



# Parks Board

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December 4, 2025  
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 UNITED STATES 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. STAFF/DIRECTOR REPORT

### F. 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. November 6, 2025 Minutes - Consider approval of the minutes from November 6, 2025.

### G. REGULAR ITEMS

1. Fido Fest 2026 - Consider approval of a request from Humane Tomorrow to hold the 2026 Fido Fest at The Heritage Park of Flower Mound on Saturday, April 18, 2026.

2. Youth Lacrosse Sports Contract - Consider recommending approval for Town Manager consideration a Youth Sports Contract with Flower Mound Lacrosse Association to provide the services of youth lacrosse from January 1, 2026, through December 31, 2030.
3. Aura Brookview Park Dedication Consideration - Consider recommending to Planning and Zoning Commission and Town Council Park requirements for Aura Brookview Multi-Family residential development generally located North of Cross Timbers Rd. and West of Hwy 377.

#### **H. COORDINATION OF CALENDARS**

1. The January 1, 2026 Parks Board Meeting has been canceled. The next Parks Board Meeting is scheduled for February 5, 2026.

#### **I. ADJOURN**

I do hereby certify that the notice of above meeting for the Town of Flower Mound was posted at Town Hall, Town of Flower Mound, Texas, and on the Town's website in compliance with Chapter 551, Texas Government Code on Wednesday, November 26, 2025, by 5:00 p.m.

**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

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November 6, 2025  
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  
Christopher Chastain, Place 1  
Holly Royer, Place 5  
Mark Mayer, Place 6  
Jennifer Romaszewski, Place 7  
Craig Goodhart, Place 10, Alternate

with the following member(s) absent:

Richard Kenyon, Vice Chair, Place 4  
Susan Borella, Place 2  
Ashish Puri, Place 8, Alternate  
Doug Graves, Place 9, Alternate

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

Chuck Jennings, Director of Parks and Recreation  
Travis Cunniff, Assistant Director of Parks and Recreation  
John Habern, Park Development Manager  
Tyler Leverenz, Parks, Trails, and Landscape Specialist  
David Powell, Recreation Superintendent  
Clayton Litton, Parks Superintendent  
Jill Deramus, Special Events Manager  
Jade Olson, Administrative Assistant I

### **B. INVOCATION**

Chair Thomas led the invocation.

### **C. PLEDGE OF ALLEGIANCE TO THE UNITED STATES FLAG**

Chair Thomas led the pledges.

**D. PUBLIC COMMENT**

N/A

**E. PRESENTATIONS**

1. As prescribed in the Youth Sports Facility Agreement, a report will be given by the Flower Mound Youth Sports Association of their operations in regards to youth baseball and softball.  
Matt Chutchian, Athletic Supervisor, introduced Jeff Nelson and Tracy Black to represent the Flower Mound Youth Sports Association (FMYSA). The Board was updated with FMYSA's operations in regard to youth baseball and youth softball.
2. Keep Flower Mound Beautiful will provide the Board with an update on their operations and upcoming events.  
Marilyn Lawson of Keep Flower Mound Beautiful provided the Board with an update on beautification projects completed in 2025.
3. Fall into Flower Mound Festival Summary Presentation  
Jill Deramus, Special Events Manager, provided the Board with a recap of the Fall into Flower Mound Festival.

**F. STAFF/DIRECTOR REPORT**

Chuck Jennings, Travis Cunniff, and John Habern provided the Parks Board with updates.

**G. CONSENT ITEM**

1. October 2, 2025 Minutes - Consider approval of the minutes from October 2, 2025.

**ACTION:** Mark Mayer moved to approve G.1. as presented in the agenda caption. Holly Royer seconded the motion.  
**AYES:** Christopher Chastain, Holly Royer, Mark Mayer, Jennifer Romaszewski, Craig Goodhart  
**NAYS:** None  
**ABSTAIN:** None  
**RESULT:** 5 : 0

**H. REGULAR ITEMS**

1. Standards of Care - Public Hearing to consider recommending for Town Council consideration, Standards of Care for Youth Recreation Programs operated by the Town, in accordance with the Texas Human Resources Code - Section 42.041 and to adopt an ordinance providing for said Standards.

**ACTION:** Mark Mayer moved to approve H.1. as presented in the agenda caption. Jennifer Romaszewski seconded the motion.

**AYES:** Christopher Chastain, Holly Royer, Mark Mayer, Jennifer Romaszewski, Craig Goodhart

**NAYS:** None

**ABSTAIN:** None

**RESULT:** 5 : 0

2. Park Naming Recommendations - Consider approval of naming recommendations for the 2.5 acre tract located within the Oakbridge Crossing residential development and the 3.5 acre tract located within the Whyburn residential development.

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

**AYES:** Christopher Chastain, Holly Royer, Mark Mayer, Jennifer Romaszewski, Craig Goodhart

**NAYS:** None

**ABSTAIN:** None

**RESULT:** 5 : 0

## I. COORDINATION OF CALENDARS

1. The next Parks Board meeting is scheduled for December 4, 2025.

## J. ADJOURN

Chair Thomas adjourned the meeting at 8:04 p.m.

# Parks Board

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October 2, 2025  
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  
Richard Kenyon, Vice Chair, Place 4  
Christopher Chastain, Place 1  
Susan Borella, Place 2  
Holly Royer, Place 5  
Mark Mayer, Place 6  
Jennifer Romaszewski, Place 7  
Ashish Puri, Place 8, Alternate  
Doug Graves, Place 9, Alternate  
Craig Goodhart, Place 10, Alternate

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

Chuck Jennings, Director of Parks and Recreation  
Travis Cunniff, Assistant Director of Parks and Recreation  
John Habern, Park Development Manager  
Jill Deramus, Special Events Manager  
Clayton Litton, Parks Superintendent  
Matt Chutchian, Athletic Supervisor  
Jade Olson, Administrative Assistant

### **B. INVOCATION**

Chair Thomason led the invocation.

### **C. PLEDGE OF ALLEGIANCE TO THE UNITED STATES FLAG**

Chair Thomason led the pledges.

**D. ANNUAL ELECTION OF A CHAIR AND VICE-CHAIR FOR THE PARKS BOARD**

**ACTION:** Richard Kenyon moved to elect Teresa Thomason as Chair. Mark Mayer seconded the motion.

**AYES:** Teresa Thomason, Richard Kenyon, Christopher Chastain, Susan Borella, Holly Royer, Mark Mayer, Jennifer Romaszewski

**NAYS:** None

**ABSTAIN:** None

**RESULT:** 7 : 0

**ACTION:** Teresa Thomason moved to elect Rick Kenyon as Vice Chair. Holly Royer seconded the motion.

**AYES:** Teresa Thomason, Richard Kenyon, Christopher Chastain, Susan Borella, Holly Royer, Mark Mayer, Jennifer Romaszewski

**NAYS:** None

**ABSTAIN:** None

**RESULT:** 7 : 0

**E. PUBLIC COMMENT**

N/A

**F. PRESENTATIONS**

1. Keep Flower Mound Beautiful will provide the Board with an update on their operations and upcoming events.

Keep Flower Mound Beautiful will present at the November meeting.

2. As prescribed in the Youth Sports Facility Agreement, a report will be given by the Greater Lewisville Area Soccer Association of their operations in regards to youth soccer.

Matt Chutchian, Athletics Supervisor, introduced Joe Nauenburg, President, to represent GLASA. The Board was updated with GLASA's operations in regard to youth soccer and adult soccer.

**G. STAFF/DIRECTOR REPORT**

Chuck Jennings, Travis Cunniff, Jill Deramus, and John Habern provided updates.

**H. CONSENT ITEM**

1. September 4, 2025 Minutes - Consider approval of the minutes from September 4, 2025.

**ACTION:** Holly Royer moved to approve H.1. as presented in the agenda caption. Jennifer Romaszewski seconded the motion.

**AYES:** Richard Kenyon, Christopher Chastain, Susan Borella, Holly Royer, Mark Mayer, Jennifer Romaszewski

**NAYS:** None

**ABSTAIN:** None

**RESULT:** 6 : 0

## I. REGULAR ITEMS

1. Sale and consumption of alcohol (beer and wine) at 2026 Independence Fest - Consider recommending approval for Town Council consideration of the sale and consumption of alcoholic beverages (beer and wine) at Bakersfield Park during the 2026 Independence Fest.

**ACTION:** Richard Kenyon moved to approve I.1. as presented in the agenda caption. Mark Mayer seconded the motion.

**AYES:** Richard Kenyon, Christopher Chastain, Susan Borella, Holly Royer, Mark Mayer, Jennifer Romaszewski

**NAYS:** None

**ABSTAIN:** None

**RESULT:** 6 : 0

2. Legacy Monuments & Children's Memorial Policy at Peters Colony Memorial Park - Consider approval for the Legacy Monuments & Children's Memorial Policy at Peters Colony Memorial Park.

**ACTION:** Mark Mayer moved to approve I.2. as presented in the agenda caption. Richard Kenyon seconded the motion.

**AYES:** Richard Kenyon, Christopher Chastain, Susan Borella, Holly Royer, Mark Mayer, Jennifer Romaszewski

**NAYS:** None

**ABSTAIN:** None

**RESULT:** 6 : 0

## J. COORDINATION OF CALENDARS

1. The next Parks Board Meeting is scheduled for November 6, 2025.

**K. ADJOURN**

Chair Thomason adjourned the meeting at 7:35 p.m.



## PARKS BOARD AGENDA G.1. REGULAR ITEMS

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**DATE:** December 4, 2025

**FROM:** Jill Deramus, Special Events Manager

**ITEM:** **Consider approval of a request from Humane Tomorrow to hold the 2026 Fido Fest at The Heritage Park of Flower Mound on Saturday, April 18, 2026.**

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**BACKGROUND:** Humane Tomorrow is requesting permission from the Parks Board to hold their annual Fido Fest on Saturday, April 18, 2026, at The Heritage Park of Flower Mound. In the event of inclement weather, Humane Tomorrow has requested Saturday, April 25, 2026 as a make-up date for the event. The 2026 Fido Fest event will be held from 10:00am - 1:00pm and will include a variety of activities and games for dogs and their owners. Event objectives include:

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

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

According to Chapter 54 of the Town's Code of Ordinances, the Parks Board has the sole authority to approve the charging of fees or to solicit donations or contributions for any activity on park property.

