

# AGENDA TYPE B ECONOMIC DEVELOPMENT CORPORATION & PARKS BOARD COUNCIL CHAMBERS OCTOBER 13, 2025 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. Introduction of Staff/Board Members and viewing of Texas Comptroller Economic Development Corporation Training Video.
- 2. City Secretary to administer the Oath of Office to newly appointed directors.
- 3. Discuss, consider, and possible action on the appointment of the following positions for a one-year term:

President

Vice President

Secretary

Treasurer

- 4. Review and discuss questions related to the budget report for August 2025. (Staff Resource: M. Peacock)
- <u>5.</u> Discuss, consider, and possible action on the September 08, 2025, meeting minutes. (Staff Resource: A. Holloway)
- <u>6.</u> Discuss, consider, and possible action regarding necessary curb and sidewalk repairs at the entrance to the Joshua YMCA facility. (Staff Resource: M. Peacock)
- 7. Discuss, consider, and possible action regarding the purchase and installation of a Musco Control-link at the City Park. (Staff Resource: S. Gill)

#### D. STAFF REPORT

1. Parks Department

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

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

#### F. ADJOURN

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 the 7th day of October 2025, 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





For Fiscal: 2024-2025 Period Ending: 08/31/2025

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 300 - 4B Econor	nic Development						
Revenue							
Dept: 81 - Sales ta	axes						
300-81-401000	Sales Tax	693,000.00	693,000.00	84,745.66	730,273.97	37,273.97	105.38 %
	Dept: 81 - Sales taxes Total:	693,000.00	693,000.00	84,745.66	730,273.97	37,273.97	105.38%
Dept: 86 - Fines a	nd fees						
300-86-410660	Park Pavilion Rental Fees	500.00	500.00	245.00	1,045.00	545.00	209.00 %
300-86-410670	Field Use Fees	13,000.00	13,000.00	7,776.00	16,048.00	3,048.00	123.45 %
	Dept: 86 - Fines and fees Total:	13,500.00	13,500.00	8,021.00	17,093.00	3,593.00	126.61%
Dept: 88 - Investn	nent earnings						
300-88-460000	Interest Income	40,000.00	40,000.00	4,666.91	43,552.70	3,552.70	108.88 %
	Dept: 88 - Investment earnings Total:	40,000.00	40,000.00	4,666.91	43,552.70	3,552.70	108.88%
Dept: 89 - Miscell	aneous						
300-89-490100	Miscellaneous Revenue	1,500.00	1,500.00	0.00	500.00	-1,000.00	33.33 %
	Dept: 89 - Miscellaneous Total:	1,500.00	1,500.00	0.00	500.00	-1,000.00	33.33%
	Revenue Total:	748,000.00	748,000.00	97,433.57	791,419.67	43,419.67	105.80%
	Fund: 300 - 4B Economic Development Total:	748,000.00	748,000.00	97,433.57	791,419.67	43,419.67	105.80%
	Report Total:	748,000.00	748,000.00	97,433.57	791,419.67	43,419.67	105.80%

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For Fiscal: 2024-2025 Period Ending: 08/31/2025

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 300 - 4B Econo	mic Development						
Expense							
Dept: 10 - Non-d	epartmental						
300-10-597550	Transfer to Hotel Occupancy	0.00	0.00	41,834.63	67,204.11	-67,204.11	0.00 %
	Dept: 10 - Non-departmental Total:	0.00	0.00	41,834.63	67,204.11	-67,204.11	0.00%
Dept: 42 - Parks	& Recreation						
300-42-500262	Equipment	0.00	2,239.00	0.00	2,024.32	214.68	90.41 %
300-42-500410	Software Maintenance	0.00	0.00	0.00	1,500.00	-1,500.00	0.00 %
300-42-500800	Events	7,000.00	7,000.00	0.00	4,280.45	2,719.55	61.15 %
300-42-500840	380 Agreement Expenses	10,800.00	10,800.00	774.86	8,633.60	2,166.40	79.94 %
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	20.00	220.00	20.00	91.67 %
300-42-560000	Capital Outlay	0.00	6,800.00	0.00	5,420.62	1,379.38	79.72 %
	Dept: 42 - Parks & Recreation Total:	20,540.00	29,579.00	794.86	22,078.99	7,500.01	74.64%
Dept: 97 - Transf	ers out						
300-97-597100	Transfer To General Fund	375,496.00	375,496.00	0.00	0.00	375,496.00	0.00 %
300-97-597150	Transfer To Donation Fund	0.00	0.00	0.00	2,627.19	-2,627.19	0.00 %
300-97-597600	Transfer To Debt Service	318,945.00	318,945.00	0.00	134,216.75	184,728.25	42.08 %
	Dept: 97 - Transfers out Total:	694,441.00	694,441.00	0.00	136,843.94	557,597.06	19.71%
	Expense Total:	714,981.00	724,020.00	42,629.49	226,127.04	497,892.96	31.23%
	Fund: 300 - 4B Economic Development Total:	714,981.00	724,020.00	42,629.49	226,127.04	497,892.96	31.23%
	Report Total:	714,981.00	724,020.00	42,629.49	226,127.04	497,892.96	31.23%

9/4/2025 4:47:24 PM

Item 4.



Type B Economic **Development Corporation** & Parks Board Agenda **October 13, 2025** 

Regular Agenda Iten
Agenda Description:
Review and discuss questions related to the budget report for August 2025. (Staff Resource: M. Peacock)
Background Information:
Financial Information:
City Contact and Recommendations:
Mike Peacock, City Manager
Attachments:

1. Budget Report for August 2025



# MINUTES TYPE B ECONOMIC DEVELOPMENT CORPORATION & PARKS BOARD COUNCIL CHAMBERS SEPTEMBER 08, 2025 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.

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

#### A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

Director Dees announced a quorum and called the meeting to order at 4:02 pm.

#### B. CITIZENS FORUM

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

NA

#### C. REGULAR AGENDA

1. Discuss, consider, and possible action on the August 11, 2025, Meeting Minutes. (Staff Resource: A. Holloway)

Motion made by Director Walden to approve as presented. Seconded by Alt 1 Rayburn. Voting Yea: President Dees, Director Walden, Director Watts, Alt 1 Rayburn

2. Discuss, consider, and possible action regarding support and funding assistance for improvements to the Joshua Animal Shelter. (Staff Resource: T. Miller & A. Holloway)

City Manager Mike Peacock provided an overview of the Animal Shelter Fundraising Campaign, noting that the funds raised will be utilized for improvements such as outside kennels, drainage, and related facility needs.

