Parks Board

February 1, 2024
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. 2023 Christmas Parade Awards

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. December 7, 2023 Minutes - Consider approval of the minutes from December 7, 2023.

H. REGULAR ITEM(S)

1. Bad Dawg Tennis Contract - Consider recommending approval for Town Council consideration a Contractual Services Agreement with Bad Dawg Tennis to

provide the services of Tennis Professional from March 1, 2024, through February 28, 2025, with renewal for up to four additional one-year terms.

I. WORK SESSION ITEM(S)

1. Discussion and feedback on park-related items for Monarch, a Zoning Planned Development located East of Interstate Hwy 35W and North of Cross Timbers Road (1171).

J. CORDINATION OF CALENDARS

1. The next Parks Board meeting is scheduled for March 7, 2024.

K. 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: Monday, January 29, 2024, at 3 p.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

December 7, 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, Place 3
Rick Kenyon, Vice Chair, Place 4
Christoper Chastain, Place 1
Dart West, Place 2
Holly Royer, Place 5
Mark Mayer, Place 6
Jennifer Romaszewski, Place 7
Doug Graves, Place 9, Alternate
Ron Ruthven, Place 10, Alternate

with the following member(s) absent:
Susan Borella, Place 8, 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
Jade Olson, Administrative Assistant

B. INVOCATION

Dart West gave the invocation.

C. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

Chair Thomason led the pledges.

D. PUBLIC COMMENT

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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.

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- 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.	Scott Langley	Trotter Park survey

E. STAFF/DIRECTOR REPORT

Chuck Jennings, David Powell, and Brennon Peltier provided updates.

F. 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. November 2, 2023 Minutes - Consider approval of the minutes from November 2, 2023.

ACTION:	Holly Royer moved to approve as presented in the agenda caption. Mark Mayer seconded the motion.
AYES:	Ervin West, Holly Royer, Jennifer Romaszewski, Mark Mayer, Richard Kenyon, Christopher Chastain
NAYS:	None
ABSTAIN:	None
RESULT:	6 : 0

G. REGULAR ITEM(S)

1. Smith Foundation Conservation Development - Consider recommending to Planning and Zoning Commission and Town Council Park Land Dedication and Park Development Fee requirements for the Smith Foundation Conservation Development generally located south of Cross Timbers Rd. and west of Scenic Dr.

   John Habern gave the Board a presentation regarding the fee requirements for the Smith Foundation Conservation Development.

   Mike Boswell, Toll Brothers, gave the Board a presentation regarding the

proposed development.

ACTION: Vice Chair Kenyon moved to recommend approval to Planning and Zoning Commission and Town Council Park Land Dedication of 7.4928 acres of land and Park Development Fees in the amount of $309,524 for the Smith Foundation Conservation Development generally located south of Cross Timbers Rd. and west of Scenic Dr. Board Member Mayer seconded the motion.
AYES: Ervin West, Holly Royer, Jennifer Romaszewski, Mark Mayer, Richard Kenyon, Christopher Chastain
NAYS: None
ABSTAIN: None
RESULT: 6 : 0

2. Sale and consumption of alcohol (beer and wine) at 2024 Independence Fest - Consider recommending approval for Town Council consideration the sale and consumption of alcoholic beverages (beer and wine) at Bakersfield Park during the 2024 Independence Fest.

ACTION: Board Member Mayer moved to approve as presented in the agenda caption. Board Member Royer seconded the motion.
AYES: Ervin West, Holly Royer, Jennifer Romaszewski, Mark Mayer, Richard Kenyon, Christopher Chastain
NAYS: None
ABSTAIN: None
RESULT: 6 : 0

3. Update to the Sports Field Reservation/Allocation and Use Policy - Consider approval for an update to the Sports Field Reservation/Allocation and Use Policy

ACTION: Board Member Mayer moved to approve as presented in the agenda caption. Board Member Romaszewski seconded the motion.
AYES: Ervin West, Holly Royer, Jennifer Romaszewski, Mark Mayer, Richard Kenyon, Christopher Chastain
NAYS: None
ABSTAIN: None
RESULT: 6 : 0

H. COORDINATION OF CALENDARS

1. The next Parks Board Meeting is Thursday, January 4, 2024

I. ADJOURN

Chair Thomason adjourned the meeting at 7:53 p.m. on Thursday, December 7, 2023, and all were in favor.

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

DATE: February 1, 2024
FROM: Matt Chutchian, Athletic Supervisor
ITEM: **Consider recommending approval for Town Council consideration a Contractual Services Agreement with Bad Dawg Tennis to provide the services of Tennis Professional from March 1, 2024, through February 28, 2025, with renewal for up to four additional one-year terms.**

BACKGROUND: Bad Dawg Tennis' current contract with the Town to provide professional tennis services began in March 2019 and is due to expire on February 29, 2024, with no more renewal options. As prescribed by the Youth Sports Task Force, the Town developed a Request For Proposals (RFP) seeking interested parties to provide the services of tennis professional. On October 28, 2023, the Town began advertising the RFP and continued to accept proposals from interested parties through December 6, 2023. Staff received a total of two proposals by the deadline. Staff reviewed each proposal and determined that Bad Dawg Tennis provided the most comprehensive community based tennis program.

Bad Dawg Tennis currently has municipal tennis partnerships with City of Highland Village, the City of Denton, and the Town of Prosper, as well as several HOA's throughout Denton and Collin County. The management team of Bad Dawg Tennis are all USPTA certified at the highest level (Elite) and their years of experience have proven that they are able to provide a comprehensive community based tennis program. Bad Dawg Tennis instructors have coached professional players at Grand Slam events, run professional tournaments, coached the world's #1 junior player, and instructed countless numbers of youth and adults in the game of tennis. Bad Dawg Tennis has developed a full range of tennis programs for the communities they serve, and look to continue their offerings provided to the Flower Mound community.

