



AGENDA
CITY COUNCIL REGULAR MEETING
COUNCIL CHAMBERS
JUNE 27, 2024
6:30 PM

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

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

Join Zoom Meeting:

<https://us02web.zoom.us/j/83416185870?pwd=oq9KYvUTYWIWLmv5fR2fnnDXbyMUb9.1>

Meeting ID: 834 1618 5870 Passcode: 322545

A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

1. United States of America
2. Texas Flag

D. WORK SESSION

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

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

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

F. PUBLIC FORUM, PRESENTATION, AND RECOGNITION:

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

1. American Medical Response (AMR) presentation of the President's Coin for Outstanding Citizenship.
2. Texas Municipal Clerks Association presentation of the Municipal Clerk's Office Achievement of Excellence Award.

G. CONSENT AGENDA

1. Discuss, consider, and possible action on the meeting minutes of May 14, 2024, and May 16, 2024. (Staff Resource: A. Holloway)
2. Discuss, consider, and possible action on executing the Cyber Liability and Data Breach Response Interlocal Agreement with the Texas Municipal League Intergovernmental Risk Pool. (Staff Resource: M. Freelen)
3. Discuss, consider, and possible action on a Resolution amending Chapter 4, Section 10 of the Personnel Policies and Procedures Manual regarding Interim Premium Pay. (Staff Resource: B. Grounds)

H. REGULAR AGENDA

1. Discuss, consider, and possible action on approving an ordinance amending Ch.4, "Business Regulations," of the code of ordinances of the City of Joshua, Texas, by adding thereto a new article 4.09, "Donation Boxes." (Staff Resource: A. Maldonado)
2. Discuss, consider, and possible action on a Resolution expressing no confidence in the Chief Appraiser and certain members of the Board of Directors of the Johnson County Central Appraisal District. (Staff Resource: Mayor Kimble)
3. Discuss, consider, and possible action on a service agreement with Tyler Technologies, Inc. for Financial, Human Resources, and Municipal Court Management Software in the amount of \$156,779. (Staff Resource: M. Freelen)
4. Discuss, consider, and possible action on approval of the revisions to the City of Joshua Engineering Designed Standards and Specifications (EDSS) Manual. (Staff Resource: K. Hubacek)
5. Discuss, consider, and possible action regarding possible appointment to the Animal Control Advisory. (Staff Resource: A. Holloway)

I. STAFF REPORT

1. Municipal Court
2. Public Works Report
3. Animal Services
4. Fire Department
5. Development Services- Monthly Reports
6. 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 551.074; To deliberate regarding the appointment, employment, and evaluation of a public officer or employee
 - a. City Manager
 - b. City Secretary

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 the executive session.

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

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

M. 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 June 20, 2024, 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
As of May 31, 2024

6/12/2024 1:11 PM

100 - General Fund							
	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Tax Revenue	179,454.25	158,560.95	20,893.30	4,546,324.49	4,858,307.00	93.58%	311,982.51
Charges for Services	39,506.13	19,030.46	20,475.67	314,231.01	228,453.00	137.55%	(85,778.01)
Licenses, Permits & Fees	32,469.21	113,697.85	(81,228.64)	239,349.56	814,600.00	29.38%	575,250.44
Fines & Forfeitures	36,232.34	17,285.00	18,947.34	199,320.70	207,500.00	96.06%	8,179.30
Grants & Contributions	0.00	291.66	(291.66)	3,266.10	3,500.00	93.32%	233.90
Intergovernmental Revenues	0.00	35,491.36	(35,491.36)	248,143.58	712,505.00	34.83%	464,361.42
Transfers In	0.00	32,333.33	(32,333.33)	0.00	973,955.00	0.00%	973,955.00
Investment Earnings	10,757.78	6,189.14	4,568.64	69,611.74	60,000.00	116.02%	(9,611.74)
Sale of Assets	0.00	0.00	0.00	57,685.11	0.00	0.00%	(57,685.11)
Miscellaneous	1,423.34	21,330.28	(19,906.94)	200,494.61	170,156.97	117.83%	(30,337.64)
Revenue Totals	299,843.05	404,210.03	(104,366.98)	5,878,426.90	8,028,976.97	73.22%	2,150,550.07
Expense Summary							
Personnel	505,751.88	386,002.93	119,748.95	3,286,794.06	5,144,256.75	63.89%	1,857,462.69
Debt Service	16,668.08	21,186.17	(4,518.09)	302,643.64	370,569.00	81.67%	67,925.36
Capital Outlay	0.00	43,026.36	(43,026.36)	139,029.25	380,792.00	36.51%	241,762.75
Contract & Professional Services	61,314.02	27,639.37	33,674.65	407,357.38	596,419.00	68.30%	189,061.62
Utilities	16,057.63	31,360.27	(15,302.64)	118,179.75	242,450.00	48.74%	124,270.25
Special Events	15.00	(1,511.90)	1,526.90	23,658.56	39,000.00	60.66%	15,341.44
Supplies	20,291.42	17,913.19	2,378.23	203,652.45	344,007.33	59.20%	140,354.88
Miscellaneous	6,278.91	19,586.92	(13,308.01)	300,901.85	374,247.00	80.40%	73,345.15
Repair & Maintenance	23,432.07	37,434.16	(14,002.09)	308,328.66	418,576.00	73.66%	110,247.34
Transfers Out	0.00	(4,169.00)	4,169.00	0.00	0.00	0.00%	0.00
Charges for Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Not Categorized	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Expense Totals	649,809.01	578,468.47	71,340.54	5,090,545.60	7,910,317.08	64.35%	2,819,771.48

Item 1.

City of Joshua
Financial Statement
As of May 31, 2024

6/12/2024 1:11:31 PM

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

100 - General Fund Community Services	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Contract & Professional Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Debt Service	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Miscellaneous	1,775.00	1,535.66	239.34	28,382.78	50,603.00	56.09%	22,220.22
Repair & Maintenance	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Special Events	15.00	(2,857.14)	2,872.14	10,256.82	15,000.00	68.38%	4,743.18
Supplies	0.00	(11.90)	11.90	1,818.68	2,000.00	90.93%	181.32
Utilities	5,025.20	4,748.10	277.10	34,419.26	57,000.00	60.38%	22,580.74
Community Services Totals	6,815.20	3,414.72	3,400.48	74,877.54	124,603.00	60.09%	49,725.46

100 - General Fund General Non-Departmental	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	31,660.14	(31,660.14)	0.00	221,621.00	0.00%	221,621.00
Contract & Professional Services	14,747.90	6,681.50	8,066.40	98,723.68	132,135.00	74.71%	33,411.32
Debt Service	0.00	0.00	0.00	2,850.00	4,000.00	71.25%	1,150.00
Miscellaneous	3,901.03	15,831.66	(11,930.63)	239,404.87	288,424.00	83.00%	49,019.13
Personnel	0.00	750.00	(750.00)	2,885.43	3,000.00	96.18%	114.57
Repair & Maintenance	0.00	0.00	0.00	0.00	0.00	0.00%	0.00

City of Joshua
Financial Statement
As of May 31, 2024

6/12/2024 1:11:31 PM

Special Events	0.00	1,345.24	(1,345.24)	13,401.74	24,000.00	55.84%	10,598.26
Transfers Out	0.00	(4,169.00)	4,169.00	0.00	0.00	0.00%	0.00
General Non-Departmental Totals	18,648.93	52,099.54	(33,450.61)	357,265.72	673,180.00	53.07%	315,914.28

100 - General Fund Mayor/Council/City Secretary	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Contract & Professional Services	239.00	4,209.58	(3,970.58)	30,181.09	50,520.00	59.74%	20,338.91
Debt Service	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Miscellaneous	301.40	451.95	(150.55)	2,261.94	9,000.00	25.13%	6,738.06
Personnel	16,930.56	15,609.61	1,320.95	137,233.03	198,532.75	69.12%	61,299.72
Supplies	4,592.30	(334.73)	4,927.03	8,810.36	10,497.33	83.93%	1,686.97
Mayor/Council/City Secretary Totals	22,063.26	19,936.41	2,126.85	178,486.42	268,550.08	66.46%	90,063.66

100 - General Fund Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Charges for Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Contract & Professional Services	765.57	(813.82)	1,579.39	6,444.56	17,380.00	37.08%	10,935.44
Debt Service	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Miscellaneous	0.00	124.95	(124.95)	1,804.26	1,500.00	120.28%	(304.26)
Personnel	54,306.09	37,957.53	16,348.56	358,734.22	516,120.00	69.51%	157,385.78
Repair & Maintenance	1,669.19	8,380.96	(6,711.77)	62,501.95	65,754.00	95.05%	3,252.05
Supplies	306.18	374.65	(68.47)	3,609.37	7,000.00	51.56%	3,390.63
Utilities	1,939.56	1,725.24	214.32	12,816.26	23,570.00	54.38%	10,753.74
Administration Totals	58,986.59	47,749.51	11,237.08	445,910.62	631,324.00	70.63%	185,413.38

City of Joshua
Financial Statement
As of May 31, 2024

6/12/2024 1:11:31 PM

100 - General Fund Police Department	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	5,729.58	(5,729.58)	67,011.64	77,755.00	86.18%	10,743.36
Contract & Professional Services	1,525.59	(156.79)	1,682.38	94,809.85	160,410.00	59.10%	65,600.15
Debt Service	8,378.60	9,884.23	(1,505.63)	80,825.03	127,712.00	63.29%	46,886.97
Miscellaneous	0.00	(17.89)	17.89	0.00	500.00	0.00%	500.00
Personnel	187,817.90	135,665.46	52,152.44	1,103,790.00	1,804,860.00	61.16%	701,070.00
Repair & Maintenance	7,876.58	10,191.32	(2,314.74)	65,194.25	105,525.00	61.78%	40,330.75
Supplies	3,117.49	4,596.00	(1,478.51)	31,624.67	53,704.00	58.89%	22,079.33
Utilities	1,435.08	1,963.39	(528.31)	10,771.86	25,000.00	43.09%	14,228.14
Police Department Totals	210,151.24	167,855.30	42,295.94	1,454,027.30	2,355,466.00	61.73%	901,438.70

100 - General Fund Public Works	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	2,108.46	(2,108.46)	28,016.00	28,100.00	99.70%	84.00
Contract & Professional Services	2,631.55	(242.38)	2,873.93	17,959.10	7,100.00	252.95%	(10,859.10)
Debt Service	2,603.36	2,495.50	107.86	119,511.70	126,012.00	94.84%	6,500.30
Miscellaneous	0.00	404.76	(404.76)	4,053.60	7,000.00	57.91%	2,946.40
Personnel	36,645.92	31,433.35	5,212.57	255,965.51	426,902.00	59.96%	170,936.49
Repair & Maintenance	5,034.98	4,485.09	549.89	51,668.49	69,250.00	74.61%	17,581.51
Supplies	6,336.61	5,520.09	816.52	91,420.98	128,691.00	71.04%	37,270.02
Utilities	237.99	641.41	(403.42)	2,087.80	7,700.00	27.11%	5,612.20
Public Works Totals	53,490.41	46,846.28	6,644.13	570,683.18	800,755.00	71.27%	230,071.82

100 - General Fund Municipal Court	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00%	0.00

Item 1.

City of Joshua
Financial Statement
As of May 31, 2024

6/12/2024 1:11:31 PM

Charges for Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Contract & Professional Services	2,656.44	2,631.45	24.99	16,228.02	33,020.00	49.15%	16,791.98
Debt Service	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Miscellaneous	69.94	83.30	(13.36)	769.34	1,000.00	76.93%	230.66
Personnel	9,387.44	5,789.86	3,597.58	55,022.38	78,754.00	69.87%	23,731.62
Repair & Maintenance	0.00	0.00	0.00	349.99	0.00	0.00%	(349.99)
Supplies	984.67	139.82	844.85	2,230.29	1,750.00	127.45%	(480.29)
Municipal Court Totals	13,098.49	8,644.43	4,454.06	74,600.02	114,524.00	65.14%	39,923.98

100 - General Fund Development Services	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Contract & Professional Services	35,672.89	7,486.52	28,186.37	59,252.86	92,722.00	63.90%	33,469.14
Debt Service	837.06	666.48	170.58	7,057.76	8,001.00	88.21%	943.24
Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Personnel	28,018.03	20,718.57	7,299.46	172,002.26	264,833.00	64.95%	92,830.74
Repair & Maintenance	71.03	(475.41)	546.44	427.52	1,800.00	23.75%	1,372.48
Supplies	479.09	387.68	91.41	3,812.67	8,050.00	47.36%	4,237.33
Utilities	112.42	228.17	(115.75)	901.64	3,810.00	23.67%	2,908.36
Development Services Totals	65,190.52	29,012.01	36,178.51	243,454.71	379,216.00	64.20%	135,761.29

100 - General Fund Animal Services	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Charges for Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Contract & Professional Services	1,145.69	1,212.84	(67.15)	9,500.73	14,560.00	65.25%	5,059.27
Debt Service	1,227.07	1,226.59	0.48	9,863.68	14,725.00	66.99%	4,861.32
Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00%	0.00

City of Joshua
Financial Statement
As of May 31, 2024

6/12/2024 1:11:31 PM

Personnel	20,678.35	14,860.21	5,818.14	129,671.79	205,030.00	63.25%	75,358.21
Repair & Maintenance	1,775.50	8,429.85	(6,654.35)	40,038.90	83,777.00	47.79%	43,738.10
Supplies	974.96	847.53	127.43	8,977.75	25,152.00	35.69%	16,174.25
Utilities	1,324.29	1,377.78	(53.49)	9,356.77	16,540.00	56.57%	7,183.23
Animal Services Totals	27,125.86	27,954.80	(828.94)	207,409.62	359,784.00	57.65%	152,374.38

100 - General Fund Fire Department	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	1,845.59	(1,845.59)	(909.00)	22,156.00	(4.10%)	23,065.00
Charges for Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Contract & Professional Services	1,193.95	1,980.06	(786.11)	22,075.02	30,920.00	71.39%	8,844.98
Debt Service	1,655.96	5,834.28	(4,178.32)	62,631.38	70,019.00	89.45%	7,387.62
Miscellaneous	66.29	1,148.71	(1,082.42)	22,152.36	15,220.00	145.55%	(6,932.36)
Personnel	92,466.47	67,907.36	24,559.11	586,943.28	909,474.00	64.54%	322,530.72
Repair & Maintenance	4,506.79	4,765.22	(258.43)	33,980.99	72,220.00	47.05%	38,239.01
Supplies	2,759.13	4,205.18	(1,446.05)	31,479.26	78,563.00	40.07%	47,083.74
Utilities	2,813.16	2,615.62	197.54	24,084.80	31,400.00	76.70%	7,315.20
Fire Department Totals	105,461.75	90,302.02	15,159.73	782,438.09	1,229,972.00	63.61%	447,533.91

100 - General Fund Parks & Recreation	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	2,457.35	(2,457.35)	43,100.61	29,500.00	146.10%	(13,600.61)
Contract & Professional Services	231.55	159.93	71.62	4,697.18	1,920.00	244.64%	(2,777.18)
Debt Service	1,966.03	1,674.33	291.70	19,904.09	20,100.00	99.03%	195.91
Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Not Categorized	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Personnel	21,981.47	20,906.89	1,074.58	145,371.14	269,320.00	53.98%	123,948.86
Repair & Maintenance	2,498.00	1,645.22	852.78	54,166.57	19,750.00	274.26%	(34,416.57)

City of Joshua
Financial Statement
As of May 31, 2024

6/12/2024 1:11:31 PM

Supplies	390.42	1,457.77	(1,067.35)	16,940.62	17,500.00	96.80%	559.38
Utilities	3,180.31	18,077.26	(14,896.95)	23,277.69	76,930.00	30.26%	53,652.31
Parks & Recreation Totals	30,247.78	46,378.75	(16,130.97)	307,457.90	435,020.00	70.68%	127,562.10

100 - General Fund Fire Marshal	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	(774.76)	774.76	1,810.00	1,660.00	109.04%	(150.00)
Contract & Professional Services	0.00	479.90	(479.90)	0.00	0.00	0.00%	0.00
Debt Service	0.00	(595.24)	595.24	0.00	0.00	0.00%	0.00
Miscellaneous	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
Personnel	92.49	3,216.58	(3,124.09)	50,287.43	61,325.00	82.00%	11,037.57
Repair & Maintenance	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Supplies	0.00	410.27	(410.27)	707.00	4,500.00	15.71%	3,793.00
Utilities	(10.38)	11.87	(22.25)	463.67	500.00	92.73%	36.33
Fire Marshal Totals	82.11	2,790.29	(2,708.18)	53,268.10	68,485.00	77.78%	15,216.90

100 - General Fund Human Resources	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Contract & Professional Services	263.89	198.75	65.14	5,626.49	9,990.00	56.32%	4,363.51
Miscellaneous	0.00	(59.52)	59.52	0.00	0.00	0.00%	0.00
Personnel	13,554.24	9,922.07	3,632.17	78,779.29	123,708.00	63.68%	44,928.71
Repair & Maintenance	0.00	(29.76)	29.76	0.00	0.00	0.00%	0.00
Supplies	43.52	74.40	(30.88)	716.51	1,500.00	47.77%	783.49
Utilities	0.00	(28.57)	28.57	0.00	0.00	0.00%	0.00
Human Resources Totals	13,861.65	10,077.37	3,784.28	85,122.29	135,198.00	62.96%	50,075.71

City of Joshua
Financial Statement
As of May 31, 2024

100 - General Fund Finance Department	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Contract & Professional Services	240.00	3,811.83	(3,571.83)	41,858.80	45,742.00	91.51%	3,883.20
Miscellaneous	165.25	41.67	123.58	2,072.70	500.00	414.54%	(1,572.70)
Personnel	23,872.92	21,265.44	2,607.48	210,108.30	282,398.00	74.40%	72,289.70
Repair & Maintenance	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
Supplies	307.05	246.43	60.62	1,504.29	5,100.00	29.50%	3,595.71
Finance Department Totals	24,585.22	25,407.04	(821.82)	255,544.09	334,240.00	76.46%	78,695.91
Expense Total	649,809.01	578,468.47	71,340.54	5,090,545.60	7,910,317.08	64.35%	2,819,771.48



MINUTES
CITY COUNCIL REGULAR MEETING
COUNCIL CHAMBERS
MAY 16, 2024
6:30 PM

PRESENT

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

STAFF

City Manager Mike Peacock
 Asst. City Manager Amber Bransom
 Dev. Services Dir. Aaron Maldonado
 City Attorney Terry Welch
 City Secretary Alice Holloway (via Zoom)

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

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

Join Zoom Meeting:

<https://us02web.zoom.us/j/84698264609?pwd=aWtaVXNyZVFQUjEzNTgyMnZPKy85UT09>

Meeting ID: 89272912736 Passcode: 834666

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

Councilmember Waldrip led the Pledge to the Flags.

C. INVOCATION

The invocation was given by Councilmember Kidd.

D. WORK SESSION

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

City Manager Peacock presented the budget report and financial statement. Mr. Peacock stated that spending is down and sales tax income is up for the year.

2. Discussion on a draft Sign Ordinance. (Staff Resource: A. Maldonado)

Development Services Director Maldonado explained that his staff found an ordinance from another city that was easy to understand for staff, business owners, and sign contractors. He also pointed out that staff added pictures to accommodate each sign to give examples of each sign type. Last, Mr. Maldonado stated that he would have City Attorney Welch review the draft ordinance.

3. Discuss and receive board updates:

a. Type A Economic Development Corporation

b. Type B Economic Development Corporation

Councilmember Anderson gave a brief update regarding the Type A Economic Development Corporation. Councilmember Anderson stated that the yellow house for Taco Bell has been torn down.

City Manager Peacock gave a brief update regarding the Type B Economic Development Corporation. Mr. Peacock stated that the Type B EDC is looking at options for a possible Laser light Show or Drone Show for the July Celebration.

4. Discussion on the results of the May 4, 2024, Bond Election.

The City Council agreed that staff need to end contracts with companies involved with the proposed city hall/police station building.

5. Discuss the June 20, 2024, City Council meeting and staff attendance.

The City Council directed the City Secretary to send an email asking for opinions regarding whether the July City Council date should be changed or if staff who are out of town should attend via Zoom.

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

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

NA

F. PUBLIC FORUM, PRESENTATION, AND RECOGNITION:

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

NA

1. Presentation of Certificates of Election and administering the Oath of Office to the newly elected officials.

Mayor Kimble presented the Certificates of Election and administered the Oath of Office to Councilmember Anderson and Councilmember Breitenstein.

G. CONSENT AGENDA

1. Discuss, consider, and possible action on the April 18, 2024, meeting minutes. (Staff Resource: A. Holloway)

Motion made by Councilmember Kidd, Seconded by Councilmember Waldrip.

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

H. REGULAR AGENDA

1. Discuss, consider, and possible action on an Ordinance repealing existing Section 6.02.013, "Assessment of Expenses; Lien; Appeal," and Section 6.02.015, "Additional Authority to Abate Dangerous Weeds Without Prior Notice," of Article 6.02, "Nuisances Generally; Abatement," of Chapter 6: Health and Sanitation," of the Code of Ordinances and replacing it with a new Section 6.02.15, "Additional Authority to Abate Dangerous Weeds Without Prior Notice." (Staff Resource: T. Welch)

Motion made by Councilmember Anderson to approve an Ordinance repealing existing Section 6.02.013, "Assessment of Expenses; Lien; Appeal," and Section 6.02.015, "Additional Authority to Abate Dangerous Weeds Without Prior Notice," of Article 6.02, "Nuisances Generally; Abatement," of Chapter 6: Health and Sanitation," of the Code of Ordinances and replacing it with a new Section 6.02.15, "Additional Authority to Abate Dangerous Weeds Without Prior Notice.". Seconded by Councilmember Nichols.

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

2. Discuss, consider, and possible action on an Ordinance amending the Code of Ordinances by adding alternate positions to the Animal Control Advisory Board and setting designated regular meeting dates. (Staff Resource: A. Holloway)
3. Discuss, consider, and possible action on a temporary Right of Entry/Access and inspect and perform work agreement. (Staff Resource: M. Peacock)

Motion made by Councilmember Nichols to approve a temporary Right of Entry/Access and inspect and perform work agreement. Seconded by Councilmember Marshall.

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

4. Discuss, consider, and possible action regarding a Type B Corporation appointment. (Staff Resource: A. Holloway)

Motion made by Councilmember Kidd to appoint Carol Filley as Alternate 1 on the Type B Corporation. Seconded by Councilmember Waldrip.

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

I. STAFF REPORT

1. Police Department
2. Fire Department
3. Municipal Court Report April 2024
4. Public Works Report
5. Animal Services Department
6. Development Services Monthly Reports.
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 Sections 551.071 and 551.074 of the Texas Government Code: to discuss and deliberate about personnel and consultation with the Town Attorney to discuss legal issues, as associated with City supervisory personnel/City Manager direct reports, and all matters incident and related thereto.

Mayor Kimble announced that the City Council will recess into Executive Session at 7:07 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 the executive session.

Mayor Kimble announced the City Council is reconvened into regular session at 7:47 pm.

No action was taken.

L. ADJOURNMENT

Mayor Kimble adjourned the meeting at 7:48 pm.



**MINUTES
CITY COUNCIL SPECIAL MEETING
COUNCIL CHAMBERS
MAY 14, 2024
6:00 PM**

A Special Meeting was held in the Council Chambers at Joshua City Hall, 101 S. Main St., Joshua, Texas. This meeting is subject to the open meeting laws of the State of Texas.

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

Join Zoom Meeting:

<https://us02web.zoom.us/j/84698264609?pwd=aWtaVXNyZVFQUjEzNTgyMnZPKy85UT09>

Meeting ID: 89582926279 Passcode: 454029

A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

Mayor Kimble announced a quorum and called the meeting to order at 6:00 pm.

B. REGULAR AGENDA

1. Discuss, consider, and possible action on a Resolution canvassing the returns and declaring the results of the May 04, 2024, Special Election.

Mayor Kimble read the results of the May 4, 2024, Special Election:

PROPOSITION A

	For	Against
TOTAL	171	317

PROPOSITION B

	For	Against
TOTAL	219	269

Motion made by Councilmember Breitenstein to approve a Resolution canvassing the returns and declaring the results of the May 04, 2024, Special Election. Seconded by Councilmember Marshall. Voting Yea: Mayor Kimble, Councilmember Waldrip, Councilmember Breitenstein, Councilmember Marshall

C. ADJOURN

Mayor Kimble adjourned the meeting at 6:02 pm.

Scott Kimble, Mayor

ATTEST:

Alice Holloway



**City Council Agenda
June 27, 2024**

Action Item

Agenda Description:

Discuss, consider, and possible action on executing the Cyber Liability and Data Breach Response Interlocal Agreement with Texas Municipal League Intergovernmental Risk Pool.

Background Information:

Texas Municipal League Intergovernmental Risk Pool is creating a separate Cyber Fund. For cyber coverage to continue, a new, separate interlocal agreement must be executed. Some of the coverage provided by this new fund includes:

- Breach response, which includes access to computer experts, public relations specialists, attorneys, negotiators, and others with experience responding to cyberattacks – these experts help lessen the damage from an attack.
- Network business interruption, which can help cover the loss of income and extra expenses caused by an attack.
- Cyber extortion, which can help with ransom payments to recover data.
- Data recovery costs, which can help with costs to restore data that was damaged, corrupted, and/or deleted.
- Fraud protection

Financial Information:

Cyber coverage annual premium

Fiscal year 2024 \$247.24

Fiscal year 2025 \$1,250

City Contact and Recommendations:

Marcie Freelen, Finance Director

Item 2.

Staff recommends approval.

Attachments:

1. Cyber Liability and Data Breach Response Interlocal Agreement

Texas Municipal League Intergovernmental Risk Pool

1821 Rutherford Lane, First Floor • Austin, Texas 78754

CYBER LIABILITY AND DATA BREACH RESPONSE INTERLOCAL AGREEMENT

This Contract and Interlocal Agreement is entered into by and between political subdivisions of this state (hereinafter referred to as "Pool Members") to form a joint self-insurance pool to be named the Texas Municipal League Joint Cyber Liability and Data Breach Response Self-Insurance Fund (hereinafter referred to as the "Fund") for the purpose of providing coverages against risks which are inherent in operating a political subdivision.

WITNESSETH:

The undersigned Pool Member, in accordance with Chapter 2259, Texas Government Code, the Interlocal Cooperation Act, Tex. Gov't Code § 791.001, et seq., and the interpretation thereof by the Attorney General of the State of Texas (Opinion #MW-347, May 29, 1981), and in consideration of other political subdivisions executing like agreements, does hereby agree to become one of the Pool Members of this self-insured pool. The conditions of membership agreed upon by and between the parties are as follows:

1. Definitions of terms used in this Interlocal Agreement.
 - a. Board. Refers to the Board of Trustees of the Fund.
 - b. Fund Year. 12:01 a.m. October 1 through 12:01 a.m. the following October 1.
 - c. Manual Rates. The basic rates applicable to each cyber liability and data breach response classification promulgated by the Insurance Service Office or the Board.
 - d. Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan. The Cyber Liability and Data Breach Response Coverage Document that sets forth in exact detail the coverages provided as part of the overall plan.
 - e. Adjustments. Refers to any offsets to manual premium that may result from the Pool Member's election of deductibles, loss experience, or Fund Modifier which reflects the savings to the Pool Member by entering into this Interlocal Agreement.
 - f. Premium and Contribution. Used interchangeably in some parts of this Interlocal Agreement. Any reference at any time in this Interlocal Agreement to an insurance term not ordinarily a part of self-insurance shall be deemed for convenience only and is not construed as being contrary to the self-insurance concept except where the context clearly indicates no other possible interpretation such as but not limited to the reference to "reinsurance."
 - g. Reimbursable Deductible. The amount that was chosen by this Pool Member to be applicable to the first monies paid by the Fund to effect judgment or settlement of any claim or suit. The Pool Member, upon notification of the action taken, shall promptly reimburse the Fund for all or such part of the deductible amount as has been paid by the Fund. Further, however, the Fund's obligation to pay damages shall be subject to the limits of liability stated in the Declarations of Coverage or Endorsements to this Interlocal Agreement less the stated deductible amount.
 - h. Fund Modifier. A percentage figure that is applied to the manual rates by the Fund to reflect the savings to the Pool Member by entering into this Interlocal Agreement.
 - i. Agreement Period. The continuous period since the Pool Member first became a member of this Fund excluding, however, any period or periods of time therein that the member did not participate as a member of the Pool.
 - j. Declarations of Coverage. The specific indication of the coverages, limits, deductibles, contributions, and special provisions elected by each individual Pool Member. The Declarations of Coverages may be modified by Endorsement.
2. The Board, acting through its agents and Fund staff, is responsible for the administration of all Fund business on behalf of the Pool Members.
3. In consideration of the execution of this Interlocal Agreement by and between the Pool Member and the Fund and of the contributions of the Pool Member, the coverage elected by the Pool Member is afforded according to the terms of the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan. The affirmative declaration of contributions and limits of liability in the Declarations of Coverage and Endorsements determine the applicability of the Self-Insurance Plan.

Each Pool Member agrees to adopt and accept the coverages, provisions, terms, conditions, exclusions, and limitations as further provided for in the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan or as specifically modified by the Pool Member's Declarations of Coverage. This Interlocal Agreement shall be construed to incorporate the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan, Declarations of Coverage, and Endorsements and addenda whether or not physically attached hereto.

4. It is understood that by participating in this risk sharing mechanism to cover cyber liability and data breach response exposures, the Pool Member does not intend to waive any of the immunities that its officers or its employees now possess. The Pool Member recognizes the Texas Tort Claims Act and its limitations to certain governmental functions as well as its monetary limitations and that by executing this Interlocal Agreement does not agree to expand those limitations.
5. The term of this Interlocal Agreement and the self-insurance provided to the Pool Member shall be continuous commencing 12:01 a.m. on the date designated in this Interlocal Agreement until terminated as provided below. Although the self-insurance provided for in this Interlocal Agreement shall be continuous until terminated, the limit of liability of the Fund under the coverages that the Pool Member elects shall be limited during any Fund Year to the amount stated in the Declarations of Coverage for that Fund Year.

This Interlocal Agreement may be terminated by either party giving to the other sixty (60) days' prior written notice of intent to terminate except the Pool Member may terminate this Interlocal Agreement and its coverages thereunder without giving the sixty (60) days' notice if the reason is because of a change by the Fund in the Pool Member's contribution, coverage, or other change in the limits of liability, terms, conditions, exclusions, and limitations provided for in the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan provided that no termination by the Member shall be effective prior to the date that written notice of termination is actually received in the offices of the Fund and provided that the Pool Member agrees to and shall pay the applicable premium and contribution for those coverages it is terminating until the date the notice of termination is actually received by the Fund.

