



Parks Board

September 5, 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. As prescribed in the Youth Sports Contract, a report will be given by Flower Mound Lacrosse Association of their operations with regard to youth lacrosse.
2. Recap Presentation of the Parks and Recreation Internship Program
3. National Senior Center Month

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. August 1, 2024 Minutes - Consider approval of the minutes from August 1, 2024.

H. REGULAR ITEM(S)

1. Caveman Triathlon - Consider approval of a request from Dallas Athletes Racing, Inc. to hold a sanctioned triathlon event at the Community Activity Center and Gerault Park on Sunday, April 6, 2025.
2. Consider approval the 2024 Mound Throw Down event - Consider approval of a request from Therapeutic Recreation Group to hold the 2024 Mound Throw Down event at the Heritage Park of Flower Mound.
3. 2024 Mound Throw Down Event - Beer/Wine Request - Consider recommending approval for Town Council consideration the sale and consumption of alcoholic beverages (beer and wine) at the Heritage Park of Flower Mound during Therapeutic Recreation Group's 2024 Mound Throw Down event.

I. WORK SESSION ITEM(S)

1. Monarch Planned Development - 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. COORDINATION OF CALENDARS

1. The next Parks Board meeting is scheduled for October 3, 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: September 30, 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



August 1, 2024
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
Christopher Chastain, Place 1
Dart West, Place 2
Holly Royer, Place 5
Mark Mayer, Place 6
Susan Borella, Place 8, Alternate
Doug Graves, Place 9, Alternate
Vacant, Place 10, Alternate

with the following member(s) absent:
Jennifer Romaszewski, Place 7

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

Board Member Dart West led the invocation.

C. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

Chair Teresa Thomason led the invocation.

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.

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- 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.

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.	David Belknap, 1620 River Birch	Tennis Courts at Trotter Park
2.	Vicki Smith, 4805 Bayberry St	Access to Spring Lake Park from south side of Bayberry St

** Indicates person did not wish to speak*

E. PRESENTATION

1. As prescribed in the Youth Sports Contract, a report will be given by Neighborhood Sports of the association's operations in regards to youth football.

David Inderlied with Neighborhood Sports provided the Board with an update of the associations operations in regards with youth flag football.

F. STAFF/DIRECTOR REPORT

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

G. CONSENT ITEM

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. Approval of minutes - Consider approval of the minutes from June 6, 2024.

ACTION: Vice Chair Rick Kenyon moved to approve G.1. as presented in the agenda caption. Board Member Borella seconded the motion.

AYES: Richard Kenyon, Ervin West, Christopher Chastain, Holly Royer, Mark Mayer, Susan Borella

NAYS: None
ABSTAIN: None
RESULT: 6 : 0

H. REGULAR ITEMS

1. Fido Fest 2024 - Consider approval of a request from Humane Tomorrow to hold the 2024 Fido Fest at The Heritage Park of Flower Mound on Saturday, November 9, 2024.

ACTION: Board Member Mark Mayer moved to approve H.1. as presented in the agenda caption. Board Member Holly Royer seconded the motion.

AYES: Richard Kenyon, Ervin West, Christopher Chastain, Holly Royer, Mark Mayer, Susan Borella

NAYS: None

ABSTAIN: None

RESULT: 6 : 0

2. Forest Vista ES Rental Request - Consider approval of a request from the Forest Vista Elementary School PTA to sell PTA memberships, T-shirts, yard signs, and various spirit wear during their rental of the outdoor water park and indoor pool at the Community Activity Center on Saturday, August 10, 2024.

ACTION: Board Member Holly Royer moved to approve H.2. as presented in the agenda caption. Board Member Mark Mayer seconded the motion.

AYES: Richard Kenyon, Ervin West, Christopher Chastain, Holly Royer, Mark Mayer, Susan Borella

NAYS: None

ABSTAIN: None

RESULT: 6 : 0

3. Watermere at Flower Mound Phase II - Consider recommending to Planning and Zoning Commission and Town Council Park requirements for Watermere at Flower Mound Phase II residential development generally located east of FM 2499 and south of Dixon Lane.

ACTION: Vice Chair Rick Kenyon moved to recommend approval to Planning and Zoning Commission and Town Council cash, in the amount of \$106,560.00, be accepted in lieu of the otherwise required Park Land Dedication, and Park

Development Fees in the amount of \$33,312.00 for the Watermere at Flower Mound phase II residential development generally located east of FM 2499 and south of Dixon Lane. Board Member Mark Mayer seconded the motion.

AYES: Richard Kenyon, Ervin West, Christopher Chastain, Holly Royer, Mark Mayer, Susan Borella
NAYS: None
ABSTAIN: None
RESULT: 6 : 0

I. COORDINATION OF CALENDARS

1. The next regular meeting is scheduled for September 5, 2024.

J. ADJOURN

Chair Teresa Thomason adjourned the meeting at 7:27 p.m. and all were in favor.



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

DATE: September 5, 2024

FROM: David Powell, CAC Manager

ITEM: **Consider approval of a request from Dallas Athletes Racing, Inc. to hold a sanctioned triathlon event at the Community Activity Center and Gerault Park on Sunday, April 6, 2025.**

BACKGROUND: Dan Jones of Dallas Athletes Racing, Inc. (DAR) has requested permission to host their Caveman triathlon at the CAC on Sunday, April 6, 2025. The CAC (Gerault Park) is a revenue generating center that has the necessary facilities and parking to accommodate a race of this size. The natatorium is designed as a competitive pool with the ability to rent out space to local groups and swim teams to assist the Town in reaching its revenue goals. The triathlon would occur prior to the CAC opening and would not interfere or affect members or guests.