This Agreement will allow Bad Dawg Tennis to conduct and operate tennis programs at the Helen and Leonard Johns Community Park tennis courts. Bad Dawg Tennis agrees to operate the Town's tennis program to include camps, classes, leagues, private lessons, drills, clinics, tournaments, special events, and other professional tennis related services. Specific programs offered include Pee Wee classes for ages 5-6, elementary tennis (grades 1-5), middle school tennis (grades 6-8), advanced middle school tennis, 'Top Dawg' tennis (high school players), and adult tennis.

Additional highlights in the Agreement include addressing such issues as minor maintenance, quality of services rendered, background checks, indemnification, insurance, and termination of Agreement. The Agreement specifically states that the Town will take all program registration online and in-person at the Community Activity Center, and that on a monthly basis, the Town will pay Bad Dawg Tennis 80% of gross revenues received from all programs offered and 90% of gross revenues received from private lessons. Over the course of Bad Dawg's initial 5-years of providing services, total revenue has exceeded $737,000. Current contractual income from tennis is budgeted for $190,000 in revenue for fiscal year 23-24.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: $190,000 (Revenue)

Proposed Expenditure/(Revenue)	**Account Number(s):**
($190,000)	100-4716

LEGAL REVIEW: The Town's standard professional service agreement, 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. Proposed Tennis Agreement 2024
2. Bad Dawg Tennis (Gray Event Management) - RFP Submittal

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

TENNIS SERVICES CONTRACT
WITH
BAD DAWG TENNIS

THIS TENNIS SERVICES CONTRACT ("Contract") is entered into on this _____ day of _____, 2024, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas ("TOWN"), acting by and through its TOWN Manager or his designee, and, **GRAY EVENT MANAGEMENT, LLC., dba BAD DAWG TENNIS** whose address is 6010 Osage Place, Frisco, TX 75034 ("CONTRACTOR").

W I T N E S S E T H:

WHEREAS, TOWN desires to obtain personal services necessary to organize and operate tennis programs at specified TOWN owned tennis facilities ("Facilities") to the residents of the TOWN (hereinafter referred to as "Services"); and

WHEREAS, CONTRACTOR is certified with the United States Professional Tennis Association and is qualified to provide such Services and desires to provide such Services for TOWN in exchange for the ability to provide a public service and be financially compensated as provided herein below; NOW, THEREFORE,

THAT IN CONSIDERATION of the covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties (TOWN and CONTRACTOR) hereto do mutually agree as follows:

Section 1.
Scope of Services

CONTRACTOR shall organize, implement, and provide tennis programs at the Facilities, in accordance with the terms of this Contract. Such tennis programs are to include camps, classes, leagues, lessons, drills, clinics, tournaments, special events, and other professional tennis related services (each individually a "Program Event" and collectively the "Program Events").

Section 2.
Term

The term of this Agreement shall be for one year beginning March 1, 2024 and terminating on February 28, 2025, unless terminated earlier by the TOWN in accordance with the terms of the Agreement. The Agreement, however, may be renewed by mutual consent of the parties for four (4) additional terms, consisting of one (1) year each, provided CONTRACTOR gives written notice of its intent to renew to the TOWN at least ninety (90) days prior to the expiration of the current term.

Section 3.
Termination

A. TOWN may terminate this Contract, with or without cause, upon thirty (30) days prior written notice to CONTRACTOR. Upon termination, CONTRACTOR shall stop all work in progress, including subcontracts. In no event shall any such termination give rise to any claim against TOWN by CONTRACTOR, whether for lost profits, costs, overhead or any other reason.

B. CONTRACTOR may terminate this Contract, with or without cause, upon thirty (30) days prior written notice to TOWN; provided, however, that CONTRACTOR may not terminate this Contract while engaged in an active Program Event and may only terminate this Contract upon thirty (30) days written notice prior to the end of an active Program Event.

Section 4.
CONTRACTOR Fees

A. On a monthly basis, TOWN shall pay to the CONTRACTOR eighty percent (80%) of gross revenues received from the Program Events. Additionally, the Town shall pay to the CONTRACTOR ninety percent (90%) of gross revenues received from private lessons provided by the management level teaching professionals (Head Pro, Director of Junior Development, and Director of Tennis) assigned to the courts at the Leonard and Helen Johns Community Park, and eighty percent (80%) of gross revenues for all other teaching professionals. All payments are to be made to CONTRACTOR no later than thirty (30) days after the end of proceeding month's Program Events. TOWN shall provide CONTRACTOR a monthly financial report pertaining to Services provided under this Contract that includes registration figures and revenues for each Program Event offered.

B. The TOWN's obligation to pay CONTRACTOR the compensation provided for in this section stops upon the expiration and/or termination of the Agreement.

Section 5.
CONTRACTOR's Responsibilities

CONTRACTOR agrees to the following:

A. CONTRACTOR shall implement and operate the Program Events.

B. CONTRACTOR shall supervise and perform minor maintenance at Facilities utilized for the Program Events. Minor maintenance shall include, but is not limited to, net repair and replacement, and routine cleaning and sweeping of debris on Facilities surface.

C. CONTRACTOR shall regularly inspect courts and report to the TOWN any conditions of courts that do not meet or satisfy the standards for tennis court adopted and/or applied by the United States Tennis Association for the type of activities to be conducted pursuant to this agreement or which may reasonably pose safety issues for those playing on or otherwise using one or more of the courts. In the event CONTRACTOR observes a condition on a court that poses a potential for injury to person or property, CONTRACTOR shall immediately stop all use of court where condition exists and notify TOWN of nature of the potentially hazardous condition.

D. CONTRACTOR shall reserve the Facilities for the Program Events as prescribed by the TOWN.

E. Every participant in each Program Event must be properly registered for said Program Event with the TOWN.

F. CONTRACTOR will be liable for any losses or damages sustained by CONTRACTOR as part or under the rights and privileges granted by this Contract.

G. CONTRACTOR shall be responsible for any damages to the Facilities caused by the CONTRACTOR, his agents, employees or its subcontractors.

H. CONTRACTOR, its employees, agents, and subcontractors must conduct themselves at all times in a manner acceptable to the TOWN.

