



**AGENDA**  
**FLOWER MOUND PARKS BOARD**  
**REGULAR MEETING**  
**AUGUST 6, 2020**

**FLOWER MOUND TOWN HALL**  
**2121 CROSS TIMBERS ROAD**  
**FLOWER MOUND, TEXAS**

**6:30 P.M.**

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AN AGENDA INFORMATION PACKET IS AVAILABLE FOR PUBLIC INSPECTION  
ONLINE AT [WWW.FLOWER-MOUND.COM/AGENDA/AGENDA.PHP](http://WWW.FLOWER-MOUND.COM/AGENDA/AGENDA.PHP)  
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There will be limited seating in Jody Smith Hall to allow for social distancing

Meeting participants may be asked to wait in the lobby until their name is called

Comments regarding any item on this agenda can be sent to the Parks Board by  
Emailing: [Parks@flower-mound.com](mailto:Parks@flower-mound.com) or Calling: 972.874.6005

***All pagers and cell phones must be turned off in the Council Chambers.***

**A. CALL REGULAR MEETING TO ORDER**

**B. INVOCATION**

**C. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG AND TO THE TEXAS FLAG  
*"Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."***

**D. PUBLIC COMMENTS**

To speak to the Parks Board during public comment, please fill out a [comment form](#).

- Turn in form to the Administrative Assistant prior to the time the meeting is scheduled to begin and up to when the public comment portion of the meeting has concluded
- Speakers are limited to 3 minutes; a tone will sound at 30 seconds left and when time has expired
- Please state your name and address when speaking

The purpose of this item is to allow the public an opportunity to address the Parks Board on issues that are not indicated as a "Public Hearing" on this agenda. Issues regarding daily operational or administrative matters should first be dealt with by calling Parks & Recreation at 972-874-6300 during business hours.

**E. PRESENTATIONS**

- As prescribed in the Youth Sports Facility Agreement, a report will be given by the Flower Mound Lacrosse Association (FMLA), of the association's operations in regard to youth lacrosse.

- As prescribed in the Youth Sports Facility Agreement, a report will be given by the Cross Timbers YMCA of the association's operations in regard to youth basketball and youth volleyball.

**F. DIRECTOR'S REPORT**

- Update and status report related to Parks and Recreation issues.

**G. CONSENT AGENDA**

This agenda consists of non-controversial or "housekeeping" items required by law. Items may be removed from the Consent Agenda by any Board member by making such request prior to a motion and vote on the Consent Agenda.

1. Consider approval of the minutes from a regular meeting of the Parks Board held on June 4, 2020.

**H. REGULAR ITEMS**

2. Consider recommending approval for Town Manager consideration a Youth Sports Facility Agreement with the Cross Timbers YMCA for facility usage from September 1, 2020 through August 31, 2025.

**I. COORDINATION OF CALENDARS AND FUTURE AGENDAS/MEETINGS**

- The next regular meeting of the Parks Board is scheduled for September 3, 2020.

**J. ADJOURN REGULAR MEETING**

I do hereby certify that the Notice of Meeting was posted on the bulletin board in Town Hall of the Town of Flower Mound, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: July 31, 2020 at 3:00 P.M. at least 72 hours prior to the scheduled time of said meeting.



**Jade Olson, Administrative Assistant**



## PARK BOARD AGENDA ITEM NO. 1

### CONSENT ITEM

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**DATE:** August 6, 2020

**FROM:** Jade Olson, Administrative Assistant

**ITEM:** Consider approval of the minutes from a regular meeting of the Parks Board held on June 4, 2020.

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**BACKGROUND INFORMATION:** The Parks Board held a regular meeting June 4, 2020.

**BOARD REVIEW/CITIZEN FEEDBACK:** N/A

**ALTERNATIVES/OPTIONS:** N/A

**FISCAL IMPACT:** N/A

**LEGAL REVIEW:** N/A

**ATTACHMENTS:**

1. Draft minutes from the June 4, 2020 Regular Meeting of the Park Board.

**DRAFT MOTION:** Move to approve as presented in the agenda caption.

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**THE TOWN OF FLOWER MOUND PARKS BOARD REGULAR MEETING HELD ON THE 4<sup>TH</sup> DAY OF JUNE 2020, IN THE FLOWER MOUND TOWN HALL, LOCATED AT 2121 CROSS TIMBERS ROAD IN THE TOWN OF FLOWER MOUND, COUNTY OF DENTON, TEXAS AT 6:30 P.M.**

The Parks Board met in a regular session with the following members present:

Dale Olson	Place 1
Allen Pichon	Place 2
Teresa Thomason	Place 3 – Chair
Rick Kenyon	Place 4 – Vice-Chair
Jodi Seay	Place 5
Mark Mayer	Place 6
Jennifer Romaszewski	Place 7
Andrew Cummings	Place 8 – Alternate
Holly Royer	Place 10 – Alternate