Article II titled Park Regulations states:

Sec. 54-72. Enumeration of prohibited acts

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

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

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

**ALTERNATIVES:** N/A

**FISCAL IMPACT:** (\$140)

**Proposed Expenditure/(Revenue)**  
(\$140)

**Account Number(s):**  
P&R Fees 100-4259

**LEGAL REVIEW:** N/A

**ATTACHMENTS:**

1. Permit R57219 - Fido Fest 2026

**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](mailto:cac@flowermound.gov)  
 Flower Mound, TX 75028

**Permit # R57219**  
**Status** Approved  
**Date of Issue** Oct 21, 2025 8:13 AM

<b>Customer Name</b>	Shelly Meeks - 87908	<b>Home Phone Number</b>	(407) 451-8005
<b>Customer Type</b>	General Public	<b>Email Address</b>	<a href="mailto:smeeks@humanetomorrow.org">smeeks@humanetomorrow.org</a>
<b>Mailing Address</b>	1601 Arrowhead Drive Flower Mound, TX 75028		
<b>System User</b>	David Powell		

Rental Fee	\$140.00
Discounts	\$0.00
Subtotal	\$140.00
Deposits	\$0.00
Deposit Discounts	\$0.00
<b>Total Permit Fee</b>	<b>\$140.00</b>
Total Payment	\$0.00
Refunds	\$0.00
Balance	\$140.00

<b>FIDO FEST</b>	1 resource(s)	1 booking(s)	<b>Subtotal: \$140.00</b>
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[Booking Summary](#)

Heritage A and B (Pavilion Rental)		Center: Pavilions	
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Sat, Apr 18, 2026 8:00 AM	Sat, Apr 18, 2026 2:00 PM	100	\$0.00
Resource level fees			\$140.00

[Custom Questions](#)

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

[Waivers and Information](#)

WAIVER NAME	DUE DATE	FOR	SIGNING STATUS
Pavilion Rental Waiver <a href="#">Attachment</a>	Apr 18, 2026		Waiver Signed
Town of Flower Mound Park Facility Rules and Regulations			
The following are some of the rules and regulations that govern the use of the Town's park facilities. If you are planning some activity which			

does not appear below, please call (972)874?6300 or (972)874?7275 for clarification.

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

#### Alcoholic Beverages

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

#### Glass Containers

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

#### Activity Disruption

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

#### Refuse/Litter

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

#### Motor Vehicle Operation

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

#### Parking of Motor Vehicles

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

#### Parking Obstruction

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

#### Fees Charges or Solicitation of Donations

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

#### Weapons Possession

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

#### Damage Assessment

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

#### Fires

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

#### Unauthorized Trespass

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

#### Pavilion Rentals (excluding CAC)

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

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

seven days after the scheduled reservation to be considered. Failure to timely submit a request to reschedule forfeits the opportunity for rescheduling. Reservations may be rescheduled to another available time and date provided that any such revision or rescheduling is completed at least two weeks in advance of the original reservation date. Use of a pavilion through a reservation shall take priority over any other use of the same pavilion by any other person(s) or parties.

**Failure to Comply**

Failure to comply with park rules and regulations may cause the cancellation of the pavilion rental and possible denial of the use of pavilions in the future. Some rules and regulations carry misdemeanor penalties for violations and, upon conviction, shall be fined as provided in section 17.13 of the Town of Flower Mound Code of Ordinances.

**RELEASE AND WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT**

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

LICENSEE HAS CAREFULLY READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, FULLY UNDERSTANDS ITS TERMS, UNDERSTANDS THAT LICENSEE HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAS SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO LICENSEE AND INTENDS LICENSEE'S SIGNATURE TO BE A COMPLETE AND 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: \$140.00    Current Balance: \$140.00

DUE DATE	AMOUNT DUE	AMOUNT PAID	WITHDRAWAL ADJUSTMENT	BALANCE
Apr 18, 2026	\$140.00	\$0.00	\$0.00	\$140.00

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

**Shelly Meeks**  
 Customer ID: 87908  
 Home Phone Number: (407) 451-8005  
 Email Address: smeeks@humanetomorrow.org



## PARKS BOARD AGENDA G.2. REGULAR ITEMS

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**DATE:** December 4, 2025

**FROM:** Matt Chutchian, Athletic Supervisor

**ITEM:** **Consider recommending approval for Town Manager consideration a Youth Sports Contract with Flower Mound Lacrosse Association to provide the services of youth lacrosse from January 1, 2026, through December 31, 2030.**

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**BACKGROUND:** As prescribed by the Youth Sports Task Force, the Town developed a Request For Proposal (RFP) seeking interested parties to provide the services of youth lacrosse leagues for the Town. On November 5, 2025, the Town began advertising the RFP and continued to accept proposals from interested parties until November 21, 2025. The RFP was posted on the Town's website and also invited known interested parties to submit a proposal, with one of the parties being the current provider, Flower Mound Lacrosse Association (FMLA). By the deadline, the Town only received one proposal which was from FMLA.

Parks and Recreation staff reviewed the proposal from FMLA to ensure they met all requirements of the RFP. After reviewing the proposal, staff determined that the best course of action was to continue with FMLA as the provider of youth lacrosse. FMLA has been serving the youth lacrosse community for the Town since 2009, and provides opportunities for multiple levels of youth lacrosse within our community. The program offers recreational leagues in lacrosse for those in kindergarten through high school. On average, the FMLA registers 250 participants annually in the lacrosse leagues.

The term of the agreement will be for five (5) years, beginning on January 1, 2026, through December 31, 2030. The proposed agreement language is similar to the current agreement and reflects the findings and recommendations of the Youth Sports Task Force approved by the Town Council on March 1, 2004. To date, FMLA has complied with the parameters set forth in the current agreement that was approved by the Town Manager in January 2021. The new agreement can be terminated with or without cause by either party by giving 30 days written notice to the other party.

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

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

**ALTERNATIVES:** N/A

**FISCAL IMPACT:** Approximately \$3,000 in annual revenue

**Proposed Expenditure/(Revenue)**  
(\$3,000)

**Account Number(s):**  
100-4344

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

**ATTACHMENTS:**

1. FMLA Proposal
2. Proposed Youth Lacrosse Contract

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



**Request For Proposals For  
Youth Lacrosse League Provider  
Due: November 21, 2025 @ 5:00**

Submitted by: **Flower Mound Lacrosse Association**



# Request For Proposal For Youth Lacrosse League Provider

## Section 1

The organization interested in operating a youth lacrosse association. Please provide the name of the organization; names of all individuals associated with the proposal and their title, mailing address, phone number, and email address.

The Flower Mound lacrosse program originally started in 2009 under the Cross Timbers YMCA and, within two years, grew to the point where a new, independent organization was created - Flower Mound Lacrosse Association ("FMLA") was formed to manage and operate the expanding program and continues the tradition of providing competitive lacrosse to Youth and High School boys and girls in Flower Mound and surrounding areas.

### Flower Mound Lacrosse Association - Board Members

**BritStock**

PRESIDENT

[brit.stock@gmail.com](mailto:brit.stock@gmail.com)

Phone: (214) 476-2417

**MikeSedillo**

VICE PRESIDENT, Operations

[sedillo@hotmail.com](mailto:sedillo@hotmail.com)

Phone: (214) 641-1667

**KatrinaFrank**

VICE PRESIDENT, Programs

[outreach@flowermoundlacrosse.org](mailto:outreach@flowermoundlacrosse.org)

Phone: (334) 300-2755

**AnoopSalver**

SECRETARY

[aksalver@gmail.com](mailto:aksalver@gmail.com)

Phone: (214) 923-7355

**MichelleTackett**

TREASURER

[finance@flowermoundlacrosse.org](mailto:finance@flowermoundlacrosse.org)

Phone: (832) 545-1723

**PaulaNidler**

GIRLS HS LIAISON

[paulanidler@gmail.com](mailto:paulanidler@gmail.com)

Phone: (214) 729-0408

**MikeMitchell**

GIRLS YOUTH LIAISON

[osulax06@gmail.com](mailto:osulax06@gmail.com)

Phone: (214) 288-8530

**MichaelHirniak**

HS Boys Liaison

[michael.hirniak@gmail.com](mailto:michael.hirniak@gmail.com)

Phone: 630-926-5225

**Jamie Wuistinger**

BOYS YOUTH LIAISON

[runnergirl13@gmail.com](mailto:runnergirl13@gmail.com)

Phone: (214) 693-5410

**Flower Mound Lacrosse Association Mailing Address: P.O. Box O Box 270351 Flower Mound, TX 75027-0351**

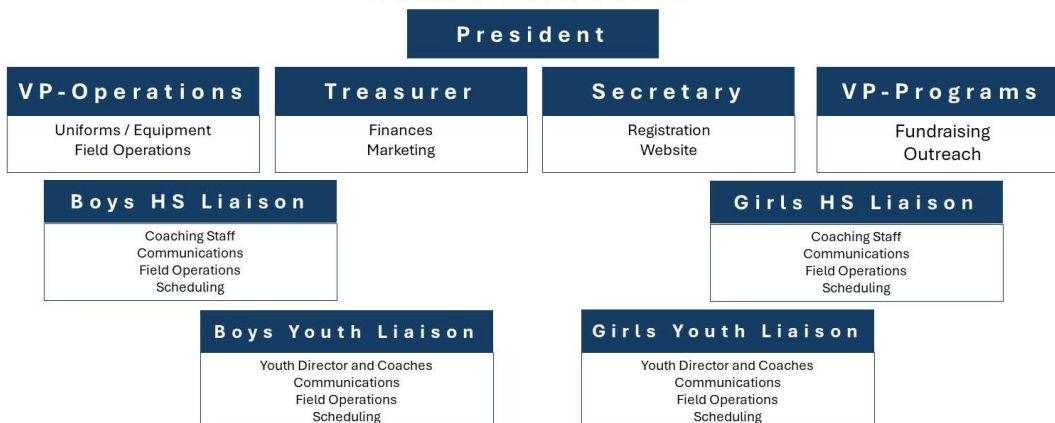
## Section 2

Organizational structure and league overview. This includes information such as: (please be as detailed and specific as possible when answering the following questions)

A. Organizational leadership • Board oversight/Organizational chart



### Board Structure



## **Request For Proposal For Youth Lacrosse League Provider**

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### *B. League format and season overview*

- *Provide detailed plans for practices, game days, tournaments, camps, and clinics (example: number of games and practices each team will have per season, number of tournaments, etc.).*
- *Provide details on how recreational teams will be formed (example: draft, by school, randomly, by grade, age specific, etc.)*
- *Provide proposed registration dates and deadlines for each season.*
- *Provide details of how the organization will handle the registration of participants and teams. (Example: online, walk-in, mail-in, late registration, method of payment, etc.)*
- *Proposed start date and end date of each league.*
- *Grievance process.*

### **Season Structure – Practices, Games, Tournaments, Camps & Clinics**

Flower Mound Lacrosse currently operates two seasons, a Spring Season and a Fall Season. The Spring Season runs from February through May, and is considered the “competitive” season and will include more scheduled game. The Fall Season focuses on skills and teamwork and will generally start in August and through early November.

