Parks Board

May 4, 2023
Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

6:30 p.m.

AGENDA

A. CALL TO ORDER

B. INVOCATION

C. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

D. PUBLIC COMMENT

The purpose of this item is to allow the public an opportunity to address the Board/Commission regarding any item on this agenda that is not a "Public Hearing." Issues regarding daily operational or administrative matters should first be dealt with by calling Town Hall at 972- 874-6000 during business hours. To speak to the Board/Commission during public comment, please fill out a comment form, which is located in the lobby of Town Hall.

In accordance with the Texas Open Meetings Act, the Board/Commission is restricted from discussing or acting on items not listed on the agenda.

- Speakers are limited to 3 minutes; a tone will sound at 30 seconds left and when time has expired, and times may be adjusted by the Chair depending on the number of speakers.
- Speakers must address their comments to the Board/Commission.
- Please state your name and address when speaking.

E. PRESENTATIONS

1. Girl Scout Troop #9294 will present items to the Town and Parks Board as part of their Silver Award project.

F. STAFF/DIRECTOR REPORT

G. CONSENT ITEM(S)

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

1. 4/06/2023 Minutes - Consider approval of the minutes from April 6, 2023.

H. REGULAR ITEM(S)

1. Consider approval of a request to hold Fido Fest at Heritage Park - Consider approval of a request from Humane Tomorrow to hold the 2023 Fido Fest at The Heritage Park of Flower Mound

I. COORDINATION OF CALENDARS

J. ADJOURN

I do hereby certify that the Notice of Meeting was posted on the bulletin board at the Town Hall for the Town of Flower Mound, Texas, in a place convenient and readily accessible to the general public at all times and said Notice was also posted on the Town's website in accordance with GC Section 551.056 on the following date and time: May 1, 2023, at 4:00p.m., at least 72 hours prior to the scheduled time of said meeting.

Jade Olson, Staff Liaison

The Flower Mound Town Hall and Jody Smith Hall are wheelchair accessible. Requests for accommodation or interpretive services must be made 48 hours prior to this meeting by contacting Town Hall at 972.874.6076. Additional time limits will be provided for members of the public that need to address the Town Council through a translator.

Parks Board

April 6, 2023
Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

6:30 p.m.

DRAFT MINUTES

A. CALL TO ORDER

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

Teresa Thomason, Chair
Rick Kenyon, Vice Chair
Scott Langley, Place 1
Allen Pichon, Place 2
Holly Royer, Place 5
Mark Mayer, Place 6
Jennifer Romaszewski, Place 7
Dart West, Place 8, Alternate
Ron Ruthven, Place 10, Alternate

with the following member(s) absent:

Susan Borella, Place 9, Alternate

constituting a quorum with the following members of the Town Staff participating:

Chuck Jennings, Director of Parks and Recreation
John Habern, Parks, Trails, and Landscape Manager
David Powell, CAC Manager
Clayton Litton, Parks Superintendent
Brennon Peltier, Park Development Manager
Matt Chutchian, Athletic Supervisor
Kimberly Cheek, Programs Supervisor
Jade Olson, Administrative Assistant

B. INVOCATION

Scott Langley provided the invocation.

C. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

D. PUBLIC COMMENT

The purpose of this item is to allow the public an opportunity to address the Board/Commission regarding any item on this agenda that is not a “Public Hearing.” Issues regarding daily operational or administrative matters should first be dealt with by calling Town Hall at 972- 874-6000 during business hours. To speak to the Board/Commission during public comment, please fill out a comment form, which is located in the lobby of Town Hall.

In accordance with the Texas Open Meetings Act, the Board/Commission is restricted from discussing or acting on items not listed on the agenda.

- Speakers are limited to 3 minutes; a tone will sound at 30 seconds left and when time has expired, and times may be adjusted by the Chair depending on the number of speakers.
- Speakers must address their comments to the Board/Commission.
- Please state your name and address when speaking.