The following Board members were not in attendance:

Scott Langley	Place 9 – Alternate
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The following members of Town Staff were in attendance:

Chuck Jennings	Director of Parks and Recreation
Mark Long	Recreation Superintendent
Clayton Litton	Parks Superintendent
Kari Biddix	Park Development Manager
John Habern	Parks, Trails & Landscape Specialist
Krissi Oden	Community and Cultural Arts Program Manager
Jade Olson	Administrative Assistant

**A. CALL REGULAR MEETING TO ORDER – 6:30 P.M.**

**B. INVOCATION – Mark Mayer**

**C. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG AND THE TEXAS FLAG**

**D. PUBLIC COMMENTS**

N/A

**E. PRESENTATIONS**

Krissi Oden, Community and Cultural Arts Program Manager, updated the Board with the design chosen for the Gerault Park pavilion mural.

**F. DIRECTOR'S REPORT**

**Chuck Jennings, Director of Parks and Recreation** had the following announcements:

- Congratulated Clayton Litton on working 30 years for the Town of Flower Mound.

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- All playground, drinking fountains, and restrooms were reopened May 18<sup>th</sup>.
  - Trails, parks, pavilions, tennis courts, benches, and picnic tables remained open throughout the Governor's order. Staff placed signs and the electronic reader board at parks and along trails reminding people to social distance.
  - The Splash Pad is still closed and will reopen when the Governor allows aquatic facilities to reopen at 100%.
  - The Independence Fest has been canceled due to Covid-19.
  - The pecan tree at the CAC has died and was removed.
  - Peters Colony Memorial Park design contract with Mesa has been tabled twice by Town Council and will be on the June 15<sup>th</sup> meeting.
  - The Hound Mound restroom and additional parking project is under design and will go out to bid in September.
  - The bridge and trail from the Riverwalk to Gaston Park on the Pink Evening Primrose Trail is under design.
  - All members of the public are encouraged to submit written comments and suggestions before June 26<sup>th</sup> for the Master Plan for Grapevine Lake.
  - Canyon Falls design is close to 100% complete and hope to have the project out to bid in August or September. The OPCC has come in over budget so staff is looking at ways to value engineer the project and if additional resources could be made available from Park Development Funds.
  - Rheudasil Park bids came in higher than budgeted and similar to Canyon Falls staff is looking at ways to value engineer the project and see if additional resources from the CDC (4B) could be made available. The boardwalk will be placed as a bid option and not part of the base bid.
  - The Trails Master Plan has been delayed due to Covid-19.

**Mark Long, Recreation Superintendent**, had the following announcements:

- Thanked Chuck and Town Managements leadership throughout the Covid-19 restrictions.
- Difficult decisions had to be made as far as staffing early on.
- Staff has been tasked with a comprehensive plan to get back to normal that is able to be adjusted on the fly.
- The CAC was closed on March 14<sup>th</sup> for two months.
- The CAC is now open at reduced programming at 25% and reduced hours 7am – 7pm Monday through Saturday.
- There is a plan to open all areas of the CAC on July 4<sup>th</sup>.
- Day Camps will begin on July 6.
- Staff is working on a plan to reintroduce programs, camps, and Group Ex in July.
- Repairs and aesthetic changes were made while the CAC was closed.
- Jaimie Jaco-Cooper and staff were thanked for serving over 3,300 individuals through the lunch program.
- SIM closed on March 14<sup>th</sup>. There is not a date set to reopen.
- Staff stayed in contact with Senior Center members daily.
- Chalk the Walk is Saturday.
- Krissi Oden was reclassified to Community and Cultural Arts Program Manager. Krissi hosted a zoom arts live event.
- The 3 latest traffic boxes have been wrapped.

- Twin Coves Park was closed due to flooding and reopened on May 18<sup>th</sup>. The park has been at 75% capacity or more during the weekdays and 100% capacity on the weekends.
- Twin Coves has been offered and selected by Cook Children's injury prevention team to receive one of their loaner life jacket stations. Twin Coves Park manager is working with Brandon Barth on details along with creating a Manager's Communication to start the process.
- Due to Covid-19, both Flower Mound Track Club and the Blue Finn Swim Team will not be participation this summer. TAAF officially canceled their Summer Games of Texas on May 18<sup>th</sup>.
- Staff is registering for summer adult kickball and softball. Leagues are slated to begin the week of June 15<sup>th</sup>. Return to play safety guidelines will be given to all teams.
- Bad Dawg Tennis began their summer camps and class on June 1<sup>st</sup>.
- FYMSA will be hosting their annual AAYBA World Series for two weeks beginning June 13<sup>th</sup> through June 26<sup>th</sup>.

