affix a metal tag, serially numbered to correspond with the vaccination certificate number, bearing the year of issuance and the name and address of the issuing veterinarian to the collar or harness; and
 - (c). Require the animal to wear the collar or harness with the attached metal tag at all times.

(c) Duplicate tags:

- (1) In the event of loss or destruction of the original tag provided in subsection (b) above, the owner of the animal shall obtain a duplicate tag from the veterinarian who administered the vaccination. Vaccination certificates and tags shall be valid only for the animal for which they were originally issued.
- (2) The provisions restricting the use and sale of rabies vaccine for animals as set forth in the state statute enacting the "Rabies Control Act of 1981" are hereby adopted by reference, as contained in chapter 826 of the Health and Safety

Code, V.T.C.S., a copy of which is on file in the office of the city secretary, and as amended from time to time.

(3) It shall be unlawful for a person to administer, sell, or distribute rabies vaccine for animals in a manner not authorized by section (c), above.

~~(c) The provisions restricting the use and sale of rabies vaccine for animals as set forth in the state statute enacting the "Rabies Control Act of 1981" are hereby adopted by reference, as contained in chapter 826 of the Health and Safety Code, V.T.C.S., a copy of which is on file in the office of the city secretary, and as amended from time to time.~~

~~(d) It shall be unlawful for a person to administer, sell, or distribute rabies vaccine for animals in a manner not authorized by subsection (c), above.~~

~~(Ordinance 822-2021 adopted 9/16/21)~~

§ 2.03.003. ~~Reports of rabies.~~Reports of animal bites to humans.

(a) A person, including a veterinarian, who knows of an animal bite or scratch to an individual that the person could reasonably foresee as capable of transmitting rabies, or who knows of an animal that the person suspects is rabid, shall report the incident or animal to the local rabies control authority of the county or municipality in which the person lives, in which the animal is located, or in which the exposure occurs. The report should be made no more than twenty-four (24) hours after the time of the incident.

~~(b)~~(1) The report must include:

~~(1)~~(a) The name and address of the victim and of the animal's owner, if known; ~~and~~

~~(2)~~(b) Any other information that may help in locating the victim or animal;

(c) A Police report if police officers responded to the bite incident; and

~~(e)~~(d) A Report from the hospital notifying animal services of a bite incident. The animal control department shall investigate a report filed under this section. (Ordinance 822-2021 adopted 9/16/21)

(2) Owner responsibility. If the biting animal is owned, the owner shall place that animal in quarantine, as prescribed in the section below, under the supervision of the animal control authority or a licensed veterinarian.

(3) The animal control department shall investigate a report filed under this section.

~~§ 2.03.004~~~~§ 2.03.004~~**§ 2.03.004. Quarantine.**

(a) A person commits an offense if the person fails to submit for quarantine or testing an animal that the animal control department has probable cause to believe is rabid, may have been exposed to rabies, or may have exposed a person to rabies. The animal control officer shall be authorized to obtain an administrative search warrant if there is reason to believe any requirements of this section are violated.

~~(Ordinance 822-2021 adopted 9/16/21)~~

(b) Procedures for animal quarantine:

(1) Disposition of biting animals.

The owner of an animal subject to quarantine pursuant to this chapter is required to quarantine the animal for a period of not less than ten (10) days confinement from the date of the bite, at the owner's expense. The quarantine may be accomplished by:

(a) Quarantine in the animal shelter, supervised by the local animal control authority;

(b) Quarantine at a veterinary clinic, supervised by a licensed veterinarian; or

(c) Home quarantine. The owner of the animal may request permission from the animal control authority for home quarantine, which may be granted if the animal control authority determines that:

(1) Secure facilities are available at the home of the animal's owner and the animal control authority has approved them;

(2) The animal is currently vaccinated against rabies as required by state law;

(3) The nature of the bite is not severe;

(4) Quarantine fee as specified in the fee schedule is paid to the city;

(5) The animal has not been running at large at the time the bite occurred;

(6) The animal has not been quarantined for a previous bite incident; and

(7) The bite victim agrees to the home quarantine.

(c) Observation of the animal.

The animal control authority or a licensed veterinarian must observe the animal at least on the first and last days of the quarantine period. If the animal becomes ill during the observation period, the person having possession of the animal shall notify the animal control authority as soon as the animal presents with symptoms of any illness.

(d) Destruction of animal.

If the biting animal cannot be maintained in secure quarantine, it shall be humanely destroyed, and the brain submitted to a Texas Department of State Health Services certified laboratory for rabies diagnosis. The owner of the animal may be requested to reimburse the expense of shipping the brain of the animal.

(e) Interruption.

A person commits an offense if the person interrupts the observation period by removing an animal from the quarantine facility approved by the animal control authority. Any interruption of the quarantine by any person shall be just cause for seizure and impoundment of the quarantined animal by the animal control authority.

(f) Release.

(1) An animal that has been quarantined may be released by the local rabies control authority under the following conditions:

(a) At the end of the observation period, if the owner can provide proof that the animal is currently vaccinated;

(b) When all applicable fees have been paid; and

(c) If the animal is not being impounded for legal proceedings.

(g) If, by the end of the observation period, the owner cannot provide proof that the animal is currently vaccinated, the animal control authority will conditionally release the animal with a voucher for rabies vaccination paid for by the animal's owner. The owner commits an offense if (s)he does not provide proof of vaccination to the animal control authority within one (1) business day of the animal's release from quarantine.

(h) Dangerous wild animals.

No dangerous wild animal will be placed in quarantine. Any dangerous wild animal involved in a biting incident will be humanely euthanized and the brain shall be submitted to a Texas Department of State Health Services certified laboratory for rabies diagnosis.

(i) Disposition of unclaimed, quarantined animal.

If the owner of a quarantined animal does not take possession of the animal, it may be disposed of in accordance with section 6-11, and Texas Code § 826.043(d).



**City Council Agenda
December 21, 2023**

Resolution

Action Item

Agenda Description:

Discuss, consider, and possible action on a resolution authorizing participation in North Central Texas Council of Governments' North Texas Share Program.

Background Information:

Texas Share Program (TXShare) is a cooperative purchasing program created by the North Central Texas Council of Governments (NCTCOG). Some of the benefits provided by TXShare include the following: reduced administrative efforts, simplified procurement processes, access to quality contracts and qualified vendors, ability to receive services and products faster, and competitive volume pricing rate.

Financial Information:

There is no cost to the City to use the TXShare contracts.

City Contact and Recommendations:

Marcie Freelen, Finance Director

Staff recommends approval.

Attachments:

1. Resolution
2. Master Interlocal Purchasing Agreement

MASTER INTERLOCAL PURCHASING AGREEMENT

THIS MASTER INTERLOCAL AGREEMENT (“ILA”). made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the “Act”), by and between the North Central Texas Council of Governments, hereinafter referred to as “NCTCOG,” having its principal place of business at 616 Six Flags Drive, Arlington, TX 76011, and _____, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as “Participant,” having its principal place of business at _____.

WHEREAS, NCTCOG is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, NCTCOG is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, NCTCOG has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, Participant has represented that it is an eligible entity under the Act, that is authorized to enter into this Agreement on _____ (Date), and that it desires to contract with NCTCOG on the terms set forth below;

NOW, THEREFORE, NCTCOG and the Participant do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Participant represents and warrants to NCTCOG that (1) it is eligible to contract with NCTCOG under the Act for the purposes recited herein because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency that the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: SCOPE OF SERVICES

The Participant appoints NCTCOG its true and lawful purchasing agent for the purpose of certain products and services (“Products” or “Services”) through the **TXShare** Program. Participants will access the Program through **www.TXShare.org**. All purchases under this Agreement shall comply with applicable Texas competitive bidding statutes as well as the specifications, contract terms and pricing applicable to such purchases. NCTCOG may also serve as a coordinating agent to administer the use of eligible Participant contracts to other participants of TXShare. The eligibility of such contracts will be determined by incorporation of coordinating agent authorization in Participant’s solicitation documents. Title to all products purchased under the TXShare Program shall be held by Participant unless otherwise agreed. Nothing in this Agreement shall preclude the Participant for purchasing Products and/or Services offered in the TXShare Program directly from the vendor/supplier.

ARTICLE 3: PAYMENTS

Upon delivery of goods or services purchased and presentation of property documented invoice, the Participant shall promptly, and in any case within thirty (30) days, pay the contracted provider the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall NCTCOG have any financial liability in the Participant for any goods or services Participant purchase through the TXShare Program.

ARTICLE 4: PERFORMANCE PERIOD

This Agreement shall be effective when signed by the last party whose signing makes the Agreement fully executed and will remain in full force and effect for one (1) year. This Agreement shall automatically renew for successive one-year terms unless sooner terminated in accordance with Article 6 below. Any modifications of this Agreement must comply with the requirements of Article 5 below.

ARTICLE 5: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. NCTCOG reserves the right from time to time to make changes in the scope of products and services offered through the TShare Program.

ARTICLE 6: TERMINATION PROCEDURES

NCTCOG or the Participant may cancel this Agreement for any reason and at any time upon thirty (30) days written notice by certified mail to the other party to this Agreement. The obligation of the Participant to pay for any Service and/or Products purchased under this Agreement, shall survive cancellation, as well as any other Participant costs incurred prior to the effective date of cancellation.

ARTICLE 7: APPLICABLE LAWS

NCTCOG and the Participant agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Agreement.

ARTICLE 8: DISPUTE RESOLUTION

The parties to this Agreement agree to the extent possible and not in contravention of any applicable state or federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration, or any other local dispute mediation process before resorting to litigation.

ARTICLE 9: MISCELLANEOUS

- a. This Agreement has been made under and shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under, or in connection with, this Agreement shall lie exclusively in Tarrant County, Texas.
- b. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entities.
- c. This Agreement and the rights and obligations contained herein may not be assigned by either party without the prior written approval of the other party to this Agreement.

- d. All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.
- e. To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance. In such event, the time for performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation to solely pay funds.
- f. This Agreement and any attachments/addendums, as provided herein, constitute the complete agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

North Central Texas Council of Governments

TXShare

616 Six Flags Drive, Arlington, TX 76011

Name of Participating Agency

NCTCOG Executive Director or Designee

Mailing Address

Signature of Executive Director or Designee

City State Zip

Date

Name and Title of Authorized Official or Designee

Signature

Date

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS
AUTHORIZING PARTICIPATION IN NORTH CENTRAL TEXAS COUNCIL OF
GOVERNMENTS' NORTH TEXAS SHARE PROGRAM; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, the North Central Texas Council of Governments, hereinafter referred to as NCTCOG, is a voluntary association of, by and for local governments organized under Chapter 391 of the Texas Local Government Code and was established to assist local governments in the planning for common needs, cooperating for the mutual benefit, and coordinating for sound regional development; and,

WHEREAS, the NCTCOG established North Texas SHARE as a public sector solution center which includes a cooperative purchasing program for goods and services; and,

WHEREAS, North Texas SHARE procures goods and services in accordance with applicable State laws and regulations regarding contract and procurement proceedings; and,

WHEREAS, the City of Joshua, pursuant to the authority granted under Sections 271.101 to 271.102 of the Local Government Code and Chapter 791 of the Government Code, desires to participate in the North Texas SHARE cooperative purchasing program.

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

The City of Joshua shall be authorized to execute an Interlocal Agreement with NCTCOG to participate in the North Texas SHARE Program and utilize any contract for goods and services available thereunder.

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

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
JOSHUA, TEXAS, THIS 21st DAY OF DECEMBER, 2023.**

Scott Kimble
Mayor

ATTEST:

Alice Holloway
City Secretary



**City Council Agenda
December 21, 2023**

Resolution

Action Item

Agenda Description:

Discuss, consider, and possible action on a resolution adopting the purchasing policy.

Background Information:

In an effort to increase purchasing efficiency and align directly with State requirements, the purchasing policy contains several updates. One of the most significant updates is changing the purchasing thresholds. This policy removes the requirement for purchase orders for expenditures below \$3,000. It also increases the contract amount that must be approved by City Council from \$40,000 to \$50,000 to coincide with the State amount required for a competitive solicitation.

Financial Information:

There is no cost associated with the update of this policy. However, it does offer significant financial value to the City of Joshua by ensuring that staff has clearly defined purchasing procedures and establishes thresholds for the procurement of goods and services.

City Contact and Recommendations:

Marcie Freelen, Finance Director

Staff recommends approval of the purchasing policy.

Attachments:

1. Resolution
2. Draft version of the Purchasing Policy
3. Current version of the Purchasing Policy
4. Red Line version of the Purchasing Policy

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS
ADOPTING THE PURCHASING POLICY OF THE CITY OF JOSHUA, TEXAS;
REPEALING ALL PREVIOUS POLICIES; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City staff of the City of Joshua (the “City”) has recommended that the City adopt a revised purchasing policy aligning City policy with Local Government Code; and

WHEREAS, the City Council has determined that it is in the best interest of the City to approve this policy attached hereto as Exhibit A;

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

SECTION 1. The City Council of the City of Joshua, Texas, hereby adopts the Purchasing Policy set forth as Exhibit A.

SECTION 2. All Resolutions or parts thereof, previous purchasing policies, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of the Resolution shall be and remain controlling as to the matter resolved herein.

SECTION 3. This Resolution shall take effect immediately from and after its passage by the City Council of the City of Joshua, Texas.

PASSED, APPROVED AND ADOPTED, by the affirmative vote of the City Council of the City of Joshua, Texas, this 21st day of December 2023.

Scott Kimble
Mayor

ATTEST:

Alice Holloway
City Secretary



PURCHASING POLICY

City of Joshua, Texas

Effective December 21, 2023

STATEMENT OF GENERAL POLICY

It is the policy of the City of Joshua that all purchasing shall be conducted strictly on the basis of economic and business merit. This policy is intended to promote the best interest of the citizens of the City of Joshua, Texas.

It is important to remember that City purchasing operates in full view of the public. In order to assure an open purchasing process and economy in purchasing, the Joshua City Council has determined that competitive bidding will be used as much as possible in the purchase of goods and services for the City.

The Council proudly supports both local businesses and employers who decide to move their operations into the City. That is why Council supports a 'buy local' procurement policy, providing ongoing benefits to families by keeping jobs and profits in the City and the local economy prosperous and competitive.

The City of Joshua intends to maintain a cost-effective purchasing system conforming to good management practices. To be successful, the system must be backed by proper attitudes and cooperation of not only every department head and official but also every supervisor and employee of the City of Joshua. The establishment and maintenance of a good purchasing system are possible only through cooperative effort.

The purchasing process is not instantaneous. Time is required to complete the steps required by State law. In order to accomplish timely purchasing of products and services at the least cost to the City of Joshua, all departments must cooperate fully. Prior planning and the timely submission of documentation essential to expedite the purchasing process will assure the process is orderly and lawful.

PURCHASING POLICY GOVERNING

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DRAFT

GOVERNING AUTHORITY

The primary governing authority for the City of Joshua's Purchasing Policy shall be the City's Charter in conjunction with Local Government Code Chapter 252, "PURCHASING AND CONTRACTING AUTHORITY OF MUNICIPALITIES". All procurement activity administered by the City of Joshua shall be governed by the Purchasing Policy, in accordance with applicable state and local legal authority. The Mayor and Council shall from time to time review the Purchasing Policy.

PURPOSE AND SCOPE

The Purchasing Policy applies to the procurement activities in all funds of the City of Joshua. All procurement activities for the City shall be administered by the provisions of this policy, with the express intent to promote open and fair conduct in all aspects of the procurement process.

