



AGENDA
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

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. Discuss, consider, and possible action on approval of the December 08, 2025, meeting minutes. (Staff Resource: A. Holloway)
2. Review and discuss questions related to the budget report for November 2025. (Staff Resource: M. Peacock)
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)
4. Discussion on an updated Field Use Agreement between the City of Joshua and the Joshua Youth Sports Association (JYSA). (Staff Resource: S. Gill)
5. Discussion on the Parks Department Monthly Report. (Staff Resource: S. Gill)

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

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 January 5, 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



MINUTES
TYPE B ECONOMIC DEVELOPMENT CORPORATION & PARKS BOARD
COUNCIL CHAMBERS
DECEMBER 08, 2025
5:30 PM

The Joshua Type B Economic Development Corporation & Parks Board held 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 Dess announced a quorum and called the meeting to order at 5:30 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.

C. REGULAR AGENDA

1. Review and discuss questions related to the budget report for October 2025.

Finance Director Freelan presented the budget report for October 2025. She stated that the revenues remain strong and that the Parks Department has made several purchases that are one-time expenditures and do not present any ongoing budget concerns.

2. Discuss, consider, and possible action on the October 13, 2025, meeting minutes.

Motion made by Director Place 3 Frazier to approve as presented. Seconded by Director Place 1 Filley. Voting Yea: Place President/Place 4 Dees, Director Place 1 Filley, Director Place 3 Frazier, Director Place 5 Busse, Director Place 6 Sorter, Director Place 7 Nicks

3. Discuss, consider, and possible action regarding the Pickleball Court Project and a financial update related to the project.

City Manager Mike Peacock stated that the engineering work is nearing completion and the final report is expected within the next 7 to 10 days. He reported that while \$50,000 has been allocated for the project, preliminary discussions with contractors indicate the cost could be closer to \$75,000 or potentially higher. To ensure the most competitive pricing, he proposed preparing and issuing a formal bid.

In response to a question regarding liability in the event of an injury, City Manager Peacock explained that the City is covered under its existing insurance policy, consistent with other City projects.

Director Dees asked whether the project would be delayed until more favorable pricing is obtained.

City Manager Peacock clarified that this was an informational update only and that he will proceed with issuing the bid and provide an update to the Board at a future meeting.

Item 1.

Director Rumfield arrived at the meeting at 5:36 p.m.

4. Discuss, consider, and possible action regarding the tree management and landscaping within City park

Parks Manager Gill distributed a report identifying tree species suitable for the local area and explained the costs associated with tree installation and maintenance. He noted that the cost per tree ranges from approximately \$600 to \$900. If the Board chooses to move forward with a tree program, he recommended planting 5 to 10 trees per year, with ongoing maintenance costs estimated at approximately \$200 annually per 10 trees.

Director Frazier asked when the program should begin. Parks Manager Gill recommended starting in the spring.

City Manager Peacock stated that this item is not currently included in the budget and would require a budget amendment. He further noted that the Board is currently spending more than its revenue. Additionally, he stated that when the park was originally developed, the City planted approximately 125 trees, most of which have since died and been removed.

Director Dees expressed support for the concept, noting the benefit of additional shade. Parks Manager Gill responded that he could develop a structured program to support the effort but recommended postponing implementation until the next budget year.

Director Gill stated that he will develop potential program options and bring them back to the Board for review.

5. Discussion on the November Parks Department Monthly Report.

Director Gill presented the Parks Department's monthly report.

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.)

- Tree Fundraisers

E. ADJOURN

Director Dees adjourned the meeting at 6:01 pm.

Dustin Dees, President

ATTEST:

Alice Holloway, City Secretary



**Type B Economic
Development Corporation
& Parks Board Agenda
January 12, 2026**

Regular Agenda Item

Agenda Description:

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

Background Information:

Financial Information:

City Contact and Recommendations:

Mike Peacock, City Manager

Attachments:

