



AGENDA

TYPE B ECONOMIC DEVELOPMENT CORPORATION & PARKS BOARD

COUNCIL CHAMBERS

FEBRUARY 09, 2026

4:00 PM

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

A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

B. CITIZENS FORUM

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

C. REGULAR AGENDA

1. Review and discuss questions related to the budget report for December 2025. (Staff Resource: M. Freelen)
2. Discuss, consider, and possible action on approving the January 12, 2026, meeting minutes. (Staff Resource: A. Holloway)
3. Discuss, consider, and possible action on a Resolution expressing support for the FM 917 Railroad Grade Separation Project. (Staff Resource: M. Peacock)
4. Discuss, consider, and possible action on approving an updated Field Use Agreement between the Joshua Youth Sports Association (JYSA) and the City of Joshua for the use of City park baseball fields and related facilities. (Staff Resource: S. Gill)
5. Discuss, consider, and possible action on advertising in the 2026 Joshua Community Guide. (Staff Resource: N. Fussner)
6. Discussion and update on the Parks Department Monthly Report. (Staff Resource: S. Gill)
7. Discussion and update on the EDC Directors' Monthly Report. (Staff Resource: N. Fussner)

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

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

E. ADJOURN

Type B Economic Development Corporation & Parks Board

February 09, 2026

Page 1 of 2

The Type B Economic Development Corporation 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 Directors 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. In addition, 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 817/556-0603.

CERTIFICATE:

I hereby certify that the above agenda was posted on February 02, 2026, by 5:00 p.m. on the official bulletin board at Joshua City Hall, 101 S. Main, Joshua, Texas.

Alice Holloway, TRMC, MMC
City Secretary



Item 1.

**Type B Economic
Development Corporation
& Parks Board Agenda
February 9, 2026**

Regular Agenda Item

Agenda Description:

Review and discuss questions related to the budget report for December 2025. (Staff Resource: M. Freelen)

Background Information:

Financial Information:

City Contact and Recommendations:

Marcie Freelen, Finance Director

Attachments:

1. Budget Report for December 2025



City of Joshua, TX

Item 1.
Budget Report
Account Summary
For Fiscal: 2025-2026 Period Ending: 12/31/2025

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance (Favorable (Unfavorable)	Percent Used
Fund: 300 - 4B Economic Development							
Revenue							
Dept: 81 - Sales taxes							
300-81-401000	Sales Tax	700,000.00	700,000.00	64,442.64	215,612.05	-484,387.95	30.80 %
	Dept: 81 - Sales taxes Total:	700,000.00	700,000.00	64,442.64	215,612.05	-484,387.95	30.80%
Dept: 86 - Fines and fees							
300-86-410600	Park Pavilion Rental Fees	500.00	500.00	20.00	440.00	-60.00	88.00 %
300-86-410670	Field Use Fees	13,000.00	13,000.00	0.00	600.00	-12,400.00	4.62 %
	Dept: 86 - Fines and fees Total:	13,500.00	13,500.00	20.00	1,040.00	-12,460.00	7.70%
Dept: 87 - Grants and contributions							
300-87-420650	Park Donation	0.00	0.00	250.00	250.00	250.00	0.00 %
	Dept: 87 - Grants and contributions Total:	0.00	0.00	250.00	250.00	250.00	0.00%
Dept: 88 - Investment earnings							
300-88-460000	Interest Income	40,000.00	40,000.00	4,350.35	13,307.75	-26,692.25	33.27 %
	Dept: 88 - Investment earnings Total:	40,000.00	40,000.00	4,350.35	13,307.75	-26,692.25	33.27%
Dept: 89 - Miscellaneous							
300-89-490100	Miscellaneous Revenue	500.00	500.00	0.00	0.00	-500.00	0.00 %
	Dept: 89 - Miscellaneous Total:	500.00	500.00	0.00	0.00	-500.00	0.00%
	Revenue Total:	754,000.00	754,000.00	69,062.99	230,209.80	-523,790.20	30.53%
	Fund: 300 - 4B Economic Development Total:	754,000.00	754,000.00	69,062.99	230,209.80	-523,790.20	30.53%
	Report Total:	754,000.00	754,000.00	69,062.99	230,209.80	-523,790.20	30.53%



City of Joshua, TX

Item 1.
Budget Report
Account Summary
For Fiscal: 2025-2026 Period Ending: 12/31/2025

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance (Favorable (Unfavorable)	Percent Used
Fund: 300 - 4B Economic Development							
Expense							
Dept: 42 - Parks & Recreation							
300-42-500110	Salaries	176,192.00	176,192.00	14,532.90	32,941.55	143,250.45	18.70 %
300-42-500111	Overtime	10,000.00	10,000.00	1,183.00	3,929.26	6,070.74	39.29 %
300-42-500112	Worker's Comp	3,013.00	3,013.00	0.00	663.00	2,350.00	22.00 %
300-42-500117	Longevity Pay	500.00	500.00	0.00	372.00	128.00	74.40 %
300-42-500120	Payroll Taxes	2,967.00	2,967.00	253.04	562.85	2,404.15	18.97 %
300-42-500130	Benefits	28,678.00	40,034.00	1,897.98	5,639.77	34,394.23	14.09 %
300-42-500140	TMRS	11,911.00	20,142.00	929.84	2,283.88	17,858.12	11.34 %
300-42-500150	Training & Travel	2,855.00	2,855.00	0.00	487.96	2,367.04	17.09 %
300-42-500160	Dues & Subscriptions	680.00	680.00	0.00	0.00	680.00	0.00 %
300-42-500213	Uniforms	3,348.00	3,348.00	448.63	448.63	2,899.37	13.40 %
300-42-500220	Office Supplies	500.00	500.00	59.45	59.45	440.55	11.89 %
300-42-500230	Chemicals	8,515.00	8,515.00	0.00	0.00	8,515.00	0.00 %
300-42-500261	Equipment Rental	4,966.00	4,966.00	0.00	0.00	4,966.00	0.00 %
300-42-500262	Equipment	22,575.00	22,575.00	17,789.10	23,022.10	-447.10	101.98 %
300-42-500270	Park Supplies & Materials	13,545.00	13,545.00	840.81	1,368.89	12,176.11	10.11 %
300-42-500275	Field Supplies & Materials	10,590.00	10,590.00	77.42	929.93	9,660.07	8.78 %
300-42-500293	Personal Protective Equip	1,780.00	1,780.00	0.00	0.00	1,780.00	0.00 %
300-42-500310	Fuel, Oil & Service	7,049.92	7,049.92	316.64	418.43	6,631.49	5.94 %
300-42-500311	Vehicle R & M	4,776.86	4,776.86	262.07	793.71	3,983.15	16.62 %
300-42-500320	Equipment R & M	5,648.00	5,648.00	59.93	272.20	5,375.80	4.82 %
300-42-500330	Building R & M	3,493.80	3,493.80	0.00	1,978.71	1,515.09	56.63 %
300-42-500331	Minor Tools	5,945.00	5,945.00	279.95	279.95	5,665.05	4.71 %
300-42-500335	Dept Building R & M	1,000.00	1,000.00	0.00	175.91	824.09	17.59 %
300-42-500340	Irrigation R & M	8,545.00	8,545.00	0.00	1,140.40	7,404.60	13.35 %
300-42-500404	Contract Services	3,858.60	3,858.60	123.61	316.92	3,541.68	8.21 %
300-42-500410	Software Maintenance	2,427.72	2,427.72	77.98	281.94	2,145.78	11.61 %
300-42-500605	Lease Payments	29,616.36	29,616.36	1,696.33	5,088.99	24,527.37	17.18 %
300-42-500710	Dept Utilities	9,725.52	9,725.52	926.98	1,286.64	8,438.88	13.23 %
300-42-500715	Park Utilities	32,879.40	32,879.40	2,296.34	5,517.18	27,362.22	16.78 %
300-42-500750	Mobile Technology	1,421.16	1,421.16	115.45	233.88	1,187.28	16.46 %
300-42-500800	Events	7,000.00	7,000.00	4,299.05	12,025.89	-5,025.89	171.80 %
300-42-500840	380 Agreement Expenses	10,800.00	10,800.00	745.71	2,383.97	8,416.03	22.07 %
300-42-500876	Supplies	5,459.00	5,459.00	597.70	639.60	4,819.40	11.72 %
300-42-500930	Advertising	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
300-42-500955	Administrative	240.00	240.00	0.00	0.00	240.00	0.00 %
300-42-560000	Capital Outlay	139,904.00	139,904.00	0.00	90,003.09	49,900.91	64.33 %
Dept: 42 - Parks & Recreation Total:		584,905.34	604,492.34	49,809.91	195,546.68	408,945.66	32.35%
Dept: 97 - Transfers out							
300-97-597600	Transfer To Debt Service	316,692.00	316,692.00	0.00	0.00	316,692.00	0.00 %
Dept: 97 - Transfers out Total:		316,692.00	316,692.00	0.00	0.00	316,692.00	0.00%
Expense Total:		901,597.34	921,184.34	49,809.91	195,546.68	725,637.66	21.23%
Fund: 300 - 4B Economic Development Total:		901,597.34	921,184.34	49,809.91	195,546.68	725,637.66	21.23%
Report Total:		901,597.34	921,184.34	49,809.91	195,546.68	725,637.66	21.23%