The Fund shall provide the Pool Member with Declarations of Coverage and any Endorsements that determine the applicability of the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan annually by December 1. Such Declarations of Coverage shall include, but not be limited to, the coverage period which shall be the applicable Fund Year, limits, deductibles, contributions, special provisions, and limitations. Changes made during the Fund Year, whether requested by the Pool Member or required by the Fund, will be handled by Endorsement.

It is the intention of the parties that the Pool Member's coverages under this Interlocal Agreement shall remain in full force and effect from Fund Year to Fund Year, subject to the limits of liability that the Fund can provide each Fund Year and the terms, conditions, and limitations that the Fund may require to protect its solvency and to comply with reinsurance requirements, until notice of termination is given as herein provided. Realizing that the Pool Member needs the earliest possible information concerning the Fund coverages, limits, and exclusions, and the Pool Member's contribution that will be required for any new Fund Year, the Fund will endeavor to provide this information as soon as possible before the beginning of each Fund Year. The parties recognize, however, that conditions in the reinsurance industry are such that the Fund may not be able to provide this information to the Pool Member before the beginning of a Fund Year for various reasons including the failure of the Pool Member to timely submit the appropriate exposure summary or delays on the part of reinsurers in getting information to the Fund, and so, to protect the Pool Member from gaps in its coverage and to protect the solvency of the Fund, the parties agree as follows:

If, for any reason other than the Pool Member's failure to provide the information requested in the exposure summary, the Fund has not been able to provide the Pool Member with information concerning available coverages for a new Fund Year or advise the Pool Member of the amount of its contribution for the new Fund Year by the beginning of the Fund Year, the Fund shall nevertheless continue the Pool Member's coverages at the same limits of liability (if still available and if not, then at the highest limit of liability available for the new Fund Year) so that the Pool Member shall at all times remain covered as herein provided and the Pool Member's initial contributions for the new Fund Year shall be determined by a "tentative contribution" as determined by the Board with the Pool Member's actual annual contribution to be credited by the amount paid in accordance with the tentative contribution and adjusted during the Fund Year. In the event the Pool Member does not wish to have its coverages extended or renewed at the end of any Fund Year, the burden shall be upon the Pool Member to give written notice to the Fund as provided hereinabove and the Pool Member agrees to pay as hereinabove stated all contributions or pro rata contributions until the date such written notice is received in the offices of the Fund or the date of termination of this Interlocal Agreement, whichever is later.

6. Commensurate with the execution of this Interlocal Agreement and annually thereafter, the Pool Member shall complete the appropriate exposure summary and deliver it or cause it to be delivered to the Fund, or, if so instructed, to a designated contractor, no later than September 1 of each year and new annual contributions shall be calculated using manual rates times exposure, less any adjustments. Intentional or reckless misstatements on the exposure summary shall be grounds for cancellation. In the event that the Pool Member fails or refuses to submit the appropriate exposure summary, the Fund reserves the right to terminate such Pool Member by giving (30) days' written notice and to collect any and all contributions that are earned pro rata for the period preceding contract termi

The Pool Member agrees to pay the annual contribution to the Fund in four (4) equal quarterly installments, in advance, commencing at the beginning of this Interlocal Agreement with subsequent installments due the first quarter thereafter. In the event this Interlocal Agreement is terminated as herein provided, the Fund shall promptly repay to the Pool Member any such unearned annual contribution prorated as of the date of termination and the Pool Member agrees during the term of this Interlocal Agreement to promptly pay all reimbursable deductibles upon receipt of statement.

At the end of each and every Fund Year, the Fund may require the Pool Member to submit the actual data requested on the exposure summary as reflected by the books and records of the Pool Member. The Fund reserves the right to audit the records of any Pool Member and adjust contributions accordingly.

In the event that the Pool Member fails or refuses to make the payments, including accrued interest, as herein provided, the Fund reserves the right to terminate such Pool Member by giving them ten (10) days' written notice and to collect any and all amounts that are earned pro rata for the period preceding contract termination. If the amounts owed, including reimbursable deductibles, must be collected by suit, the Pool Member agrees to pay attorneys' fees and costs incurred in such suit.

7. The Fund shall maintain adequate protection from catastrophic losses to protect its financial integrity. Aggregate protection shall also be maintained. The Member's contributions shall be limited to that amount as calculated under this Interlocal Agreement. Notwithstanding anything to the contrary, the total combined aggregate limit of liability of the Fund for all Pool Members in any Fund Year, regardless of the number of occurrences or claims, shall be limited to the amount of money contained in the Fund. As to the Pool annual aggregate limits or the amount of money in the Fund, the Board of Trustees, in its sole discretion, may determine an allocation methodology among affected Pool Members should the Pool annual aggregate limit be reached, or should the money in the Fund be exhausted.
8. Notwithstanding the provisions of the foregoing paragraph, it is agreed the Board shall have the right to adjust the financial protection outlined above and/or amend coverages as it finds available or deems necessary to maintain the fiscal soundness of the Fund at the beginning of or during any Fund Year.
9. The Fund will make available loss control services to the Pool Members to assist them in following a plan of loss control that may result in reduced losses. The Pool Member agrees that it will cooperate in instituting any and all reasonable loss control recommendations. In the event that the recommendations submitted seem unreasonable, the Pool Member has a right to appeal to the Board. The Board shall hear the objections of the Pool Member at its next regularly scheduled meeting and its decisions will be final and binding on all parties. Any Pool Member who does not agree to follow the decision of the Board shall be withdrawn from the Fund immediately.
10. The Pool Member agrees that it will appoint a contact of department head rank, and the Fund shall not be required to contact any other individual except this one person. Any notice to or any agreements with the contact shall be binding upon the Pool Member. The Pool Member reserves the right to change the contact from time to time by giving written notice to the Fund.
11. The Fund agrees to handle all cyber liability and data breach response claims, and provide a defense for any and all cyber liability and data breach response claims covered under this Interlocal Agreement after prompt notice has been given. The Pool Member hereby appoints the Fund staff and Contractors as its agents to act in all matters pertaining to processing and handling of claims covered under this Interlocal Agreement and shall cooperate fully in supplying any information needed or helpful in settlement or defense of such claims. As respects cyber liability and data breach response claims, the Fund staff and Contractors shall carry on all negotiations with the claimant and his/her attorney, when applicable, and negotiate within authority previously granted by the Fund. If a personal appearance by the Pool Member or an employee is necessary, the expense of this appearance will not be the responsibility of the Fund. With the advice and consent of the Fund, the Fund staff and the Contractors will retain and supervise legal counsel for the prosecution and defense of any litigation. All decisions on individual cases shall be made by the Fund through the Fund staff and the Contractors, which include, but are not limited to, the decision to appeal or not to appeal, settlement negotiations, the decision of whether to settle, and other litigation tactics. However, any Pool Member shall have the right in any case to consult with the Fund on any decision made by the Fund staff or Contractors. The Board shall hear the objections of the Pool Member at its next regularly scheduled meeting and its decision will be final and binding on all parties. Any suit brought or defended by the Fund shall be brought or defended only in the name of the Pool Member and/or its officers or employees. There shall be supplied periodically to each Pool Member a computer printout involving a statement of claims. As respects the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan, the Fund shall have priority in enforcing its subrogation claims against the claims of Pool Member.
12. The Pool Member acknowledges that it has received a copy of the Bylaws of the Fund and agrees to abide by the Bylaws and any amendments thereto.
13. The Fund agrees that all Fund transactions will be annually audited by a nationally recognized certified public accounting firm.
14. If legally required, the Fund shall cause to be filed the necessary tax forms with the Internal Revenue Service.

15. As the administrators of the Fund, the Board shall primarily and consistently keep foremost in their deliberations and decisions in operating the Fund that each of the participating Pool Members is a "self-insured." At least annually, the Board shall carefully review, study, and consider the actual claims or loss experience (including reserves for future claims payments) of each of the Pool Members, the pro rata savings to the Fund resulting from overall loss experience attributed to each Pool Member, and the pro rata portion of the cost of all catastrophic loss protection and aggregate stop loss protection allocated to each Pool Member as well as the pro rata allocation, as determined by the Board of the other and necessary administrative expenses of the Pool, in order to reasonably determine the actual pro rata cost, expense, and loss experience of each Pool Member in order to maintain as nearly as possible an equitable and reasonable self-insurance administration of the Fund as applied to each Pool Member.

The Fund shall maintain case reserves and supplemental reserves computed in accordance with standard actuarial principles, taking into account historical and other data, designed to measure claims development and claims incurred but not yet reported, so that funds will be available to meet these claims as they become due, subject to paragraph 7 above. The Board has complete authority to determine all matters pertaining to the existence and dissolution of the Fund.

16. Venue of any suit or action arising out of or related to this Interlocal Agreement shall be exclusively in the state and federal courts of Travis County, Texas. The parties agree they shall assume their own expenses for attorney's fees in any suit or action arising out of or related to this Interlocal Agreement.
17. The parties agree this Interlocal Agreement may be executed by original written ink signature on paper documents, an exchange of copies showing the original written ink signature on paper documents, or electronic or digital signature technology in such a manner that the signature is unique and verifiable to the person signing. The use of any one or combination of these methods of execution shall constitute a legally binding and valid signing of this Interlocal Agreement, which may be executed in one or more counterparts, each of which, when duly executed, shall be deemed an original.

EMPLOYER MEMBERS' FUND CONTACT (See Section 10):

Member Name _____

Name of Contact _____ Title _____

Mailing Address _____ Email Address _____

Street Address (if different from above) _____

City _____ Zip _____ Phone _____

SIGNATURE OF AUTHORIZED MEMBER OFFICIAL _____

Title _____ Date _____

Member's Federal Tax I.D. Number _____ - _____

This Information is MANDATORY

TO BE COMPLETED BY FUND: (OFFICE USE ONLY)

Effective Date of This Agreement _____

Member Name _____

Contract Number _____

SIGNATURE OF AUTHORIZED FUND OFFICIAL _____

Title _____ Date _____



City Council Agenda

June 27, 2024

Minutes Resolution

Consent Item

Agenda Description:

Discuss, consider, and possible action on policy 4.10 Interim Premium Pay.

Background Information:

The City of Joshua Personnel Policy Manual underwent policy revisions in October 2021. Periodic reviews and additions to policies are common to ensure that we properly educate employees on what is expected during daily activities and clearly define rules and procedures. The policy referenced below would be a new addition to the current Policy Manual.

4.10 Interim Pay Premium: This new policy provides guidance regarding interim assignments and pay.

Financial Information:

The financial impact will vary on a case-by-case basis.

City Contact and Recommendations:

Brittany Grounds, Human Resources Director

Attachments:

- DRAFT 4.10 Interim Pay Premium

City of Joshua Personnel Policies and Procedures

Section 4: Compensation

4.10 Interim Pay Premium

Origination June 27, 2024

Interim pay is initiated when an employee is officially assigned to a position of higher responsibility for a minimum of thirty (30) days.

To be eligible for interim pay, the temporary assignment must last a minimum of thirty (30) consecutive working days and no more than ninety (90) consecutive working days unless authorized by the City Manager or his/her designee.

All interim assignments must be preapproved by the City Manager or his/her designee before processing. If approved, the employee will be paid at the lowest rate within the range for the higher pay grade or a 5% increase, whichever provides a higher benefit to the employee. Interim pay will be effective on the first official day of the temporary assignment.

An interim assignment does not constitute a promotion and shall not be construed as a permanent assignment. After completing the interim assignment, the employee will return to their regular job assignment, duties, and pay.

Interim pay is not guaranteed and may be terminated or changed at any time for any reason.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, AMENDING CHAPTER 4, SECTION 10 OF THE CITY OF JOSHUA'S PERSONNEL POLICIES AND PROCEDURES MANUAL REGARDING INTERIM PREMIUM PAY, AS REFLECTED IN ATTACHED EXHIBIT A; MAKING FINDINGS; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Joshua has adopted Personnel Policies and Procedures to assist in the management and supervision of City employees; and

WHEREAS, the City Council of the City of Joshua finds it to be in the public's interest and the interest of the City to add the payment procedures for Interim Premium Pay; AND

WHEREAS, personnel policies that affect the budget and employee discipline and/or adverse actions shall be approved by the City Council.

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

SECTION 1

The City of Joshua's Personnel Policies and Procedures Manual of 2021 is hereby amended by adding section 4.10 with the language set out in Exhibit "A," which is attached hereto and incorporated herein for all purposes.

SECTION 2

The City Council approves the funds necessary for these personnel actions, as provided in the budget for the current fiscal year.

SECTION 3

Those sections of the Personnel Policies and Procedures Manual of 2021, not amended herein, are hereby ratified and shall remain in full force and effect.

SECTION 4

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

SECTION 5

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

PASSED, APPROVED, AND ADOPTED, by the City Council of the City of Joshua, Texas, this the 27th day of June 2024.

Scott Kimble, Mayor

ATTEST:

Alice Holloway, City Secretary

Terrence S. Welch, City Attorney



**City Council Agenda
June 27, 2024**

Minutes Resolution

Action Item

Agenda Description:

Discuss, consider, and possible action on approving an ordinance amending Ch.4, “Business Regulations,” of the code of ordinances of the City of Joshua, Texas, by adding thereto a new article 4.09, “Donation Boxes.”

Background Information:

History: This ordinance aims to regulate the placement, maintenance, and operation of donation bins within the City of Joshua to address public health, safety, and aesthetic concerns. Some of the issues are as follows:

- Unsightly and littered areas due to neglected donation bins.
- Dumping of inappropriate items like household furniture and trash, adversely impacting public health and safety.
- The need for structured regulations to prevent nuisances and maintain sanitary conditions.

Analysis: The ordinance is expected to:

- Enhance the city’s ability to manage and regulate donation boxes effectively.
- Mitigate negative impacts associated with poorly maintained donation bins.
- Improve the overall appearance and safety of public and private spaces in the City of Joshua.

Financial Information:

N/A

City Contact and Recommendations:

Staff recommends approval.

Item 1.

Attachments:

1. Donation Bin Ordinance

CITY OF JOSHUA, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, AMENDING CHAPTER 4, "BUSINESS REGULATIONS," OF THE CODE OF ORDINANCES OF THE CITY OF JOSHUA, TEXAS, BY ADDING THERETO A NEW ARTICLE 4.09, "DONATION BOXES"; MAKING FINDINGS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Joshua, Texas ("City"), is a Home Rule municipality acting under its Charter 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, the City is authorized and empowered to amend ordinances from time to time in order to protect the welfare of its inhabitants; and

WHEREAS, donation boxes have proliferated and have been placed in various locations throughout the City and the vicinity, including vacant lots and rights-of-way, occasionally without the consent of the landowner; and

WHEREAS, the failure to properly empty and clean donation boxes has resulted in an unsightly and littered appearance near said donation boxes; and

WHEREAS, donation boxes attract dumping and the disposal of household furniture, appliances, trash, and other items not suitable for reuse, which can pose an immediate adverse effect upon the public health, safety and welfare; and

WHEREAS, the City Council desires to enact regulations addressing the placement, maintenance, operation and use of donation boxes in the City to prevent nuisances, blight, and unsanitary and dangerous conditions resulting from the use of donation boxes.

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

SECTION 1

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

SECTION 2

From and after the effective date of this Ordinance, Chapter 4, "Business Regulations," of the Code of Ordinances of the City of Joshua, Texas, is hereby amended by adding thereto a new Article 4.09, "Donation Bins," to read as follows:

"ARTICLE 4.09

DONATION BINS

Division 1

Generally

§ 4.09.01. Definitions.

As used in this article, the following words and terms shall have the meanings ascribed to them in this section, unless the context of their usage clearly indicates another meaning:

Applicant means the individual or entity filing an application under this article.

Donation box means any unattended donation receptacle with a door, slot, or other opening that is intended for use as a drop off and collection point for accepting donated textiles, clothing, shoes, books, toys, dishes, and other salvageable items of personal property.

Landowner means any person or entity who owns, leases, is in control of, or possesses real property on which a donation box has been placed or maintained.

Operator means the individual or entity who owns, leases or otherwise manages and controls the personal property constituting a donation box, and if a separate individual or entity carries on the maintenance, collection, and upkeep of the donation box, that separate individual or entity as well.

Permit holder means any person, partnership, corporation, firm, joint venture, limited liability company, association, organization, or any other entity holding a permit issued pursuant to this article.

§ 4.09.002. Unlawful placement or maintenance of donation box.

It shall be unlawful for any person to place or maintain a donation box at any location within the city unless done in accordance with a valid permit as provided in this article.

§ 4.09.003. Unlawful to allow unpermitted donation box on real property.

It shall be unlawful for any person who owns, leases, is in control of, or possesses real property within the city to authorize or allow any donation box to be placed on, or remain on, that real property unless done in accordance with a valid permit as provided in this article.

§ 4.09.004. Penalty.

(a) Except as provided in section 4.09.031 of this Code, a person who violates any provision of this article, including committing an unlawful act under this article, is guilty of a misdemeanor punishable by a fine of not less than \$1.00 nor more than \$500.00. Each day any violation continues shall constitute and be punishable as a separate violation of this article.

(b) A landowner or an operator may be liable for criminal penalties and also subject to revocation of a permit issued under this article.

(c) All landowners and operators shall be jointly and severally liable for any penalties, fees, or costs arising under this article.

(d) Nothing in this article shall limit the remedies available to the city in seeking to enforce the provisions of this article.

§§ 4.09.005-4.09.009. Reserved.

Division 2

Permits

§ 4.09.010. Permit application requirements.

(a) To obtain a permit to operate a donation box, an applicant must file an application with the city. A single application may cover multiple donation boxes that are owned and operated by the applicant. An application must include the following information:

(1) The applicant's name, telephone number, mailing address, electronic mail address, and street address, if different from the mailing address, and the same information for each landowner and operator, if different from the applicant. For applicants who are individuals, a government-issued identification document or similar proof of legal right to work in the state of Texas shall be required. Applicants transacting business in Texas must provide proof of such right to transact business in Texas;

(2) Proof that the applicant owns the real property upon which the operator will place the donation box or, if the applicant does not own the real property upon which the donation box will be placed, written permission by the landowner or an authorized agent of the landowner to place the donation box as proposed in the application;

(3) A site plan or map drawn to scale showing the exact placement of the donation box on the proposed site;

(4) A service plan for each donation box. The service plan shall include information regarding which days and the time of day the items will be collected, and other requirements described under section 4.09.020(16) of this Code;

(5) A description of the size, color, and design of the donation box, and the type of material from which the box is constructed;

(6) A list of any other donation boxes located on the same property as the donation box that is the subject of the application;

(7) Proof of required insurance;

(8) A declaration of compliance with other laws; and

(9) Any other information that may be reasonably requested by the city.

(b) Any change in the information listed in subsection (a) of this section shall require a supplement to the application, and must be reported by the permit holder to the city within ten days after the change. Failure to supplement the permit application as required by the city invalidates the permit issued under the original application. The city may require a permit holder to reapply for a permit if information provided in the original application changes. The city may promulgate procedures and regulations regarding the requirement to supplement any change in the information listed under subsection (a) of this section.

(c) A separate permit shall be required for each donation box regardless of the ownership thereof. Permits issued under the provisions of this article shall be valid only at the address stated on the permit.

(d) A nonrefundable annual permit fee of \$200.00 for each donation box shall be required. Each permit shall expire on the one-year anniversary of the date of issuance unless revoked under this article.

§ 4.09.011. Issuance or denial of a permit application.

(a) The city shall issue a permit after receipt of a completed application if all requirements have been met. If not all requirements for issuance of a permit have been met, the city shall deny the permit application. The city shall issue notice of the denial to the applicant within a reasonable time.

(b) After issuance of a permit, the city shall issue a decal to the applicant to place on the donation box. This decal shall remain affixed to the donation box and visible on the outside of the donation box for the entire duration of the permit. Failure to maintain a

visible decal on a donation box may constitute a violation and invalidation of a permit issued under this section. It shall be unlawful for a person, other than an employee of the city authorized to administer this article, to remove a decal from a donation box.

(c) An applicant may appeal a decision to deny a permit application in the same manner as for revocation of a permit under section 4.09.012 of this Code.

§ 4.09.012. Transfer, revocation, and appeal.

(a) Permits and decals are nontransferable.

(b) The city may revoke a permit for any of the following reasons without refund of any portion of the required fee:

(1) The information provided in the application is materially false, incorrect, or incomplete;

(2) The permit was issued through error;

(3) The permit holder has failed to comply with any applicable provision of this article; or

(4) The use of the donation box or permit has been discontinued for a continuous period of 180 days.

(c) Revocation of a permit for a single donation box does not affect the validity of permits granted for other donation boxes with the same landowner or operator.

(d) In the event that the city determines pursuant to this article that a permit holder is no longer eligible for a permit, or the city otherwise revokes the same, the permit holder shall be given notice in writing of the reasons for the revocation by the city. A permit holder may appeal the decision of the city regarding the revocation by filing a written request for a hearing with the city manager within 20 calendar days after he is given notice of the revocation. The permit holder's written request for a hearing shall set out the grounds on which the revocation is challenged. The city manager's decision on the revocation shall be final.

(e) If a permit is revoked by the city for violation of this article, it shall not be reissued within the one-year period following the date that the permit was revoked.

§ 4.09.013. Indemnification of city.

The applicant must agree, as a condition of any permit issued under this article, to indemnify and hold harmless the city, its officers, agents, contractors, and employees against any loss, liability or damage, including expenses and costs for bodily injury and for property damage sustained by any person, organization or entity resulting from the

applicant's operation of a donation box or resulting from the city's abatement of a violation or emergency nuisance under this article.

§§ 4.09.014—4.09.019. Reserved.

Division 3.

Donation Box Requirements

§ 4.09.020. General requirements.

Each donation box in the city shall comply with the following requirements:

- (1) Current contact information for the operator of the donation box shall always be displayed on a donation box.
- (2) A valid decal shall be posted on the donation box and visible from the right-of-way at all times.
- (3) Each donation box shall indicate, in clearly legible writing, the types of items accepted for donation, and that all donations must fit into and be placed within the donation box.
- (4) No donation box shall be placed in the city's right-of-way.
- (5) At least one parking space shall be provided for use of persons accessing the proposed donation box. The donation box shall not block any parking space required under this Code or any other law.
- (6) A donation box shall only be located on a paved surface.
- (7) A donation box shall not be placed less than 25 feet from the adjacent right-of-way.
- (8) No donation box shall be permitted in a required landscape buffer or building setback, drainage easement, floodplain, driveway, utility easement or fire lane.
- (9) No donation box shall be permitted in a visibility triangle as described in the city's zoning or subdivision regulations.
- (10) No donation box shall exceed 125 cubic feet in volume or have a footprint that exceeds 50 square feet, about the size of an average business waste receptacle.
- (11) No more than one donation box shall be placed on a single property except that one additional donation box may be permitted on a property with more than 500 feet of road frontage. Where two donation boxes are placed on the same property, they shall

be arranged side-by-side with no more than 12 inches of separation. For the purposes of this paragraph a shopping center, strip center, office park, or other similar commercial property operated with common access and shared parking or interconnected parking areas is considered a single property.

(12) No donation box shall constitute a hazard for drivers on nearby roadways.

(13) A donation box shall not impede traffic or pedestrian travel, nor materially impair any motor vehicle operation within a parking lot, driveway, or street.

(14) A donation box shall be made of metal or other material that will reduce the possibility of arson, degradation resulting from exposure to the elements, and vandalism.

(15) All donated materials shall fit into and be placed inside the donation box. The collection or storage of any materials outside the container is strictly prohibited.

(16) Each landowner and operator of a donation box shall be responsible for collecting the contents of the donation box to prevent overflow and littering as part of the service plan required under this article. Each landowner and operator shall keep the real property within 25 feet of the donation box free of trash, debris, donations, clothes, furniture, and any other materials related to or resulting from operation of the donation box.

(17) Each operator shall at all times maintain commercial general liability insurance with coverage of not less than \$1,000,000.00. The city shall be listed as an additional insured on any such policy.

(18) Each donation box shall comply with all applicable state and federal laws, including but not limited to section 17.922 of the Texas Business and Commerce Code.

§ 4.09.021. Other maintenance and operation requirements.

(a) The structural and visual integrity of a donation box must be maintained at all times.

(b) The permit conditions must be met at all times during the term of the permit.

(c) A donation box shall not be used for solicitation or collection of anything other than clothing and household items.

(d) Compliance with the requirements of this division must be continuously maintained.

§§ 4.09.022—4.09.029. Reserved.

Division 4.

Abatement

§ 4.09.030. Abatement.

(a) Whenever the city is made aware of the existence of a donation box that is in violation of this article, the city shall issue a notice of the violation and a written order to remove or abate the violation within five business days of the mailing or personal delivery or publication or posting. The notice shall be sent to the landowner and operator of the donation box, provided that notice shall not be required prior to an abatement of an emergency nuisance described in section 4.09.031 of this Code. Any required notice under this subsection shall also be given in compliance with the applicable provisions of section 342.006 of the Texas Health and Safety Code, as amended.

(b) If a landowner or operator fails to remove or abate a violation of this article within five business days of the city's mailing or personal delivery or publication or posting of notice of the violation, then the city shall be authorized to carry out any and all abatement, which includes, but is not limited to, the following actions:

- (1) Taking reasonable measure to remedy the violation;
- (2) Revoking any permit issued for that donation box; or
- (3) Ordering the removal and impoundment of the donation box.

(c) Any donation box placed or maintained on real property without consent of the landowner or any donation box that blocks the right of way shall be subject to removal and impoundment by the city, provided that notice under subsection (a) of this section shall not be required prior to removal or impoundment.

(d) For any abatement that is carried out by the city under this section, the city may assess its expenses related to such abatement, including applicable overhead expenses, and place a lien on any real property on which the donation box was placed. After determining the amount of expenses and charging the same against the applicable landowner or operator, the city shall certify a statement of such expenses and shall file the same with the county clerk of the county in which the premises or real property is located. Upon filing such lien with the county clerk, the city shall have a privileged lien, inferior only to tax liens and liens for street improvements, to secure the expenditure so made.

(e) If the city has removed a donation box under this section, and the landowner or operator or their designee has not retrieved the donation box and paid the city's expenses described in subsection (d) of this section within 30 days after removal, the city may dispose of the donation box without providing further notice.

§ 4.09.031. Emergency abatement of nuisance.

(a) If an city determines that a donation box is maintained in a manner or condition prescribed in this section, the city may, without providing the notice required under this article, take immediate action to abate the nuisance, including removal of the donation box. Each of the following is an emergency requiring immediate action to protect the public health or safety, is declared a nuisance subject to abatement, and is hereby prohibited and made unlawful under this section:

(1) A donation box or any area within 25 feet of a donation box that is a breeding place for flies because of the unsafe/unsanitary condition of the donation box or its contents;

(2) The presence of ectoparasites, including bedbugs, lice, and mites, suspected to be disease carriers in a donation box or within 25 feet of a donation box because of the unsafe/unsanitary condition of the donation box or its contents;

(3) The accumulation or collection of any water, stagnant, flowing, or otherwise, in a donation box or within 25 feet of a donation box, in which the mosquito breeds or which may become a breeding place for mosquitoes;

(4) The presence of well grown mosquito larvae, or of pupae, in a donation box or within 25 feet of a donation box, because of the donation box;

(5) A donation box that is defective and allows leakage or spilling of contents;

(6) A condition of a donation box, including any structural defect of the donation box, that may injuriously affect the public health;

(7) The deposit or accumulation of any foul, decaying, or putrescent substance or other offensive matter in a donation box or within 25 feet of a donation box;

(8) A donation box harboring rats or other vermin; and

(9) The detectible presence of urine or the presence of feces, vomit or other bodily fluids in a donation box or within 25 feet of a donation box.

(b) Not later than the tenth business day after the date of abatement under this section, the city shall give notice thereof to the landowner and operator in the manner provided for notice under this article. The landowner or operator may request a hearing within 20 calendar days after he is given notice of the abatement under this section by filing a written request for a hearing with the city. The hearing shall be scheduled not later than 30 calendar days after receipt of the request for a hearing and shall be conducted by the city manager for the purpose of determining whether the conditions

qualified for abatement under the terms of this section. The city manager's decision shall be final.

(c) A landowner or operator who violates this section is guilty of a misdemeanor punishable by a fine up to \$2,000.00. Each day any violation continues shall constitute and be punishable as a separate violation of this article.

(d) For any abatement that is carried out by the city under this section, the city may assess its expenses for such abatement and place a lien on any real property on which the donation box was placed in the same manner as under section 4.09.030(d) of this Code.

(e) If the city has removed a donation box under this section, and the landowner or operator or their designee has not retrieved the donation box and paid the city's expenses described in subsection (d) of this section within 30 days after removal, the city may dispose of the donation box without further notice.

SECTION 3

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

SECTION 4

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

SECTION 5

All rights and remedies of the City of Joshua are expressly saved as to any and all violations of the provisions of existing ordinances which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 6

Any person, firm or corporation who violates any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished by fine of not less than less than One Dollar (\$1.00) and not more than Five Hundred Dollars (\$500.00) for each offense, and each and every day such violation shall continue shall constitute a separate offense, except for a violation of section 4.09.031, for which the fine amount is up to Two Thousand Dollars (\$2,000.00) for each offense, and each and every day such violation shall constitute a separate offense.

SECTION 7

This Ordinance shall become effective from and after its adoption and publication as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, ON THIS THE ____ DAY OF _____, 2024.

Scott Kimble, Mayor

ATTEST:

Alice Holloway, City Secretary

APPROVED AS TO FORM:

Terrence S. Welch, City Attorney

CITY OF JOSHUA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, EXPRESSING NO CONFIDENCE IN THE CHIEF APPRAISER AND CERTAIN MEMBERS OF THE BOARD OF DIRECTORS OF THE JOHNSON COUNTY CENTRAL APPRAISAL DISTRICT; MAKING FINDINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Joshua, Texas ("City"), is a home-rule municipality located in Johnson County; and

WHEREAS, residents of the City have been subjected to multiple and excessive property appraisals and valuations, resulting in excessive property taxation; and

WHEREAS, even with state property tax limitations, including amendments to the Texas Constitution approved by the voters in November 2023, property taxes in Johnson County continue to skyrocket, with no end in sight; and

WHEREAS, Vance Castles, Vice Chair, and Toby Ford, member, of the Board of Directors of the Johnson County Central Appraisal District have taken little or no action to address skyrocketing property appraisals and valuations in Johnson County, and moreover, approved an employment contract for Chief Appraiser Jim Hudspeth that included an excessively generous, and potentially very costly, severance provision; and

WHEREAS, it is the desire of the City Council to express its displeasure with (1) the continuation of excessive property appraisals and valuations, and (2) those members of the Johnson County Appraisal District Board of Directors who are accountable for such and other excessive expenditures, including the Chief Appraiser's employment contract with its potentially costly severance provision.