1. Budget Report for November 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	80,701.88	151,169.41	-548,830.59	21.60 %
	Dept: 81 - Sales taxes Total:	700,000.00	700,000.00	80,701.88	151,169.41	-548,830.59	21.60%
Dept: 86 - Fines and fees							
300-86-410660	Park Pavilion Rental Fees	500.00	500.00	175.00	420.00	-80.00	84.00 %
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	175.00	1,020.00	-12,480.00	7.56%
Dept: 88 - Investment earnings							
300-88-460000	Interest Income	40,000.00	40,000.00	4,364.33	8,957.40	-31,042.60	22.39 %
	Dept: 88 - Investment earnings Total:	40,000.00	40,000.00	4,364.33	8,957.40	-31,042.60	22.39%
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	85,241.21	161,146.81	-592,853.19	21.37%
	Fund: 300 - 4B Economic Development Total:	754,000.00	754,000.00	85,241.21	161,146.81	-592,853.19	21.37%
	Report Total:	754,000.00	754,000.00	85,241.21	161,146.81	-592,853.19	21.37%



City of Joshua, TX

Budget Report
Account Summary

Item 2.

For Fiscal: 2025-2026 Period Ending: 11/30/2025

	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	10,345.36	18,408.65	157,783.35	10.45 %
300-42-500111 Overtime	10,000.00	10,000.00	82.73	2,746.26	7,253.74	27.46 %
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	372.00	372.00	128.00	74.40 %
300-42-500120 Payroll Taxes	2,967.00	2,967.00	156.72	309.81	2,657.19	10.44 %
300-42-500130 Benefits	28,678.00	40,034.00	1,894.95	3,741.79	36,292.21	9.35 %
300-42-500140 TMRS	11,911.00	20,142.00	669.64	1,354.04	18,787.96	6.72 %
300-42-500150 Training & Travel	2,855.00	2,855.00	487.96	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	0.00	0.00	3,348.00	0.00 %
300-42-500220 Office Supplies	500.00	500.00	0.00	0.00	500.00	0.00 %
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	0.00	5,233.00	17,342.00	23.18 %
300-42-500270 Park Supplies & Materials	13,545.00	13,545.00	528.08	528.08	13,016.92	3.90 %
300-42-500275 Field Supplies & Materials	10,590.00	10,590.00	0.00	852.51	9,737.49	8.05 %
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	0.00	101.79	6,948.13	1.44 %
300-42-500311 Vehicle R & M	4,776.86	4,776.86	269.57	531.64	4,245.22	11.13 %
300-42-500320 Equipment R & M	5,648.00	5,648.00	212.27	212.27	5,435.73	3.76 %
300-42-500330 Building R & M	3,493.80	3,493.80	478.71	1,978.71	1,515.09	56.63 %
300-42-500331 Minor Tools	5,945.00	5,945.00	0.00	0.00	5,945.00	0.00 %
300-42-500335 Dept Building R & M	1,000.00	1,000.00	175.91	175.91	824.09	17.59 %
300-42-500340 Irrigation R & M	8,545.00	8,545.00	1,140.40	1,140.40	7,404.60	13.35 %
300-42-500404 Contract Services	3,858.60	3,858.60	87.67	193.31	3,665.29	5.01 %
300-42-500410 Software Maintenance	2,427.72	2,427.72	77.98	203.96	2,223.76	8.40 %
300-42-500605 Lease Payments	29,616.36	29,616.36	1,696.33	3,392.66	26,223.70	11.46 %
300-42-500710 Dept Utilities	9,725.52	9,725.52	359.66	359.66	9,365.86	3.70 %
300-42-500715 Park Utilities	32,879.40	32,879.40	3,220.84	3,220.84	29,658.56	9.80 %
300-42-500750 Mobile Technology	1,421.16	1,421.16	118.43	118.43	1,302.73	8.33 %
300-42-500800 Events	7,000.00	7,000.00	4,557.80	7,726.84	-726.84	110.38 %
300-42-500840 380 Agreement Expenses	10,800.00	10,800.00	975.61	1,638.26	9,161.74	15.17 %
300-42-500876 Supplies	5,459.00	5,459.00	41.90	41.90	5,417.10	0.77 %
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	27,950.52	145,736.77	458,755.57	24.11%
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	27,950.52	145,736.77	775,447.57	15.82%
Fund: 300 - 4B Economic Development Total:	901,597.34	921,184.34	27,950.52	145,736.77	775,447.57	15.82%
Report Total:	901,597.34	921,184.34	27,950.52	145,736.77	775,447.57	15.82%



Type B Agenda
01/12/2026

(Minutes Resolution/Resolution/Ordinance)

Action Item

Agenda Description:

Discuss, consider, and possible action Implementing Field use fee schedule to the city ordinances

Background Information:

Currently there is no fee schedule for field rentals within the city ordinances. Fee schedule is proposed for the rental and usage of the City Parks baseball fields. This would allow for rentals of the fields for public and association use.