FMLA will schedule its first practices once Parks and Recreation notify FMLA that the fields are available for practice and play. Typically, FMLA will schedule practices Monday through Friday, from 5:30 until 8:30 in the evening. Over the past several years, FMLA has either used the 5-acre field at Bakersfield or the north and south fields at Gerault. FMLA regularly meets with Parks and Recreation staff, prior to the beginning of each season to ensure field availability, including both days and times.

Due to size of lacrosse programs throughout north Texas, game scheduling is generally dependent on the availability of multiple programs to maximize games played, while minimizing travel needed. For instance, FMLA may play teams from Rockwall, Allen, Southlake and Keller one weekend, as a round-robin type schedule. FMLA’s coaches and Liaisons work closely with all area programs prior to the start of each season to determine scheduling. The process includes initial dates and determination of possible locations for games. It would be at this time that FMLA would coordinate with Parks and Recreation to determine possible dates and times that field availability would allow for scheduled games.

Outside of the scheduled Spring and Fall seasons, FMLA has historically held summer camps for our boys and girls program. Depending on field availability, the time and dates of the summer camps have varied over the years. FMLA is committed to working with Parks and Recreation staff to ensure suitable dates and times are selected for any of the summer camps. Additionally, FMLA has previously held several demonstration, “Intro to Lacrosse” camps, targeting recruiting of new players to the program. These camps are no charge to the players and generally held on a Saturday morning, when the field availability has been determined with consultation from Parks and Recreation.

### **Registration Process**

FMLA generally opens its registration, 3-4 months prior to the start of the season. The Spring Season registration would typically open in early October and the Fall Season would open registration in May. Registration is available on-line through the programs website, offering the ability to pay through ACH debt or credit card. Additionally, payment plans are optional, allowing for payment over several months. A late fee is typically charged if registration is not completed prior to the specified date. Generally, late fees begin on January 1<sup>st</sup> for the Spring Season and September 1<sup>st</sup> for the Fall Season. FMLA also offers on-request scholarships based on need, as well as discounts for volunteers.

## **Request For Proposal For Youth Lacrosse League Provider**

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FMLA welcomes all kindergarten through 12<sup>th</sup> grade boys and girls who attend Flower Mound High School, Marcus High School, or Lewisville High School and any feeder elementary or middle school to those high schools in Lewisville ISD, or students attending private, charter, or home schooled who are zoned to those high schools.

Girls who live in Argyle, Lantana, Denton, Corinth, Lake Dallas, and vicinity are also eligible.

Boys who live in Denton ISD, Argyle ISD or Northwest ISD may also be eligible to play in the spring of 2025, based on their address. FMLA follows all THSLL, DFWL, TGHSLL, and TGYLL boundary rules.

At this time, FMLA fields one team per age group for both our FMLA fields boys and girls youth teams for the following age groups:

- Kindergarten through 2<sup>nd</sup> Grade
- 3<sup>rd</sup> Grade through 4<sup>th</sup> Grade
- 5<sup>th</sup> Grade through 6<sup>th</sup> Grade
- 7<sup>th</sup> Grade through 8<sup>th</sup> Grade

### **Grievance Process**

Please see Attachment X for the FMLA Grievance Process. Additionally, FMLA follows the US Lacrosse Code of Conduct and Participant Welfare Policy at all times.

#### *C. Staffing (league administrators, gym monitors, officials, scorekeepers, etc.)*

FMLA utilizes outside vendors for all staffing needs, including: officials, scorekeepers and trainers.

#### *D. Coaches (background checks, training, certifications, etc.)*

FMLA utilizes USA Lacrosse Background Screening, Training and Certifications for all of its coaches and adheres to the USA Lacrosse Athlete Protection & Safety Policy. Please see Attachment X for the USA Lacrosse Athlete Protection & Safety Policy.

#### *E. Provide rules governing league and tournament play.*

While several organizations, including THSLL, DFWL, TGHSLL, and TGYLL govern Lacrosse throughout North Texas, our code of conduct is defined by DFW Lacrosse code of conduct:

#### **CODE OF CONDUCT**

Players, coaches, officials, parents, spectators and fans are to conduct themselves in a manner that “Honors the Game” and demonstrates respect to other players, coaches, officials, parents, spectators, and fans. In being or becoming a Member Association of the DFWL community; registering you or your child with DFWL; and/or participating in DFWL sponsored events, you agree to uphold, be bound by, submit to, and be controlled by certain obligations and responsibilities to the game of lacrosse and its participants. The essential elements in this “Code of Conduct” are HONESTY and INTEGRITY. Those who conduct themselves in a manner that reflects these elements will bring credit to the sport of lacrosse, themselves, their team and their association. It is only through such conduct that our sport can continue to earn and maintain a positive image and make its full contribution to amateur sports in the United States and around the world. USL and DFWL support the following behaviors for those participating or involved in any way with USL and DFWL in general. The following essentials elements of the “Code of Conduct” must be adhered to:

## **Request For Proposal For Youth Lacrosse League Provider**

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- Sportsmanship and teaching the concepts of fair play are essential to the game and must be taught at all levels and developed both at home and on the field during practices and games.
- The value of good sportsmanship, the concepts of fair play, or and the skills of the game should always be placed above winning.
- The safety and welfare of the players are of primary importance.
- Coaches must always be aware of the tremendous influence they have on their players. They are to strive to be positive role models in dealing with young people, as well as adults.
- Coaches should always demonstrate positive behaviors and reinforcement toward players, parents, officials and spectators alike. Players should be specifically encouraged and positively reinforced by coaches to demonstrate respect for teammates, opponents, officials, and spectators.
- Players should always demonstrate positive behaviors and respect toward teammates, opponents, coaches, officials, parents, spectators, and fans alike.
- Coaches, players, parents, spectators, and fans are expected to demonstrate the utmost respect for officials and reinforce that respect in his/her players. Coaches are also expected to educate their players as to the important role of the lacrosse official and to reinforce the ideal of respect for the official by his/her players.
- Grievances or misunderstandings between coaches, officials or any other parties involved with the sport should be communicated through the proper channels and procedures, never on or about the field of play in view of spectators or participants.
- Officials are professionals and are therefore expected to conduct themselves as such and in a manner that demonstrates total impartiality, courtesy and fairness to all parties.
- Spectators involved with the game must never permit anyone to openly or maliciously criticize badger, harass, or threaten an official, coach, player or opponent.
- Coaches must be able to demonstrate a solid knowledge of the rules of lacrosse, and should adhere to the rules in both the letter and the spirit of the game. Coaches should encourage and help to educate the players and spectators surrounding his/her program to develop a basic knowledge of the rules. Attempts to manipulate rules in an effort to take unfair advantage of an opponent, or to teach deliberate unsportsmanlike conduct, is considered unacceptable conduct.
- Eligibility requirements, at all levels of the game, must be followed. Rules and requirements such as age, previous level of participation, team transfers, etc., have been established to encourage and maximize participation, fair play and to promote safety.
- Coaches, players, parents, spectators, and Association Members shall always cooperate to the fullest extent with all DFWL and DFWL Honor The Game Committee requests for information in investigating complaints of Code Of Conduct violations.
- Coaches, players, parents, spectators, and Association Members shall be bound by, enforce, and uphold, to the fullest extent possible, the recommendations, decisions, penalties, fines, assessments, and punishments imposed by the DFWL and/or the DFWL Honor The Game Committee in response to upholding and enforcing the Code Of Conduct in response to any submitted complaints.

### *F. Provide bylaws for organization.*

Please see Attachment X for FMLA's By-Laws.

### *G. Mission Statement*

Flower Mound Lacrosse Association (FMLA) is a community based lacrosse program that is a 501(c)(3) tax-exempt public charity and non-profit organization dedicated to fostering and promoting a safe, disciplined, respectful, and team-oriented program where boys and girls can learn the fundamentals of lacrosse, develop skills to be competitive in the game, as well as build the essential characteristics of good sportsmanship along with strong character.

## Request For Proposal For Youth Lacrosse League Provider

H. Any other information that would be helpful in determining the qualifications, organizational skills, and resources of the applicants.

FMLA has a strong history and partnership with the Town of Flower Mound. Our program is served by a volunteer force of dedicated individuals striving to provide a safe, encouraging environment for boys and girls who love playing the sport of lacrosse.

### Section 3

#### Program Registration Fees

*(When calculating fees, please note that there are fixed external costs associated with operating lacrosse leagues in Flower Mound. The Town collects a participation fee of \$2 per player/season for residents and \$14 per player/season for non-residents per Ordinance No. 87-02.*

- Provide the Town with an estimated cost per individual, per season for recreational league participants.
- If a competitive/select division is offered, please provide the total registration cost per team or cost per individual.
- Provide proposed cost for tournaments, clinics, and camps.
- Provide proposed number of tournaments, clinics and camps that organization plans to offer.
- Include the estimated number of individual participants per season.

FMLA strives to provide a competitive pricing structure as compared to other youth sports programs. Access to Flower Mound fields has helped to mitigate the program's costs. The table below details the registration fees for the upcoming Spring 2026 Season, the same fees which FMLA has maintained for the past several years. FMLA is a recreational program and does not offer a competitive division. While the program has experienced a slight decline in registrations, we estimate our upcoming Spring season will include approximately 250 youth, with 150 boys and 100 girls participating in our program.

Flower Mound Lacrosse Registration Fees			
Age Group	Cost	Age Group	Cost
Girls Youth (K/1st/2nd Grade)	\$125	Boys Youth (K/1st/2nd Grade)	\$125
Girls Youth (3rd/4th Grade)	\$300	Boys Youth (3rd/4th Grade)	\$300
Girls Youth (5th/6th Grade)	\$325	Boys Youth (5th/6th Grade)	\$325
Girls Youth (7th/8th Grade)	\$400	Boys Youth (7th/8th Grade)	\$400
Girls High School	\$1,000	Boys High School	\$1,000

The number of games for a player will depend on the age group, but typically in the Spring Season a youth team will play 8-12 games which may include 1-2 tournaments. Youth teams generally play games on weekends. We do our best to avoid scheduling games on Sunday mornings. No games will be played on Spring Break weekends or on Easter Sunday. High school teams usually play weeknight games, but they do occasionally have weekend tournaments or play days.