OBJECTIVES

The Finance Department, in coordination with the City Manager, is responsible for ensuring that City departments comply with federal, state, and local statutes regulating competitive sealed bids, competitive sealed proposals, professional services, high technology purchases, cooperative purchases, and emergency and sole-source purchases. The Finance Department may solicit for competitive procurements as required by law, evaluate bids and proposals, and make recommendations to the City Manager. The City Manager will present staff recommendations to the Mayor and City Council for awarding of contracts as needed.

The Finance Department is a functional support department and should be included in all states of acquisition, through planning, ordering, and receiving. This is to ensure compliance with the State of Texas competitive bid statutes and the City's purchasing policies.

The City of Joshua is committed to providing quality service through effective teamwork and communication with City departments and vendors alike, in order to fulfill the purchasing needs of the City in a professional, responsive, and timely manner in compliance with all City policies and applicable federal, state, and local purchasing laws. Public purchasing has the responsibility to obtain the most value for the tax dollar in a fair, efficient, and equitable manner. To achieve this objective the City seeks to foster as much competition as possible. In doing so, we adopt the goal of fairness by ensuring all who wish to compete for the opportunity to sell to the City of Joshua can do so. Our policy is intended to:

1. Give all suppliers full, fair, prompt, and courteous consideration;
2. Encourage open and fair competition;
3. Solicit supplier suggestions in the determination of clear and adequate specifications and standards;
4. Cooperate with suppliers and consider possible difficulties they may encounter; and
5. Observe strict truthfulness and the highest ethics in all transactions and correspondence.

General Duties of the Finance Department

1. Observe and enforce the policy and procedures outlined in the Purchasing Policy, in accordance with applicable state and local legal authority or as directed by the City Manager or designee;

2. Act as an advisor and assist in the formulation of policies and procedures connected with the purchasing activities of the City;
3. Investigate and analyze research done in the field of purchasing by other governmental agencies and by private industry, in an effort to keep abreast of current developments in the fields of purchasing, price, market conditions, and new products;
4. Coordinate, organize, and assist departments in the specification writing process to ensure that specifications are written concisely and are not written exclusively;
5. Join with other governmental agencies in cooperative purchasing plans when it is in the best interest of the City;
6. Receive, open, and evaluate city-wide competitive solicitations;
7. Act in an advisory role as a member on evaluation committees as recommended by the City Manager or requested by the department head;
8. Prepare and coordinate with user departments staff reports recommending the award of competitive solicitations for City Council approval;
9. Combine purchases of similar items whenever possible and practical, to allow for better pricing and establish a more competitive atmosphere;
10. Conduct regular training sessions for employees involved in the purchasing process.

CODE OF ETHICS

By participating in the procurement process, employees of the City of Joshua agree to:

- Avoid the intent and appearance of unethical or compromising practice in relationships, actions, and communications.
- Demonstrate loyalty to the City of Joshua by diligently following the lawful instructions of the employer, using reasonable care, and only authority granted.
- Refrain from any private business or professional activity that would create a conflict between personal interests and the interest of the City of Joshua.
- Refrain from soliciting or accepting money, loans, credits, or prejudicial discounts, and the acceptance of gifts, entertainment, favors, or services from present or potential suppliers that might influence, or appear to influence purchasing decisions.
- Never discriminate unfairly by the dispensing of special favors or privileges to anyone, whether as payment for services or not; and never accept for himself or herself or for family members, favors or benefits under circumstance which might be construed by reasonable persons as influencing the performance of governmental duties.
- Engage in no business with the City of Joshua, directly or indirectly, which is inconsistent with the conscientious performance of governmental duties.
- Handle confidential or proprietary information belonging to employer or suppliers with due care and proper consideration of ethical and legal ramifications and governmental regulations.
- Never use any information gained confidentially in the performance of governmental duties as a means of making private profit.
- Promote positive supplier relationships through courtesy and impartiality in all phases of the purchasing cycle.
- Know and obey the letter and spirit of laws governing the purchasing function and remain alert to the legal ramifications of purchasing decisions.

- Expose corruption and fraud wherever discovered.
- Uphold these principles, ever conscious that public office is a public trust.

COMPETITIVE PURCHASING REQUIREMENTS

Under no circumstances shall split purchasing be used to facilitate sole source or less competitive contract awards, to avoid upper-level approval, or to avoid other applicable bidding requirements or City Council approval.

General Procedures for Purchases

- **Purchasing Cooperative:** Purchasing cooperatives may be used to satisfy the quote/bid requirements. The purchasing cooperative used must be on the City's list of approved purchasing cooperatives. The Finance Department will make available, via its departmental webpage, a current list of approved purchasing cooperatives.
- **Recurring Charges:** Recurring charges may not be placed on an individual's purchasing card. If a recurring charge is set up it must be coordinated through the Finance Department and set up on the Accounts Payable purchasing card.

Procedures for Purchases less than \$3,000

Purchases under \$3,000 may be made either through the Payment Request process or the City's purchasing card (P-card) program.

- **Payment Request Process:** The ordering department selects the vendor, orders and/or picks up the materials, submits a Payment Request Form (PRF) along with an invoice to the Finance Department for payment.
- **P-card Process:** The ordering department selects the vendor, orders and/or picks up the materials, pays via City-issued P-card. Refer to City's P-card program procedure for further explanation of the P-card program.

Procedures for Purchases of \$3,000 to \$50,000

All purchases from \$3,000 to \$50,000 will require approval by the department head and City Manager or designee prior to the Purchase Order being issued.

All purchases from \$3,000 to \$50,000 must be processed in accordance with the following procedure:

- Purchases totaling \$3,000 to \$50,000 must use the Purchase Order process and then the P-card process if there are no credit card processing fees.
- Purchases will require three or more quotes unless the purchase is made from an approved purchasing cooperative.
- Quotes received must be documented properly and included with the Purchase Order request.
- When the ordering department receives the Purchase Order from the Finance Department, the department then places the order and/or picks up the materials.
- After the ordering department receives an invoice, the department must submit the invoice with the Purchase Order to the Finance Department for payment processing.

Historically Underutilized Business - HUB'S

Local Government Code Chapter 252.0215 "COMPETITIVE BIDDING IN RELATION TO HISTORICALLY UNDERUTILIZED BUSINESS", states that a municipality, in making an expenditure of more than \$3,000 but less than \$50,000, shall contact at least two historically underutilized businesses on a rotating basis, based on information provided by the comptroller pursuant to Chapter 2161, Government Code. If the list fails to identify a historically underutilized business in the county in which the municipality is situated, the municipality is exempt from this section.

A "Historically Underutilized Business"...

- is a for-profit entity that has not exceeded the size standards prescribed by 34 TAC §20.23, and has its principal place of business in Texas, and;
- is at least 51% owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman, and/or Service-Disabled Veteran, who reside in Texas and actively participate in the control, operations, and management of the entity's affairs.

The Finance Department will make available, via its departmental webpage, a current list of Johnson County HUB's.

Purchases of more than \$50,000

Except as otherwise exempted by applicable state law, purchases with a total cost of more than \$50,000 must be processed as competitive solicitations (e.g., sealed bids, request for proposals, and requests for offers.) Local Government Code, Subchapter B, Section 252.021 defines the requirements for competitive bids.

Local Government Code, Section 252.062, states:

- (a) A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly makes or authorizes separate, sequential, or component purchases to avoid the competitive bidding requirements of Section 252.021. An offense under this subsection is a Class B misdemeanor.
- (b) A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly violates Section 252.021, other than by conduct described by Subsection (a). An offense under this subsection is a Class B misdemeanor.
- (c) A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly violates this chapter, other than by conduct described by Subsection (a) or (b). An offense under this subsection is a Class C misdemeanor.

A conviction for any of these offenses may result in immediate removal from office or employment.

Award of Bid/Contract

The City Council shall approve award of contracts based on criteria deemed in the best interest of the City and in accordance with State law.

Local Government Code, Section 252.043, States, in part:

- If the competitive sealed bidding requirement applies to the contract for goods or services, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality.
- Before awarding a contract under this section, a municipality must indicate in the bid specifications and requirements that the contract may be awarded either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality.

After the City Council approves the award of a contract, a Purchase Order can be requested from the ordering department.

Change Orders

After the award of the contract, if circumstances change which will alter the scope of work, a change order may be issued to the contract that involves an increase or decrease to the scope of work or amount.

A change order is required if, after the contract has been executed, one or more of the following events occur:

- Changes in plans or specifications are necessary;
- It is necessary to increase or decrease the quantity of work of materials, equipment, or supplies to be furnished.
- Material changes in the scope, quantities, or related work may not be made. A material change is defined as substantial revisions.
- The City Manager may approve an aggregate of written change orders to a contract up to an amount that is the lesser of \$50,000 or 25% of the original contract amount. Written change orders of more than \$50,000 per contract or 25% of the original contract amount must be approved by the City Council. However, per Local Government Code 252.048(d), the sum of all approved change orders, regardless of amount, may not exceed 25% of the original, total contract amount. Any change greater than 25% will require a new solicitation.

Preference for Local Businesses Award of Bid/Contract

State law allows the City to provide a preference for local businesses when awarding bids in specifically authorized situations.

1. If two or more bidders have bids that are identical in nature and amount, with one bidder being a resident of the City and the other bidder or bidders being non-residents, the City Council must

select the resident bidder; unless there is a concern regarding the end product or service to be provided.

2. Another provision, geared towards purchases of tangible items, allows the consideration of a bidder's principal place of business when a City awards a contract. The statute states that:

"In purchasing under this title any real property or personal property that is not affixed to real property, if a local government receives one or more bids from a bidder whose principal place of business is in the local government and whose bid is within three percent (3%) of the lowest bid price received by the local government from a bidder who is not a resident of the local government, the local government may enter into a contract with [either]...the lowest bidder; or...the bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of the contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government."

3. A third provision authorizes cities that are purchasing real property, personal property not affixed to real property, or services (with the exception of certain telecommunications services) to enter into a contract with either: (1) the lowest bidder; or (2) a bidder whose principal place of business is in the City and whose bid is within five percent (5%) of the lowest bid price, if the governing body determines that the local bidder offers the City the best combination of the contract price and additional economic development opportunities, including the employment of residents of the local government and increased tax revenues. This is now limited to contracts for construction services for less than \$100,000.
4. Finally, cities must give a preference to local businesses if there are out-of-state bidders that have bid on the contract and the out-of-state bidder or manufacturer is located in a state that discriminates against out-of-state bidders in its bid awards in favor of local bidders.

Disclosure of Information

Access to bidder-declared trade secrets or confidential information shall be in accordance with the Government Code Chapter 552, the Public Information Act, and applicable City policies implementing this chapter.

Local Government Code Chapter 252.049(b) States:

If provided in a request for proposals, proposals shall be opened in a manner that avoids disclosure of the contents to competing offerors and keeps the proposals secret during negotiations. All proposals are open for public inspection after the contract is awarded, but trade secrets and confidential information in the proposals are not open for public inspection.

Disclosure of Interested Parties

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 to the Government Code. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of “interested parties” at the time the business entity submits the signed contract to the governmental entity.

The Texas Ethics Commission has generated a Form 1295 which requires the disclosure of each “interested party” (as defined by the Ethics Commission Rules). The law applies to a contract of a governmental entity that either:

- (1) Requires an action or vote by the governing body of the entity before the contract may be signed (unless delegated—see Section 46.1 of the TEC Rules) or
- (2) Has a value of at least \$1 million.

Professional Services

Personal and professional services are exempted from the competitive bidding process and are procured through the use of Request for Qualifications (RFQ) documents. The Finance Department is available to consult with departments regarding the preparation of information; however, the presentation of technical and qualifications aspects of personal and/or professional services included in the RFQ documents is the sole responsibility of the requesting department.

Government Code Chapter 2254.003 States:

- (a) A governmental entity may not select a provider of professional services or a group or association of providers or award a contract for the services on the basis of competitive bids submitted for the contract or for the services, but shall make the selection and award:
 - (1) On the basis of demonstrated competence and qualifications to perform the services; and
 - (2) For a fair and reasonable price.
- (b) The professional fees under the contract may not exceed any maximum provided by law.

Government Code Chapter 2254.002 states “Professional Services” means services:

- (A) Within the scope of the practice, as defined by state law, of:
 - (i) Accounting;
 - (ii) Architecture;
 - (iii) Landscape architecture;
 - (iv) Land surveying;
 - (v) Medicine;
 - (vi) Optometry;

- (vii) Professional engineering;
- (viii) Real estate appraising; or
- (ix) Professional nursing; or

(B) Provided in connection with the professional employment or practice of a person who is licensed or registered as:

- (i) A certified public accountant;
- (ii) An architect;
- (iii) A landscape architect;
- (iv) A land surveyor;
- (v) A physician, including a surgeon;
- (vi) An optometrist;
- (vii) A professional engineer;
- (viii) A state-certified or state-licensed real estate appraiser; or
- (ix) A registered nurse.

Automated Information Systems

All requests for computer equipment, software, telecommunications, and related services or supplies should be submitted to the City Manager or designee for review and technical evaluation. Requests will be reviewed for compatibility with other hardware and software and will be compared to comparable alternatives.

Recommendations and comments will include but not be limited to:

- Additional costs incurred because of the purchase;
- Compatibility considerations;
- Cost-effectiveness of the request; and
- Alternatives that would effectively meet the users' needs.

No purchases for computer-related equipment or supplies are allowed without City Manager or designee approval.

Cooperative Purchases

Cooperative purchasing occurs when two or more governmental entities coordinate some or all purchasing efforts to reduce administrative costs, take advantage of quantity discounts, share specifications, and create a heightened awareness of legal requirements. Cooperative purchasing can occur through interlocal agreements, State contracts, piggybacking, and joint purchases.

The following types of cooperative purchases shall be taken advantage of when deemed to be in the City's best interest:

- Interlocal agreement purchases

- State contract purchases
- Piggybacking
- Joint purchases

Emergency Purchases

Valid emergencies are those that occur as a result of the breakdown of equipment which must be kept in operation to maintain the public's safety or health, or whose breakdown would result in the disruption of City operations. When this situation occurs, the department shall contact the City Manager or designee and conduct the procurement of supplies and services in accordance with applicable State codes.

The Texas Legislature exempted certain items from sealed bidding in the Local Government Code Section 252.022(a), including but not limited to:

- (1) a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality;
- (2) a procurement necessary to preserve or protect the public health or safety of the municipality's residents;
- (3) a procurement necessary because of unforeseen damage to public machinery, equipment, or other property;

Sole Source Purchases

Sole-source purchases are items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies as defined by Local Government Code. When a department has identified a specific item with unique features or characteristics essential and necessary to the requesting department and no alternate products are available, a detailed written justification must be provided to the City Manager in advance for review and approval.

Legal Definition

The Texas Legislature exempted certain items from sealed bidding in the Local Government Code Section 252.022(7), a procurement of items that are available from only one source, including:

- (A) Items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies;
- (B) Films, manuscripts, or books;
- (C) Gas, water, and other utility services;
- (D) Captive replacement parts or components for equipment;

(E) Books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and

(F) Management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits.

Recommendation to City Council

The City Manager or designee will present staff recommendations to the Mayor and City Council for awarding of bids and contracts.

LEGAL REQUIREMENTS

City Attorney Approval Requirements

The City Attorney shall review as requested all documents, contracts, and legal instruments in which the City may have an interest unless otherwise determined by the City Attorney. Equipment, materials, supplies, and service contracts bearing any special terms and conditions, other than administrative provisions, not previously approved by the City Attorney, shall be submitted for such approval and must receive approval prior to issuance.