Financial Information:

§ A6.002. Joshua Youth Sports Association Field Use Fees.

(a) Player fees per person: \$20.00 each per sport/season.

(b) Camps/Tournament Use: \$80.00 per field per day.

(c) Lights for Tournament Use: \$20.00 per hour.

(d) Trash Can Empty Fee: \$25.00 for each can.

(e) Litter Fee: \$75.00 per hour to clean up.

§ A6.003. Public Use Fees.

(a) Hourly Rental Rate: \$25.00 per hour.

(b) Tournament Use: \$300.00 per field per day (game-ready fields, drug and marked).

(c) Light Use: \$20.00 per hour.

(d) Additional Dragging: \$200.00 each occurrence.

(e) Additional marking: \$50.00 each occurrence.

(f) Camps and Clinics: \$200.00 per day

Item 3.

City Contact and Recommendations:

Steven Gill. Staff recommends the approval of adding the field use fee schedule to the city ordinances

Attachments:

Field use fee schedule

CITY OF JOSHUA, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, AMENDING ARTICLE 1.07, "PARKS AND RECREATION," OF CHAPTER 1, "GENERAL PROVISIONS," OF THE CODE OF ORDINANCES OF THE CITY OF JOSHUA, TEXAS, BY ADDING A NEW SECTION 1.07.0015, "FEES", AND AMENDING SUBSECTION (i), "FISHING," OF SECTION 1.07.009, "ANIMAL REGULATIONS," TO ADDRESS CITY-SPONSORED AND CO-SPONSORED FISHING EVENTS IN CITY PARKS; AMENDING ARTICLE A6.000, "PARK PAVILION RENTAL," OF APPENDIX A, "FEE SCHEDULE," OF THE CODE OF ORDINANCES OF THE CITY OF JOSHUA, TEXAS, BY RENAMING SAID ARTICLE "PARK PAVILION AND PARK USE FEES," AND ADDING A FEE SCHEDULE FOR PARK PAVILION AND PARK USES; MAKING FINDINGS RELATIVE THERETO; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council wishes to amend certain provisions in its park regulations to address fishing events and park use fees in the City's Code of Ordinances to address current park usage issues; and

WHEREAS, the City Council has determined that the amendments referenced in the text of this Ordinance will promote the public health, safety and welfare of the citizens of the City.

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

SECTION 1

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

SECTION 2

From and after the effective date of this Ordinance, Article 1.07, "Parks and Recreation," of Chapter 1, "General Provisions," of the Code of Ordinances of the City of Joshua, Texas, is hereby amended by adding a new Section 1.07.0015, "Fees", to read as follows:

** * *

§ 1.07.0015. Fees.

The City may charge fees for park pavilion and park and field usage, as referenced in the

Appendix to this Code of Ordinances.

* * *

SECTION 3

From and after the effective date of this Ordinance, Subsection (i), "Fishing," of Section 1.07.009, "Animal Regulations," of Article 1.07, "Parks and Recreation," of Chapter 1, "General Provisions," of the Code of Ordinances of the City of Joshua, Texas, is hereby amended to read as follows:

"§ 1.07.009. Animal Regulations.

* * *

- (i) Fishing. Fishing shall be limited to catch and release. Any person fishing must obtain a fishing license from the state's parks and wildlife department. The foregoing provisions do not apply to any City-sponsored or co-sponsored fishing events or tournaments.

* * *

SECTION 4

From and after the effective date of this Ordinance, Article A6.000, "Park Pavilion Fees," of Appendix A, "Fee Schedule," of the Code of Ordinances of the City of Joshua, Texas, is hereby amended to read as follows:

"ARTICLE A6.000 PARK PAVILION AND PARK USE FEES

§ A6.001. Park Pavilion Rental.

- (a) Deposit:
 - (1) Resident: None.
 - (2) Nonresident: \$25.00.
- (b) Pavilion Rental:
 - (1) Resident: \$15.00 for 3 hours + \$5.00 for each additional hour.
 - (2) Nonresident: \$30.00 for 3 hours + \$10.00 for each additional hour

§ A6.002. Joshua Youth Sports Association Field Use Fees.