MINUTES

TYPE B ECONOMIC DEVELOPMENT CORPORATION & PARKS BOARD COUNCIL CHAMBERS JANUARY 12, 2026 4:00 PM

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

A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

Director Rumfield announced a quorum and called the meeting to order at 4:00pm.

B. CITIZENS FORUM

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

NA

C. REGULAR AGENDA

1. Discuss, consider, and possible action on approval of the December 08, 2025, meeting minutes. (Staff Resource: A. Holloway)

Motion made by Director Place 3 Frazier to approve as presented. Seconded by Director Place 1 Filley. Voting Yea: Director Place 1 Filley, Director Place 2 Rumfield, Director Place 3 Frazier, Director Place 5 Busse, Director Place 6 Sorter, Director Place 7 Nicks, Director Alt. 1 Rayburn

2. Review and discuss questions related to the budget report for November 2025. (Staff Resource: M. Peacock)

Asst. City Manager Maldonado presented the budget report for November 2025.

3. Discuss, consider, and possible action to recommend City Council approval of an Ordinance amending the Code of Ordinances related to Parks and Recreation fees, fishing regulations for City-sponsored events, and park pavilion and park use fees. (Staff Resource: S. Gill)

Motion made by Director Place 2 Rumfield to approve. Seconded by Director Place 6 Sorter.

Voting Yea: Director Place 1 Filley, Director Place 2 Rumfield, Director Place 3 Frazier, Director Place 5 Busse, Director Place 6 Sorter, Director Place 7 Nicks, Director Alt. 1 Rayburn

4. Discussion on an updated Field Use Agreement between the City of Joshua and the Joshua Youth Sports Association (JYSA). (Staff Resource: S. Gill)

Asst. City Manager Maldonado recommended that this item be tabled so that the City Attorney can review the agreement.

Item 2.

No action taken.

5. Discussion on the Parks Department Monthly Report. (Staff Resource: S. Gill)

The Parks Manager presented the monthly report. He stated that the annual trout event went great.

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

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

Fundraiser

E. ADJOURN

Director Rumsfield adjourned the meeting at 4:23 pm.

Approved: February 12, 2026

Dustin Dees, President

ATTEST:

Alice Holloway, City Secretary



Item 4.

Type B Agenda
2/9/2026

(Minutes Resolution/Resolution/Ordinance)	Action Item
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Agenda Description:

Discuss, consider, and possible action for implementing an updated field use agreement between JYSA and City of Joshua for the use of Joshua City park baseball fields and facilities

Background Information:

the 2026 field use agreement clarifies terms of use the previous agreement did not outline or define clearly. The document has been completely reformat and updated with clear definitions and language. This will help avoid misundestanding and possible conflicts.

Financial Information:

City Contact and Recommendations:

Steven Gill .

Staff recomends aproving the implemtation of a new Field use agreement between JYSA and the City of Joshua.

Attachments:

Updated 2026 Field use agreement

Previous 2025 Field use agreement

CITY OF JOSHUA, TEXAS
PARKS AND RECREATION DEPARTMENT
ANNUAL FACILITY USE AGREEMENT – 2026

This Annual Facility Use Agreement (the “**Agreement**”) is entered into on the 1st day of January, 2026, by and between the City of Joshua, a Texas home rule municipality (the “**City**”) and the Joshua Youth Sports Association, Inc., a Texas non-profit corporation (“**JYSA**” or the “**Association**”) regarding the Association’s provision of youth sports activities in the City’s parks system.

WHEREAS, the Association provides a form of recreation for the City through provision of a youth sports league which benefits the members of the public within the City and serves the public interest;

WHEREAS, the City, to benefit the public interest, desires to assist in providing such form of recreation to its residents through provision of recreational facilities for youth sports activities;

WHEREAS, the City desires to enter into an agreement with Association for provision of youth sports activities in the City’s parks system through permitting use of the Facilities, as further defined herein;

NOW, THEREFORE, for and in consideration of the mutual promises recited herein, the City and the Association agree as follows:

ARTICLE 1
DEFINITIONS

1.01 The term “**Blast Ball**” shall mean a JYSA-administered introductory baseball program. Blast Ball is not a separate season and may not be Expanded, Repeated, or extended without written approval.

1.02 The terms “**All-Stars**” and “**All-Star Programs**” shall mean a post-season representative program consisting of teams and players selected from registered JYSA participants for advancement, exhibition, or representative play beyond regular season competition.