**Kari Biddix, Park Development Manager** gave an update on CIP Projects:

- Lakewood Park improvements have been completed.
- The next two parks with improvements are Pecan Orchard Park and Chinn Chapel Soccer Complex.

## **G. CONSENT AGENDA**

- 1. Consider approval of minutes from a regular meeting of the Parks Board held on March 5, 2020.**

### **Board Deliberation**

Board Member Pichon moved to approve as presented in the agenda caption. Board Member Olson seconded the motion.

## **VOTE ON THE MOTION**

**AYES: Olson, Pichon, Seay, Kenyon, Mayer, Romaszewski**  
**NAYS: None**

## **H. REGULAR ITEMS**

- 2. Consider approval of a request from Humane Tomorrow to hold Fido Fest at Heritage Park.**

### **Staff Presentation**

Mark Long – Recreation Superintendent

### **Board Deliberation**

Vice Chair Kenyon moved to approve as presented in the agenda caption. Board Member Pichon seconded the motion.

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**VOTE ON THE MOTION**

**AYES:** Romaszewski, Mayer, Kenyon, Seay, Pichon, Olson  
**NAYS:** None

3. Consider recommending to Planning and Zoning Commission and Town Council Park Land Dedication and Park Development Fee requirements for the Silveron Park PD-171 (Graham Tract) planned development generally located east of Lakeside Village Blvd. and south of Long Prairie Rd.

**Staff Presentation**

John Habern – Parks, Trails & Landscape Specialist

**McAdams**

Ron Stewart, Randi Rivera

**Board Deliberation**

Vice Chair Kenyon moved to approve the minimum allowance for areas 1, 2, and 3 as presented and areas 4 and 5 as drawn.

-and-

Moved for the Park Development Fees as provided not to exceed \$613,899 with the exception of the driveway that is circled in area 5 is removed. Board Member Mayer seconded the motion.

**VOTE ON THE MOTION**

**AYES:** Olson, Pichon, Seay, Kenyon, Mayer, Romaszewski  
**NAYS:** None

4. Consider approval of a recommendation of parks projects to be funded by the Community Development Corporation in fiscal year 2020-2021 using 4B sales tax revenue and incorporate park projects for FY 2022-2025 into the Town's Five-Year Capital Improvement Projects list.

**Staff Presentation**

Chuck Jennings – Director of Parks and Recreation

**Board Deliberation**

Board Member Pichon moved to approve as presented in the agenda caption. Board Member Mayer seconded the motion.

**VOTE ON THE MOTION**

**AYES:** Romaszewski, Mayer, Kenyon, Seay Pichon, Olson  
**NAYS:** None

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**I. COORDINATION OF CALENDARS AND FUTURE AGENDAS/MEETINGS**

- The next regular meeting is scheduled for July 2, 2020.

**J. ADJOURNMENT**

Vice Chair Kenyon made a motion to adjourn the meeting. Board Member Mayer seconded the motion.

Chair Thomason adjourned the Regular Meeting at 9:34pm.

**TOWN OF FLOWER MOUND, TEXAS**

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**Teresa Thomason, Chair**

**ATTEST:**

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**Jade Olson, Administrative Assistant**





## Parks Board AGENDA ITEM NO. 2

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**DATE:** August 6, 2020

**FROM:** Matt Chutchian, Athletics Supervisor

**ITEM:** Consider recommending approval for Town Manager consideration a Youth Sports Facility Agreement with the Cross Timbers YMCA for facility usage from September 1, 2020 through August 31, 2025.

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**Background Information:** As prescribed by the Youth Sports Task Force, the Town developed a Request For Proposal (RFP) seeking interested parties to provide the services of youth basketball and volleyball leagues for the Town. On June 30, 2020, the Town began advertising the RFP and continued to accept proposals from interested parties until July 10, 2020. The RFP was posted on the Town's website, promoted through social media, and the current provider Cross Timbers YMCA (YMCA) was invited to submit a proposal. As of the deadline the Town only received one proposal; the YMCA.

Parks and Recreation staff reviewed the proposal from the YMCA to ensure they met all requirements of the RFP. After reviewing the proposal, staff determined that the best course of action was to continue with the YMCA as the provider of youth basketball and volleyball. The YMCA has been serving the youth basketball/volleyball community for the Town since 2010. The YMCA provides opportunities for multiple levels of youth basketball and volleyball within our community. The primary focus of the program is to offer recreational leagues in both basketball and volleyball, while at the same time offering a competitive component to individuals and teams who desire a higher level of play. Currently, the YMCA offers both basketball/volleyball leagues for youth in kindergarten through middle school. On average the YMCA registers 1500 participants in the winter/spring basketball league, and approximately 600 youth in the fall and spring volleyball programs.