I. CONTRACTOR may not assign or delegate the rights or obligations under this Contract without the prior written consent of the TOWN.

J. CONTRACTOR may promote Program Events on CONTRACTORS web site, social media outlets, and/or printed material controlled by CONTRACTOR. TOWN reserves the right to request removal of any content placed on CONTRACTOR'S web site, social media outlet, and/or printed material that TOWN determines, in its sole discretion to be objectionable or violate the TOWN's ordinances, policies, rules, or regulations. CONTRACTOR will answer telephone calls and emails requesting Program Event information and refer interested parties to TOWN for registration.

K. CONTRACTOR will not discriminate against anyone on the basis of race, color, national origin, age, handicap, creed, religion, sex, ancestry, or place of birth in the provision of services to the public, and will comply with all applicable provisions of Title VII of the Civil Rights Act of 1964 and the Rehabilitation Act of 1973.

L. CONTRACTOR agrees to comply with all TOWN Parks and Recreation Department rules, procedures and policies governing TOWN Recreational Programs and TOWN policies and procedures. Policies applicable to CONTRACTOR may be amended from time to time. CONTRACTOR agrees to abide by and enforce all applicable rules, procedures and policies during the term of this Agreement.

M. CONTRACTOR is an independent contractor. CONTRACTOR's officers, agents, servants and, employees are not entitled to any employment related or any other type of employee benefits from the TOWN and they have no claims against the TOWN for any type of TOWN employee benefits. CONTRACTOR agrees and acknowledges that the TOWN is not responsible for the withholding or the payment of any social security taxes, federal unemployment taxes or federal income taxes for CONTRACTOR's officers, agents, servants, or employees.

N. CONTRACTOR is responsible for obtaining and distributing any required materials and supplies.

O. CONTRACTOR agrees to allow TOWN employees to sit in on any CONTRACTOR's session as deemed necessary by the TOWN in order to observe and audit session operations, to check attendance and to verify CONTRACTOR's adherence to curriculum, rules, policies and procedures. TOWN employees who attend a session as part of their duties and responsibilities as a TOWN employee, or representative, are not considered session participants for purposes of determining CONTRACTOR's compensation. With the exception of CONTRACTOR, an approved substitute instructor, TOWN employees and paid class participants, CONTRACTOR may not allow anyone else to sit in on or observe the session without the TOWN's prior authorization. CONTRACTOR may, at TOWN's request, be required to administer a final evaluation and submit the results to the TOWN.

P. The TOWN and CONTRACTOR acknowledge and agree that all CONTRACTOR personnel and any approved and/or proposed substitute instructors will be the subject of a criminal history background check by the TOWN. CONTRACTOR shall provide the TOWN with appropriate names, addresses, dates of birth, social security numbers, and driver's license numbers of all personnel provided to the TOWN. All such information shall be provided to the TOWN prior to the start date of the first class.

Q. CONTRACTOR shall not collect any money or fees from class participants for registration.

Section 6.
Insurance

CONTRACTOR shall purchase, maintain and keep in force during the term of this Contract such insurance as set forth below. CONTRACTOR 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 CONTRACTOR 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 TOWN; 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 CONTRACTOR'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. 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, 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 as additional insureds on all liability insurance policies.

5. Provide evidence of the foregoing required insurance to:

TOWN OF FLOWER MOUND
c/o Purchasing Division
2121 Cross Timbers Road
Flower Mound, TX 75028

Section 7.
TOWN's Responsibilities

A. TOWN hereby authorizes and agrees that CONTRACTOR will be the tennis services provider for the TOWN. During the term of this Contract, CONTRACTOR will have the ability to use the Facilities, as assigned by TOWN, during the performance of the Services. At any time the Facilities are not being utilized by CONTRACTOR, TOWN may assign the Facilities to other parties.

B. TOWN will work with CONTRACTOR to schedule time periods for use of the Facilities by CONTRACTOR during the Term of this Contract. It will be CONTRACTOR's responsibility to meet with TOWN to discuss the scheduling of all Program Events. TOWN will coordinate the tentative schedule discussed with CONTRACTOR for such Program Events and notify CONTRACTOR regarding the availability of the Facilities as requested by CONTRACTOR as soon as is reasonably practicable.

C. TOWN will promote the Program Events as the TOWN determines in its sole opinion to be appropriate. Such promotion may include providing Program Event registration forms to appropriate Flower Mound schools for distribution, advertisement of Program Events in the utility billing bulletin on a space available basis, posting notices and updates on the TOWN's website, placing information in divisional brochures, issuing press releases, posting notices and program information on bulletin boards, and placing information on Flower Mound TV. The TOWN will answer telephone calls and e-mails requesting CONTRACTOR information and refer interested parties to CONTRACTOR when requested or necessary.

D. TOWN will coordinate availability of the Facilities with CONTRACTOR.

E. All Program Event fees shall be paid to the TOWN.

F. TOWN shall assume responsibility for all refunds to Program Event participants and for the collection of bad checks.

G. TOWN specifically reserves the right to remove or exclude any person, group or organization from the Facilities based on conduct that the TOWN determines, in its sole discretion, to be objectionable or violate the TOWN's ordinances, policies, rules or regulations and any State or Federal rule, regulation, law or statute.

H. TOWN shall be responsible for all structural repairs and maintenance to the Facilities due to normal wear and tear when needed.

Section 8.
Indemnity

CONTRACTOR assumes all responsibility for and agrees to defend, indemnify and hold harmless the TOWN and any and all of its boards, commissions, officers, agents, representatives, employees, volunteers and elected or appointed officials from and against any and all suits and causes of action, claims for contribution or indemnity, charges, costs, damages, demands, expenses (including, but not limited to, attorney's fees and cost of litigation), judgments, civil fines and penalties, liabilities or losses of any kind or nature whatsoever, for death, bodily injury or personal injury to any person, including CONTRACTOR's employees and agents or damage or destruction to any property of either party hereto or third persons in any manner arising by reason of or incident in the performance of this Agreement

occasioned by any error, omission or negligent act on the part of CONTRACTOR or CONTRACTOR's officers, agents, employees or subcontractors.