1.03 The terms “**Expand**” or “**Repeat**” shall mean any increase or continuation of an activity beyond what was originally disclosed and approved, including adding dates, weeks, teams, players, or restarting an activity after it concludes. Expansion or repetition without written approval constitutes Unauthorized Use.

1.04 The term “**Field Use**” shall mean any organized, scheduled, supervised, advertised, or Association-related activity occurring on City athletic fields or Facilities, including practices, games, scrimmages, clinics, camps, or events.

1.05 The terms “**Hosting**” and “**Hosted Event**” shall mean any situation in which JYSA schedules, sponsors, facilitates, advertises, provides access to, or allows use of City facilities for teams, players, or organizations that are not registered JYSA teams or players, regardless of label.

1.06 The terms “**Interlock**” and “**Interlocking League Play**” shall mean league competition in which JYSA is a recognized participating league competing against other leagues under a shared governing framework.

1.07 The term “**Litter**” shall mean any trash, debris, or waste generated by Association activities, including but not limited to food waste, wrappers, bottles, peanut shells, sunflower seed shells, or similar materials, regardless of whether sold or provided by JYSA.

1.08 The term “**Off-Season**” shall mean any date outside the defined spring season or fall season listed on “**Exhibit A.**”

1.09 The terms “**Proxy Hosting**” and “**Proxy Use**” shall mean the strictly prohibited use of City facilities by an outside organization, individual, team, or league through JYSA acting as a sponsor, intermediary, facilitator, or nominal organizer.

1.10 The term “**Reclassification**” shall mean any attempt to rename, relabel, or restructure an activity to avoid fees, restrictions, disclosure requirements, or approval requirements (e.g., calling a tournament a scrimmage or practice).

1.11 The term “**Scrimmage**” shall mean a single, non-bracketed game between one (1) registered JYSA team and one (1) approved guest team, conducted on a single day, with no standings, awards, or gate fees. Anything beyond this definition is a Tournament.

1.12 The terms “**Sponsor**” and “**Sponsorship**” shall mean any individual, business, or entity providing financial support, goods, services, or consideration to JYSA in exchange for recognition, advertising, signage, or acknowledgment.

1.13 The term “**Tournament**” shall mean any multi-team bracketed or structured competitive play, regardless of label or format. For the JYSA tournament rate to apply, at least fifty percent (50%) of participating teams AND fifty percent (50%) of participating players must be members of the JYSA interlocking league.

1.14 The term “**Unauthorized Use**” shall mean any Field Use that occurs outside an approved season or reservation, exceeds approved scope or duration, lacks required written approval or disclosure, involves Hosting, Proxy Hosting, or Reclassification or otherwise violates this Agreement.

1.15 The term “**Written Approval**” shall mean approval documented in writing and communicated via official JYSA group text or email. Verbal approvals, informal conversations, silence, or assumptions are not valid.

1.16 The term “**Written Disclosure**” shall mean submission of required schedules, dates, participants, or scope of use in writing via official JYSA group text or email. Failure to disclose constitutes Unauthorized Use.

ARTICLE II GENERAL TERMS

2.01 Term. This Agreement shall be in effect for a period of one (1) year for calendar year 2026, beginning **January 1, 2026**, and ending **December 31, 2026**. The City will permit Association use of the Facility or Facilities as listed on the season schedule (attached hereto as “**Exhibit A**”) for the purpose of organizing and implementing athletic leagues for games to be played on the City owned facilities. Permission under this Agreement for use of the facilities is only granted in accordance with the season schedule. Execution of this Agreement does not grant year-round or continuous access to City facilities.

2.02 Season Schedule. The schedule of Facilities use, dates and times are designated in “**Exhibit A.**” Both parties will review the requested Facilities schedule at least fourteen (14) days before each individual season begins. The schedule shall be subject to change at the discretion of the City. Outside of the Spring and Fall Seasons, all Facilities are closed to the Association by default. This prohibition includes practices, games, scrimmages, clinics, camps, training sessions, or any other organized activity.

ARTICLE III USE OF FACILITY

3.01 Grant of Use. The City grants the Association, and the Association accepts the priority use of the softball/baseball athletic fields and associated parking at Joshua City Park in Joshua, Texas (“the **Facility**” or “**Facilities**”) according to the terms of this Agreement. The Association agrees to utilize the Facilities to provide youth sports activities, scheduled practice, league games, and tournaments as further defined herein.

3.02 Keys and Access Control. The City may issue key(s) to the Association for and during the use of the Facilities. The keys may not be reproduced or duplicated by the Association. The Association agrees to return all keys to the City within five (5) business days after the conclusion of the term of this Agreement unless mutually agreed upon otherwise by the parties. Upon failure to return any of said keys issued by the City to the Association, the Association agrees to reimburse City for all costs associated with making new key(s) and installing new lock(s). The Association shall only allow the following individuals to possess keys, and such right to possess keys may be revoked at the City’s sole discretion: Association President, Baseball Director, Softball Director, and Concession Manager. Any other key access other than that named above shall require Written Approval via official JYSA group text or email.

3.03 Scope of Use. The permitted uses of the Facilities by the Association shall be as set forth in this Agreement and must include any and all affiliated associations or individuals that will be using the Facilities pursuant to this Agreement. Use of the Facilities must comply with the dates, times, games, practices and other purposes expressly set forth in this Agreement. Use of the Facilities is granted only for the spring and fall seasons and limited accommodations for All-Star Programs. Execution of this Agreement does not grant year-round or continuous access to the Facilities. Permitted uses shall include:

- (a) Recreational baseball and softball shall be authorized only during the spring and fall seasons and when operated solely as JYSA programs.
- (b) Blast Ball shall be authorized only during the spring and fall seasons and shall be considered part of normal seasonal play and subject to all requirements of this Agreement.
- (c) All-Star Programs shall be authorized only as a limited accommodation and are not considered a season. All-Star activities may not extend a season or function as tournaments and may not be expanded or repeated without prior written approval. All-Star activities may not host outside organizations. All-Star Field Use shall require Written Disclosure via official JYSA group text or email, which shall include the activity start and end dates, team(s), participant rosters, requested fields, and activity schedule. Such disclosure must be submitted at least fourteen (14) calendar days in advance of any activity taking place at the facility.

3.04 Limitations on Field Use. Field Use is limited strictly to registered JYSA teams and players and legitimate Interlock League Play involving JYSA. Proxy Hosting or Proxy Use is prohibited. The Association shall not assign, share, facilitate, sponsor, or otherwise allow use of City fields or facilities by any outside team, league, organization, or individual under the Association's name, scheduling authority, insurance, or reservation, regardless of how the activity is labeled.

3.05 Single Scrimmage Exception. Single scrimmages consisting of one (1) JYSA team vs. one (1) guest team in a single day that are non-bracketed and pre-approved in writing will be permitted. Any activity exceeding the scope of this exception shall be considered a Tournament.