Written agreements and contracts having been once approved by the City Attorney are considered to have been reviewed by the City Attorney for renewal or re-use purposes, unless substantial changes to the terms and conditions have been made.

Interlocal Cooperation

The Interlocal Cooperation Act, Chapter 791 of Government Code authorizes local governments to enter into cooperative purchasing agreements with other jurisdictions such as independent school districts and counties (Local Government Code 271, Subchapter F). Furthermore, the Local Government Code 271, Subchapter D provides for the extension of state contract prices/bids to participating local governments when the General Services Commissions considers it feasible.

Wherever possible, the City of Joshua shall attempt to make use of these interlocal cooperation provisions to meet State purchasing requirements. The City Manager shall have authority to sign interlocal agreements that do not require any expenditure in excess of \$50,000. Expenditures greater than \$50,000 must have approval of the City Council.

Prompt Payment Act

Chapter 2251 of the Government Code stipulates that the City shall pay all payments owed not later than 30 days after the goods or services are received, or the date that the invoice is received and approved, whichever is later. This act also requires that when payment is not made as required, the City shall automatically add interest to the payment at the rate of one percent per month.

Bonding

Chapter 2253 of the Government Code requires bonds for payment and performance of contracts on certain public works projects and sets the standards for when the bonds are required and the amount of the bond.

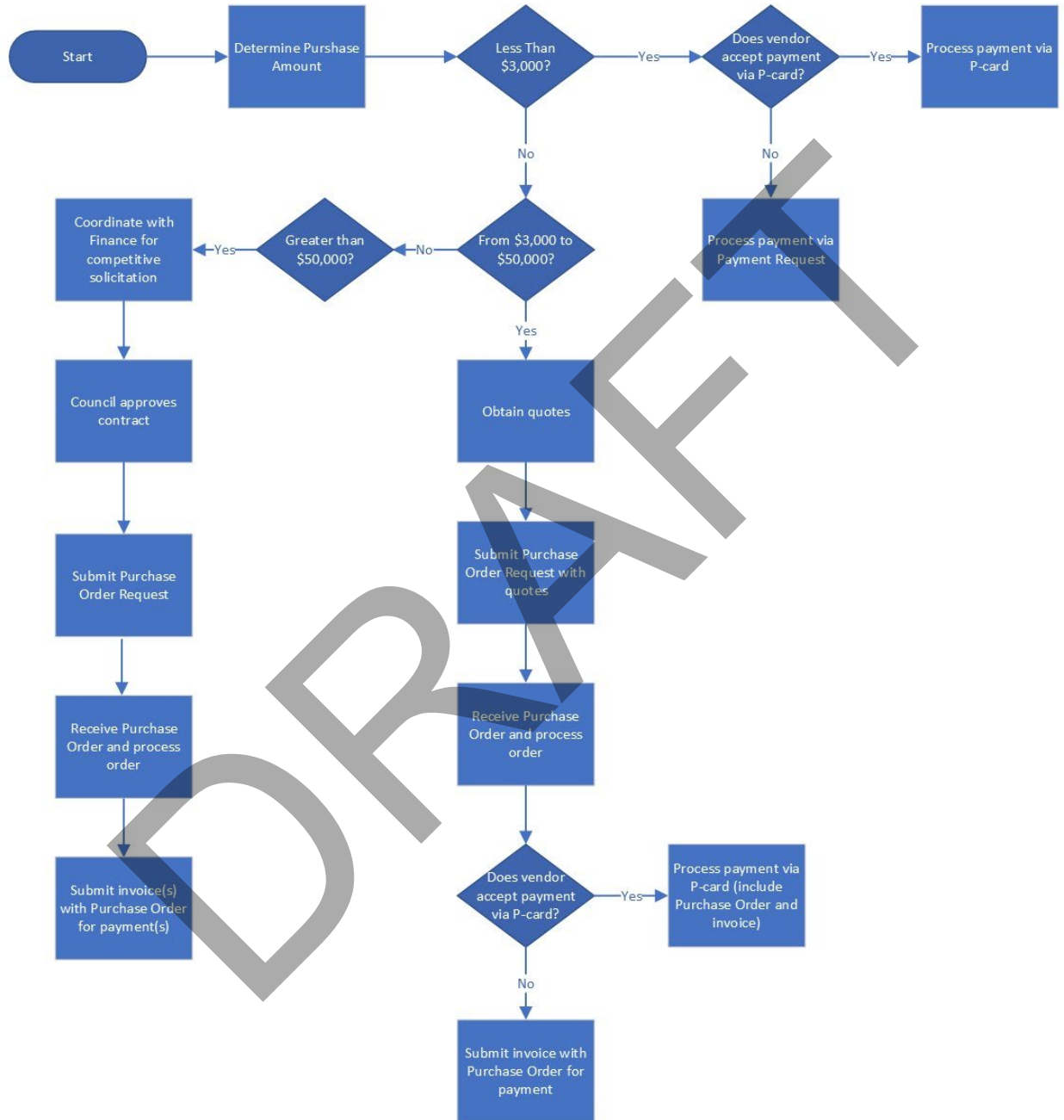
Professional Service Procurement Act

Chapter 2254 of the Government Code states that contracts for the procurement of defined professional services may not be awarded on the basis of bids. Instead, they must be awarded on the basis of demonstrated competence and qualifications, so long as the professional fees are consistent with, and not higher than the published recommended practices and fees of the various professional associations and do not exceed any maximums provided by the law.

Purchasing and Contracting Authority of Municipalities Authority

1. Local Government Code, Chapter 252 has the competitive bidding requirements and the exceptions to competitive bidding. It also provides that certain municipal charter provisions prevail over the statute. It covers areas such as awarding bids, time warrants, changes to plans and specifications, the alternative competitive proposal for goods and services, and criminal penalties for violation of the chapter.
2. Local Government Code, Chapter 271, Subchapter H governs the alternative delivery methods for certain projects. When entering into a contract for the construction of a facility, the City may use alternative methods that provide best value for the City. However, the City must, before advertising, first determine the method that provides best value.

Purchasing Process



Purchasing Policy Acknowledgement

I acknowledge that the Purchasing Policy is available on the Finance Department webpage of the City of Joshua website and understand that I am required to read and abide by the policy. I also understand that it is my responsibility to contact the Finance Department with any questions I may have regarding the policy.

Signature

Print Name

Date

DRAFT



PURCHASING POLICY

City of Joshua, Texas

Effective June 17, 2021

STATEMENT OF GENERAL POLICY

It is the policy of the City of Joshua that all purchasing shall be conducted strictly on the basis of economic and business merit. This policy is intended to promote the best interest of the citizens of the City of Joshua, Texas.

It is important to remember that City purchasing operates in full view of the public. In order to assure an open purchasing process and economy in purchasing, the Joshua City Council has determined that competitive bidding will be used as much as possible in the purchase of goods and services for the City.

The Council proudly supports both local businesses and employers who decide to move their operations into the City. That is why Council supports a 'buy local' procurement policy, providing ongoing benefits to families by keeping jobs and profits in the City and the local economy prosperous and competitive.

The City of Joshua intends to maintain a cost-effective purchasing system conforming to good management practices. To be successful, the system must be backed by proper attitudes and cooperation of not only every department head and official but also every supervisor and employee of the City of Joshua. The establishment and maintenance of a good purchasing system are possible only through cooperative effort.

The purchasing process is not instantaneous. Time is required to complete the steps required by State law. In order to accomplish timely purchasing of products and services at the least cost to the City of Joshua, all departments must cooperate fully. Prior planning and the timely submission of documentation essential to expedite the purchasing process will assure the process is orderly and lawful.

PURCHASING POLICY

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GOVERNING AUTHORITY

The primary governing authority for the City of Joshua's Purchasing Policy shall be the City's Charter in conjunction with Local Government Code Chapter 252, "PURCHASING AND CONTRACTING AUTHORITY OF MUNICIPALITIES". All procurement activity shall be governed by the Purchasing Policy, in accordance with applicable State and Local legal authority. The Mayor and Council shall from time to time review the Purchasing Policy.

PURPOSE AND SCOPE

The Purchasing Policy applies to the procurement activities of the City of Joshua. All procurement activities for the City shall be administered by the provisions of this policy, with the express intent to promote open and fair conduct in all aspects of the procurement process.

OBJECTIVES

The Finance Department and City Secretary, in coordination with the City Manager, is responsible for ensuring that City departments comply with federal, state, and local statutes and ordinances regulating competitive sealed bids, competitive sealed proposals, professional services, high technology purchases, cooperative purchases, and emergency and sole-source purchases. The Finance Department or City Secretary may solicit (Departments may also solicit and make recommendations with City Manager approval) for competitive procurements as required by law, evaluate bids and proposals, and make recommendations to the City Manager. The City Manager will present staff recommendations to the Mayor and City Council for awarding of contracts as needed.

The Finance Department and City Secretary is a functional support department and should be included in all states of acquisition, through planning, ordering, and receiving. This is to ensure compliance with the State of Texas competitive bid statutes and the City's purchasing policies.

The City of Joshua is committed to providing quality service through effective teamwork and communication with City departments and vendors alike, in order to fulfill the purchasing needs of the City in a professional, responsive, and timely manner in compliance with all City policies and applicable federal, state, and local purchasing laws. Public purchasing has the responsibility to obtain the most value for the tax dollar in a fair, efficient, and equitable manner. To achieve this objective the City seeks to foster as much competition as possible. In doing so, we adopt the goal of fairness by ensuring all who wish to compete for the opportunity to sell to the City of Joshua can do so. Our policy is intended to:

1. Give all suppliers full, fair, prompt, and courteous consideration;
2. Encourage open and fair competition;
3. Solicit supplier suggestions in the determination of clear and adequate specifications and standards;
4. Cooperate with suppliers and consider possible difficulties they may encounter; and
5. Observe strict truthfulness and the highest ethics in all transactions and correspondence.

General Duties of the Finance Department and City Secretary

1. Observe and enforce the policy and procedures outlined in the Purchasing Policy, in accordance with applicable state and local legal authority or as directed by the City Manager or designee;

2. Act as an advisor and assist in the formulation of policies and procedures connected with the purchasing activities of the City;
3. Investigate and analyze research done in the field of purchasing by other governmental agencies and by private industry, in an effort to keep abreast of current developments in the fields of purchasing, price, market conditions, and new products;
4. Coordinate, organize, and assist departments in the specification writing process to ensure that specifications are written concisely and are not written exclusively;
5. Join with other governmental agencies in cooperative purchasing plans when it is in the best interest of the City;
6. Receive, open, and evaluate City-wide competitive solicitations;
7. Act in an advisory role as a member on evaluation committees as recommended by the City Manager or requested by the department head;
8. Prepare and coordinate with user departments staff reports recommending the award of competitive solicitations for City Council approval;
9. Combine purchases of similar items whenever possible and practical, to allow for better pricing and establish a more competitive atmosphere;
10. Conduct regular training sessions for employees involved in the purchasing process.

CODE OF ETHICS

By participating in the procurement process, employees of the City of Joshua agree to:

- Avoid the intent and appearance of unethical or compromising practice in relationships, actions, and communications.
- Demonstrate loyalty to the City of Joshua by diligently following the lawful instructions of the employer, using reasonable care, and only authority granted.
- Refrain from any private business or professional activity that would create a conflict between personal interests and the interest of the City of Joshua.
- Refrain from soliciting or accepting money, loans, credits, or prejudicial discounts, and the acceptance of gifts, entertainment, favors, or services from present or potential suppliers that might influence, or appear to influence purchasing decisions.
- Never discriminate unfairly by the dispensing of special favors or privileges to anyone, whether as payment for services or not; and never accept for himself or herself or for family members, favors or benefits under circumstance which might be construed by reasonable persons as influencing the performance of governmental duties.
- Engage in no business with the City of Joshua, directly or indirectly, which is inconsistent with the conscientious performance of governmental duties.
- Handle confidential or proprietary information belonging to employer or suppliers with due care and proper consideration of ethical and legal ramifications and governmental regulations.
- Never use any information gained confidentially in the performance of governmental duties as a means of making private profit.
- Promote positive supplier relationships through courtesy and impartiality in all phases of the purchasing cycle.
- Know and obey the letter and spirit of laws governing the purchasing function and remain alert to the legal ramifications of purchasing decisions.

- Expose corruption and fraud wherever discovered.
- Uphold these principles, ever conscious that public office is a public trust.

COMPETITIVE PURCHASING REQUIREMENTS

Under no circumstances shall split purchasing be used to facilitate sole source or less competitive contract awards, to avoid upper-level approval, or to avoid other applicable bidding requirements or City Council approval.

General Procedures for Purchases

- **Department Designees:** Department designees may have the authority to approve certain requisitions. All department designees must be approved by the City Manager and set up in the financial software to approve requisitions.
- **Requisition Entry:** Dual roles are not permitted. If a user enters a requisition, a different user should approve the requisition.
- **Purchasing Cooperative:** Purchasing Cooperatives may be used to satisfy the quote/bid requirements. The Purchasing Cooperative used must be on the City's list of approved Purchasing Cooperatives. The Finance Department will make available, via its departmental webpage, a current list of approved Purchasing Cooperatives.
- **Recurring Charges:** Recurring charges may not be placed on an individual's P-Card. If a recurring charge is set up it must be coordinated through the Finance Department and set up on the Accounts Payable P-Card.

Procedures for Purchases less than \$500

Purchases under \$500 may be made either through Payment Request process, or via the City's Procurement card (P-card) Program.

- **Requisition to PO process:** The ordering department selects the vendor and sends a PO request to the Finance Department. Once the Requisition is approved a PO is created and the ordering department places the order and/or picks up the materials. This method is only used if a vendor requires a PO number to be given.
- **Payment Request Process:** The ordering department selects the vendor, orders and/or picks up the materials, submits a Payment Request Form (PRF) along with an invoice to the Finance Department for payment.
- **P-card Process:** The ordering department selects the vendor, orders and/or picks up the materials, pays via City-issued credit card. Refer to City's P-card Program Procedure for further explanation of the P-card Program.

Procedures for Purchases of \$500 to \$2,999.99

All Requisitions from \$500 to \$2,999.99 will require approval by the Department Head and City Manager or their designees prior to the Purchase Order being issued.

All purchases greater than \$500 but less than \$2,999.99 must be processed in accordance with the following procedure. Purchases totaling more than \$500 but less than \$2,999.99 must use either the payment request process or the P-card process.

- Departments are encouraged, but not required, to provide two or more quotes unless the purchase is made from an approved Purchasing Cooperative.
- The ordering Department selects the vendor, enters the Requisition in the financial software. Once the Requisition is approved it will be put in queue for a PO to be generated, if a PO is requested. If no PO is requested, a check request must be completed with an attached invoice(s) and sent to the Finance Department for processing. When the ordering Department receives the PO or check request the Department then places the order and/or picks up the materials.

Procedures for Purchases of \$3,000 to \$39,999.99

All Requisitions from \$3,000 to \$39,999.99 will require approval by the department head and City Manager or their designee prior to the Purchase Order being issued or Check Request approval.

All purchases greater than \$3,000 but less than \$39,999.99 must be processed in accordance with the following procedure:

- Purchases totaling more than \$3,000 but less than \$39,999.99 may use the Requisition to PO process, the payment request process, or the P-card process.
- Purchases will require three or more quotes unless the purchase is made from an approved Purchasing Cooperative.
- Quotations received must be documented properly and uploaded to the documents section of the Requisition in the financial software.
- The ordering department selects the vendor, enters the Requisition in the financial software. Once the Requisition is approved it will be put in queue for a PO to be generated, if a PO is requested. If no PO is requested, a check request must be completed with an attached invoice(s) and sent to the Finance Department for processing. When the ordering department receives the PO or check request the department then places the order and/or picks up the materials.