The proposed agreement with the YMCA outlines the use of Town and Lewisville Independent School District (LISD) facilities. The term of the agreement will be five (5) years, beginning on September 1, 2020 through August 31, 2025. The proposed agreement language is similar to the current agreement and reflects the findings and recommendations of the Youth Sports Task Force approved by the Town Council on March 1, 2004. To date, the YMCA has complied with the parameters set forth in the current agreement that was approved by the Town Manager in September of 2015. The agreement can be terminated with or without cause by either party by giving 30 days written notice to the other party.

Additional highlights in the Agreement include addressing such issues as refunds, bad checks, registration process, addressing grievances, coach's certification, quality of services rendered, background checks, indemnification, termination of agreement, and payment schedule of fees owed to the Town.

**Fiscal Impact:** \$14,000 to the Town annually

**Legal Review:** No alteration to the legal content of this proposed agreement was made, which had originally been approved by Taylor, Olson, Adkins, Sralla, & Elam L.L.P.

**Attachment:**

1. Youth Basketball and Volleyball Contract



## **Parks Board AGENDA ITEM NO. 2**

2. Proposal from Cross Timbers YMCA

**Recommendation:** Move to approve as presented in the agenda caption.

**YOUTH BASKETBALL AND VOLLEYBALL CONTRACT  
WITH  
CROSS TIMBERS FAMILY YMCA**

THIS CONTRACT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas (hereinafter referred to as “TOWN”), acting by and through its Town Manager or his designee, and the **YMCA OF METROPOLITAN DALLAS, DBA THE CROSS TIMBERS FAMILY YMCA**, whose address is 2021 Cross Timbers Road (hereinafter referred to as “YMCA”).

WITNESSETH:

WHEREAS, TOWN desires to obtain personal services necessary to provide youth basketball and volleyball programming to the residents of the Town (hereinafter referred to as “Services”); and

WHEREAS, TOWN and LISD are in current negotiations to enter into a new Interlocal Cooperation Agreement for Joint Use Of Property (“ICA”) regarding the use of LISD facilities (identified herein-below as “Contract Facilities”) for the provision of youth basketball and volleyball programming; and

WHEREAS, YMCA is a non-profit 501(c)(3) corporation organized under the laws of the State of Texas and qualified to provide such Services and desires to provide such Services for TOWN in exchange for the ability to provide a public service and collect fees to offset its expenses as provided herein-below;

NOW, THEREFORE, IN CONSIDERATION of the covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto do mutually agree as follows:

**I.  
Scope of Services**

YMCA shall provide youth basketball and volleyball leagues during the calendar year (“Services”). At selected times; the YMCA will be allowed to offer camps, tournament, sport specific instructional programs, and clinics outside of the league format (collectively “Events”) so long as there are Contract Facilities available. In no event may YMCA subcontract the Services to be performed under this Contract

**II.  
Term**

The term of this Contract shall be for a period of five (5) years beginning on September 1, 2020 and ending on August 31, 2025.

**III.**  
**Termination**

Neither the TOWN nor the YMCA may terminate this Contract while engaged in Services during an active Season, but may terminate this Contract upon thirty (30) days written notice prior to the end of an active Season, or with thirty (30) days written notice when not in an active season. In no event shall any suspension give rise to any claim against TOWN by YMCA, whether for lost profits, costs, overhead or any other reason.

Within thirty (30) days after the end of the final Season, there will be a review between the TOWN and YMCA.

**IV.**  
**“Contract Facilities”**

For purposes of this Contract, YMCA may use the following LISD facilities by and through the Town’s ICA with LISD for so long as the ICA is effective and such Contract Facilities are available:

1. <b>Bluebonnet Elementary School</b>	11. <b>Vickery Elementary School</b>
2. <b>Bridlewood Elementary School</b>	12. <b>Wellington Elementary School</b>
3. <b>Donald Elementary School</b>	13. <b>Briarhill Middle School</b>
4. <b>Flower Mound Elementary School</b>	14. <b>Downing Middle School</b>
5. <b>Forest Vista Elementary School</b>	15. <b>Forestwood Middle School</b>
6. <b>Garden Ridge Elementary School</b>	16. <b>Lamar Middle School</b>
7. <b>Liberty Elementary School</b>	17. <b>McKamy Middle School</b>
8. <b>Old Settlers Elementary School</b>	18. <b>Shadow Ridge Middle School</b>
9. <b>Prairie Trail Elementary School</b>	19. <b>Flower Mound High School</b>
10. <b>Timber Creek Elementary School</b>	20. <b>Marcus High School</b>

Additional locations may be added upon approval of LISD and TOWN with written consent of YMCA.