No action was taken by the Board.

3. Discuss, consider, and possible action on a request to add a public park within the Wildwood Subdivision. (Staff Resource: M. Peacock)

Item 5.

Mike Peacock, City Manager, explained the request to place a public park inside the Wildwood Subdivision and stated that it is uncertain whether the corporation has the legal authority to proceed with this project.

No action was taken.

4. Discuss, consider, and possible action regarding financial support to the Joshua YMCA for the development of new youth programs. (Staff Resource: M. Peacock)

Mr. Kendell Keeter gave a presentation regarding the Joshua YMCA and requested \$15,000 in funding from the corporation. City Manager Mike Peacock recommended that instead of directly providing the \$15,000, the corporation should first obtain a detailed list of needs specific to the Joshua facility, including building-related improvements.

No action was taken.

5. Discuss, consider, and possible action on the approval of amendments to the Economic Development Type B 2025-2026 Budget. (Staff Resource: M. Peacock)

Motion made by Director Walden to approve the amendments with the addition of \$19,587. Seconded by Alt 1 Rayburn.

Voting Yea: President Dees, Director Walden, Director Watts, Alt 1 Rayburn

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

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NA

#### E. ADJOURN

Director Dees adjourned the meeting at 5:10 pm.	
Approved: October 13, 2025	
	Dustin Dees, President
ATTEST:	
Alice Holloway, City Secretary	

682. 244-9440					
(TO CONTO	WORK TO BE PERFORMED AT:				
ADDRESS TO SOSHUA	ADDRESS				
101 S MAIN SI	CITY, STATE				
CITY, STATE  JOS/7U A					
PHONE NO. 469-271-6121	DATE OF PLANS				
469-211-6101					
We hereby propose to furnish the materials and perform the labor necessary for the co	mpletion of				
Area below for additional description and/or drawings:					
THE PARTY OF THE P					
30129126					
(Front)					
	45'				
LIFT SIDEWALK					
MASTIC RE	PLACEMENT (SO')				
	the devices and appointing submitted for above work and				
All material is guaranteed to be as specified, and the above work to be performed in a	accordance with the orawings and specifications submitted for above work and				
Completed in a substantial workmanlike manner for the sum of fiften AUNDORD Dollars (\$ 1500 ) with page 1500 ) with page 1500 )	nyments to be made as follows.				
- 1 1 1 10 MOD OF COS DOMAIS (\$ _ V S S S S S S S S S S S S S S S S S S					
Respectfully submitted					
Any alteration of deviation written order, and will become an extra charge					
over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.	Per				
Note - This proposal may be withdrawn by us if not accepted withindays.					

4 duty and office and are hereby appointed. You are authorized to do the work as

Item 6.



#### Type B October 2025

#### Minutes Resolution Action Item

#### **Agenda Description:**

Discuss, consider, and possible action for curb and sidewalk repairs at the entrance of the YMCA

#### **Background Information:**

Public Works was contacted to resolve this issue.

#### **Financial Information:**

All repairs will cost \$1770

#### **City Contact and Recommendations:**

(Insert Text Here)

Attachments: Quotes for materials, tools and contract labor.

Item 6.



**Date:** 9/22/25 **Time:** 10:16

# Email SUNBELT RENTALS, INC.

Contract #.. 174573641

To: JOANNA

KHUBACEK@CITYOFJOSHUATX.US

**Company:** CITY OF JOSHUA / STREET DEPT

Message: Sunbelt Rentals Quote

From: ZACHARY WILSON PC512

**Location:** BURLESON PC512

**Phone:** 0

**Fax #:** 0

PC#: 0512

400 NE WILSHIRE BLVD BURLESON, TX 76028 3902

817-426-3515

Job Site:

CITY OF JOSHUA / STREET DEPT 1017 JOSHUA STATION BLVD JOSHUA, TX 76058

C#: 817-558-7447 J#: 817-558-7447

Customer: 13177

CITY OF JOSHUA / STREET DEPT

101 SOUTH MAIN JOSHUA, TX 76058 SUNBELT RENTALS, INC.

Salesman: 051206 SOLIS, JUAN (512)

Typed By: ZWILSON1

QUOTE

Page 1 of 1

Contract #.. 174573641 Contract dt. 9/22/25

Date out.... 9/29/25 8:00 AM Est return.. 9/30/25 8:00 AM

Job Loc.... 1017 JOSHUA STATION BLVD, JOSHUA

Job No..... 5 - CITY OF JOSHUA /

P.O. #..... QUOTE

Ordered By.. HUBACEK, KRISTEN

**NET 30** 

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1.00	65LB CLASS DEMOLITION HAMMER 1200120	115.00	115.00	310.00	745.00	115.00
1.00						N/C N/C
	*** EQP MSG *** THIS UNIT IS IMPACTED BY OSHA'S DISCUSS DUSTLESS OPTIONS WITH Y			IS. PLEASE		
			Suk	o-total: Total:		115.00 115.00

All amounts are in USD

#### IF THE EQUIPMENT DOES NOT WORK

PROPERLY, NOTIFY THE OFFICE AT ONCE

OVERTIME RATES MAY APPLY

CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES AND REPAIRS

- 1. The total charges are an estimate based on the estimated rental period and other information provided by Customer.
- 2. Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
- Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment.
- 4. If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately.

MULTIPLE SHIFTS OR

- 5. Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (i) assumes all risk associated thereunder, and (ii) indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.
- 6. Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section 8 and Environmental Fee in Section 16, which can also be found at www.sunbeltrentals.com/rentalcontract. \*Delivery/Pickup Surcharge fee explanation is available at www.sunbeltrentals.com/surcharge.
- 7. Customer must contact Sunbelt to request pickup of Equipment, retain the Pick-Up Number given by Sunbelt and will be responsible for Equipment until actually retrieved by Sunbelt.