- (a) Player fees per person: \$20.00 each per sport/season.
- (b) Camps/Tournament Use: \$80.00 per field per day.
- (c) Lights for Tournament Use: \$20.00 per hour.
- (d) Trash Can Empty Fee: \$25.00 for each can.
- (e) Litter Fee: \$75.00 per hour to clean up.

§ A6.003. Public Use Fees.

- (a) Hourly Rental Rate: \$25.00 per hour.
- (b) Tournament Use: \$300.00 per field per day (game-ready fields, drug and marked).
- (c) Light Use: \$20.00 per hour.
- (d) Additional Dragging: \$200.00 each occurrence.
- (e) Additional marking: \$50.00 each occurrence.
- (f) Camps and Clinics: \$200.00 per day

* * *

SECTION 5

If any word, section, article, phrase, paragraph, sentence, clause, or portion of this Ordinance or application thereto to any person or circumstance is held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance; and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity which remaining portions shall remain in full force and effect.

SECTION 6

All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portion of conflicting ordinances shall remain in full force and effect.

SECTION 7

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

SECTION 8

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF JOSHUA, TEXAS, THIS THE 20TH DAY OF NOVEMBER, 2025.

Scott Kimble, Mayor

ATTEST:

Alice Holloway, City Secretary

APPROVED AS TO FORM:

Terrence S. Welch, City Attorney



Type - B Agenda
01/12/2026

(Minutes Resolution/Resolution/Ordinance)

(Action Item)

Agenda Description:

Discuss, consider, and possible action Implementing an updated field use agreement between the City of Joshua and JYSA

Background Information:

The Former field use agreement needed to be updated to include definitions and clear language of terms of use. The new agreement updates the cure periods and defines what is non-curable.

Financial Information:

New agreement reflects lower player fees and tournament fees for JYSA

City Contact and Recommendations:

Steven Gill.

Staff recommends approving updated agreement.

Attachments:

2026 field use agreement draft

Redline equivalent.



CITY OF JOSHUA, TEXAS

PARKS AND RECREATION DEPARTMENT

ANNUAL FACILITY USE AGREEMENT – 2026

This Annual Facility Use Agreement (“Agreement”) is entered into by and between the **City of Joshua, Texas** (“City”) and the **Joshua Youth Sports Association (JYSA)** (“Association”).

This Agreement is executed once per calendar year and governs only the Spring and Fall seasons defined herein, together with limited accommodations for Blast Ball and All-Star activities as expressly stated. **All prior agreements, drafts, policies, and past practices are superseded and void.**

SECTION 1: TERM OF AGREEMENT

This Agreement shall be effective for **Calendar Year 2026**, beginning **January 1, 2026**, and ending **December 31, 2026**.

Execution of this Agreement does not grant year-round or continuous access to City facilities.

This Agreement is **non-transferable**. The Association may not assign, share, sublicense, or otherwise transfer any field use rights granted under this Agreement.

SECTION 2: DEFINED SEASONS

A. Spring Season

February 1 through May 31

B. Fall Season

August 1 through November 30

C. Off-Season Use

Outside of the Spring and Fall Seasons, **all City-owned fields and facilities are closed to the Association by default.** This prohibition includes practices, games, scrimmages, clinics, camps, training sessions, or any other organized activity.

Any off-season use requires:

- Advance reservation
 - **Written approval via official JYSA group text or email**
 - Payment of all applicable fees
-

SECTION 3: AUTHORIZED PROGRAMS

A. Recreational Baseball and Softball

Authorized only during the Spring and Fall Seasons and operated solely as JYSA programs.

B. Blast Ball

- Authorized only during the Spring Season
- Considered part of normal seasonal play
- Subject to all requirements of this Agreement

C. All-Star Programs

- Not a season
 - Permitted only as a limited accommodation
 - Governed by Section 4
-

SECTION 4: ALL-STAR DISCLOSURE, SCHEDULING, AND DURATION

All All-Star field use requires **written disclosure via official JYSA group text or email**, including:

- Program start and end dates
- Team and participant rosters
- Requested fields and schedules

Disclosure must be submitted **at least fourteen (14) calendar days in advance.**

All-Star activities:

- May not extend a season
- May not function as tournaments
- May not host outside organizations
- May not be expanded or repeated without written approval

SECTION 5: ELIGIBLE FIELD USE

Field use is limited strictly to:

- Registered JYSA teams
- Registered JYSA players
- 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.