DAR began in March 2001 and hosts more than a dozen triathlons and events across north Texas each year. DAR has hosted the annual Caveman Triathlon at the CAC since 2009, with approximately 500 participants each year. The Caveman event will consist of a 275-yard swim, 13-mile bike ride, and 3.1-mile run.

DAR will coordinate with the Flower Mound Police Department concerning the run/bike routes and will be required to secure all necessary permits prior to the event. DAR anticipates 650 participants for this event. A Certificate of Liability Insurance from DAR, listing the Town as additional insured, will be required before the event can take place.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: The Town will receive revenue from Dallas Athletes, Inc. in accordance with the rental policy which outlines CAC rental and staff fees.

Proposed Expenditure/(Revenue)
(\$1,105)

Account Number(s):
100-4265

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; Page 7 of 49 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.

ATTACHMENTS:

1. Caveman Permit R37863
2. Caveman Maps 2025

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

Permit



Community Activity Center (CAC) PHONE:(972) 874-7275
1200 Gerault Road EMAIL:cac@flowermound.gov
Flower Mound, TX 75028

Permit # R37863
Status Approved
Date Jun 7, 2024 4:29 PM

Organization Name	DBA Dallas Athletes - 37	Organization Phone 1	(214) 796-5282
Customer Type	General Public	Number	
Organization Address	4024 Kenwood Dr Flower Mound, TX 75022		
Agent Name	Dan Jones	Home Phone Number	(214) 796-5282
System User	Kati Mize		

	Rental Fee	\$1,105.00
	Discounts	\$0.00
	Subtotal	\$1,105.00
	Deposits	\$0.00
	Deposit Discounts	\$0.00
	Total Permit Fee	\$1,105.00
	Total Payment	\$0.00
	Refunds	\$0.00
	Balance	\$1,105.00

Caveman 2025	1 resource(s)	1 booking(s)	Subtotal: \$1,105.00
Booking Summary			
Natatorium (Aquatics)		Center: Community Activity Center (CAC)	
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Sun, Apr 6, 2025 2:00 AM	Sun, Apr 6, 2025 1:00 PM	100	\$1,105.00

Waivers and Information			
WAIVER NAME	DUE DATE	FOR	SIGNING STATUS
Aquatics Rental Waiver Attachment	Apr 6, 2025		Waiver Signed
The Terms are listed above and labelled as areas iii and iv. The Conditions of Use are detailed in area ii.			
Deposits A deposit for the Indoor Pool/Outdoor Waterpark at the Community Activity Center (CAC) is required along with rental agreement and full payment. A \$200 deposit is required to reserve a portion of the CAC. The deposit will be refunded if the area used has been left in good order and all condition of the rental permit has been met. Deposit may be reduced due to any and all damage caused by user?s guests. Any overage time will be rounded up to the half hour, charged at double the regular rate, and deducted from the deposit.			
A staff member will check out Licensee at the conclusion of the rental by filling out the Rental Check Out form. Deposits paid by credit card will be refunded back to the Lessees account ready to be returned to the original card within 7 days. Deposits paid by cash or check will be refunded by check and mailed within 3 to 4 weeks.			
Rental Rates All current CAC members will be given a 10% discount off of the current resident rate for facility rentals. To receive the discount, the CAC membership holder must have a current membership at the time of the reservation booking and their membership must be current on the actual			

date of the facility rental.

Rental rate include access to the rented area only. In order to utilize other amenities during open hours, Licensee and guest must have a current CAC membership or purchase a day pass. For Party Room and Shade Pavilions, membership or day passes are required for all attendees.

Cancellation

In order to receive a full refund for a facility rental, notice of cancellation, in writing via email, must be given no less than 14 day prior to the date of the rental. If notice is not given 14 days prior to the rental date, the full amount of the rental will be retained; however, the \$200 deposit will be refunded in full.

Licensee can modify rental days, times, location, etc. up to 5 days prior to the rental date depending on availability.

Inclement Weather Policy

Aquatic rentals will be held if the Outdoor Water and/or Indoor Pool are open. If rental is scheduled for the Outdoor Waterpark and it is closed due to inclement weather, the rental will be moved inside if possible, and difference in cost to rent the Indoor Pool will be credited back. If the Outdoor Waterpark and Indoor Pool are closed due to inclement weather or if there is no space available inside, the party will be rescheduled for another date (based on availability).

Liability

Licensee agrees to pay for any damage done to the facility, grounds, or furnishings by themselves, their guests, caterers, decorators, planners, florists, and/or delivery company during or pertaining to their rentals. Notification will be given to the Licensee as soon as damages have been assessed. Licensee will be financially responsible for cost of repairs not covered by the deposit.

Security

In addition to the deposit, Licensee may be required by Town staff to secure the services of one or more off-duty Flower Mound Police Officers for the duration of the event, at the Licensee's expense. Police staffing levels shall be determined by the Chief of Police or his/her designee. The minimum contract for an off-duty officer, as required by FMPD, is four (4) hours. All required police officers shall be present in the designated area prior to the event and throughout the event, until all guests have left the Town's facility. Additionally, CAC staff reserves the right to terminate an event if it is believed that the building is unsafe or the event has exceeded the anticipated number of attendees. In the event that a rental is terminated, the entire party will be asked to leave the CAC premises immediately.