Name Printed

8. Customer waives its right to a jury trial in any dispute as set forth in Section 19.

Customer Signature

9. At the election of Sumbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.

Date

Customer is declining	a Rental Protection	Plan (see reverse side	for details)	(Customer Initials)

Delivered By Date

PNTOUTE (Pay 0.2/2)

\*\* www.sunbeltrentals.com \*\*

RNTOUTE (Rev 02/28/22)

11

1) DEFINITIONS. "Authorized Individuals" are those individuals that Customer directly or indirectly allows to use the Equipment, who must be properly trained to use the Equipment, at least 18 years old or the legal age of majority in the state, whichever is greater and are not under the influence of any drugs, actional, substances or otherwise impaired. "Customer" is identified earlier and includes any of your representatives, agents, officers, employees or anyone signing this Contract on your behalf. "Environmental Services Charge" is the charge described in Section 17. Engaged: a temperature and/or services identified on the other pages provided, together with all replacements, repairs, additions, attachments and accessories and all future and/or services definited on the order places provided, updated with air deplacements, regions, abudinits, abudinities, and accessives and air utilities. Equipment fresh "India", abudinity, abudinities, abudinitie

Ordinary Wear and Tea' means normal deterioration considered reasonable in the equipment rental industry for One Shift use: "Party" means Surbet or Customer and together both are the "Parties": "Pick-Up Number" is the number Customer obtains from Sunbett evidencing the Customer's call to pick up Equipment. "Rental Penad" commences when the Equipment is delivered to Customer or the Site Address and continues until the Equipment is returned to the Store or picked up by Sunbett during normal business hours, provided Customer has otherwise complied with this Contract. "Epic" is the rental protection plan described in Section 10. "Site Address' is the location customer represents the Equipment will be located during the Rental Penad identified earlier. "Store" is the Sunbett location identified earlier. "Sunbett and its affiliated companies, their respective officers, directors, employees and agents." Telematics Data' is data collected within the Equipment to retaining to the Equipment, its performance, location, or operators. Transportation Surcharge' is a charge intended to defray a wide range of transportation expenses (both direct and indirect), which are not always fully recovered by other transportation charges.

transportation expenses (both direct and indirect), which are not always fully recovered by other transportation charges

2) TERMS. Customer's execution of this Contract or taking possession of the Equipment (whichever occurs first) shall be deemed acceptance of the terms herein for this and all past and future contracts between Sunbelt and Customer upon Customer's receipt of Sunbelt's Equipment under those contracts. Customer rents the Equipment from Sunbelt pursuant to this Contract, which is a true lease. The Equipment (a) is and shall remain the personal property of Sunbelt and (b) shall not be affixed to any other property. Customer shall not pledge or encumber the Equipment in any manner.

3) PERMITED USE. Customer agrees and warrants that (a) Subtel has no control over the manner in which the Equipment is operated during the Rental Period by Customer or any third party that Customer implicitly or explicitly permits, (b) prior to each use and its return to Sunbelt, Customer shall inspect the Equipment to confirm that the Equipment is in good condition, without defects, readable decades are on the Equipment and the Equipment is suitable for Customer's intended use. (c) Customer shall man of with approximation of the property of the Equipment (and if Customer requests, Customer authorizes Surbelt to leave the Equipment at the Site Address without requirement of written receipt). (e) Customer shall mendedely stop use and notify Surbelt if the Equipment is damaged, unsafe, deabled, maltunotions, warning lights come on, level upon, threatened with secure, lost, or if any incident occurs, (f) Customer has received from Surbelt all information needed or requested regarding the operation of the Equipment; (s) Surbelt is not responsible for providing operator or other training unless. Customer specifically requests in writing and Sunbelt agrees to provide such training (Customer being responsible to obtain all training that Customer Customer specifically requests in writing and surrient agrees to provide such training (customer being responsible to obtain all training that customer degrees provided in the Equipment such that Equipment such is expensed individual(s), (I) only Authorized Individuals shall use and operate the Equipment, however Customer is responsible for the Equipment and its use during the Rental Penor for regardless of the user; (I) the Equipment shall be used and maintained in a careful manner within the Equipment shall be used and maintained in a careful manner within the Equipment shall be used and maintained in a careful manner within the Equipment capacity and in compliance with all applicable laws, regulations, as well as all operating and safety instructions provided on, in or with the Equipment and all applicable federal, state and local laws, permits and licenses, including but not furnised to, OSHA and ADA, as revised (in the Equipment legit in a secure location, and (I) Customer shall provide Sunbelt with accurate and complete information, which Sunbelt relies upon to provide the separated be Equipment 5. appropriate Equipment to Customer

appropriate Equipment to Customer
4) PROHBITED USE. Customer shall not (a) after or cover up any decals or insignia on the Equipment, remove any operating or safety equipment or
instructions or after or tamper with the Equipment, (b) assign its rights under this Contract, (c) move the Equipment from the Site
Address without Surbeits written consent; (d) use the Equipment in a negligent, illegal, unauthorized or abusive manner; or (e) publicize use of the
Equipment in any manner (including, without limitation, print, audiovisual or electronic), or (f) allow the use of the Equipment by anyone other than
Authorized Individuals (Customer acknowledging that the Equipment may be dangerous if used improperly or by untrained parties).
5) MANITEMANCE. Customer shall perform routine maintenance on the Equipment, including routine impections and maintenance of related and oil
levels, grease, cooling and fluid systems, batteries, tirestracks cutting edges, and cleaning in accordance with the manufacturer's specifications, as
applicable. All other maintenance or repairs may only be performed by Sunder to its agents, but Surbeit thas no responsibility during the Rental Pennod
to inspect or perform any maintenance or repairs unless Customer requests a service call. If Sunbet determines that repairs to the Equipment are
needed, other than Ordinary Wear and Tear, Customer sellows of 40% of the Equipment sellows (10 customer will be responsible for the FMV of the received, one unit of which year and rear Jossonian shappy are full regains are compileded. If Equipment is stolen or damaged in excess of 40% of the Equipment's FMV, Customer will be responsible for the FMV of the Equipment, including sales tax, as applicable. Surbelt has the right to inspect the Equipment wherever located. Customer has the authority to and hereby grants. Surbelt and its against the right to enter the physical location of the Equipment for the purposes set forth herein. Surbelt shall be responsible for repairs needed because of Ordinary Wear and Tear. Customer agrees that repair or replacement of the Equipment is

Customer's exclusive remedy for Sunbelt's breach of this Section. Notwithstanding Sunbelt's service commitment, if Customer breaches this Contract, Sunbelt shall have no obligation to stop the Rental Period, commence repairs or rent other equipment to Customer until Customer or its agent agrees to pay for such charges.