Procedures for Purchases \$40,000 or More

All Requisitions from \$40,000 or more will require approval by the Joshua City Council prior to the Purchase Order or payment being issued.

Purchases totaling more than \$40,000 or more must be processed in accordance with the following procedure:

- Purchases will require three or more quotes unless the purchase is made from an approved Purchasing Cooperative.
- Quotations received must be documented properly and uploaded to the documents section of the Requisition in the financial software.
- The ordering Department selects the vendor with the recommendation of the department head, enters the Requisition in the financial software. Once the Requisition is approved it will be put in queue for a PO to be generated, if a PO is requested. If no PO is requested, a check request must be completed with an attached invoice(s) and sent to the Finance Department for processing. When the ordering Department receives the PO or check request the Department then places the order and/or picks up the materials.

Historically Underutilized Business - HUB'S

Local Government Code Chapter 252.0215 "COMPETITIVE BIDDING IN RELATION TO HISTORICALLY UNDERUTILIZED BUSINESS", states that a municipality, in making an expenditure of more than \$3,000 but less than \$50,000, shall contact at least two historically underutilized businesses on a rotating basis, based on information provided by the comptroller pursuant to Chapter 2161, Government Code. If the list fails to identify a historically underutilized business in the county in which the municipality is situated, the municipality is exempt from this section.

A "Historically Underutilized Business"...

- is a for-profit entity that has not exceeded the size standards prescribed by 34 TAC §20.23, and has its principal place of business in Texas, and;
- is at least 51% owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman, and/or Service-Disabled Veteran, who reside in Texas and actively participate in the control, operations, and management of the entity's affairs.

The Finance Department will make available, via its departmental webpage, a current list of Johnson County HUB's.

Purchases of more than \$50,000

Except as otherwise exempted by applicable state law, requisitions for item(s) whose total cost is more than \$50,000 must be processed as competitive solicitations (e.g., sealed bids, request for proposals, and requests for offers.) Texas Local Government Code, Subchapter B, Section 252.021 defines the requirements for competitive bids.

Texas Local Government Code, Section 252.062, states:

- (a) A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly makes or authorizes separate, sequential, or component purchases to avoid the competitive bidding requirements of Section 252.021. An offense under this subsection is a Class B misdemeanor.
- (b) A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly violates Section 252.021, other than by conduct described by Subsection (a). An offense under this subsection is a Class B misdemeanor.
- (c) A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly violates this chapter, other than by conduct described by Subsection (a) or (b). An offense under this subsection is a Class C misdemeanor.

A conviction for any of these offenses may result in immediate removal from office or employment.

Award of Bid/Contract

The City of Joshua shall award contracts based on criteria deemed in the best interest of the City and in accordance with State law.

Texas Local Government Code, Section 252.043, States, in part:

- If the competitive sealed bidding requirement applies to the contract for goods or services, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality.
- Before awarding a contract under this section, a municipality must indicate in the bid specifications and requirements that the contract may be awarded either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality.

Change Orders

After the award of the contract, if circumstances change which will alter the scope of work, a change order may be issued to the contract that involves an increase or decrease to the scope of work or amount.

A change order is required if, after the contract has been executed, one or more of the following events occur:

- Changes in plans or specifications are necessary;
- It is necessary to increase or decrease the quantity of work of materials, equipment, or supplies to be furnished.
- Material changes in the scope, quantities, or related work may not be made. A material change is defined as substantial revisions. Department Directors may approve written change orders to contracts within their supervision in amounts up to \$25,000 per change order.
- The City Manager may approve written change orders to all contracts in amounts less than \$25,000. Written change orders of more than \$25,000 must be approved by the City Council.

However, per Local Government Code 252.048(d), the sum of all approved change orders, regardless of amount, may not exceed 25% of the original, total contract amount. Any change greater than 25% will require a new solicitation.

Preference for Local Businesses Award of Bid/Contract

State law allows the City to provide a preference for local businesses when awarding bids in specifically authorized situations.

1. If two or more bidders have bids that are identical in nature and amount, with one bidder being a resident of the City and the other bidder or bidders being non-residents, the City Council must select the resident bidder; unless there is a concern regarding the end product or service to be provided.

2. Another provision, geared towards purchases of tangible items, allows the consideration of a bidder's principal place of business when a City awards a contract. The statute states that:

"In purchasing under this title any real property or personal property that is not affixed to real property, if a local government receives one or more bids from a bidder whose principal place of business is in the local government and whose bid is within three percent (3%) of the lowest bid price received by the local government from a bidder who is not a resident of the local government, the local government may enter into a contract with [either]...the lowest bidder; or...the bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of the contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government."

3. A third provision authorizes cities that are purchasing real property, personal property not affixed to real property, or services (with the exception of certain telecommunications services) to enter into a contract with either: (1) the lowest bidder; or (2) a bidder whose principal place of business is in the City and whose bid is within five percent (5%) of the lowest bid price, if the governing body determines that the local bidder offers the City the best combination of the contract price and additional economic development opportunities, including the employment of residents of the local government and increased tax revenues. This is now limited to contracts for construction services for less than \$100,000.
4. Finally, cities must give a preference to local businesses if there are out-of-state bidders that have bid on the contract and the out-of-state bidder or manufacturer is located in a state that discriminates against out-of-state bidders in its bid awards in favor of local bidders.

Disclosure of Information

Access to bidder-declared trade secrets or confidential information shall be in accordance with the Texas Government Code Chapter 552, the Public Information Act, and applicable City policies implementing this chapter.

Texas Local Government Code Chapter 252.049(b) States:

If provided in a request for proposals, proposals shall be opened in a manner that avoids disclosure of the contents to competing offerors and keeps the proposals secret during negotiations. All proposals are open for public inspection after the contract is awarded, but trade secrets and confidential information in the proposals are not open for public inspection.

Disclosure of Interested Parties

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 to the Texas Government Code. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of "interested parties" at the time the business entity submits the signed contract to the governmental entity.

The Texas Ethics Commission has generated a Form 1295 which requires the disclosure of each “interested party” (as defined by the Ethics Commission Rules). The law applies to a contract of a governmental entity that either:

- (1) Requires an action or vote by the governing body of the entity before the contract may be signed (unless delegated—see Section 46.1 of the TEC Rules) or
- (2) Has a value of at least \$1 million.

Professional Services

Personal and professional services are exempted from the competitive bidding process and are procured through the use of Request for Qualifications (RFQ) documents. The Finance Department is available to consult with departments regarding the preparation of information; however, the presentation of technical and qualifications aspects of personal and/or professional services included in the RFQ documents is the sole responsibility of the requesting department.

Texas Local Government Code Chapter 2254.003 States:

- (a) A governmental entity may not select a provider of professional services or a group or association of providers or award a contract for the services on the basis of competitive bids submitted for the contract or for the services, but shall make the selection and award:
 - (1) On the basis of demonstrated competence and qualifications to perform the services; and
 - (2) For a fair and reasonable price.
- (b) The professional fees under the contract may not exceed any maximum provided by law.

Texas Local Government Code Chapter 2254.002 states “Professional Services” means services:

- (A) Within the scope of the practice, as defined by state law, of:
 - (i) Accounting;
 - (ii) Architecture;
 - (iii) Landscape architecture;
 - (iv) Land surveying;
 - (v) Medicine;
 - (vi) Optometry;
 - (vii) Professional engineering;
 - (viii) Real estate appraising; or
 - (ix) Professional nursing; or

(B) Provided in connection with the professional employment or practice of a person who is licensed or registered as:

- (i) A certified public accountant;
- (ii) An architect;
- (iii) A landscape architect;
- (iv) A land surveyor;
- (v) A physician, including a surgeon;
- (vi) An optometrist;
- (vii) A professional engineer;
- (viii) A state-certified or state-licensed real estate appraiser; or
- (ix) A registered nurse.

Automated Information Systems

All requests for computer equipment, software, telecommunications, and related services or supplies should be submitted to the City Manager or designee for review and technical evaluation. Requests will be reviewed for compatibility with other hardware and software and will be compared to comparable alternatives.

Recommendations and comments will include but not be limited to:

- Additional costs incurred because of the purchase;
- Compatibility considerations;
- Cost-effectiveness of the request; and
- Alternatives that would effectively meet the users' needs.

No purchases for computer-related equipment or supplies are allowed without City Manager approval or their designee.

Cooperative Purchases

Cooperative purchasing occurs when two or more governmental entities coordinate some or all purchasing efforts to reduce administrative costs, take advantage of quantity discounts, share specifications, and create a heightened awareness of legal requirements. Cooperative purchasing can occur through inter-local agreements, State contracts, piggybacking, and joint purchases.

The following types of cooperative purchases shall be taken advantage of when deemed to be in the City's best interest:

- Inter-local Agreement Purchases
- State Contract Purchases
- Piggybacking
- Joint Purchases

Emergency Purchases

Valid emergencies are those that occur as a result of the breakdown of equipment which must be kept in operation to maintain the public's safety or health, or whose breakdown would result in the disruption of City operations. When this situation occurs, the department shall contact the City Manager or designee and conduct the procurement of supplies and services in accordance with applicable State and Local Government Codes.

The Texas Legislature exempted certain items from sealed bidding in the Texas Local Government Code Section 252.022(a), including but not limited to:

- (1) a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality;
- (2) a procurement necessary to preserve or protect the public health or safety of the municipality's residents;
- (3) a procurement necessary because of unforeseen damage to public machinery, equipment, or other property;

Sole Source Purchases

Sole-source purchases are items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies as defined by the Local Government Code. When a department has identified a specific item with unique features or characteristics essential and necessary to the requesting department and no alternate products are available, a detailed written justification must be provided to the City Manager in advance for review and approval.

Legal Definition

The legislature exempted certain items from sealed bidding in the Texas Local Government Code Section 252.022(7), a procurement of items that are available from only one source, including:

- (A) Items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies;
- (B) Films, manuscripts, or books;
- (C) Gas, water, and other utility services;
- (D) Captive replacement parts or components for equipment;
- (E) Books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and

(F) Management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits.

Recommendation to City Council

The City Manager or designee will present staff recommendations to the Mayor and City Council for awarding of bids and contracts.

LEGAL REQUIREMENTS

City Attorney Approval Requirements

The City Attorney shall review as requested all documents, contracts, and legal instruments in which the City may have an interest unless otherwise determined by the City Attorney. Equipment, materials, supplies, and service contracts bearing any special terms and conditions, other than administrative provisions, not previously approved by the City Attorney, shall be submitted for such approval and must receive approval prior to issuance.

Written agreements and contracts having been once approved by the City Attorney are considered to have been reviewed by the City Attorney for renewal or re-use purposes, unless substantial changes to the terms and conditions have been made.

Interlocal Cooperation

The Interlocal Cooperation Act, Chapter 791 of Government Code authorizes local governments to enter into cooperative purchasing agreements with other jurisdictions such as independent school districts and counties (Local Government Code 271, Sub-chapter F). Furthermore, the Local Government Code 271, Sub-chapter D provides for the extension of state contract prices/bids to participating local governments when the General Services Commissions considers it feasible.

Wherever possible, the City of Joshua shall attempt to make use of these Interlocal Cooperation provisions to meet State purchasing requirements. The City Manager shall have authority to sign interlocal agreements that do not require any expenditure in excess of \$25,000. Expenditures greater than \$25,000 must have approval of the City Council.

Prompt Payment Act

Chapter 2251 of the Government Code stipulates that the City shall pay all payments owed not later than 30 days after the goods or services are received, or the date that the invoice is received and approved, whichever is later. This act also requires that when payment is not made as required, the City shall automatically add interest to the payment at the rate of one percent per month.

Bonding

Chapter 2253 of the Government Code requires bonds for payment and performance of contracts on certain public works projects and sets the standards for when the bonds are required and the amount of the bond.

Professional Service Procurement Act

Chapter 2254, Government Code states that contracts for the procurement of defined professional services may not be awarded on the basis of bids. Instead, they must be awarded on the basis of demonstrated competence and qualifications, so long as the professional fees are consistent with, and not higher than the published recommended practices and fees of the various professional associations and do not exceed any maximums provided by the law.

Purchasing and Contracting Authority of Municipalities

Authority

1. Local Government Code, Chapter 252 has the competitive bidding requirements and the exceptions to competitive bidding. It also provides that certain municipal charter provisions prevail over the statute. It covers areas such as awarding bids, time warrants, changes to plans and specifications, the alternative competitive proposal for goods and services, and criminal penalties for violation of the chapter.
2. Local Government Code, Chapter 271, Subchapter H governs the alternative delivery methods for certain projects. When entering into a contract for the construction of a facility, the City may use alternative methods that provide best value for the City. However, the City must, before advertising, first determine the method that provides best value.



PURCHASING POLICY

City of Joshua, Texas

Effective ~~December-June 2117~~, 20231

STATEMENT OF GENERAL POLICY

It is the policy of the City of Joshua that all purchasing shall be conducted strictly on the basis of economic and business merit. This policy is intended to promote the best interest of the citizens of the City of Joshua, Texas.

It is important to remember that City purchasing operates in full view of the public. In order to assure an open purchasing process and economy in purchasing, the Joshua City Council has determined that competitive bidding will be used as much as possible in the purchase of goods and services for the City. The Council proudly supports both local businesses and employers who decide to move their operations into the City. That is why Council supports a 'buy local' procurement policy, providing ongoing benefits to families by keeping jobs and profits in the City and the local economy prosperous and competitive.

The City of Joshua intends to maintain a cost-effective purchasing system conforming to good management practices. To be successful, the system must be backed by proper attitudes and cooperation of not only every department head and official but also every supervisor and employee of the City of Joshua. The establishment and maintenance of a good purchasing system are possible only through cooperative effort.

The purchasing process is not instantaneous. Time is required to complete the steps required by State law. In order to accomplish timely purchasing of products and services at the least cost to the City of Joshua, all departments must cooperate fully. Prior planning and the timely submission of documentation essential to expedite the purchasing process will assure the process is orderly and lawful.

PURCHASING POLICY

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GOVERNING AUTHORITY

The primary governing authority for the City of Joshua's Purchasing Policy shall be the City's Charter in conjunction with Local Government Code Chapter 252, "PURCHASING AND CONTRACTING AUTHORITY OF MUNICIPALITIES". All procurement activity administered by the City of Joshua shall be governed by the Purchasing Policy, in accordance with applicable ~~s~~State and ~~l~~ocal legal authority. The Mayor and Council shall from time to time review the Purchasing Policy.

PURPOSE AND SCOPE

The Purchasing Policy applies to the procurement activities in all funds of the City of Joshua. All procurement activities for the City shall be administered by the provisions of this policy, with the express intent to promote open and fair conduct in all aspects of the procurement process.

OBJECTIVES

The Finance Department ~~and City Secretary~~, in coordination with the City Manager, is responsible for ensuring that City departments comply with federal, state, and local statutes and ordinances regulating competitive sealed bids, competitive sealed proposals, professional services, high technology purchases, cooperative purchases, and emergency and sole-source purchases. The Finance Department ~~or City Secretary~~ may solicit ~~(Departments may also solicit and make recommendations with City Manager approval)~~ for competitive procurements as required by law, evaluate bids and proposals, and make

recommendations to the City Manager. The City Manager will present staff recommendations to the Mayor and City Council for awarding of contracts as needed.