**V.**  
**Condition of Contract Facilities**

In consideration for the privilege of using the Contract Facilities, during the term of this Contract, YMCA agrees to be solely responsible for the inspection or maintenance of the Contract Facilities that are used by recipients of Services, but only during the period of YMCA's use of the Contract Facilities. YMCA shall use its best efforts to prevent damage to any part or portion of a Contract Facility. If, however, any part or portion of a Contract Facility becomes damaged during YMCA use of said Contract Facility, YMCA shall immediately notify the appropriate LISD representative and TOWN’s Director of Parks and Recreation or his designee of such damage and make arrangements for the prompt repair of such Contract Facility. YMCA shall also notify the appropriate LISD representative and TOWN’s Director of Parks and Recreation or his designee of any existing or developing hazardous or dangerous condition within and about a Contract Facility.

In further consideration for the privilege of using the Contract Facilities, YMCA specifically assumes any and all liability that may arise due to premises defects upon any or all improvements which exist on the Contract Facilities at the time of execution of this Contract, or any and all improvements which are constructed thereafter related to or arising out of YMCA's use, excluding normal wear and tear. YMCA agrees to accept the Contract Facilities in the condition in which they are found. YMCA reserves the right to discontinue Services provided at one (1) or more Contract Facilities if the specified Contract Facilities are deemed unsafe or unsuitable for intended Services with ten (10) days written notice and the opportunity for LISD to cure such situation. TOWN and LISD hereby disclaim and YMCA hereby accepts TOWN's and LISD's disclaimer of any warranty, express or implied, of the conditions or fitness for use of any portions of the Contract Facilities.

## **VI.** **Preparation of Contract Facilities for YMCA Use**

Preparation of the Contract Facilities for YMCA's activities and clean-up of the Contract Facilities following such activities shall be the primary responsibility of YMCA. YMCA agrees that it will, following each use of the Contract Facilities, restore same to as good a condition as existed prior to such use by YMCA.

## **VII.** **LISD Fees**

As payment for the rights to use the Contract Facilities granted hereunder and through the ICA, YMCA agrees to collect and pay fees to LISD for the actual use and/or scheduled use of each Contract Facility to cover the cost for a gymnasium, gymnasium supervisor and custodial services for the time period each such Contract Facility is used as set forth in the ICA. At present such fees are \$10 per hour for a high school gymnasium, \$8 per hour for a middle school gymnasium, \$5 per hour elementary school gymnasium with a \$20.00 per hour fee for a gymnasium supervisor. In addition, a custodial fee of \$20.00 per hour may be applicable and is at the sole discretion of LISD for the actual use of each Contract Facility by YMCA. All referenced fees may be subject to price increase. Such gymnasium rental, supervisor and custodial fees shall be due and owing directly to LISD and shall be paid to LISD by the specified date on which LISD requires payment.

## **VIII.** **TOWN Fees**

A. YMCA shall also collect and pay to TOWN a participation/facility usage fee as ("Fees") required in the applicable TOWN ordinance. Fees shall be charged for each player for each season during the Term of this Contract. The fees for residents shall be \$2 per player. The Fees for non-residents shall be \$14 per player. The amount of fees to be collected and paid to the Town may be amended during any Season and such increased Fees shall apply to next applicable Season. Fees shall be due and owing no later than sixty (60) days after the first regularly scheduled game of the applicable Season. If requested, supporting documentation for Fees, such as individual participant names and residency status, shall be made available to TOWN no later than fifteen (15) business days from the date of request. Residency status shall be determined

based on residency within the corporate limits of TOWN. In the event of any dispute regarding residency of a participant, the decision of TOWN's representative shall be final.

B. YMCA shall also be responsible for the collection and remittance to TOWN of all charges and collected amounts related to any Events that are conducted during or outside the normal scope of activities at Contract Facilities. The parties specifically agree that payment of a lump sum fee in the amount of ten percent (10%) of the gross revenues received for all YMCA Events is a fair and reasonable fee to be paid to TOWN. YMCA will pay TOWN the ten percent (10%) lump sum payment for all Events within thirty (30) days after the last day of each Event. The exception is any YMCA Events held at the YMCA facility.