Supervision (Children/Youth Party)

All rentals for minors (ages 1 to 17) require (1) adult chaperone per 10 minors. Minors/children must stay in the rented room(s) and not be left running in the hallway, lobby, and other areas in the CAC.

Alcohol

No alcoholic beverages are allowed in the CAC at any time per Town ordinance.

Music

Music is allowed during rental hours provided that this has been previously agreed and noted in the rental permit. Noise level has to be kept down. Music and amplified sound should not be heard in other rooms throughout the CAC or amplified for neighbors to hear.

Rental Hours

Rental hours include set-up and clean-up time. Licensee and/or other members of the Licensee's party, caterers, florists, etc., will not be allowed in the assigned room(s) until the time specified on the rental permit. All decoration, food, and rental items must be removed from CAC premises at the end of the specified rental time.

Decorations

Use of nails, tacks, staples, or duct tape is prohibited on walls or furnishings. Use of confetti, glitter, silly string, or birdseeds inside the CAC or within 25 feet of building entryway is prohibited. Bubbles can be used outside the building only. All decoration must be taken down before Licensee vacates the room(s).

Fire

Due to fire regulation, room capacity set by the Fire Marshall will be strictly enforced.

Smoking is not allowed inside the building or outdoor pool.

Candles are prohibited.

Fog machines are not allowed.

Entrance and exit doors may not be obstructed.

Fireworks and explosive liquids are not allowed.

Only UL approved appliances and outlets are allowed.

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 UNCONDITIONAL 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: \$1,105.00 Current Balance: \$1,105.00