3.06 Off Season. Any off-season use of the Facilities shall require advance reservation and approval through a written request and formal Written Approval via official JYSA group text or email and payment of all applicable fees required herein.

3.07 Association responsibilities. The Association agrees that it will be solely responsible for the following items:

- (a) The Association is responsible for all trash and Litter generated by its activities, including peanut shells and sunflower seed shells, regardless of whether sold at concessions. All trash and Litter must be removed no later than 12:00 noon the day following an event. Trash shall not be swept, blown, or pushed onto turf or grass. Bags shall be removed from trash cans and placed in on-site dumpsters.
- (b) Restrooms shall be cleaned after each event. The inside and outside of the concession building shall be kept clean and organized.
- (c) All training aids, bases, plugs, and equipment must be removed immediately after use and stored in designated City-approved storage areas. No equipment may be left on turf or grass.

- (d) Infield dirt shall be always raked away from grass and turf edges. Raking toward grass or turf is prohibited.
- (e) Before all games, Association shall chalk the foul lines, properly set up all bases, including cleaning base sleeves and placement of bases, and otherwise prepare the fields for safe play.
- (f) Remove all portable pitcher's mounds to designated storage when not in use. Association shall ensure portable pitcher's mounds are never left on turf or grass.
- (g) Outside the spring and fall seasons, remove all inventory and supplies from the concession building, empty all refrigerators, and turn off and leave all icemakers cleaned and drained. Concession buildings shall not be used for storage.
- (h) All sponsor signage, gate fees, or extended light use shall require prior written City approval.

3.08 City responsibilities. The City agrees that it will be responsible for providing the following items during the term of this Agreement:

- (a) Maintenance of the grounds and permanent improvements/fixtures including fields, backstops, fences, buildings, fixed lighting, parking lots, and roadways. The City will provide routine maintenance as staffing, weather, and conditions allow. Maintenance is not guaranteed. In order to adequately maintain and protect the facilities, the City may close fields when conditions require closure. Such conditions may include, without limitation, changes in weather, field conditions, maintenance, safety, City use, or emergencies. Closures do not guarantee make-up dates and do not relieve Association of the responsibilities described in this Agreement.
- (b) Payment for utilities and aforementioned maintenance.

ARTICLE IV. **ADMINISTRATIVE REQUIREMENTS**

4.01 Association Deliverables. The Association agrees to provide no later than fourteen (14) days prior to the first scheduled event, and updated as necessary:

- (a) Current bylaws.
- (b) Names and contact information for all board members.
- (c) Game and practice schedules (changes must be disclosed as they occur).
- (d) Team rosters and player count.
- (e) Payment of player fees outlined in Section 4.02.

Failure to provide required documentation and fees may result in suspension of field privileges. In addition, the Association and the City shall meet both pre-season and post-season to coordinate and/or address any outstanding or administrative issues relating to the season and discuss or

resolve any concerns that may arise or have arisen in the performance of the terms of this Agreement.

4.02 Fees. In accordance with Section 4.01 above, Association shall provide the following participation fees to the City. All fees are governed by the City of Joshua Fee Schedule:

- (a) \$20 per player, per sport, per season.
- (b) \$80 per field, per day (tournament or special use).
- (c) \$20 per hour for light use (tournament or special use).
- (d) \$25 per trash can per occurrence if City empties.
- (e) \$75 per hour for loose litter cleanup if City performs.

Applicable fees shall be determined by the nature of the activity, not by how the activity is labeled. Failure to provide correct fee payment pursuant to the terms of this Agreement, including, without limitation, any Reclassification not according to the adopted City fee schedule, or Proxy Hosting, constitutes a breach of this Agreement.

4.03 Repairs, Damages to Facilities, Clean-up. The Association agrees to be solely responsible for any and all costs of repairs for damages related to and arising out of the Association's use of the Facilities during the term of this Agreement. If City staff performs cleanup or corrective work due to Association non-compliance with the terms of this Agreement, applicable service fees may be assessed. The Association shall remit payment within thirty (30) days of the completion of the required repair(s) or work.

4.04 Safety Procedures and Park Rules. The Association, including its players, attendees, league officials, employees and volunteers are required to abide by generally recognized standards of safety, regulations and procedures for the nature of the permitted use of the Facilities, including, without limitation, abiding by all City of Joshua park rules and ordinances, including any posted rules at the Facilities. All vehicles shall park only in designated parking areas. Smoking is prohibited pursuant to City Ordinances.

ARTICLE V. INSURANCE REQUIREMENTS

5.01 During the term of this Agreement, the Association shall procure and maintain, at its sole cost and expense, a Commercial General Liability insurance policy for injuries to persons or damages to property that may arise from or in connection with the use of the Facility and the activities associated with the use of the Facility by the Association, its agents, representatives, participants, attendees, employees, and volunteers. The Association's insurance coverage shall be primary insurance with respect to the City, its officials, agents, employees, and volunteers. The Association's insurance coverage shall be primary insurance with respect to the City, its officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, agents, employees or volunteers shall be considered in excess of the Association's insurance and shall not contribute to it.

5.02 The City's insurance requirements are as set forth below. A certificate of insurance evidencing all policies and required endorsements issued on the most current State of Texas

Department of Insurance approved form, shall be furnished to the City at the time of execution of this Agreement and attached hereto as “**Exhibit B**” and approved by the City before any use of the Facility commences. Updated certificates of insurance shall also be provided by Association to the City at the start of each season. The City shall not issue or re-issue a Facility Permit if updated certificates of insurance are not on file with the City. Unless an exception applies, during the term of this Agreement, Association’s insurance policies shall meet the requirements of this Article:

5.03 Types. Association shall have the following types of insurance:

- (a) Commercial General Liability
- (b) Business Automobile Liability if the Association owns any vehicles
- (c) Workers’ Compensation if the Association has any employees

5.04 General Requirements Applicable to All Policies. The following general requirements applicable to all policies shall apply:

- (a) Only licensed Insurance Carriers authorized to do business in the State of Texas will be accepted.
- (b) Deductibles shall be listed on the Certificate of Insurance.
- (c) “Claims Made” policies are not accepted.
- (d) Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits of liability except after thirty (30) days prior written notice has been given to the City of Joshua.

5.05 Commercial General Liability. The following Commercial General Liability requirements shall apply:

- (a) Commercial General Liability insurance shall be written by a carrier rated “A: VIII” or better in accordance with the current A. M. Best Key Rating Guide.
- (b) Limits of liability no less than \$500,000.00 per occurrence for bodily injury and property damage with an annual aggregate limit of \$1,000,000.
- (c) No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for the City’s review and acceptance.
- (d) The coverage shall not exclude the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein), Personal & Advertising Liability, and Hired and Non-owned Autos.