(b) CUSTOMER LIABILITY. DURING THE RENTAL PERIOD, CUSTOMER ASSUMES ALL RISK ASSOCIATED WITH THE

6) CUSTOMER LIABILITY, DOURNET HE RENT AL PERIOD, CUSTOMER ASSUMES ALL RISK ASSUCIATED WITH THE POSSESSION, CONTROL OR USE OF THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, RENTAL CHARGES, THEFT, LOSSES, DAMAGES AND DESTRUCTION, INCLUDING CUSTOMER TRANSPORTATION, LOADING AND UNLOADING, WHETHER OR NOT THE CUSTOMER IS AT FAULT. After an incident, Customer shall (a) immediately notify Surnbeit, the police, if necessary, and Customer's insurance carriers, (b) secure and maritain the Equipment and the surrounding premises in the condition existing at the time of such Customer's insurance carriers; (b) secure and maintain the Equipment and the surrounding premises in the condition evisiting at the time of such incident, until Suphelt or its agents investigate; (c) immediately submit opies of all police or other third party reports to Suphelt, and (d) as applicable pay Sunbelt, in addition to other sums due herein, the rental rate for Equipment until the repairs are completed or Equipment replaced plus either (i) the FMV or (ii) the full charges of recovery and repairs of damaged Equipment. Accrued rental charges shall not be applied against these amounts. Sunbel shall have the immediate right, but not obligation, for reclaim any Equipment involved in any Incident.

NO WARRANTIES, SUNBELT DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH

RESPECT TO THE EQUIPMENT, ITS DURABILITY, CONDITION, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE. CUSTOMER ACKNOWLEGGS ACCEPTANCE OF THE EQUIPMENT ON AN "AS IS, WHERE IS" BASIS, WITH "ALL FAULTS" AND WITHOUT ANY RECOURSE WHATSOEVER AGAINST SUNBELT ENTITIES. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE FOURMENT AND RELEASES SUNBELT ENTITIES FOR DAMAGES (INCLUDING LOST PROFITS, PERSONAL INJURY, AND SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) IN ANY WAY CONNECTED WITH THE EQUIPMENT, ITS INSTALLATION, OPERATION OR USE OR ANY DEFECT OR FAILURE THEREOF, A BREACH OF SUNBELT'S OBLIGATIONS HEREIN OR ERRORS OR INACCURACIES IN INFORMATION OBTAINED FROM CUSTOMER OR THIRD PARTIES LIPON WHICH SUNRELT RELIES: PROVIDED HOWEVER IF CUSTOMER IS A CONSUMER LINDER

COSTOMER OR THIND FARTIES, UPON WINCH SUMBLE I RELIES; PROVIDED HOWEVER, IT COSTOMER IS A CURSOMER ONDER APPLICABLE LAW, THEN NO CONSEQUENTIAL DAMAGES LIMITIATION OF INJURIES TO PERSONS SHALL APPLY.

(a) RELEASE AND INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER INDEMNIFIES, RELEASES, HOLDS SUMBELT ENTITIES HARMLESS AND AT SUMBELT'S REQUEST, DEFENDS SUMBELT ENTITIES (WITH COUNSEL APPROVED BY SUMBELT), FROM AND AGAINST ALL LIABILITIES, CLAIMS, LOSSES, DAMAGES, AND EXPENSES (INCLUDING APPROVED BY SUMBLETT), FROM AND AGAINST ALL LIABILITIES, CLAIMS, LOSSES, DAMAGES, AND EXPENSES (INCLUDING ATTORNEY'S AND/OR LEGAL FEES AND EXPENSES) HOWEVER ARISING OR INCURRED, RELATED TO ANY NICIDIENT, DAMAGE TO PROPERTY, INJURY OR DEATH OF ANY PERSON, CONTAMINATION OR ALLEGED CONTAMINATION, OR VIOLATION OF LAW OR REGULATION CAUSED BY OR CONNECTED WITH THE (a) ACCESS, USE, POSSESSION OR CONTROL OF THE EQUIPMENT BY CUSTOMER OR ANY THIRD PARTY THAT CUSTOMER IMPLICITLY OR EXPLICITLY PERMITS TO ACCESS, USE, POSSESS OR CONTROL THE EQUIPMENT DURING THE RENTAL PERIOD OR (b) BREACH OF THIS CONTRACT, WHETHER OR NOT CAUSED IN PART BY THE ACTIVE OR PASSIVE NEGLIGENCE OR OTHER FAULT OF ANY PARTY INDEMNIFIED HEREIN AND ANY OF THE FOREGOING ARISING OR IMPOSED IN ACCORDANCE WITH THE DOCTRINE OF STRICT OR ABSOLUTE LIABILITY, CUSTOMER ALSO AGREES TO WAIVE ITS WORKERS' COMPENSATION IMMUNITY, TO THE EXTENT APPLICABLE. CUSTOMER'S INDEMNITY OBLIGATIONS SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT. All of Customer's indemnification obligations under this paragraph shall be joint and sever

INSURANCE. During the Rental Period, Customer shall maintain, at its own expense, the following minimum insurance coverage: Sunbelt's consent prior to taking such action, including approval of established customs broker, and (b) execute an amendment to

this Contract, which (a) for Customers using Equipment for non personal use, general liability insurance of not less than \$1,000,000 per occurrence, including coverage for Customer's contractual liabilities herein such as the release and indemnification clause contained in Section 8, (b) for Customers using Equipment for non personal use, property insurance against loss by all risks to the Equipment, in an amount at least equal to the FMV thereof, unless RPP is elected at the time of rental and paid for prior to any Indicate, (c) worker's compensation insurance as required by Jaw, and (c) prior to any Indicate, (c) worker's compensation insurance as required by Jaw, and (c) prior to any Indicate, (c) worker's compensation insurance as required by Jaw, and (c) prior to any Indicate, (c) worker's compensation insurance as required by Jaw, and (c) prior to any Indicate, (c) prior worker motions coverage), in the same amounts set forth in subsections (a) and (b), if the Equipment is to be used on any roadway Such policies shall be primary, non-contributory, on an occurrence, asso, contain a waiver of subrogation, name Sunbett and its agents as an additional insured (including an additional insured endorsement) and loss payee, and provide for Surbett to receive at least 30 days prior written notice of any cancellation or material change. Any insurance that exclude on damage or overturns is a breach. Customer shall provide. Sunbett with certificates of insurance to insurance and included Southell trends coverages. required above prior to any rental and any time upon Sunbelt's request. To the extent Sunbelt Entities carry any insurance, Sunbelt Entities' insur will be considered excess insurance. The insurance required herein does not relieve Customer of its responsibilities, indemnification, or other

Obligations provided herein, or for which Customer may be liable by law or otherwise.