DUE DATE	AMOUNT DUE	AMOUNT PAID	WITHDRAWAL ADJUSTMENT	BALANCE
Apr 6, 2025	\$1,105.00	\$0.00	\$0.00	\$1,105.00

X: _____

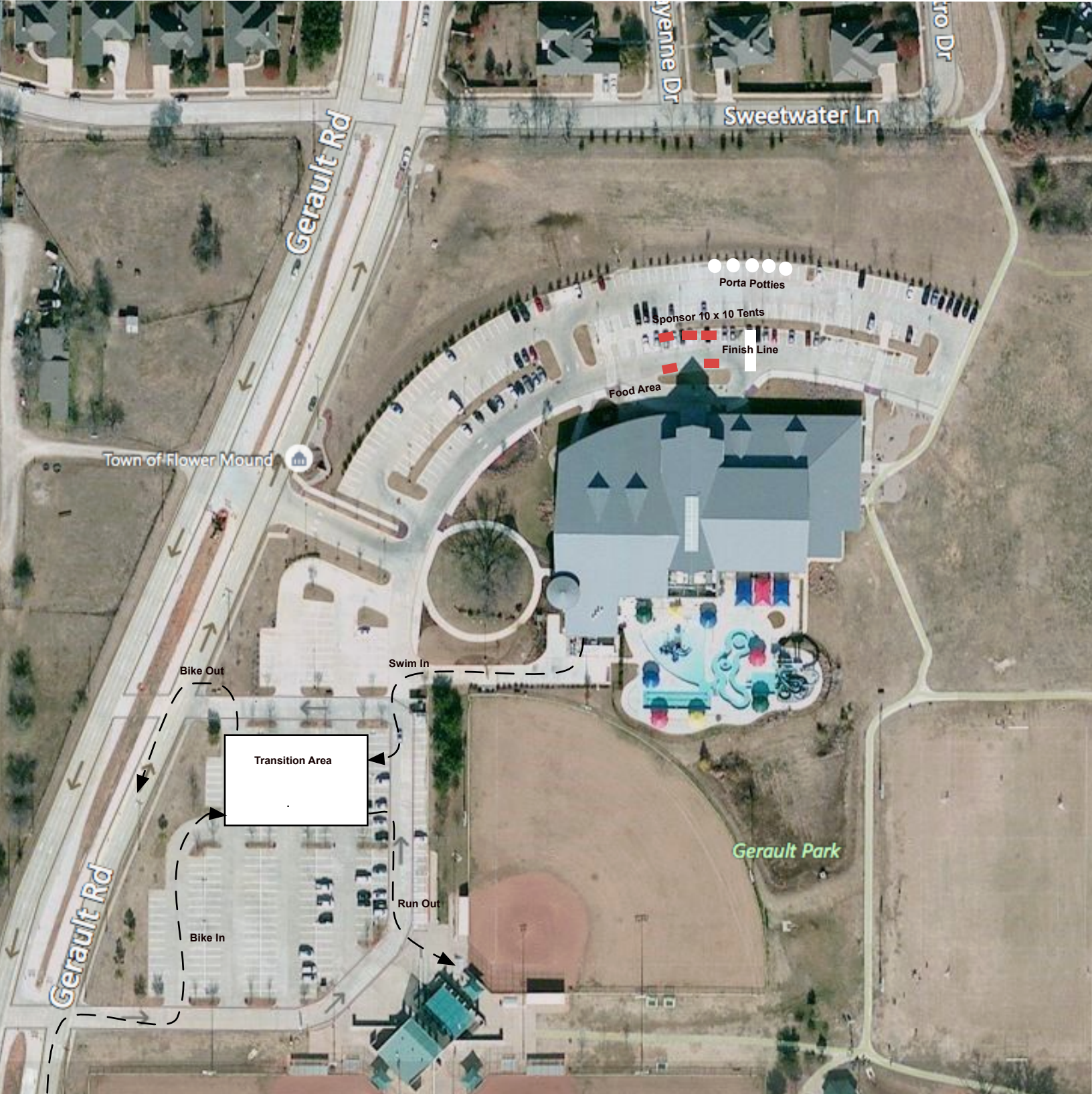
X: _____

Date: _____

Date: _____

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

DBA Dallas Athletes
Customer Type: General Public
Customer ID: 9141
Mailing Address: 4024 Kenwood Dr, Flower Mound, TX 75022
Organization Phone 1 Number: (214) 796-5282
Authorized Agent Name: Dan Jones
Home Phone Number: (214) 796-5282