Section 9.
Negligence

CONTRACTOR assumes full responsibility for the work and programs conducted by CONTRACTOR pursuant to this Agreement whether or not any claims for bodily injury, death, property damage or any other damage or injury of any kind are alleged to arise from the negligence of CONTRACTOR or CONTRACTOR's personal representatives, successors, contractors, subcontractors, agents, or employees or from any act of negligence by the TOWN, its officers agents and employees. It is the intent of the parties hereto that all indemnity obligations and liability are assumed by CONTRACTOR without regard to the causes thereof or the negligence of any party or parties, including any negligence of the TOWN, its officers, agents and employees, whether the negligence is sole, joint, concurrent, active or passive.

Section 10.
Release of Liability

CONTRACTOR does hereby release, acquit, and forever discharge the TOWN, its officers, agents, servants and employees, from all liability and from any and all claims or causes of action of any kind whatsoever, at common law, statutory or otherwise, attributable to the acts of omissions of CONTRACTOR, CONTRACTOR's personal representatives, contractors, subcontractors, agents and employees, and from any and all losses, damages or claims of damages on account of injury to the person or property of CONTRACTOR or others, or the death of CONTRACTOR or others, arising out of any of the services or courses of instruction provided. This Agreement shall be binding upon CONTRACTOR's heirs, assigns, administrators, executors and legal representatives forever.

Section 11.
Default

CONTRACTOR's failure to comply with the terms of this Contract will be deemed a default and CONTRACTOR will have thirty (30) days after receipt of written notice from the TOWN to cure such default. If the default is not cured within that period, the TOWN may terminate this Contract. In the event of termination under this section, the TOWN shall have the right, but not the obligation, to assume CONTRACTOR's performance to complete previously scheduled Program Events. If TOWN assumes the obligation to so perform, CONTRACTOR 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 Program Events. CONTRACTOR 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 Program Events upon CONTRACTOR's nonperformance under this Contract.

Section 12.
Confidential Information

During the term of this Agreement, CONTRACTOR may have access to, and become familiar with certain confidential information. CONTRACTOR agrees that any confidential information so obtained, including without limitation, any and all computer programs, software, and other proprietary data of whatever type of nature, is confidential information in the nature of a trade secret, and is the exclusive property of the TOWN. CONTRACTOR agrees and

acknowledges that the determination of what constitutes confidential information is a matter of state law, pursuant to Chapter 552 of the Texas Government Code, and that the TOWN is legally obligated to comply with such statute. CONTRACTOR covenants and agrees that it will not directly or indirectly, during or after termination of this Agreement, use for its own benefit, use to the detriment of the TOWN, or divulge to persons other than authorized employees or officers of the TOWN, any confidential information of the TOWN. Upon termination of this Agreement, all confidential information shall be left with or returned to the TOWN. CONTRACTOR agrees that its obligations under this section shall survive the expiration and/or termination of this Agreement.

Section 13.
Equitable Relief

CONTRACTOR acknowledges that irreparable injury will result to the TOWN in the event of CONTRACTOR's breach of any of the provisions herein. Consequently, in addition to any other rights or remedies available to the TOWN for breach of this Agreement by CONTRACTOR, the TOWN shall be entitled to enforcement by temporary restraining order and/or injunction. The rights and remedies of the TOWN under this Agreement (or otherwise) are cumulative, and no one of them is exclusive of any other or of any right or remedy allowed by law.

Section 14.
Changes

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

Section 15.
Conflict of Interest

CONTRACTOR covenants and agrees that CONTRACTOR 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 CONTRACTOR pursuant to this Contract will be conducted by employees, associates or subcontractors of CONTRACTOR.

Section 16.
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 CONTRACTOR is otherwise notified:

The TOWN of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
Attn.: Travis Cunniff
Telephone: 972.874.6341

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

Bad Dawg Tennis
6010 Osage Place

Frisco, TX 75034
Attn: David Gray
Telephone: 469-774-4560

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.

Section 17.
Successors and Assigns

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

Section 18.
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. CONTRACTOR 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 CONTRACTOR's income.

Section 19.
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.

Section 20.
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.

Section 21.
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.

Section 22.
Non-Waiver

The waiver by the TOWN of a breach of any provision of this Contract by CONTRACTOR shall not operate or be construed as a waiver of any subsequent breach by CONTRACTOR.

Section 23.
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.

Section 24.
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.

Section 25.
No Third Party Beneficiary

For purposes of this Contract, including its intended operation and effect, the parties 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 CONTRACTOR 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 CONTRACTOR.

Section 26.
Attorney's Fees

If an action at law or in equity by the TOWN is necessary to enforce the terms of this Contract, the TOWN shall be entitled to recover its reasonable attorney's fees and costs, in addition to any other relief to which it may be entitled.

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:

By:_____
Name: Derek France, Mayor, Town of Flower Mound

CONTRACTOR:

By:_____
Name: David Gray, Owner/Director Bad Dawg Tennis

Date Signed: _____

Tennis Proposal for
Town of Flower Mound
RFP# 2024-23-A
Tennis Programs Provider

Submitted by
Bad Dawg Tennis

December 1, 2023

Twenty plus years ago, Christopher Brown & David Gray started a tennis program in nearby Highland Shores. Coach Gray's first marketing effort was to approach the neighborhood Mom's Club, promoting a Pee Wee tennis program that would form the building blocks for the future. The courts were almost immediately teaming with tennis tots, the staff jokingly renamed Coach Gray "Mr. Pee Wee" and the coaching team bragged that they were teaching the world to play tennis...one Pee Wee at a time.

With that family-oriented programming, Bad Dawg Tennis was officially launched.

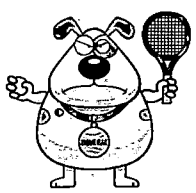
We're proud that we've had the opportunity to bring that same passion for youth and family tennis to the Flower Mound tennis community, and hope to continue in that role. We've attached documents to demonstrate the case for the Bad Dawg team to remain as the town's tennis provider.