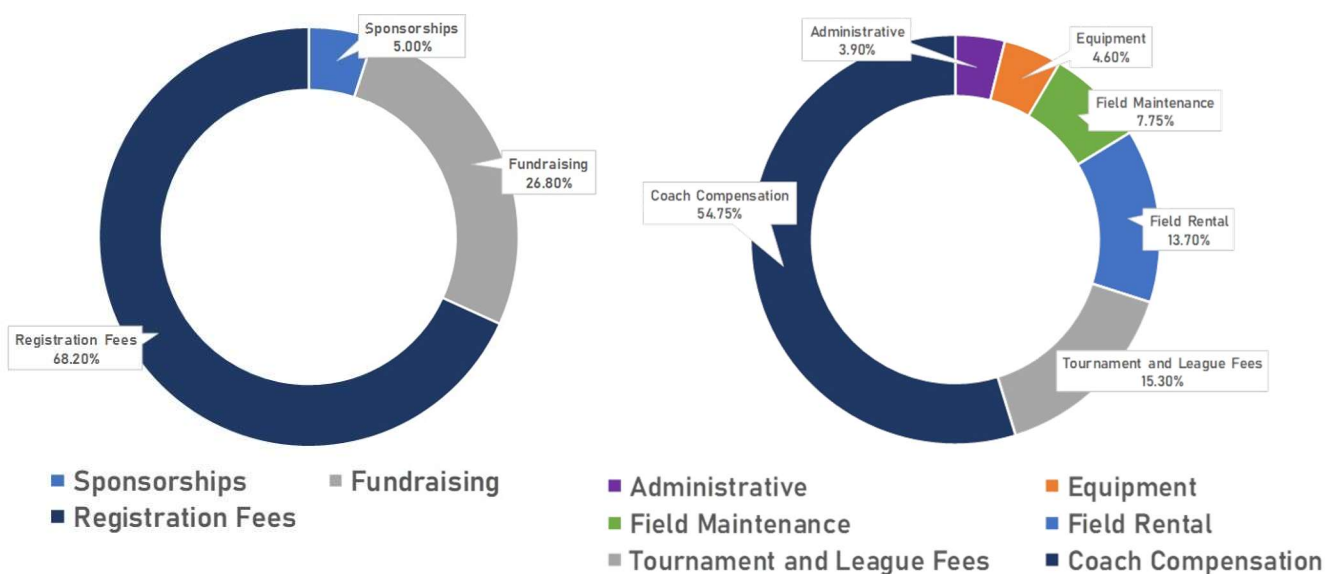
While the Fall Season is less structured, teams can expect to play at least 5 games and we generally register our teams in at least two tournaments, depending on availability.

## Request For Proposal For Youth Lacrosse League Provider

Our “Intro to Lacrosse” Clinics have become a staple of our program, increasing our outreach to youth in Flower Mound and neighboring communities. These free of charge clinics are key to growing our participants. We are grateful for the Town’s support over the years to provide access to fields for the clinics, normally held on Saturday mornings. Throughout the year, FMLA may conduct 4-6 clinics, as well as at least 2 summer camps for boys and girls programs. The price per participant in our summer camps will depending on age, but ranges from \$150 to \$250 per participant.

### Program Costs

Program costs vary from season to season, but historically, fundraising and sponsorships are required to supplement our registration fees, to cover the total expenses of the program. The below charts provide a historic breakdown of our expenses. *Please note, however, the Field Maintenance percentage does not reflect expenses paid to the Town.*



### Section 4

*Provide any prior experience in operating and/or managing a youth lacrosse association or involvement in other youth sports associations including any references.*

FMLA has been operating since 2009, providing boys and girls in Flower Mound the opportunity to learn the sport of lacrosse. FMLA has introduced more than 2,500 youth to the sport, teach the value of team work, commitment and discipline. FMLA humbly offers our experience in working with Town staff for our references.

# Flower Mound Lacrosse Association

## Grievance Policy and Procedures

Flower Mound Lacrosse Association (“FMLA”) believes that parents, players and coaches should have a fair opportunity to resolve complaints and concerns regarding the organization, board members, coaches, parents and players. Where the complaint involves matters that could first be discussed with the offending party, FMLA believes the open door policy between coaches, parents and players should be followed. FMLA would encourage parents, players and coaches to communicate with each other or the board to resolve any differences. Coaches and the Board of FMLA will make themselves available for discussion with the player and parent. In regard to complaints or concerns between players or parents, FMLA would encourage the players and parents to make themselves available for discussion and resolution with each other. Further, FMLA would recommend that such discussions do not occur immediately before or after an incident or a game as the coach’s, parent’s and player’s mind, focus and attitude may not be able to objectively deal with the disagreement and concern at hand. Instead, parents, players and coaches should agree upon a time to discuss the concern at hand and carry through with that discussion to reach an amicable resolution, if possible.

Where the complaint or concern cannot be resolved or does not involve a situation that would be appropriate for discussion and resolution without intervention by neutral third-parties, the involved persons should adhere to the following procedures.

1. Any person and/or persons wishing to file a grievance must do so in **writing via email or other form of writing** to the FMLA Board of directors within 10 days of the occurrence.
2. The FMLA Board will notify the person and/or persons involved in the grievance within a 7 day period of receiving the written notification.
3. The Board will then gather the related information, which may include eyewitness accounts, written information, i.e. handbook, registration forms etc., and other such information.
4. If the Board decides that the incident that initiated the grievance and/or the grievance itself has no merit, they will render their decision immediately.

If the Board finds that it warrants further consideration, the following steps will be initiated in a timely matter:

1. The FMLA Board will appoint a Grievance Committee that will consist of a least 3 FMLA members that are not involved in the grievance. The Grievance Committee will notify all the parties involved 7 days in advance of a date to hear the grievance.
2. All persons wishing to address the Grievance Committee, either for or against the grievance, shall notify the Committee that they would like to be put on the hearing agenda within 4 days of the notification.
3. Each person will be allotted 10 minutes to address the Grievance Committee. If any person cannot attend, they will be allowed to submit in writing their response to the grievance.
4. The Grievance Committee will meet separately to consider the grievance and render their decision.
5. All parties will be notified by either a follow up meeting or mail or email as to the committee's decision. The decision will be Final! The committee will inform the FMLA Board of the decision and it will be noted in the minutes of the next board meeting.
6. If the decision of the Grievance Committee determines that probation or suspension from FMLA is warranted, then the Board will take into consideration the period of probation or suspension recommended by the committee and implement the decision. The decision may also include follow-up meetings and/or observations as to the probation period, before the incident is resolved and reinstatement has occurred.

USA<sup>TM</sup>  
LACROSSE



ATHLETE PROTECTION AND  
SAFETY POLICY

JULY 2023

# I. OVERVIEW

## A. INTRODUCTION AND APPLICATION

A paramount principle of USA Lacrosse is ensuring that all athletes and participants are provided with the opportunity for safe and fun lacrosse. USA Lacrosse's commitment to providing a positive environment that is free of misconduct and abuse is exemplified in the Athlete Protection and Safety Program, a part of the USA Lacrosse Center for Sports Science & Safety.

The following policy sets forth standards and responsibilities which apply to and should be followed by all USA Lacrosse members as well as the broader lacrosse community. This document is not intended to and does not take precedent over the Protecting Youth Victims from Sexual Abuse and SafeSport Authorization Act of 2017, any applicable employment policies, or federal or state law. This policy also does not cover on-field conduct that is governed by the rules of play.

All USA Lacrosse members are responsible for familiarizing themselves with this policy and conducting themselves in a manner that is representative of USA Lacrosse's mission and values. As a condition of becoming a member, or renewing USAL membership, members agree to abide by this Athlete Protection & Safety Policy and the processes outlined below. This policy may be modified at the discretion of USA Lacrosse, without notice.

# II. REPORTING REQUIREMENTS

For the purposes of this policy, USA Lacrosse has defined all reports of misconduct into one of three categories: non-criminal, criminal, and extraordinary circumstances. If the criminal misconduct involves a minor, any individual under the age of 18 years, the allegations **MUST** be reported to the necessary local authorities **IMMEDIATELY**. For assistance in locating who to report to, go to: [Home - Child Welfare Information Gateway](#) .

## B. NON-CRIMINAL MISCONDUCT

### What is non-criminal misconduct?

Non-criminal misconduct is defined as behavior or actions which according to the law of the appropriate jurisdiction does not rise to the level of a crime in the respective jurisdiction authorities.

### What are some examples of non-criminal misconduct?

- Team Selection
- Playing Time
- Parent/Coach/Official Disagreements

- Adult Administrator/Board Member Disagreements

#### **What are examples of who non-criminal misconduct should get reported to?**

- Head Coach/Assistant Coach
- Program Leader/Director
- Athletic Director/School Administrator
- Local Board
- League Board/Administration
- Statewide Organization

#### **What will USA Lacrosse do with reports of non-criminal misconduct?**

USA Lacrosse will NOT investigate any allegations of non-criminal misconduct on a local level, unless it is deemed to meet an extraordinary circumstance at the discretion of USA Lacrosse as defined below. Non-criminal misconduct should be reported to the respective local lacrosse organization for resolution as listed above.

### **C. CRIMINAL MISCONDUCT**

#### **What is criminal misconduct?**

Criminal misconduct is defined as any behavior(s) or action(s) which violate the laws of the appropriate jurisdiction said action has taken place. As state-by-state laws vary, so actions defined as criminal misconduct also vary. If making a report to USAL regarding criminal activity involving a minor, immediately report to the necessary child protective services and law enforcement agency as well. For help locating a Child Advocacy Center who can aid in the reporting process, visit [USAL's Child Advocacy Center Map](#). All criminal misconduct should be reported to USA Lacrosse immediately, via the Reporting Process described below.

#### **What are examples of criminal misconduct?**

##### **Child Abuse and Neglect**

Any recent act or failure to act on the part of a parent, caretaker, which results in death, serious physical or emotional harm, sexual abuse, or exploitation, or an act or failure to act which presents an imminent risk of serious harm. This also includes other conduct prohibited by applicable local and state law.

##### **Child Sexual Abuse and Exploitation**

The employment, use, persuasion, inducement, enticement, or coercion of any minor to engage in or assist any other person in, any sexually explicit conduct or simulation of such conduct for the purpose of producing a visual depiction of such conduct; or the rape, and in cases of a caretaker or interfamilial relationships, statutory rape, molestation, prostitution, or other form of sexual exploitation of minors or incest with minors.

##### **Sexual Misconduct**



Any contact or non-contact sexual interaction that is either non-consensual; is forced, coerced, or manipulated: or is perpetrated in an aggressive, harassing, exploitative, or threatening manner. It also includes any act or conduct prohibited under federal or applicable state law (e.g. sexual abuse, sexual exploitation, or rape.)