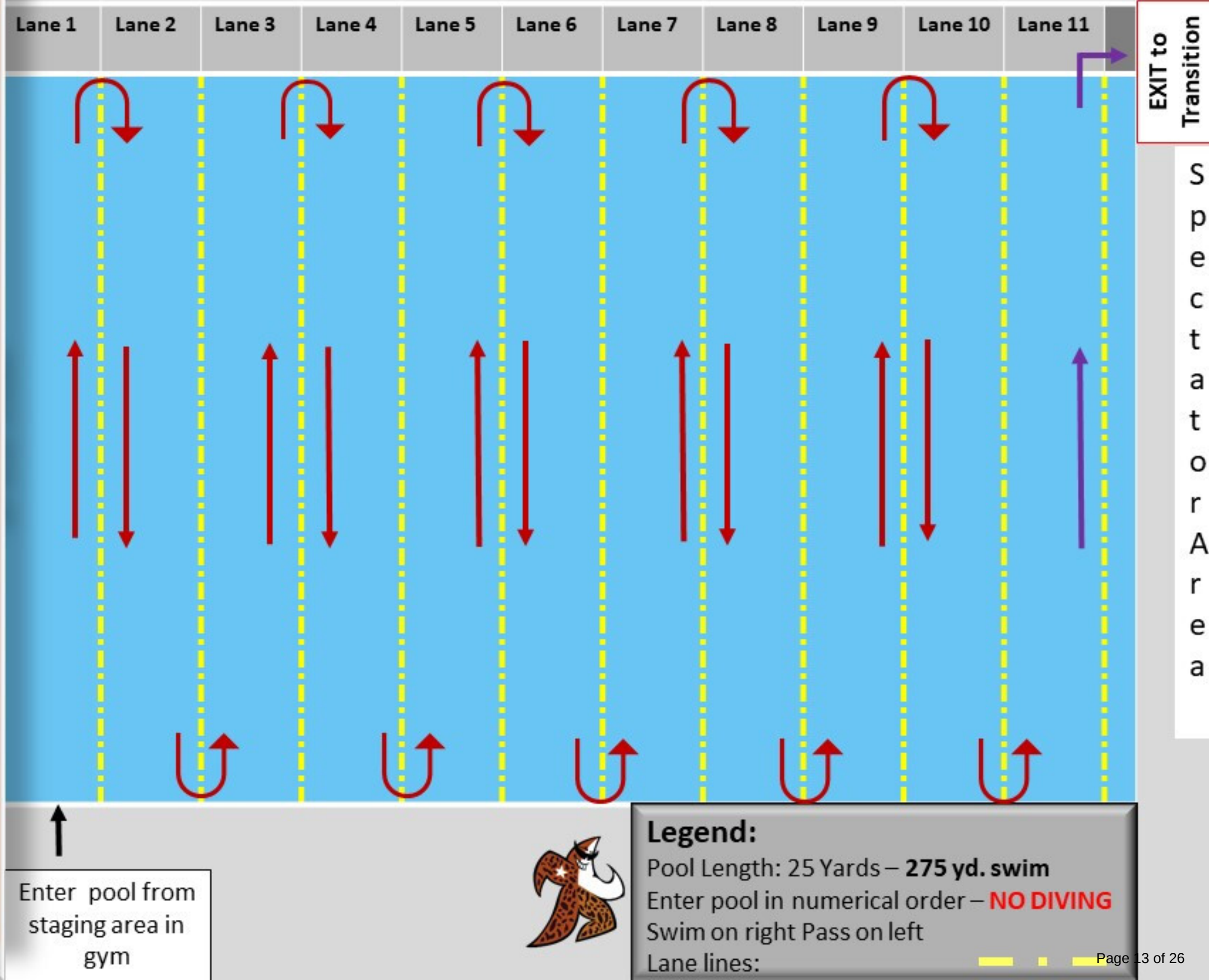


Caveman Triathlon Site Plan

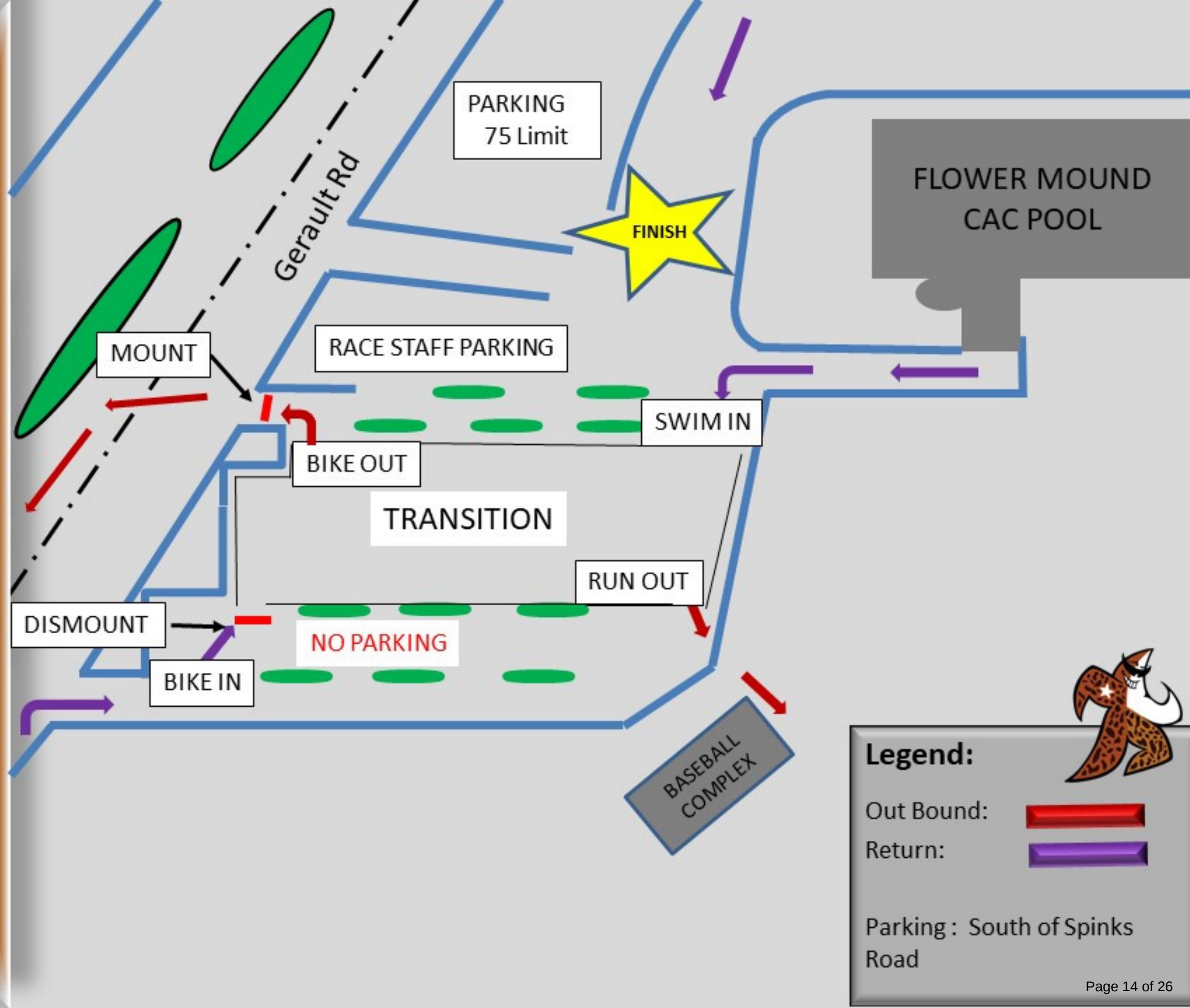
****Food tables will be under the overhang in front of the Natatorium.**