## **IX.** **YMCA's Responsibilities**

A. YMCA accepts the following responsibilities under this Contract:

1. YMCA shall operate as a non-profit (501c3) organization under the laws set forth for incorporation in the State of Texas;
2. YMCA shall act in accordance with its Articles of Incorporation;
3. YMCA shall publish its bylaws, as well as overall governance of the organization/association specific to Services.
4. YMCA shall ensure that adult supervision is present at each Contract Facility, as well as any other TOWN/YMCA-approved Contract Facilities used by any team, in an official capacity for every league practice, official league game, tournament game, camp or clinic;
5. YMCA shall encourage staff, coaches, volunteers, and agents to conduct themselves as positive role models exemplifying proper sportsmanship, cooperation, and appropriate behavior;
6. YMCA shall cause statewide criminal background checks to be performed, by an entity licensed by the Texas Commission on Private Security pursuant to Chapter 1702 of the Texas Occupations Code, of all head coaches, assistant coaches, board members, and any other person acting in any capacity with YMCA having contact with children participating in YMCA's programming before any such persons or individuals may so participate and at least one (1) time each year thereafter during the term of this Contract and any extension or modification of this Contract;
7. YMCA shall ensure all head coaches are certified for coaching youth by a national, state, or local accredited coaching certification program that is recognized by the Town;

8. YMCA shall keep updated records of certified coaches and, if requested, submit a list of all coaches with certifications to TOWN no later than fifteen (15) business days from the date of request;
9. YMCA shall adopt and enforce a Code of Conduct that conforms to the National Alliance for Youth Sports (NAYS) standards as a minimum (or equivalent);
10. YMCA shall notify all parents, participants, and spectators regarding the Code of Conduct and require all coaches, parents, and participants to sign a copy of YMCA's Code of Conduct;
11. YMCA shall adopt a formal published grievance/dispute resolution/discipline process whereby complaints and concerns can be properly heard and addressed;
12. YMCA shall address and resolve all disciplinary matters concerning players, coaches, spectators, officials, etc., in accordance with YMCA's Code of Conduct and established policies and procedures;
13. YMCA shall address and resolve all grievances, disputes, complaints and concerns in accordance with YMCA's Code of Conduct and established policies and procedures;
14. YMCA shall maintain fiscal responsibility by establishing and operating according to generally accepted accounting principles and practices;
15. YMCA shall utilize all income derived from this Contract and the operation of the basketball and volleyball programming sought hereunder solely to defray legitimate costs and expenses of such programming;
16. YMCA shall provide TOWN, within fifteen (15) business days after TOWN's request for such information, the names, mailing addresses and additional contact information for all participants in YMCA's programming including coaches, officials and athletes;
17. YMCA shall not engage in any business in Contract Facilities or any other Town-owned or operated facilities or perform any action in connection therewith that violates any then existing Town ordinance or policy, LISD policy, rule or regulation, or any other State or Federal rule, regulation, law or statute or otherwise use or utilize such facilities in a manner that creates or constitutes a nuisance;
18. YMCA shall adopt a non-discrimination policy that ensures participation for all youth regardless of race, creed, color, gender, economic status, or athletic ability; and,
19. YMCA shall endeavor to develop balanced teams within the recreational leagues through the team selection process and recreational teams shall not be scheduled

or required to play against competitive or select teams unless both teams agree to play such a game.

20. YMCA shall from time to time request assistance from TOWN in promoting Services to increase participation.
21. The Services provided under this contract will be marketed as “Cross Timbers Sports” so that the YMCA logo is not present on printed marketing materials, thus avoiding a conflict of interest since the TOWN and YMCA directly compete in other program areas. TOWN and YMCA logos will still be present on jerseys and websites.

B. At least thirty (30) days prior to the beginning of any Season, YMCA shall provide to TOWN the following data and information:

1. A list of YMCA’s current officers and the members of its Board of Directors together with contact information for such persons, if any changes have occurred from previous information;
2. YMCA’s current bylaws, if any revisions have occurred to the bylaws since previous submission;
3. Proposed schedule of dates and Contract Facilities to be used for the proposed upcoming basketball and volleyball season and the proposed applicable registration fees for such Season;
4. Proposed calendar of Events including league and non-league related games, practices, clinics, tournaments, skills sessions, camps, etc. and the Contract Facilities planned for use for each such Event;
5. Anticipated number of participants and number of teams formed for the Season and each Event;
6. Proposed rules governing league and tournament play including, but not limited to, a Code of Conduct together with an enforcement plan and method for communicating the Code’s requirements to coaches, parents, participants, and spectators; and,
7. Tentative schedules for both recreational and competitive/select leagues and tournaments.

C. Prior to submission of the information required in Section B above, YMCA shall meet with TOWN and LISD to discuss scheduling, league format, facility needs, maintenance, etc.



**X.**  
**Insurance**

YMCA shall purchase, maintain and keep in force during the term of this Contract such insurance as set forth below. YMCA shall not commence work under this Contract until it has obtained all the insurance required under the Contract and such insurance has been approved by TOWN; nor shall YMCA allow any subcontractor to commence work on his subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this Contract shall be written on an "occurrence" basis.