NOW, THEREFORE, BE IT RESOLVED 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 Resolution as if copied in their entirety.

SECTION 2

The City Council hereby expresses its lack of confidence in Vance Castles, Vice Chair, and Toby Ford, member, of the Board of Directors of the Johnson County Central Appraisal District, and Jim Hudspeth, Chief Appraiser, and admonish them to immediately address and take action relative to excessive property appraisals and valuations in

Johnson County and further, the City Council expresses its lack of confidence in Vance Castles and Toby Ford for having approved an employment contract for Chief Appraiser Jim Hudspeth that included an excessively generous, and potentially very costly, severance provision.

SECTION 3

This Resolution shall take effect immediately from and after its date of passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, ON THIS 27TH DAY OF JUNE, 2024.

Scott Kimble, Mayor

ATTEST:

Alice Holloway, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, City Attorney



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

WHEREAS, Client is a member of Sourcwell (formerly known as National Joint Powers Alliance) ("Sourcwell") under member number 190672.

WHEREAS, Tyler participated in the competitive bid process in response to Sourcwell RFP #090320 by submitting a proposal, on which Sourcwell awarded Tyler a Sourcwell contract, numbered 090320-TTI (hereinafter, the "Sourcwell Contract");

WHEREAS, documentation of the Sourcwell competitive bid process, as well as Tyler's contract with and pricing information for Sourcwell is available at <https://www.sourcwell-mn.gov/cooperative-purchasing/090320-tti>; and

WHEREAS, Client desires to purchase off the Sourcwell Contract to procure certain software functionality from Tyler, which Tyler agrees to deliver pursuant to the Sourcwell Contract and under the terms and conditions set forth below;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the City of Joshua, Texas.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A

contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.

- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit D.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable.

- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. **Rights Granted.** We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.
2. **SaaS Fees.** You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. **Ownership.**
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. **Restrictions.** You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party’s business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.
 - 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
 - 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
 - 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
 - 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the

request.

- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
 - 9.2 provide support during our established support hours;
 - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot

resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your

receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. **Term.** The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. **Termination.** This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 **Failure to Pay SaaS Fees.** You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 **For Cause.** If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 **Force Majeure.** Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 **Lack of Appropriations.** If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.
4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes,

including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.
19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
23. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

24. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Third Party Terms
Exhibit E	Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Joshua, Texas

By: Tina Mize

By: _____

Name: Tina Mize

Name: _____

Title: Group General Counsel

Title: _____

Date: 06/05/24

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

City of Joshua
101 South Main Street
Joshua, TX 76058
Attention: Marcie Freelan



Exhibit A

Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date.

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Sales Quotation For:
City of Joshua
101 S Main St
Joshua TX 76058-3302

Quoted BY Kirk Cunningham
Quote Expiration 7/31/24
Quote Name ERP Pro SaaS

Tyler Annual Software – SaaS			
Description	List Price	Discount	Annual
Tyler One			
Identity			
Identity Workforce Advanced [10]	\$ 60	\$ 0	\$ 60
Time & Attendance			
Time & Attendance Mobile Access License	\$ 1,503	\$ 150	\$ 1,353
Time & Attendance	\$ 4,143	\$ 414	\$ 3,729
Content Manager Suite			
Content Manager Core	\$ 3,537	\$ 354	\$ 3,183
Municipal Justice			
Municipal Justice 10 Suite			
Case Manager	\$ 4,244	\$ 424	\$ 3,820
Cash Collections	\$ 0	\$ 0	\$ 0
Output Director	\$ 1,769	\$ 177	\$ 1,592
Dallas Regional Warrant Interface	\$ 4,823	\$ 482	\$ 4,341

Tyler Annual Software – SaaS			
Description	List Price	Discount	Annual
Collection Agency Export Interface	\$ 1,061	\$ 106	\$ 955
ERP Pro			
ERP Pro 10 Financial Management Suite			
Invoice Approvals	\$ 0	\$ 0	\$ 0
Core Financials	\$ 10,285	\$ 1,029	\$ 9,256
Fixed Assets	\$ 1,077	\$ 108	\$ 969
Human Resources Management (Includes Position Budgeting)	\$ 8,356	\$ 836	\$ 7,520
Employee Access Pro	\$ 0	\$ 0	\$ 0
Project Accounting	\$ 2,312	\$ 231	\$ 2,081
Purchasing	\$ 3,076	\$ 308	\$ 2,768
ERP Pro 10 Customer Relationship Management Suite			
Cashiering	\$ 1,415	\$ 142	\$ 1,273
TOTAL:			
\$ 47,661 \$ 4,761 \$ 42,900			
Term # of Years: 3			

Tyler Annual Services	
Description	Annual
ERP	
Other Services	
Tyler University	\$ 1,822
TOTAL:	
\$ 1,822	

Tyler Fees per Transaction	
Description	Net Unit Price
Municipal Justice	

Tyler Fees per Transaction	
Description	Net Unit Price
Municipal Justice 10 Suite	
Court Case Resolution Bundle	\$ 0.00
Miscellaneous Payments	\$ 1.25
ERP Pro	
ERP Pro 10 Financial Management Suite	
AP Automation	\$ 0.00

Third Party Software & Hardware				
Description	Quantity	Unit Price	Extended Price	Annual
Tyler One				
Time & Attendance				
Touchscreen 10: Biometric Reader	7	\$ 2,710	\$ 18,970	\$ 1,897
TOTAL:			\$ 18,970	\$ 1,897

Services		
Description	Hours/Units	Extended Price
ERP Pro 10 Financial Management Suite		
Professional Services	324	\$ 46,980
Project Management	1	\$ 1,500
Data Conversion Services		\$ 7,500
ERP Pro 10 Customer Relationship Management Suite		
Professional Services	20	\$ 2,900

Services		
Description	Hours/Units	Extended Price
Municipal Justice 10 Suite		
Data Conversion Services		\$ 6,500
Professional Services	76	\$ 11,020
Project Management	1	\$ 1,400
Time & Attendance		
Project Management	1	\$ 1,500
Professional Services	50	\$ 7,250
Content Manager Suite		
Professional Services	32	\$ 4,640
TOTAL:		\$ 91,190

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 42,900
Total Third Party Hardware, Software, Services	\$ 18,970	\$ 1,897
Total Tyler Services	\$ 91,190	\$ 1,822
Summary Total	\$ 110,160	\$ 46,619
Contract Total	\$ 156,779	

Comments

Work will be delivered remotely unless otherwise noted in this agreement.
SaaS is considered a term of one year unless otherwise indicated.

Cashiering	Cashiering supports credit/debit cards, is PCI Compliant, and includes a cash collection interface and a cashiering receipt import.
Invoice Approvals	Invoice Approvals, included with AP Automation, automates invoice workflows by routing them to the appropriate departments for completion and approval.
Core Financials	Core Financials includes general ledger, budget prep, bank recon, AP, CellSense, a standard forms pkg, output director, positive pay, secure signatures.
Identity Workforce Advanced [10]	Tyler’s Identity Workforce currently supports the following identity providers (IdP’s) for use with Tyler back-office solutions: Microsoft Active Directory through Azure AD, ADFS or Okta AD agent, Google Cloud Identity, Identity Automation RapidIdentity, and Okta. Any requirement by you to use an IdP not supported by Tyler may require additional costs, available upon request. Identity Workforce SaaS Fees are based on user counts. Year one SaaS Fee is based on estimated user count as indicated in this order. Unless otherwise agreed by the parties, the SaaS Fee for each subsequent annual term is based on the preceding annual term’s annual user count.
Court Case Resolution Bundle	Court Case Resolution Bundle includes: Court Defendant Access, Court IVR and Notifications for Court. A fee is paid by the defendant for each transaction processed through Court Defendant Access or Court IVR: \$1.00 for payments under \$100, \$2.50 for payments over \$100, and \$3.50 for advanced online transactions. A \$0.20 fee is paid by the client for each violation for which a phone notification is attempted. Text message notifications are free of charge provided the client 1) enables the standard campaigns that include a link to Court Defendant Access, and 2) enables advanced online transactions that are currently available or defendants at the counter or by mail. This contract replaces existing Court Defendant Access annual fees.
Miscellaneous Payments	Miscellaneous Payments Component allows clients to setup payment forms for misc. payments with a fixed, calculated or open payment amount. The payments are sent from the website to the cash collection/Cashiering application and then posted to the GL application. NOTE: There is a per transaction fee associated with the Miscellaneous Payments that will be paid by client unless Tyler is instructed by the client to pass along to the user at time of payment.

Financial Management Data Conversion	Financial Management conversion includes Chart of Accounts, General Ledger, and Accounts Payable. Prior fiscal year balances, current fiscal year balanced transactions, and unlimited unbalanced transaction history are also included.
Human Resources Management / Payroll Data Conversion	Human Resources Management conversion includes employee data, current calendar year balanced transactions, and unlimited unbalanced transaction history.
Case Management Data Conversion	Court Case Management conversion includes Name Information (Address, phone, name notes), Vehicle Information, Officer Information, Offense Code Information, Case Information (violation date, comments, citation), Witness Information, Disposition Information
AP Automation	AP Automation pricing quoted reflects processing via check or Virtual Card. Processing checks will incur a fee and an invoice will be provided annually based on actual usage. Please refer to the Terms of Use for Fee Structure and to agree to terms: https://www.tylertech.com/client-terms/ap-automation-payment-terms-of-use



Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
 - 2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.2 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.3 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 2.4 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
 - 2.5 *Other Fixed Price Services:* Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - 2.6 *Web Services:* Annual fees for web services are payable in advance, commencing upon the availability of the service. Your annual fees for the initial term are set forth in the

Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

2.7 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

3. Third Party Products and Hardware.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when we make it available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.

3.3 *Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Hardware Maintenance*: The first year maintenance fee for Hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.

3.5 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

3.6 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



**Exhibit B
Schedule 1
Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar month, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance Window: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the live production environment.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. **Service Availability**

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable month. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 99.70%	Remedial action will be taken
99.69% - 98.50%	2% of SaaS Fees paid for applicable month
98.49% - 97.50%	4% of SaaS Fees paid for applicable month
97.49% - 96.50%	6% of SaaS Fees paid for applicable month
96.49% - 95.50%	8% of SaaS Fees paid for applicable month
Below 95.50%	10% of SaaS Fees paid for applicable month

* Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.

IV. **Maintenance Notifications**

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting

support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D
Statement of Work

City of Joshua

SOW from Tyler Technologies, Inc.

5/20/2024

Presented to:

Marcie Freelen
101 South Main Street
Joshua, TX 76058

Contact:

Kirk Cunningham
5519 53rd St.
Lubbock, TX 79414
Email: Kirk.Cunningham@TylerTech.com

Table of Contents

PART 1: EXECUTIVE SUMMARY	1
1. Project Overview	1
1.1 Introduction	1
1.2 Project Goals	1
1.3 Methodology.....	1
PART 2: PROJECT FOUNDATION	3
2. Project Governance	3
3. Project Scope Control	4
3.1 Managing Scope and Project Change	4
3.2 Change Control	4
3.3 Change Request Management.....	4
4. Acceptance Process	6
5. Roles and Responsibilities	6
5.1 Tyler Roles & Responsibilities	6
5.1.1 Tyler Executive Manager.....	7
5.1.2 Tyler Implementation Manager	7
5.1.3 Tyler Project Manager.....	7
5.1.4 Tyler Implementation Consultant	8
5.1.5 Tyler Sales	8
5.1.6 Tyler Technical Services	8
5.2 City Roles & Responsibilities	9
5.2.1 City Executive Sponsor	9
5.2.2 City Steering Committee	9
5.2.3 City Project Manager	9
5.2.4 City Functional Leads	11
5.2.5 City Power Users	11
5.2.6 City End Users	12
5.2.7 City Technical Lead.....	12
5.2.8 City Change Management Lead	12
PART 3: PROJECT PLAN	13
6. Project Stages.....	13
6.1 Initiate and Plan	14
6.1.1 Initial Coordination	14
6.1.2 Project/Phase Planning	15
6.1.3 Infrastructure Planning	16

6.1.4	Stakeholder Meeting.....	17
6.1.5	This work package is not applicable.....	18
6.1.6	Control Point 1: Initiate & Plan Stage Acceptance.....	18
6.2	Assess & Define.....	18
6.2.1	Solution Orientation.....	18
6.2.2	Current & Future State Analysis.....	19
6.2.3	Data Assessment.....	20
6.2.4	Conversion Assessment	21
6.2.5	This work package is not applicable.....	23
6.2.6	This work package is not applicable.....	23
6.2.7	Control Point 2: Assess & Define Stage Acceptance	23
6.3	Prepare Solution	23
6.3.1	Initial System Deployment	23
6.3.2	Configuration	24
6.3.3	Process Refinement	25
6.3.4	Conversion Delivery	27
6.3.5	This work package is not applicable.....	28
6.3.6	This work package is not applicable.....	28
6.3.7	Control Point 3: Prepare Solution Stage Acceptance.....	28
6.4	Production Readiness	29
6.4.1	Solution Validation.....	29
6.4.2	Go-Live Readiness	30
6.4.3	End User Training	31
6.4.4	Control Point 4: Production Readiness Stage Acceptance.....	32
6.5	Production.....	32
6.5.1	Go-Live	32
6.5.2	Transition to Client Services.....	34
6.5.3	Post Go-Live Activities.....	34
6.5.4	Control Point 5: Production Stage Acceptance.....	35
6.6	Close.....	36
6.6.1	Phase Closeout.....	36
6.6.2	Project Closeout.....	37
6.6.3	Control Point 6: Close Stage Acceptance.....	38
7.	General Assumptions.....	38
7.1	Project.....	38
7.2	Organizational Change Management	39
7.3	Resources and Scheduling	39
7.4	Data.....	39
7.5	Facilities.....	40
8.	Glossary	41
PART 4:	APPENDICES	44
9.	Conversion	44

9.1	ERP Pro Financials Conversion Summary.....	44
9.1.1	General Ledger	44
9.1.2	Accounts Payable	44
9.1.3	Personnel Management.....	44
9.1.4	Court Case Management - Standard.....	44
10.	Additional Appendices	46
10.1	This work package is not applicable.....	46
11.	Project Timeline.....	47
11.1	Municipal Justice Timeline	47
11.2	ERP Pro Financial Management Timeline	48
11.3	This work package is not applicable.....	48

Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies (“Tyler”) is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler’s end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler’s solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and the City (collectively the “Project”).

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Streamlining business processes through automation, integration, and workflows
- Provide a single, comprehensive, and integrated solution to manage business functions
- Eliminate redundant data entry
- Provide a user-friendly user interface to promote system use and productivity

1.3 Methodology

This is accomplished by the City and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the City’s complexity and organizational needs.

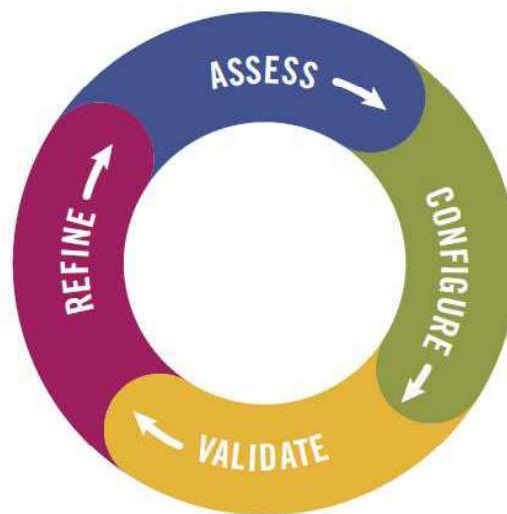
Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both the City and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the City and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where the City's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.

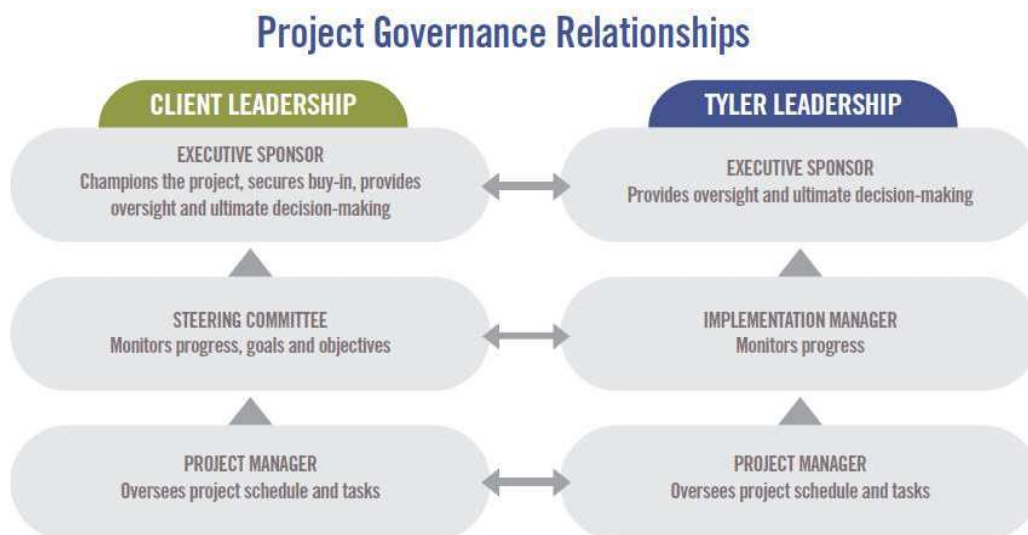
Part 2: Project Foundation

2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The chart below illustrates an overall team perspective where Tyler and the City collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the City Steering Committee become the escalation points to triage responses prior to escalation to the City and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The City and Tyler executive sponsors serve as the final escalation point.



3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the “triple constraints” or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

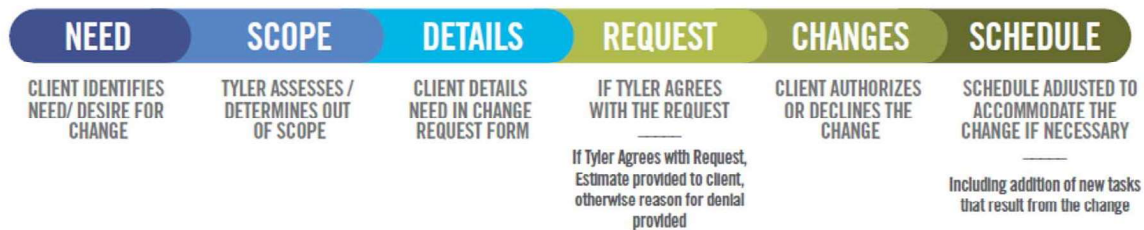
3.3 Change Request Management

Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the City; for example, the City may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:

- The nature of the change.
- A good faith estimate of the additional cost or associated savings to the City, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The City will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the City). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

Change Request Process



4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each City office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the City will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining City feedback and approval on Project deliverables will be critical to the success of the Project. The City project manager will strive to gain deliverable and decision approvals from all authorized City representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each City department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The City shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the City does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the City does not agree the Deliverable or Control Point meets requirements, the City shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The City shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the City does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the City and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the City, but are roles defined within the Project. It is common for individual resources on both the Tyler and City project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.

5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the City 's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to the City 's executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with City management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the City, the Tyler Project Manager provides regular updates to the City Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by the City project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.
- Collaborates with the City project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the City any items that may impact the outcomes of the Project.
- Collaborates with the City 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with the City 's project manager(s) to set a routine communication plan that will aide all Project team members, of both the City and Tyler, in understanding the goals, objectives, status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the City through software validation process following configuration.
- Assists during Go-Live process and provides support until the City transitions to Client Services.
- Facilitates training sessions and discussions with the City and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.

5.2 City Roles & Responsibilities

City resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 City Executive Sponsor

The City executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the City steering committee, project manager(s), and functional leads to make critical business decisions for the City.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

5.2.2 City Steering Committee

The City steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the City project manager and Project through participation in regular internal meetings. The City steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The City steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - Project Goals
 - City Policies
 - Needs of other client projects

5.2.3 City Project Manager

The City shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The City Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the City project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a

timely fashion to avoid Project delays. The City project manager(s) are responsible for reporting to the City steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the City project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the City staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all City resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to City technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.

- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 City Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the City project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Meeting
 - Project Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues
 - Communication with Tyler project team
 - Coordination of City resources
 - Attendance at scheduled sessions
 - Change management activities
 - Modification specification, demonstrations, testing and approval assistance
 - Data analysis assistance
 - Decentralized end user training
 - Process testing
 - Solution Validation

5.2.5 City Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the City business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the City staff during and after implementation.

- Participate in conversion review and validation.

5.2.6 City End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 City Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for City third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from the City's legacy system per the conversion schedule set forth in the project schedule.

5.2.7.1 City Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the City's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with City and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 City Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.

Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “Work Packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “Control Point”, confirming the work performed during that stage of the Project has been accepted by the City.

Work Breakdown Structure (WBS)

1. Initiate & Plan	2. Assess & Define	3. Prepare Solution	4. Production Readiness	5. Production	6. Close
1.1 Initial Coordination	2.1 Solution Orientation	3.1 Initial System Deployment	4.1 Solution Validation	5.1 Go Live	6.1 Phase Close Out
1.2 Project/Phase Planning	2.2 Current & Future State Analysis	3.2 Configuration	4.2 Go Live Readiness	5.2 Transition to Client Services	6.2 Project Close Out
1.3 GIS Planning*	2.3 Modification Analysis	3.3 Process Refinement	4.3 End User Training	5.3 Post Go Live Activities	
1.4 Infrastructure Planning	2.4 Conversion Assessment	3.4 Conversion Delivery			
1.5 Stakeholder Meeting	2.5 Data Assessment	3.5 Data Delivery			
		3.6 Modifications*			

**Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as “This work package is not applicable” in Section 6 of the Statement of Work.*

6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the City with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. the City gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the City's team. During this step, Tyler will work with the City to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify City project team.

STAGE 1	Initial Coordination																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I	I	I		I						
City project team is assigned									A	I	R	I	I	I			
Provide initial project documents to the City		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						
Create Project Portal to store project artifacts and facilitate communication		A	R								I						

Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Working initial project documents
	Project portal

Work package assumptions:

- Project activities begin after the agreement has been fully executed.

6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with the City to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all City Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to the City's Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the City Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the City with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Project/Phase Planning																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
		A	R						I		C	C	I				
	Schedule and conduct planning session(s)																

Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	City provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- City has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. The City is responsible for the installation, setup, and maintenance of all peripheral devices.

Objectives:

- Ensure the City's infrastructure meets Tyler's application requirements.
- Ensure the City's infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
		A	R		C		C				C						C
		A	R				C				I						

Inputs	Initial Infrastructure Requirements	
Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Completed Infrastructure Requirements	Delivery of Requirements

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the City Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the City team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I

Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

Work package assumptions:

- None

6.1.5 This work package is not applicable.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the City
- Stakeholder meeting complete

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current City business processes. This information will be used to identify and define business processes utilized with Tyler software. The City collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on City team knowledge transfer such as: eLearning, documentation, or walkthroughs. The City team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare the City for current and future state analysis.

STAGE 2	Solution Orientation	
	Tyler	City

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The City and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The City will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the City's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

STAGE 2	Current & Future State Analysis	
	Tyler	City

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	City current state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

Work package assumptions:

- City attendees possess sufficient knowledge and authority to make future state decisions.
- The City is responsible for any documentation of current state business processes.
- The City can effectively communicate current state processes.

6.2.3 Data Assessment

Given the completion of the Current & Future State Analysis, the Data Assessment will provide the implementation team the design for data delivery prior to configuration. The data Assessment will also allow the Tyler and the City teams to identify the data that will be configured within the Tyler System. The team will develop and map out dataset structures to ensure that data is structured in a way that allows maximum utility.

The teams will review any existing data publish and metadata standards for the City's current data program to determine any necessary adjustments or configuration needs. Finally, the implementation team develops data workflows to map data from the source system(s) into the Tyler system, discussing any additional data requirements as needed.

Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Complete Data Analysis/Mapping		A	R	C	C						I	C		C			I
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	City Source data
	City Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated (if applicable)	City Acceptance of Data Conversion Plan, if Applicable
		City acceptance of Solution Design Document

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with the City representatives to identify business rules before writing the conversion.
- City subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.4 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler's conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler

system. The first step in this process is to perform an assessment of the existing (“legacy”) system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	City Source data
	City Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	City Acceptance of Data Conversion Plan, if Applicable

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with the City representatives to identify business rules before writing the conversion.
- City subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.5 This work package is not applicable.

6.2.6 This work package is not applicable.

6.2.7 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.
- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the City against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- All licensed software is installed and operational.
- The City can access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*	
	Tyler	City

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software for Included Environments			A				R				I						C
Install Licensed Software on City Devices (if applicable)			I				C				A						R
Tyler System Administration Training (if applicable)			A				R				I						C

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Licensed Software is Installed on the Server(s)	Software is accessible
	Licensed Software is Installed on City Devices (if applicable)	Software is accessible
	Installation Checklist/System Document	

Work package assumptions:

- The most current available version of the Tyler Licensed Software will be installed.
- The City will provide network access for Tyler modules, printers, and Internet access to all applicable City and Tyler Project staff.
- The City has technical infrastructure in place that meets Tyler requirements to ensure sufficient speed and operability of Tyler Licensed Software. Tyler will not support the user of Licensed Software if the City does not meet the minimum standards of Tylers's published specifications.

6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with the City to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The City collaborates with Tyler staff iteratively to validate software configuration.

Objectives:

- Software is ready for validation.
- Educate the City Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete City configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. The City is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the City users on how to execute processes in the system to prepare them for the validation of the software. The City collaborates with Tyler staff iteratively to validate software configuration options to support future state.

Objectives:

- Ensure that the City understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C						A	R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (City Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update City-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed City-specific process documentation (completed by City)	

Work package assumptions:

- None

6.3.4 Conversion Delivery

The purpose of this task is to transition the City's data from their source ("legacy") system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the City will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the City to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.



Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			
Populate data crosswalks/code mapping tool			I	C	C						A	R		C			

Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R		I				I						I
Iterations: Proof/Review data and reconcile to source system			C	C	C						A	R		C			C

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	
	Conversion Iterations / Reviews Complete	Conversion complete, verified, and ready for final pass

Work package assumptions:

- The City will provide a single file layout per source system as identified in the investment summary.
- The City subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The City project team will be responsible for completing the code mapping activity, with assistance from Tyler.

6.3.5 This work package is not applicable.

6.3.6 This work package is not applicable.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.

Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.

- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the City team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the City to review the status of the project and the organizations readiness for go-live.

6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the City verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the City organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	City updates report with testing results

Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and the City will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the City has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the City will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to the City

Work package assumptions:

- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Tyler Led: Tyler provides training for all applicable users. One or multiple occurrences of each scheduled training or implementation topic will be covered.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop City specific business process documentation. City-led training labs using City specific business process documentation if created by the City can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.
- The City is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (City-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	City signoff that training was delivered

Work package assumptions:

- The City project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with the City as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of City departments.
- The City will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler's receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and/or checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the City will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the City to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the City and Tyler will complete work assigned to prepare for Go-Live.

The City provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, the City manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with the City during Go-Live activities. The City transitions to Tyler software for day-to-day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.

- City data available in Production environment.

STAGE 5	Go-Live																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	City confirms data is available in production environment

Work package assumptions:

- The City will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The City business processes required for Go-Live are fully documented and tested.
- The City Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The City Project Team and Power User's provide business process context to the end users during Go-Live.

6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of the City onto the Tyler Client Services team, who provides the City with assistance following Go-Live, officially transitioning the City to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the City teams for key processes and subject areas.

STAGE 5	Transition to Client Services																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Transfer City to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List
--------	-----------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities
--------	---------------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The City transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the City for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and the City teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	City
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	

Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the City may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the City teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to City and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
------------------------	--	---

	Post Project Report	City acceptance; Completed report indicating all project Deliverables and milestones have been completed
--	---------------------	--

Work package assumptions:

- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and the City will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The City Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the City project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the City is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring the City to make process changes.

- The City is responsible for defining, documenting, and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, City is responsible for managing Organizational Change. Impacted City resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted City resources understand the value of the change, and why they are being asked to change.

7.3 Resources and Scheduling

- City resources will participate in scheduled activities as assigned in the Project Schedule.
- The City team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the City will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The City will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The City makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The City will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The City will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The City is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the City representatives to identify business rules before writing the conversion. The City must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.

- The City will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The City Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The City is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

7.5 Facilities

- The City will provide dedicated space for Tyler staff to work with City resources for both on-site and remote sessions. If Phases overlap, City will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The City will provide staff with a location to practice what they have learned without distraction.

8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.
Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]

Infrastructure	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client's physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler's physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.

Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.

Part 4: Appendices

9. Conversion

9.1 ERP Pro Financials Conversion Summary

9.1.1 General Ledger

Standard Conversion Includes:

- Full chart of accounts listing, descriptions, and corresponding account types
- Element (segment) values and descriptions
- Summarized budget figures for current fiscal year
- Unlimited historical transactions as provided by client.

NOTE: Training will be provided on how to import additional budget years from Excel.

9.1.2 Accounts Payable

Standard Conversion Includes:

- Vendor master information, address, primary contact, and NOTES
- Unlimited historical transactions as provided by client.

9.1.3 Personnel Management

Standard Conversion Includes:

- Basic employee information – employee master, address, primary contact, dates, phone numbers, dependents, **NOTES**
- Employee Deductions & Taxes
- Employee Direct Deposit Information
- Employee Leave Balances
- Employee Retirement
- Rates/Base Pay (salary / hourly compensation)
- Unlimited historical transactions provided by client.

NOTE: Employee positions/deductions will be created according to recommended best business practices.

9.1.4 Court Case Management - Standard

- Name Information (Defendant, Address, Physical Attributes, Identification Numbers, Phone Numbers)
- Vehicle Information (Tag Number, Make, Model, Style, Color, VIN)
- Officer Information (Officer Name, Badge Number, Rank, Email)
- Offense Code Information (Offense Code, Offense Description, Statute/Ordinance)
- Case Information (Citation Number, Case Officer, Violation Date, Violation Location, PD Case Number, Docket Number, Comments)
- Witness Information (Witness Type, Subpoena Date)
- Disposition Information (Case Status, Plea, Judge, Court Location, Conviction Date, Plea Date, Attorney)

- Conversion History Information (Read only format)
- Payment Information (Fines/Fees assessed, Fines/Fees Paid, Non-Cash payments, Receipt Number, Payment Date, Payment Amount)
- Warrant Information (Warrant Type, Issue Date, Served Date, Canceled/Recalled Date, Region Number, Status, Comments, Officer Assigned) – available only when associated with a citation
- Bond Information (Bond Type, Posted Date, Applied/Refunded/Forfeited Date, Bond Number, Posted By, Bond Amount, Status)
- Payment Plan Information (Initial Payment Amount, Payment Date, Next Payment Date, Next Payment Amount) - Tyler will need a copy of the Payment Plan data to determine if the data is clean enough to convert.