Section I (Qualifications) outlines the coaches' credentials and introduces our team, which included 100+ individuals last year. We've coached pro players at every Gland Slam event, run 10 professional tournaments, coached the world's #1 junior player, and even built and designed two tennis centers from the ground up. But our passion is grass roots tennis programs and our expertise is municipal tennis partnerships.

Section II (Sample Programming) contains 2023 Flower Mound tennis flyers, which serve as a sample of programs and pricing that we'd offer Flower Mound residents. With the challenge of serving a town of over 80,000 residents on only 4 public courts, we've tweaked these offerings over the years, and think we've found a happy balance between revenue production and recreational play. Courts have been packed under our direction, residents have been pleased and we think we've come close to optimal utilization.

Section III (References) includes individuals we currently conduct business with in several nearby cities, including Highland Village, Denton and Prosper.

Submitted Date: December 1, 2023



QUALIFICATIONS

Management Team

Coach Christopher Brown

- Owned, founded and designed a 12-court & $8 million tennis facility in Frisco, Lakes Tennis Academy, where professional players and top juniors trained
- Coached professional players in the Top 100 in the world, including the world's top-ranked junior
- Trained approximately 100 nationally ranked junior players
- Travelled to Grand Slam events (French Open, U.S. Open) with professional players
- Played #2 for Texas A & M University
- USPTA Certified at highest level (Elite)

Coach David Gray

- Division I collegiate head coach, winning record 6 of 7 years
- Selected conference Coach of the Year while at UNT
- Tournament Director for 10 professional events, including tournaments featuring Maria Sharapova and numerous Top 100 players
- Ranked # 1 in state in doubles in age division
- USPTA Certified at highest level (Elite)
- Tied the world record for longest doubles match (5 days) during a charity event

Coach Luis Valdez

- Founded/designed Midland's 28-court & $14 million Bush Tennis Center
- Serves on State and National USTA Committees
- Frequently utilized by USTA Texas Section to train coaches in north Texas
- USPTA Certified at highest level (Elite)
- Serves as Director of Operations for Bad Dawg Tennis

Additional Key Personnel

Last year our team included about 100 individuals, with an array of skills that allow us to offer a variety of programs and events. Here's a sampling of that breadth:

- Host 50 tournaments a year
- Halloween Tennis Costume Event
- Special Needs "Super Duper Tennis" Event
- Dawn Patrol (early morning 5:30am workout)
- Tennis Carnivals
- Travelling Tennis Camps (offered at neighborhood satellite locations)
- School Tennis Assemblies
- Travel Team - coaches travel with our juniors to nearby competitive events
- Cardio Tennis Workouts - high energy fitness workouts for adults
- Intensive Boot Camps - for high schoolers, adult league players

Here's a list of roles we've designated to make our business stronger:

Natalie Drew	Human Resources
Cody Smith	Director of Tournaments
Constance Alexander	Director of Junior Team Tennis
Joey Molina	Head Professional
Brandon L'Heureux	Head Professional
Steve Steindorf	Graphics
Shawn McLain	Social Media Coordinator
Sybrand Croseek	Technology Consultant
Yvonne Ferrara	Director of Adult Programs

Experience With Cities

The Bad Dawg team is especially proud of the relationships we've developed with cities. Our track record shows we're proven builders and great partners with municipalities.

As contractors for the city of Denton, we've tripled the annual tennis revenue from the largest amount received in the tennis center's first 30 years. In nearby Highland Village, we've quadrupled revenue from the previous vendor, and in Prosper we're the largest source of any recreational offering.

On a personal note, Coach Gray has parks in his blood as his father served continuously as chair of a Parks & Rec board in Baytown, Texas, for over 50 years.

Business References

*The below individuals work closely with Bad Dawg Tennis on municipal tennis partnerships in nearby cities.

Cecilee Fannon
Recreation Coordinator, Town of Prosper
Oversees Prosper Tennis Academy
972-569-1057

Jason Barrow
Athletics Manager, City of Denton
Oversees Denton Tennis & Pickleball Center
940-349-7218

Andra Foreman
Recreation Manager, City of Highland Village
Oversees Highland Village Tennis Center
972-317-7430

Bid Certification Form
RFP No. 2024-23-A
Tennis Programs Provider

Company Information
The following information must be provided in its entirety for your bid to be considered:

Company Name: Gray Event Management (dba Bad Dawg Tennis)

Principal Place of Business Address: 6010 Osage Pl

Principal Place of Business City, State, Zip: Frisco, TX 75034

Principal Place of Business Phone Number: 469-774-4560

Principal Place of Business Fax Number: _____

Remittance Address (if different from above): same as above

Remittance City, State, Zip: _____

Tax Identification No: 01-0705223

Addendums
If an addendum to this bid is issued, acknowledge addendum by initialing beside the addendum number:

Add. No. 1 _____ Add. No. 2 _____ Add. No. 3 _____ Add. No. 4 _____ Add. No. 5_____

Certification
The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this bid have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, in accordance with the terms and conditions contained herein. Vendor agrees that acceptance of any or all bid items by the Town of Flower Mound, Texas, within the time frame indicated in this bid constitutes a contract.

The individual signing this bid certifies that he/she is a legal agent of the company, authorized to bid on behalf of the company, and is legally responsible for the decisions as to the prices and supporting documentation provided.

Authorized Representative: David W. Gray — Signature; 12-1-23 — Date

David W. Gray — Printed Name

Owner/Director — Title

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

Name of vendor who has a business relationship with local governmental entity.

O Gray Event Management (dba Bad Dawg Tennis

☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

Name of local government officer about whom the information is being disclosed.

_____

Name of Officer

Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

W Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director or holds an ownership interest of one percent or more.

D ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

David W. Gray

Signature of vendor doing business with the governmental entity

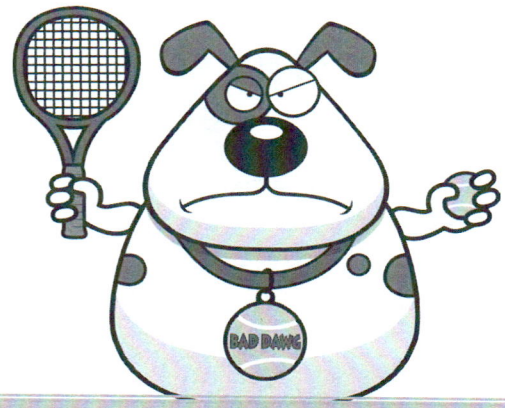
12-1-23

Date

Tennis Lessons

Pee Wee Tennis (Ages 4-6)				
Tu & Th Sa	Jan. 17- Feb. 18	5 - 6 p.m. 10 - 11 a.m.	Any 5 sessions - $135 Any 10 sessions - $195 All 15 sessions - $235	15643 15637 15640
Tu & Th Sa	Feb. 21- Apr. 1*	5 - 6 p.m. 10 - 11 a.m.	Any 5 sessions - $135 Any 10 sessions - $195 All 15 sessions - $235	15644 15638 15641
Tu & Th Sa	Apr. 4- May. 6	5 - 6 p.m. 10 - 11 a.m.	Any 5 sessions - $135 Any 10 sessions - $195 All 15 sessions - $235	15645 15639 15642
Elementary Tennis (Ages 7-9)				
Tu & Th Sa	Jan. 17- Feb. 18	5 - 6 p.m. 10 - 11 a.m.	Any 5 sessions - $135 Any 10 sessions - $195 All 15 sessions - $235	15623 15617 15620
Tu & Th Sa	Feb. 21- Apr. 1*	5 - 6 p.m. 10 - 11 a.m.	Any 5 sessions - $135 Any 10 sessions - $195 All 15 sessions - $235	15624 15618 15621
Tu & Th Sa	Apr. 4- May 6	5 - 6 p.m. 10 - 11 a.m.	Any 5 sessions - $135 Any 10 sessions - $195 All 15 sessions - $235	15625 15619 15622
Middle School Tennis (Ages 10-15)				
Tu & Th Sa	Jan. 17- Feb. 18	5 - 6 p.m. 10 - 11 a.m.	Any 5 sessions - $135 Any 10 sessions - $195 All 15 sessions - $235	15633 15627 15630
Tu & Th Sa	Feb. 21- Apr. 1*	5 - 6 p.m. 10 - 11 a.m.	Any 5 sessions - $135 Any 10 sessions - $195 All 15 sessions - $235	15634 15628 15631
Tu & Th Sa	Apr. 4- May. 6	5 - 6 p.m. 10 - 11 a.m.	Any 5 sessions - $135 Any 10 sessions - $195 All 15 sessions - $235	15635 15629 15632
Advanced Training (Ages 10-18)				
M, W, & Th	Jan. 16- Feb. 16	6 - 7:30 p.m.	Any 5 sessions - $155 Any 10 sessions - $235 All 15 sessions - $285	15604 15607 15610
M, W, & Th	Feb. 20- Mar. 30*	6 - 7:30 p.m.	Any 5 sessions - $155 Any 10 sessions - $235 All 15 sessions - $285	15605 15608 15611
M, W, & Th	Apr. 3- May. 4	6 - 7:30 p.m.	Any 5 sessions - $155 Any 10 sessions - $235 All 15 sessions - $285	15606 15609 15612

*CLASSES WILL NOT MEET MARCH 13-18



All classes are offered through Bad Dawg Tennis, the Town's official tennis provider. For questions or private lesson inquiries, please call 972.839.8553. To register, please visit www.flower-mound.com/tennis.

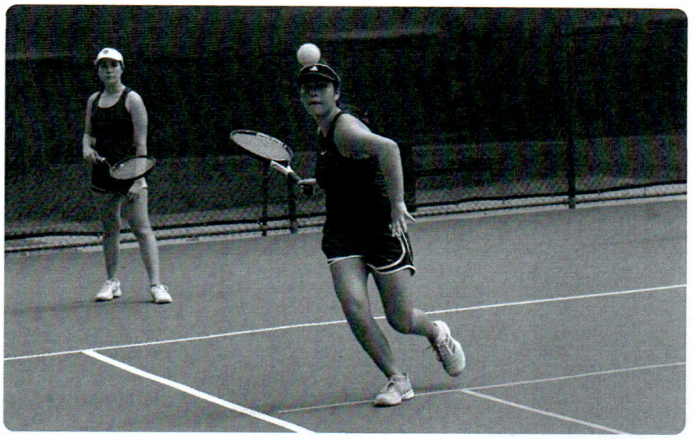
Attendance Policy: Players can choose between a 5 class, 10 class, 15 class, or the spring package option. Participants are allowed to attend any of the dates offered. All sessions are offered at the Leonard & Helen Johns Community Park tennis courts.

Tennis Lessons - Spring Package

All Levels				
Tu & Th Sa	Jan. 17- May 6*	5 - 6 p.m. 10 - 11 a.m.	Pee Wee - $470 Elementary - $470 Middle Sch. - $470	15646 15626 15636
Advanced				
M, W, & Th	Jan. 16- May 4*	6 - 7:30 p.m.	Advanced - $595	15613

Adult Lessons

Coed Open (Ages 18 & Up)				
Tu	Jan. 17-Feb. 14 Feb. 21-Mar. 28* Apr. 4-May 2	7 - 8 p.m.	$125	15614 15615 15616



TENNIS

Summer Tennis Camps

Youth Camps (Ages 5-13) for Beg./Intermediate Players

May 30-Jun. 2	Tu-F	8:30 - 10 a.m.	$145	16182
Jun. 3-24	Sa	10 - 11 a.m.	$109	16180
Jun. 5-8	M-Th	8:30 - 10 a.m.	$145	16176
Jun. 12-15	M-Th	8:30 - 10 a.m.	$145	16184
Jun. 19-22	M-Th	8:30 - 10 a.m.	$145	16185
Jun. 26-29	M-Th	8:30 - 10 a.m.	$145	16189
Jul. 1-29	Sa	10 - 11 a.m.	$109	16181
Jul. 10-13	M-Th	8:30 - 10 a.m.	$145	16186
Jul. 17-20	M-Th	8:30 - 10 a.m.	$145	16187
Jul. 24-27	M-Th	8:30 - 10 a.m.	$145	16188