The Finance Department ~~and City Secretary~~ is a functional support department and should be included in all states of acquisition, through planning, ordering, and receiving. This is to ensure compliance with the State of Texas competitive bid statutes and the City's purchasing policies.

The City of Joshua is committed to providing quality service through effective teamwork and communication with City departments and vendors alike, in order to fulfill the purchasing needs of the City in a professional, responsive, and timely manner in compliance with all City policies and applicable federal, state, and local purchasing laws. Public purchasing has the responsibility to obtain the most value for the tax dollar in a fair, efficient, and equitable manner. To achieve this objective the City seeks to foster as much competition as possible. In doing so, we adopt the goal of fairness by ensuring all who wish to compete for the opportunity to sell to the City of Joshua can do so. Our policy is intended to:

1. Give all suppliers full, fair, prompt, and courteous consideration;
2. Encourage open and fair competition;
3. Solicit supplier suggestions in the determination of clear and adequate specifications and standards;
4. Cooperate with suppliers and consider possible difficulties they may encounter; and
5. Observe strict truthfulness and the highest ethics in all transactions and correspondence.

General Duties of the Finance Department ~~and City Secretary~~

1. Observe and enforce the policy and procedures outlined in the Purchasing Policy, in accordance with applicable state and local legal authority or as directed by the City Manager or designee;
2. Act as an advisor and assist in the formulation of policies and procedures connected with the purchasing activities of the City;
3. Investigate and analyze research done in the field of purchasing by other governmental agencies and by private industry, in an effort to keep abreast of current developments in the fields of purchasing, price, market conditions, and new products;
4. Coordinate, organize, and assist departments in the specification writing process to ensure that specifications are written concisely and are not written exclusively;
5. Join with other governmental agencies in cooperative purchasing plans when it is in the best interest of the City;
6. Receive, open, and evaluate City-wide competitive solicitations;
7. Act in an advisory role as a member on evaluation committees as recommended by the City Manager or requested by the department head;
8. Prepare and coordinate with user departments staff reports recommending the award of competitive solicitations for City Council approval;
9. Combine purchases of similar items whenever possible and practical, to allow for better pricing and establish a more competitive atmosphere;
10. Conduct regular training sessions for employees involved in the purchasing process.

CODE OF ETHICS

By participating in the procurement process, employees of the City of Joshua agree to:

- Avoid the intent and appearance of unethical or compromising practice in relationships, actions, and communications.
- Demonstrate loyalty to the City of Joshua by diligently following the lawful instructions of the employer, using reasonable care, and only authority granted.
- Refrain from any private business or professional activity that would create a conflict between personal interests and the interest of the City of Joshua.
- Refrain from soliciting or accepting money, loans, credits, or prejudicial discounts, and the acceptance of gifts, entertainment, favors, or services from present or potential suppliers that might influence, or appear to influence purchasing decisions.
- Never discriminate unfairly by the dispensing of special favors or privileges to anyone, whether as payment for services or not; and never accept for himself or herself or for family members, favors or benefits under circumstance which might be construed by reasonable persons as influencing the performance of governmental duties.
- Engage in no business with the City of Joshua, directly or indirectly, which is inconsistent with the conscientious performance of governmental duties.
- Handle confidential or proprietary information belonging to employer or suppliers with due care and proper consideration of ethical and legal ramifications and governmental regulations.
- Never use any information gained confidentially in the performance of governmental duties as a means of making private profit.
- Promote positive supplier relationships through courtesy and impartiality in all phases of the purchasing cycle.
- Know and obey the letter and spirit of laws governing the purchasing function and remain alert to the legal ramifications of purchasing decisions.
- Expose corruption and fraud wherever discovered.
- Uphold these principles, ever conscious that public office is a public trust.

COMPETITIVE PURCHASING REQUIREMENTS

Under no circumstances shall split purchasing be used to facilitate sole source or less competitive contract awards, to avoid upper-level approval, or to avoid other applicable bidding requirements or City Council approval.

General Procedures for Purchases

- ~~• Department Designees: Department designees may have the authority to approve certain requisitions. All department designees must be approved by the City Manager and set up in the financial software to approve requisitions.~~
- ~~• Requisition Entry: Dual roles are not permitted. If a user enters a requisition, a different user should approve the requisition.~~
- Purchasing Cooperative: Purchasing ~~c~~Cooperatives may be used to satisfy the quote/bid requirements. The ~~p~~Purchasing ~~c~~Cooperative used must be on the City's list of approved ~~p~~Purchasing ~~c~~Cooperatives. The Finance Department will make available, via its departmental webpage, a current list of approved ~~p~~Purchasing ~~c~~Cooperatives.

- Recurring Charges: Recurring charges may not be placed on an individual's purchasing cP-Card. If a recurring charge is set up it must be coordinated through the Finance Department and set up on the Accounts Payable purchasing cP-Card.

Procedures for Purchases less than \$3,0500

Purchases under \$3,0500 may be made either through the Payment Request process, or ~~via~~ the City's purchasingProcurement card (P-card) pProgram.

- ~~Requisition to PO process: The ordering department selects the vendor and sends a PO request to the Finance Department. Once the Requisition is approved a PO is created and the ordering department places the order and/or picks up the materials. This method is only used if a vendor requires a PO number to be given.~~
- Payment Request Process: The ordering department selects the vendor, orders and/or picks up the materials, submits a Payment Request Form (PRF) along with an invoice to the Finance Department for payment.
- P-card Process: The ordering department selects the vendor, orders and/or picks up the materials, pays via City-issued Pcredit-card. Refer to City's P-card pProgram pProcedure for further explanation of the P-card pProgram.

Procedures for Purchases of \$500 to \$2,999.99

~~All Requisitions from \$500 to \$2,999.99 will require approval by the Department Head and City Manager or their designees prior to the Purchase Order being issued.~~

~~All purchases greater than \$500 but less than \$2,999.99 must be processed in accordance with the following procedure. Purchases totaling more than \$500 but less than \$2,999.99 must use either the payment request process or the P-card process.~~

- ~~Departments are encouraged, but not required, to provide two or more quotes unless the purchase is made from an approved Purchasing Cooperative.~~
- ~~The ordering Department selects the vendor, enters the Requisition in the financial software. Once the Requisition is approved it will be put in queue for a PO to be generated, if a PO is requested. If no PO is requested, a check request must be completed with an attached invoice(s) and sent to the Finance Department for processing. When the ordering Department receives the PO or check request the Department then places the order and/or picks up the materials.~~

Procedures for Purchases of \$3,000 to \$50,00039,999.99

All purchaseRequisitions from \$3,000 to \$50,00039,999.99 will require approval by the department head and City Manager or ~~their~~ designee prior to the Purchase Order being issued ~~or Check Request approval.~~

All purchases ~~from~~ greater than \$3,000 ~~to~~ but less than \$39,999.9950,000 must be processed in accordance with the following procedure:

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- Purchases totaling ~~more than \$3,000 to but less than \$29,999.99~~ \$50,000 must ~~use the Requisition to PO~~ Purchase Order process, ~~and then the payment request process, or the P-card process if there are no credit card processing fees.~~
- Purchases will require three or more quotes unless the purchase is made from an approved ~~Purchasing C~~ Cooperative.
- ~~Quotations~~ Quotations received must be documented properly and ~~uploaded to~~ included with the ~~documents section of the Requisition in the financial software~~ Purchase Order request.
- ~~The ordering department selects the vendor, enters the Requisition in the financial software. Once the Requisition is approved it will be put in queue for a PO to be generated, if a PO is requested. If no PO is requested, a check request must be completed with an attached invoice(s) and sent to the Finance Department for processing. When the ordering department receives the Purchase Order from the Finance Department, or check request the department then places the order and/or picks up the materials.~~
- ~~After the ordering department receives an invoice, the department must submit the invoice with the Purchase Order to the Finance Department for payment processing.~~

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Procedures for Purchases \$40,000 or More

All Requisitions from \$40,000 or more will require approval by the Joshua City Council prior to the Purchase Order or payment being issued.

Purchases totaling more than \$40,000 or more must be processed in accordance with the following procedure:

- ~~Purchases will require three or more quotes unless the purchase is made from an approved Purchasing Cooperative.~~
- ~~Quotations received must be documented properly and uploaded to the documents section of the Requisition in the financial software.~~
- ~~The ordering Department selects the vendor with the recommendation of the department head, enters the Requisition in the financial software. Once the Requisition is approved it will be put in queue for a PO to be generated, if a PO is requested. If no PO is requested, a check request must be completed with an attached invoice(s) and sent to the Finance Department for processing. When the ordering Department receives the PO or check request the Department then places the order and/or picks up the materials.~~

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Historically Underutilized Business - HUB'S

Local Government Code Chapter 252.0215 "COMPETITIVE BIDDING IN RELATION TO HISTORICALLY UNDERUTILIZED BUSINESS", states that a municipality, in making an expenditure of more than \$3,000 but less than \$50,000, shall contact at least two historically underutilized businesses on a rotating basis, based on information provided by the comptroller pursuant to Chapter 2161, Government Code. If the list fails to identify a historically underutilized business in the county in which the municipality is situated, the municipality is exempt from this section.

A "Historically Underutilized Business" ...

- is a for-profit entity that has not exceeded the size standards prescribed by 34 TAC §20.23, and has its principal place of business in Texas, and;
- is at least 51% owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman, and/or Service-Disabled Veteran, who reside in Texas and actively participate in the control, operations, and management of the entity's affairs.

The Finance Department will make available, via its departmental webpage, a current list of Johnson County HUB's.

Purchases of more than \$50,000

Except as otherwise exempted by applicable state law, ~~purchases with a requisitions for item(s) whose~~ total cost ~~of~~ more than \$50,000 must be processed as competitive solicitations (e.g., sealed bids, request for proposals, and requests for offers.) ~~Texas~~ Local Government Code, Subchapter B, Section 252.021 defines the requirements for competitive bids.

~~Texas~~ Local Government Code, Section 252.062, states:

(a) A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly makes or authorizes separate, sequential, or component purchases to avoid the competitive bidding requirements of Section 252.021. An offense under this subsection is a Class B misdemeanor.

(b) A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly violates Section 252.021, other than by conduct described by Subsection (a). An offense under this subsection is a Class B misdemeanor.

(c) A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly violates this chapter, other than by conduct described by Subsection (a) or (b). An offense under this subsection is a Class C misdemeanor.

A conviction for any of these offenses may result in immediate removal from office or employment.

Award of Bid/Contract

The City ~~of Joshua~~ Council shall ~~approve~~ award ~~of~~ contracts based on criteria deemed in the best interest of the City and in accordance with State law.

~~Texas~~ Local Government Code, Section 252.043, States, in part:

- If the competitive sealed bidding requirement applies to the contract for goods or services, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality.
- Before awarding a contract under this section, a municipality must indicate in the bid specifications and requirements that the contract may be awarded either to the lowest

responsible bidder or to the bidder who provides goods or services at the best value for the municipality.

After the City Council approves the award of a contract, a Purchase Order can be requested from the ordering department.

Change Orders

After the award of the contract, if circumstances change which will alter the scope of work, a change order may be issued to the contract that involves an increase or decrease to the scope of work or amount.

A change order is required if, after the contract has been executed, one or more of the following events occur:

- Changes in plans or specifications are necessary;
- It is necessary to increase or decrease the quantity of work of materials, equipment, or supplies to be furnished.
- Material changes in the scope, quantities, or related work may not be made. A material change is defined as substantial revisions. ~~Department Directors may approve written change orders to contracts within their supervision in amounts up to \$25,000 per change order.~~
- The City Manager may approve an aggregate of written change orders to all contracts up to an amount that is the lesser of \$50,000 or 25% of the original contract amount. in amounts less than \$25,000. Written change orders of more than \$25,000 per contract or 25% of the original contract amount must be approved by the City Council.

However, per Local Government Code 252.048(d), the sum of all approved change orders, regardless of amount, may not exceed 25% of the original, total contract amount. Any change greater than 25% will require a new solicitation.

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Disclosure of Interested Parties

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 to the ~~Texas~~ Government Code. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of "interested parties" at the time the business entity submits the signed contract to the governmental entity.

The Texas Ethics Commission has generated a Form 1295 which requires the disclosure of each “interested party” (as defined by the Ethics Commission Rules). The law applies to a contract of a governmental entity that either:

- (1) Requires an action or vote by the governing body of the entity before the contract may be signed (unless delegated—see Section 46.1 of the TEC Rules) or
- (2) Has a value of at least \$1 million.

Professional Services

Personal and professional services are exempted from the competitive bidding process and are procured through the use of Request for Qualifications (RFQ) documents. The Finance Department is available to consult with departments regarding the preparation of information; however, the presentation of technical and qualifications aspects of personal and/or professional services included in the RFQ documents is the sole responsibility of the requesting department.

~~Texas-Local~~ Government Code Chapter 2254.003 States:

- (a) A governmental entity may not select a provider of professional services or a group or association of providers or award a contract for the services on the basis of competitive bids submitted for the contract or for the services, but shall make the selection and award:
 - (1) On the basis of demonstrated competence and qualifications to perform the services; and
 - (2) For a fair and reasonable price.
- (b) The professional fees under the contract may not exceed any maximum provided by law.

~~Texas-Local~~ Government Code Chapter 2254.002 states “Professional Services” means services:

- (A) Within the scope of the practice, as defined by state law, of:
 - (i) Accounting;
 - (ii) Architecture;
 - (iii) Landscape architecture;
 - (iv) Land surveying;
 - (v) Medicine;
 - (vi) Optometry;
 - (vii) Professional engineering;
 - (viii) Real estate appraising; or
 - (ix) Professional nursing; or
- (B) Provided in connection with the professional employment or practice of a person who is licensed or registered as:

- (i) A certified public accountant;
- (ii) An architect;
- (iii) A landscape architect;
- (iv) A land surveyor;
- (v) A physician, including a surgeon;
- (vi) An optometrist;
- (vii) A professional engineer;
- (viii) A state-certified or state-licensed real estate appraiser; or
- (ix) A registered nurse.

Automated Information Systems

All requests for computer equipment, software, telecommunications, and related services or supplies should be submitted to the City Manager or designee for review and technical evaluation. Requests will be reviewed for compatibility with other hardware and software and will be compared to comparable alternatives.

Recommendations and comments will include but not be limited to:

- Additional costs incurred because of the purchase;
- Compatibility considerations;
- Cost-effectiveness of the request; and
- Alternatives that would effectively meet the users' needs.

No purchases for computer-related equipment or supplies are allowed without City Manager or designee approval ~~or their designee~~.

Cooperative Purchases

Cooperative purchasing occurs when two or more governmental entities coordinate some or all purchasing efforts to reduce administrative costs, take advantage of quantity discounts, share specifications, and create a heightened awareness of legal requirements. Cooperative purchasing can occur through inter-local agreements, State contracts, piggybacking, and joint purchases.

The following types of cooperative purchases shall be taken advantage of when deemed to be in the City's best interest:

- Inter-local ~~a~~Agreement ~~p~~Purchases
- State ~~c~~Contract ~~p~~Purchases
- Piggybacking
- Joint ~~p~~Purchases

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Emergency Purchases

Valid emergencies are those that occur as a result of the breakdown of equipment which must be kept in operation to maintain the public's safety or health, or whose breakdown would result in the disruption of City operations. When this situation occurs, the department shall contact the City Manager or designee and conduct the procurement of supplies and services in accordance with applicable State ~~and~~ ~~Local Government~~ Codes.