Limited Scrimmage Exception

One (1) JYSA team vs. one (1) guest team, single-day, non-bracketed, **pre-approved in writing.**

Any activity exceeding this definition is a **tournament.**

SECTION 6: ADMINISTRATIVE REQUIREMENTS

The Association shall provide the City annually and upon request **no later than fourteen (14) days prior to the first scheduled event:**

- Current bylaws
- Current proof of insurance
- Names and contact information for all board members
- Seasonal schedules (changes must be disclosed as they occur)
- Team rosters and player counts
- **Annual background checks for all board members, coaches, managers, and officials**
- Payment of player fees outlined in Section 8
- An annual financial summary or audit, **if required by the City**, prepared by the Association's treasurer or an independent accountant

Failure to provide required documentation may result in suspension of field privileges.

SECTION 7: REQUIRED ASSOCIATION MEETINGS

A. Pre-Season Meeting

A pre-season coordination meeting shall be held prior to each Spring and Fall Season.

B. Post-Season Meeting

A post-season review meeting shall be held following each Spring and Fall Season.

Failure to attend required meetings constitutes non-compliance.

SECTION 8: FEES

All fees are governed by the City of Joshua Fee Schedule:

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

Applicable fees are determined by the **nature of the activity**, not by how the activity is labeled. Reclassification, proxy hosting, or fee avoidance constitutes a material breach.

SECTION 9: JYSA RESPONSIBILITIES – CLEANLINESS & FIELD CARE

A. Trash and Litter

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.

Trash shall not be swept, blown, or pushed onto turf or grass.
Trash bags shall be removed from cans and placed in on-site dumpsters.

B. Restrooms and Concession Areas

Restrooms shall be cleaned after each event.

The inside and outside of the concession building shall be kept clean and organized.

C. Cleanup Deadline

All trash and litter must be removed **no later than 12:00 noon the day following an event.**

D. Training Aids and Equipment

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.

SECTION 10: FIELD MAINTENANCE – GAME PREPARATION

A. Infield Dirt Management

Infield dirt shall be raked **away from grass and turf edges at all times.**

Raking toward grass or turf is prohibited.

B. Game Preparation

The Association shall:

- Chalk foul lines
- Set bases properly
- Clean base sleeves prior to placing bases
- Prepare fields for safe play

C. Pitcher's Mounds

Portable mounds shall be moved to designated storage when not in use.

Pitcher's mounds shall never be left on turf or grass.

D. City Maintenance Disclaimer

The City provides routine maintenance as staffing, weather, and conditions allow. Maintenance is not guaranteed and does not authorize additional use or relieve the Association of its responsibilities.

E. Field Closure

The City may close fields when conditions require closure, including weather, field conditions, maintenance, safety, City use, or emergencies. Closures do not guarantee make-up dates and do not relieve Association responsibilities.

SECTION 11: SERVICE FEES & COST RECOVERY

If City staff performs cleanup or corrective work due to Association non-compliance, applicable service fees may be assessed.

SECTION 12: CONCESSION BUILDING – OFF-SEASON STORAGE

Outside Spring and Fall Seasons:

- All inventory and supplies must be removed
 - The building may not be used for storage
 - Empty refrigerators and ice makers may remain
 - Ice makers must be turned off and drained
-

SECTION 13: FACILITY KEYS & ACCESS CONTROL

Keys may be issued, at the City's discretion, only to:

- President
 - Baseball Director
 - Softball Director
 - Concession Manager
-

Any other key access requires **written City approval via official JYSA group text or email.**

SECTION 14: PARK RULES & CONDUCT

- Vehicles shall remain in designated parking areas
- **No smoking within fields or facilities covered by this Agreement**

- All posted rules shall be followed
-

SECTION 15: SPONSOR SIGNS, GATE FEES & LIGHT USE

Sponsor signage, gate fees, or extended light use require prior written City approval.

SECTION 16: INSURANCE

The Association shall maintain:

- \$1,000,000 Commercial General Liability coverage
- City named as Additional Insured
- Carrier rated A:VII or better

Failure to maintain coverage results in immediate suspension.

SECTION 17: INDEMNIFICATION

The Association shall indemnify and hold harmless the City of Joshua, its officials, and employees from all claims arising from Association activities, to the extent allowed by Texas law.