#### **Sexual Contact with a Minor**

Touching, slapping, or otherwise contacting the buttocks or genitals; intentional exposure of private areas, including the unintentional or intentional exposure of breasts, buttocks, groin, genitals, or coercion of another to do so to an adult where there is a power imbalance, or to a minor.

#### **Physical Abuse and Misconduct**

Any intentional act causing injury or trauma to another person or animal by way of bodily contact. Including but not limited to assault, battery, domestic violence, or child physical abuse.

#### **Failure to Report**

Any individual deemed a Mandated Reporter by the Protecting Victims from Sexual Abuse and SafeSport Authorization Act of 2017, are required to report any suspected or alleged child abuse and neglect, including child sexual abuse, to the appropriate authorities (both law enforcement and child protective services) immediately. Failure to report suspected child abuse or neglect can result in civil liability or criminal charges.

### **D. EXTRAORDINARY CIRCUMSTANCES**

In the event a report is received by USA Lacrosse and is deemed to include extraordinary circumstances, as solely determined by USA Lacrosse, then USA Lacrosse, in its sole discretion, reserves the right to investigate and impose necessary sanctions should they be deemed needed. Should USA Lacrosse determine they will not investigate, the individual submitting the initial report will be directed to contact their local lacrosse organization for resolution.

#### **What are examples of extraordinary circumstances?**

##### **Bullying**

Repeated and/or severe behavior that is aggressive, directed at a minor, and intended or likely to hurt, control, or diminish the minor emotionally, physically, or sexually. Bullying behavior may include, without limitation, physical, verbal, and sexual conduct, the use of social media or cyber bullying, acts of exclusion or shunning, etc.

##### **Discrimination**

The unjust or prejudicial treatment of different categories of people, especially on the grounds of ethnicity, age, sex, or disability.

##### **Emotional Abuse and Misconduct**

A pattern or deliberate, non-contact behavior that has the potential to cause emotional or psychological harm. Non-contact behavior includes verbal and physical acts that deny attention or support. Verbal behaviors include personal attacks or repeatedly and excessively yelling at a particular participant or participants in a manner that serves no productive motivational purpose while physical behaviors can include throwing sports equipment, chairs, or other items at or near participants, or punching walls, windows, or other objects. Emotional abuse can also include acts that deny attention or support, such as ignoring or isolating a participant for extended periods of time.

### **Harassment**

Repeated and/or severe conduct that causes fear, humiliation, or annoyance, offends or degrades, creates a hostile environment, or discriminates against an individual or group based on age, race, ethnicity, culture, religion, natural origin, mental or physical disability, etc. Whether conduct is deemed as harassment or not depends on that totality of the circumstances, including nature, frequency, intensity, location, context, and duration of the behavior.

### **Hazing**

Any physical, mental, emotional, or psychological conduct that endangers, abuses, humiliates, degrades, or intimidates another individual as a conditioning of joining or being accepted by a group, team, or organization. Consent is not a defense to Hazing, regardless of the person's perceived willingness to cooperate or participate.

*\*Bullying, Harassment, and Hazing behaviors do not include professionally accepted coaching methods for skill enhancement, physical conditioning, team building, appropriate discipline, or improved athlete performance. Concerns regarding these methods should be reported to the respective local lacrosse organization leader.*

To find additional solutions within your local lacrosse organization, including assistance with creating and implementing by-laws, anti-harassment and discrimination policies, or adhering to the Honor the Game Practices, contact your respective Regional Manager and/or Director. Find your representative here: [Regions | USA Lacrosse](#).

### **Racism**

Discrimination and prejudice towards people based on their race or ethnicity. This can be present in but not limited to actions, practices, and verbiage used that support the expression of prejudice.

## **III. REPORTING PROCESS**



USA Lacrosse has a standard process to submit misconduct reports. If an individual believes the allegation is appropriate to report to USA Lacrosse, based on the information in this policy, the report can be submitted by completing the online [Misconduct Report](#).

To maintain privacy, information reported will only be shared with the appropriate USA Lacrosse Staff, retained outside counsel, and the appropriate authorities on an as needed basis. Information provided in a misconduct report will **NOT** be shared with any external parties unless otherwise noted.

### **Anonymous Reporting**

Any persons reporting to USA Lacrosse retains the right to report anonymously. However, some contact information may be needed to further validate a claim or report. Please keep in mind that an anonymous report which warrants involvement from local authorities may need the reporter's name and contact information in order to investigate.

### **Making a False Report**

Filing a knowingly false allegation that an individual engaged in misconduct is a violation of USA Lacrosse policy which may be subject to disciplinary action at the discretion of USA Lacrosse. A false allegation, however, is different than an unsubstantiated allegation. An unsubstantiated allegation means there is insufficient supporting evidence to determine whether said allegation is true or false, but this type of report may still be made in good faith and is not a policy violation.

### **Retaliation**

USA Lacrosse also prohibits retaliation against anyone for engaging in USA Lacrosse's Athlete Protection & Safety Program reporting process. Any member, individual acting on behalf of a member, or any other individual subject to this policy shall not take any adverse actions against a person for making a good faith report of possible Athlete Protection & Safety Policy violations. Retaliatory behavior includes, without limitation, threats, intimidation, harassment, or any other form of conduct that would discourage a person from engaging in or participating in USA Lacrosse's processes. Retaliation can be present even when there is a finding that no violation of USA Lacrosse policies occurred.

## **E. REPORTING PROCESS**

Once a report is submitted to USA Lacrosse, the following steps will be taken:

1. A report of misconduct is received and reviewed by the Manager, Athlete Protection & Safety to determine if the report is non-criminal or criminal in nature.
2. If the report is about non-criminal misconduct, the reporter will be directed to contact the necessary party within their local lacrosse organization to resolve the matter.
3. If the report involves criminal misconduct, the Manager, Athlete Protection & Safety at USA Lacrosse will verify with the appropriate local authorities to ensure a report has been submitted.

- a. If a report to local authorities does not exist, and the misconduct reported to USA Lacrosse includes criminal misconduct, USA Lacrosse will act as the reporting source to the authorities within the appropriate jurisdiction. All employees of USA Lacrosse serve as Mandated Reporters who are required to report allegations of criminal misconduct involving a minor (under 18 years old).
4. Upon confirming or submitting a report with local authorities, USA Lacrosse will immediately suspend the membership, where applicable, to the defending party citing the reason for the suspension\*.
  - a. If the offender is not a current, but a past USA Lacrosse member, a note will be added to their file, and if appropriate, purchasing access will be removed to prevent future activation of membership.
5. USA Lacrosse will also notify the appropriate program leader for the local lacrosse organization in which the defending party is a part of for their reference.
6. USA Lacrosse will work alongside necessary parties, without interference, to stay up-to-date on the status of any active criminal investigation, or active case within the criminal justice system, including court proceedings.

\*It is important to keep in mind that not all individuals who may have committed a criminal act are active members of USA Lacrosse or a local lacrosse organization. Though there will be a record of past membership, an individual who does not have membership will not have the ability to face suspension. USA Lacrosse will NOT reveal the membership status of any participant associated with an allegation of misconduct.

## IV. ATHLETE PROTECTION AND SAFETY REQUIREMENTS

Members of USA Lacrosse agree to abide by this policy and must complete the two requirements of the Athlete Protection & Safety Policy: background screening and abuse prevention training. Failure to complete these requirements within the necessary timeframe of twenty (20) days from the purchase of membership will result in suspended membership until their completion.

These requirements are **MANDATORY** for individuals that are 18 and older within the following roles:

- a) Coach Members
- b) Certified Trainers, Assigners, and Officials Observers (ODP)
- c) National Team Athletes, Coaches, and Supporting Personnel
- d) National Team Development Program Coaches and Supporting Personnel
- e) USA Lacrosse Volunteers
- f) USA Lacrosse Chapter Leadership (President, Secretary, and Treasurer)
- g) USA Lacrosse Board Members, Committee Members, and Subcommittee Members



- h) Employees of USA Lacrosse
- i) Official Members (currently optional)

## **F. ABUSE PREVENTION TRAINING**

Adult members who have regular contact with or authority over youth athletes must complete Abuse Prevention Training as offered within the USA Lacrosse E-Learning platform.

The course is designed to be a preventative step in protecting minor athletes by expressing the importance of limiting one-on-one interactions between adult and minors, educating members on identifying signs and symptoms of abuse, and preventing, responding to, and reporting misconduct. The certificate for this course is valid for two years from the date of completion.

## **G. BACKGROUND SCREENING**

Background Screening with USA Lacrosse is performed by the National Center for Safety Initiatives (NCSI), one of the nation's leading background screening service providers. NCSI performs screening for all United States Olympic and Paralympic Committee (USOPC) sport governing bodies.

Background screening reports can take up to two weeks, especially in the event the screen includes internationally lived addresses. The cost for a domestic background screen is covered by USA Lacrosse. An international screen may require an additional cost to be paid for by the individual submitting. Each background screen will be valid for two years from the date of decision/results found by NCSI\*. The basic components of the NCSI background screening are:

1. Identity verification
2. SSN validation with address and name history\*\*
3. Two multi-jurisdictional, national criminal database searches covering all 50 states
4. Two national sex offender registries covering all 50 states
5. Various watch lists, fugitive, and terrorist database searches
6. Automatic re-check after one year of one national criminal database and sex offender registries (county search not included in automatic recheck)
7. County courthouse search (current or longest/most recent residency in past five years)
8. Federal Court and District Court search (National leadership and Chapter leadership roles only)
9. Motor Vehicle Records Searches (USA Lacrosse Employees only)

*\*As part of agreeing to background screening with NCSI, all members agree to an automatic re-check approximately one year after their original submission date. This re-check may result in a different result than originally determined and defined below.*

*\*\*USA Lacrosse nor NCSI allow any substitution for social security number (SSN) on background screening. NCSI is aligned with industry best practices regarding data security, including high*

*level encryption to protect information submitted online. Internal security measures ensure that your personal information is only viewed as needed to process your screen by qualified personnel who are trained in handling confidential data. NCSI is PCI-compliant and does not share any personal information with third parties. Failure to verify your identity utilizing SSN will result in a failed background screen and subsequently suspended membership with USA Lacrosse.*

## **H. CRITERION OFFENSES**

Any individual submitting for a background screening shall truthfully and fully disclose in their USA Lacrosse application or renewal form all information regarding convictions, arrests, or pending investigations. The current USA Lacrosse background screening criterion offenses defined as a disposition or resolution of a criminal proceeding, other than an adjudication of not guilty, or the existence of pending charges, for any of the below criminal offenses:

1. Any felony; and
2. Any misdemeanor involving:
  - a. All sexual crimes, criminal offenses of a sexual nature to include but not limited to; rape, child molestation, sexual battery, lewd conduct, possession and distribution of child pornography, possession and distribution of obscene material, indecent exposure, public indecency, or potentially require registration as a sex offender;
  - b. Any drug related offenses;
  - c. Harm to a minor, included, but not limited to offenses such as child abandonment, endangerment, neglect, abuse, contributing to the delinquency of a minor, or DUI with a minor;
  - d. Violence against a person, force, or threat of force (including crimes involving deadly weapons, or domestic violence);
  - e. Stalking, harassment, blackmail, violation of a protection order, or threats;
  - f. Destruction of property, including arson, vandalism, and criminal mischief; or
  - g. Animal abuse, cruelty, or neglect.