Summer Packages (Ages 5-13) for Beg./Intermediate

Any 4 weeks*	M-Th	8:30 - 10 a.m.	$435	16191
All 8 weeks*	M-Th	8:30 - 10 a.m.	$749	16190

Advanced Training (Ages 11-18) for Experienced Players

May 30-Jun. 2	Tu-F	10:30 a.m. - 12 p.m.	$145	16165
May 31-Jun. 26	M, W	6:30 - 8 p.m.	$189	16192
Jun. 5-8	M-Th	10:30 a.m. - 12 p.m.	$145	16166
Jun. 12-15	M-Th	10:30 a.m. - 12 p.m.	$145	16167
Jun. 19-22	M-Th	10:30 a.m. - 12 p.m.	$145	16168
Jun. 26-29	M-Th	10:30 a.m. - 12 p.m.	$145	16172
Jun. 28-Jul. 31*	M, W	6:30 - 8 p.m.	$189	16193
Jul. 10-13	M-Th	10:30 a.m. - 12 p.m.	$145	16169
Jul. 17-20	M-Th	10:30 a.m. - 12 p.m.	$145	16170
Jul. 24-27	M-Th	10:30 a.m. - 12 p.m.	$145	16171

Advanced Training (Ages 11-18) for Experienced Players

Any 4 weeks*	M-Th	10:30 a.m. - 12 p.m.	$435	16174
All 8 weeks*	M-Th	10:30 a.m. - 12 p.m.	$749	16173
All You Can Play*	M, W	6:30 - 8 p.m.	$299	16194

Co-ed Open-All Level (Ages 18 & Up)

May 30-Jun.20	Tu	7- 8 p.m.	$109	16163
Jun. 27-Jul. 25*	Tu	7 - 8 p.m.	$109	16164

*Classes will not meet the week of July 4.

Visit www.flower-mound.com/tennis to register online.

All outdoor classes are offered at Leonard & Helen Johns Community Park, and indoor classes are held at the CAC.

All classes are offered through Bad Dawg Tennis, the Town's official tennis provider. For more information, or private lesson inquiries, please call Coach Brown at 972.839.8553.

Indoor Tennis Camp

Campers will learn the sport of a lifetime indoors, escaping the heat, at the CAC Gymnasium! Nets will be set up, and players will rotate from station to station learning the basic strokes of tennis. Rackets will be available to borrow, and campers will receive a prize.

Ages: 4-11 years
Location: CAC Gymnasium 2
Instructor: Bad Dawg Tennis Staff
Min/Max: 1/30

Day	Date	Time	Fee	Code
M, W, F	Jun. 12-16	10:30 a.m. - 12 p.m.	$119	15838
M, W, F	Jun. 26-30	10:30 a.m. - 12 p.m.	$119	15839
M, W, F	Jul. 17-21	10:30 a.m. - 12 p.m.	$119	15840
M, W, F	Jul. 24-28	10:30 a.m. - 12 p.m.	$199	15841

Indoor Tennis & Swimming Camp

Campers will begin camp indoors at the CAC gymnasium where they will learn the FUNdamentals of tennis. Nets will be set up, and players will rotate from station to station learning the basic strokes of the game. Tennis instruction will then be followed by recreational swimming at the CAC Outdoor Water Park* with coaches and lifeguards present. Campers can enjoy the water slides, lazy river, and dumping buckets. Rackets are available to borrow, and campers will receive a prize at the end of camp. Please bring a lunch, towel, swimsuit, and sunscreen.

Ages: 6-12 years
Location: CAC Gymnasium 2/Outdoor Water Park
Instructor: Bad Dawg Tennis Staff
Min/Max: 5/35

Day	Date	Time	Fee	Code
M, W, F	Jun. 12-16	10:30 a.m. - 1:30 p.m.	$169	15834
M, W, F	Jun. 26-30	10:30 a.m. - 1:30 p.m.	$169	15835
M, W, F	Jul. 17-21	10:30 a.m. - 1:30 p.m.	$169	15836
M, W, F	Jul. 24-28	10:30 a.m. - 1:30 p.m.	$169	15837

*In case of inclement weather or staffing issues, campers will be moved to the CAC Indoor Pool.

PUBLIC TENNIS COURTS

GLENWICK PARK
3300 Cross Timbers Road
(one lighted court, including Pickleball lines)

LEONARD & HELEN JOHNS COMMUNITY PARK
1850 Timber Creek Road
(four lighted courts)

Flower Mound's public tennis courts are open for play from 6 a.m. - 10 p.m. Tennis courts may be reserved a maximum of two days per week, for 1½ hours per day. No fee is required.

Reservations can be made one week in advance at the Community Activity Center, 1200 Gerault Road, or by calling 972.874.6300 during regular business hours, Monday-Friday, 8 a.m. - 5 p.m. Reservation requests can also be emailed to tennis@flower-mound.com.