10. Additional Appendices

10.1 This work package is not applicable.

11. Project Timeline

11.1 Municipal Justice Timeline

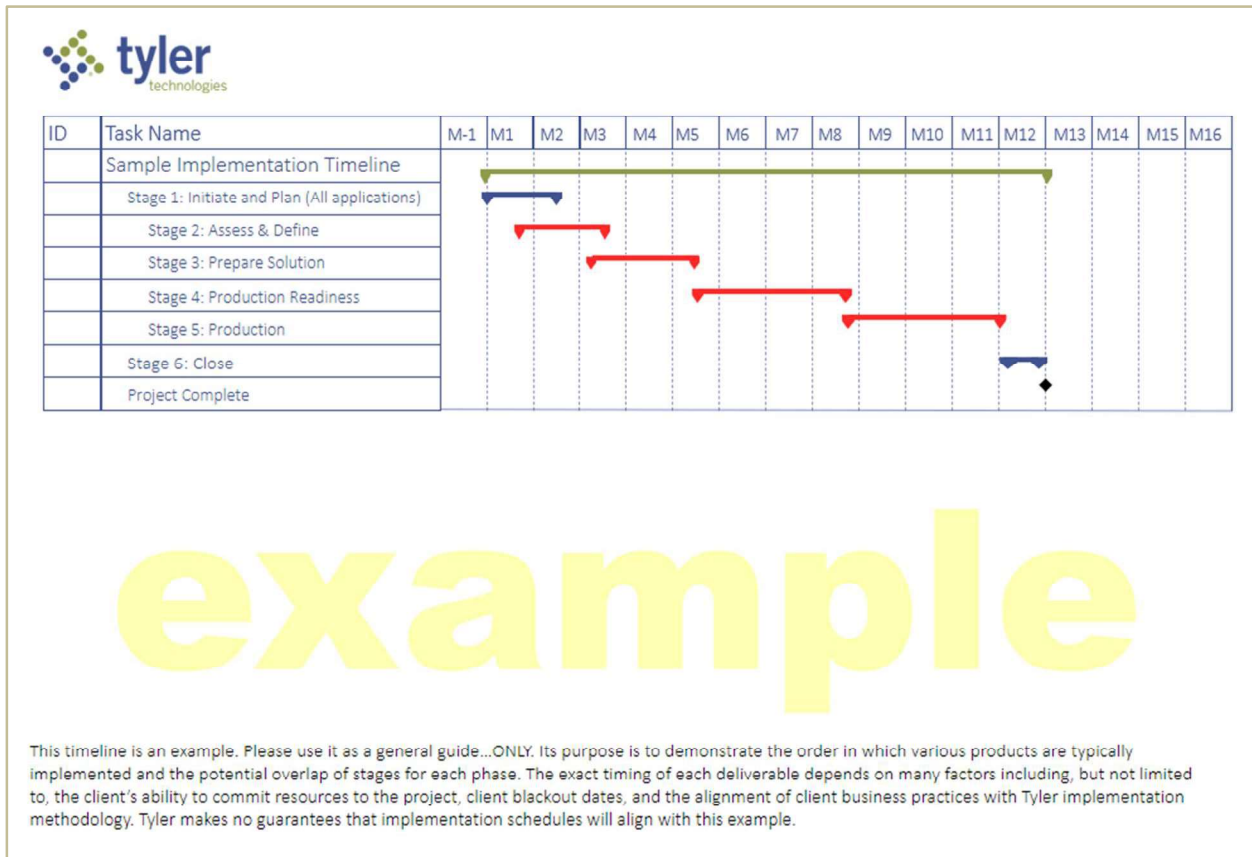


ID	Task Name	M-1	M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12	M13	M14	M15	M16
	Sample Implementation Timeline																	
	Stage 1: Initiate and Plan (All applications)																	
	Stage 2: Assess & Define																	
	Stage 3: Prepare Solution																	
	Stage 4: Production Readiness																	
	Stage 5: Production																	
	Stage 6: Close																	
	Project Complete																	

example

This timeline is an example. Please use it as a general guide...ONLY. Its purpose is to demonstrate the order in which various products are typically implemented and the potential overlap of stages for each phase. The exact timing of each deliverable depends on many factors including, but not limited to, the client's ability to commit resources to the project, client blackout dates, and the alignment of client business practices with Tyler implementation methodology. Tyler makes no guarantees that implementation schedules will align with this example.

11.2 ERP Pro Financial Management Timeline



11.3 This work package is not applicable.


Joshua, TX SaaS 060524


Final Audit Report


2024-06-05


Created:	2024-06-05
By:	Albert Mendoza (albert.mendoza@tylertech.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFpHtL4yzCKpmDYEPTIjkHeYIOU2eAePB


"Joshua, TX SaaS 060524" History


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2024-06-05 - 7:43:33 PM GMT- IP address: 163.116.253.48

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 Signer tina.mize@tylertech.com entered name at signing as Tina Mize
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 Document e-signed by Tina Mize (tina.mize@tylertech.com)
Signature Date: 2024-06-05 - 9:24:03 PM GMT - Time Source: server- IP address: 136.32.169.101

 Agreement completed.
2024-06-05 - 9:24:03 PM GMT



**City Council Agenda
June 27, 2024**

Minute Resolution

Action Item

Agenda Description:

Discuss, consider, and possible action on executing a service agreement with Tyler Technologies, Inc. in the amount of \$156,779.

Background Information:

Enterprise Resource Planning (ERP) software is used for financial, human resources, and municipal court management. The current ERP software in use was implemented in 2018, and lacks important functionality for a municipality of Joshua's size. Contract pricing through the Sourcewell purchasing cooperative is used in the agreement. Implementation is estimated to take twelve to eighteen months. The initial term of this agreement is one year and will renew automatically for additional one-year terms unless terminated by either party.

Financial Information:

One time fees for software implementation is \$110,160 and will be funded by remaining ARPA funds. Annual recurring fees are \$46,619.

City Contact and Recommendations:

Marcie Freelen, Finance Director

Staff recommends approval.

Attachments:

1. Service Agreement



**City Council Agenda
June 27, 2024**

Minutes Resolution

Action Item

Agenda Description:

Discuss, consider, and possible action on approval of the revisions to the City of Joshua Engineering Designed Standards and Specifications (EDSS) Manual.

Background Information:

The EDSS (Engineering Design and Standards Specifications) Manual establishes comprehensive guidelines for various design elements, standards, and instructions related to water lines, wastewater lines, streets and arterials, drainage facilities, and other public improvements.

The proposed amendments to the EDSS Manual are necessary to enhance enforcement of detention pond maintenance and to provide developers with clearer instructions, including the addition of checklists. These changes aim to ensure consistent compliance with our standards and improve the quality of public infrastructure projects.

Financial Information:

N/A

City Contact and Recommendations:

Amber Bransom, Staff recommends the approval of the proposed amendments.

Attachments:

- EDSS Manual Draft

CITY OF JOSHUA ENGINEERING DESIGN STANDARDS AND SPECIFICATIONS



ADOPTED
APRIL 15, 2021

REVISED **/**/****

ENGINEERING DESIGN STANDARDS AND SPECIFICATIONS

TABLE OF CONTENTS

PART 1. GENERAL	4
1.1 Purpose	4
1.2 Applicability	4
1.3 Authorization	4
1.4 Correlation to Subdivision Ordinance	4
1.5 Adoption of NCTCOG Specifications and Standards	4
1.6 Work in City Rights-of-Way and Easements	5
1.6.1 Definition	5
1.6.2 Plans	5
1.6.3 Water for Construction	5
1.6.4 Signs	5
1.6.5 Existing Utilities and Service Lines	5
1.6.6 Barricades and Lights	5
1.6.7 Engineer's Authority and Duty	6
1.6.8 Final Cleanup	6
1.6.9 Final Inspection	6
1.7 Permits and Bonds	7
1.7.1 Acceptance of Work	7
1.7.2 Permits	7
1.7.3 Permit Fees	7
1.7.4 Bond Requirement	7
1.8 Street Cuts	9
1.8.1 Cut of Improved Streets Prohibited	9
1.8.2 Exception	9
1.8.3 Cut of Unimproved Streets	9
1.8.4 Construction Standards for Street Cuts	9
1.8.5 Supervision and Approval of Work	10
1.9 Working Hours	10
PART 2. WATER AND SEWER	11
2.1 Water	11
2.1.1 Capacity Standards	11
2.1.2 Fire Hydrants	11
2.1.3 Backflow Prevention	11
2.2 Sewer	12
2.2.1 Capacity Standards	12

2.3 Policy on Well and Septic.....	12
PART 3. STREETS.....	13
3.1 Traffic Impact Analysis (TIA) Standards	13
3.1.1 Purpose.....	13
3.1.2 When a TIA is Required.....	13
3.1.3 TIA Requirements.....	13
3.2 Functional Classification and Street Dimensions	16
3.2.1 Street Classification	16
3.3 Access Control.....	17
3.3.1 Intersections and Median Openings.....	17
3.3.2 Drive Approaches	18
3.4 Geometric Design.....	18
3.4.1 Design Criteria	18
3.4.2 Street Design Elements.....	20
3.4.3 Accessibility Requirements	23
3.5 Pavement Structure Design	23
3.5.1 Pavement Design.....	23
3.5.2 Temporary Turnaround Pavement.....	24
3.5.3 Geotechnical Investigation.....	24
3.5.4 Pavement Widening.....	25
3.5.5 Pavers and Other Materials	25
3.6 Permanent Pavement Markings and Signage	26
3.7 Landscaping Systems	26
3.7.1 Requirements.....	26
3.7.2 Metering	26
3.8 Street Lighting Requirements.....	27
3.8.1 Street Lighting Type	27
3.8.2 Placement and Spacing.....	27
PART 4. DRAINAGE	28
4.1 Adoption of <i>iSWM Technical Manual</i>	28
4.2 Analysis Criteria	28
4.2.1 Peak Runoff.....	28
4.2.2 Downstream Assessment	29
4.3 Design Criteria	30
4.3.1 Design Storm Frequencies	30
4.3.2 Offsite Areas.....	31
4.3.3 Storm Drain Requirements.....	31
4.3.4 Detention Pond Requirements	32
4.3.5 Channel Requirements	33

4.3.6	Culvert and Bridge Requirements.....	36
4.3.7	Lot Grading Standards.....	36
PART 5. APPENDICES		38
5.1	Appendix A – Engineering File Submission Guidelines.....	39
5.1.1	Media	39
5.1.2	Submittal Content.....	39
5.1.3	File Naming Convention.....	39
5.2	Appendix B – Engineering Submission Guidelines & Plan Review Checklist.....	41
5.3	Appendix C – Construction Plan SWPPP Review Procedure.....	51
5.4	Appendix D – Public Works Materials Testing	53
5.5	Appendix E – General Notes	57
5.5.1	General Notes for Paving Improvements	60
5.5.2	Work in TxDOT ROW.....	61
5.5.3	Utility Coordination	61
5.5.4	General Notes for Water Improvements	62
5.5.5	General Notes for Sanitary Sewer Improvements	62
5.5.6	General Notes for Storm Drain Improvements	62

1.1 PURPOSE

The purpose of the Engineering Design Standards and Specifications (EDSS) manual is to provide a set of guidelines for designing water, sewer, streets, drainage facilities, and other public improvements, and for preparing construction plans and specifications for such facilities which are to be owned, operated, and/or maintained by the City of Joshua, Texas.

1.2 APPLICABILITY

The scope of the Engineering Design Standards and Specifications manual includes the various design elements, standards, and instructions required for the design of water lines, wastewater lines, streets and arterials, drainage facilities, and other public improvements. These guidelines shall be used by the City and consulting engineers for both public and private developments in the City of Joshua and its extra-territorial jurisdiction (ETJ). This manual also applies to redevelopment and additions to previously developed and subdivided areas. These guidelines shall also be used for plat approval, the issuance of building and earthwork/grading permits, construction plan approval by the City, site plan approval, and for other construction within public right-of-way and easements.

1.3 AUTHORIZATION

The guidelines provided in the manual shall be effective immediately upon adoption by the City of Joshua. The engineer of record shall bear sole responsibility for meeting the engineering standard of care for all aspects of the design, meeting the City's design and construction requirements, and providing a design that is suitable to the site-specific conditions and intended use of the facilities. The design criteria may be modified by administrative action and subsequent City ordinance at such times as may be appropriate.

1.4 CORRELATION TO SUBDIVISION ORDINANCE

The Engineering Design Standards and Specifications manual and City of Joshua Subdivision Ordinance are complementary, and what is required by one document shall be binding as if required by both. In case of conflict between the EDSS manual and the Subdivision Ordinance, the more stringent criteria shall apply.

1.5 ADOPTION OF NCTCOG SPECIFICATIONS AND STANDARDS

The specifications and standards set forth by the latest edition of the North Central Texas Council of Governments (NCTCOG) *Public Works Construction Standards* shall be used for all projects within the City except as modified by this manual. In case of conflict between the NCTCOG standards and the criteria described in this manual, the criteria described in this manual shall take precedence.

1.6.1 Definition

The term "streets", as used in this article shall include but not be restricted to new streets, reworked streets, or street repair. These specifications shall apply to any street construction of any nature installed in or on any public property or easements within the City.

1.6.2 Plans

All plans and profiles for the construction of streets shall be reviewed and approved by the City Engineer. After the approval of the City Engineer has been obtained, and so noted on the original plans and profile sheets, five copies of the approved drawings, one of which shall be a reproducible on an approved material, must be furnished to the Public Works Director prior to the commencement of any work.

Plans and profile sheets for new streets and storm sewer construction shall be 11 inches by 17 inches, drawn by and bearing the seal of a Professional Engineer licensed to practice in Texas.

1.6.3 Water for Construction

The utility provider will furnish the Contractor water for construction, at the published charges, at a fire hydrant designated by the utility provider. The Contractor, however, will have to furnish whatever hose, tank trucks, valves, wrenches, and whatever else is required for use of this water. The Contractor shall obtain a meter from the utility provider for metering the water used.

1.6.4 Signs

The removal and replacement of city street sign posts and signs is the responsibility of the Contractor. The Contractor shall be responsible for all damage to street sign posts and signs within the limits of his operations that remain in place or are removed and replaced. In event street sign posts and signs are damaged or destroyed by the Contractor's operations, they shall be replaced by the Contractor.

1.6.5 Existing Utilities and Service Lines

The Contractor shall be responsible for the protection of all existing utilities or service lines crossed or exposed by his construction operations. Where existing utilities or service lines are cut, broken or damaged, the Contractor shall replace or repair the utilities or service lines with the same type of original material and construction, or better, as required by the utility provider.

1.6.6 Barricades and Lights

Where the work is carried on in or adjacent to any street, alley or public place, the Contractor shall furnish and erect such, barricades, fences, battery type flasher-markers and danger signals; shall provide such watchmen, and other precautionary measures for the protection of persons or property and of the work as necessary and required by the City's Street Closures, Detours, and Barricades ordinance. From sunset to sunrise the Contractor shall furnish and maintain at least one battery type flasher-marker at each barricade and sufficient number of barricades shall be erected to keep vehicles from being driven on or into any work under construction.

The Contractor will be held responsible for all damage to the work and the public due to failure of barricades, signs, lights, and watchmen to protect it, and whenever evidence is found, of such damage the Engineer may order the damaged portion immediately removed and replaced by the Contractor. The Contractor's responsibility for the maintenance of barricades, signs, and lights and for providing watchmen shall not cease until the project shall have been accepted by the Owner.

1.6.7 Engineer's Authority and Duty

Unless otherwise specified, the Engineer or his representative shall inspect all work specified herein. The Engineer shall have the authority to stop the work whenever such stoppage may be necessary in his opinion for the protection of the public.

1.6.8 Final Cleanup

Upon completion of the work, the Contractor shall clean, remove rubbish, and restore in an acceptable manner all public or private property which has been damaged in any way, and leave the site of work in a neat and presentable condition throughout. Upon completion of any structures, all excess material, cofferdams, temporary structures, and debris resulting from construction shall be removed. Where work is in a stream, all debris shall be removed to the ground line of the stream bed, and channels shall be left unobstructed and in a neat and presentable condition and as directed by the Engineer.

1.6.9 Final Inspection

Whenever the work has been satisfactorily completed and the final cleaning up performed, the Contractor or Developer shall notify the City for a final inspection.

Upon final inspection of the construction, the City Engineer will issue a letter of acceptance to the Contractor with a copy to the Developer if the streets have no defects. If not, a letter detailing what steps must be taken to correct the defects will be sent. The Contractor will be allowed

fifteen (15) days to correct any defects from the date of rejection. Should the Contractor performing work under Paragraph 1.6 fail to remedy said defects, there shall be a penalty of \$500.00 per day from the 16th day until the defects are repaired and accepted.

If the streets are not accepted by the City Engineer, no final building inspections shall be made on houses fronting upon such streets nor shall the houses be occupied.

1.7 PERMITS AND BONDS

1.7.1 Acceptance of Work

Building permits and/or certificates of occupancy for development requiring public improvements by the terms of the standards adopted in this section may be withheld pending final acceptance of such required public improvements, or of design thereof, whichever may be appropriate. Final inspection and acceptance of construction shall be in conformance with Section 1.6.9 - Final Inspection.

1.7.2 Permits

No person shall construct, reconstruct, cut, or repair any street, storm sewer, curb and gutter, or sidewalk, within the City limits or the Extra Territorial Jurisdiction of the City of Joshua without first obtaining from the Public Works Department a permit to do so. No such permit shall be granted unless the two (2) year maintenance bond provided for in Section 1.7.4 be in full force and effect at the time of request for such permit and the doing of the work.

1.7.3 Permit Fees

No person shall be granted a permit to construct, reconstruct, alter, cut, repair, remove or replace any street, storm sewer, curb, and gutter or sidewalk unless and until certain fees to the City for inspection of such work are paid. Such fees are established are established in the Joshua Code of Ordinances Article A2.004 – Street Department Fees.

1.7.4 Bond Requirement

No person shall construct, reconstruct, cut, or repair any street, driveway approach, sidewalk, or storm sewer in the City without executing and delivering to the City a bond payable to the City of Joshua, Johnson County, Texas, from an approved surety company, and in certain sums as follows:

(a) Street construction - \$5,000

(b) 1 Street cut - \$2,500

(c) Driveway approaches - \$2,500

(d) Sidewalks - \$2,500

(e) Storm sewer - \$5,000

Such bond shall be conditioned that all work done in the construction, reconstruction, cut, or repair of any street or storm sewer shall be done in a good and workmanlike manner, and that such person shall faithfully and strictly comply with the specifications and with the terms of the City Code and such ordinances, resolutions or regulations that may be passed by the City Council governing and relating to the construction, reconstruction, cut, or repair of any street or storm sewers, and that the City shall be fully indemnified and be held whole and harmless from any and all costs, expense or damage, whether real or asserted, on account of any injury done to any person or property in the prosecution of such work, or that may arise out of or be occasioned by the performance of such work. Such bond shall be conditioned further that the principal shall, without additional cost to the person for whom the work was done, maintain all streets or storm sewers so constructed, reconstructed, cut or repaired by the principal for a period of two (2) years from the date of final acceptance of such construction, reconstruction cut, or repair to the satisfaction of the engineering department of the City, and shall reconstruct or repair any street or storm sewer to the satisfaction of the engineering department of the City at any time within two (2) years after the final acceptance of the construction, reconstruction, cut, or repair of any street or storm sewer and after ten (10) days notice from the engineering department to reconstruct or repair the same, and that the opinion of the engineering department as to the necessity of such reconstruction or repair shall be binding on the parties thereto.

Such bond shall, for the purposes mentioned above, be in force for two (2) years after the final acceptance of any street or storm sewer which is constructed, reconstructed, cut, or repaired and one recovery shall not exhaust the bond, but such bond shall be a continuing obligation against the sureties thereon until the entire amount therein provided for shall have been exhausted. In case the bond shall be decreased on account of any recovery which may be obtained, arising out of the violation of any condition of the same, the City Council shall require, upon notice to it of such fact, an additional bond to be given in accordance with this section in an amount sufficient, when added to the non-exhausted amount of the original bond, to be at all times equal to the sum of the original bond required.

The City may, for itself or for the use and benefit of any person injured or damaged by reason of any defective construction, reconstruction, cut, or repair of any street or storm sewer by any person, maintain suit on such bond in any court having jurisdiction thereof, or suit may be maintained thereon by any person injured or damaged by reason of the failure of any person who shall construct, reconstruct, cut, or repair any street or storm sewer in the City to observe the conditions of such bond.

1.8 STREET CUTS

1.8.1 Cut of Improved Streets Prohibited

No underground utility installation shall be placed under a permanently improved street (concrete with curb and gutter), except by boring or jacking such crossing from curb line to curb line.

1.8.2 Exception

An open cut shall be permitted only with the approval of the Director of Public Works or designated representative in such case as it is impractical to bore or jack under a permanently improved street due to the presence of rock or other obstruction, and the repair of such cut shall be in accordance with these specifications. An open cut shall be permitted only with the approval of the Director of Public Works or designated representative in such case as it is impractical to bore or jack under a permanently improved street due to the presence of rock or other obstruction, and the repair of such cut shall be in accordance with requirements of Section 1.8.4.

1.8.3 Cut of Unimproved Streets

An open cut of an unimproved street (a street that is not concrete with curb and gutter per Article 12.03.002) shall be permitted only with the approval of the Director of Public Works or designated representative. Each unimproved street shall be considered individually on its own merits and shall only be approved if in the best judgement of the Director of Public Works there will be no undesirable consequences or cost to the City.

1.8.4 Construction Standards for Street Cuts

Street Cuts shall be in accordance with NCTCOG Spec. Item 402 - Pavement Cut, Excavation, and Repair and Item 505 – Open Cut-General Conduit Installation. Pavement repair for concrete and asphalt streets shall be in accordance with NCTCOG Standard Details 3070A, 3070B, 3070C, and 3070D or as directed by the Director of Public Works.

Embedment and backfill for utilities shall be in accordance with NCTCOG Spec. Item 504 – Open Cut – Backfill and Item 508 Open Cut-Stormwater Conduit Installation. Installation of water and sanitary sewer lines shall be in accordance with the requirements of the utility provider, however, all utility trenches under street pavement shall be backfilled with flowable fill per NCTCOG Item 504.2.3.4

1.8.5 Supervision and Approval of Work

All work done in construction, reconstruction, cutting, and repairing of streets, driveway approaches, sidewalks, and storm sewer shall be done under the supervision and subject to the direction and approval of the Public Works Department, whose decision shall be final.

1.9 **WORKING HOURS**

No person or construction company shall work on Saturdays, Sundays, or any official holiday observed by the City of Joshua without the expressed written permission of the Director of Public Works or designated representative. No person or construction company shall begin work before 7:00 A.M. or work after 7:00 P.M. on any workday without the expressed written permission of the Director of Public Works or designated representative.

PART 2. WATER AND SEWER

The City of Joshua does not own or operate any water distribution or wastewater collection systems. The City is served by the Johnson County Special Utility District (JCSUD) and the Bethesda Water Supply Corporation for these utilities. The area served by each provider can be determined by contacting the Texas Commission on Environmental Quality (TCEQ). The design of these systems should be coordinated with the facility owner. The requirements of the facility owner are in addition to the requirements below.

2.1 WATER

2.1.1 Capacity Standards

Water distribution systems should be designed for domestic flow demands in addition to fire flow demands in accordance with PUC/TCEQ regulations. A minimum available fire flow of 1000 gpm shall be provided in all single family areas. A minimum available fire flow of 1500 gpm shall be provided in other areas or where future extensions are expected to serve non-single family properties. The fire chief is authorized to increase or decrease the required available fire flows as authorized by and pursuant to the International Fire Code as adopted at the time of Plat approval. Evidence that the required fire flow will be available shall be presented to the City Engineer before approval of the Preliminary Plat. Where development is proposed in areas of existing service, the available fire flow capacity shall be determined by the provider and provided to the City Engineer and Fire Marshal.

2.1.2 Fire Hydrants

Fire hydrants shall be installed at each street intersection and at a minimum of five hundred foot spacing along the street in single family areas and three hundred foot spacing in other areas. This requirement applies to extensions of water lines that are 6 inches and larger along existing roads without hydrants.

For single family occupancy, no buildable portion of the lot shall be more than 600 foot hose lay from a hydrant. In other areas, no point of the perimeter of any structure shall be more than 400 foot hose lay from a hydrant. This distance is measured along a fire lane or public roadway if the distance is more than 150 feet. The Fire Marshal may waive or modify these requirements.

Fire hydrants shall be installed no more than 9 feet and no less than 2 feet from the edge of pavement. Hydrants should not be located in sidewalks or within ditches and shall have 3 feet clear on all sides.

2.1.3 Backflow Prevention

All fire lines are required to have a double gate detector check valve backflow preventer assembly. The maximum length of line from the main to the backflow preventer is 100 feet.

Irrigation systems are required to have a double check valve backflow preventer assembly installed at the meter or tap location. Item 4.

Backflow prevention assemblies may be required for other installations based on occupancy of the affected facility or as required by code.

2.2 **SEWER**

2.2.1 Capacity Standards

The sewer service provider is solely responsible to verify adequate capacity is available in their system for any proposed flows. The provider's acceptance of the plans is required to indicate capacity is available.

2.3 **POLICY ON WELL AND SEPTIC**

In all cases, connection to a public water distribution system is required to provide adequate water service to a property. The property owner and/or service provider are responsible for the extension of service to any location to be considered for development.

Connection must be made to a public wastewater collection system except where proposed lots are a half acre or more in area and approved by the City Engineer. If, under unusual circumstances, a lot is not served by a public water supply then it must be an acre or more in area. On-site sewage facilities must be permitted by the City of Joshua. A plan showing the type of facility and location within the lots must be submitted to the City for review. Rules for permitting, design, and construction of OSSF shall be in accordance with Title 30 TAC, Chapter 285, Subchapters A& D.

PART 3. STREETS

3.1 TRAFFIC IMPACT ANALYSIS (TIA) STANDARDS

The Traffic Impact Analysis Standards supplement the requirements established in the City of Joshua Subdivision Ordinance. These standards outline staff's expectations and facilitate a coordination of the scope, analysis contents, parameters and assumptions of a TIA.

3.1.1 Purpose

The purpose of a TIA is to assess the effects of specific development activity on the existing and planned roadway system.

3.1.2 When a TIA is Required

- A. A TIA is required with every application for a proposed development that generates traffic in excess of one thousand (1,000) average daily trips based on data published in the latest edition of the Institute of Transportation Engineers (ITE) *Trip Generation Manual*; or,
- B. When the City Engineer determines that the characteristics of the proposed subdivision necessitate analysis.
- C. An updated TIA is required with submittal of a final plat if, in the opinion of the City Engineer, the final plat changes significantly (i.e., adds lots, modifies or adds street connections, etc.) from an approved Preliminary Plat.
- D. All or a portion of the requirement for the TIA may be waived by the City Engineer depending upon the size and potential impact of the proposed subdivision and the traffic to be generated. Waivers will be considered on a case-by-case basis upon submittal of a waiver request and corresponding City Engineer review. Technical justification must be provided by the applicant when requesting the waiver.

3.1.3 TIA Requirements

- A. All elements of the TIA must be prepared under direct supervision of and signed, stamped and dated by a Professional Engineer licensed to practice in the State of Texas with specific expertise in transportation and traffic engineering, preferably certified as a Professional Traffic Operations Engineer.
- B. The analysis is required to contain at a minimum, the following:
 - 1. Traffic Analysis Map
 - a. Land Use, Site and Study Area Boundaries, as defined

- b. Existing and Proposed Site Uses
 - c. Proposed Land Uses on both sides of boundary streets for all parcels within the study area for TIAs where land use is the basis for estimating projected and existing traffic volumes
 - d. Existing and Proposed Roadways and Intersections of boundary streets within the study area of the subject property, including geometrics, traffic signal control, and volumes
 - e. All major driveways and intersecting streets adjacent to the property will be illustrated in sufficient detail to serve the purposes of illustrating traffic function. This may include showing lane widths, traffic islands, medians, sidewalks, curbs, traffic control devices (traffic signs, signals, and pavement markings), and a general description of the existing pavement condition.
 - f. Photographs of adjacent streets of the development and an aerial photograph showing the study area
2. Trip Generation and Design Hour Volumes
- a. A trip generation summary table listing each type of land use, the building size assumed, average trip generation rates used (total daily traffic and a.m./p.m. peaks), and total trips generated shall be provided. Trip generation information is to be based on data published in *Trip Generation*, latest edition, by the Institute of Transportation Engineers (ITE).
 - b. Vehicular trip generation may be discounted in recognition of other reasonable and applicable modes, e.g., transit, pedestrian or bicycles. Trip generation estimates may also be discounted through the recognition of pass by trips and internal site trip satisfaction. All such estimates shall be subject to the approval of the City.
- C. Proposed trip generation calculations for single-story commercial properties shall be based on a floor-to-area (building size to parcel size) ratio of 0.25 or more.
- 1. Trip Distribution (provide figure by Site Exit/Entrance). The estimates for percentage distribution of trips by turning movements to/from the proposed development.
 - 2. Trip Assignment (provide figure by site entrance and boundary street). The direction of approach of site-attracted traffic via the area's street system.
 - 3. Existing and Projected Traffic Volumes (provide figure for each item). Existing traffic volumes are the numbers of vehicles on the streets of interest during the time periods listed below, immediately prior to the beginning of construction of the land development project. Projected traffic volumes are the number of vehicles, excluding the site-generated traffic, on the streets of interest during the time periods listed below, in the build-out year.
 - a. A.M. peak hour site traffic (including turning movements) if significant impact
 - b. P.M. peak hour site traffic (including turning movements)
 - c. Weekend peak hour site traffic (including turning movements)

- d. A.M. peak hour total traffic including site-generated traffic and projected traffic (including turning movements)
 - e. P.M. peak hour total traffic including site-generated traffic and projected traffic (including turning movements)
 - f. Weekend peak hour total traffic including site-generated traffic and projected traffic (including turning movements)
 - g. For special situations where peak traffic typically occurs at non- traditional times, e.g., major sporting venues, entertainment venues, large specialty Christmas stores, etc., any other peak hour necessary for complete analysis (including turning movements)
 - h. Total daily existing traffic for street system in study area
 - i. Total daily existing traffic for street system in study area and new site traffic
 - j. Total daily existing traffic for street system in study area plus new site traffic and projected traffic from build-out of study area land uses
4. Capacity Analysis (provide Analysis Sheets in Appendices)
- a. A capacity analysis shall be conducted for all public streets, intersections and junctions of major driveways with public streets, which are significantly impacted (as designated by the City), by the proposed development within the previously defined study boundary.
 - b. Capacity analysis will follow the principles established in the latest edition of the Transportation Research Board's *Highway Capacity Manual (HCM)*, unless otherwise directed by the City. Capacity will be reported in quantitative terms as expressed in the *HCM* and in terms of traffic level of service.
 - c. Capacity analysis will include traffic queuing estimates for all critical applications where the length of queues is a design parameter, e.g., auxiliary turn lanes and at traffic gates.
5. Level of Service Determination
- a. A table indicating the level of service for near-term and long-term traffic projections for all streets within the study area shall be included.
 - b. Level of service "C" is the design objective for all movements. Under no circumstances shall the level of service be less than "D" unless deemed acceptable for site and non-site traffic by the City Engineer.
6. Conclusions and Recommendations
- a. The TIA must include a summary of the findings regarding impacts of the proposed development on the existing and proposed street system.
 - b. If the analysis indicates unsatisfactory levels of service or safety problems, a detailed description of proposed improvements to remedy deficiencies and a sketch of each

improvement showing pertinent geometric features shall be included. Assumptions regarding future capacity recommendations shall be approved by the City Engineer. Item 4.