10) RENTAL PROTECTION PLAN. Customer's repair or replacement responsibility in Sections 5 and 6 of this Contract is modified by the RPP, if offered on the Equipment, and Surbelt shall limit the amount Surbelt collects from Customer for the Equipment loss, damage or destruction to the following amounts for each piece of Equipment, per each occurrence, (a) 10% of the PMV for Lost Equipment, up to a maximum of \$500 per piece of tollowing amounts for each piece of Equipment, per each occurrence. (a) 10% of the HMV for Lost Equipment, to to a maximum of \$500 per piece of Equipment, (c) charges in excess of \$50 per tire for the repears, and (d) nothing for the rental charges which would otherwise accrue during the period when damaged or destroyed Equipment is being replaced, prepaided or replaced by Surbeit or Lost Equipment is being replaced, provided however, the freeging RFP liability reduction only applies if the Conditions (defined below) are satisfied and an Exclusion (defined below) does not apply. The RFP is No TINSURANCE and does NOT protect Customer from liability to Surbeit or others arraing out of possession, control or use of the Equipment, and design giving or destroyed Exception, and the RFM of the RFM o to persons or property. THE RPP is a CUNTRACTUAL MOUTHCATION OF COSTOMER'S LIABILITY. All of the following "Conditions" must be satisfied for the RPP and the corresponding liability reduction to apply. (i) Customer excepts the RPP1 in advance of the rental, (ii) Customer pays 15% of the gross rental charges as the fee for the RPP (plus applicable taxes), (iii) Customer fully compiles with the terms of this Contract, (iv) Customer's account is current at the time of the loss, theft, damage or destruction of the leading to the customer assumes the Eculasion risks, meaning that if any Exclusioners, the RPP does NOT reduce the liability of Customer to Sundeit for the loss, theit, damage or destruction of the Equipment. (A) due to intentional misuse, (B) caused by Lost Equipment not reported by Customer to the police within 48 hours of discovery, and substantiated by a written police report (promptly delivered to Sunbelt); (C) due to floods, water level changes, wind, storms, earthquakes or Acts of God; and (D) accessories or Equipment for which Customer is not charged the RPP fee THE EXCLUSIONS REMAIN THE LIABILITY OF

CUSTOMER AND ARE NOT MODIFIED BY THE RPP. RPP IS REFLECTED ON THIS CONTRACT AS PART OF CUSTOMER'S ESTIMATED CHARGES UNLESS CUSTOMER HAS ELECTED TO DECLINE RPP IN WRITING, FAILS TO PAY THE RPP FEE OR MADE OTHER CONTRACTUAL ARRANGEMENTS WITH SUNBELT. Notwithstanding anything to the contrary in this Contract, if Lost Equipment is later recovered, Sunbelt retains ownership of the Equipment regardless of any payments made by Customer or Customer's insurance company with respect to such Equipment, all of which payments are non-refundable. Customer agrees to promptly return any Equipment that is recovered. Sunbelt shall be subrogated to Customer's rights to recover against any person or entity relating to any loss, theft, damage or destruction to the Equipment. Customer

operate with, assign Sunbelt all claims and proceeds arising from such loss, theft, damage or destruction, execute

shall cooperate min, segain studies at earlies and process arising from southlost, lines, a clustomer's expense.

11) RENTAL RATES. The total charges specified in this Contract are: (a) estimated based upon Customer's expense and the estimated Rental Period identified herein (rental rates beyond the estimated Rental Period may change) and other information conveyed by Customer to Suribeit; and (b) for the Equipment's use for One Shift, unless otherwise noted. Weekly and 4 week rental rates shall not be provided. Rental charges accrue during Saturdays, Sundays and holidays. The rental rates do not include and Customer is responsible for, (i) all consumables, fees, licenses, present and future taxes and any other governmental charges based on Customer's possession and/or use of the Equipment, including additional fees for more than numer taxes and any owner governmental charges based on Lustomer's possession andor use of the Equipment, including adaptional resist for more man One Shift use, (i) delivery and plotup charges to and from the Store, including but not limited to any freight, transportation, delivery, probup and surcharge fees listed in this Contract, (iii) maintenance, repairs and replacements to the Equipment as provided herein, (iv) a cleaning fee if required, (v) inscellaneous charges, such as fees for lost levys, RPP, costs to recover Equipment, emergency mobilization or store opening, (v) fuel used during the Rental Period and for refueling Equipment as described below, (vi) fines for use of dyed diesel fuel in on-road Equipment, and (viii) an Environmental Services Charge (see www.sunbeltrentals.com/environmentalfee) and (ix) Transportation Surcharge (see www.sunbeltrentals.com/surcharge). The convenience charge for off road diesel fuel does not include governmental motor fuel taxes or charges. Sunbelt collects these fees as revenue

to the limited value of the or throat desertion received in the latest of latest of the latest of la application. Commercial customers who are approved for Sunbelt's extended payment terms must pay, in arrears, upon receipt of Sunbelt's invoice