	Speaker name and address	Subject (as written on the form)
1.	Chris Drew, 5209 Ravine Ridge Ct	Thank you for your service

E. PRESENTATIONS

1. The Youth Action Council will provide the Parks Board with an update on their operation and upcoming special events.
   Kimberly Cheek, Programs Supervisor, introduced Malika Nair and Owen Oppenheimer to represent the Youth Action Council (YAC). The Board was updated with YAC'S operations and special events.
2. In accordance with the Tennis Services Contract, a report will be given by Bad Dawg Tennis of their operations in regards to youth and adult tennis.
   Matt Chutchian, Athletic Supervisor, introduced David Gray and Chris Brown to represent Bad Dawg Tennis. The Board was updated with Bad Dawg Tennis’s operations in regards to youth and adult tennis.

F. STAFF/DIRECTOR REPORT

Chuck Jennings, Director of Parks and Recreation, David Powell, CAC Manager and Brennon Peltier, Park Development Manager provided updates.

G. CONSENT ITEM(S)

This part of the agenda consists of non-controversial, or “housekeeping” items required by law. Items may be removed from Consent by any Commissioner by making such request prior to a motion and vote.

1. Minutes 3/02/2023 - Consider approval of the minutes from March 2, 2023.

ACTION:	Board Member Mayer moved to approve item G.1. as presented in the agenda caption. Board Member Pichon seconded the motion.
AYES:	Allen Pichon, Holly Royer, Jennifer Romaszewski, Mark Mayer, Richard Kenyon, William Langley
NAYS:	None
ABSTAIN:	None
RESULT:	6 : 0

H. WORK SESSION

1. Review and discuss preliminary design for the Tealwood Oaks Park Improvement project.

Brennon Peltier, Park Development Manager, provided a presentation of the preliminary design for the Tealwood Oaks Park Improvement project.

Names listed below don't necessarily reflect the order in which each person spoke and all addresses are located in Flower Mound unless otherwise indicated.

	Speaker name and address	Subject (as written on the form)
1.	Ben Mayes, 2012 Widgon Way	Tealwood Oaks Park improvement
2.	Jerry Patterson, 620 Autumn Ln	Tealwood Oaks Park improvement
3.	Ann Primeaux, 2005 Tealwood Blvd	Tealwood Oaks Park improvement
4.	David Primeaux*, 2005 Tealwood Blvd	Tealwood Oaks Park improvement
5.	Kimberly Modrall Cybuski*, 2000 Wigdon Way	Tealwood Oaks Park improvement

** Indicates person did not wish to speak*

I. REGULAR ITEM(S)

1. Consider approval of a recommendation of parks projects to be funded by the Community Development Corporation in Fiscal Year 2023-2024 using 4B sales tax revenue and incorporate park projects for FY 2025-2028 into the Town's Five-Year Capital Improvement Projects list.

ACTION: Vice Chair Kenyon moved to approve item I.1. as presented in the agenda caption. Board Member Mayer seconded the motion.

AYES: Allen Pichon, Holly Royer, Jennifer Romaszewski, Mark Mayer, Richard Kenyon, William Langley

NAYS: None

ABSTAIN: None

RESULT: 6 : 0

J. FUTURE AGENDA ITEM(S)

K. COORDINATION OF CALENDARS

1. The next Parks Board meeting is scheduled for May 4, 2023

L. ADJOURN

Chair Thomason adjourned the meeting at 8:16 p.m. on Thursday, April 6, 2023, and all were in favor.

PARKS BOARD
AGENDA H.1.
REGULAR ITEM(S)

DATE: May 4, 2023
FROM: David Powell, CAC Manager
ITEM: **Consider approval of a request from Humane Tomorrow to hold the 2023 Fido Fest at The Heritage Park of Flower Mound**

BACKGROUND: Humane Tomorrow is requesting permission from the Parks Board to hold their annual Fido Fest on Saturday, October 14, 2023, at The Heritage Park of Flower Mound. In the event of inclement weather, Humane Tomorrow has requested Saturday, October 21 as a make-up date for the event.