5.06 Business Automobile Liability. The following Business Automobile Liability requirements shall apply;

- (a) Business Automobile Liability insurance shall be written by a carrier rated “A: VIII” or better in accordance with the current A. M. Best Key Rating Guide.
- (b) Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- (c) The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos. If the Association does not own any vehicles titled in the Association’s name, coverage for hired and non-owned vehicles under the Commercial General Liability policy will be acceptable.

5.07 Certificates of Insurance. The policies set forth above shall contain an endorsement listing the City, its officials, agents, employees and volunteers as Additional Insureds and further providing that the Association's policies are primary to any self-insurance or insurance policies procured by the City. Waiver of subrogation shall be provided in favor of the City on all policies obtained by the Association in compliance with the terms of this Agreement. Association shall be responsible for all deductibles which may exist on any policies obtained in compliance with the terms of this Agreement. All Certificates of Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance-approved forms, to the City's Representative at the time of execution of this Agreement, attached hereto as "**Exhibit B**," and approved by the City before use begins.

ARTICLE VI. CRIMINAL BACKGROUND CHECKS

6.01 Association shall conduct criminal background checks on all persons acting as head coaches, assistant coaches, board members, and any other person acting in an official capacity with any organization involved in the Association's youth activities. These checks shall be conducted before the beginning of the season for which the individual is first involved and shall be valid for no more than one (1) calendar year. The Association shall employ a reputable company licensed by the State of Texas to conduct such checks unless these checks are conducted by the Association's state or national sanctioning body. Should an individual be disqualified as a result of the check, based upon generally-recognized standards for the protection of youth, the Association shall prohibit that individual from serving in any official capacity with the Association's activities. Association shall provide to the City, upon request, a listing of all individuals who have undergone a criminal background check, and shall be responsible for securing needed waivers from all individuals undergoing a background check which includes the disclosure of information to the City.

ARTICLE VII. INDEMNIFICATION

7.01 THE ASSOCIATION SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE FACILITY BY THE ASSOCIATION. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, OR LIABILITY ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY INDEMNIFIED HEREUNDER, THE ASSOCIATION, OR ANY THIRD PARTY. IT IS THE INTENT OF THE PARTIES THAT THIS PROVISION SHALL EXTEND TO, AND INCLUDE, ANY AND ALL CLAIMS, CAUSES OF ACTION OR LIABILITY CAUSED BY THE

CONCURRENT, JOINT AND/OR CONTRIBUTORY NEGLIGENCE OF THE CITY, AN ALLEGED BREACH OF AN EXPRESS OR IMPLIED WARRANTY BY THE CITY OR WHICH ARISES OUT OF ANY THEORY OF STRICT OR PRODUCTS LIABILITY. THERE SHALL BE NO ADDITIONAL INDEMNIFICATION OTHER THAN SET FORTH IN THIS SECTION. ALL OTHER PROVISIONS REGARDING THE SAME SUBJECT MATTER SHALL BE DECLARED VOID AND OF NO EFFECT.

ARTICLE VIII. RELEASE

8.01 THE ASSOCIATION HEREBY RELEASES, RELINQUISHES AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY OR ALLEGED TO BE CAUSED BY, ARISING OUT OF, OR IN CONNECTION WITH THE ASSOCIATION'S USE OF THE FACILITY WHETHER OR NOT SAID CLAIMS, DEMANDS, OR CAUSES OF ACTION ARE COVERED IN WHOLE OR IN PART BY INSURANCE. THERE SHALL BE NO ADDITIONAL RELEASE OTHER THAN SET FORTH IN THIS SECTION. ALL OTHER PROVISIONS REGARDING THE SAME SUBJECT MATTER SHALL BE DECLARED VOID AND OF NO EFFECT.

ARTICLE IX. FINANCIAL RECORDS

9.01 Records. Association shall employ financial management systems that reasonably safeguard its financial resources and ensure that public facilities are not being used to generate profits for individuals or groups. Financial records should be developed and maintained in a way that is accessible and understandable to program participants.

9.02 Right of Inspection. The City shall have the right, as a term of this Agreement, to review and inspect all financial records relating to the operation of the Association and its activities and operations that take place on City facilities. Such records should be maintained in accordance with generally acceptable accounting principles and be submitted to the City within ten (10) days of request.

ARTICLE X. TERMINATION

10.01 This Agreement may be terminated upon the happening of any of the following events:

- (a) A breach by Association of any of the terms or conditions of this Agreement and Association does not cure or make documented reasonable effort to cure in a form acceptable to the City, such failure continuing thirty (30) days after written notice thereof

to Association.

- (b) By either party, with or without cause, upon 60 days' written notice to the other party.
- (c) City may elect to immediately terminate this Agreement and suspend all use of the Facilities for Unauthorized Use, prohibited Hosting, Proxy Hosting or Proxy Use, facility misuse, field damage, and key misuse.

ARTICLE XI. MISCELLANEOUS TERMS

11.01 Assignment. This Agreement and the rights and obligations contained herein may not be assigned or sublet by the Association without the prior written approval of the City.

11.02 Compliance with Applicable Law(s). Association agrees it shall comply with all state and federal laws, municipal ordinances, regulations and codes during the term of this Agreement.

11.03 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

11.04 Entire Agreement. This Agreement contains the entire agreement between the parties. There are no other written or oral agreements, contracts, or understandings between the parties. All prior agreements, drafts, policies, and past practices are hereby superseded and void. This Agreement may only be amended by written instrument approved and executed by both parties.

11.05 Improvements, Alterations, etc. Temporary or permanent alteration of the Facilities is strictly prohibited unless authorized in writing in advance by the City.

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

11.07 Severability. If any provision of this Agreement be held to be void or unenforceable under the laws of any place governing its construction or enforcement, this Agreement shall not be void, but shall be construed to be in force with the same effect as though such provision were omitted.

11.08 Venue. This Agreement has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Johnson County, Texas.

11.09 Waiver. No waiver or deferral by either party of any term or condition of this Agreement shall be deemed or construed to be a waiver or deferral of any other term or condition or to be a subsequent waiver or deferral of the same term or condition.

[Remainder of Page Left Blank – Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be signed effective as of the date first above written.

CITY OF JOSHUA, TEXAS,
a Texas Home Rule Municipality

By: _____
Mike Peacock, City Manager

Date Signed: _____

**JOSHUA YOUTH SPORTS ASSOCIATION
INC.,**
a Texas Non-Profit Corporation

By: _____
Name: _____
Title: _____

Date Signed: _____

EXHIBIT A

DEFINED SEASONS:

A. Spring Season

February 1 through May 31

B. Fall Season

August 1 through November 30

C. Off-Season Use

FACILITY USE SCHEDULE:

EXHIBIT B

Certificate of Insurance



Facility Use Agreement for Joshua Youth Sports Association
City of Joshua
Parks and Recreation Department

This Facility Use Agreement (“Agreement”) is made and entered this 1st day of February 2025, between the City of Joshua (“City”) and the Joshua Youth Sports Association (“Association”). The City reserves the right to amend this document as necessary with the consent of the Association.