- c. For phased construction projects, implementation of traffic improvements must be accomplished prior to the completion of the project phase for which the capacity analyses show that they are required. Plans for project phases subsequent to a phase for which a traffic improvement is required may be approved only if the traffic improvements are completed or bonded.

7. Other Items

- a. The City Engineer may require other items be included in the TIA in addition to those listed above.

3.2 FUNCTIONAL CLASSIFICATION AND STREET DIMENSIONS

This section further defines the functional classifications, street types, and design dimensions defined in the City of Joshua Comprehensive Land Use Plan, the Master Thoroughfare Plan and Subdivision Ordinance.

3.2.1 Street Classification

Street classifications and standard dimensions for each street section designation are listed in the following table.

Table 3.1 Street Classifications and Standard Dimensions

Functional Classification	Dimensional Classification	Section Designation	Lane Width (ft) ¹	Pavement Width (ft) ²	Shoulder Width (ft) ³	Median Width (ft) ¹	Parkway Width (ft) ²	Normal ROW (ft)
Principal Arterial	7-Lane Undivided	P7U	6-12	87	n/a	14 ⁴	16.5	120
	4-Lane Divided	P4D	4-12	50	n/a	15	18	100
	4-Lane Undivided	P4U	4-12	49	n/a	n/a	15.5	80
Minor Arterial	4-Lane Undivided	M4U	4-11	45	n/a	n/a	17.5	80
Collector	4-Lane Undivided	C4U	4-11	45	n/a	n/a	12.5	70
	2- Lane	C2U	2-18	37	n/a	n/a	11.5	60
	Rural	C2U-R	2-11	28	3	n/a	16	60
Local	Urban	L2U	2-15	31	n/a	n/a	9.5	50
	Rural	L2U-R	2-11	28	3	n/a	11	50

¹ Measured from face of curb

² Measured from back of curb or edge of shoulder

³ Measured from edge of pavement

3.3 ACCESS CONTROL

The following standards shall be used in the location of street intersections, median openings, and driveway approaches which affect access to streets from adjoining properties. Section 3.4.2 Street Design Elements provides the geometric design requirements for streets, medians, and driveway approaches.

3.3.1 Intersections and Median Openings

A. Intersection Requirements

1. All street intersections along one side of an existing cross-street must, wherever practical, align with existing intersections on the opposite side of the cross street.
2. There shall be a minimum of 2,000 feet between intersections of arterial streets and/or collector streets.
3. Block lengths shall be in accordance with the Subdivision Ordinance.

B. Median Opening Requirements

1. Spacing is measured between the centerlines of the median openings.
2. Spacing between median openings should be no more than 1,200 feet.
3. Mid-block median openings and median openings serving non-arterial streets and driveway approaches along a divided thoroughfare should occur no closer than 300 feet.
4. Median openings shall not occur in left turn storage lanes or left turn transition curb areas.
5. Median openings shall be located wherever feasible to serve both sides of the street.
6. Median opening noses are typically 12-15 feet beyond the projection of the curb or driveway edge.
7. Median openings may require the construction of left turn lanes. Typical storage length is 150 feet with 150 feet transition. Storage lengths may be altered based on projected traffic volumes.
8. Existing median openings may be relocated if:
 - a. The existing opening does not provide service to a public or private street.
 - b. The proposed median opening meets the spacing requirements stated herein.
 - c. The existing opening is no longer in use and the owners of the properties being served by the existing opening sign a document requesting or approving the change, and the document is approved by the City Engineer.

- d. If approved, all costs associated with the median opening shall be paid by the Owner Developer. Item 4.

3.3.2 Drive Approaches

- A. Streets shall be designed to conform to existing or proposed driveway openings.
- B. Where a residential subdivision will abut or contain an existing or proposed arterial street, driveway access to the thoroughfare is prohibited.
- C. To the greatest extent possible, no more than 20 percent of the total centerline length of a residential collector street may have residential lots fronting onto the collector on each side of the street without construction of a wider alternative section.
- D. Driveway approaches including turnout curb transitions shall be located entirely within the frontage of the property served by the approach.

3.4 GEOMETRIC DESIGN

3.4.1 Design Criteria

All engineering designs shall be based on national standards and best practices. The American Association of State Highway and Transportation Officials (AASHTO) published *A Policy on Geometric Design of Highways and Streets*, referred to as the AASHTO Green Book. This manual is updated periodically and contains design considerations and criteria applicable to roadway design. The AASHTO Green Book shall be used for guidance for designing geometrics, including intersection design, and other street features. The National Association of City Transportation Officials (NACTO) *Urban Street Design Guide* shall be considered where AASHTO does not fully address city street issues. Roadway designs should comply with the following standards.

- A. Intersections Standards
 - 1. An intersection shall not have more than four street approaches.
 - 2. No offset is permitted at intersections of two thoroughfares.
 - 3. When conditions require the centerlines of local streets to be offset, a minimum of 125 feet offset distance is required for local street intersections and 200 feet offset distance for thoroughfare street intersections. Centerline offsets less than the minimum must be approved by the City Engineer. Offsets greater than the minimum may be required by the City Engineer when necessary for traffic safety.
 - 4. No street intersecting an arterial street should vary from a 90-degree angle of intersection by more than 5 degrees. Streets intersecting collector streets should not vary from a 90-degree angle of intersection by more than 10 degrees. All other street intersections should not vary from a 90 degree angle of intersection by more than 15 degrees.

B. Design Speed

Item 4.

1. All streets shall be designed to accommodate the design speeds in the following table.

Table 3.2: Street Type Design Speed

Functional Classification	Section Designation	Design Speed (MPH)
Principal Arterial	P7U	50
	P4D	45
	P4U	45
Minor Arterial	M4U	45
Collector	C4U	40
	C2U	35
	C2U-R	35
Local	L2U	30
	L2U-R	30

C. Horizontal and Vertical Control

1. Horizontal Control - All plans submitted to the City shall be prepared using the NAD83 State Plane Grid Coordinate System.
2. Vertical Control - Vertical control shall be tied to NGVD 29.

D. Minimum Radius

1. The required radius for curb returns at intersections shall be as follows:

<u>Street Types</u>	<u>Min Radius</u>
Arterial / Arterial	30 feet
Arterial / Collector	30 feet
Arterial / Local	30 feet
Collector / Collector	30 feet
Collector / Local	30 feet
Local / Local	20 feet

2. The minimum radius from the face of curb on a cul-de-sac shall be 40 ft.

E. Sight Distance

At controlled or uncontrolled intersections of any public street, sight triangles (visibility triangles) are required. The sight triangle shall be the triangle made by extending 25 feet along each property line from the property corner at an intersection. Within this triangle there shall be no tree, shrub, plant, sign, soil, fence, retainer wall or other view obstruction having a height greater than 2 feet. This height shall be measured above a line drawn between the top of curb or edge of pavement of both streets at the point where the referenced line intersects the top of curb or edge of pavement.

An intersection sight distance analysis in accordance with the AASHTO Green Book (the chapter titled *Intersections*) should be undertaken to confirm that sufficient stopping distance is available. Item 4.

Additional sight distance may be required based on topography, roadway curvature, vegetation or other sight hindrance. The AASHTO Green Book describes the process the designer should follow to determine whether a vehicle entering or crossing an intersection from a minor road can see, and be seen by, a vehicle on the major road when there is an obstruction, such as a change in the vertical profile of the road, in time to avoid a collision (section titled *Identification of Sight Obstructions within Sight Triangles*).

Deviations from the minimum intersection sight distance requirements may be allowed provided that the owner has demonstrated that the area proposed will provide adequate sight distance based on AASHTO standards. All deviations must be approved by the City Engineer.

3.4.2 Street Design Elements

A. Horizontal Alignment

1. The curvilinear requirements in the Subdivision Ordinance must be accommodated.
2. The following minimum centerline radii shall be used in the design of all street construction.

<u>Street Type</u>	<u>Min Centerline Radius</u>
Arterial	1040 feet
4-lane Collector	765 feet
2-lane Collector	510 feet
Local	335 feet
Cul-de-sacs	50 feet radius to right-of-way line

3. Reverse curves shall be separated by a tangent section in accordance with the following table:

<u>Street Type</u>	<u>Min Tangent Length</u>
Arterial	100 feet
4-lane Collector	100 feet
2-lane Collector	50 feet
Local	As approved by City Engineer

4. Major collector or arterial roadways intersecting other major collector/arterial roadways shall have the following minimum horizontal centerline approach tangent section length as measured from the nearest right-of-way line of the intersecting street, unless such requirement is waived by the City Engineer.

<u>Street Type</u>	<u>Intersecting with</u>	<u>Min Approach Tangent</u>
Arterial	Arterial	200 feet
4-lane Collector	Arterial	150 feet
4-lane Collector	4-lane Collector	100 feet

B. Vertical Alignment

1. All streets shall be designed and constructed to a minimum grade of 0.5%; unless the required geotechnical report indicates the soil has a PI greater than or equal to 40, a minimum grade of 1% shall be required. All streets shall have a maximum grade as follows:

<u>Street Type</u>	<u>Maximum Grade</u>
Arterial	6.0%
Collector	8.0%
Local	10.0%

2. In order to maintain adequate sight distance, all streets shall be designed and constructed to comply with the following minimum vertical curve length for each algebraic percent difference in grade K, where $K = \text{curve length (L)} / \text{algebraic difference in grade (A)}$. Grade changes where the algebraic percent difference is one percent or less are not required to use vertical curves for design speeds less than or equal to 45 mph.

<u>Street Type</u>	<u>Design Speed</u>	<u>Crest Curves (K)</u>	<u>Sag Curves (K)</u>
Arterial	45	65	80
4-lane Collector	40	45	65
2-lane Collector	35	30	50
Local	30	20	40

3. The following maximum intersection grades involving arterial and collector roadways shall be used at controlled intersections.

<u>Design Street Type</u>	<u>Intersecting with</u>	<u>Design Street Maximum Grade</u>	<u>Distance</u>
Arterial	Arterial	2%	300 feet
Arterial	4-lane Collector	3%	300 feet
4-lane Collector	Arterial	3%	200 feet
4-lane Collector	4-lane Collector	3%	200 feet
2-lane Collector/Local	Arterial/Collector	4%	150 feet

4. No valleys across arterials or collectors will be allowed. To accomplish a smooth transition, cross-fall toward the median of one lane of each thoroughfare may be required. The use of storm drainage inlets in the median shall be avoided if possible.

C. Street Cross Section

For curbed streets, the right-of-way shall be graded to drain to the street at a typical slope of 1/4 inch per foot. Street back slopes and embankment slopes shall not be steeper than 3:1. Streets shall typically be rooftop crowned with 2 percent cross slope unless otherwise approved by the City Engineer.

D. Sidewalks

1. All sidewalks shall conform to state regulations for barrier free construction.
2. Sidewalks shall be at least 4 feet wide in residential subdivisions and at least 5 feet wide in non-residential subdivisions and along arterials and collectors.
3. Sidewalks shall not be located within ditches.
4. One foot of width shall be added to all sidewalks abutting retaining walls.

E. Medians

1. The standard median width is 16 feet with a 6-foot-wide median in left turn lanes as measured from face of curb to face of curb.
2. All median areas which are less than 8 feet wide shall be paved with 4-inch-thick non-reinforced concrete median pavement. Alternate paving materials and designs may be used upon approval of the City Engineer.
3. Fall or rise in curb elevations across medians shall not exceed 1/2 inch per foot at any paving station. Differentials in curb elevations on narrow median strips will vary from 0 to 3 inches.

F. Driveway and Curb Openings

Design of driveways shall comply with applicable requirements of the City of Joshua Subdivision Ordinance and this manual.

1. Driveways should intersect streets at or near 90 degrees.
2. The driveway edge should be located equal to or greater than 5 feet from each side of the property line.
3. No portion of any driveway should be located within 3 feet of any fire hydrant, electrical pole, or any other surface public utility.
4. Driveways shall be designed with a sidewalk crossing meeting accessibility requirements.
5. The minimum driveway grade within the street right-of-way is set using 1/4 inch per foot (2 percent) rise above the top of curb to the property line. The elevation of a driveway at the right-of-way line shall be no lower than the top of curb to ensure proper street drainage is maintained.
6. The grade break at the gutter line, and at any point within 10 feet of the gutter line, must not exceed 12 percent in order to avoid car bumper drag from occurring. Streets with a 1/4 inch per foot crossfall to the gutter (-2 percent) will limit the maximum approach grade to 10 percent.
7. Driveway connections to rural road sections across bar ditches shall be installed in accordance with the following: The culvert shall be sized by the owner's engineer. The minimum culvert size is 15 inches and shall be reinforced concrete. For thoroughfares, the maximum slope from the edge of driveway to the top of culvert pipe shall be 6:1 and the end of the pipe shall have sloped end treatment. Positive grading shall be provided upstream and downstream so that

Item 4.

drainage can flow through the culvert without ponding. Rural driveways shall have a minimum width along the pavement edge of 18 feet to facilitate turning movements.

8. Throat width at right-of-way shall be as follows:

- Residential – 12-25 feet
- Commercial – 25-35 feet
- Industrial – 25-35 feet

9. Minimum curb radius shall be as follows:

- Residential – 5 feet
- Commercial – 10 feet
- Industrial – 15 feet

10. Minimum centerline spacing of driveways shall be as follows:

<u>Type Street</u>	<u>Residential</u>	<u>Commercial</u>	<u>Industrial</u>
Arterial	n/a	100 feet	100 feet
4-lane Collector	100 feet	100 feet	100 feet
2-lane Collector	15 feet	45 feet	55 feet
Local	15 feet	45 feet	55 feet

11. Minimum distance from driveway to intersection shall be as follows (measured from the nearest driveway edge to the projected curb line of the intersecting street):

<u>Type Street</u>	<u>All Driveways</u>
Arterial / Arterial or 4-lane Collector	55 feet
Arterial / 2-lane Collector	40 feet
Collector / Local	40 feet
Local / Local	30 feet

3.4.3 Accessibility Requirements

All plans and specifications for the construction or alteration of public buildings and facilities, privately owned buildings and facilities and pedestrian facilities must be in compliance with the Texas Accessibility Standards (TAS) and must conform to the standards required by regulations issued by the Texas Department of Licensing and Regulation (TDLR), under the Architectural Barriers Act, codified as Article 9102, Texas Civil Statutes.

3.5 PAVEMENT STRUCTURE DESIGN

3.5.1 Pavement Design

All new roadways within the City of Joshua shall be constructed of reinforced Portland cement concrete or hot mix asphalt concrete pavements. The use of RAP (Reclaimed Asphalt Pavement) and RAS (Recycled Asphalt Shingles) is not allowed. Work and materials shall be in accordance with the North Central Texas Council of Governments *Public Works Construction Standards*, current edition. The following is minimum required pavement thickness for pavement and subgrade

requirements for certain soil conditions for various street and thoroughfare types. Alternative pavement designs, if used, shall be performed in accordance with the Texas Department of Transportation (TXDOT) *Pavement Manual*, current edition. Item 4.

3.5.2 Temporary Turnaround Pavement

Temporary turnarounds shall be constructed with a minimum section of 2" asphalt on 8" flex base. The subgrade shall be treated with lime or cement, as appropriate, to a minimum depth of 6".

Table 3.3 Minimum Pavement and Subgrade Thickness

Facility Type	Section Designation	Concrete Pavement			Asphalt Pavement			
		Concrete Thickness ¹	Subgrade Thickness		Asphalt Thickness ⁴	Subgrade Thickness		
			if P.I. ≤ 15, Cement Treat ²	if P.I. > 15, Lime Treat ³		Flex Base ⁵	if P.I. ≤ 15, Cement Treat ²	if P.I. > 15, Lime Treat ³
Principal Arterial	P7U	9"	10"	10"	3.5"	14"	10"	10"
	P4D & P4U	8"	10"	10"	3.5"	12"	10"	10"
Minor Arterial	M4U	8"	10"	10"	3.5"	12"	10"	10"
Collector	C4U	7"	8"	8"	3"	10"	8"	8"
	C2U & C2U-R	6"	6"	6"	2"	8"	8"	8"
Local	All Sections	6"	6"	6"	n/a	n/a	n/a	n/a
Driveways	All sections	6"	6"	6"	n/a	n/a	n/a	n/a

¹NCTCOG Class C with 3,600 psi 28 day compressive strength.

²Minimum 3% by dry unit weight of Portland cement.

³Minimum 6% by dry unit weight of hydrated lime.

⁴NCTCOG Type D asphaltic concrete fine surface course.

⁵Crushed limestone compacted to 95% standard proctor density at optimum moisture.

3.5.3 Geotechnical Investigation

- A. A geotechnical investigation must be performed for all new developments containing public streets. The investigation must be based on samples obtained from drilling or from excavations on the site. The geotechnical investigation must be performed by a qualified geotechnical firm. A report with findings and recommendations must be prepared and shall bear the seal of a Professional Engineer licensed in the State of Texas. As a minimum, the study must address the following:

1. General soil and groundwater conditions

2. Earthwork recommendations
 3. Recommendations for pavement subgrade treatment type, depth, and concentration
 4. Guidelines for concrete and / or HMA pavement construction
- B. Samples must be tested in a laboratory. Tests must include as a minimum:

1. Moisture content and soil identification
2. Liquid and plastic limit determination
3. Unit weight determination
4. Eades and Grim lime series tests
5. Soluble sulfate tests

3.5.4 Pavement Widening

Pavement widening projects may require a special pavement analysis and alternate pavement subgrade design. If the subgrade soil P.I. exceeds 20, a special pavement analysis shall be performed by the designer and, if warranted, the designer shall perform a special pavement subgrade design. When existing pavement sections are widened or when old pavement is removed and replaced with a widened section, differential upward pavement deflections can occur over short distances in a transverse direction (across the width) due to non-uniformity of subgrade moisture conditions.

- A. Sample borings shall be drilled along the proposed alignment to determine the differential in potential vertical rise (PVR) value between the existing paved and unpaved areas:
1. Sample borings shall be drilled on 1,000 foot spacing along the existing pavement and 500 foot spacing along the proposed (unpaved) area.
 2. Moisture content tests, hand penetrometer tests and swell tests shall be performed to determine the differential soil PVR along the proposed alignment.
- B. If the differential PVR exceeds 2 inches, the designer shall propose an alternate pavement subgrade design that shall reduce the differential PVR to less than two 2 inches.

3.5.5 Pavers and Other Materials

Special paving treatments can be selected from a range of options including unit concrete pavers, bricks, textured and colored concrete, natural stone pavers, and concrete with exposed or special aggregate or other finish treatments. Design detailing must address the needs of ADA and TAS compliance in areas of crosswalks or walkways. In all locations within public rights-of-way, the materials must perform for the serviceable life of the street without significant degradation or requiring ongoing maintenance by the City.

3.6 PERMANENT PAVEMENT MARKINGS AND SIGNAGE

Item 4.

Permanent pavement markings and signage shall be installed in accordance with the *Texas Manual on Uniform Traffic Control Devices* (TMUTCD), current edition, and the direction of the City Engineer.

3.7 LANDSCAPING SYSTEMS

The following standards shall be used for landscaping public rights-of-way. These requirements do not replace those required by Zoning or other ordinances.

3.7.1 Requirements

- A. All unpaved public medians and parkways shall be landscaped with a minimum of 4 inches of topsoil, sodded or seeded and irrigated with a properly designed and installed system.
- B. Minimum landscape requirements will be established by the City.
- C. Trees or upright plantings must not be planted within 30 feet of intersections or utility poles. The City may require greater setback for safety based on line-of-sight issues.
- D. An 8-inch wide concrete mow strip shall be installed between all planting beds and grassed areas.
- E. No plantings or irrigation facilities shall be permitted within median areas 5 feet or less in width or in median noses.
- F. Seeded or sodded areas of medians shall be bermed a minimum of 6 inches.
- G. Only trees with a mature height less than 30 feet may be planted closer than 20 feet either side of an overhead line. No trees shall be directly under utility lines.
- H. Trees to be planted within the medians of divided roadways that are ultimately planned for widening by constructing additional lanes in the median shall not be planted within the path of future lanes. Trees shall not be planted within 5 feet of existing or proposed curbs. Future lane widening shall be shown on the landscape plans.
- I. Trees shall not be planted within 5 feet of existing or proposed water lines or within easements.
- J. Irrigation systems in public rights-of-way shall be designed by an individual with a valid irrigation license granted by the State of Texas.

3.7.2 Metering

All water usage shall be metered and paid for by the developer until landscaping is accepted by the City. Developers shall pay all fees required by the water provider, including impact fees/system development fees for any water meter to be installed.

Streetlights shall be designed and installed in accordance with the following criteria:

3.8.1 Street Lighting Type

- A. All lights will be 100 watt high pressure sodium mounted on a galvanized steel pole using underground wiring at a minimum 25 foot height above the roadway surface for local streets and 30 foot for collectors and arterials.
- B. Street lighting shall be designed for thoroughfares to meet the lighting criteria in the latest version of the Illuminating Engineering Society (IES) Roadway Lighting Report 8 and the latest version of the National Electric Code (NEC).
- C. Decorative lights may be approved on a case by case basis.

3.8.2 Placement and Spacing

- A. Lights will be placed at all street intersections except at thoroughfares where median lighting is existing.
- B. Lights will be spaced a maximum of 600 feet along local and collector streets. Lights will be spaced a maximum of 200 feet along arterial streets.
- C. Additional lights may be required for intersections, in cul-de-sacs, and where curves or grades require additional lighting.
- D. All cul-de-sacs longer than 200 feet from centerline of street to center point of cul-de-sac shall have a light at the street intersection and at the end of the cul-de-sac.
- E. Lights shall be placed so as to gain the maximum use of existing and proposed physical characteristics.
- F. Electric service to the streetlight shall be underground.
- G. Streetlights shall not be constructed in conflict with the sidewalk.

PART 4. DRAINAGE

4.1 ADOPTION OF *iSWM TECHNICAL MANUAL*

The City of Joshua hereby adopts the methodologies and standards included in the NCTCOG *iSWM Technical Manual* for all drainage analysis and design within the boundary of the City and within its extraterritorial jurisdiction (ETJ). Clarifications and modifications to the *iSWM Technical Manual* shall be applied as indicated in the following sections.

4.2 ANALYSIS CRITERIA

The following section describes specific requirements for drainage analysis to supplement the techniques and methods described in the Hydrology and Hydraulics sections of the *iSWM Technical Manual*.

4.2.1 Peak Runoff

The Rational Method ($Q=CIA$) shall be used for calculating peak runoff from watersheds of 200 acres or less. For watersheds of more than 200 acres, methods generating runoff hydrographs shall be used.

A. Runoff Coefficients

The runoff coefficient shall be determined for each drainage area based on a weighted average of the land uses listed below.

Table 4.1: Runoff Coefficient Values

Land Use	C value
Single Family Residential ($\geq 3/4$ acre lots)	0.45
Single Family Residential (1/2 acre lots)	0.55
Single Family Residential (1/8 acre lots)	0.65
Multi-Family Residential	0.75
Commercial	0.85
Industrial	0.85
Parks and Undeveloped Areas	0.30

Runoff coefficients other than those listed above may be used if justified by the development site plan and approved by the City Engineer. Composite runoff coefficients will be determined by direct proportion when more than one land use exists within a drainage area. C_f factors shall not be applied to the runoff coefficients.

B. Intensity

C. Time of Concentration

The time of concentration may be calculated using methods other than those described in the *iSWM Technical Manual* with the approval of the City Engineer. The minimum time of concentration shall be 15 minutes for residential and undeveloped areas and 10 minutes for commercial and industrial areas.

4.2.2 Downstream Assessment

A downstream discharge assessment shall be performed to confirm that the proposed development does not result in increased flooding or increased erosion potential in areas downstream of the development when compared to the existing condition.

The assessment shall extend from the outfall of the proposed development to a point downstream where the discharge from the proposed development no longer has a significant impact on the downstream system. For sites draining a watershed less than or equal to 100 acres at a proposed outfall, the downstream assessment may use the 10 percent rule of thumb as described in the *iSWM Technical Manual* or a detailed study in order to determine the zone of influence. For all other watersheds, the zone of influence will be defined by a detailed hydrologic and hydraulic analysis.

For site outfalls with less than or equal to 25 acres of proposed development with proposed detention, a downstream assessment is not required. The detention design must only demonstrate the increase in discharge due to the proposed development is mitigated to existing conditions at the outfall.

The downstream assessment must demonstrate that the following conditions are met with the proposed development:

- A. No new or increased flooding (0.00 feet) of existing structures
- B. No increase greater than 0.1 feet in 1-, 5-, 25- and 100-year creek flood elevations over existing roadways
- C. No increase greater than 0.1 feet in 1-, 5-, 25- and 100-year creek flood elevations, unless contained in existing channel, roadway, drainage easement, and/or right-of-way
- D. No increase greater than 5 percent in 1-, 5-, 25- and 100-year velocities in existing creeks and channels unless it can be demonstrated that this condition does not cause an adverse effect and is accepted by the City Engineer

- E. No increase in downstream discharges caused by the proposed development that, in combination with existing discharges would result in the design capacity of the downstream storm drainage system or existing ROW to become exceeded for any of the design events. Item 4.

The developer shall provide all supporting calculations to confirm that the above criteria have been satisfied for the limits of the study. If the existing drainage systems do not have capacity to convey the increased runoff from the development, additional stormwater infrastructure will be necessary to discharge runoff without causing new or increased flooding or erosion potential downstream of the proposed development.

F. Acceptable Outfall Conditions

No development may outfall concentrated discharge on adjacent property unless discharged into a public or private drainage system or existing defined swale, channel, or creek. Where drainage features are available to receive concentrated runoff, the design storm shall be collected on-site and conveyed to the feature. When offsite grading is required or the development discharges concentrated flow on an adjacent property without a receiving feature as described above, a notarized letter of permission from the affected property owner(s) shall be required. This letter shall be filed in the County records.

4.3 DESIGN CRITERIA

The following section describes specific criteria for storm drain, detention ponds, channels, culverts, and bridges.

4.3.1 Design Storm Frequencies

Capacity requirements for the storm drainage facilities in the City of Joshua are as follows:

Table 4.2: Design Frequencies

Facility Type	Design Frequency (Years)
Street Right of Way in Combination with Storm Drain	100
Sump Inlets	100
On-Grade Inlets and Street Section with Curb and Gutter	5
Permanent Bar Ditch and Associated Culverts	5
Detention Ponds	1, 5, 25, 100
Channels and Creeks	100
Culverts and Bridges	100

At least one lane shall remain dry during the 5-year storm for all collector streets, and at least one lane in each direction shall remain dry during the 5-year storm for all arterial streets. For all other streets with curb and gutter, the flow in the street during a 5-year storm shall not exceed curb

height. On all streets, the runoff from the 100-year storm shall be contained within the street right-of-way and shall not exceed 0.2 feet above the lowest top of curb.

Item 4.

For streets with bar ditches, the 100-year storm shall be contained within the right-of-way and the flow shall not exceed the street crown elevation. Culverts under driveways shall be designed to carry the 5-year storm at a minimum, but larger ditches and culvert may be required to convey the 100-year storm within the right-of-way.

4.3.2 Offsite Areas

In all cases, drainage facilities should be designed for fully developed upstream conditions. Where future runoff must be calculated for undeveloped lands with no planned development, the City of Joshua Future Land Use Plan identified in the City of Joshua Comprehensive Plan shall be used.

4.3.3 Storm Drain Requirements

The following section describes specific requirements for the design of storm drain systems.

A. HGL Requirements

The hydraulic grade line (HGL) for the pipe discharge resulting from the 100-year event pipe and the associated calculation worksheets shall be shown on the plans and shall be demonstrated to be below the road gutter elevation. For systems located outside of pavement, the HGL shall be at least 1.5 foot below ground level. The HGL shall start at the inside top of pipe or at the HGL of a connecting feature, whichever is higher. For systems that begin at an outfall the engineer should determine the appropriate starting HGL based on an investigation of downstream hydraulic features.

B. Pipe

Underground systems shall be constructed with a minimum Class III reinforced concrete pipe. A higher class of pipe may be required with shallow or deep construction. Alternative pipe materials (e.g. HDPE, PP, PVC etc.) shall not be allowed under street pavement but may be allowed in other installation conditions with approval of the City Engineer or Public Works Director.

A minimum size of 18 inches shall be used for all storm drain. A typical minimum depth of 3 feet of cover from the gutter to top of pipe shall be used to allow utility services to cross above the pipe.

All pipe bends and fittings shall be prefabricated. All connections to existing systems shall be made with a collar or prefabricated fitting. Radius pipe is allowed and shall be placed in accordance with the manufacturer's standards and requirements. Pulled joints may not be used to achieve the pipe curvature.

C. Manholes

For storm drain lines of 48 inch diameter and smaller, manhole access shall be provided every 600 feet to provide access into the closed system. For larger storm drain lines, required spacing for manhole access shall be determined by the City Engineer but generally should not exceed 1,000 feet. Additional manholes should be provided at the junctions of trunk mains.

D. Inlets

Curb inlets shall be a minimum of 10 feet in length. Recessed curb inlets are required on all curbed streets with more than two travel lanes. Grate inlets are not allowed on public systems. Drop/Y inlets may be utilized in rear yards to intercept multiple lot to lot drainage or intercept offsite drainage.

E. Intake and Outfall Structures

Headwalls or sloped end treatment shall be constructed at all storm drain intakes and outlets. Storm drain systems that outfall to a creek shall be extended to the flowline of the creek or shall have an engineered drop structure. All outfalls should be evaluated for erosion protection as described in the *iSWM Technical Manual*. Headwalls in areas accessible to pedestrians and/or vehicles should include an appropriate guardrail.