## **I. BACKGROUND SCREENING RESULTS**

Once a background screen is complete, the results will show one of two possible determinations: green-light or red-light.

### **Green-Light**

The registrant has no criminal history found, nor an arrest/conviction for a non-criterion offense.

### **Red-Light**

The registrant has a pending charge and/or conviction of a criterion offense discovered on their record.

For those individuals who received a red-light determination, their membership and all associated benefits will be immediately suspended. To have their membership status reconsidered, the individual will have the opportunity to file an appeal with USA Lacrosse detailed in section VK.

If the results of the criminal background screening are believed to be inaccurate by the registrant or member, they can dispute the claimed inaccuracy directly to NCSI by contacting the help line at [support@ncsisafe.com](mailto:support@ncsisafe.com).

## V. SUSPENSION AND APPEALS

In the event of a substantiated claim of criminal misconduct or a red-light determination on background screening, the membership for that individual will be suspended immediately. USA Lacrosse reserves the right to suspend the membership of any individual in an extraordinary circumstance, or at any other time determined by USA Lacrosse.

### J. RIGHT TO TERMINATE

In addition to suspensions of memberships, USA Lacrosse reserved the right to terminate membership or the ability to purchase membership in the future as necessary.

### K. APPEALS PROCESS

If an individual's membership is currently in suspension, they have the right to submit an appeal for relief of suspension with USA Lacrosse's Misconduct and Appeals Review Subcommittee (MARS). Should the individual choose to file an appeal, USA Lacrosse will then take the following steps:

1. Once an individual has received notification of a suspended membership whether through USA Lacrosse or direct communication from NCSI, the individual will have twenty (20) days from the notification to submit an appeal.
2. The individual submitting an appeal will need to provide the following three documents:
  - a. A formal appeal letter including;
    - i. The context in which the offense occurred
    - ii. The basis upon which relief from the temporary suspension of membership should be given
  - b. Two (2) letters of recommendation. The letters must:
    - i. Be addressed to USA Lacrosse and dated within twenty (20) days of the issuance date on the notice you received informing you about the suspension;
    - ii. Be written by two (2) different members of your community (excluding family members)

- iii. Speak to your character as a person and coach/official (the writer should detail their relationship to you, how long they have known you and positive personal qualities you exhibit)
    - iv. Include contact information of the writer (name, signature, phone, email)
3. The individual will submit the three documents above to USA Lacrosse via the [Appeals Submission form](#).
4. These documents along with the original misconduct or background screen will be reviewed by the Misconduct and Appeals Review Subcommittee for review and decision on whether to accept or deny the appeal.
5. If the appeal is denied, the membership of the individual will remain in suspension.
6. If the appeal is accepted, the membership of the individual and all associated benefits will be reinstated as active.

**BYLAWS OF THE FLOWER MOUND LACROSSE ASSOCIATION**  
**A TEXAS NON-PROFIT CORPORATION**

**ARTICLE I**  
**NAME, OFFICES AND PURPOSE**

**Name**

1.01 The name of the corporation (the "Corporation") is Flower Mound Lacrosse Association.

**Principal Office**

1.02 The principal office of the Corporation in the State of Texas shall be located at 5304 Clear Creek Drive, Flower Mound, Texas 75022. The Corporation may have such other offices, either within or without the State of Texas, as the Board of Directors may determine or as the affairs of the Corporation may require from time to time.

**Registered Office and Registered Agent**

1.03 The Corporation shall have and continuously maintain in the State of Texas a registered office and a registered agent whose office is identical with such registered office, as required by the Texas Non-Profit Corporation Act. The registered office may be, but need not be, identical with the principal office of the Corporation in the State of Texas, and the address of the registered office may be changed from time to time by the Board of Directors.

**Purpose**

1.04 The purposes for which the Corporation is formed are as set forth in the Articles of Incorporation/Certificate of Formation. Specifically, the purpose of the Flower Mound Youth Lacrosse Association is to promote the development of the game of lacrosse in the local community by providing an organized, fun, safe, team-oriented program where players can learn the fundamentals of lacrosse, develop skills to be competitive in lacrosse, build the characteristics of sportsmanship and strong character, and promote booster club fundraising to ensure the sound financial responsibility of the organization.

The general purpose for which the corporation is organized are exclusively charitable, scientific, religious, literary and educational purposes within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or any superseding federal tax law. The corporation will not carry on any activities not permitted to be carried on by a corporation exempt from federal income tax under section 501(c)(3) of the Code.

## **ARTICLE II MEMBERSHIP**

The Corporation shall have no members.

## **ARTICLE III BOARD OF DIRECTORS**

### **General Powers**

3.01 The affairs of the Corporation shall be managed by its Board of Directors. Directors need not be residents of Texas.

### **Number; Election; Qualification**

3.02 The number of directors shall be no less than three (3) nor more than five (5), provided that the number may be increased or decreased from time to time by an amendment to these Bylaws or resolution adopted by the Board of Directors, provided that the number of directors may not be decreased to fewer than three (3). No decrease in the number of Directors shall have the effect of shortening the term of any incumbent director. At the first annual meeting of the Board of Directors and at each annual meeting thereafter, the directors shall elect directors. A director shall hold office until the next annual election of directors and until said director's successor shall have been elected, appointed, or designated and qualified.

### **Removal**

3.03 A director may be removed from office, with or without cause, by persons entitled to elect, designate, or appoint the director. If the director was elected to office, removal requires an affirmative vote equal to the vote necessary to elect the director.

### **Resignation**

3.04 A director may resign by providing written notice of such resignation to the Corporation. The resignation shall be effective upon the date of receipt of the notice of resignation or the date specified in such notice. Acceptance of the resignation shall not be required to make the resignation effective.

### **Annual Meetings**

3.05 A regular annual meeting of the Board of Directors shall be held without formal notice, on the second Tuesday in June of each year, at the hour of 7:30 pm, at the main business office of the Corporation or other location as agreed upon by the Board of Directors. The Board of Directors may provide by resolution the time and place, either within or without the State of Texas, for the holding of additional regular meetings of the Board without other notice than such resolution.

### **Special Meetings**

3.06 Special meetings of the Board of Directors may be called by or at the request of the President or any two Directors. The person or persons authorized to call special meetings of the Board may fix any place, either within or without the State of Texas, as the place for holding any special meetings of the Board called by them.

### **Notice**

3.07 Notice of any meeting of the Board of Directors shall be given at least five (5) days previously thereto in accordance with the terms of these bylaws. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these bylaws.

### **Quorum**

3.08 A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the Directors is present, the Chairman may adjourn the meeting from time to time without further notice.

### **Manner of Acting**

3.09 The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these bylaws.

### **Vacancies**

3.10 Any vacancy occurring in the Board of Directors and any directorship to be filled by reason of an increase in the number of Directors shall be filled by the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Any directorship to be filled by reason of an increase in the number of directors shall be filled by election at an annual meeting or at a special meeting of the Board of Directors called for that purpose.

### **Compensation**

3.11 Directors as such shall not receive any stated salaries for their services, but by resolution of the Board of Directors a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board; but nothing herein contained shall be construed to preclude any Director from serving the Corporation in any other capacity and receiving compensation therefor.

### **Informal Action by Directors**

3.12 Any action required by law to be taken at a meeting of Directors, or any action which may be taken at a meeting of Directors, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Directors. The consent in writing can be via email and an electronic signature shall serve as a written signature for purposes of this provision.

### **Telephone Meeting**

3.13 Any one or more directors may participate in a meeting of the Board of Directors by means of a conferencing telephone or similar telecommunications device, which allows all persons participating in the meeting to hear each other. Participation by telephone shall be equivalent to presence in person at the meeting for purposes of determining if a quorum is present.

### **Conflicts of Interest**

3.14 (a) In the event any director has a conflict of interest that might properly limit such director's fair and impartial participation in Board deliberations or decisions, such director shall inform the Board as to the circumstances of such conflict. If those circumstances require the nonparticipation of the affected director, the Board may nonetheless request from the director any appropriate nonconfidential information which might inform its decisions. "Conflict of interest," as referred to herein, shall include but shall not be limited to, any transaction by or with the Corporation in which a director has a direct or indirect personal interest, or any transaction in which a director is unable to exercise impartial judgment or otherwise act in the best interests of the Corporation.

(b) No director shall cast a vote, nor take part in the final deliberation in any matter in which he or she, members of his or her immediate family, or any organization to which such director has allegiance, has a personal interest that may be seen as competing with the interest of the Corporation. Any director who believes he or she may have such a conflict of interest shall so notify the Board prior to deliberation on the matter in question, and the Board shall make the final determination as to whether any director has a conflict of interest in any matter. The minutes of the Board meeting shall reflect disclosure of any conflict of interest and the recusal of the interested director.

## **ARTICLE IV OFFICERS**

### **Elected Officers**

4.01 The officers of the Corporation shall be a President, one or more Vice Presidents (the number hereof to be determined by the Board of Directors), a Secretary, a Treasurer, and such other officers as may be elected in accordance with the provisions of this Article. The Board of Directors may elect or appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the

authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person.

#### **Election and Term of Office**

4.02 The officers of the Corporation shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as it conveniently may be. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

#### **Removal**

4.03 Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

#### **Vacancies**

4.04 A vacancy in any office because of death, resignation, disqualification or otherwise, may be filled by the Board of Directors.

#### **President**

4.05 The President shall be the principal executive officer of the Corporation and shall in general supervise and control all of the business and affairs of the Corporation. He shall preside at all meetings of the members and of the Board of Directors. He may sign, with the Secretary, or any other proper officer of the Corporation authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws or by statute to some other officer or agent of the Corporation; and in general he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

#### **Vice President**

4.06 In the absence of the President or in the event of his inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in order of their election) shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned to him by the President or Board of Directors.

#### **Treasurer**

4.07 If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or

sureties as the Board of Directors shall determine. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Corporation; receive and give receipts for moneys due and payable to the Corporation from any source whatsoever; and deposit all such moneys in the name of the Corporation in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of Article 7 of these Bylaws; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors. The Treasurer is required to present an annual report of the financial state of the Corporation at the annual meeting of the Board of Directors.