SECTION 18: DEFAULT & ENFORCEMENT

Non-curable defaults include unauthorized use, prohibited hosting, proxy hosting or proxy use, fee avoidance, facility misuse, field damage, and key misuse. The City may immediately suspend or terminate privileges.

SECTION 19: NO VERBAL OR PAST PRACTICE DEFENSE

Past practices, informal permissions or verbal communication do not modify this Agreement. Only written approvals via official JYSA group text or email are valid.

The City may amend this Agreement as necessary, and any amendment shall be made in writing and provided to the Association for inclusion as part of this Agreement.

SIGNATURES

City of Joshua, Texas

Parks Manager _____ Date _____

City Manager _____ Date _____

Joshua Youth Sports Association

President _____ Date _____

APPENDIX A

DEFINITIONS AND INTERPRETATION (CONTROLLING)

The following definitions apply throughout this Agreement. Capitalized terms used in this Agreement shall have the meanings set forth below. If a conflict exists between common usage and these definitions, **these definitions shall govern.**

Authorized Programs

Programs expressly permitted under the Agreement, limited to recreational baseball, recreational softball, Blast Ball (Spring Season only), and approved All-Star activities. Any activity not expressly authorized is prohibited.

See: Sections 3, 4, 5, 8

Authorized Use

Field or facility use that:

1. Occurs during an approved Spring or Fall Season or approved off-season reservation;
2. Involves only registered JYSA teams and players or approved interlock play; and
3. Has received all required written approvals.

See: Sections 2, 5, 8, 19

Blast Ball

A JYSA-administered introductory baseball program conducted **only during the Spring Season**. Blast Ball is not a separate season and may not be expanded, repeated, or extended without written approval.

See: Sections 3(B), 5, 19

All-Stars / All-Star Programs

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.

See: Sections 3(C), 4, 5, 19, 20

Expand or Repeat

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.

See: Sections 2(C), 4, 19

Field Use

Any organized, scheduled, supervised, advertised, or Association-related activity occurring on City athletic fields or facilities, including practices, games, scrimmages, clinics, camps, or events.

See: Sections 2, 5, 9, 19

Hosting / Hosted Event

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.

See: Sections 5, 15, 19

Interlock / Interlocking League Play

League competition in which JYSA is a recognized participating league competing against other leagues under a shared governing framework.

See: Sections 5, 8, Appendix (Tournament)

Litter

Any trash, debris, or waste generated by Association activities, including food waste, wrappers, bottles, peanut shells, sunflower seed shells, or similar materials, regardless of whether sold or provided by JYSA.

See: Sections 9(A), 9(C), 11

Off-Season

Any date outside the defined Spring Season or Fall Season.

See: Sections 2(C), 12, 19

Past Practice

Any prior action, permission, tolerance, or pattern of conduct occurring before or outside the current Agreement. Past practice does not create authorization, modify this Agreement, establish precedent, or waive requirements.

See: Sections 2(C), 20

Proxy Hosting / Proxy Use

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.

See: Sections 5, 15, 19

Reclassification

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).

See: Sections 4, 5, 8, 19

Scrimmage

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.

See: Sections 5, Appendix (Tournament)

Sponsor / Sponsorship

Any individual, business, or entity providing financial support, goods, services, or consideration to JYSA in exchange for recognition, advertising, signage, or acknowledgment.

See: Section 15

Tournament

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.**

See: Sections 5, 8, 15, 19

Unauthorized Use

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.

See: Sections 2, 4, 5, 19

Written Approval

Approval documented **in writing** and communicated **via official JYSA group text or email**. Verbal approvals, informal conversations, silence, or assumptions are not valid.

See: Sections 2(C), 4, 5, 15, 20

Written Disclosure

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.

See: Sections 4, 6, 20

DRAFT

REDLINE-EQUIVALENT SUMMARY

2026 Joshua Youth Sports Association (JYSA) Facility Use Agreement

Comparison to 2025 Agreement

EXECUTIVE SUMMARY

The 2026 Agreement **does not change the City–Association relationship**, but **clarifies expectations, closes enforcement loopholes, and aligns responsibility with actual use** of City fields. Most changes were made to address recurring issues with off-season use, hosting of outside teams, cleanup responsibilities, and enforcement delays.