F. Easements

Storm drain easements shall be a minimum of 15 feet in width with at least 5 feet of distance between the outside of the pipe and the easement line.

4.3.4 Detention Pond Requirements

The following section describes specific requirements for detention ponds in the City of Joshua. These requirements apply to the design of both private and public facilities.

A. Design Criteria

Detention basins shall be analyzed for the 1-, 5-, 25-, and 100-year storm events. Ponds shall be designed to limit the peak rate of discharge from the basin for the design storm events to a rate which will not cause an increase in downstream flooding or erosion potential.

Grass-lined sloped sides for detention basins shall not be steeper than 4H:1V for ease of maintenance. All detention basins shall be stabilized against erosion. Detention basins shall be designed to be maintainable by mechanized equipment. Level access routes for equipment shall be provided to all parts of the pond.

Due to the difficulty in coordinating the effective operation of multiple ponds and changing upstream conditions, ponds may not be constructed in-line with the water course. Exceptions will

be allowed where the entire drainage area is contained within a single development or the pond is a component of a master planned drainage system approved by the City.

Item 4.

Private detention ponds must be designed in accordance with good engineering practices and reviewed and inspected by the City. Maintenance for private detention ponds shall be the responsibility of the developer/owner. Access shall be provided to all private drainage facilities where there may be a public safety concern for inspection by the City. Detention ponds may not be used to meet park dedication requirements.

Impoundment of surface waters may require a water rights permit from the TCEQ. For the approval of ponds which retain water a completed permit or written documentation stating that a permit is not required must be provided.

B. Design Calculations

The Modified Rational Formula shall only be used for detention basin design for drainage areas of 25 acres or less. Modified Rational calculations shall be performed using the method described in the *iSWM Technical Manual*. A routed hydrograph method shall be used for watersheds larger than 25 acres. Various hydrograph methods and computer programs are available. Hydrograph study requirements shall be approved by the City Engineer.

Storage volume and outlet discharge calculations shall be provided for all storm events and shown on the construction plans along with tabulated stage-storage-discharge values. Outlet discharge calculations shall take into account backwater conditions at the outlet structure. For detailed calculations of unit hydrograph studies, a separate report shall be provided. A minimum of 1 foot of freeboard shall be added to the design water surface elevation to set the minimum pond top of bank.

C. Safety Requirements

An emergency spillway shall be provided for ponds with an embankment greater than or equal to 4 feet above adjacent grade. The spillway should be located at or above the 100-year maximum storage elevation with adequate capacity to convey the fully developed 100-year storm, assuming blockage of the storm drain outlet with six inches of freeboard. Ready access to the emergency spillway system shall also be provided. Spillway requirements must also meet all appropriate state and federal criteria. Design calculations shall be provided for all spillways.

Fencing is required around all ponds with vertical walls or steep side slopes to provide fall protection. The engineer should consider additional fencing based on site conditions to protect the public from any safety hazards.

Detention basins which retain water shall have a level safety ledge extending 3 feet into the basin from the shoreline and 2 feet below the normal water depth.

4.3.5 Channel Requirements

A. Design Criteria

Large drainage channels are generally not considered acceptable for new public drainage systems. Drainage shall be conveyed in a pipe except where calculations demonstrate that a storm drain greater than 72 inch in diameter would be necessary to convey the required flow. In most cases where pipe construction is infeasible creeks should be left in a natural state. If approved by the City Engineer, grass-lined engineered channels are acceptable. A concrete pilot channel shall be provided where feasible. Channel side slopes ranging from 3:1 to 4:1 are acceptable, although it is recommended that 4:1 side slopes be implemented when possible. Where channel top widths would exceed 60 feet it will be required to leave the creek in a natural state. Concrete lined channels shall only be acceptable for minor channels where approved by the City Engineer.

All channels shall be designed to convey the design flow with a minimum of one foot of freeboard. Channels shall also be designed to resist erosion from the design discharge as described in the *iSWM Technical Manual*. Alternate materials such as concrete and gabions may be used to protect portions of the channel from erosion as necessary. Additionally, in areas where potential excessive erosion or head cutting may occur, grade control structures, drop structures, or other structures may be required to provide stability.

B. Erosion Hazard Zones

An erosion hazard zone (EHZ) shall be delineated for any development adjacent to a natural drainage feature. The erosion hazard zone shall be defined as the horizontal area encompassed by projecting the existing toe of the bank on a 4:1 slope to the natural ground elevation as shown in Figure 4.1. Detailed topographic data such as field survey must be used when developing the EHZ. Alternatively, the EHZ can be delineated based on a detailed study of the expected long-term longitudinal stream degradation and lateral slope stability based on the steps described below.

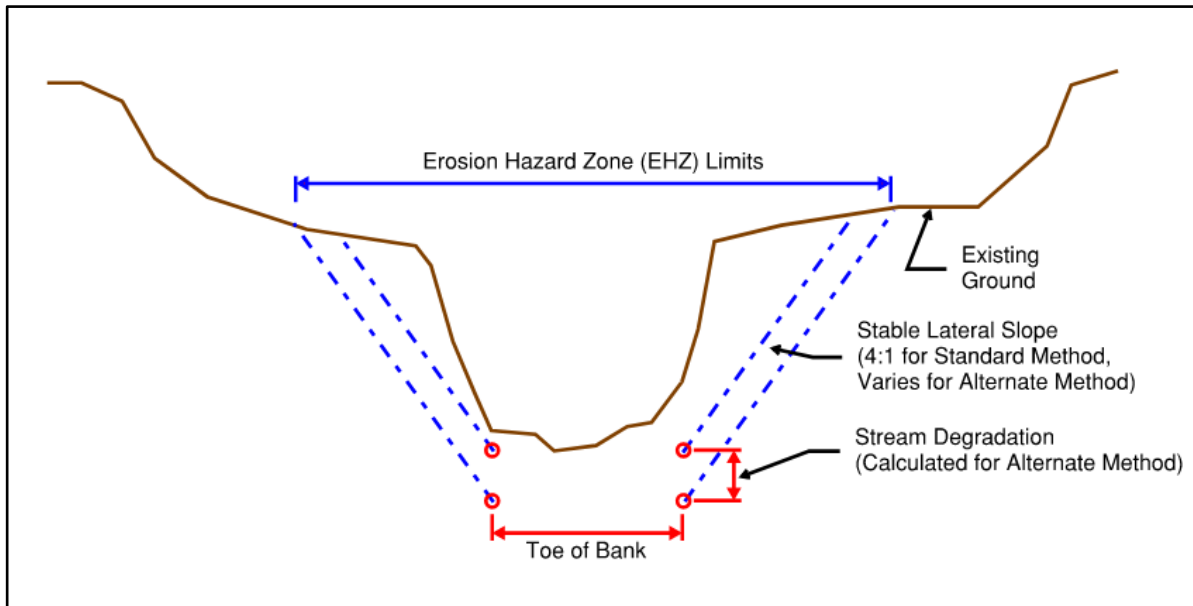
1. Long-term Longitudinal Stream Degradation: The estimated equilibrium slope shall be calculated from the nearest downstream hardpoint such as road crossing or drop structure. The equilibrium slope shall be calculated using three “degradation as limited by a stable slope” computations: Meyer-Peter Muller, Schoklitsch, and Lane’s *Tractive Force* (Pemberton and Lara, 1984). The average of these results shall be used to estimate the potential downcutting. Results differing from others by at least an order of magnitude should not be included in the average. The potential downcutting depth shall be calculated along the stream from the equilibrium slope to determine the degradation depth.
2. Lateral Slope Stability: Lateral slopes must be defined based on global stability calculations performed by a licensed engineer that specializes in geotechnical engineering. The minimum acceptable global factor of safety shall be 1.5. The EHZ is determined by locating the

intersection of the current top of each bank and the estimated downcutting depth, and then projecting the stable lateral slope from this point to natural ground.

Item 4.

3. The EHZ analysis should be based on a hydraulic model developed by a Professional Engineer and representative bedload sediment samples or pebble counts from each stream reach.
4. Deviations from the methodology to determine the EHZ or the use of slope stabilizing techniques to increase the lateral slope must be supported by engineering calculations and requires the approval of the City Engineer.

Figure 4.1: Erosion Hazard Zone Determination



C. Channel and Floodplain Easements

Channel easements shall have a minimum of 10 feet between the top of the channel bank and the easement line on both sides of the channel to provide room for maintenance. It must be demonstrated that any channel which carries public runoff is maintainable and that access to and along the channel is provided.

Natural creeks shall have a dedicated drainage easement encompassing the greater of the area of the 100-year fully developed floodplain and the EHZ. If no fully developed floodplain is currently identified for the area of development, one shall be delineated by the developer. Where appropriate models are unavailable, the City Engineer may allow the 500-year floodplain shown on the Effective FEMA Flood Insurance Rate Map to be used for this purpose. In areas of low risk, the City Engineer may accept a conservative estimate of the floodplain based on engineering judgement. No development, including fencing, shall be located within the easement. The

easement should not be included in newly subdivided residential lots, but rather fully encompassed in a homeowners association maintained common area. For non-residential areas, the area is to be fully encompassed by a private drainage easement or within a property owners association maintained common area.

4.3.6 Culvert and Bridge Requirements

The following section describes specific requirements for culverts and bridges in the City of Joshua.

A. Design Criteria

All culverts shall have headwalls at the upstream and downstream ends. Culverts should be designed to have one foot of freeboard measured from the top of the curb or edge of pavement at the road low point. Bridges should be studied for scour potential and scour mitigation measures shall be incorporated. The low chord on the bridge structure shall be at least one foot above the 100-year water surface elevation. All headwall and bridge structures should provide appropriate guardrails to protect pedestrian and vehicular traffic.

4.3.7 Lot Grading Standards

The following grading standards shall be met for residential subdivisions in the City of Joshua consisting of half acre lots or smaller.

A. Grading Plan Requirements

All residential subdivisions are required to provide a grading plan designed so as to avoid concentration of runoff onto lots. The grading plan shall show proposed spot elevations at each property corner, at grade break points, and finished pad elevations. One foot contours showing existing and proposed elevations shall also be shown unless this requirement is waived by the City Engineer.

B. Lot-to-Lot Runoff

Lots should be graded such that no lot drains across another where feasible. In no case shall more than one lot drain through another. In unusual situations where multiple lots must drain through another, an engineered swale or other conveyance improvement and drainage easement should be provided where approved by the City Engineer.

C. Lot Grading Requirements

Lot grading shall conform to the following standards:

1. Lots shall be graded away from the pad at a minimum slope of 5 percent for a distance of 10 feet in all directions (or to the lot line).

2. Front or rear swales should be provided where necessary to carry runoff around the pad.
3. Side lot line and front or rear swales shall have a minimum slope of 1 percent although higher slopes are preferred where feasible.
4. Side lot line swales must have a minimum depth of 3 inches at its shallowest point (and a typical depth exceeding 6 inches) below the lowest adjacent pad elevation. Where steep grade between lots makes this infeasible, a retaining wall shall be constructed to reduce the grade differential such that a conforming swale can be constructed on the higher lot.
5. Slopes shall not exceed 4:1 on residential lots unless approved by the City Engineer. A typical max slope of 10 percent should be used.

Item 4.

5.1 APPENDIX A – ENGINEERING FILE SUBMISSION GUIDELINES

The following are guidelines for submitting digital files of engineering plans approved through the review process. Any submittals not complete and in conformance to the specified guidelines will not be accepted and may result in the delay in the release of permits and construction.

5.1.1 Media

- A. Submittals may be made over the internet or delivered to the city saved on a device compatible with city computers, hereinafter called Submittal.
- B. The Submittal shall be labeled with ALL of the following information:
 - 1. Name of the engineering consultant company submitting the plans
 - 2. Project name
 - 3. City plat file number
 - 4. Newly assigned address or if not available;
 - 5. City Block number
 - 6. Effective Date (seal date)
 - 7. Notate if plans are Revisions to Final (RTF)

5.1.2 Submittal Content

- A. The Submittal shall contain ALL of the following data files in Portable Document Format (PDF):
 - 1. Combined full set of approved engineering plans, complete with the most current version of the preliminary plat or, if approved, final plat.
 - 2. Separated single PDF file of each approved engineering plan sheet.
 - 3. Copy of the executed transmittal letter accompanying the submittal.
 - 4. Note: A compressed and self-extracting file type (.ZIP) is acceptable IF individual files are too large in size.

5.1.3 File Naming Convention

- A. Files of engineering plans and drawings shall use the following naming convention:
 - 1. Combined full set:
- B. City assigned project number_Project Name_Final Full Set
- C. Example: 1234_City Park Apartments_Final Full Set

1. Single and separated drawings:

D. City assigned project number_Project Name_Sheet Number_Sheet Name

E. Example: 1234_City Park Apartments_C001_Paving Plan

1. Revision to Final drawings:

F. City assigned project number_Project Name_Sheet Number_Sheet Name_RTF

G. Example: 1234_City Park Apartments_C001_Paving Plan_RTF

H. If more than one RTF has occurred, please indicate which version it is, e.g., RTF2, RTF3

5.2 APPENDIX B – ENGINEERING SUBMISSION GUIDELINES & PLAN REVIEW CHECKLIST

Project Name: _____
 City Plan File # (Plat #): _____
 Zoning (or PD/SUP #, if applicable): _____
 Engineering Consulting Firm: _____
 Engineer-of-Record: _____, PE
 Date: _____

Plan Format, General Standards & Helpful Links

☐ General Sheet Order for Plan Submission

- Cover Sheet **(Always Required)**
- General Notes
- Preliminary or Final Recorded Plat **(Always Required)**
- Existing Conditions Plan / Topographic Survey **(Always Required)**
- Demolition Plan
- Site Layout or Dimension Control Plan **(Always Required)**
- Paving Plan (& Profile, where applicable)
- Grading Plan **(Always Required)**
- Existing Drainage Area Map **(Always Required)**
- Proposed Drainage Area Map **(Always Required)**
- Drainage Calculations **(Always Required)**
- Storm Drain Plan (& Profile, where applicable)
- Erosion Control Plan
- Construction Details

- ☐ All plans should be printed on 11" x 17" size paper, landscape orientation, clear, legible, and to scale. Engineer scales: 1" = 10', 20', 30', 40', or 50'. Larger scales may be used for overall/indexing sheets. No Architectural Scales.

North orientation should generally face to the top or right-hand side of sheet.

The following information should be included on **ALL** sheets:

- Engineering Firm Name & Registration #, Address, and Phone Number
- Engineer's Seal or preliminary statement as approved by the Board of Professional Engineers
- Surveying Firm Name & Registration #, Address, and Phone Number
- Developer's Name, Address, and Phone Number
- Owner's Name, Address, and Phone Number
- Plat File#: _____

- ☐ Please refer to the information below to answer questions in the following checklist.
- City of Joshua Engineering Design Standards and Specifications (EDSS)
 - North Central Texas Council of Governments (NCTCOG) Construction Standards, latest edition
 - City of Joshua Planning & Development Website
<https://www.cityofjoshuatx.us/departments/planning-development/>

- Johnson County Special Utilities District - <https://www.jcsud.com/>
- FEMA Flood Map Service Center – <https://msc.fema.gov/portal>

Engineering Check List

1. Have plans been submitted to Johnson County Special Utilities District for review and approval?

_____ Yes

_____ No ** Please note that Engineering plan review is divided into two separate sections: Paving/Drainage Engineering (City of Joshua) and Water/Wastewater Engineering (JCSUD). Each section has its own submittal requirements, review check lists and review fees. Contact JCSUD for additional information on Water/Wastewater Engineering submittal.

2. Is the property being platted?

_____ Yes – What is the Preliminary Plat number?

_____ No – Property is already platted: _____ N/A

3. Is the property being re-zoned?

_____ Yes – Zoning classification changed from to

_____ No

4. Is there a PD or Specific Use Permit (SUP) related to this development?

_____ Yes

Submit highlighted sections of the conditions of the PD/SUP. List any conditions regarding sidewalks, paving and/or drainage:

5. Has any part of the site ever been used as a cemetery?

_____ Yes – Additional conditions may need to be met prior to plan approval.

_____ No

6. Has any part of the site ever been part of a “brown field” and/or a landfill in the past?

_____ Yes – Additional conditions may need to be met prior to plan approval.

_____ No

8. Is an itemized breakdown with quantities of all proposed public paving and drainage infrastructure within City ROW and Easements included in this submittal?

_____ Yes

_____ No – Note: This is required prior to plan approval.

_____ N/A

10. Are any retaining/screening walls proposed?

_____ Yes – Maximum vertical distance measured from the bottom of the footing to the top of the wall = _____ feet.

_____ No

11. Is any proposed excavation or filling over 5 feet?

_____ Yes – Maximum depth of excavation = _____ feet.

_____ Yes – Maximum depth of fill = _____ feet.

_____ No

12. Are sidewalks shown on all street frontages? Per the Joshua City Code, sidewalks are required on all street frontages. Plans submitted for Paving/Drainage review

must include the required sidewalks. The applicant may apply for a Sidewalk Waiver.

☐ Yes

☐ No – Sidewalk waiver has been obtained and a copy is attached.

13. Is on-street parking being proposed?

☐ Yes

☐ No

14. Will an acre or more of soil be disturbed with this development?

☐ Yes – Engineer should inform developer that a SWPPP must be submitted prior to obtaining any permits. See “Construction Plan Review Checklist For projects greater than one acre”.

☐ No

15. Is there a thoroughfare adjacent to the development, or within (passes through) the development? Please refer to the City of Joshua Thoroughfare Plan.

☐ Yes, thoroughfare is adjacent. **Please note that the developer may be responsible for the design and construction of half of the width of the thoroughfare which abuts the proposed development.

☐ Yes, thoroughfare passes within. **Please note that the developer is responsible for the entire width of the thoroughfare within the limits of the proposed development.

☐ No

16. Does this development comply with the International Fire Code?

☐ Yes – I have read the code and verified that it complies.

☐ No – Please explain: ** Please note: Where the vertical distance between the grade plane and the highest roof surface exceeds 30 feet, adjacent aerial fire apparatus access roads shall have a minimum unobstructed width of 26 feet. Otherwise, adjacent access roads shall have a minimum unobstructed width of 20 feet.

17. Is there any lot-to-lot drainage? Is the site currently accepting runoff from adjacent properties, or will the site be draining onto/through adjacent properties (regardless of current drainage pattern)?

☐ Yes – Private Drainage Easements may be required.

☐ No

18. Is any work proposed within areas designated as floodplain by FEMA, or in areas near unstudied streams/creeks?

☐ Yes

☐ No

21. Do all storm water outfall locations have the capacity to convey the 100-year storm?

☐ Yes – Provide supporting drainage plans and calculations.

☐ No – Detention may be required. ** It is the responsibility of the engineer of record to verify the capacity of existing storm sewer systems, swales/channels, street gutters, or any other public or private conveyances into which the proposed development will discharge storm runoff. If design plans or as-built plans are not on record or otherwise

available, it may be necessary for the engineer of record to perform field verification of the location, size, slope, depth, etc. of these systems to determine their capacity.

22. Is any storm water runoff from the site being diverted from its existing outfall location into a new outfall?

_____ Yes – Please explain: _____

_____ No

23. Is any storm water runoff being discharged onto adjacent cities or other entities?

Yes, onto another City – Please note: Detention may be required and the adjacent City must approve the plans.

_____ Yes, onto another Entity (e.g., TxDOT) – Please note: Engineering plans must be reviewed and approved by that entity.

_____ No

24. Is there any proposed connection to the storm sewer system that would discharge anything other than rainfall runoff?

_____ Yes - Please explain: _____

_____ No

25. Is detention being proposed?

_____ Yes **Please note: Detention must be located onsite, easements must be clear of obstructions and building encroachments, and adequate access must be provided for maintenance purposes via Detention Area Access Easement.

_____ No

Required Sheet Information

☐ Cover Sheet

- Project Name, Lot & Block Number/Legal Description
- Sheet Index
- Vicinity Map
 - All information is clearly shown on the Cover Sheet.
 - Some information is missing. Here is what's missing and why:

☐ Preliminary or Final Plat

- When the Planning & Zoning Commission approves the Preliminary Plat, a conditional approval letter is issued and mailed to the owner and Surveyor.
- The Engineer should request a copy from the owner and:
 - Ensure that the surveyor has addressed all conditions on the Preliminary Plat that is being submitted with the engineering plans.
 - Ensure that all conditions are addressed on the engineering plans.

- Right-of-Way dedications are clearly shown and dimensioned
- Easement dedications are clearly shown and dimensioned
- All existing easements are clearly shown and dimensioned
 - Vicinity Map
 - All information is clearly shown on the Plat
 - Some information is missing. Here is what's missing and why:

☐ Existing Conditions Plan

- Show and label existing contour lines (with elevation labels) at one or two foot contour intervals referenced to sea-level datum.
- Show and label existing drive approaches, street frontage sidewalks & barrier-free ramps, street and onsite pavement material (e.g., concrete, asphalt, pavers, gravel, etc.), street pavement & right-of-way widths, on-street parking, street curb lines, bar-ditches, onsite buildings, vehicle circulation lanes, private drives, fire lanes, parking areas, landscape areas, fencing, retaining walls, and all public and private storm/water/wastewater/other utility infrastructure.
- Show, label, and dimension all existing easements.
- Show and label all existing signs, utilities, signal poles, parking meters, bike racks, newsracks, advertising kiosks, etc. located within the right-of-way.
- Show and label all streams, creeks, drainage ways, and 100-year floodplain. In addition to FEMA overlays, show and label actual 100-year water surface elevations.
- All information is clearly shown on the Existing Conditions Plan.
- Some information is missing. Here is what's missing and why:

☐ Demolition Plan

- All items listed above under "Existing Conditions Plan" is either labeled: "Existing to Remain", "To be Removed", or "To be Relocated".
- All information is clearly shown on the Demolition Plan.
- Some information is missing. Here is what's missing and why:

☐ Site Layout or Dimension Control Plan

- Show and label proposed drive approaches, street frontage sidewalks & barrier-free ramps, onsite & offsite pavement material (e.g., concrete, asphalt, permeable pavers, etc.), street pavement & right-of-way widths, on-street parking, street curb lines, bar-ditches, onsite buildings, vehicle circulation lanes, private drives, fire lanes, parking areas, fencing, retaining walls, and landscape areas.
- Show and label all existing and proposed signs, utilities, signal poles, parking meters, bike racks, newsracks, advertising kiosks, DART bench/shelter, etc. located within the right-of-way.
- Show, label, and dimension visibility triangles at street intersections and drive approaches.
- All information is clearly shown on the Site Layout or Dimension Control Plan.
- Some information is missing. Here is what's missing and why:

☐ Paving Plan (& Profile, where applicable)

- All proposed work is clearly shown and labeled with a paving legend to distinguish between the different pavement specifications within the right-of-way and private property.
- Limits of new paving and adjustments to intersecting streets and drives are clearly defined by stations and dimensions, as necessary.
- Typical cross sections are shown and dimensioned for each proposed street/alley classification with station limits and centerline corrections.
- Station/top of curb (offset from centerline if not typical) for all PC's, PT's and midpoints of curb returns.
- A curve schedule should be provided for concentric and non-concentric curves.
- Check all drives, intersections and other locations involving cross traffic for possible hazardous situations. Watch for obstructed sight distance, hindrances to safe operation at design speed, danger to pedestrians, etc.
- Intermediate tangents have been designed between reverse curves based on the design speed along the centerline of the proposed streets.
- Complete vertical curve information is provided and meets minimum sight distance requirements for design speed.
- Existing and proposed water/wastewater lines are clearly shown and labeled when located under proposed pavement.
- Street lighting on divided thoroughfares is clearly shown and labeled.
- Type, thickness, strength, rebar size, and subgrade preparation of proposed pavement is shown and is in conformance with standards.
- Show cross-slope of street and driveway slopes into property. Slopes must comply with the EDSS.

- Sidewalks are clearly shown and labeled on all street frontages. Concrete thickness, strength, and rebar size is shown and is in conformance with standards.
- Show, label, and dimension visibility triangles at street intersections and drive approaches.
- Please note: Where the vertical distance between the grade plane and the highest roof surface exceeds 30 feet, adjacent aerial fire apparatus access roads shall have a minimum unobstructed width of 26 feet. Otherwise, adjacent access roads shall have a minimum unobstructed width of 20 feet.
- All information is clearly shown on the Paving Plan.
- Some information is missing. Here is what's missing and why:

☐ Grading Plan

- Existing onsite and offsite contour lines (with elevation labels) and proposed grades are clearly shown and labeled.
- Surface drainage easements are provided for lot-to-lot drainage paths.
- Typical cross sections for all retaining walls are provided. Show footings, utility crossings, wall heights, and distances to property lines.
- All utilities are clearly shown and labeled.
- Show and label all streams, creeks, drainage ways, and 100-year floodplain. In addition to FEMA overlays, show and label actual 100-year water surface elevations.
- All information is clearly shown on the Grading Plan.
- Some information is missing. Here is what's missing and why:

☐ Existing Drainage Area Map

- Existing onsite and offsite contour lines (with elevation labels), onsite and offsite subdivided drainage areas, and drainage area calculation tables are clearly shown.
- Indicate zoning for each drainage area.
- Existing inlets and storm drain lines are clearly shown and labeled.
- Existing onsite and offsite flow direction is clearly shown with directional flow arrows.
- Show the design storm that the downstream storm drain system was designed for (e.g, 25-year storm, 100-year storm, etc.) and the drainage criteria that was used for that design.
- Show and label outfall locations.

- Show and label all streams, creeks, drainage ways, and 100-year floodplain. In addition to FEMA overlays, show and label actual 100-year water surface elevations.
- All information is clearly shown on the Existing Drainage Area Map.
- Some information is missing. Here is what's missing and why:

☐ Proposed Drainage Area Map

- Proposed onsite and offsite grades, onsite and offsite subdivided drainage areas, and drainage area calculation tables are clearly shown.
- Indicate zoning for each drainage area.
- Existing and proposed inlets and storm drain lines are clearly shown and labeled.
- Proposed onsite and existing offsite flow direction is clearly shown with directional flow arrows.
- Show runoff calculations and use design criteria as shown in the Drainage Design Manual.
- Show and label outfall locations.
- Demonstrate, with supporting calculations, that there is adequate capacity downstream to convey the 100-year storm.
- Show and label all streams, creeks, drainage ways, and 100-year floodplain. In addition to FEMA overlays, show and label actual 100-year water surface elevations.
- All information is clearly shown on the Proposed Drainage Area Map.
- Some information is missing. Here is what's missing and why:

☐ Storm Drain Plan (& Profile, where applicable)

- Show a plan and profile for all proposed public storm drain lines. Pipe lengths are to be shown by stationing at each structure. Show pipe size, material, slope and class for each run. Show pipe inverts, discharge, velocity and friction slope. Show and label the hydraulic gradient.
- Show all hydraulics, velocity head changes, gradients, computations and profile outfalls with typical sections and computations.
- Specify at least Class III RCP. Provide inlets where street capacity is exceeded. For thoroughfares, one lane must remain dry.
- Existing and proposed inlets and storm drain lines are clearly shown and labeled.
- Discharge storm drains at the flowline of creeks and channels with the last 10 feet at a grade not to exceed one percent, unless otherwise directed.
- Show the 100-year water surface elevation at the outfall of the storm drains.

- Where connections are made to an existing storm drain, provide the design data of existing system (Q100, HGL, inverts, diameter, etc.).
- Intersect laterals at 60 degrees with the trunk line, if possible. Where laterals tie into a trunk line, channel or creek, place them at 60-degree angle with center lines. Connect them so that longitudinal centers intersect.
- Indicate flow line elevations of the storm drains on the profile. Label the line grade (in percent). Match top inside of pipe where adjacent to other size pipe.
- Do not use high velocities in storm drain design. Refer to the Drainage Design Manual for maximum allowed velocities.
- The minimum pipe slope is 0.30% unless otherwise directed.
- The downstream system must be sized to adequately convey the fully developed runoff from the site.
- Provide a written statement certifying that you have analyzed the proposed storm drainage outfall effects on the adjoining property owner(s) and that your discharge will not adversely affect or jeopardize any downstream properties.
- Proposed driveway turnouts must be a minimum of 10 feet from any existing or proposed inlet.
- Do not use bends on public storm drain lines for pipe sizes less than 30-inch diameter.
- Do not use 90-degree bends on storm drains or outfall. Provide a junction structure or manhole.
- Show and label all streams, creeks, drainage ways, and 100-year floodplain. In addition to FEMA overlays, show and label actual 100-year water surface elevations.
- Drainage swales/channels should have cross sections with 100-year water surface elevation, slopes, side slopes, and velocity clearly shown and labeled.
- All information is clearly shown on the Storm Drain Plan.
- Some information is missing. Here is what's missing and why:

☐ Erosion Control Plan

- Existing contour lines (with elevation labels) and proposed grades are clearly shown and labeled.
- Design plans comply with all current rules and regulations of EPA, TCEQ, and other applicable federal and state agencies.
- All information is clearly shown on the Erosion Control Plan.
- Some information is missing. Here is what's missing and why:

☐ Construction Details

- All details are clearly labeled private or public.
- All applicable details from the City of Joshua Standard EDSS or NCTCOG Construction Standards should be clearly shown, labeled, and cross referenced on the plans.
- All details not covered by the City of Joshua EDSS or NCTCOG Construction Standards are clearly shown, labeled, and dimensioned.
- All applicable details for work within the right-of-way of another entity (e.g., TxDOT, etc.) are clearly shown, labeled, and cross referenced on the plans.
- All information is clearly shown on the Construction Details.
- Some information is missing. Here is what's missing and why:

I have reviewed this check list and certify that the design plans submitted have been reviewed by me and are in compliance with all City of Joshua design standards. I understand that the City reserves the right to provide review comments at any time throughout the plan review process until all standards have been addressed.

_____, PE
Print Name

Signature

Date

5.3 APPENDIX C – CONSTRUCTION PLAN SWPPP REVIEW PROCEDURE

Background: This checklist is used by the City of Joshua staff for Stormwater Pollution Prevention Plan (SWPPP) reviews. It is provided as an additional resource intended for designers for construction projects to assure all required elements of a SWPPP are included. Use of this checklist will determine if your SWPPP is complete, though not all checklist items are applicable to all projects.

Review Information

Applicant: _____ Project name: _____

Application Date: _____ Reviewer name: _____

Reason for Review:

Mandatory

Random Audit

Enforcement Case

SWPPP contains one or more of these:

Narrative

Plan Sheets

Standard Detail Sheets

Project Type:

Residential

Commercial/Industrial

Road Construction

Other (describe) _____

SWPPP Information (Does the project narrative contain the following)

- ☐ What is the nature of the construction activity?
- ☐ Address the potential for a discharge of sediment and/or other potential pollutants from the site?
- ☐ List the chain of responsibility for SWPPP implementation for all operators on site?
- ☐ Describe installation timing for all Erosion Sediment Control (BMP's)
- ☐ Describe procedures to amend the SWPPP and establish additional temporary BMP's as necessary for site conditions?
- ☐ Methods used to minimize soil compaction and preserve topsoil must be described.
- 7. ☐ Describe hazardous material, construction debris, and concrete slurry management.