The 2023 Fido Fest event will be held from 10:00am- 1:00pm and will include a variety of activities and games for dogs and their owners. Event objectives include:

- Raise awareness about the problems of homeless dogs and cats and how it affects our community today.
- Fundraising to cover the needs for rescued dogs and cats brought into the program, such as medical treatment and food.
- Create a venue where dog owners can enjoy a day with their canine companions.

Humane Tommorow expects attendance to be between 500 and 700 people. Approximately 30 businesses and nonprofits will also be on site, and some will provide items for sale to the public, including food trucks. Activities will be set up for dogs to participate in (e.g., ball pit), plus demonstrations (e.g., agility, flyball) by local dog groups. The event also includes a 1-mile walk and a prize raffle. The event itself is free, but there is a charge to participate in some of the activities. All proceeds benefit Humane Tomorrow, a 501(c)3 volunteer organization that has been serving the Flower Mound community since 1997. All previous Fido Fest events were an overwhelming success and Heritage Park has proven to be a great location for this event, as it is in close proximity to the Hound Mound.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: The Town will receive revenue from Humane Tomorrow in accordance with the rental policy, which outlines pavilion rental fees. The revenue generated will be deposited into revenue account 100-4259, Parks and Recreation Fees.

Proposed Expenditure/(Revenue)	**Account Number(s):**
($140)	100-4259

LEGAL REVIEW: According to Chapter 54 of the Town's Code of Ordinances, the Parks Board has the sole authority to approve the charging of fees or to solicit donations or contributions for any activity on park property. Article II titled Park Regulations states:

Sec. 54-72. Enumeration of prohibited acts
(e) Fees charges or solicitation of donations. It shall be unlawful for any person to charge fees or solicit donations or contributions for any activity; to sell or offer for sale any food, drinks, confections, merchandise or commercial services; to conduct any commercial business activities of any kind; and/or to post, place or erect on any public park or recreation facility any advertising, notice, billboard, paper or other advertising device without the written consent and approval of the Town's park board; provided, however, that the prohibitions contained in this subsection shall not apply to town officials, employees or agents performing authorized activities or providing notice of official town meetings or functions.

A Certificate of Liability Insurance from Humane Tomorrow listing the Town as additional insured will be required if the Parks Board approves this request.

The Town's standard facility use permit, prepared by Taylor, Olson, Adkins, Sralla, & Elam L.L.P., was used to draft this agreement. No alteration to the legal content of this document was made.

ATTACHMENTS:
1. Fido Fest 2023 Permit R24946

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

Permit

Community Activity Center (CAC)
1200 Gerault Road
Flower Mound, TX 75028

PHONE:(972) 874-7275
EMAIL:cac@flower-mound.com

Permit # R24946
Status Approved
Date Mar 9, 2023 8:31 AM

Customer Name	Christa Coffey - 87908	**Home Phone Number**	(407) 451-8005
Customer Type	General Public	**Email Address**	ccoffeybean@yahoo.com
Mailing Address	268 Carrington Dr Argyle, TX 75226		
System User	Anu Nair		

Rental Fee	$140.00
Discounts	$0.00
Subtotal	$140.00
Deposits	$0.00
Deposit Discounts	$0.00
Total Permit Fee	$140.00
Total Payment	$0.00
Refunds	$0.00
Balance	$140.00

FIDO FEST

1 resource(s) **1** booking(s) **Subtotal: $140.00**

Booking Summary

Heritage A and B (Pavilion Rental)		Center: Pavilions	
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Oct 14, 2023 8:00 AM	Oct 14, 2023 2:00 PM	1	$100.00
Resource level fees			$40.00

Custom Questions

QUESTION	ANSWER
Are any of the following applicable to your rental? (Continued) Other outside activities /entertainment must be submitted and have prior approval before date of event.	N/A
Are any of the following applicable to your rental? Other outside activities/entertainment must be submitted and have prior approval before date of event.	N/A

Waivers and Information

WAIVER NAME	DUE DATE	FOR	SIGNING STATUS
Pavilion Rental Waiver Attachment	Oct 14, 2023		Waiver Signed

Town of Flower Mound Park Facility Rules and Regulations

The following are some of the rules and regulations that govern the use of the Town?s park facilities. If you are planning some activity which does not appear below, please call (972)874?6300 or (972)874?7275 for clarification.