For the use of public athletic facilities maintained by the City, the Association agrees to adhere to the City’s standards and guidelines. Failure to comply may result in restricted access or termination of this Agreement.

For and in consideration of the mutual undertakings herein set out, the parties agree as follows:

The Association utilizes public athletic facilities that are provided and maintained by, and at the cost of, the City. In return for the use of those facilities, the Association hereby agrees to abide by the following standards, requirements, and guidelines set by the City for all recreational youth sports. Failure to abide by these standards and guidelines could result in restriction of facility use and/or the cancellation of the Agreement.

At all times, the Joshua Parks and Recreation Department is responsible for administering City and Joshua Parks Department policies regarding all City-owned or leased parks and athletic facilities. The Joshua Parks and Recreation Department will take appropriate action regarding misuse of the facilities and/or misconduct by participants. In the event of any disagreement between the parties regarding the terms or conditions of this Agreement that cannot be mutually agreed upon by the parties, the parties agree to submit such agreement to nonbinding mediation. Each party shall bear its own costs of such mediation.

Section 1: Terms of the Agreement

Spring season runs February-May, and Fall season runs August-November. Practice and games may begin no earlier than one month before the first scheduled game. Additional field use may be permitted with mutual consent.

Section 2: Field Allocation

Fields and concessions are City property and are available for public benefit. The City retains the right to use fields for other events and adjust assignments as needed.

Section 3: Facility Use Requirements and Rogue Play

The Association shall not assign this lease, nor shall it sublease or rent out any property of the City without prior written consent of the City in the form of a permit. This provision includes any practices, camps, scrimmages, tryouts and/or tournaments. Teams, whether recreational or select, must be registered as a member of the Association to receive game and practice privileges. Teams not registered with the Association should not be given practice or game privileges as this would be considered subletting the fields. Any other activities not described above may be presented to the Parks Manager for consideration.

The City reserves the right to utilize the facility(s) when league games are not scheduled. If the facility(s) is abandoned, the agreement is terminated. All final decisions concerning scheduling will be made by the City.

Due to the necessity of inter-league play to complete some leagues, the Association shall ensure that Association representatives are present during interlocking league games. The City reserves the right to require all schedules and rosters for non-Joshua residents and interlocking teams.

The City will have the final say on field playability, in its sole discretion. In certain situations, an Association representative will be called, and a joint decision will be made on site. Please see Section 4: Field Closure Procedures.

Driving a vehicle inside the athletic facilities and beyond designated roadways and parking lots is prohibited unless Association representatives are loading or unloading supplies.

During these situations:

1. Vehicles must remain on paved areas while in the facility.
2. Vehicles must immediately return to designated parking areas when finished.
3. Association activities such as practices and games may not be taking place.

The Association shall not perform any construction, maintenance, repair, or alteration to the facility

(unless permitted or required by this Agreement), without the prior written consent of the City. All capital and/or permanent improvements made to the facility shall become the property of the City.

Association board members, commissioners, volunteers, and staff are expected to enforce the City of Joshua's policy regarding playing on fields without a permit. If rogue play is seen, the violators should be asked to leave and told they are not able to use the fields without a permit. If violators refuse to leave, please call non-emergency police dispatch at (817)556-6060.

The Association will adhere to all City and Joshua Parks and Recreation Department ordinances and policies.

The Association shall not engage in any business at the facility(s) or do anything in connection therewith which shall be in violation of any existing State or Federal law or municipal ordinances or use the same in such manner as to constitute a nuisance.

Section 4: Field Closure Procedure

Joshua Parks staff will decide field status by 3:00 pm and inform Association representatives via text. Disputes should be directed to the Parks Manager (682)317-2614.

After 3:00 pm and on weekends, the Association will monitor conditions, notify participants, and inform Parks staff of decisions. It is the responsibility of the Association to notify its participants.

Section 5: Concession Stands and Vendors

The Association may operate concession stands under the following guidelines:

1. If permanent City concession stands are available on the premises, they will be available to the Association during the season.
2. The Association is only permitted to run a concession stand if it has a current signed Agreement in place with the City.
3. The City shall be responsible for:
 - a. Off-season winterizing of plumbing fixtures and cutting off all water and electricity inside the concession stand following the end of the fall season, or when freezing temperatures are prevalent.
 - b. Installation, maintenance, and service of telephones and alarm systems, if applicable.
 - c. Maintenance and repairs to the electrical and plumbing inside the building.
 - d. Maintenance and repairs to the outside of the building.
 - e. Adequate trash receptacles shall be furnished by the City.

4. The Association shall be responsible for:

- a. Policing the area of all trash, garbage, paper, boxes, cartons, cans, containers, litter, etc., generated during scheduled games or events. The association will be responsible for placing any litter generated during games or events in the on-site dumpster.
- b. Cleaning the concession stand and restrooms at the end of each day's use. Ensure the equipment is properly turned off and all doors are locked at the end of each day's use.
- c. Inside the building to include fixtures, appliances, general cleanliness, and all equipment necessary for storage, preparation and serving food using appropriate food handling practices.
- d. Security of the building by setting alarm systems, if applicable.
- e. A contents of the building and securing insurance for all contents owned by the Association.
- f. Leaving only essential appliances stored during the season's non-use times. Only refrigerators and freezers (not air conditioners) may always be left on. Ice machines shall be unplugged, and water lines unhooked during the off-season.

Trash not properly removed within twenty-four (24) hours incurs a \$25/receptacle fee and \$75/hour for cleanup. Non-compliance with concession and litter collection may result in forfeiture of concession privileges by the Association.

Section 6: League Management

The Association shall submit or have available online:

- 1. Full game schedules one (1) week prior to the first league game.
- 2. A copy of their most recent bylaws.
- 3. Names, position title, best contact phone number and email address of all officers and board members within two (2) weeks after election or appointment.
- 4. The Association shall collect a \$24.00 maintenance fee per player per season. Any team including "Select Teams" that are not a part of the Association may not use the fields unless a separate agreement with the City has been established. The maintenance fee must be paid to the City on or before the last day of the month prior to the first game of the season being played by the Association. The Association shall warrant to the City a list of the number of players, along with the player names participating in each activity and the number of players for which they have been admitted to the program or accepted a fee from for play.
- 5. In Addition, for tournament play, the Association shall pay to the City a fee of \$100.00 per team for any team that participates in tournaments scheduled at the Joshua City Park Facility. The City shall have the right to verify such reports by audit or examination of team rosters or other documents indicating the number of players participating in the Association activities.
- 6. Before practices or games can begin, the Association must have mandatory background checks completed on all board members, coaches, and referees/officials. All background

checks will be submitted or otherwise made available to the City prior to any scheduled events. Background checks must be completed annually.