Plan Sheets: (Do they contain the following?)

- ☐ Existing and final grades.
 - 2. ☐ Locations and types of all temporary and permanent BMP's.
 - 3. ☐ Locations of areas not to be disturbed (buffer areas)
 - 4. ☐ Location of areas where construction will be phased to minimize duration of exposed soil areas.
 - 5. ☐ Areas of steep (3:1 greater slope)
 - 6. ☐ Locations of adjacent wetlands, surface waters, and storm ponds.
 - 7. ☐ Description and location of final stabilized method.
 - 8. ☐ Are standard details or specifications included?

5.4 APPENDIX D – PUBLIC WORKS MATERIALS TESTING

Section I: Storm Sewer

Backfill and Density Testing

All trenches shall be backfilled in maximum 12" (inch) loose lifts and mechanically compacted with approved vibratory methods (NCTCOG item 504.5.3.2.1)

Densities shall conform to minimum 95% ASTM D-698 and be at or above optimum moisture unless specified otherwise (NCTCOG item 504.5.3.2.1). Proctor samples shall be taken for all classifications of soil on site. Atterberg Limits shall be determined on all Proctor samples.

Densities shall be taken on every other lift as lifts ascend. No "potholing" or "ramping" will be allowed unless approved by the inspector.

Densities shall be taken at intervals not exceeding 300' (feet) along the length of storm sewer mains.

Densities shall be taken on every lateral under pavement.

Backfill adjacent to inlets, headwalls, junction boxes, and other structures shall be compacted manually, and density tested on every lift.

Connections

Collars, junctions, wyes, and damage repairs will be inspected prior to concrete placement and again prior to final embedment and backfill.

All collars must have No. 3 rebar for reinforcement supported by blocks.

Structure construction:

A concrete mix design must be submitted and approved by City prior to any placement of concrete.

Inspector shall be notified of concrete placement 24 hours in advance for steel and form inspection.

One set of four cylinders (2 - 7 days, 2 - 28 days) shall be made for every day concrete is placed (ASTM C-31).

Air, slump, and temperature tests shall be taken for every set of cylinders made. Concrete with a temperature above 95° F will be rejected. Additional cylinders and or tests may be requested at the inspector or Engineer's discretion.

Exterior forms shall not be removed for a minimum of 24 hours unless approved by Inspector or Engineer.

Section II: Stabilization

Soil Classification and Sampling

Lime Stabilized sub-grade shall have an initial cure time of not less than 72 hours prior to remixing according to NCTCOG spec (Item 301.2.3.5.1).

Sub-grade Testing

Gradations for lime treated sub-grade shall be taken at intervals not exceeding 300' (feet) along road and must pass 100% through a 1 ¾" (inch) sieve and 60% through a #4 sieve according to NCTCOG spec (Item 301.2.3.5.1).

Gradations for Portland Cement treated sub-grade shall be taken prior to placement of cement and at intervals not exceeding 300' (feet) along road and must pass 100% through a 1" (inch) sieve and 80% through a #4 sieve according to NCTCOG spec (Item 301.3.3.2).

Lime sub-grade shall be tested for depth at intervals not exceeding 300' (feet) along road. Tests will be performed by excavating deeper than lime treatment and administering a phenolphthalein indicator.

Densities shall be taken on sub-grade at intervals not exceeding 300' (feet) along road and conform to minimum 95% ASTM D-698 (NCTCOG Item 301.2.3.6). Moisture content shall be at or above optimum moisture.

All sub-grade shall be visually "proof rolled" after it is trimmed and prior to placement of steel or asphalt.

Densities shall be taken within 72 hours of concrete placement (NCTCOG Item 303.5.1). If more than 72 hours elapses, densities must be retaken unless an approved emulsion sealant is used (NCTCOG Item 302.3.5).

Location for densities, gradations, and depth checks shall be at the discretion of the Inspector and shall be representative of the entire cross section of sub-grade.

Sub-grade failures shall be defined by inspector or Engineer. Repair methods will be discussed with the inspector or Engineer and approved prior to beginning repair work.

At all testing location intervals, multiple tests may be required across width of right-of-way.

TX Dot Cement Treated Subgrade Spec Item 275

Curing of cement stabilized subgrade, cure for at least three days by sprinkling in accordance with item 204, "Sprinkling" or by applying asphalt material at the rate of 0.05 to 0.20 gal per square yard, as shown on the plans or directed.

Microcracking

When shown on plans, maintain moisture content of the finished cement treated base for a period of 24 to 48 hr. during this time, but not sooner than 24 hr., roll the finished course with a vibratory roller to induce microcracking. The vibratory roller must be in accordance with Item 210, "Rolling", with a static weight equal to or more than 12 tons and the vibratory drum must be not less than 20" (inch) wide. The roller must travel at a speed of 2 mph (miles per hour), vibrating at a maximum amplitude, and make 2 to 4 passes with 100% coverage exclusive of the outside 1' (foot) of the surface crown, unless otherwise directed by the Engineer. Additional passes may be required to achieve the desired crack pattern as directed. Notify the Engineer 24 hours before the microcracking beings.

Section III: Concrete Pavement

Concrete Testing

A concrete mix design must be submitted and approved by the city prior to any placement of concrete.

The Inspector shall be notified of concrete placement 24 hours in advance for steel and form inspection.

Any rebar stand-offs to be used to support the rebar street mat driven in the ground should be epoxy coated in slip form paving situations.

One set of 4 cylinders (2-7 days & 2-28 days) shall be made for every 150 cubic yards of concrete that is placed for pavement, sidewalks, ramps, and or retaining walls (ASTM C-31).

Air, slump, and temperature above 95° F will be rejected.

Additional cylinders and or tests may be requested at the Inspector or Engineer's discretion.

(ASTM C-94) no more than 90 minutes before concrete placement for ready-mix batch trucking.

All saw-cuts shall be left smooth and free of any fractures.

Cure Time, Cores & Form Removal

Forms shall not be removed from pavement, sidewalks, ramps, or retaining walls for 24 hours minimum, and shall not be backfilled less than 72 hours after concrete placement.

Pavement shall have a minimum cure time of 7 days but may be opened to traffic earlier at the discretion of the Inspector or Engineer only after review of compressive strength data. Temporary perpendicular crossings may be made after 72 hours provided field cured specimens indicate concrete has met at least 75% of design strength, by ramping soil over the new pavement at a depth of not less than 18" (inches) and a width of not less than 10' (feet).

Prior to grout wiping any concrete, the contractor shall demonstrate a method of surface preparation to ensure adhesion of grout.

The paving contractor at their cost shall core all streets to verify proper pavement thickness prior to acceptance. Cores shall be 2" (inches) diameter and taken at intervals not exceeding 300' (feet). Locations will be approved by the city. Multiple cores may be required at each interval to represent the entire cross section. Evaluation of cores will be in accordance with NCTCOG spec (Item 303.8.2). All concrete replacements shall be in full panel increments or NCTCOG Item 402 and illustrations 3070 C and D for asphalt paving.

This information is an explanation of basic testing procedures and is mean to be used in conjunction with the North Central Texas Council of Governments Standard Specifications for Public Works Construction, November 2017Edition and TX Dot Item 275.

5.5 APPENDIX E – GENERAL NOTES

1. The term Municipality refers to the City of Joshua. J.C.S.U.D. refers to Johnson County Special Utility District.
2. All work shall conform to the requirements of the Municipality/J.C.S.U.D. and shall be in accordance with the Municipal/J.C.S.U.D. standard details and specifications for construction. All work not covered in the contract documents and Municipal/J.C.S.U.D. standard details and specifications for construction shall be Governed by the North Central Texas Council of Government Standard Specifications for Public Works Construction.
3. The contractor shall protect existing property monumentation and primary control. Any such points which the contractor believes will be destroyed shall have offset points established by the contractor prior to construction. Any monumentation destroyed by the contractor shall be reestablished at contractors' expense by a registered professional land surveyor.
4. It shall be the responsibility of the contractor to: A.) Prevent any damage to private property and property owner's poles, fences, shrubs, etc. B.) Protect all underground utilities. C.) Notify all utility companies at least 48 hours prior to excavation in accordance with Texas Law. D.) Field verify horizontal and vertical location of all utilities in the vicinity of construction activities prior to start of construction. The contractor shall notify the Engineer of any unidentified potential conflicts that may exist between the existing utilities and construction plans.
5. Any damage that may occur to real property or existing improvements, including existing private and public landscape irrigation systems, shall be restored by the contractor to at least the same condition that the real property or existing improvement were in prior to the damages. The contractor will also be responsible for the adjustment of sprinkler heads to final grade and relocation if necessary.
6. The contractor shall always maintain drainage during construction. The ponding of water in streets, drives, trenches, etc. will not be allowed. The contractor shall always maintain existing driveways access.
7. The contractor shall always maintain existing sanitary sewer and water services during construction.

8. Areas of the site that will underlie fill shall be scarified to a depth of 8 inches. Fill shall be placed in loose lifts not exceeding 8 inches in uncompacted thickness. All fill material shall be compacted to 95% standard proctor density with a moisture content from -3% to +1% of optimum or per Geotech recommendation. Field density tests per municipal requirements.
9. The contractor shall abide by all applicable Federal, State, and local laws governing excavation. The contractor shall provide detailed plans and specifications for trench safety systems that comply with applicable laws governing excavation. These plans shall be sealed by an Engineer experienced in the design of trench safety systems, licensed in the State of Texas. The contractor shall submit completed trench safety plans to the municipality prior to commencing work. The contractor shall be solely responsible for all aspects of work related to excavation. All excavations, trenching and shoring operations shall comply with the requirements of the U.S. Department of Labor, OSHA, "Construction Safety and Health Regulations."
10. Work may not be backfilled or covered until it has been inspected by the Municipality/J.C.S.U.D.
11. All excavation on the project is unclassified.
12. All curb and gutter shall be integral with the concrete pavement.
13. Contractor shall coordinate the protection of existing franchise utilities and appurtenances, including existing utility poles, in the vicinity of construction operations whether utilities are shown on plans or not. Any damage incurred to existing franchise utilities, appurtenances, utility poles, light standards, etc., by construction related activities shall be the sole responsibility of the contractor.
14. The contractor shall locate and record existing irrigation systems prior to construction. The contractor shall temporarily remove and cap the irrigation system as necessary for construction and shall replace the portion removed with equivalent systems. The contractor shall coordinate any irrigation work with the municipality and property owner's representatives.
15. The contractor must cease all construction operations immediately if a suspected archeological object/artifact is uncovered during construction. The contractor must immediately contact the Texas Historical Commission and the Municipality/J.C.S.U.D. Project work will not commence until proper permits are in place and provided to the Municipality/J.C.S.U.D.

16. All paving dimensions are to the back of curb unless otherwise noted.
17. It is the contractor's responsibility to ensure compliance with all handicapped accessibility requirements including signage, textures, coloring, markings, and slopes of ADA/TAS 2012 accessible routes & ramps, and parking spaces.
18. All pipe lengths measured from station to station based on the center of structure unless otherwise noted.
19. The contractor shall notify the Engineer if any discrepancies arise.
20. All excavations, trenching and shoring operations shall comply with the requirements of the U.S. Department of Labor, OSHA, "Const. Safety and Health Regulations." Vol 29, Subpart P. PG. 128-137, and any amendments thereto. The contractor shall prepare and implement a trench safety plan for this project.
21. The contractor shall restore all areas, onsite and offsite, disturbed by construction to their original condition or better. Restored areas include, but are not limited to: trench backfill, side slopes, fences, culvert pipes, drainage swales, staging areas, driveways, private yards, and roadways. Unless otherwise directed by the landscape drawings, restoration shall include hydro mulching all disturbed areas with a slope of less than 20% (1:5) and sodding areas with a slope of 20% (1:5) or greater. Establishment of grass through proper watering is left up to the contractor's means and methods, unless otherwise directed by the landscape/irrigation drawings.
22. The contractor shall keep records for as-builts drawings and shall submit mark-ups to the municipality inspector prior to scheduling a final walk-through inspection.
23. Prior to construction, a pre-construction meeting shall be held with representatives from all contractors, the Engineer, and the municipality.
24. All construction must adhere to the tree preservation requirements of the municipality.
25. The contractor, his agents, and sub-contractor are completely responsible for the verification of the accuracy of the dimension control furnished herein. The owner, Engineer, and their agents are not responsible for the accuracy of the coordinated information furnished. The contractor is required to verify all coordinates for accuracy and confirm the locations of all utilities to be constructed both

horizontally and vertically. Discrepancies found by the contractor shall be reported in writing to the owner immediately for reconciliation.

26. The contractor shall be responsible for the implementation of stormwater pollution prevention plan (SWPPP) required for this project in accordance with the contract documents. The contractor shall prepare, implement, and maintain the SWPPP in accordance with the requirements of the current TCEQ and NPDES General Permit in accordance with the register pages 36489-36519.

5.5.1 General Notes for Paving Improvements

1. The sub grade shall be proof rolled and observed by the construction inspector prior to and after sub-grade stabilization.
2. Individual water and sewer services and water valves shall be marked in accordance with Municipal/J.C.S.U.D. requirements.
3. The contractor shall proceed with paving no more than seventy-two (72) hours after density/moisture tests have been taken and passed by a registered testing firm. Copies of the test results shall be furnished to the municipality. In the event paving operations have not commenced within the seventy-two (72) hour limit, a retest shall be required at the contractor's expense.
4. Manhole rim elevations, clean-outs, valve boxes, fire hydrants, etc. shall be adjusted to finished grade by the paving contractor at the time of paving.
5. The paving contractor shall install a blue reflector in the street or fire lane centerline at the location of each fire hydrant.
6. The contractor shall prepare all traffic control plans and submit them to the municipality prior to the issuance of any construction permits for work within the municipality. The plan shall be prepared in accordance with the current edition of the Texas M.U.T.C.D and as modified by the TXDOT supplement to the M.U.T.C.D. The plan shall address the requirements for all signs, barricades, flagmen, lights, hours of construction, and other devices as necessary for safe traffic control.
7. The concrete sealant to be per the municipality's standards.
8. Any rebar stand-offs to be used to support the rebar street mat driven in the ground must be epoxy coated in slip form paving situations.

5.5.2 Work in TxDOT ROW

1. The Texas Department of Transportation (TxDOT) must approve any work to be done on the State Highway right-of-way. An application and appropriate plans must be submitted to the municipality and the municipality will submit the application to TxDOT for review and approved by the municipality where the work will be performed.

5.5.3 Utility Coordination

1. Existing utility locations shown are generally schematic in nature and may not accurately reflect the size and location of each utility. Existing utilities shown have been based on available record drawings and surface appurtenance field ties only. Some utility lines and surface locations may not be shown. The contractor shall assume responsibility for actual field locations and protection of existing utilities whether shown or not. The contractor shall also assume responsibility for repairs to existing utilities whether shown or not damaged by the contractor's activities. Differences in horizontal or vertical locations of existing utilities shall not be a basis for additional compensation to the contractor.
2. The location of underground facilities indicated on the plans is taken from public records. It is the contractor's sole responsibility to make arrangements with the owners of such underground facilities prior to working in the area to confirm their exact location and to determine whether any additional facilities other than those shown on the plans may be present. The contractor shall preserve and protect all underground facilities. If the existing underground utilities are damaged, the contractor will be responsible for the cost of repairing the utility.
3. Where existing utilities, service lines or irrigation lines are cut, broken or damaged, the contractor shall replace or repair the utilities, service lines or irrigation lines with the same type of original material and construction, or better, unless otherwise shown or noted on the plans, at his own cost and expense. The contractor shall immediately notify the Engineer at once of any conflicts in grades and alignments.
4. At a minimum, the contractor shall contact the following at least 48 hours prior to excavation:
 - TEXAS 811
 - Atmos Gas 972-881-4161
 - TXU Electric Delivery 1-800-711-9112
 - JCSUD (Water – Sanitary Sewer) 817-760-5200

5.5.4 General Notes for Water Improvements

1. All water lines shall be PVC pipe conforming to AWWA standard C-900 SDR-18 minimum with NSF seal, pressure tested, and disinfected in accordance with municipal and/or NCTCOG STD. SPECS unless otherwise noted within the construction plans.
2. All water mains, unless otherwise noted, shall have a minimum cover of 42" below finished grade.
3. All water mains, unless otherwise noted, shall have a minimum of 2 FT separations at all utility crossings.

5.5.5 General Notes for Sanitary Sewer Improvements

1. Sanitary Sewer PVC pipe shall be furnished and installed in accordance with J.C.S.U.D. requirements.
2. After completion of all sanitary sewer testing (I.E., Mandrel and Air) contractor shall perform a television inspection and provide a videotape to J.C.S.U.D. All manholes shall be vacuum tested.
3. One joint of 150-PSI pressure rated pipe shall be installed and centered under all proposed water pipe crossings.
4. Contractor to place a $\frac{3}{4}$ " plywood false bottom in all sanitary sewer manholes before paving contractor begins work.
5. Any connection tie-in to an existing manhole must be cored.
6. All clean-outs are to be provided per municipal requirements.

5.5.6 General Notes for Storm Drain Improvements

1. All storm sewer and culvert pipe and fittings shall be ASTM C76, Class III reinforced concrete pipe (RCP), installed with compressive type joints in accordance with NCTCOG Item 501.6.1.3.1 unless noted otherwise.
2. After completion of all storm sewer installation, the contractor shall ensure that all debris and siltation has been removed.
3. Concrete riprap is required for safety end treatments in public ROW.

4. Use Class H embedment/backfill for storm sewer pipe in accordance with NCTCOG Std. Drawing 3060, except that filter fabric is to be wrapped completely around the crushed stone embedment/backfill material.



**City Council Agenda
June 27, 2024**

Minutes Resolution

Action Item

Agenda Description:

Discuss, consider, and possible action regarding possible appointment to the Animal Control Advisory Board. (Staff Resource: A. Holloway)

Background Information:

In May, the City Council approved an Ordinance creating two alternate positions on the Animal Control Advisory Board.

Two board applications are being presented to fill the new positions.

1. Elizabeth Webb
2. Raymond Wiggins

Financial Information:

NA

City Contact and Recommendations:

Alice Holloway, City Secretary

Attachments:

1. Board Applications



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

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

BOARD / COMMISSION APPLICATION FORM

Full Name: Elizabeth Webb

Address: 600 BRIARWOOD TRL

Phone No.: [REDACTED]

Email: [REDACTED]

Resident of the City, if yes, how many years? 3.5 years

Occupation: Information Technology

Place of Employment: University of Texas at Arlington

Employment Address: 701 S Nedderman Dr, Arlington, TX

Voter Registration No.:

Date of Birth: [REDACTED]

Boards/Commission Chosen:

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

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

Type B EDC

Name: Elizabeth Webb

Date: 05/20/2024



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

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

BOARD / COMMISSION APPLICATION FORM

Full Name: Raymond Glenn Wiggins

Address: 5008 Hunters Wood CT

Phone No. [REDACTED]

Email: [REDACTED]

Resident of the City, if yes, how many years? 19 years

Occupation: Retired: US Army & Lockheed Martin Aeronautics

Place of Employment: Retired

Employment Address: N/A

Voter Registration No.: [REDACTED]

Date of Birth: [REDACTED]

Boards/Commission Chosen:

Planning & Zoning Commission, Library Board, Animal Control Advisory Board

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

Planning & Zoning Commission

Name: Ray Wiggins

Date: 06/17/2024

City of Joshua
Municipal Court Council Report
From 5/1/2024 to 5/31/2024

6/3/2024 8:11

Item 1.

Violations by Type

Traffic	Penal	City Ordinance	Parking	Other	Total
460	2	7	0	2	471

Financial

State Fees	Court Costs	Fines	Tech Fund	Building Security	Total
\$34,895.91	\$13,241.00	\$25,422.33	\$1,497.04	\$1,831.79	\$76,888.07

Warrants

Issued	Served	Closed	Total
0	0	9	9

FTAs/VPTAs

FTAs	VPTAs	Total
0	0	0

Dispositions

Paid	Non-Cash Credit	Dismissed	Driver Safety	Deferred	Total
209	0	48	42	94	393

Trials & Hearings

Jury	Bench	Appeal	Total
0	0	0	0

Omni/Scofflaw/Collection

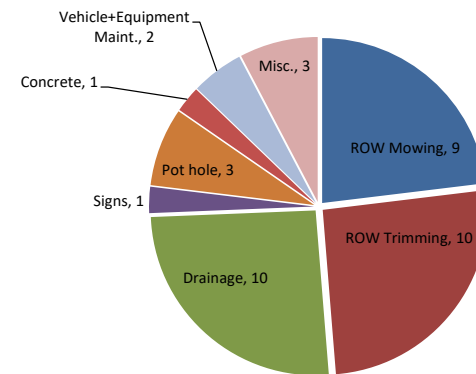
Omni	Scofflaw	Collections	Total
80	0	80	160

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

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

Chart reflects one per daily occurrence

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



Public Works Monthly Team Status Report

For The Month Of May 2024

Completed Items

Date Received	Work Order	Finish Date	Notes
5/1/2024	Gunn Ct	5/3/2024	Trim tree lines back from street
5/2/2024	City Wide	5/31/2024	Repair potholes in city streets
5/6/2024	Gregory St	5/7/2024	Install grass seed and curlex to drainage swales
5/8/2024	City Wide	5/9/2024	Mow city properties
5/9/2024	108 Honeybee Dr	5/9/2024	Repair drainage pipe at curb inlet
5/10/2024	200 Ranch Rd	5/10/2024	Remove tree from street
5/10/2024	City Wide	5/10/2024	Repair/replace traffic signs
5/13/2024	Park Trail Pl	5/13/2024	Scrape road edge to promote positive drainage
5/13/2024	Louise Dr	5/13/2024	Scrape road edge to promote positive drainage
5/14/2024	City Wide	5/14/2024	Treat unwanted vegetation with herbicide
5/14/2024	Avenue F	5/14/2024	Set counter for traffic study
5/15/2024	102 Shorewood Pl	5/15/2024	Repair broken curbs at lead walk
5/16/2024	City Wide	5/31/2024	Clean culverts and headwalls of obstructions
5/17/2024	Country Club Bridge	5/20/2024	Remove trees from creek
5/20/2024	105 Sally St	5/20/2024	Remove tree from street
5/21/2024	18th St and 174	5/21/2024	Scrape road edge to promote positive drainage
5/22/2024	Gunn Ct	5/22/2024	Scrape road edge to promote positive drainage
5/23/2024	City Wide	5/30/2024	Mow drainage easements
5/24/2024	CR 904	5/24/2024	Annual row clean-up sw3p requirement
5/28/2024	City Wide	5/31/2024	Mow row's
5/28/2024	City Wide	5/30/2024	Clean up tree debris from row's

In Progress

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

Assigned But Not Yet Started

Montly Shelter Statistics 2023-2024

	Shelter Statistics				
2023-2024 General Stats	Visitors	Volunteer Hours	Community Service Hours	Phone Calls	Microchips Given
October	315	52	148	419	32
November	232	66	108	427	24
December	217	64	157	371	25
January	192	73	239	431	32
February	198	40	160	399	38
March	177	44	212	231	31
April	215	37	268	481	31
May	153	6.5	128	262	27
June					
July					
August					
September					
Annual Total	1,699	383	1,420	3,021	240
Annual Average	212	48	178	378	30
2022-2023 General Stats					
October	165	0	60	350	15
November	192	0	95	365	23
December	159	2.5	70	467	24
January	168	0	36	436	25
February	150	0	36	498	22
March	212	5.5	86	512	13
April	221	5	105	401	22
May	229	6	166	532	38
June	222	16	90	652	32
July	208	45	212	510	28
August	293	67	118	437	39
September	236	30	78	448	46
Total	2455	177	1152	5608	327
Average	204.5833333	14.75	96	467.3333333	27.25

Calls & Citations

ACO Statistics		Field Cases by Officer				Actions Taken by Officer		
	Calls (PetPoint)	Calls (Field Call Logs)	H. Braymer	A. Timmons	K. Gelsthorpe	Total Cases	Warnings Written	Citations Issued
October	34	34	18	8	8	71	0	38
November	37	37	13	12	12	58	2	5
December	21	21	3	9	9	61	2	19
January	40	40	22	7	11	82	0	7
February	41	41	9	27	6	75	0	10
March	33	33	18	12	3	81	0	0
April	48	48	20	15	13	72	5	11
May		24	14	10	0	24	0	0
June						0		
July						0		
August						0		
September						279		
Annual Total	254		117	100	62			90
Annual Average	36.29		14.63	12.50	7.75			11.25
2022-2023 Prior Year								
October	15		0	0	14	15	4	4
November	10		0	0	7	10	0	0
December	23		0	7	16	23	0	0
January	17		0	0	15	17	1	0
February	20		0	2	18	20	6	0
March	40		0	3	17	40	2	33
April	33		0	9	11	33	0	16
May	13		0	1	12	35	0	4
June	22		0	0	22	22	3	4
July	76		19	1	15	76	1	0
August	41		15	9	17	41	1	3
September	60		22	14	24	350	0	0
Annual Total	370		56	46	188			64
Annual Average	30.83		4.67	3.83	15.67			5.33

Patrol Hours

	H. Braymner	A. Timmons	K. Gelsthorpe
October	3	3	3
November	3	3	3
December	4	4	3
January	2	4	3
February	3	3	2
March	3	3	1
April	0	0	0
May	0	0	0
June			
July			
August			
September			
Annual Total	15	17	12
Annual Average	2.142857143	2.428571429	1.714285714
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	1.5	2.666666667	4

Outcome

	Outcome by Type								
2023-2024 Animal Outcome	Total Outcome	Adoption	Died/DOA	Euthanasia	Return to Owner	Transfer Out	Wildlife	Returned in the Field	Total Outcome by Type
October	57	36	0	4	3	14	0	0	57
November	50	34	0	7	7	1	1	0	50
December	50	34	1	7	6	2	0	0	50
January	52	28	0	7	8	9	0	0	52
February	61	39	0	5	6	7	4	0	61
March	30	18	1	7	13	11	0	0	50
April	55	35	0	10	8	2	0	0	55
May	0	28	4	15	10	5	0	0	62
June	0								0
July	0								0
August	0								0
September	0								0
Annual Total	355	252	6	62	61	51	5	0	
Annual Average	50.71429	31.5	1	8	8	6	1	0	
2022-2023 Animal Outcome									
October	24	15	0	2	5	2	0	0	24
November	32	23	0	0	5	4	0	0	32
December	37	23	0	1	9	4	0	0	37
January	29	24	1	0	2	2	0	0	29
February	32	26	0	1	4	1	0	0	32
March	42	17	0	4	10	11	0	0	42
April	27	16	0	1	6	4	0	0	27
May	60	36	0	3	9	12	0	0	60
June	64	32	1	16	5	10	0	0	64
July	76	27	4	16	12	17	0	0	76
August	59	41	2	10	4	2	0	0	59
September	82	39	0	14	4	25	0	0	82
Annual Total	564	319	8	68	75	94	0	0	
Annual Average	47	26.58333333	1	6	6	8	0	0	

Intake

	Intake by Species															
2023-2024 Animal Intake		Deceased on	Owner	Return	Public	Coalition	ACO/Pickup / Drop	Police Pickup /		Born in Care	Service In (Shelter	Home/Vet		Transfer In		
	Intake Total	Arrival (DOA)	Surrender	(Adoption)	Drop Off (stray)	Partner	Off/Abandoned (stray)	Drop Off (stray)	Seized/Custody	(stray)	Quarantine)	Quarantine	Stray	(rescue/Shelter)	Wildlife	
	October	53	0	1	5	31	0	10	4		14	0	2	0	2	0
	November	48	0	4	2	23	0	17	1	0	1	0	0	0	0	0
	December	28	0	2	4	10	2	3	3	0	3	0	0	0	0	1
	January	58	0	8	1	22	4	20	2	0	1	0	0	0		0
	February	46	0	9	0	20	0	7	5	0	0	0	0	0	0	4
	March	59	0	5	1	19	0	16	4	0	9	0	0	0	5	0
	April	82	0	23	1	56	0	0	0	0	0	0	0	0	1	1
	May	57	0	14	3	20	0	20	0	0	0	0	0	0	0	0
	June	0	0													
	July	0	0													
	August	0	0													
	September	0	0													
	Annual Total	431	0	66	17	201	6	93	19	0	28	0	2	0	8	6
	Annual Average	36	0	8	2	25	1	12	2	0	4	0	0	0	1	1
2022-2023 Year Intake																
October	33	0	11	1	13	0	7	1	0	0	0	0	21	0	0	
November	27	0	6	1	11	0	8	1	0	0	0	0	20	0	0	
December	42	0	5	1	6	0	13	7	0	10	0	0	6	0	0	
January	22	0	1	2	7	0	3	9	0	0	0	0	19	0	0	
February	24	0	7	4	6	0	7	0	0	0	0	0	13	0	0	
March	43	0	1	1	15	0	16	2	0	0	0	0	33	8	0	
April	47	0	6	2	27	0	3	7	0	0	1	0	38	1	0	
May	57	0	1	1	31	0	18	2	0	4	0	0	55	0	0	
June	90	0	7	4	35	0	37	4	0	0	3	0		0	0	
July	63	0	2	0	22	0	30	6	0	0	0	0		0	2	
August	52	0	8	3	22	6	12	0	1	0	0	0		0	0	
September	84	0	23	2	35	0	15	8	0	0	0	0		0	1	
Annual Total	584	0	78	22	230	6	169	47	1	14	4	0	205	9	3	
Annual Average	49	0	7	2	19	1	14	4	0	1	0	0	26	1	0	