Tennis Lessons

Pee Wee Tennis (Ages 4-6)				
Tu & Th Sa	Aug. 15- Sep. 16	5 - 6 p.m. 10 - 11 a.m.	Any 5 sessions - $135 Any 10 sessions - $195 All 15 sessions - $235	16909 16903 16906
Tu & Th Sa	Sep. 19- Oct. 21	5 - 6 p.m. 10 - 11 a.m.	Any 5 sessions - $135 Any 10 sessions - $195 All 15 sessions - $235	16910 16904 16907
Tu & Th Sa	Oct. 24- Dec. 2*	5 - 6 p.m. 10 - 11 a.m.	Any 5 sessions - $135 Any 10 sessions - $195 All 15 sessions - $235	16911 16905 16908
Elementary Tennis (Ages 7-9)				
Tu & Th Sa	Aug. 15- Sep. 16	5 - 6 p.m. 10 - 11 a.m.	Any 5 sessions - $135 Any 10 sessions - $195 All 15 sessions - $235	16889 16883 16886
Tu & Th Sa	Sep. 19- Oct. 21	5 - 6 p.m. 10 - 11 a.m.	Any 5 sessions - $135 Any 10 sessions - $195 All 15 sessions - $235	16890 16884 16887
Tu & Th Sa	Oct. 24- Dec. 2*	5 - 6 p.m. 10 - 11 a.m.	Any 5 sessions - $135 Any 10 sessions - $195 All 15 sessions - $235	16891 16885 16888
Middle School Tennis (Ages 10-15)				
Tu & Th Sa	Aug. 15- Sep. 16	5 - 6 p.m. 10 - 11 a.m.	Any 5 sessions - $135 Any 10 sessions - $195 All 15 sessions - $235	16899 16893 16896
Tu & Th Sa	Sep. 19- Oct. 21	5 - 6 p.m. 10 - 11 a.m.	Any 5 sessions - $135 Any 10 sessions - $195 All 15 sessions - $235	16900 16894 16897
Tu & Th Sa	Oct. 24- Dec. 2*	5 - 6 p.m. 10 - 11 a.m.	Any 5 sessions - $135 Any 10 sessions - $195 All 15 sessions - $235	16901 16895 16898
Advanced Training (Ages 10-18)				
M, W, & Th	Aug. 14- Sep. 14*	6 - 7:30 p.m.	Any 5 sessions - $155 Any 10 sessions - $235 All 15 sessions - $285	16876 16870 16873
M, W, & Th	Sep. 18- Oct. 19	6 - 7:30 p.m.	Any 5 sessions - $155 Any 10 sessions - $235 All 15 sessions - $285	16877 16871 16874
M, W, & Th	Oct. 23- Nov. 30*	6 - 7:30 p.m.	Any 5 sessions - $155 Any 10 sessions - $235 All 15 sessions - $285	16878 16872 16875

All classes are offered through Bad Dawg Tennis, the Town's official tennis provider. For questions or private lesson inquiries, please call 972.839.8553. To register, please visit www.flower-mound.com/tennis.

Tennis Lessons - Fall Package*

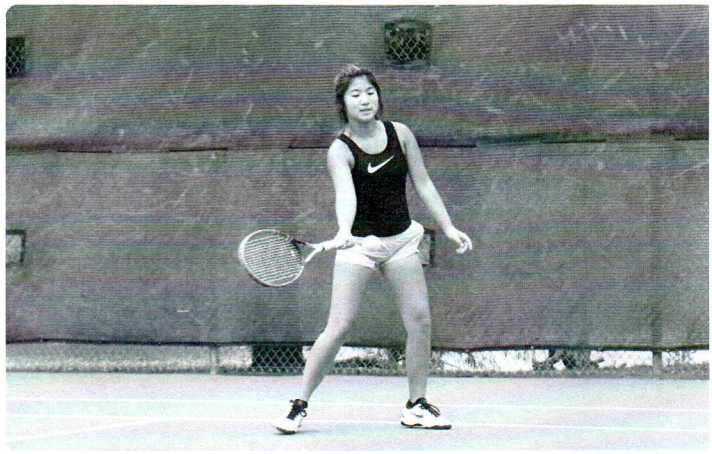
All Levels					
Tu & Th Sa	Aug. 15- Dec. 2*	5 - 6 p.m. 10 - 11 a.m.	$470	Pee Wee Elementary Middle School	16912 16892 16902
M, W, Th	Aug. 14- Nov. 30*	6 - 7:30 p.m.	$595	Advanced	16879

Adult Lessons*

Coed Open (Ages 18 & Up)				
Tu	Aug. 15-Sep. 12 Sep. 19-Oct. 17 Oct. 24-Nov. 28*	7 - 8 p.m.	$125	16880 16881 16882

Attendance Policy

Players can choose between a 5 class, 10 class, 15 class, or full session option during each time period. Participants are allowed to attend any of the dates offered. All sessions are offered at the Leonard & Helen Johns Community Park tennis courts, located at 1850 Timber Creek Road, Flower Mound.



*CLASSES WILL NOT MEET SEP. 4 OR NOV. 20-25

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

McADAMS

The John R. McAdams Company, Inc.
4400 State Highway 121, Suite 800
Lewisville, Texas 75056

phone 972. 436. 9712
fax 972. 436. 9715
TBPE: 19762 TBPLS: 10194440

www.mcadamsco.com

CLIENT

85 AND 71 AVALON HOLDINGS, LLC
207 W. HICKORY ST.
DENTON, TEXAS 76201
MR. ERIC SCHMITZ
(972) 567-6754

MONARCH

EXHIBIT D-CONCEPT PLAN
35 W & DENTON CREEK BLVD
TOWN OF FLOWER MOUND, TEXAS, 76226

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW. IT IS NOT INTENDED FOR CONSTRUCTION, AND IS NOT PERMIT PURPOSES, BIDDING, OR PERMIT PURPOSES.
JAMESON PINSON LANDSCAPE ARCHITECT # 2826
DATED 1/29/2024

REGISTERED LANDSCAPE ARCHITECT
JAMESON R. PINSON
2826
STATE OF TEXAS

REVISIONS

NO.	DATE	DESCRIPTION

PLAN INFORMATION

PROJECT NO.	SPEC22509
FILENAME	SPEC22509-OPEN SPACE 2024-01-29.DWG
CHECKED BY	XXX
DRAWN BY	JS
SCALE	1"=200'
DATE	01.29.2024

SHEET

OPEN SPACE PLAN

OSP.00

M:\Projects\SPEC\SPEC-2022\SPEC22509 Monarch\04-Production\Planning and LA\Exhibits\Planning\[CADD LA Working Files\SPEC22509-OPEN SPACE 2024-01-29.dwg, 1/29/2024 10:45:49 AM, Verity Burk