#### **Secretary**

4.08 The Secretary shall keep the minutes of the meetings of the members and the Board of Directors in one or more books provided for that purpose; give all notices in accordance with the provisions of these Bylaws or as required by law; be custodian of the corporate records and of the seal of the Corporation, and affix the seal of the Corporation to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these Bylaws; keep a register of the post office address of each member which shall be furnished to the Secretary by each member, and, in general, perform all duties incident to the office of the Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

#### **Assistant Treasurers and Assistant Secretaries**

4.09 If required by the Board of Directors, the Assistant Treasurers shall give good bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The Assistant Treasurers and Assistant Secretaries in general shall perform such duties as shall be assigned to them by the Treasurer or the Secretary or by the President or the Board of Directors.

### **ARTICLE V COMMITTEES**

#### **Appointment**

5.01 The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate and appoint one or more committees, each of which shall consist of two (2) or more persons, a majority of whom are directors, which committees, to the extent provided in said resolution shall have and exercise the authority of the Board of Directors in the management of the Corporation. However, no such committee shall have the authority of the Board of Directors in reference to amending, altering or repealing the Bylaws; electing, appointing, or removing any member of any such committee or any Director or officer of the Corporation; amending the articles of incorporation; adopting a plan

of merger or adopting a plan of consolidation with another corporation; authorizing the sale, lease, exchange, or mortgage of all or substantially all of the property and assets of the Corporation; authorizing the voluntary dissolution of the Corporation or revoking proceedings therefor; adopting a plan for the distribution of the assets of the Corporation; or amending, altering, or repealing any resolution of the Board of Directors which by its terms provides that it shall not be amended, altered or repealed by such committee. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed on it or by him by law.

#### **Other Committee Approval**

5.02 Other committees not having and exercising the authority of the Board of Directors in the management of the Corporation may be approved by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, the President of the Corporation shall appoint the members thereof. Any members thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Corporation shall be served by such removal.

#### **Terms of Office**

5.03 Each member of a committee shall continue as such until the next annual meeting of the Board of Directors of the Corporation and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

#### **Chairman**

5.04 One member of each committee shall be appointed chairman by the person or persons authorized to appoint the members thereof.

#### **Vacancies**

5.05 Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

#### **Quorum**

5.06 Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

#### **Rules**

5.07 Each committee may adopt rules for its government not inconsistent with these Bylaws or with rules adopted by the Board of Directors.

**ARTICLE VI  
CONTRACTS, CHECKS, DEPOSITS AND FUNDS**

**Contracts and Spending Authority**

6.01 The Board of Directors may authorize any officer or officers, agent or agents of the Corporation, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation. Such authority may be general or confined to specific instances. The Board of Directors at their annual meeting shall establish limits of spending authority by the officers of the Corporation.

**Checks and Drafts**

6.02 All checks, drafts, or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice President of the Corporation.

**Deposits**

6.03 All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

**Gifts**

6.04 The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Corporation.

**ARTICLE VII  
BOOKS AND RECORDS**

The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board of Directors, and committees having any of the authority of the Board of Directors. All books and records of the Corporation may be inspected by any member or his agent or attorney for any proper purpose at any reasonable time.

**ARTICLE VIII  
FISCAL YEAR**

The fiscal year of the Corporation shall end on December 31<sup>st</sup> of each year.

**ARTICLE IX  
NOTICE AND WAIVER OF NOTICE**

**Notice**

9.01 Whenever under the provisions of these Bylaws notice is required to be given to a director, officer, or committee member, such notice shall be given in writing by first-class mail or overnight delivery service with postage prepaid to such person at his or her address as it appears on the records of the Corporation. Such notice shall be deemed to have been given when deposited in the mail or the delivery service. Notice may also be given by facsimile, electronic mail, or hand delivery, and will be deemed given when received.

**Waiver of Notice**

9.02 Whenever any notice is required to be given under the provisions of the Texas Non-Profit Corporation Act, or under the provisions of the articles of incorporation or the Bylaws of the Corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

**ARTICLE X  
AMENDMENTS TO BYLAWS**

These Bylaws may be altered, amended, or repealed and new Bylaws may be adopted by a majority of the Directors present at any regular meeting or at any special meeting, if at least two days written notice is given of an intention to alter, amend or repeal these Bylaws or to adopt new Bylaws at such meeting.

**ARTICLE XI  
INDEMNIFICATION AND INSURANCE**

**Indemnification**

11.1 Unless otherwise prohibited by law, the Corporation shall indemnify any director or officer or any former director or officer, and may by resolution of the Board of Directors indemnify any employee, against any and all expenses and liabilities incurred by him or her in connection with any claim, action, suit, or proceeding to which he or she is made a party by reason of being a director, officer, or employee. However, there shall be no indemnification in relation to matters as to which he or she shall be adjudged to be guilty of a criminal offense or liable to the Corporation for damages arising out of his or her own gross negligence in the performance of a duty to the Corporation.


Amounts paid in indemnification of expenses and liabilities may include, but shall not be limited to, counsel fees and other fees; costs and disbursements; and judgments, fines, and penalties against, and amounts paid in settlement by, such director, officer, or employee. The Corporation may advance expenses or, where appropriate, may itself undertake the defense of any director, officer, or

employee. However, such director, officer, or employee shall repay such expenses if it should be ultimately determined that he or she is not entitled to indemnification under this Article.

### Insurance

11.2 The Corporation shall purchase and maintain insurance or another arrangement on behalf of any person who is or was a member, director, officer, employee, or agent of the Corporation or who is or was serving at the request of the Corporation as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, employee benefit plan, other enterprise, or other entity, against any liability asserted against him or her and incurred by him or her in such a capacity or arising out of his or her status as such a person, whether or not the Corporation would have the power to indemnify him or her against that liability. Without limiting the power of the Corporation to procure or maintain any kind of insurance or other arrangement, the Corporation may, for the benefit of persons indemnified by the Corporation, (1) create a trust fund; (2) establish any form of self-insurance; (3) secure its indemnity obligation by grant of a security interest or other lien on the assets of the Corporation; or (4) establish a letter of credit, guaranty, or surety arrangement. The insurance or other arrangement may be procured, maintained, or established within the Corporation or with any insurer or other person deemed appropriate by the Board of Directors regardless of whether all or part of the stock or other securities of the insurer or other person are owned in whole or part by the Corporation. In the absence of fraud, the judgment of the Board of Directors as to the terms and conditions of the insurance or other arrangement and the identity of the insurer or other person participating in an arrangement shall be conclusive and the insurance or arrangement shall not be voidable and shall not subject the directors approving the insurance or arrangement to liability, on any ground, regardless of whether directors participating in the approval are beneficiaries of the insurance or arrangement.

Adopted by all of the members of the Board of Directors on  
June 8, 2010.

  
Chris Hansen, Secretary  
President

**YOUTH LACROSSE CONTRACT  
WITH  
FLOWER MOUND LACROSSE ASSOCIATION**

THIS CONTRACT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas (hereinafter referred to as “TOWN”), acting by and through its Town Manager, or his designee, and the **FLOWER MOUND LACROSSE ASSOCIATION**, whose address is P.O. Box 270351, Flower Mound, Texas 75027 (hereinafter referred to as “FMLA”).

WITNESSETH:

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

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

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

**I.  
Scope of Services**

The Services shall be offered each year of the Contract between the months of February and May, August and November (hereinafter referred to as “Season”). At selected times during the year, during the Season or during times when not in Season and with approval from the TOWN, FMLA will be allowed to offer camps, leagues, tournaments, sport specific instructional programs, and clinics (collectively “Events”), so long as the Facility is available. In no event may FMLA subcontract the Services to be performed under this Contract.

**II.  
Term**

The term of this Contract shall be for a period of five (5) years beginning on January 1, 2026 and ending on December 31, 2030.

**III.  
Termination**

Neither the TOWN nor the FMLA may terminate this Contract while engaged in Services during an active Season, but may terminate this Contract upon thirty (30) days written notice prior to the end of an active Season, or with thirty (30) day written notice when not in an active

season. In no event shall any termination give rise to any claim against TOWN by FMLA, whether for lost profits, costs, overhead or any other reason.

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

#### **IV. Contract Facility**

For purposes of this Contract, FMLA may use the Gerault Park and Bakersfield Park lacrosse fields for FMLA's recreational program, (hereinafter referred to as "Facility") for so long as such Facility is available. Additional locations may be added with approval of TOWN upon the written request of FMLA.

#### **V. Condition of Contract Facility**

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

In further consideration for the privilege of using the Facility, FMLA specifically assumes any and all liability that may arise due to premises defects upon any or all improvements which exist on the Facility at the time of execution of this Contract, or any and all improvements which are constructed thereafter related to or arising out of FMLA's use, excluding normal wear and tear. FMLA agrees to accept the Facility in the condition in which it is found. TOWN hereby disclaims and FMLA hereby accepts TOWN's disclaimer of any warranty, express or implied, of the conditions or fitness for use of any portions of the Facility.

#### **VI. Preparation of Contract Facility for FMLA Use**

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

**VII.**  
**TOWN Fees**

- A. FMLA shall also collect and pay to TOWN a participation/facility usage fee (“Fees”) as required in the applicable TOWN ordinance. Fees shall be charged for each player for each season during the Term of this Contract. The fees for residents shall be \$2 per player. The Fees for non-residents shall be \$14 per player. The amount of fees to be collected and paid to the Town may be amended at any time, including during any Season, and such increased Fees shall apply to next applicable Season. Fees shall be due and owing no later than sixty (60) days after the first regularly scheduled game of the applicable Season. Supporting documentation for Fees, such as individual participant names and residency status, shall be made available to TOWN no later than sixty (60) days after the first regularly scheduled game of the applicable season. Residency status shall be determined based on residency within the corporate limits of TOWN. In the event of any dispute regarding residency of a participant, the decision of TOWN’s representative shall be final.
- B. FMLA shall also be responsible for the collection and remittance to TOWN of all charges and collected amounts related to any Events that are conducted during or outside the normal scope of activities at Facility. The parties specifically agree that payment of a lump sum fee in the amount of ten percent (10%) of the gross revenues received for all FMLA Events is a fair and reasonable fee to be paid to TOWN. FMLA will pay TOWN the ten percent (10%) lump sum payment for all Events within thirty (30) days after the last day of each Event.
- C. FMLA will from time to time be permitted by TOWN to offer non-league related tournaments (“Tournament”) in addition to the Services to be provided under this Contract, so long as the Facility is available. The Tournament and Tournament field rental fee (“Tournament Fee”) shall be governed by applicable TOWN ordinance. Full payment of the Tournament Fee shall be due and owing to the TOWN no later than five (5) business days prior to the first scheduled game of a Tournament.