application. Commercial customers who are approved for Surbeits extended payment terms must pay, in arrears, upon receipt of Surbeits in writing of any disputed amounts, including credit card charges, within 15 days after the receipt of the invoice/contract or Customer shall be deemed to have irrevocably waived its right to dispute such amounts. All Surbeits discretion, any account with a delinquent belance may be placed on a cash basis, deposits may be required and the Equipment may be picked up without notice. Due to the difficulty in fixing actual damages caused by late payment, Customer agrees that a service charge equal to the lesser of 1,5% per month or the maximum rate permitted by law shall be assessed on all delinquent accounts, until paid in full. Customer shall lesser of 1.3% per front of the maximum rate permitted by law shall be assessed on a locality and under the customer shall be remitted by law shall be assessed on a control expendence of any late charge does not excuse Customer of any default under this Contract. Customer shall pay a fee of \$75 for each check returned for lack of sufficient funds to compensate Surbeit for its overhead for processing missed payment. Deposits will only be returned after all amounts are paid in full CUSTOMER AGREES THAT IF A CREDIT OR DEBIT CARD IS PRESENTED TO PAY FOR CHARGES OR TO GUARANTEE PAYMENT, CUSTOMER AUTHORIZES SUNBELT TO CHARGE THE CREDIT OR DEBIT CARD ALL AMOUNTS SHOWN ON THIS CONTRACT AND CHARGES

AUTHORIZES SOMESEL TO CHARGE THE CREDIT OF DEBIT CARD ALL AMOUNTS SHOWN ON THIS CONTRACT AND CHARGE TO THE SUBSEQUENTLY INCURRED BY CUSTOMER, INCLUDING BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO THE EQUIPMENT AND EXTENSION OF THE RENTAL PERIOD. Effective June 1, 2021 and where permitted by Jaw, Sunbelt may impose a surcharge of 2% (minimum \$3) for credit card payments on charge accounts. This surcharge is not greater than Sunbelt's merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions. 13) RETURN OF EQUIPMENT. Surbelt may terminate his Contract at any time, for any reason The Coupment shall be undered to Surbelt (when needed for impections, maintenance and at the end of the Rental Penod) in the same condition it was received, less Ordnary Wear and Tear and free death paragraphs or period and described to the contract of the Contr

of any hazardous materials and contaminants. Customer will return the Equipment at the end of the Rental Period, but will continue to be responsible for of any hazardous materias and contaminants. Customer will return the Equipment at the end of the Herital Period, but will continue to be responsible for critical and other charges after the Rental Period if the Equipment is not returned in the condition required herein. If Sunbelved the Equipment to Customer, Customer should keep as proof of the call; provided Customer remains liable for any loss, theit, damage to or destruction of the Equipment utility. Sunbelt confirms that the Equipment is returned in the condition required herein. Customer will not be charged the rental charges after the date the Pick-Up Number is given provided Customer has otherwise compiled with this Contract. No pickups occur on Sundays or statutory holidays and Saturday pickups are dependent on specific Store hours. If Customer picked up Equipment, Customer shall return

Equipment to the same Store during that Store's normal business hours. If the Equipment is not returned by the estimated end of the Rental Period specified earlier, Customer agrees to pay the applicable rental rate for the Equipment until the end of the Rental Period. 14)

PURCHASES. If this Contract identifies any Equipment, materials or other items that is to be purchased by Customer, Sunbelt sells and delivers such items to Customer on an "AS IS, WHERE IS" basis, with all faults and

by Customer, Sunbelt sells and delivers such items to Customer on an "AS IS, WHERE IS" basis, with all faults and without any warranties (other than manufacturer warranties, if any) in consideration for Customer's payment to Sunbelt of the full purchase price of the item, Sunbelt retains title to the item until Customer has paid in full.

15) DEFAULT. Customer shall be in default if Sunbelt deems itself insecure or if Customer (a) falls to pay sums when due, (b) breaches any Section of this Contract, (c) becomes a debtor in a bankruptcy proceeding, pose into receivership, takes protection from its creditors under any insolvency legislation, ceeses to carry on business, or has its assets seared by any creditor, (d) fails to inside the Equipment art risk, (e) falls to traver. Sunbelt art risk, e) falls to return Equipment immediately upon Sunbelts demand; or (f) is in default under any other contract with Sunbelt. If a Customer default occurs, Sunbelt shall have, in addition to all rights and remedies at law or in equity, the right to reposess the Equipment without judical process or prior notice. Customer shall pay all of Sunbelts costs; including reasonable cost collection, court costs, attorneys and legal fees, incurred in exercising any of tis right or remedies herein. Sunbelt shall not be liable due to seizure of Equipment without.

attorneys and legal trees, incurred in severciang any of its rights or remeales nerven. Surposit shall not be labele due to sezure or explainent or order or governmental authority. CUSTOMER WAIVES ANY RIGHT OF ACTION AGAINTS TUNBEL! ENTITIES FOR SUCH REPOSESSION.

16) CRIMINAL WARNING. The use of false identification to obtain Equipment or the failure to return Equipment by the end of the Rental Period may be considered their, subject to commissal prosequition and civil liability where permitted, pursuant to applicable laws.

17) ENVIRONMENTAL SERVICES CHARGE. To promote a clean and sustainable environment, Surrelat dases various measures to

comply with applicable environmental regulations, as well as with Sunbelt's own policies. Sunbelt also incurs a wide range of environmental related expenses (both direct and indirect). These expenses may include services such as waste disposal, construction and maintenance of cleaning facilities.

acquisition of more fuel-efficient equipment, as well as, labor costs, administration costs, etc. To help offset these and other costs, Sunbelt assesses an Environmental Services Charge, plus applicable taxes thereon in connection with certain rentals. The Environmental Services Charge is not a tax or governmentally mandated charge and is not designated for any particular use or placed

Environmental Services Charge is not a tax or governmentally mandated charge and is not designated for any particular use or placed in an escrow account, but is a charge that Sunbelt collects as revenue and uses at its discretion.