For after?hours assistance, please contact the Flower Mound Police non?emergency line, (972)539?0525.

Alcoholic Beverages
It shall be unlawful to possess alcoholic beverages in any portion of a public park or recreation facility, with the exception that the use of alcoholic beverages may be permitted during designated activities upon recommendation of the Parks Board and with approval of the Town Council.

Glass Containers
It shall be unlawful to possess glass beverage containers in any portion of a public park or recreation facility.

Activity Disruption
It shall be unlawful for any individual or group to prevent, disrupt, interfere with or obstruct in any manner any authorized, permissible and /or organized activities, programs or uses in any public park.

Refuse/Litter
It shall be unlawful to leave garbage, cans, paper or other refuse in a public park or recreation facility anywhere other than in the receptacles provided. Receptacles must be emptied and bags removed to the dumpster provided. Clean trash bags must be placed in trash receptacles using bags provided.

Motor Vehicle Operation
It shall be unlawful for any person to operate a motor vehicle in, on, upon, over, across, and/or through any public park or recreation facility.

Parking of Motor Vehicles
It shall be unlawful for any person to leave, stand or park any motor vehicle in any area not designated for such purpose. If designated parking areas do not exist and if not prohibited by appropriate signage, motor vehicles shall be parked on street, adjacent to the curb, or, if there is not a curb, adjacent to the edge of the roadway, whether improved or unimproved.

Parking Obstruction
It shall be unlawful for any person to leave, stand or park any motor vehicle in any public park, or on or along any street, in or adjacent to a public park in such a manner as to block, obstruct or otherwise render inaccessible or unusable a vehicle entryway or exit or traffic circulation lane. The Town shall be authorized to have such vehicle removed at the owners? expense.

Fees Charges or Solicitation of Donations
It shall be unlawful for any person to charge fees or solicit donations or contributions for any activity; to sell or offer for sale any food, drinks, confections, merchandise or commercial services; to conduct any commercial business activities of any kind; and/or to post, place or erect on any public park or recreation facility any advertising, notice, billboard, paper or other advertising device without the written consent and approval of the Town?s Park, Arts, and Library Services Board.

Weapons Possession
It shall be unlawful for any person other than a federal, state or local law enforcement officer or agent, to possess a loaded or unloaded firearm, (excluding handguns as authorized by the state concealed handgun statute), ammunition, bow and arrow, cross bow and arrows, any other type of loaded or unloaded projectile firing devices, in any public park or recreation facility.

Damage Assessment
Any person convicted of damaging or defacing any improvements, equipment, structures, or authorized materials in any public park or recreation facility, regardless of whether such items are the property of the Town or of an individual or entity, or convicted of removing such items from any public park or recreation facility, shall be required to pay damage fees to include the cost of materials and labor for repair or replacement.

Fires
It shall be unlawful for any person to make or kindle a fire in any public park or recreation facility except in picnic stoves, grills or other receptacles provided for such purpose, or as authorized in writing by the director of parks and recreation or his designee.

Unauthorized Trespass
It shall be unlawful to enter any portion of a public park or recreation facility posted as ?CLOSED ? DO NOT ENTER $50 ? $500 Penalty for Violation? unless approved in writing by the Executive Director of Community Services or his/her designee.