1. STRUCTURE & SCOPE

2025 Agreement

- Framed as an “annual agreement”
- Seasons referenced but **off-season use not clearly prohibited**
- Relied heavily on **past practice and informal coordination**
- Included a City Field Maintenance Exhibit that implied guaranteed service

2026 Agreement

- Clearly **season-based** (Spring / Fall only)
- **Off-season use explicitly prohibited by default**
- All permissions must be **written**
- Prior agreements, drafts, and past practices **explicitly superseded**
- Maintenance obligations clarified and **not guaranteed**

Why this matters:

This restores City control over scheduling, turf protection, and liability while eliminating ambiguity that previously allowed year-round use.

2. OFF-SEASON USE (CLARIFIED & RESTRICTED)

2025 Agreement

- Allowed “additional field use with mutual consent”
- No express prohibition on off-season practices or training
- Led to year-round use by default

2026 Agreement

- Off-season defined and **closed by default**
- Includes practices, games, scrimmages, clinics, camps, and training
- Requires **advance reservation + written approval**

Why:

Prevents uncontrolled wear, staff conflict, and disputes over “practice-only” use.

3. WRITTEN APPROVAL STANDARD (NEW & EXPLICIT)

2025 Agreement

- Referenced “written consent” inconsistently
- No defined method of approval
- Allowed disputes over who approved what

2026 Agreement

- Defines **Written Approval** as:
 - In writing
 - Via official JYSA group text or email
- **Verbal approvals and past practice explicitly invalid**

Why:

Protects staff, creates a clear record, and eliminates “someone said yes” arguments.

4. BLAST BALL & ALL-STARS (SEPARATED AND DEFINED)

2025 Agreement

- Did not distinguish All-Stars as separate from normal season.

- All-Stars often extended seasons informally
- Did not reference blast ball as part of spring season

2026 Agreement

- **Blast Ball:** Spring-only, part of normal season
- **All-Stars:** Limited post-season accommodation
- Requires **14-day advance disclosure**
- Cannot extend seasons, host tournaments, or expand without approval

Why:

Stops season creep and protects turf while still allowing youth advancement play.

5. TOURNAMENTS, HOSTING & OUTSIDE TEAMS (MAJOR CLARIFICATION)

2025 Agreement

- Prohibited subletting but did not define hosting methods
- Tournament fees applied per team but were easy to avoid
- No clear standard for “hosting” or “reclassification”

2026 Agreement

- Defines **Tournament** clearly
- Requires **50% interlock teams AND players** for JYSA rates
- Prohibits **proxy hosting** (using JYSA to give access to others)
- Prohibits **reclassification** to avoid fees or restrictions

Why:

Prevents outside leagues from using City fields under another organization’s name and ensures fair cost recovery.

6. FEES (RESTRUCTURED, NOT EXPANDED)

2025 Agreement

- \$24/player maintenance fee
- \$100 per team tournament fee
- Fee enforcement relied on end-of-season audits

2026 Agreement

- \$20/player per season
- \$80 per field per day for tournaments
- Light use and cleanup fees clarified
- Fees based on **actual activity**, not labels

Why:

Simplifies billing, improves transparency, and aligns fees with actual field impact.

7. CLEANLINESS & CONCESSIONS (RESPONSIBILITY SHIFTED CLEARLY)

2025 Agreement

- City responsible for trash removal during weekdays
- Association had 24-hour cure period for trash
- Led to disputes over responsibility

2026 Agreement

- Association responsible for **all trash generated by its events**
- Includes peanut and sunflower seed shells
- **Noon next-day cleanup deadline**
- City cleanup does **not excuse responsibility**
- Off-season building storage prohibited (except empty refrigerators/ice makers)

Why:

Eliminates recurring cleanup disputes and protects City resources.

8. FIELD PREP & TURF PROTECTION (NEW DETAIL)

2025 Agreement

- General raking guidance
- Allowed storage of mounds on infield or turf

2026 Agreement

- Infield dirt must be raked **away from grass**

- Pitcher mounds **may not remain on turf**
- Base sleeves must be cleaned
- No equipment left on turf or grass

Why:

Directly addresses turf damage and long-term repair costs.

9. CITY MAINTENANCE & FIELD CLOSURE (CLARIFIED)

2025 Agreement

- Included a maintenance exhibit guaranteeing routine service
- Closure language limited and procedural
- This leads to disputes over field maintenance schedules.