The Texas Legislature exempted certain items from sealed bidding in the ~~Texas~~ Local Government Code Section 252.022(a), including but not limited to:

- (1) a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality;
- (2) a procurement necessary to preserve or protect the public health or safety of the municipality's residents;
- (3) a procurement necessary because of unforeseen damage to public machinery, equipment, or other property;

Sole Source Purchases

Sole-source purchases are items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies as defined by the Local Government Code. When a department has identified a specific item with unique features or characteristics essential and necessary to the requesting department and no alternate products are available, a detailed written justification must be provided to the City Manager in advance for review and approval.

Legal Definition

The ~~Texas~~ Legislature exempted certain items from sealed bidding in the ~~Texas~~ Local Government Code Section 252.022(7), a procurement of items that are available from only one source, including:

- (A) Items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies;
- (B) Films, manuscripts, or books;
- (C) Gas, water, and other utility services;
- (D) Captive replacement parts or components for equipment;
- (E) Books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and

(F) Management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits.

Recommendation to City Council

The City Manager or designee will present staff recommendations to the Mayor and City Council for awarding of bids and contracts.

LEGAL REQUIREMENTS

City Attorney Approval Requirements

The City Attorney shall review as requested all documents, contracts, and legal instruments in which the City may have an interest unless otherwise determined by the City Attorney. Equipment, materials, supplies, and service contracts bearing any special terms and conditions, other than administrative provisions, not previously approved by the City Attorney, shall be submitted for such approval and must receive approval prior to issuance.

Written agreements and contracts having been once approved by the City Attorney are considered to have been reviewed by the City Attorney for renewal or re-use purposes, unless substantial changes to the terms and conditions have been made.

Interlocal Cooperation

The Interlocal Cooperation Act, Chapter 791 of Government Code authorizes local governments to enter into cooperative purchasing agreements with other jurisdictions such as independent school districts and counties (Local Government Code 271, Sub-chapter F). Furthermore, the Local Government Code 271, Sub-chapter D provides for the extension of state contract prices/bids to participating local governments when the General Services Commissions considers it feasible.

Wherever possible, the City of Joshua shall attempt to make use of these ~~interlocal~~ ~~cooperation~~ provisions to meet State purchasing requirements. The City Manager shall have authority to sign interlocal agreements that do not require any expenditure in excess of \$~~250~~,000. Expenditures greater than \$~~250~~,000 must have approval of the City Council.

Prompt Payment Act

Chapter 2251 of the Government Code stipulates that the City shall pay all payments owed not later than 30 days after the goods or services are received, or the date that the invoice is received and approved, whichever is later. This act also requires that when payment is not made as required, the City shall automatically add interest to the payment at the rate of one percent per month.

Bonding

Chapter 2253 of the Government Code requires bonds for payment and performance of contracts on certain public works projects and sets the standards for when the bonds are required and the amount of the bond.

Professional Service Procurement Act

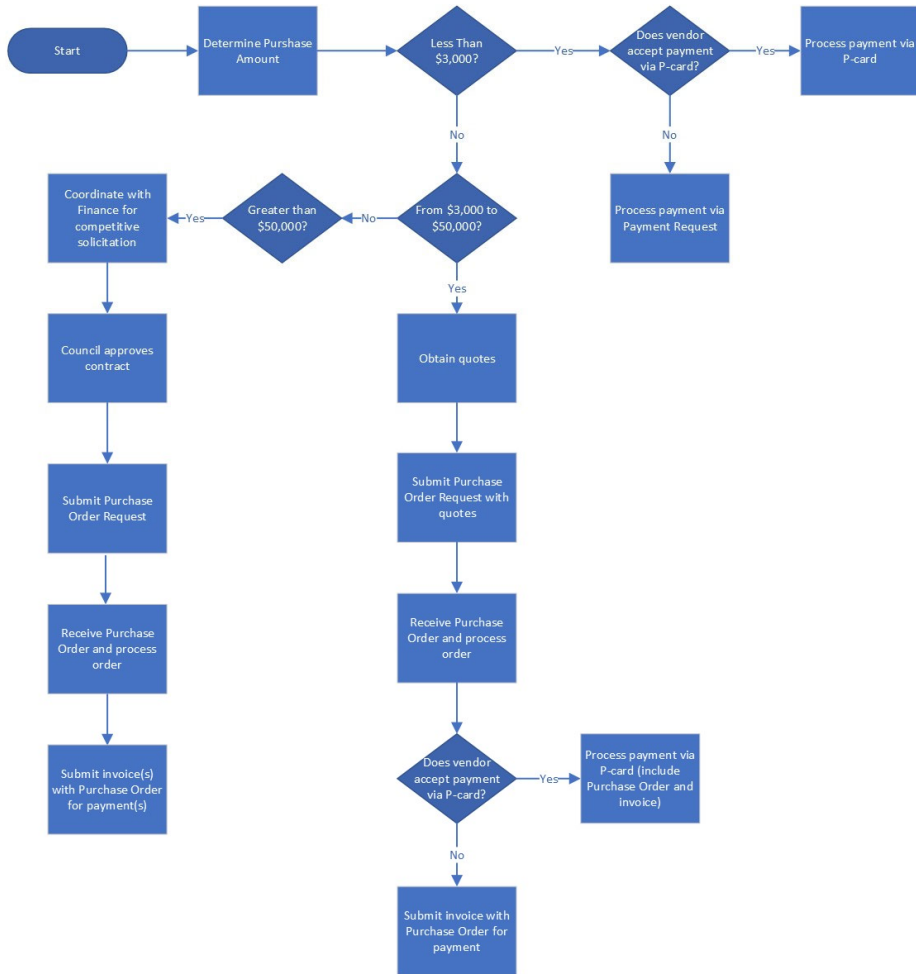
Chapter 2254 ~~of the~~ Government Code states that contracts for the procurement of defined professional services may not be awarded on the basis of bids. Instead, they must be awarded on the basis of demonstrated competence and qualifications, so long as the professional fees are consistent with, and not higher than the published recommended practices and fees of the various professional associations and do not exceed any maximums provided by the law.

Purchasing and Contracting Authority of Municipalities

Authority

1. Local Government Code, Chapter 252 has the competitive bidding requirements and the exceptions to competitive bidding. It also provides that certain municipal charter provisions prevail over the statute. It covers areas such as awarding bids, time warrants, changes to plans and specifications, the alternative competitive proposal for goods and services, and criminal penalties for violation of the chapter.
2. Local Government Code, Chapter 271, Subchapter H governs the alternative delivery methods for certain projects. When entering into a contract for the construction of a facility, the City may use alternative methods that provide best value for the City. However, the City must, before advertising, first determine the method that provides best value.

Purchasing Process



Purchasing Policy Acknowledgement

I acknowledge that the Purchasing Policy is available on the Finance Department webpage of the City of Joshua website and understand that I am required to read and abide by the policy. I also understand that it is my responsibility to contact the Finance Department with any questions I may have regarding the policy.

Signature

Print Name

Date



**City Council Agenda
12-21-2023**

Minutes Resolution

Action Item

Agenda Description:

Discuss, consider, and possible action on approval of disbursement of \$200,000 toward professional services and construction of the Station 1-7-4 project.

Background Information:

Station 1-7-4 is a 4.87-acre project designed to provide an opportunity for affordable commercial retail lease space for small business startups while creating a unique customer destination shopping experience. This concept will help entrepreneurs grow their businesses and help fuel economic growth within the City of Joshua. This is a unique concept and the first of its kind in the DFW area.

This will include small boutique rental spaces for artisans, candles, jewelry, hand-crafted items, and anything retail. Spaces for food trucks with an outdoor seating area to eat, and a large open green space for concerts and community events with an elevated beverage bar.

Financial Information:

The requested funds will be used for professional services including engineering, architecture, and phase one of construction.

City Contact and Recommendations:

Molly Martin, staff recommends the approval of the recommended disbursement.

Attachments:

- N/A



Joshua Police Department



Item 1.

November 2023

The Joshua Police Department received notification; the agency was re-accredited by the Texas Police Chiefs Association. Assistant Chief James Fuller of the Brownwood Police Department conducted a two-day onsite review of the police department. The police department was found to be in compliance with 172 standards prescribed by TPCA. The re-accreditation is for a four-year period. A formal presentation will take place during a future council meeting and at the TPCA conference in March of 2024.

The police department was also subject to a TLETS audit this month. An auditor from the Texas Department of Public Safety was onsite to review our practices and procedures relating to criminal justice information. The police department passed the audit with no deficiencies noted.

The department ramped up efforts to fill vacancies left by Officer Tytler Smith and Officer Chris King. Both officers tendered their resignations in November to return to the Hood County Sheriff's Office. The department has received interest in our vacancies. The department did make a conditional offer to an applicant currently serving with the Galveston Police Department. The department is working on additional backgrounds for the remaining vacancies.

With the vacancies, the department did rearrange its structure to include moving our dedicated traffic officer to a patrol shift. The members of the police department have taken the temporary staffing shortage in stride and morale remains high within the department.

Operations

Category	November 2023	November 2022	2023 year to date
Dispatched Calls	222	196	2,596
Arrests	4	10	112
Crash Reports	4	5	45
Traffic Stops	392	530	5,841
Citations	253	143	3,222
Outside LE Agency Assist	11	7	121
Reports	42	44	519

K9

Officer Tyler Smith tendered his resignation in November. K9 Basco is in the care of Detective Drambareanu until a replacement K9 Handler is appointed.



Joshua Police Department



Item 1.

Investigations

Category	November 2023	November 2022	2023 year to date
Crimes Against Persons	6	1	52
Property Crime (Thefts, Damage)	9	10	118
Other (Drug or Alch/Missing/Deceased)	6	28	164

Code Enforcement

Violations	
Grass & Weeds	34
Administrative Contact	1
Unapproved Parking Surface	1
Certificate of Occupancy	1
Junk & Debris	1
Accessory Building/Carport	1
Sign Violations	10

Training

Det. Drambareanu attended the Texas Association of Property and Evidence Inventory Technicians conference in San Marcos. The conference allowed Det. Drambareanu to receive her intermediate certification as a property and evidence technician. Sgt.'s Lee and Session attended the second session of the three-week TPCA Developing Leaders for Law Enforcement training. Chief Gelsthorpe and Commander Fullagar attended a Traffic Incident Management for Executives seminar and Chief Gelsthorpe completed the Municipal Finance for Non-Finance Managers training at NCTCOG.

Community Events/Outreach

Event	Date
Child Advocacy Center Board of Directors	November 1 st
TxDOT Winter Preparations	November 7 th
Crime Stoppers	November 14 th
JISD District Safety/Security Meeting	November 9 th



Joshua Fire Department Monthly Activity Report

November 2023

PERSONNEL & RECENT ACTIVITIES

Volunteer Nick Shotwell completed fire academy training and graduated from his boot camp at Training Division in Crowley. Nick is a very dedicated volunteer and we expect great accomplishments from him in the future,



Fire Marshal Gage Noblitt has completed the second half of Fire Marshal professional development at Sam Houston State University.

The new Tanker 77 will be delivered sometime in December.



EMERGENCY RESPONSE

The County has changed emergency incident reporting software from the former Emergency Reporting to ESO. We began using the new software on October 10. We have contacted ESO support to determine how to export detailed incident data, but so far they have not been able to provide the instructions.

JOSHUA FIRE DEPARTMENT EMERGENCY RESPONSE STATISTICS							
YEAR:	2023	MONTH:	November				
CITY INCIDENTS	November	YTD		COUNTY INCIDENTS		Novem-ber	YTD
TOTAL CITY	84	988		TOTAL COUNTY		12	301
STAFFING	October	YTD		TOTAL INCI-DENTS		96	1289
INADEQUATE	0	0					
MISSED CALLS	0	0		Mutual/Auto Aid	Novem-ber	YTD	
				MA RECEIVED	2	46	
RESP TIMES	October	November		AA RECEIVED	0	35	
JOSHUA	6:00	5:28					
COUNTY	12:19	7:03					
NO-RESP 2nd CALL	November	YTD					
	1	13					

Continued next page

FIRE MARSHAL'S OFFICE.**FIRE INSPECTIONS****Inspection Result for Inspection Type for Date Range**

InspectionType: All Types | Start Date: 11/01/2023 | End Date: 11/30/2023

ID	OCCUPANCY	DATE	INSPECTOR	INSP. RESULTS	NOTES
Inspection Type: Complaint					
Mariposa 2017 - 1	Mariposa Apartment Complex	11/16/2023	Noblitt, Gage	Correction Notice Issued	
Total # Inspections for: Complaint: 1					
Inspection Type: Reinspection					
SONI01	Sonic Drive In	11/03/2023	Noblitt, Gage	Passed	
	Hair with a Flair Salon	11/16/2023	Noblitt, Gage	Passed with Comments	
Total # Inspections for: Reinspection: 2					
Inspection Type: Visual Fire Line Inspection					
JL-2021	Joshua Landing	11/15/2023	Noblitt, Gage	Passed	
Total # Inspections for: Visual Fire Line Inspection: 1					
TOTAL # INSPECTIONS: 4					

TRAINING

We are continuing the application process for Training Facility certification for the department. AN application has been submitted to obtain certification to instruct Fire Officer levels 1 & 2 and Fire Instructor levels 1 & 2 classes. The ability to teach in-house classes will provide flexibility and reduce overtime costs and provide training for out-side agencies.

Personnel constructed a mock roof (below image) for ventilation training using chainsaws and axes. Providing a realistic training environment helps prepare firefighters for real life situations and increases success and safety.

DATE	TOPIC	HOURS
11/01	New Tanker Review	4
11/08	Turbo-jet Drafting	4
11/15	EMS CEs	4



City of Joshua
Municipal Court Council Report
From 11/1/2023 to 11/30/2023

12/1/2023 10:1

Item 3.

Violations by Type

Traffic	Penal	City Ordinance	Parking	Other	Total
236	3	9	0	5	253

Financial

State Fees	Court Costs	Fines	Tech Fund	Building Security	Total
\$19,176.26	\$8,023.46	\$14,643.20	\$861.88	\$1,050.35	\$43,755.15

Warrants

Issued	Served	Closed	Total
0	0	10	10

FTAs/VPTAs

FTAs	VPTAs	Total
0	0	0

Dispositions

Paid	Non-Cash Credit	Dismissed	Driver Safety	Deferred	Total
110	0	85	57	107	359

Trials & Hearings

Jury	Bench	Appeal	Total
0	0	0	0

Omni/Scofflaw/Collection

Omni	Scofflaw	Collections	Total
113	0	113	226

Public Works Monthly Team Status Report

For The Month Of November 2023

Completed Items

Date Received	Work Order	Finish Date	Notes
11/1/2023	Angus and College St	11/2/2023	Recondition drainage swale.
11/1/2023	City Wide	11/1/2023	Traffic sign repairs.
11/2/2023	101 16th St	11/2/2023	Drive tie repair.
11/3/2023	605 Rosewood	11/28/2023	Excavate, stabilize and asphalt street 25 tons.
11/7/2028	Joshua Fire Station	11/8/2023	Backfill drainage flume.
11/9/2023	Service Center	11/13/2023	Prepare office for paint.
11/14/2023	312 Gregory St	11/15/2023	Remove debris pile from lot.
11/16/2023	700 W Sheila	11/22/2023	Excavate, stabilize and pour concrete.
11/17/2023	1225 Stadium Dr	11/17/2023	Fill void in road edge.
11/21/2023	Honey Bee Cir	11/21/2023	Excavate street failure and stabilize with base.
11/22/2023	City Wide	11/22/2023	Repair potholes in city street's.
11/27/2023	Bentley Dr	11/27/2023	Install speed hump and traffic signs.
11/28/2023	Service Center	11/28/2023	PM equipment.
11/29/2023	Independence Dr and caddo Rd	11/29/2023	Repair drive entrance to neighborhood.
11/30/2023	Caddo Rd and Santa Fe St	11/30/2023	Remove tree debris from ROW.