Euthanasia

2023-2024 Euthanasia											
Euthanasia Reason											
Month	Age	Aggression	Behavior	Feral	Injured	Medical	Rabies Suspect	Sick	Space	Wildlife	Total
October	0	1	0	0	3	0	0	0	0	0	4
November	0	1	1		0	4	0	1	0	0	7
December	0	1	1	0		3	0	1	0	0	6
January	0	2	0	0	2	3	0	0	0	0	7
February	0	2	0	1	1	1	0	0	0	0	5
March	0	1		4	1	1	0	0	0	0	7
April	0	6	0	0	0	3	0	0	0	1	10
May	0	2	0	0	0	13	0	0	0	0	15
June											0
July											0
August											0
September											0
Annual Total	0	15	2	5	4	28	0	2	0	1	57
Annual Average	0	2	0	1	1	4	0	0	0	0	5
2022-2023 Euthanasia											
October	0	0	1	1	0	0	0	0	0	0	2
November	0	0	0	0	0	0	0	0	0	0	0
December	0	0	0	0	0	0	0	1	0	0	1
January	0	0	0	0	0	0	0	0	0	0	0
February	0	1	0	0	0	0	0	0	0	0	1
March	0	2	0	0	1	0	0	1	0	0	4
April	0	0	0	0	2	0	0	0	0		2
May	0	3	0	0	0	0	0	0	0	0	3
June	0	6	0	2	2	6	0	0	0	0	16
July	0	0	0	0	1	2	0	11	0	2	16
August	0	3	0	1	0	2	0	4	0	0	10
September	0	0	4	1	4	4	0	1	0	0	14
Annual Total	0	15	4	4	10	14	0	18	0	2	67
Annual Average	0	1	0	0	1	1	0	2	0	0	6

Revenue

2023-2024 Revenue																
Revenue Breakdown																
	Total Revenue	Adoptions	Surrenders	Microchips	Reclaim Fees	Quarantine Fees	Rabies Vouchers	Vaccinations/ spay neuter	Impound Fees	Donations/ Other	Permit Applications	Permit Fees	Sterilization Vouchers	Trap Rentals	Trap Service	Refunds
October	\$ 1,400.00	\$ 1,180.00	\$ 45.00	\$ -	\$ 50.00	\$ -	\$ -	\$ -	\$ -	\$ 50.00	\$ -	\$ -	\$ 75.00	\$ -	\$ -	\$ -
November	\$ 1,051.00	\$ 390.00	\$ -	\$ 226.00	\$ -	\$ -	\$ 5.00	\$ 280.00	\$ -	\$ -	\$ -	\$ -	\$ 150.00	\$ -	\$ -	\$ -
December	\$ 1,848.00	\$ 290.00	\$ -	\$ 270.00	\$ -	\$ -	\$ -	\$ 335.00	\$ -	\$ 688.00	\$ -	\$ -	\$ 265.00	\$ -	\$ -	\$ -
January	\$ 1,255.00	\$ 315.00	\$ 90.00	\$ 290.00	\$ -	\$ -	\$ 10.00	\$ 320.00	\$ -	\$ 130.00	\$ -	\$ -	\$ 100.00	\$ -	\$ -	\$ -
February	\$ 2,401.00	\$ 975.00	\$ 25.00	\$ 455.00	\$ 10.00	\$ -	\$ -	\$ 500.00	\$ -	\$ 201.00	\$ -	\$ -	\$ 235.00	\$ -	\$ -	\$ -
March	\$ 2,086.00	\$ 455.00	\$ -	\$ 155.00	\$ 200.00	\$ -	\$ -	\$ 220.00	\$ -	\$ 906.00	\$ -	\$ -	\$ 150.00	\$ -	\$ -	\$ -
April	\$ 3,662.84	\$ 1,125.00	\$ 165.00	\$ 440.00	\$ 325.00	\$ -	\$ -	\$ 600.00	\$ -	\$ 417.84	\$ -	\$ -	\$ 550.00	\$ 40.00	\$ -	\$ -
May	\$ 2,419.00	\$ 590.00	\$ -	\$ 405.00	\$ 125.00	\$ -	\$ -	\$ 545.00	\$ -	\$ 424.00	\$ -	\$ -	\$ 330.00	\$ -	\$ -	\$ -
June	\$ -															
July	\$ -															
August	\$ -															
September	\$ -															
Annual Total	\$ 16,122.84	\$ 5,320.00	\$ 325.00	\$ 2,241.00	\$ 710.00	\$ -	\$ 15.00	\$ 2,800.00	\$ -	\$2,816.84	\$ -	\$ -	\$ 1,855.00	\$ 40.00	\$ -	\$ -
Annual Average	\$ 1,343.57	\$ 665.00	\$ 40.63	\$ 280.13	\$ 88.75	\$ -	\$ 1.88	\$ 350.00	\$ -	\$ 352.11	\$ -	\$ -	\$ 231.88	\$ 5.00	\$ -	\$ -
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	\$ -	\$ -

Filter statement

Filters Alarm Date Range 5/1/24 to 5/31/24 | Is Active true | Is Locked true

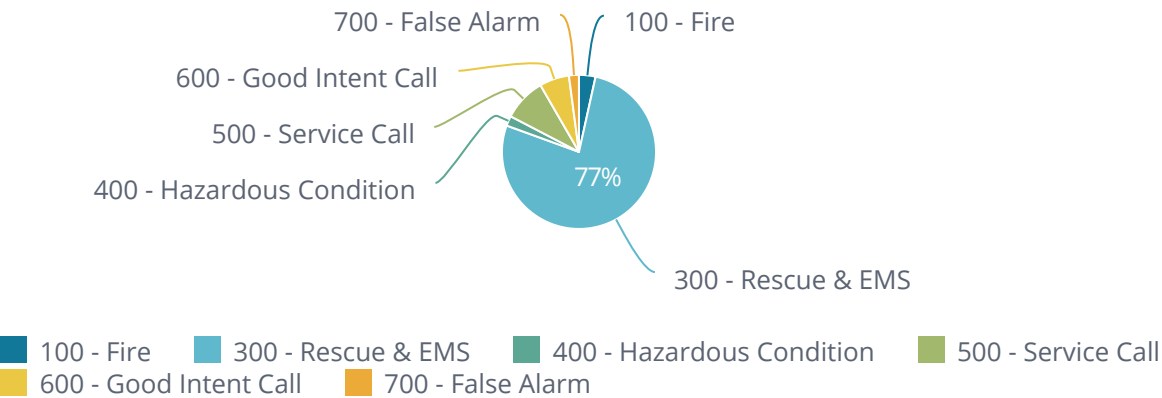
JFD Monthly Incident Report

City Incidents	County Incidents	Total Incidents for May	Auto Aid Received	Mutual Aid Received
107	37	144	0	4
YTD City Incidents	YTD County Incidents	YTD Total	AA Received YTD	MA Received YTD
548	110	658	1	12
City Response Time: 5m:22s			County Response Time: 8m:20s	

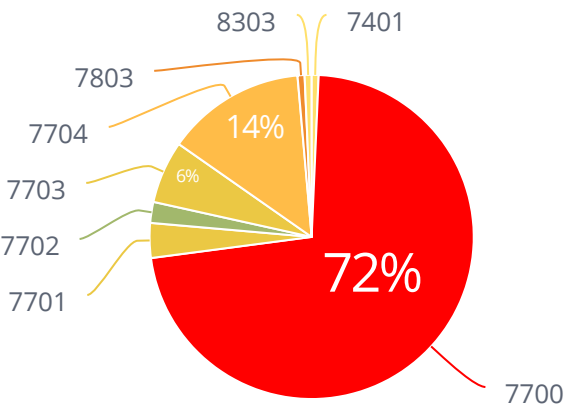
Filter statement

Filters **Alarm Date Range** 5/1/24 to 5/31/24 | **Is Active** true | **Is Locked** true

Percent of Incident Responses by Incident Type



City (Red) vs. County



Filter statement

Filters

Alarm Date Range5/1/24 to 5/31/24 | Is Active true | Is Locked true

City Incidents		County Incidents	
Incident Type	Incident Totals	Incident Type	Incident Total
Assist invalid	7	Assist invalid	2
Building fire	1	Assist police or other governmental agency	1
Cooking fire, confined to container	1	Dispatched & canceled en route	1
Detector activation, no fire - unintentional	1	EMS call, excluding vehicle accident with injury	25
Dispatched & canceled en route	8	False alarm or false call, other	2
EMS call, excluding vehicle accident with injury	71	Grass fire	1
Electrical wiring/equipment problem, other	1	Medical assist, assist EMS crew	1
Emergency medical service incident, other	1	Motor vehicle accident with injuries	2
Fire, other	1	Motor vehicle accident with no injuries.	1
Fires in structure other than in a building	1	Swift water rescue	1
Gas leak (natural gas or LPG)	1	Incident Total	37
Lock-in (if lock out , use 511)	1		
Lock-out	1		
Medical assist, assist EMS crew	2		
Motor vehicle accident with injuries	2		
Motor vehicle accident with no injuries.	4		
Power line down	1		
Public service assistance, other	2		
Incident Totals	107		

On Another Call

1

Building Inspection Report

MAY	2024	2023	YTD 2024	YTD 2023
Building	61	41	374	275
Electrical	28	33	210	187
Plumbing	30	64	228	250
Mechanical	18	17	103	86
Re-Inspections	13	21	73	124
Certificate of Occupancy	0	0	5	4
Certificate of Occupancy Re-Inspection	0	0	3	6
Total # of Inspections	150	176	996	932
Plan Review	20	14	101	58

Building Permit Report

MAY	2024	2023	YTD 2024	YTD 2023
Building	25	17	176	98
Electrical	14	13	88	56
Plumbing	17	8	100	48
Mechanical	4	2	63	30
Permanent Sign	0	0	3	4
Temporary Sign	0	0	5	14
Certificate of Occupancy	0	0	8	6
Swimming Pool	1	1	2	1
Irrigation System	2	1	34	25
Solicitor	0	0	0	0
Contractor Registration	23	30	112	131
MHP Registration	0	0	0	3
Total # of Permits	86	72	591	416

New Businesses Report MAY 2024

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:
The James Event Center	1524 S Broadway
Four Seasons Cleaners	210 N. Broadway

Case Report

6/13/

Item 5.

Case Number	Violation Description	Case Status	Reported Date	Opened Date	Closed Date	Location	Violator Name	Reported By
24-00227	HIGH GRASS AND WEEDS	Closed	5/1/2024	5/1/2024	5/13/2024	829 RANCHETTE	Cynthia Hall	Akala Murray
24-00228	HIGH GRASS AND WEEDS	Closed	5/1/2024	5/13/2024	5/23/2024	1200 CR 905A	Moises Diaz	Akala Murray
24-00229	HIGH GRASS AND WEEDS	Closed	5/1/2024	5/1/2024	5/13/2024	721 RIDGEWAY Road	Larry Holt	Akala Murray
24-00230	HIGH GRASS AND WEEDS	Closed	5/2/2024	5/2/2024	5/9/2024	317 N MAIN Street	Occupant - 317 N Main	Akala Murray
24-00231	Obstruction of Sidewalks or Public Ways	Closed	5/3/2024	5/3/2024	5/13/2024	603 COUNTRY CLUB	Dian Brooks	Akala Murray
24-00232	HIGH GRASS AND WEEDS	Closed	5/3/2024	5/3/2024	5/13/2024	102 COBB Drive	John Saunders	Akala Murray
24-00233	HIGH GRASS AND WEEDS	Closed	5/3/2024	5/3/2024	5/13/2024	104 COBB	Justin Dalby	Akala Murray
24-00234	HIGH GRASS AND WEEDS	Closed	5/3/2024	5/3/2024	5/13/2024	203 COBB	Paul Palmer	Akala Murray
24-00235	HIGH GRASS AND WEEDS	Closed	5/3/2024	5/3/2024	5/13/2024	412 BALDWIN	Richard Faulks	Akala Murray
24-00236	HIGH GRASS AND WEEDS	Closed	5/3/2024	5/16/2024	5/23/2024	410 BALDWIN Drive	Robert Finn	Akala Murray
24-00237	HIGH GRASS AND WEEDS	Closed	5/3/2024	5/3/2024	5/13/2024	510 EDGEHILL Road	Orien Knight	Akala Murray
24-00238	HIGH GRASS AND WEEDS	Closed	5/3/2024	5/3/2024	5/13/2024	203 LAKEAIRE	Charles Roy	Akala Murray
24-00239	HIGH GRASS AND WEEDS	Closed	5/3/2024	5/3/2024	5/13/2024	205 LAKEAIRE	Donald Vincent	Akala Murray
24-00240	HIGH GRASS AND WEEDS	Closed	5/3/2024	5/3/2024	5/13/2024	1320 W BUFFALO Trail	Benjamin Micklin	Akala Murray
24-00241	Sign Violations	Closed	5/3/2024	5/3/2024	5/3/2024	1050 FORREST		Akala Murray
24-00242	Sign Violations	Closed	5/3/2024	5/3/2024	5/3/2024	501 N. BROADWAY Street		Akala Murray
24-00243	Sign Violations	Closed	5/3/2024	5/3/2024	5/3/2024	124 TRAILWOOD Drive		Akala Murray
24-00244	Overgrown Vegetation and Weeds	Closed	5/8/2024	5/22/2024	6/11/2024	328 Ranch Road		Akala Murray
24-00245	Accessory Building/Carport Violation	Opened	5/8/2024	5/22/2024		208 RANCH Road		Akala Murray
24-00246	Junk/Inoperable Motor Vehicle	Closed	5/8/2024	5/22/2024	6/3/2024	208 RANCH Road		Akala Murray
24-00247	Unapproved Parking Surface	Closed	5/8/2024	5/13/2024	5/13/2024	103 PARK TRAIL Place	Christopher Carver	Akala Murray
24-00248	Unapproved Parking Surface	Closed	5/8/2024	5/8/2024	5/13/2024	501 EDGEHILL Road	Cecilia Reyes Gonzalez	Akala Murray
24-00249	No Conditional Use Permit	Closed	5/8/2024	5/8/2024	5/14/2024	1001 JOSHUA STATION Boulevard		Akala Murray
24-00250	No Conditional Use Permit	Closed	5/8/2024	5/8/2024	5/14/2024	106 CONVEYOR Drive		Akala Murray
24-00251	No Conditional Use Permit	Closed	5/8/2024	5/8/2024	5/21/2024	1001 JOSHUA STATION Boulevard		Akala Murray
24-00252	No Conditional Use Permit	Closed	5/8/2024	5/8/2024	5/14/2024	106 CONVEYOR Drive		Akala Murray
24-00253	No Conditional Use Permit	Opened	5/8/2024	5/8/2024		1001 JOSHUA STATION Boulevard		Akala Murray
24-00254	No Conditional Use Permit	Closed	5/8/2024	5/8/2024	6/12/2024	1001 JOSHUA STATION Boulevard		Akala Murray
24-00255	Sign Violations	Closed	5/8/2024	5/8/2024	5/8/2024	200 SANTA FE Street		Akala Murray
24-00256	Sign Violations	Closed	5/8/2024	5/8/2024	5/8/2024	500 SANTA FE Street		Akala Murray
24-00257	Sign Violations	Closed	5/8/2024	5/8/2024	5/8/2024	500 SANTA FE Street		Akala Murray
24-00258	Sign Violations	Closed	5/8/2024	5/8/2024	5/8/2024	200 SANTA FE Street	Bloomfield	Akala Murray
24-00259	Sign Violations	Closed	5/8/2024	5/8/2024	5/8/2024	101 N. BROADWAY Street	Bloomfield	Akala Murray
24-00260	Sign Violations	Closed	5/8/2024	5/8/2024	5/8/2024	701 CADDOR RD	Bloomfield	Akala Murray
24-00261	HIGH GRASS AND WEEDS	Closed	5/9/2024	5/9/2024	5/20/2024	603 DAKOTA Drive		Akala Murray
24-00262	HIGH GRASS AND WEEDS	Closed	5/9/2024	5/9/2024	5/20/2024	609 DAKOTA Drive	Kraig Williams	Akala Murray
24-00263	HIGH GRASS AND WEEDS	Closed	5/9/2024	5/9/2024	5/20/2024	310 BENTLEY		Akala Murray
24-00264	HIGH GRASS AND WEEDS	Closed	5/9/2024	5/9/2024	5/20/2024	308 Bentley Dr	George Cervantes	Akala Murray
24-00265	HIGH GRASS AND WEEDS	Closed	5/9/2024	5/9/2024	5/20/2024	304 BENTLEY	Marion Baird	Akala Murray
24-00266	HIGH GRASS AND WEEDS	Closed	5/9/2024	5/9/2024	5/20/2024	305 BENTLEY		Akala Murray
24-00267	HIGH GRASS AND WEEDS	Closed	5/9/2024	5/9/2024	5/20/2024	203 BENTLEY Drive	Brian and Britney Rookaird	Akala Murray
24-00268	HIGH GRASS AND WEEDS	Closed	5/9/2024	5/9/2024	5/20/2024	200 BENTLEY	Nils Olsen	Akala Murray
24-00269	HIGH GRASS AND WEEDS	Closed	5/9/2024	5/9/2024	5/20/2024	112 BENTLEY	Charles and Amanda Heath	Akala Murray
24-00270	HIGH GRASS AND WEEDS	Closed	5/9/2024	5/9/2024	5/20/2024	109 BENTLEY	Robert Biggs	Akala Murray
24-00271	Sign Violations	Closed	5/10/2024	5/10/2024	5/10/2024	307 COBB		Akala Murray
24-00272	Sign Violations	Closed	5/10/2024	5/10/2024	5/10/2024	401 N. BROADWAY Street		Akala Murray
24-00273	Sign Violations	Closed	5/10/2024	5/10/2024	5/10/2024	150 CADDOR RD		Akala Murray
24-00274	Sign Violations	Closed	5/10/2024	5/10/2024	5/10/2024	100 W. indian hills rd. Road		Akala Murray

24-00275	Sign Violations	Closed	5/10/2024	5/10/2024	5/10/2024	500 SANTA FE Street		Akala Murray
24-00276	No Sign Permit	Closed	5/10/2024	5/10/2024	5/20/2024	401 N. BROADWAY Street	Lucky Mart	Akala Murray
24-00277	HIGH GRASS AND WEEDS	Closed	5/10/2024	5/10/2024	5/21/2024	238 LITTLEBROOK Road		Akala Murray
24-00278	HIGH GRASS AND WEEDS	Closed	5/13/2024	5/13/2024	5/21/2024	113 N. MAIN Street	Miko s	Akala Murray
24-00279	Unapproved Parking Surface	Closed	5/14/2024	5/14/2024	6/10/2024	106 Santa Fe St	Jerome Norris	Akala Murray
24-00280	Sign Violations	Closed	5/14/2024	5/14/2024	5/14/2024	1200 CR 905A		Akala Murray
24-00281	HIGH GRASS AND WEEDS	Closed	5/14/2024	5/14/2024	5/23/2024	619 N. MAIN Street		Akala Murray
24-00282	HIGH GRASS AND WEEDS	Closed	5/15/2024	5/15/2024	5/29/2024	711 HENDERSON Street	Banner / Bryon Bohon	Akala Murray
24-00283	HIGH GRASS AND WEEDS	Closed	5/15/2024	5/15/2024	5/28/2024	107 CEDAR CREST Drive	Occupant 107 Cedar Crest	Akala Murray
24-00284	HIGH GRASS AND WEEDS	Closed	5/15/2024	5/15/2024	5/23/2024	109 CEDAR CREST Street	Occupant 109 Cedar Crest	Akala Murray
24-00285	HIGH GRASS AND WEEDS	Closed	5/15/2024	5/15/2024	5/24/2024	501 S. Broadway Street	Harshad Patel	Akala Murray
24-00286	HIGH GRASS AND WEEDS	Closed	5/15/2024	5/30/2024	6/13/2024	501 S. Broadway Street		Akala Murray
24-00287	HIGH GRASS AND WEEDS	Opened	5/15/2024	5/30/2024		501 S. Broadway Street		Akala Murray
24-00288	Outside Storage	Closed	5/15/2024	5/15/2024	5/23/2024	602 N. MAIN Street	Hanh Nguyen	Akala Murray
24-00289	HIGH GRASS AND WEEDS	Closed	5/15/2024	5/15/2024	5/23/2024	1201 S. Broadway Street		Akala Murray
24-00290	HIGH GRASS AND WEEDS	Closed	5/16/2024	5/16/2024	5/20/2024	540 N. Main	Terry Taylor	Akala Murray
24-00291	HIGH GRASS AND WEEDS	Closed	5/16/2024	5/16/2024	5/28/2024	938 N. MAIN Street	Christopher Fimbres	Akala Murray
24-00292	HIGH GRASS AND WEEDS	Closed	5/16/2024	5/16/2024	5/28/2024	400 BALDWIN	Daniel Wynn	Akala Murray
24-00293	HIGH GRASS AND WEEDS	Closed	5/16/2024	5/16/2024	5/28/2024	200 E. 14th Street	Valerie Leeming	Akala Murray
24-00294	HIGH GRASS AND WEEDS	Closed	5/16/2024	5/16/2024	5/28/2024	100 E. 14th Street	Amy Rawlings	Akala Murray
24-00295	HIGH GRASS AND WEEDS	Closed	5/16/2024	5/16/2024	5/30/2024	213 EDDY	Jessica Frazier	Akala Murray
24-00296	HIGH GRASS AND WEEDS	Closed	5/16/2024	5/16/2024	5/28/2024	225 EDDY Avenue	Joseph Oca	Akala Murray
24-00297	HIGH GRASS AND WEEDS	Closed	5/16/2024	5/16/2024	5/28/2024	319 EDDY	Jason Morrison	Akala Murray
24-00298	HIGH GRASS AND WEEDS	Closed	5/16/2024	5/16/2024	5/30/2024	327 EDDY Avenue	Cassandra Radavich	Akala Murray
24-00299	HIGH GRASS AND WEEDS	Closed	5/16/2024	5/16/2024	5/28/2024	803 RANCHETTE	Kimberly Bird	Akala Murray
24-00300	HIGH GRASS AND WEEDS	Closed	5/16/2024	5/16/2024	5/28/2024	805 RANCHETTE	LLC MHP	Akala Murray
24-00301	HIGH GRASS AND WEEDS	Closed	5/16/2024	5/16/2024	5/28/2024	811 RANCHETTE	LLC MHP	Akala Murray
24-00302	HIGH GRASS AND WEEDS	Closed	5/16/2024	5/16/2024	5/28/2024	903 TAYLOR	Saul Muniz	Akala Murray
24-00303	HIGH GRASS AND WEEDS	Closed	5/16/2024	5/16/2024	5/28/2024	916 TAYLOR	Georgina Rios	Akala Murray
24-00304	HIGH GRASS AND WEEDS	Closed	5/16/2024	5/16/2024	5/28/2024	926 TAYLOR	Donna Wonch	Akala Murray
24-00305	HIGH GRASS AND WEEDS	Closed	5/16/2024	5/16/2024	5/30/2024	928 TAYLOR	Jan Kavanagh	Akala Murray
24-00306	HIGH GRASS AND WEEDS	Closed	5/16/2024	5/16/2024	5/28/2024	932 TAYLOR	Donna Queen	Akala Murray
24-00307	HIGH GRASS AND WEEDS	Closed	5/16/2024	5/16/2024	5/28/2024	1016 JOSHUA RYAN Drive	William Carter	Akala Murray
24-00308	HIGH GRASS AND WEEDS	Closed	5/16/2024	5/16/2024	5/28/2024	1018 JOSHUA RYAN Drive	Linda Lee	Akala Murray
24-00309	HIGH GRASS AND WEEDS	Closed	5/16/2024	5/16/2024	5/28/2024	1020 JOSHUA RYAN Drive	Michelle Tallman	Akala Murray
24-00310	HIGH GRASS AND WEEDS	Closed	5/16/2024	5/16/2024	5/28/2024	1022 JOSHUA RYAN Drive	Lisa Wilks	Akala Murray
24-00311	HIGH GRASS AND WEEDS	Closed	5/16/2024	5/16/2024	5/28/2024	1030 JOSHUA RYAN Drive	Rudy Rusk	Akala Murray
24-00312	Sign Violations	Closed	5/16/2024	5/16/2024	5/16/2024	102 MOUNTAIN VALLEY Boulevard		Akala Murray
24-00313	No Sign Permit	Closed	5/16/2024	5/16/2024	5/29/2024	204 S. BROADWAY Street	Ram Taxidermy	Akala Murray
24-00314	Unapproved Parking Surface	Closed	5/16/2024	5/16/2024	5/28/2024	505 SANTA FE Street	Martha Reyes	Akala Murray
24-00315	No Sign Permit	Closed	5/16/2024	5/16/2024	5/28/2024	318 N. BROADWAY Street	Inc Burleson Tire Automotive	Akala Murray
24-00316	HIGH GRASS AND WEEDS	Closed	5/17/2024	5/17/2024	5/28/2024	507 EDGEHILL Road	Wesley Franks	Akala Murray
24-00317	HIGH GRASS AND WEEDS	Closed	5/20/2024	5/20/2024	5/23/2024	540 N. Main		Akala Murray
24-00318	HIGH GRASS AND WEEDS	Closed	5/21/2024	6/3/2024	6/13/2024	106 VEATCH Street	Daniel Rocha	Akala Murray
24-00319	HIGH GRASS AND WEEDS	Closed	5/21/2024	5/21/2024	5/30/2024	107 E. 10th Street	Weldon Wadsworth	Akala Murray
24-00320	HIGH GRASS AND WEEDS	Closed	5/21/2024	5/21/2024	6/3/2024	106 E. 10th Street	Deborah Cochran	Akala Murray
24-00321	Unapproved Parking Surface	Closed	5/21/2024	5/21/2024	6/3/2024	707 LINDA	Donna Taylor	Akala Murray
24-00322	Unapproved Parking Surface	Closed	5/21/2024	5/21/2024	6/3/2024	300 CATHERINE	Kevin Barnes	Akala Murray
24-00323	HIGH GRASS AND WEEDS	Closed	5/21/2024	5/21/2024	5/30/2024	204 BENTLEY	Chanda Calhoun	Akala Murray

24-00324	HIGH GRASS AND WEEDS	Closed	5/21/2024	5/21/2024	5/30/2024	302 BENTLEY	Rodrigo Garcia	Akala Murray
24-00325	HIGH GRASS AND WEEDS	Closed	5/21/2024	5/21/2024	5/24/2024	703 EDDY Avenue	Jennifer Thomas	Akala Murray
24-00326	Sign Violations	Closed	5/22/2024	5/22/2024	5/22/2024	1446 N. MAIN Street		Akala Murray
24-00328	Junk and Debris (Nuisance)	Closed	5/22/2024	5/22/2024	6/3/2024	208 RANCH Road		Akala Murray
24-00329	No Sign Permit	Closed	5/29/2024	6/10/2024	6/11/2024	204 S. BROADWAY Street	Prime	Akala Murray
24-00330	No Sign Permit	Closed	5/29/2024	6/10/2024	6/11/2024	436 N. BROADWAY Street	Prime	Akala Murray
24-00331	HIGH GRASS AND WEEDS	Closed	5/30/2024	5/30/2024	6/11/2024	5917 CR 1023	Lyndsay Peden	Akala Murray
24-00332	HIGH GRASS AND WEEDS	Closed	5/30/2024	5/30/2024	6/10/2024	304 BENTLEY	Marion Baird	Akala Murray
24-00333	Unapproved Parking Surface	Closed	5/30/2024	5/30/2024	6/10/2024	343 EDDY	Jacob Trigo	Akala Murray
24-00334	Junk and Debris (Nuisance)	Opened	5/30/2024	6/11/2024		1008 Legacy Oaks Drive		Akala Murray

City Secretary's Office
May 2024 Monthly Report

Item 6.

AGENDA PROCESSING

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

Animal Advisory Board	0 Agenda Packet
Heritage Preservation Committee	0 Agenda Packet
Planning & Zoning Commission	0 Agenda Packet
Tax Increment Financing Board	0 Agenda Packet
Type A EDC	1 Agenda Packet
Type B EDC	1 Agenda Packet
City Council	2 Agenda Packet

MINUTES

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

Meetings Attended	Minutes prepared	Minutes Approved
4 meetings	4 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.

Resolutions	Ordinances
Total- 0	Total- 3

CONTRACTS AND AGREEMENTS PROCESSED:

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

Agreements/Contracts

1 new agreement

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 6.

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

The city of Joshua currently relies on Johnson County for renting the required election equipment. Recently, the City Secretary has been informed that the county will cease renting out their equipment, prompting the city to explore alternative solutions. In response, the City Secretary has obtained quotes for purchasing election equipment and intends to include the necessary funds in the proposed budget. This proactive step ensures that the city can conduct future elections smoothly and independently, despite the change in rental availability from the county.

RECORDS

The City Secretary's office is entrusted with maintaining the official records of the city, which encompass ordinances, resolutions, contracts, deeds, easements, and various other legal documents. Additionally, the office oversees the city's records management program, ensuring compliance across all departments. Currently, the City Secretary is actively involved in digitizing documents and integrating them into Laserfiche, a digital document management system. Looking ahead, the City Secretary aims to establish a destruction schedule for outdated records, with the goal of scheduling a destruction date in July 2024. This initiative is part of the office's commitment to efficient records management and maintaining organizational clarity and compliance.

SPECIAL EVENT APPLICATIONS PROCESSED

1. NA

FEDERAL AND STATE REPORTS

The City Secretary's Office is responsible for filing monthly and annual reports on behalf of the City. The following reports were filed.

- Monthly Census
- 1295 Taco Bell
- 380 Agreement

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's social media page and the city website.

NEWSLETTER

A weekly E-Newletter is sent out every Friday unless it is a short week.

ADDITIONAL MEETINGS/TRAINING/INFORMATION

Texas Municipal Clerks Association Small Town Conference

Texas Municipal Clerks -Legislative Updates that Affect our Cities for City Secretary's

PUBLIC INFORMATION REQUEST -Total 39

Alfaro-Police Records	LexisNexis-Police Records (10)	Warren-Police Records
Bartholomew-Permitting Records	LexisNexis-Police Records (2)	
Beck-Police Records	LexisNexis-Police Records (3)	
Brandle- Police Records	LexisNexis-Police Records (4)	
Briggs-HR Records	LexisNexis-Police Records (5)	
Brown-Police Records	LexisNexis-Police Records (6)	
Carr-Police Records	LexisNexis-Police Records (7)	
Christen-AG Determination	LexisNexis-Police Records (8)	
Clark-Police Records	LexisNexis-Police Records (9)	
Darst-Police Records	London-Police Records	
Degrade-Police Records	Mineer-Permitting Records	
DeVaney-Police Records	Morehead-Fire Records	
Elmore-Police Records	Parrott-Permitting Records	
Foster-Police Records	Pierce-Police Records_001	
Garcia-Police Records	Riddell-Permitting Records	
Green-Police Records	Rugas-Permitting Records	
Guevara-Police Records	Sargent-Permitting Records	
Jimenez-Police Records	Sellens-Police Records	
LexisNexis-Police Records	Torres-Contract Records	

Seminar / Training Dates

- The City Board Training Date is tentatively set for October 05, 2024.
- North Texas Municipal Clerks Association Athenian Dialogue- June 21st.
- Texas Municipal Clerks Association Advanced Institute - October 30 through November 1st

Additional Information

- YMCA Board Meeting - June 25th
- TMCA Presentation to the City of Pflugerville - July 9th
- Texas Municipal Clerks Association Board Meeting-July 19th