A. Workers' Compensation, as required by law, with the policy endorsed to provide a waiver of subrogation as to the owner; Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease - each employee \$500,000 disease - policy limit.

B. Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractor's and Contractual Liability, covering but not limited to the indemnification provisions of this Contract, fully insuring YMCA's liability for injury to or death of employees of TOWN and third parties, extended to include personal injury liability coverage and for damage to property of third parties, with minimum combined single limits of \$500,000 per person, \$1,000,000 per-occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate per occurrence. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.

C. Automobile Liability Insurance, covering all vehicles to be used in performance of this contract with minimum limits equal to or greater than required by State law.

D. It is agreed by all parties to this Contract that the insurance required under this Contract shall:

1. Provide for thirty (30) days notice of cancellation to TOWN, for nonpayment of premium, material change or any other cause.
2. Be written through companies duly authorized to transact that class of insurance in the State of Texas.
3. Relative to Workers' Compensation coverage, waive subrogation rights for loss or damage so that insurers have no right to recovery or subrogation against TOWN and/or LISD, it being the intention that the required insurance policies shall protect all parties to the Contract and be primary coverage for all losses covered by such policies.
4. Identify TOWN and LISD as additional insureds on all liability insurance policies.
5. Provide a Certificate of Insurance evidencing the required coverages to:

TOWN OF FLOWER MOUND  
Attn: Purchasing Office  
2121 Cross Timbers Road  
Flower Mound, TX 75028

TOWN OF FLOWER MOUND  
Attn: Matt Chutchian  
2121 Cross Timbers Road  
Flower Mound, TX 75028

**XI.**  
**TOWN's Responsibilities**

A. Town hereby authorizes and agrees that YMCA will be the youth basketball and volleyball provider for the TOWN. During the term of this Contract, YMCA will have the ability to use Contract Facilities, as assigned by TOWN, during YMCA's regular season, league playoffs, tournaments, and make-up games as long as TOWN has the right to occupy and use the Contract Facilities. At any time the Contract Facilities are not being utilized by YMCA, TOWN may assign the Contract Facilities to other parties.

B. TOWN will work with YMCA to schedule time periods for use of the Contract Facilities by YMCA during the Seasons noted above and any Events that YMCA may desire to sponsor. It will be YMCA's responsibility to meet with TOWN to discuss the scheduling of all league games, practices, and tournaments whether during Seasons or for Events at least sixty (60) days prior to the beginning of any Seasons or Events. TOWN will coordinate the tentative schedule discussed with YMCA for such Seasons and/or Events with LISD and notify YMCA regarding the availability of Contract Facilities as requested by YMCA as soon as is reasonably practicable.

C. TOWN will coordinate with LISD regarding the closure of any Contract Facilities due to inclement weather or any outside factor that may hinder YMCA from utilizing a specific Contract Facility. Decisions by the TOWN and LISD are final. TOWN will work with YMCA, at YMCA's request, to reschedule games, practices, and tournaments whether during Seasons or for Events that are impacted by the closure of Contract Facilities under this clause

D. TOWN will promote YMCA's programs as the TOWN determines in its sole opinion to be appropriate. Such promotion may include providing league registration forms to appropriate Flower Mound schools for distribution, advertisement of Seasons and Events in the utility billing bulletin, posting notices and updates on the TOWN's website and social media platforms, placing information in divisional brochures, issuing press releases, and placing information on FMTV. The TOWN will answer telephone calls and e-mails requesting YMCA information and refer interested parties to YMCA when requested or necessary.

E. TOWN specifically reserves the right to remove or exclude any person, group or organization from any Contract Facilities or Town-owned or operated facilities based on conduct that the TOWN determines, in its sole discretion, to be objectionable or violative of the TOWN's or LISD's ordinances, policies, rules or regulations and any State or Federal rule, regulation, law or statute.

**XII.**  
**Right to Inspect Records**

YMCA agrees that TOWN shall have access to and the right to examine any directly pertinent books, documents, papers and records of YMCA involving transactions relating to this Contract during the term of this Contract. YMCA agrees that TOWN shall have access during normal working hours to all necessary YMCA facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. TOWN shall give YMCA reasonable advance notice of intended audits.