2026 Agreement

- Maintenance provided **as available**, not guaranteed
- City may close fields for weather, conditions, maintenance, safety, or City use
- Closures do not guarantee make-ups

Why:

Protects City liability and supports safety-first decisions.

10. CURE PERIODS & ENFORCEMENT (IMPORTANT CHANGE)

2025 Agreement

- Required **30-day notice** with **10-day cure**
- Allowed ongoing misuse during cure periods
- Relied on warnings and repeated extensions

2026 Agreement

- **Removes guaranteed cure periods** for serious violations
- Identifies **non-curable violations**, including:
 - Unauthorized or off-season use
 - Proxy hosting

- Prohibited tournaments
- Reclassification to avoid fees
- Facility misuse or field damage
- Key misuse
- City retains discretion for minor issues

Why:

Serious violations cannot be “fixed later.” This change allows the City to protect fields and act when misuse occurs, while still allowing flexibility for minor operational issues.

11. DEFINITIONS APPENDIX (NEW)

2025 Agreement

- Relied on informal understanding of terms

2026 Agreement

- Adds a **controlling Definitions Appendix**
- Defines terms such as:
 - Tournament
 - Proxy Hosting
 - Reclassification
 - Unauthorized Use
 - Written Approval

Why:

Prevents loopholes and reduces disputes over interpretation.

WHAT DID NOT CHANGE (IMPORTANT FOR COUNCIL)

- Youth sports are still supported
- The City is not taking over association operations
- City still manages the facilities
- Enforcement remains discretionary
- No automatic penalties or fines
- No reduction in access during approved seasons

FINAL TAKEAWAY

“The 2026 Agreement modernizes and clarifies the rules we were already trying to enforce. It closes loopholes that caused repeated disputes, protects City fields, and gives staff the ability to act when misuse occurs—without changing the core relationship with youth sports.”

PARK REPORT December

PARK: Joshua City Park and Ballfield

INSPECTED BY: Steven Gill

11/20/2025

TOTAL % SCORE

RATING 1-5 rating

94.2%

CHECKED	N/A	***** TURF AND MOWING STANDARDS *****	(1-5)	COMMENTS
	N/A	1. Irrigation operational and inspected.	0	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 going dormant. Mowing has gone to bi-weekly
yes		3. loose trash picked up daily	5	
yes		4. weeds treated: high traffic areas, park fences, rock beds (areas are weed-free)	4	
yes		5. Fire ants and pests treated.	5	
0	0		19	POSSIBLE SCORE: 20
COMMENTS:				% AVERAGE: 95.0%

CHECKED	N/A	***** 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	4	2 lights are burned out. Repairs scheduled for January
yes		5. Restrooms cleaned daily	5	
yes		6. All amenity/signage checked and maintained	5	
yes		7. Playground inspected and considered safe	5	Inspected 01/05
yes		8. Concrete walkways cleaned	5	
yes		9. Sporting areas cleaned and free of litter daily	3	excess litter was found around fields. Staff cleaned area immediately
	N/A	10. Splash pad inspected daily	0	splash pad is off for the season
0	0	SUB-TOTALS	42	POSSIBLE SCORE: 45
COMMENTS:				% AVERAGE: 93.3%

CHECKED	N/A	***** ADDITIONAL PROJECTS AND REPAIRS *****	(1-5)	COMMENTS
	N/A	1. Staff prepped 100 fishing rods for kids fishing event	5	
	N/A	2. Staff worked Kids fishing event 01/10/2026	5	
	N/A	3. Staff took down Christmas decorations and City hall tree	5	
	N/A	4. debris, brush, and dead trees removed at city hall rear parking area.	5	
	N/A	5. Staff removed raise edges on Ballfields	5	
	N/A	6. Ballfields treated for winter weeds	5	
	N/A	7. Ballfields graded using new laser grader.	5	
	N/A	8. Staff performed housekeeping and winter equipment maintenance.		
	N/A			
0	0	SUB-TOTALS	35	POSSIBLE SCORE: 35
COMMENTS:				% AVERAGE: 100.0%

SUB-TOTALS FROM ALL CHECKLISTS		
Maintenance Standard		Rating
Turf and Mowing Standards		95.0%
General Standards		93.3%
Additional Project and Repairs		100.0%
Park Certification Total Score		94.2%