CAVEMAN TRIATHLON

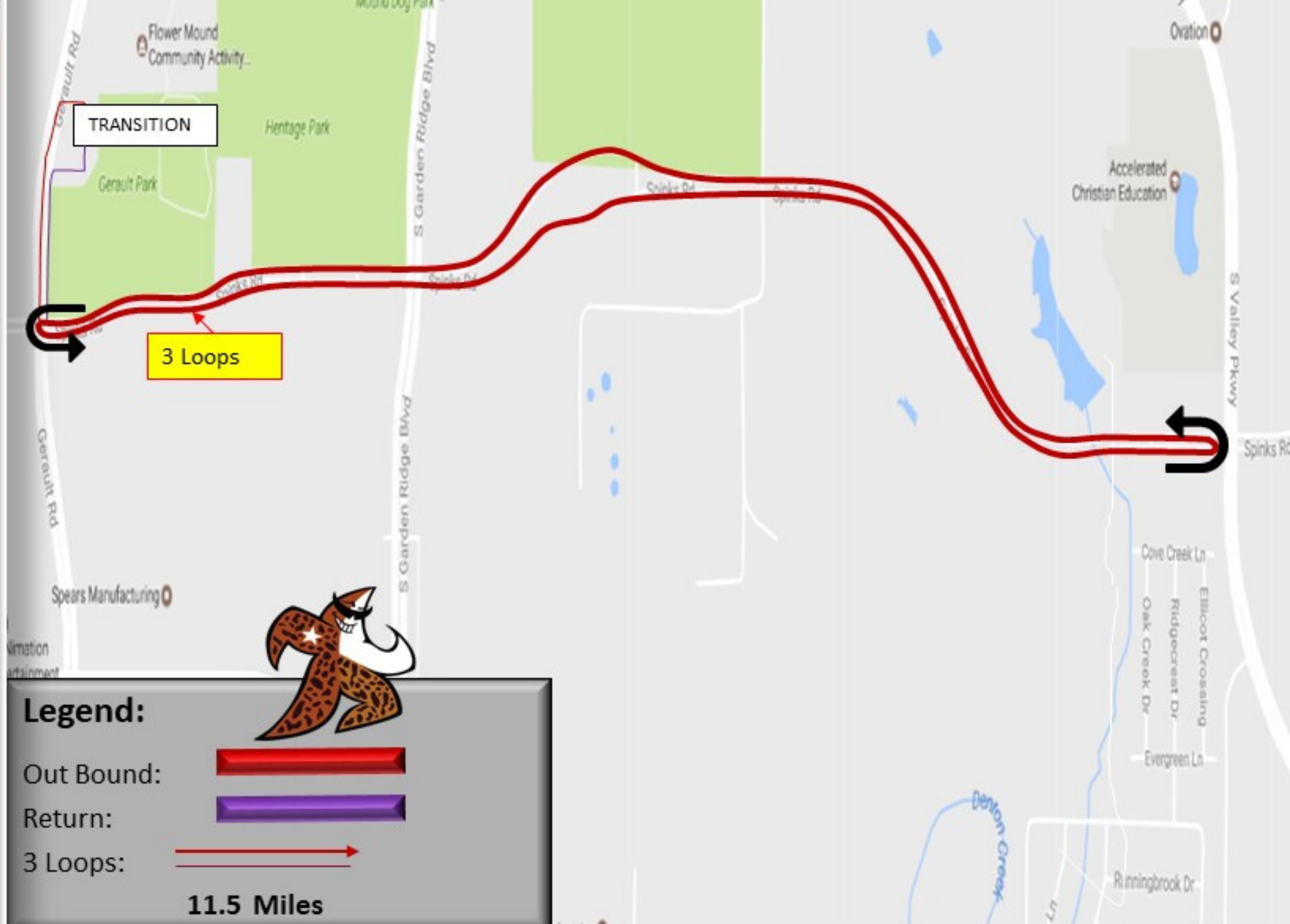
SWIM



CAVEMAN TRIATHLON TRANSITION

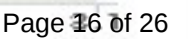


CAVEMAN TRIATHLON BIKE 2024



ELEVATION (ft)







PARKS BOARD AGENDA H.2. REGULAR ITEM(S)

DATE: September 5, 2024
FROM: Travis Cunniff, Assistant Director of Parks and Recreation
ITEM: **Consider approval of a request from Therapeutic Recreation Group to hold the 2024 Mound Throw Down event at the Heritage Park of Flower Mound.**

BACKGROUND: Therapeutic Recreation Group, a Flower Mound based 501 C3 focused on local veterans & first responders is requesting permission from the Parks Board to hold their annual Mound Throw Down corn hole tournament at Heritage Park on Sunday, November 10. All proceeds from the event will go directly to Therapeutic Recreation Group to continue their mission.

The event will be held from 11:30am – 6pm (with registration opening at 10:30am) and beyond the cornhole tournament, will include a variety of activities and games for families and participants. Event objectives include:

- Building a network of veterans, first responders, and their families who can gather and share similar life experiences.
- Raising awareness that the combination of a strong community blended with outdoor activity will bring down rates of suicide and other significant health issues amongst our veterans and first responders.

Therapeutic Recreation Group expects to have over 300 in attendance with 175 or more cornhole players. Approximately 14 businesses and nonprofits will be on site to network with attendees. Activities will be set up for attendees, including a kids' zone and an entertainment area for those who are not actively participating in the tournament. There will also be a food vendor on site and, if approved, beer and wine will be served in a regulated area for event participants 21 and older.

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 Therapeutic Recreation Group listing the Town as additional insured will be required if the Parks Board approves this request.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: The Town will receive revenue from Therapeutic Recreation Group 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) (\$220)

Account Number(s):100-4259

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Mound Throw Down Site Plan 2024
2. Cornhole Event Permit #R39953

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



Local Business
Tents

Tournament Area

Sitting Area

Kid Zone

Food / Drink
Area under
cover

Security Fence

TV Screen for Games

Permit



Community Activity Center (CAC) PHONE:(972) 874-7275
1200 Gerault Road EMAIL:cac@flowermound.gov
Flower Mound, TX 75028

Permit # R39953
Status Tentative
Date Aug 8, 2024 1:51 PM
Expiration Date Nov 10, 2024

Customer Name	PJ Kratochvil - 24745	Home Phone Number	(214) 735-1515
Customer Type	General Public	Email Address	pj@c-exteriors.com
Mailing Address	1031 Oak Dr Flower Mound, TX 75028		
System User	David Powell		

	Rental Fee	\$220.00
	Discounts	\$0.00
	Subtotal	\$220.00
	Deposits	\$0.00
	Deposit Discounts	\$0.00
	Total Permit Fee	\$220.00
	Total Payment	\$0.00
	Refunds	\$0.00
	Balance	\$220.00

TRG Cornhole Event		1 resource(s)	1 booking(s)	Subtotal: \$220.00
Booking Summary				
Heritage A and B (Special Events)		Center: Pavilions		
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX	
Sun, Nov 10, 2024 9:00 AM	Sun, Nov 10, 2024 7:00 PM	100	\$0.00	
Resource level fees			\$220.00	