To ensure fiscal control, the Association will:

1. Keep all financial records in accordance with IRS regulation for 501(c)(3).
2. Submit documentation that verifies valid nonprofit or 501(c)(3) status. If an Association loses their nonprofit status from the IRS or the State of Texas, the City must be immediately notified in writing. The Association must get reinstated no later than one (1) month prior to the start of the upcoming season, or the Agreement will be terminated.
3. If the Association's accounting practices are found to be fraudulent or mismanaged, the City reserves the right to suspend or cancel the Agreement.
4. The Association's budget and financial documentation may be requested at any time and will be sent to the Parks and Recreation department within three (3) business days of the request.
5. To ensure the City is a good steward with publicly funded fields, an independent financial audit may be conducted once per year of the Association's financial records.

End of Season Information (ESI) sheets will be sent to the Association at the completion of each agreement. ESI sheets are to be completed by the Association and returned to the Parks and Recreation Department within one (1) month of receiving the ESI. Once ESI sheets have been received by the Parks and Recreation Office, end of season invoices will be sent to the Association.

A new agreement cannot be signed until the previous season is paid for and the Association is in good standing with the City.

The following requires written permission from the Joshua Parks and Recreation Department:

- Ability to charge a gate fee for entry into a City owned facility.
- Extend the light use within a City owned facility outside the hours of 5:00 a.m. to 11:00 p.m.

Section 7: Association Meetings

The Joshua Youth Sports Association is an approved Youth Sports Association with a Facility Use Agreement in place with the City. The Joshua Youth Sports Association and City staff will meet quarterly at a location to be announced by the City. At least one representative from the Association must be present at each scheduled meeting.

Section 8: Indemnification

The Association shall indemnify and hold harmless the City of Joshua, its agents, contractors, volunteers, officials and employees, and any umpire or official from all claims for bodily injury, illness, death, personal injury, and property damage arising out of the activities of the Association and its members in exercising its rights under this contract. The Association shall provide the City with a copy of its policy, naming the City as additionally insured at least one (1) week before practice begins.

The Association shall be required to carry commercial general liability insurance with bodily injury limits of not less than \$1,000,000 for each occurrence, and not less than \$1,000,000 in the aggregate, and with property damage limits of not less than \$250,000 for each occurrence, and not less than \$500,000 in the aggregate. It is also recommended that the Association purchase an accident policy with \$5,000 coverage to assist participants with minor medical bills.

During the performance of the Agreement, the Association shall maintain the above insurance with an insurance company licensed to do business in the State of Texas and must have an AM Best rating of at least A:VII. Proof of insurance is required annually or when significant amendments occur to the existing insurance policy.

Section 9: Default

A default of this Agreement shall result in the termination of this Agreement. Any termination of this Agreement will be made with a 30-day notice of the right to cure within ten days of the receipt of said notice provided. However, if default endangers the safety of the public or any member thereof, or endangers the facility, notice shall be that which is practical under the circumstances and the cure time shall be as demanded. The following shall constitute defaults under this Agreement:

1. The failure of the Association to make any monetary payment required hereunder.
2. The violation by the Association of any rules of the facility or the terms of this agreement.
3. The intentional destruction of any property.
4. Interference with the rights of other persons by the Association or its members and the failure to cure same.
5. Default of the Association under any other agreement between the Association and Type B Park Board and or the City.

Section 10: Risk of loss

The risk of loss to any property of the Association or injury to any member, invitee, or guest of the Association shall be borne by the Association.

The Association assumes all the risk of playability and availability of the facilities. Any rain damage, wet fields, natural disasters or other stoppages of play or use of the facility and the risk thereof shall be borne by the Association.

Section 11: Sponsor Signs

Associations with a current Agreement on file with the City of Joshua will be permitted to post sponsor signs on allocated fields with the following guidelines: City Ordinance {6.06.001-3.06.016}

1. City will review proposed sign content and have final approval prior to the production of the sign.
2. Sign content must reflect only individuals, groups, or businesses that are donating funds or other means of direct sponsorship support to the Association.
3. Signs must adhere to all City codes, including article 3.06 of the Code of Ordinances

4. Signs must be professionally lettered and of a neat and attractive nature.
5. Signs shall not contain any electronic messages, internal or external lighting or moving parts of any kind.
6. All sign installation methods and locations must be approved by the Parks Manager and will be performed by the Association.
7. The Association shall regularly inspect all signs for necessary repairs.
8. The City shall have the right to immediately remove any sign determined to pose an imminent risk of injury to a person, damage to property, or is deemed inappropriate.

Section 12: Exhibits

It is especially provided and agreed by and between the Association and the City that the exhibits hereto attached shall be part and parcel of this agreement as if set out in their entirety; said exhibits being:
Exhibit "A" - City-Owned Field Maintenance Agreement

Section 13: Stipulations

Certain maintenance or turf treatment may be necessary throughout the season. Fields may be temporarily closed for such an occurrence.

Section 14: Signatures

Any violation of any of the provisions of this agreement shall result in the termination of this agreement.

This agreement is made and entered into on this day of, 1st day of February 2025 and expires on the 30th day of November 2025.

City of Joshua:

Steven Gill

Parks Manager

2/4/2025

Date

Mike Peacock

City Manager

2/5/2025

Date

Marshall Miller

Association President

2/4/2025

Date

Exhibit "A"**City Owned Field Maintenance Agreement*****The City shall maintain and be responsible for the following:***

- All turf areas include mowing, weed eating, fertilizing, herbicide applications and watering according to the standard athletic field maintenance schedule.
- All fences and gates, bleachers, and dugouts.
- *Playing field lighting systems:* Staff will check all field lighting systems to make sure lights are in working order at the beginning of each season. If lights need replacement during the season, the Association will need to notify the staff.
- *Restrooms* - Staff will clean restrooms each week during the season. Staff will take care of minor building maintenance. Plungers will be provided to unclog toilets when needed.
- *Bagged garbage* - Staff will remove all bagged garbage during normal business hours on weekdays from the receptacle to the large dumpster. Staff will be responsible for having the large dumpster emptied on a regular basis.
- *Infield dragging and preparation* - Cut outs and base paths will be raked and/or dragged three (3) days a week (typically Monday, Thursday, Friday). Days may change due to schedules, maintenance, and weather.
- *Pitching rubbers and home plates* - City will purchase pitching rubbers and home plates at the beginning of the spring season if needed. Additional ones will be purchased by the Association unless damaged by City staff.
- *Base hardware*- The City shall assist the association with installation of all base inground hardware if requested. Including base indicators/whiskers prior to the beginning of the agreed upon dates of the Facility Use Agreement.
- *Scoreboards* - Staff will check all scoreboards for proper working conditions at the beginning of each season. If the lights need to be replaced during the season, the association will need to notify the staff.
- Staff will be available for a "workday" with the Association if needed. Dates and times will be coordinated between the staff and the Association.
- Staff will meet with the association 3-4 weeks prior to each season and once after each season's completion to discuss any problems, questions, or suggestions.