**XIII.**  
**Indemnity**

**YMCA DOES HEREBY COVENANT AND CONTRACT TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS THE TOWN AND ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, THAT MAY ARISE BY REASON OF DEATH OR INJURY TO PERSONS OR DAMAGE TO OR LOSS OF USE OF PROPERTY OCCASIONED BY ANY WRONGFUL INTENTIONAL ACT OR OMISSION OF YMCA AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF YMCA, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM YMCA IS LEGALLY LIABLE, AND YMCA WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT THE TOWN FROM AND AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS.**

**XIV.**  
**Default**

TOWN reserves the right to terminate this Contract immediately upon breach of any term or provision of this Contract by YMCA; or, if at any time during the term of this Contract, YMCA shall fail to commence the work in accordance with the provisions of this Contract or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Contract or fail to use an adequate number or quality of personnel to complete the work or fail to perform any of its obligations under this Contract, then TOWN shall have the right, if YMCA shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract and complete the work in any manner it deems desirable, including engaging the services of other parties therefore. Any such act by TOWN shall not be deemed a waiver of any other right or remedy of TOWN. The TOWN shall have the right, but not the obligation, to assume YMCA's performance to complete previously scheduled Seasons or Events. If TOWN assumes the obligation to so perform, YMCA shall be responsible to the TOWN for, and shall pay to TOWN within thirty (30) days after billing therefor, all costs and expenses associated with the performance of the balance of the work required to complete previously scheduled Seasons or Events specifically including the fees owed or payable to LISD and any other fees or costs owed or to be paid to any coaches, referees or other officials in conjunction with said Seasons or Events as well as any other costs related thereto. YMCA shall

also be responsible for and reimburse to TOWN, within thirty (30) days following demand therefor, any costs or expenses incurred by TOWN in canceling any scheduled Seasons or Events upon YMCA's nonperformance under this Contract.

**XV.**  
**Changes**

TOWN may, from time to time, require changes in the scope of the services to be performed under this Contract. Such changes as are mutually agreed upon by and between TOWN and YMCA shall be incorporated by written modification to this Contract.

**XVI.**  
**Conflict of Interest**

YMCA covenants and agrees that YMCA and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by YMCA pursuant to this Contract will be conducted by employees, associates or subcontractors of YMCA.

**XVII.**  
**Mailing Address**

All notices and communications under this Contract to be mailed or delivered to TOWN shall be sent to the address of TOWN's agent as follows, unless and until YMCA is otherwise notified:

The Town of Flower Mound  
2121 Cross Timbers Road  
Flower Mound, Texas 75028  
Attn: Chuck Jennings  
Telecopy: 972.874.6471  
Telephone: 972.874.6273

Notices and communications to be mailed or delivered to YMCA shall be sent to the address of YMCA as follows, unless and until TOWN is otherwise notified:

Cross Timbers Family YMCA  
Jason Walter, Executive Director  
2021 Cross Timbers Road.  
Flower Mound, Texas 75028  
Telecopy: 972-539-9348  
Telephone: 972-539-9622

Federal ID# 750800696

Any notices and communications required to be given in writing by one party to the other shall be considered as having been given to the addressee on the date the notice or communication is posted by the sending party.

**XVIII.**  
**Successors and Assigns**

TOWN and YMCA each binds itself and its successors, executors, administrator and assigns to the other party of this Contract and to the successor, executors, administrators and assigns of such other party in respect to all covenants of this Contract. Neither TOWN nor YMCA shall assign or transfer its interest herein without the prior written consent of the other.

**XIX.**  
**Applicable Law**

This Contract is entered into subject to the Charter and ordinances of TOWN as they may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and Federal laws. YMCA will make any and all reports required per Federal, State or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with YMCA's income. Situs of this Contract is agreed to be Denton County, Texas, for all purposes including performance and execution.

**XX.**  
**Severability**

If any of the terms, provisions, covenants, conditions or any other part of this Contract are held for any reason to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**XXI.**  
**Remedies**

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder.

**XXII.**  
**Entire Agreement**

This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties relating to matters herein, and except as otherwise provided herein, cannot be modified without written agreement of the parties.

**XXIII.**  
**Non-Waiver**

It is further agreed that one (1) or more instances of forbearance by TOWN in the exercise of its rights herein shall in no way constitute a waiver thereof. No covenant or condition

of this Contract may be waived without consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

**XIV.  
Headings**

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

**XXV.  
Venue**

The parties to this Contract agree and covenant that this Contract will be enforceable in Flower Mound, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Denton County, Texas.

**XXVI.  
No Third Party Beneficiary**

For purposes of this Contract, including its intended operation and effect, the parties (TOWN and YMCA) specifically agree and contract that: (1) the Contract only affects matters/disputes between the parties to this Contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with TOWN or YMCA or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either TOWN or YMCA.

IN WITNESS WHEREOF, the parties have hereunto set their hands by their representatives duly authorized on the day and year first written above.

**THE TOWN:**

THE TOWN OF FLOWER MOUND, TEXAS

By: \_\_\_\_\_

Name: Jimmy Stathatos

Title: Town Manager, Town of Flower Mound

**CONTRACTOR (YMCA):**

CROSS TIMBERS FAMILY YMCA

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_