13) FUEL For Equipment that uses fuel. Customer has three options: (a) Prepay Fuel Option - Customer may purchase a full tank of fuel for the Equipment at the start of the rental, in which case a "convenience charge" will appear on this Contract (calculated by multiplying the estimated fuel capacity of Equipment by the Prepay per gallor rate). As an added benefit, Customer may return the Equipment full of fuel and the convenience charge will be refunded (however, if not returned full, Customer will not obtain any credit for fuel left in the Equipment upon return), (b) Pay on Return Option - if Customer returnes Equipment with less fuel than when received, Customer shall pay a returning charge (calculated by multiple gallons required to refill tank with fuel to level when received, by the Pay on Return per gallon rate), and (c) Return Full Option - if Customer returns the Equipment with at least as much fuel as when it was received (most Sunbell Equipment comes with a full tank of fuel, but not all), no fuel charge will be assessed. The cost of Customer refueling Equipment itself will generally be lower than the Prepay Fuel Option or the Pay on Return Option, however these options each allow for the converience of not refueling. Customer agrees that none of these options are a retail sale of fuel 19) LIMITATION OF SUNBELT'S LIABILITY. IN CONSIDERATION OF THE RENTAL OF EQUIPMENT, CUSTOMER AGREES

THAT SUNBELT'S LIABILITY UNDER THIS CONTRACT, INCLUDING ANY LIABILITY ARISING FROM SUNBELT'S, SUNBELT ENTITIES, OR ANY THIRD PARTY'S COMPARATIVE, CONCURRENT, CONTRIBUTORY, PASSIVE OR ACTIVE NEGLIGENCE OR THAT ARISES AS A RESULT OF ANY STRICT OR ABSOLUTE LIABILITY, SHALL NOT EXCEED THE TOTAL RENTAL CHARGES PAID BY CUSTOMER UNDER

THIS CONTRACT.

20)

JURY TRIAL WAIVER. IN ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY PERTAINING TO THIS CONTRACT, CUSTOMER AND SUNBELT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY, THIS WAIVER BEING A MATERIAL INDUCEMENT TO ENTERING INTO THIS CONTRACT. ARBITRATION AGREEMENT & CLASS ACTION WAIVER. AT THE ELECTION OF CUSTOMER OR SUNBELT. ANY

DISPLITE ARISING OUT OF IN CONNECTION WITH OR IN ANY WAY PERTAINING TO THIS CONTRACT SHALL BE SETTLED BY DISPOTE ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY PERTAINING TO THIS CONTRACT SHALL BE SETTLED ARBITRATION BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF IN A PURPORTED CLASS OR REPRESENTATIVE CAPACITY, ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES AND PROCEDURE AND JUDGEMENT ON THE AWARD RENDERED BY THE ARBITRATOR'S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR TRIED ON A CLASS ACTION BASIS. 22) COMPLIANCE WITH EXPORT AND IMPORT LAWS, Semoval of the Equipment for the United State ("U.S.) is prohibited under this Costract Customer desires or causes the triansport and/or operation of the Equipment outside of the U.S., Customer desires or causes the triansport and/or operation of the Equipment outside of the U.S., Customer desires or causes the triansport and/or operation of the Equipment outside of the U.S. or customer such as the United State ("U.S.).

amendment is incorporated herein. If Customer exports or re-exports without complying with the above sentence, Customer agrees that (i) the Equipment is subject to and must comply with all applicable export laws, including but not limited to the Export Administration Regulations, and (ii) Customer, as the exporter/importer of record, is responsible for. (A) determining whether and obtaining if necessary, export or re-export licenses or other authorizations as required prior to exporting or re-exporting the Equipment (B) obtaining any required documentation necessary for return of the Equipment, and (C) ensuring no unauthorized transfers or diversions of the Equipment cocur. Refer to www.bis.doc.gov/for information.

Equipment, and (C) ensuring no unauthorized transfers or diversions of the Equipment occur. Refer to www.bis.doc.gov\_for information.

23)

COLLECTION OF DATA. Customer consents to the collection, use and disclosure of the data and information Customer voluntarily provides to Sunbelt, including personal identifiable information and financial information, as well as the Telematics Data collected from the Equipment as described in our Privacy Policy found at www.sunbeltrentals.comprivacypolicy.

24)

COVERNING LAW. The Parties expressly and irrevocably agree (a) this Contract, including any related tort claims, shall be governed by the laws of South Carolina, without regard to any conflicts of law principles and (b) if any Section of this Contract is prohibited by any law, such Section shall be ineffective to the extent of such prohibition without invalidation the remaining Sections.

50 FORCE MAJEURE. Sunbelt shall not be liable or responsible to the Customer, nor be deemed to have defaulted under or breached this Contract, (in any failure or delay in fulfilling or performing any term of this Contract when and to the extent such failure or delay is caused by or results from acts beyond Sunbert's control, including, without initiation, the following force malgure events ("Froce Majeure Event(s)"):

(a) acts of God, (b) flood, fire, earthquake, epidemics, pandemics or explosion, (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, not or other civil unrest, (d) operment order, law, requalitions, skutdowns, or actions, (e) embargoes or blockades in effect on or after

(a) acts of God, (p) nood, hre, earnquake, epidemics, pandemics or explosion, (c) war, invasion, hostitues (whicher war is declared or not), terrons; threats or acts, not or other civil unrest, (d) government order, law, regulations, shutdowns, or actions; (e) embargoes or bloodse in effect or or after the date of this Contract. (f) national or regional emergency. (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate power or transportation inscitiles, and (i) other events beyond the control of Surbelt.

26) MSCELLANEOUS. This Contract, together with any Customer executed commercial credit application, if any, constitutes the entire agreement of the Parties ranging the Equipment and may not be modified except by written amendment signed by the Parties. Any reference in Customer's purchase order or other Customer's document to other terms that shall control this transaction shall be void. This Contract benefits solely the Parties and

purchase order or other Customer occument to other terms that shall control this transaction shall be viold. In a Contract benefits sleely fine Parties and their respective permitted successors and assigns and nothing in this Contract, topress or implied, controls on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Contract. Customer's obligations hereunder shall survive the termination of this Contract if any term is invaid, it legal, or unenforceable, such invaidat, legal, or unenforceable, such invaidat, legal, or unenforceable, such invaidat, or render unenforceable such term. This Contract and all of Customer's rights in and to the Equipment are subordinate to all rights, title and interest of all persons (including Surbeit's lenders) who have nights in the Equipment. Headings are for convenience only. To the exhibit that any terms in this Contract conflict, the Parties agree that the more specific terms control. A copy of this Contract shall be valid as the original. Any failure by Sunbelt to insist upon strict performance of any Section of this Contract shall not be construed as a waiver of the right to demand strict performance in the future Customer and the person signing this Contract agree, represent and warrant that. (a) the person executing is 18 or the legal age of majority in the state, whichever is greater and they both have full authority to execute, deliver and perform this Contract, and