The Association shall maintain and be responsible for the following:

- *Field striping*- Marking and cutting field lines: Before each game or as needed.
- *Litter Control*- The Association will patrol and remove litter from all fields, facilities, and grounds, including the parking lots. All litter and garbage will be bagged up and taken to the trash receptacles at the end of each day's use. If litter and trash have not been properly bagged and placed in the on-site dumpsters the City will notify the Association. The association will have twenty-four (24) hours to correct the problem. If trash is not collected within twenty-four (24) hours the Association shall incur a service fee of \$25 per trash receptacle to the City, and \$75 per hour for City staff to remove the litter. The City may hire contract workers and will charge the expense back to the Association.

- *Concession stand area*- The Association will clean the concession stand and restroom at the end of each day's use. The Association will make sure the equipment is properly turned off and all doors are locked at the end of each day's use.
- *Base hardware*- The City shall assist the association with installation of all base inground hardware if requested. Including base indicators/whiskers prior to the beginning of the agreed upon dates of the Facility Use Agreement.
- *Hand raking cutouts and base paths*- The Association will hand rake two (2) days a week or as needed. The association will make sure raking will be done towards the bases and away from grass to help prevent the buildup of "lip"
- *Bases*: the Association will be responsible for purchasing and storing all bases, all base maintenance including base indicators during the agreed upon dates of the field use agreement.
- *Pitcher mounds*: The Association will work, rake, water, and maintain all pitcher mounds at the end of each day's use or as needed. Removable pitcher mounds will be stored on the infield or on a storage rack. Pitcher mounds may not be stored against any fencing, in the turf, or against any structure.
End of the Facility Use Agreement: The Association will return the playing fields to the City at the end of the agreed upon dates of the Facility Use Agreement in similar condition as received at the beginning date of the Facility Use Agreement.

Joshua Community Guide

2026

Item 5.



The Joshua Community Guide is the go-to local resource for residents, newcomers and families looking for trusted businesses, services, events and organizations in Joshua. By advertising in the Community Guide, your business gets year-round visibility in a publication people keep, reference and share. Ad sizes and pricing options available to fit every budget.



AD RATES

Back Cover	\$1,650
Inside Back	\$1,100
Inside Front	\$1,200
Page 3, 4 and 5	\$950
Full Page	\$850
½ Page	\$575
¼ Page	\$350

AD SIZES

Full Page	7.25" x 9.75"
Full Page w/Bleed	8.75" x 11.25"
½ Page Horizontal	7.25" x 4.875"
½ Page Vertical	3.5" x 9.75"
¼ Page Horizontal	3.5" x 4.875"
¼ Page Vertical	7.25" x 2.5"

**Call Hollie to reserve
your spot today!**

817-903-6964



Item 5.

**Type B Economic
Development Corporation
& Parks Board Agenda
February 9, 2026**

Minutes Resolution **Action Item**

Agenda Description:

Discuss, consider, and possible action on advertising in the 2026 Joshua Community Guide.

Background Information:

Financial Information:

City Contact and Recommendations:

Nora Fussner, Director of Economic Development

Attachments:

1. Advertising Rates

Department: Parks and Recreation
INSPECTED BY: Steven Gill

Staff Report

2/2/2026 TOTAL % SCORE

RATING 1-5 rating 96.0%

		***** TURF AND MOWING STANDARDS *****	(1-5)	COMMENTS
		N/A 1. Irrigation operational and inspected.		Irrigation systems are shut off for the season
yes		2. Mowed, edged, and string trimmed all areas: City hall, police, AC, park bldg, park, and ballfields	5	Turf areas are dormant. Mowing is performed bi-weekly
yes		3. Loose trash picked up daily	5	
yes		4. Turf areas free and clear of weeds	4	
yes		5. Fire ants and pests treated.	5	
yes		6. No bare spots in turf areas	4	
0	0		23	POSSIBLE SCORE: 25
COMMENTS:			% AVERAGE:	92.0%

		***** GENERAL STANDARDS *****	(1-5)	COMMENTS
yes		1. Litter removed: pavilions, restrooms, pond, open spaces daily	5	
yes		2. Maintenance equipment is inspected and maintained daily	5	
yes		3. Trash receptacles less than 1/2 full.	5	
yes		4. Facility lighting is inspected monthly	5	
yes		5. Restrooms cleaned daily and are in good condition	5	
yes		6. All amenities/signage checked and maintained	5	
yes		7. Playground inspected and considered safe	5	Inspected 02/02
yes		8. Concrete walkways cleaned	5	
yes		9. Sporting areas cleaned and free of litter daily	5	
N/A		10. Splash pad inspected daily	0	splash pad is off for the season
0	0		45	POSSIBLE SCORE: 45
COMMENTS:			% AVERAGE:	100.0%

		***** ADDITIONAL PROJECTS AND REPAIRS *****	(1-5)	COMMENTS
N/A		1. Splash pad double check valve rebuilt and repaired		
N/A		2. 32 tons of infield material were added to the ball fields and laser graded		
N/A		3. 6 pallets of sod were added to the baseball fields to repair infield lines and edges		
N/A		4. Jan 6th kids fishing event; staff and volunteers gave out 109 poles, 264 hot dogs, 10 gallons of hot chocolate, 300 bags of chips, and 150 sodas. 1600 trout were stocked in the pond.		
N/A		5. Led fixtures replaced on the park pavilion, 2 lights replace on basketball court		
N/A		6. 3 outlets replaced inside the concession building		
N/A		7. Numbered light panels were replaced on the field 1 and 2 scoreboards		
N/A		8. The park and city facilities have been winterized for inclement weather		
0	0		0	POSSIBLE SCORE: 0
COMMENTS:			% AVERAGE:	0.0%

SUB-TOTALS FROM ALL CHECKLISTS		
Maintenance Standard		Rating
Turf and Mowing Standards		92.0%
General Standards		100.0%
Additional Project and Repairs		0.0%
Park Certification Total Score		96.0%

City of Joshua

EDC Monthly Staff Report

Period: January 2026
Prepared by: Nora Fussner

Business Retention/Business Spotlights:

Kimble & Co.
Wildflowers Wellness Spa
Sweet B Donuts
S3 Hoopla
Don Melquias
Chicken Express
D's Café

Planning & Zoning Projects:

202 Trailwood Conditional Use Permit

- Staff report and all supporting documentation for City Council
- Calls and inquiries from surrounding property owners

724 CR 909 Rezone Request

- Staff report and all supporting documentation for City Council
- Calls and inquiries from surrounding property owners

Caddo Peak Addition

- Coordinating with City Engineer and Project Engineer to resolve all comments
- Coordinating with JCSUD

Huckaby Addition

- Staff report

Omenson Acres

- Review of final plat
- Coordinating with Johnson County Development Services and Bethesda Water Supply Corporation.

Special Events:

February Business Bingo