Waivers and Information			
WAIVER NAME	DUE DATE	FOR	SIGNING STATUS
Facility Usage Agreement Waiver Attachment	Nov 10, 2024		Waiver Signed
The Terms are listed above and labelled as areas iii and iv. The Conditions of Use are detailed in area ii.			
Deposits A deposit for the rental of a room in the Community Activity Center (CAC) is required along with rental agreement and full payment. A \$200 deposit is required to reserve a portion of the CAC. The deposit will be refunded if the area used has been left in good order and all conditions of the rental permit have been met. The deposit may be reduced due to any and all damage caused by user?s guests. Any overage time will be rounded up to the half hour, charged at double the regular rate, and deducted from the deposit.			
A staff member will check out Licensee at the conclusion of the rental by filling out the Rental Check Out form. Deposits paid by credit card will be refunded back to the Licensee?s account ready to be returned to the original card within 7 days. Deposits paid by cash or check will be refunded by check and mailed within 3 to 4 weeks.			
Rental Rates All current CAC members will be given a 10% discount off of the current resident rate for facility rentals. To receive the discount, the CAC			

membership holder must have a current membership at the time of the reservation booking and their membership must be current on the actual date of the facility rental.

Rental rate include access to the rented area only. In order to utilize other amenities during open hours, Licensee and guest must have a current CAC membership or purchase a day pass. For Party Room and Shade Pavilions, membership or day passes are required for all attendees.

Cancellation

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Licensee can modify rental days, times, location, etc. up to 5 days prior to the rental date depending on availability.

Liability

Licensee agrees to pay for any damage done to the facility, grounds, or furnishings by themselves, their guests, caterers, decorators, planners, florists, and/or delivery company during or pertaining to their rentals. Notification will be given to the Licensee as soon as damages have been assessed. Licensee will be financially responsible for cost of repairs not covered by the deposit.

Security

In addition to the deposit, Licensee may be required by Town staff to secure the services of one or more off-duty Flower Mound Police Officers for the duration of the event, at the Licensee's expense. Police staffing levels shall be determined by the Chief of Police or his/her designee. The minimum contract for an off-duty officer, as required by FMPD, is four (4) hours. All required police officers shall be present in the designated area prior to the event and throughout the event, until all guests have left the Town's facility. Additionally, CAC staff reserves the right to terminate an event if it is believed that the building is unsafe or the event has exceeded the anticipated number of attendees. In the event that a rental is terminated, the entire party will be asked to leave the CAC premises immediately.

Supervision (Children/Youth Party)

All rentals for minors (ages 1 to 17) require (1) adult chaperone per 10 minors. Minors/children must stay in the rented room(s) and not be left running in the hallway, lobby, and other areas in the CAC.

Kitchen

The kitchen is available to rent if you have another space reserved in the facility.

Alcohol

No alcoholic beverages are allowed in the CAC at any time per Town ordinance.

Music

Music is allowed during rental hours provided that this has been previously agreed and noted in the rental permit. Noise level has to be kept down. Music and amplified sound should not be heard in other rooms throughout the CAC.

Rental Hours

Rental hours include set-up and clean-up time. Licensee and/or other members of the Licensees party, caterers, florists, etc., will not be allowed in the assigned rooms until the time specified on the rental permit. All decoration, food, and rental items must be removed from CAC premises at the end of the specified rental time.

Set up/Clean up

Tables and chairs are included with the rental fee. Licensee will be responsible for room set up if needed.

Licensee is responsible for all necessary clean up during the scheduled reservation time. If needed, cleaning supplies will be made available for use by notifying a front desk staff member. All decorations, litter, and other debris must be disposed of properly in the trash receptacles provided. The kitchen must be cleaned after the rental including appliances, countertops, and sinks. Licensee is responsible for contacting staff on duty in order to sign appropriate sign-out form. Please note that clean-up takes longer than 30 minutes. In order to keep from losing any of your deposit, please allow an adequate amount of time, we recommend that you allow 45 minutes to 1 hour for clean-up.

Decorations

Use of nails, tacks, staples, or duct tape is prohibited on walls or furnishings. Use of confetti, glitter, silly string, or birdseeds inside the CAC or within 25 feet of building entryway is prohibited. Bubbles can be used outside the building only. All decoration must be taken down before Licensee vacates the room(s).

Fire

Due to fire regulation, room capacity set by the Fire Marshall will be strictly enforced.

Smoking is not allowed inside the building or outdoor pool.

Candles are prohibited.

Fog machines are not allowed.
Entrance and exit doors may not be obstructed.
Fireworks and explosive liquids are not allowed.
Only UL approved appliances and outlets are allowed.

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 UNCONDITIONAL 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: \$220.00 Current Balance: \$220.00		
DUE DATE	AMOUNT DUE	AMOUNT PAID	WITHDRAWAL ADJUSTMENT	BALANCE
Nov 10, 2024	\$220.00	\$0.00	\$0.00	\$220.00

X: _____

X: _____

Date: _____

Date: _____

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

PJ Kratochvil
Customer ID: 24745
Home Phone Number: (214) 735-1515
Email Address: pj@c-exteriors.com



PARKS BOARD AGENDA H.3. REGULAR ITEM(S)

DATE: September 5, 2024
FROM: Travis Cuniff, Assistant Director of Parks and Recreation
ITEM: **Consider recommending approval for Town Council consideration the sale and consumption of alcoholic beverages (beer and wine) at the Heritage Park of Flower Mound during Therapeutic Recreation Group's 2024 Mound Throw Down event.**

BACKGROUND: Therapeutic Recreation Group, a Flower Mound based 501 C3 focused on local veterans & first responders is requesting permission from the Parks Board to hold their annual Mound Throw Down corn hole tournament at Heritage Park on Sunday, November 10, 2024. All proceeds from the event will go directly to Therapeutic Recreation Group to continue their mission.