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		Set out traffic counter and gather data
Year Round	Development		SW3P Inspections

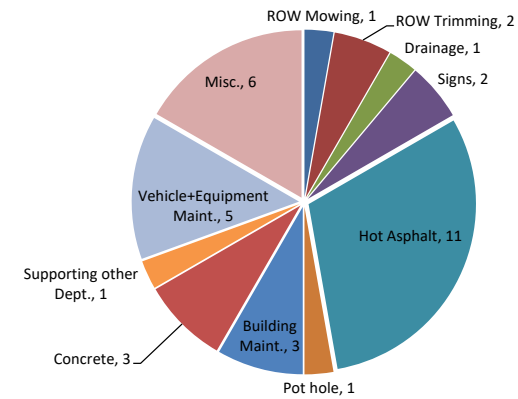
Assigned But Not Yet Started

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

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

Chart reflects one per daily occurrence

ROW Mowing	1
ROW Trimming	2
Drainage	1
Signs	2
Hot Asphalt	11
Pot hole	1
Building Maint.	3
Concrete	3
Emergency Services	0
Crack Seal	0
Safety Meeting/Classes	0
Supporting other Dept.	1
Vehicle+Equipment Maint.	5
Misc.	6



Building Inspection Report

NOVEMBER	2023	2022	YTD 2023	YTD 2022
Building	94	75	698	766
Electrical	55	54	463	492
Plumbing	39	74	562	439
Mechanical	30	42	198	189
Re-Inspections	19	53	264	346
Certificate of Occupancy	1	1	14	25
Certificate of Occupancy Re-Inspection	0	3	12	12
<i>Total # of Inspections</i>	238	302	2211	2267
Plan Review	16	11	230	158

Building Permit Report

NOVEMBER	2023	2022	YTD 2023	YTD 2022
Building	23	15	360	266
Electrical	11	8	188	198
Plumbing	12	9	190	151
Mechanical	4	9	139	87
Permanent Sign	2	2	9	16
Temporary Sign	1	1	17	16
Certificate of Occupancy	1	2	4	24
Swimming Pool	1	0	4	18
Sprinkler System	4	3	94	57
Solicitor	0	0	13	3
Contractor Registration	22	13	293	221
MHP Registration	0	0	3	1
Total # of Permits	81	62	1314	1058

New Businesses Report November 2023

New Businesses (Certificate of Occupancy Issued)	Address
Future New Businesses (Applied for Certificate of Occupancy not completed)	Address
Premier Commercial Collision	1570 N. Main Street
Crossroads Fellowship	311 Veatch Street
New CO Issued for existing Business (New Owner, New Location, Name change,etc)	Address
Lucky Food Mart	401 N Boradway

Montly Shelter Statistics 2023-2024

		Shelter Statistics						Medical Tests & Results			
		Visitors	Volunteer Hours	Community Service Hours	Phone Calls	Microchips Given	Owner Surrender	Total Heartworm Tests	Tested Heartworm Positive	Total FeLV Tests	Tested FeLV Positive
2023-2024 General Stats	Live Release Rate*										
October	100%	315	52	148	419	32	1	2	0	0	0
November	85%	232	66	108	427	24	4	0	0	0	0
December	#DIV/0!										
January	#DIV/0!										
February	#DIV/0!										
March	#DIV/0!										
April	#DIV/0!										
May	#DIV/0!										
June	#DIV/0!										
July	#DIV/0!										
August	#DIV/0!										
September	#DIV/0!										
Annual Total		547	118	256	846	56	5	2	0	0	0
Annual Average		273.5	59	128	423	28	2.5	1	0	0	0
2022-2023 General Stats											
October	100%	165	0	60	350	15	11	0	0	0	0
November	100%	192	0	95	365	23	6	0	0	0	0
December	100%	159	2.5	70	467	24	5	0	0	0	0
January	100%	168	0	36	436	25	1	2	0	0	0
February	100%	150	0	36	498	22	7	0	0	0	0
March	100%	212	5.5	86	512	13	1	0	0	0	0
April	100%	221	5	105	401	22	6	3	0	0	0
May	100%	229	6	166	532	38	1	1	0	0	0
June	100%	222	16	90	652	32	7	1	1	0	0
July	100%	208	45	212	510	28	2	4	1	0	0
August	100%	293	67	118	437	39	8	2	0	2	1
September	100%	236	30	78	448	46	23	3	0	0	0
Total		2455	177	1152	5608	327	78	16	2	2	1
Average		204.5833333	14.75	96	467.3333333	27.25	6.5	1.333333333	0.166666667	0.166666667	0.083333333

Patrol Hours

Patrol Month	H. Braymer	A Timmons	K Gelsthorpe
October	3	3	3
November	3	3	3
December			
January			
February			
March			
April			
May			
June			
July			
August			
September			
Annual Total	3	3	3
Annual Average	3	3	3
Year Prior			
October	0	0	0
November	0	0	0
December	0	3	4
January	0	0	0
February	0	2	2
March	0	3	3
April	0	0	4
May	1	1	3
June	2	2	2
July	3	2	3
August	3	3	3
September	9	16	24
Annual Total	0.818181818	1.454545455	2.181818182
Annual Average			

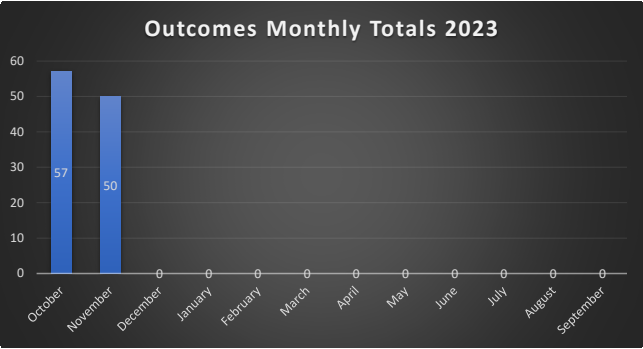
*Live Release = (Total intake - EU for space) / Total intake

Calls & Citations

ACO Statistics	Field Cases by Officer						Actions Taken by Officer		Citation Breakdown															
	Total Calls (PetPoint)	Total Calls (Field Call Logs)	H. Braymer	A. Timmons	K. Gelsthorpe	Total Cases	Warnings Written	Citations Issued	Barking	RV Proof	RV Tag	Livestock	Failure to Sterilize	At Large	Animal in Vehicle	Animal Sales	Cruelty	Over Limit	Food/H2O/Shelter/Vet	Quarantine	Dangerous Dog	Interference	Tethering	Defecation on Public/Private Property
October	34	34	18	8	8	71	0	38	0	20	0	0	17	0	0	0	0	0	0	0	0	1	0	0
November	37	37	13	12	12	37	2	5	0	1	0	0	1	1	2	0	0	0	0	0	0	0	0	0
December						0																		
January						0																		
February						0																		
March						0																		
April						0																		
May						0																		
June						0																		
July						0																		
August						0																		
September						71																		
Annual Total	71		31	20	20			43	0	21	0	0	1	18	2	0	0	0	0	0	0	0	1	0
Annual Average	35.50		15.50	10.00	10.00			21.50	0.00	10.50	0.00	0.50	9.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.50	0.00	0.00
2022-2023 Prior Year																								
October	15		0	0	14	15	4	4	0	0	1	1	1	1	0	0	0	0	0	0	0	0	0	0
November	10		0	0	7	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
December	23		0	7	16	23	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
January	17		0	0	15	17	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
February	20		0	2	18	20	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
March	40		0	3	17	40	2	33	0	14	0	0	14	3	0	0	2	0	0	0	0	0	0	0
April	33		0	9	11	33	0	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
May	13		0	1	12	35	0	4	0	2	0	0	0	2	0	0	0	0	0	0	0	0	0	0
June	22		0	0	22	22	3	4	0	0	0	0	0	2	0	0	2	0	0	0	0	0	0	0
July	76		19	1	15	76	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
August	41		15	9	17	41	1	3	0	0	0	0	0	0	0	0	0	0	0	3	0	0	0	0
September	60		22	14	24	350	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Annual Total	370		56	46	188			64	0	16	1	1	15	8	0	0	4	0	0	3	0	0	0	0
Annual Average	30.83		4.67	3.83	15.67			5.33	0.00	1.33	0.08	0.08	1.25	0.67	0.00	0.00	0.33	0.00	0.00	0.25	0.00	0.00	0.00	0.00

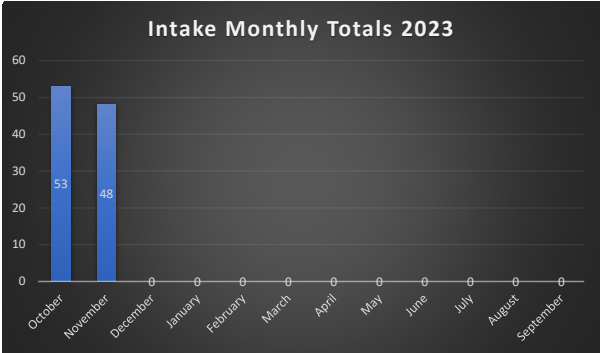
Outcome Statistics

	Outcome by Species						Outcome by Type										Offsite Adoption Events		Transfer Out (Rescue) by Species				Adoptions by Species				
	Outcome Total	Cat	Dog	Feral Cat	Other	Wildlife	Total Intake	Adoption	Died/DOA	Euthanasia	Return to Owner	Transfer Out	Wildlife	Returned in the Field	Total Outcome by Type	Total Events	Total Adoptions	Cat	Dog	Other	Check (Transfer Out)	Barn Cat	Cat	Dog	Other	Total Adoptions	
2023-2024 Animal Outcome																											
October	57	33	24	0	0	0	57	36	0	4	3	14	0	0	57	1	1	1	0	0	1	0	24	12	0	36	
November	50	14	29	0	6	1	50	34	0	7	7	1	1	0	50	0	0	0	0	0	0	0	13	15	6	34	
December	0						0								0						0					0	
January	0						0								0						0					0	
February	0						0								0						0					0	
March	0						0								0						0					0	
April	0						0								0						0					0	
May	0						0								0						0					0	
June	0						0								0						0					0	
July	0						0								0						0					0	
August	0						0								0						0					0	
September	0						0								0						0					0	
Annual Total	107	47	53	0	6	1	107	70	0	11	10	15	1	0		1	1	1	0	0	1	0	37	27	6	70	
Annual Average	9	24	27	0	3	1	53.5	35	0	6	5	8	1	0		1	1	1	0	0	0	0	19	14	3	6	
2022-2023 Animal Outcome																											
October	24	10	14	0	0	0	24	15	0	2	5	2	0	0	24	1	3	0	2	0	2	0	9	6	0	15	
November	32	17	15	0	0	0	32	23	0	0	5	4	0	0	32	1	5	3	1	0	4	0	14	9	0	23	
December	37	11	26	0	0	0	37	23	0	1	9	4	0	0	37	1	5	2	2	0	4	0	8	15	0	23	
January	29	10	19	0	0	0	29	24	1	0	2	2	0	0	29	0	0	0	1	0	1	0	9	15	0	24	
February	32	12	20	0	0	0	32	26	0	1	4	1	0	0	32	0	0	0	RTO in field is located on Officer		0	0	12	14	0	26	
March	42	15	27	0	0	0	42	17	0	4	10	11	0	0	42	0	0	8			11	0	5	12	0	17	
April	27	7	18	2	0	0	27	16	0	1	6	4	0	0	27	1	9	4		4	0	5	11	0	16		
May	60	33	27	0	0	0	60	36	0	3	9	12	0	0	60	0	0	0	0	0	0	0	24	12	0	36	
June	64	37	26	1	0	0	64	32	1	16	5	10	0	0	64	0	0	4	6	0	10	0	21	11	0	32	
July	76	47	26	0	1	2	76	27	4	16	12	17	0	0	76	0	0	17	0	0	17	0	14	13	0	27	
August	59	33	26	0	0	0	59	41	2	10	4	2	0	0	59	0	0	0	2	0	2	0	23	18	0	41	
September	82	32	49	0	0	1	82	39	0	14	4	25	0	0	82	0	0	0	0	0	0	0	22	17	0	39	
Annual Total	564	264	293	3	1	3	564	319	8	68	75	94	0	0		4	22	38	17	0	55	0	166	153	0	319	
Annual Average	47	22	24	0	0	0	47	26.58333333	1	6	6	8	0	0		0	2	3	1	0	5	0	14	13	0	25	



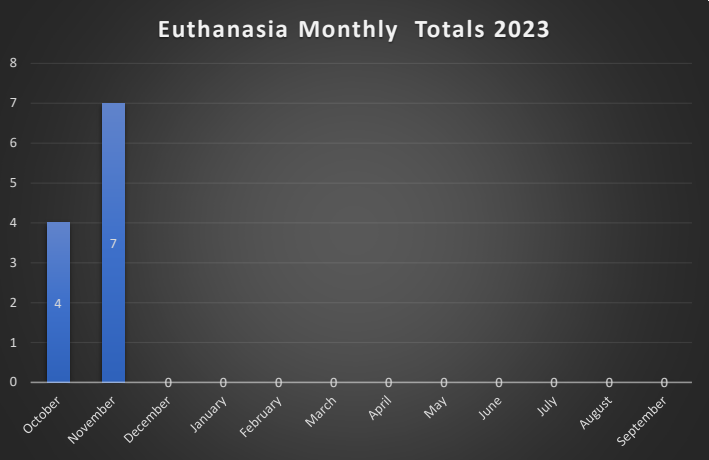
Intake Statistics

	Intake by Species																			Intake by Type											Adoption Return by Species			
2023-2024 Animal Intake	Total Intake	Cat	Dog	Feral Cat	Other	Wildlife	Intake Total	Deceased on Arrival (DOA)	Owner Surrender	Return (Adoption)	Public Drop Off (stray)	Coalition Partner	ACO/Pickup / Drop Off/Abandoned (stray)	Police Pickup / Drop Off (stray)	Seized/Custody	Born in Care (stray)	Service In (Shelter Quarantine)	Home/Vet Quarantine	Transfer In (rescue/Shelter)	Wildlife	Total Quarantined	Total Intake	Cat	Dog	Total Returned									
October	53	29	24	0	0	0	53	0	1	5	31	0	10	4		14	0	2	2	0	2	71	2	4	6									
November	48	13	28	0	6	1	48	0	4	2	23	0	17	1	0	1	0	0	0	0	0	48	1	1	2									
December	0						0	0														0			0									
January	0						0	0														0			0									
February	0						0	0														0			0									
March	0						0	0														0			0									
April	0						0	0														0			0									
May	0						0	0														0			0									
June	0						0	0														0			0									
July	0						0	0														0			0									
August	0						0	0														0			0									
September	0						0	0														0			0									
Annual Total	101	42	52	0	6	1	101	0	5	7	54	0	27	5	0	15	0	2	2	0	2	119	3	5	8									
Annual Average	50.5	21	26	0	3	1	8	0	3	4	27	0	14	3	0	8	0	1	1	0	1		2	3	4									
2022-2023 Year Intake																																		
October	33	18	15	0	0	0	33	0	11	1	13	0	7	1	0	0	0	0	0	0	0	33	1	0	1									
November	27	7	20	0	0	0	27	0	6	1	11	0	8	1	0	0	0	0	0	0	0	27	0	1	1									
December	42	8	34	0	0	0	42	0	5	1	6	0	13	7	0	10	0	0	0	0	0	42	0	2	2									
January	22	9	13	0	0	0	22	0	1	2	7	0	3	9	0	0	0	0	0	0	0	22	1	1	2									
February	24	11	13	0	0	0	24	0	7	4	6	0	7	0	0	0	0	0	0	0	0	24	0	4	4									
March	43	17	26	0	0	0	43	0	1	1	15	0	16	2	0	0	0	0	8	0	0	43	0	1	1									
April	47	15	30	2	0	0	47	0	6	2	27	0	3	7	0	0	1	0	1	0	0	47	1	1	2									
May	57	39	18	0	0	0	57	0	1	1	31	0	18	2	0	4	0	0	0	0	0	57	0	1	1									
June	90	54	35	1	0	0	90	0	7	4	35	0	37	4	0	0	3	0	0	0	0	90	2	2	4									
July	63	32	28	0	1	2	63	0	2	0	22	0	30	6	0	0	0	0	0	2	1	63	0	0	0									
August	52	32	20	0	0	0	52	0	8	3	22	6	12	0	1	0	0	0	0	0	0	52	2	1	3									
September	84	36	47	0	0	1	84	0	23	2	35	0	15	8	0	0	0	0	0	1	0	84			2									
Annual Total	584	278	299	3	1	3	584	0	78	22	230	6	169	47	1	14	4	0	9	3	4	587	7	14	21									
Annual Average	48.66667	23	25	0	0	0	49	0	7	2	19	1	14	4	0	1	0	0	1	0	0		1	1	1.90909091									