(b) this Contract constitutes a legal, valid and binding obligation of Customer, enforceable in accordance with its terms. If the Parties have a fully

executed, active agreement, intended to govern over conflicting terms and conditions, such agreement shall take precedence over the term

Additional terms and conditions for Shoring can be found at https://www.sunbeltrentals.com/ebout/shoring-bridging-additional-terms-a

1/4 YD Tote 135

½ YD Tote 155

1 YD Tote 225

1 ½ YD Tote 405

2 YD Tote 475



Type B edc and Parks Board Agenda October 13, 2025

(Minutes Resolution/Resolution/Ordinance)

(Action Item)

#### **Agenda Description:**

Discuss, consider, and possible action On purchasing and installing a Musco Controll-link

#### **Background Information:**

Currently the lighting For the baseball field is manually turn on/off. The Association has access to turn the lights on freely. The Musco Control-link would enable park staff to schedule the lights to come on automatically at appropriate times, reducing the amount of unnecessary usage and cost. The Control-link would also provide a light usage report. Staff confirmed Musco is sole source for this equipment.

#### **Financial Information:**

\$13,950.00

#### **City Contact and Recommendations:**

Steven Gill, Parks Manager

Staff recommends approval to purchase and install the musco control-link

#### **Attachments:**

**Quote for Musco control-link** 

Date: 6/27/2025 City of Joshua Attn: Steven Gill

Re: Control-Link Quotation – Joshua Sports Complex Original Project 146189

## Buy Board Quotation Contract: #677-22

### Commodity: Parks & Recreation Equipment, Field Lighting Products & Installation

Any purchase orders / agreements utilizing the Buy Board Contract should note the following:

**Buy Board Purchase- Contract #677-22** 

Dear Steve,

Here is the Control-Link Quotation that you requested: This quote includes the following...

Unit #1- Baseball Fields

#### Equipment

- > (1) Remote Equipment Controller (REC)
- (6) Off/On/Auto Switches- (mounted in the cabinet door)

Zone 1: Baseball 1 Zone 2: Baseball 2
Zone 3: Baseball 3 Zone 4: Security
Zone 5: Parking Zone 6: Spare

- 10 year parts /10 year labor warranty on all equipment
- All freight costs

Equipment & Installation Price: \$13,950.00

#### **Equipment Installation**

- > Turnkey installation of all components by Musco Technicians
- > Activation and testing of systems to ensure all units are fully functional and operational

#### 10 Years Control-Link Central™ Service (CLC)

- ➤ 24/7 toll free access to CLC Customer Call Center Operators
- Access to Musco CLC Scheduling Website
- > REC operations and Website Training for your scheduling staff

#### Total Equipment & Installation with 10 years of Service: \$13,950.00\*

Price assumes electrically held contactors exist on site for utilization. 120v Control Voltage required for availability at the controls service location.

Customer should confirm prior to order placement.



Final payment terms are subject to approval by Musco credit department. Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco. Freight Charges have been included in the above prices. Sales tax is NOT included as part of this quote.

Please feel free to call me to discuss any questions or concerns that you may have.

Sincerely,

Rick Van Dusseldorp

Rei Van alam

**Lighting Services Sales Representative** 

Musco Sports Lighting LLC

641-660-5332- Mobile

rick.vandusseldorp@musco.com



#### PARK REPORT SEPTEMBER

PARK: Joshua City Park and Ballfield	]	9/2/2025	TOTAL % SCORE
	-		
INSPECTED BY: Steven Gill		·	00 00/
		RATING 1-5 rating	00.0%

CHECKED	N/A	***** TURF AND MOWING STANDARDS *****	LOW (1-5) HIGH	COMMENTS	
yes		Irrigation operational and inspected.	4		
yes		2. mowed, edged, and string trimmed all areas: City hall, police, AC, park bldg, park, and ballfields	4		
yes		3. loose trash picked up daily	5		
yes		4. weeds treated: high traffic areas, park fenclines, rock beds	3		
yes		5. Fire ants and pests treated.	3	ants were treated in high traffic areas after	er rain events
0	0				
			19	POSSIBLE SCORE:	25
OMMENTS:					
			% AVERAGE:	76.0%	

CHECKED	N/A	***** GENERAL STANDARDS *****	LOW (1-5) HIGH	COMMENTS	
yes		1. litter removed: pavilions, restrooms, pond, open spaces daily	5		
yes		2. Equipment inspected and maintained daily	3		
yes		3. Trash receptacles less than 1/2 full.	5	Trash is emptied daily	
yes		4. Facility lighting is inspected monthly	3	basketball court lighting is scheduled for November, wi	nen we have the lift rental
yes		5. Restrooms cleaned daily	5		
yes		6. All amenity/signage checked and maintained	5		
yes		7. Playground inspected and considered safe	5	Inspected 10/2	
yes		8. Concrete walkways cleaned	4		
yes		9. Sporting areas cleaned and free of litter daily	4		
	N/A	10. Splash pad inspected daily	5	splash pad is off for the se	ason
0	0	SUB-TOTALS			
			44	POSSIBLE SCORE:	50
COMMENTS:					
				% AVERAGE:	88.0%

CHECKED	N/A	***** ADDITIONAL PROJECTS AND REPAIRS *****	LOW (1-5) HIGH	COMMENTS	
		Repaired gate for dumpster area at the park	5	hinges get broken regularly. Repairs were	made in Sept
		2. Organizing/planning Fall on Main event	5	Fall on main Oct 18th	
		3. Moved the stage into the new special events storage building	5		
		4. Baseball tournament held 9/28	5		
		5. Planning Christmas on Main and Parade	5	Christmas on Main. December 6	Sth
		Pond treated for cat tails by public works.	5		
0	0	SUB-TOTALS			
			30	POSSIBLE SCORE:	30
COMMENTS:				_	
				% AVERAGE:	100.0%

SUB-TOTALS FROM ALL MAINTENANCE STANDARD CHECKLIST					
Maintenance Standard Rating					
Turf and Mowing Standards	76.0%				
General Standards	88.0%				
Additional Project and Repairs	100.0%				
Park Certification Total Score	88.0%				