The event will be held from 11:30am – 6pm (with registration opening at 10:30am) and beyond the cornhole tournament, will include a variety of activities and games for families and participants. Event objectives include:

- Building a network of veterans, first responders, and their families who can gather and share similar life experiences.
- Raising awareness that the combination of a strong community blended with outdoor activity will bring down rates of suicide and other significant health issues amongst our veterans and first responders.

Therapeutic Recreation Group expects to have over 300 in attendance with 175 or more cornhole players. Approximately 14 businesses and nonprofits will be on site to network with attendees. Activities will be set up for attendees, including a kids' zone and an entertainment area for those who are not actively participating in the tournament. There will also be a food vendor on site and, if approved, beer and wine will be served in a regulated area for event participants 21 and older.

Therapeutic Recreation Group is proposing to fence in a portion of the site so that beer can be sold and consumed during the event. There will be manned gates for entrance and exit into the area to ensure no alcohol is brought into or taken out of the designated area. The group will be hiring a Texas Alcohol & Beverage Commission (TABC) licensed server to provide the beverages. Therapeutic Recreation Group will be required to secure a TABC Permit for the event and provide security at the entrance/exit gates. Therapeutic Recreation Group and/or a third party retailer will take on the risk and liability of selling alcohol at the event. The Town will be named as an additional insured on their liability insurance.

The sale of beer or wine on park property requires Parks Board consideration and the Town Council's approval since the event will be held at The Heritage Park of Flower Mound. An excerpt from the Code of Ordinances states: 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 Town's Parks Board and with approval of the Town Council.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: N/A
N/A

LEGAL REVIEW: N/A

ATTACHMENTS:
None

DRAFT MOTION: Move to recommend approval for Town Council consideration the sale and consumption of alcoholic beverages (beer and wine) at the Heritage Park of Flower Mound during the Therapeutic Recreation Group's 2024 Mound Throw Down event.



PARKS BOARD AGENDA I.1. WORK SESSION ITEM(S)

DATE: September 5, 2024
FROM: John Habern, Parks Trails & Landscape Manager
ITEM: **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).**

BACKGROUND: The proposed development has two applications in with the Town: a Master Plan Amendment (MPA23-0005) and a Zoning Planned Development (ZPD23-0012). The development is seeking a maximum residential density within the proposed development of 283 single-family units, 63 single-family units to be developed as a Zoning Planned Development utilizing the Park Credit Option.

BOARD REVIEW/CITIZEN FEEDBACK: The applicant has revised their development application from what was previously presented at the first work session on February 1, 2024. They would like to get the Board's feedback on the revised plan which is still utilizing the Park Credit option.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A
N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Monarch Concept Plan

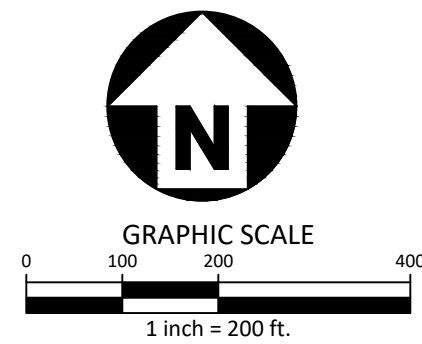
DRAFT MOTION: This item is for discussion purposes only.

\\projects\spec\spec 2022\spec22509 Monarch\04 Production\Planning and L&E\Exhibits\Planning\CAD\LA Working Files\SPEC22509-OPEN SPACE.dwg, 8/19/2024 3:41:55 PM, Verity Burk



- LEGEND**
- PD OPEN SPACE (24.75 AC.)
 - PARK CREDIT OPEN SPACE (9.08 AC.)
 - DETENTION POND (6.36 AC.)
 - 6'-0" SIDEWALK
 - 12'-0" TRAIL

PARK CREDIT:
TOTAL ACERAGE FOR PARKS
CREDIT = 9 AC.



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

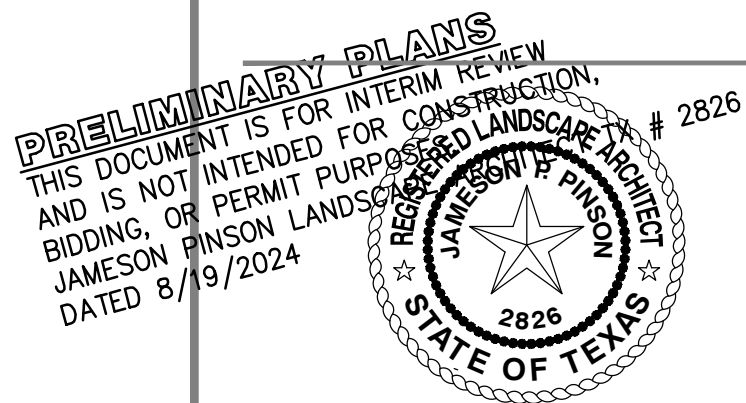
phone 972. 436. 9712
 fax 972. 436. 9715
 TBPE: 19762 TBPLS: 10194440

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



REVISIONS

NO.	DATE	DESCRIPTION
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PLAN INFORMATION

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

SHEET

PEDESTRIAN AND OPEN SPACE PLAN

OSP.00