Euthanasia Statistics

2023-2024 Outcome Euthanasia	Euthanasia by Species							Euthanasia Reason										
Month	Total Euthanized	Cat	Dog	Feral Cat	Other	Wildlife	Total	Age	Aggression	Behavior	Feral	Injured	Medical	Rabies Suspect	Sick	Space	Wildlife	Total
October	4	3	1	0	0	0	4	0		1	0	0	3	0	0	0	0	4
November	7	1	6	0	0	0	7	0		1	1		0	4	0	1	0	7
December	0						0											0
January	0						0											0
February	0						0											0
March	0						0											0
April	0						0											0
May	0						0											0
June	0						0											0
July	0						0											0
August	0						0											0
September	0						0											0
Annual Total	11	4	7	0	0	0	11	0		1	1	0	0	4	0	1	0	7
Annual Average	0.91666667	2	3.5	0	0	0	1	0		1	1	0	2	2	0	1	0	1
2022-2023 Euthanasia																		
October	2	1	1	0	0	0	2	0		0	1	1	0	0	0	0	0	2
November	0	0	0	0	0	0	0	0		0	0	0	0	0	0	0	0	0
December	1	1	0	0	0	0	1	0		0	0	0	0	0	1	0	0	1
January	0	0	0	0	0	0	0	0		0	0	0	0	0	0	0	0	0
February	1	0	1	0	0	0	1	0		1	0	0	0	0	0	0	0	1
March	4	2	2	0	0	0	4	0		2	0	0	1	0	0	1	0	4
April	2	1	1	0	0	0	2	0		0	0	0	2	0	0	0	0	2
May	3	0	3	0	0	0	3	0		3	0	0	0	0	0	0	0	3
June	16	10	4	2	0	0	16	0		6	0	2	2	6	0	0	0	16
July	16	13	1	0	1	1	16	0		0	0	0	1	2	0	11	0	16
August	10	6	3	1	0	0	10	0		3	0	1	0	2	0	4	0	10
September	14	6	7	0	0	1	14	0		0	4	1	4	4	0	1	0	14
Annual Total	69	40	23	3	1	2	69	0		15	4	4	10	14	0	18	0	67
Annual Average	5.75	3.3	1.9166667	0.25	0.08	0.1667	6	0		1	0	0	1	1	0	2	0	6



Revenue

2023-2024 Revenue	Revenue Breakdown																		Donation - Sponsorship Breakdown			
	Total Revenue	Adoptions	City Licenses	Surrenders	Microchips	Reclaim Fees	Quarantine Fees	Rabies Vouchers	Vaccinations	Impound Fees	Donations/ Other	Permit Applications	Permit Fees	Sterilization Vouchers	Scientific Research	Trap Rentals	Trap Service	Refunds	Sponsorship Total	Adoption Sponsor	Cat Cage	Dog Kennel
October	\$ 1,435.00	\$ 1,180.00	\$ -	\$ 45.00	\$ -	\$ 50.00	\$ -	\$ -	\$ -	\$ -	\$ 85.00	\$ -	\$ -	\$ 75.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
November	\$ 1,051.00	\$ 390.00	\$ -	\$ -	\$ 226.00	\$ -	\$ -	\$ 5.00	\$ 280.00	\$ -	\$ -	\$ -	\$ -	\$ 150.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
December	\$ -																		\$ -	\$ -	\$ -	\$ -
January	\$ -																		\$ -	\$ -	\$ -	\$ -
February	\$ -																		\$ -	\$ -	\$ -	\$ -
March	\$ -																		\$ -	\$ -	\$ -	\$ -
April	\$ -																		\$ -	\$ -	\$ -	\$ -
May	\$ -																		\$ -	\$ -	\$ -	\$ -
June	\$ -																		\$ -	\$ -	\$ -	\$ -
July	\$ -																		\$ -	\$ -	\$ -	\$ -
August	\$ -																		\$ -	\$ -	\$ -	\$ -
September	\$ -																		\$ -	\$ -	\$ -	\$ -
Annual Total	\$ 2,486.00	\$ 1,570.00	\$ -	\$ 45.00	\$ 226.00	\$ 50.00	\$ -	\$ 5.00	\$ 280.00	\$ -	\$ 85.00	\$ -	\$ -	\$ 225.00		\$ -	\$ -	\$ -				
Annual Average	\$ 207.17	\$ 785.00	\$ -	\$ 22.50	\$ 113.00	\$ 25.00	\$ -	\$ 2.50	\$ 140.00	\$ -	\$ 42.50	\$ -	\$ -	\$ 112.50		\$ -	\$ -	\$ -				
2022-2023 Revenue																						
October	\$ 1,042.00	\$ 195.00	\$ -	\$ 40.00	\$ 300.00	\$ 135.00	\$ -	\$ 60.00	\$ -	\$ -	\$ 312.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
November	\$ 1,115.00	\$ 380.00	\$ -	\$ -	\$ 450.00	\$ -	\$ -	\$ 160.00	\$ -	\$ -	\$ 125.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
December	\$ 1,330.00	\$ 645.00	\$ -	\$ -	\$ 440.00	\$ 60.00	\$ -	\$ 80.00	\$ -	\$ -	\$ 105.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
January	\$ 2,085.00	\$ 650.00	\$ -	\$ 20.00	\$ 360.00	\$ 25.00	\$ -	\$ 100.00	\$ 830.00	\$ -	\$ 25.00	\$ -	\$ -	\$ 75.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
February	\$ 1,450.00	\$ 285.00	\$ -	\$ 55.00	\$ 320.00	\$ 15.00	\$ -	\$ 90.00	\$ 585.00	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
March	\$ 1,187.00	\$ 250.00	\$ -	\$ -	\$ 187.00	\$ 85.00	\$ -	\$ 80.00	\$ 285.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
April	\$ 1,472.00	\$ 280.00	\$ -	\$ -	\$ 307.00	\$ -	\$ 200.00	\$ 30.00	\$ 615.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
May	\$ 1,538.50	\$ 445.00	\$ -	\$ -	\$ 406.00	\$ -	\$ -	\$ 210.00	\$ 395.00		\$ 25.00	\$ -	\$ -	\$ 57.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
June	\$ 1,790.00	\$ 235.00	\$ -	\$ -	\$ 316.00	\$ 75.00	\$ 500.00	\$ 225.00	\$ 319.00	\$ -	\$ -	\$ -	\$ -	\$ 120.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
July	\$ 1,439.00	\$ 365.50	\$ -	\$ -	\$ 265.00	\$ 110.00	\$ 250.00	\$ 160.00	\$ 258.50	\$ -	\$ 30.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
August	\$ 1,198.00	\$ 100.00	\$ -	\$ -	\$ 218.00	\$ -	\$ 250.00	\$ 65.00	\$ 175.00	\$ -	\$ 315.00	\$ -	\$ -	\$ 75.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
September	\$ 1,285.00	\$ 470.00	\$ -	\$ 25.00	\$ 345.00	\$ 25.00	\$ -	\$ 90.00	\$ 330.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Annual Total	\$ 16,931.50	\$ 4,300.50	\$ -	\$ 140.00	\$ 3,914.00	\$ 530.00	\$ 1,200.00	\$ 1,350.00	\$ 3,792.50	\$ -	\$ 1,337.00	\$ -	\$ -	\$ 327.50		\$ 40.00	\$ -	\$ -				
Annual Average	\$ 1,410.96	\$ 358.38	\$ -	\$ 11.67	\$ 326.17	\$ 44.17	\$ 100.00	\$ 112.50	\$ 316.04	\$ -	\$ 111.42	\$ -	\$ -	\$ 27.29		\$ 3.33	\$ -	\$ -				

City Secretary's Office
November 2023 Monthly Report

Item 7.

AGENDA PROCESSING

The City Secretary's Office is responsible for preparing agendas and postings for all City Council Regular and Special Meetings, as well as for city boards, commissions, and corporations. The total number of agendas processed for the month of November:

Animal Advisory Board	0 Agenda Packets
Heritage Preservation Committee	0 Agenda Packets
Planning & Zoning Commission	1 Agenda Packet
Tax Increment Financing Board	0 Agenda Packet
Type A EDC	0 Agenda Packet
Type B EDC	1 Agenda Packet
City Council	1 Agenda Packet

MINUTES

The City Secretary is responsible for attending all City Council Regular and Special Meetings, as well as all city boards, commissions, and corporations.

November Meetings Attended	Minutes prepared	Minutes Approved
3 meetings	3 sets	3 sets

RESOLUTIONS & ORDINANCES

The City Secretary's Office is responsible for the security of all official City records including Resolutions and Ordinances. Additionally, it is the City Secretary's responsibility to ensure those Resolutions and Ordinances are executed, certified, and published, when appropriate. It is also the responsibility of the City Secretary to ensure all City Council Ordinances presented to Council have been certified and made available for review by the public. The City Secretary's Office must coordinate with the local adjudicated newspaper to publish Ordinance summaries when legally required.

November Resolutions	November Ordinances
Total- 2	Total- 1

CONTRACTS AND AGREEMENTS PROCESSED:

The City Secretary works closely with the City Council and is responsible for processing follow-up documentation. Management of these documents include contracts and agreements, and it is the responsibility of the City Secretary's Office to obtain signatures, distribute originals, log, scan, and file.

November Agreements/Contracts

2 new agreements

LEGAL

The City Secretary works directly with the City Attorney, Bond Attorney, Texas Attorney General's Office, Texas Secretary of State, Texas Ethics Commission, etc.

COMMITTEES/COMMISSIONS/CORPORATIONS

Item 7.

The City Secretary's Office is responsible for maintaining Appointed Committee/Commission/Corporations Rosters and ensuring that all information is current and up to date for each. Listed below are the number of current Appointed City Committees/Commissions/Corporations, including the number of alternates and vacancies that may exist.

Animal Control Advisory Board	5 Members
Heritage Preservation Committee	5 Members
Planning & Zoning Commission	9 Members
Tax Increment Financing Board	5 Members
Type A Economic Development Corporation	9 Members
Type B Economic Development Corporation	9 Members
Zoning Board of Adjustment	7 Members
Library	4 Members

Total of current members: 53

Total of vacancies: 1

ELECTION

City elections are administered by the City Secretary, which includes preparation and publication of all official notices and orders, preparation for election officials and polling places, and the receipt and filing of all candidate forms and reports. The city secretary also serves as the early voting Secretary. The City Secretary is in preparation for the May 2024 Election and possible a special election. Documentation and postings will be prepared in December.

RECORDS

The City Secretary's Office maintains the official records of the city including ordinances, resolutions, contracts, deeds, easements, and other legal documents. Also responsible for the city's records management program (all departments).

November

843 documents uploaded into Laserfiche, resulting in over 2580 pages.

PUBLIC INFORMATION REQUEST

The City Secretary's Office received twenty (20) requests for Copies of Public Records for the month of November 2023.

Requested Date	Requestor	Documents	Date Released	AG Letter	Cost	Notes
11/1/2023	LexisNexis	Accident Report	11/1/2023	No		0 No Document Found
11/2/2023	LexisNexis	Accident Report	11/2/2023	No		0 No Document Found
11/2/2023	Dashel Robert	HR Report	11/2/2023	No		0 Report Emailed
11/6/2023	LexisNexis	Accident Report	11/6/2023	No		0 No Document Found
11/7/2023	Ahmed Benali	Utility Report	11/8/2023	No		0 No Document Found
11/7/2023	Chasteen Kaoihana	Fire Report	11/13/2023	No		0 Report Emailed
11/8/2023	Jennifer Paolucci	Fire/EMS Report	11/13/2023	No		0 Report Emailed
11/9/2023	Kristina Gautreaux	Police Report	11/13/2023	No		0 Report Emailed
11/11/2023	Charles Mweene	Code Violation Repo	11/13/2023	No		0 Report Emailed
11/13/2023	LexisNexis	Accident Report	11/13/2023	No		0 No Document Found
11/14/2023	Stan Hare	Accident Report	11/14/2023	No		6 Report Emailed
11/14/2023	Diann Brotzman	Police Report	11/14/2023	No		0 No Document Found
11/15/2023	Seth Ratcliff	Police Report	11/22/2023	No		0 No Document Found
11/20/2023	Diann Brotzman	Police Report	11/22/2023	No		0 No Document Found
11/20/2023	Diann Brotzman	Police Report	11/22/2023	No		0 Report Emailed
11/20/2023	LexisNexis	Accident Report	11/20/2023	No		0 No Document Found
11/20/2023	Mary McGuire	Code Violation Repo	11/20/2023	No		0 No Document Found
11/20/2023	SmartProcure	Finance Report	11/20/2023	No		0 Report Uploaded to Portal
11/27/2023	LexisNexis	Accident Report	11/27/2023	No		0 No Document Found
11/30/2023	Kaylin Husband	Police Report	12/5/2023	No		0 Report Emailed

The City Secretary processes local alcohol applications and permits to ensure compliance with all local ordinances and regulations.

November

17 Active licenses in the City

FEDERAL AND STATE REPORTS The City Secretary is responsible for filing monthly and annual reports on behalf of the City. The following reports were filed in November.

- Census

CUSTOMER SERVICE TO THE CITIZENS

The City Secretary's Office staff strives to provide timely and responsible customer service to the citizens of Joshua.

ADDITIONAL RESPONSIBILITIES:

Other responsibilities include posting of all legal notices and administering the oath of office to city officials and board members. This office also provides administrative support for the Mayor, City Council, City Manager, citizens, and other staff as needed. In addition, responsible for the City social media page, website and Christmas party.

Assistant City Secretary Duties:

Process routine public information request

Post and remove Agenda's from bulletin boards

Setup Council Chambers for all meetings (computers, copies of agenda, TVs, etc.)

Clear each computer after meetings and send recording for time stamping for website.

Send all City documents for necessary signatures after each meeting (minutes, resolutions, etc.)

Scan and process city documents into Laserfiche. A total of 843 documents were uploaded November.

Train employees on how to use Laserfiche, as needed.

Process the 2023 records retention files for storage and destruction in January.