Pavilion Rentals (excluding CAC)
Pavilion rental fees, in the amount set forth in the Town's Code of Ordinances, appendix A, "fee schedule," for reservations by residents and/or nonresidents shall be paid in advance at the time of reservation of any pavilion(s). Pavilion rental fees shall not be refunded, exchanged, transferred or assigned except as specifically provided herein below due to inclement weather only.

Refunds are available due to inclement weather; provided however, that a request for a refund is submitted to the recreation and leisure services division, in writing, no later than seven days after the scheduled reservation. Failure to timely submit a request for refund forfeits the refund. Rescheduling in lieu of a refund is permitted based upon the availability of time slots and the reservation has to be rescheduled no later than seven days after the scheduled reservation to be considered. Failure to timely
submit a request to reschedule forfeits the opportunity for rescheduling. Reservations may be rescheduled to another available time and date

provided that any such revision or rescheduling is completed at least two weeks in advance of the original reservation date. Use of a pavilion through a reservation shall take priority over any other use of the same pavilion by any other person(s) or parties.

Failure to Comply
Failure to comply with park rules and regulations may cause the cancellation of the pavilion rental and possible denial of the use of pavilions in the future. Some rules and regulations carry misdemeanor penalties for violations and, upon conviction, shall be fined as provided in section 1?13 of the Town of Flower Mound Code of Ordinances.

RELEASE AND WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT
In consideration of the use and availability of the services and facilities, Licensee agrees to release, waive, and discharge any and all claims and damages for personal injury, death, or property damage that Licensee has and that may hereafter accrue to Licensee due to Licensee?s use of the services and facilities. This agreement is intended to discharge, in advance, the Town, including its officers, employees, agents, co?sponsors or volunteers, from any and all liability that may arise from Licensee?s use of the services and facilities, even if that liability arises out of negligence or carelessness on the part of the Town, or its officers, employees, agents, co?sponsors or volunteers. Licensee further agrees to indemnify and hold harmless the Town, including its officers, employees, agents, co?sponsors or volunteers, from, against, and for any claims, suits, judgments, proceedings, losses, liabilities, damages, or expenses arising out of any injury, death or property damage that occurs while using the services and facilities, even if the injury, death or property damage arises out of the sole negligence of the Town, or its officers, employees, agents, co?sponsors or volunteers. Licensee understands that the use of the services and facilities involves an element of risk and that there is a real potential for injuries or accidents. Knowing and understanding those risks, Licensee hereby agrees to assume those risks. Licensee further agrees that this agreement to waive and release the Town from liability, to indemnify and hold harmless the Town, and to assume the risks of using the services and facilities is to be binding on Licensee?s heirs and assigns.

LICENSEE HAS CAREFULLY READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, FULLY UNDERSTANDS ITS TERMS, UNDERSTANDS THAT LICENSEE HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAS SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO LICENSEE AND INTENDS LICENSEE?S SIGNATURE TO BE A COMPLETE AND UNCONDITONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. LICENSEE UNDERSTANDS THAT THIS IS A BINDING CONTRACT BETWEEN THE TOWN OF FLOWER MOUND AND LICENSEE.

Further, Licensee has read and agrees to be bound by this Permit and the Terms and Conditions contained herein and attached hereto. The undersigned warrants and represents the he or she executes this Permit on behalf of Licensee and has sufficient power, authority and capacity to bind the Licensee with his or her signature.

Signature _____

Payment Schedules

Original Balance: $140.00 Current Balance: $140.00

DUE DATE	AMOUNT DUE	AMOUNT PAID	WITHDRAWAL ADJUSTMENT	BALANCE
Oct 11, 2023	$140.00	$0.00	$0.00	$140.00

X: _____

Date: _____

Community Activity Center (CAC)
Mailing Address: 1200 Gerault Road, Flower Mound, TX 75028
Phone Number: (972) 874-7275
Email Address: cac@flower-mound.com

X: _____

Date: _____

Christa Coffey
Customer ID: 87908
Home Phone Number: (407) 451-8005
Email Address: ccoffeybean@yahoo.com