**VIII.**  
**FMLA’s Responsibilities**

- A. FMLA accepts the following responsibilities under this Contract:
1. FMLA shall operate as a non-profit (501c3) organization under the laws set forth for incorporation in the State of Texas;
  2. FMLA shall act in accordance with its Articles of Incorporation;
  3. FMLA shall publish its bylaws, as well as overall governance of the organization/association specific to Services;

4. FMLA shall ensure that adult supervision is present at Contract Facility, as well as any other TOWN-approved Facility used by any team, in an official capacity for every league practice, official league game, tournament game, camp, or clinic;
5. FMLA shall encourage staff, coaches, volunteers, and agents to conduct themselves as positive role models exemplifying proper sportsmanship, cooperation, and appropriate behavior;
6. FMLA shall cause statewide criminal background checks to be performed, by an entity licensed by the Texas Commission on Private Security pursuant to Chapter 1702 of the Texas Occupations Code, of all head coaches, assistant coaches, board members, and any other person acting in any capacity with FMLA having contact with children participating in FMLA's programming before any such persons or individuals may so participate and at least one (1) time each year thereafter during the term of this Contract and any extension or modification of this Contract. FMLA shall keep updated records of current background checks and, if requested, submit a list of all current background checks to TOWN no later than fifteen (15) business days from the date of request;
7. FMLA shall ensure all head coaches are certified for coaching youth by a national, state, or local accredited coaching certification program that is recognized by the Town;
8. FMLA shall keep updated records of certified coaches and, if requested, submit a list of all coaches with certifications to TOWN no later than fifteen (15) business days from the date of request;
9. FMLA shall adopt and enforce a Code of Conduct that conforms to the National Alliance for Youth Sports (NAYS) standards as a minimum (or equivalent);
10. FMLA shall notify all parents, participants, and spectators regarding the Code of Conduct and require all coaches, parents, and participants to sign a copy of FMLA's Code of Conduct;
11. FMLA shall adopt a formal published grievance/dispute resolution/discipline process whereby complaints and concerns can be properly heard and addressed;
12. FMLA shall address and resolve all disciplinary matters concerning players, coaches, spectators, officials, etc., in accordance with FMLA's Code of Conduct and established policies and procedures;
13. FMLA shall address and resolve all grievances, disputes, complaints and concerns in accordance with FMLA's Code of Conduct and established policies and procedures;

14. FMLA shall maintain fiscal responsibility by establishing and operating according to generally accepted accounting principles and practices;
15. FMLA shall utilize all income derived from this Contract and the operation of the lacrosse programming sought hereunder solely to defray legitimate costs and expenses of such programming;
16. FMLA shall provide TOWN, within fifteen (15) business days after TOWN's request for such information, the names, mailing addresses and additional contact information for all participants in FMLA's programming including coaches, officials and athletes;
17. FMLA shall not engage in any business at Facility or any other Town-owned or operated facilities or perform any action in connection therewith that violates any then existing Town ordinance or policy, rule or regulation, or any other State or Federal rule, regulation, law or statute or otherwise use or utilize such facilities in a manner that creates or constitutes a nuisance;
18. FMLA shall adopt a non-discrimination policy that ensures participation for all youth regardless of race, creed, color, gender, economic status, or athletic ability;
19. FMLA shall endeavor to develop balanced teams within the recreational leagues through the team selection process and recreational teams shall not be scheduled or required to play against competitive or select teams unless both teams agree to play such a game;
20. FMLA shall not subcontract or enter into any agreement that allows or authorizes the provision of the Services contemplated by this Contract to be performed by a third party or outside entity, except as specifically authorized in writing by the TOWN;
21. FMLA shall purchase and provide all equipment necessary to perform the Services;
22. FMLA acknowledges that TOWN may wish to undertake a survey or other similar instrument to gauge various user issues with regard to services, schedules, and other items related to FMLA's operations. TOWN and FMLA will work cooperatively on mutually acceptable survey language to effectuate this goal. The results of the survey will be shared with FMLA to ensure parent and participant satisfaction and shall be made public at a regularly scheduled Parks Board meeting. Consequently, in an effort to protect the identity of juveniles to the greatest extent permitted by law, in the event TOWN determines to undertake a survey, FMLA will provide its participant data base to a mutually agreed upon Mailing House whereby a survey can be conducted at TOWN's expense;

23. FMLA shall at a minimum, convene two (2) board meetings annually. FMLA shall make a good faith effort to publicly advertise scheduled board meetings on FMLA's web site; and
24. FMLA shall appear before the Parks Board on an annual basis to give a report on FMLA's operations.

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

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

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

**IX.**  
**Insurance**

FMLA shall purchase, maintain and keep in force during the term of this Contract such insurance as set forth below. FMLA 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 FMLA allow any subcontractor to commence work on his subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this Contract shall be written on an "occurrence" basis.

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

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

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

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

1. Provide for thirty (30) days notice of cancellation to TOWN, for nonpayment of premium, material change or any other cause.
2. Be written through companies duly authorized to transact that class of insurance in the State of Texas.
3. Relative to Workers' Compensation coverage, waive subrogation rights for loss or damage so that insurers have no right to recovery or subrogation against TOWN, 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 insured on all liability insurance policies.
5. Provide a Certificate of Insurance evidencing the required coverage's to:

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

**X.**  
**TOWN's Responsibilities**

- A. Town hereby authorizes and agrees that FMLA will be the youth lacrosse provider for the TOWN. During the term of this Contract, FMLA will have the ability to use Facility, as assigned by TOWN, during FMLA's regular season, league playoffs, and make-up games as long as Facility is available. At any time the Facility is not being utilized by FMLA, TOWN may assign the Facility to other parties.
- B. TOWN will work with FMLA to schedule time periods for use of the Facility by FMLA during the Season noted above and any Events that FMLA may desire to sponsor. It will be FMLA's responsibility to meet with TOWN to discuss the scheduling of all league games, practices, and league related tournaments whether during Season or for Events outside of contract dates at least sixty (60) days prior to the beginning of any Season or Events.
- C. TOWN will communicate with FMLA regarding the closure of Facility due to inclement weather or any outside factor that may hinder FMLA from utilizing the specific Facility. Decisions by TOWN are final. TOWN will work with FMLA, at FMLA's request, to reschedule games, and league related tournaments whether during Season or for Events impacted by the closure of Facility under this clause.
- D. TOWN will promote FMLA's programs as the TOWN determines in its sole opinion to be appropriate. Such promotion may include providing league registration forms to appropriate Flower Mound schools for distribution, advertisement of Seasons and Events in the utility billing bulletin, posting notices and updates on the TOWN's website and social media platforms, placing information in divisional brochures, issuing press releases, and placing information on FMTV. The TOWN will answer telephone calls and e-mails requesting FMLA information and refer interested parties to FMLA when requested or necessary.
- E. TOWN specifically reserves the right to remove or exclude any person, group or organization from the Facility or Town-owned or operated facilities based on conduct that the TOWN determines, in its sole discretion, to be objectionable or violative of the TOWN's ordinances, policies, rules or regulations and any State or Federal rule, regulation, law or statute.
- F. Town will paint field markings weekly, weather permitting, for regularly scheduled games, league playoffs, and make-up games during the Season.

**XI.**  
**Right to Inspect Records**

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

**XII.**  
**Indemnity**

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

**XIII.**  
**Default**

TOWN reserves the right to terminate this Contract immediately upon breach of any term or provision of this Contract by FMLA; or, if at any time during the term of this Contract, FMLA shall fail to commence the work in accordance with the provisions of this Contract or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Contract or fail to use an adequate number or quality of personnel to complete the work or fail to perform any of its obligations under this Contract, then TOWN shall have the right, if FMLA shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract and complete the work in any manner it deems desirable, including engaging the services of other parties therefore. Any such act by TOWN shall not be deemed a waiver of any other right or remedy of TOWN. The TOWN shall have the right, but not the obligation, to assume FMLA's performance to complete previously scheduled Season or Events. If TOWN assumes the obligation to so perform, FMLA 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 Season or Events specifically including the fees owed or payable to TOWN

and any other fees or costs owed or to be paid to any coaches, referees or other officials in conjunction with said Season or Events as well as any other costs related thereto. FMLA 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 Season or Events upon FMLA's nonperformance under this Contract.

**XIV.**  
**Changes**

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

**XV.**  
**Conflict of Interest**

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

**XVI.**  
**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 FMLA is otherwise notified:

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

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

A.     President:             Brit Stock  
       Address:             3701 Acton Dr.  
                                  Flower Mound, TX 75022  
       Telephone:         214.473.2417

Federal ID#   27-2744981

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.

**XVII.**  
**Successors and Assigns**

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

**XVIII.**  
**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. FMLA 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 FMLA's income. Situs of this Contract is agreed to be Denton County, Texas, for all purposes including performance and execution.

**XIX.**  
**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.

**XX.**  
**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.

**XXI.**  
**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.

**XXII.**  
**Non-Waiver**

It is further agreed that one (1) or more instances of forbearance by TOWN in the exercise of its rights herein shall in no way constitute a waiver thereof. No covenant or condition of this Contract may be waived without consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

**XXIII.**  
**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.

**XXIV.**  
**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.

**XXV.**  
**No Third Party Beneficiary**

For purposes of this Contract, including its intended operation and effect, the parties (TOWN and FMLA) 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 FMLA 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 FMLA.

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

**THE TOWN:**

THE TOWN OF FLOWER MOUND, TEXAS

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

Name: James Childers

Title: Town Manager, Town of Flower Mound

**CONTRACTOR (FMLA):**

FLOWER MOUND LACROSSE ASSOCIATION

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

Name: Brit Stock

Title: President, Flower Mound Lacrosse Association



## PARKS BOARD AGENDA G.3. REGULAR ITEMS

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**DATE:** December 4, 2025

**FROM:** Tyler Leverenz

**ITEM:** **Consider recommending to Planning and Zoning Commission and Town Council Park requirements for Aura Brookview Multi-Family residential development generally located North of Cross Timbers Rd. and West of Hwy 377.**

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**BACKGROUND:** The proposed development has one application in with the Town: a Site Plan (SP25-0018) in order to develop a multi-family residential development. The residential density within the proposed development is 300 multi-family dwelling units to be developed under MF District standards and PD202.

**BOARD REVIEW/CITIZEN FEEDBACK:** NA

**ALTERNATIVES:** The Board may wish to recommend land be dedicated for park use within the proposed development or receive cash in lieu of land.

Park Land Dedication and Park Development Fees:

Park Land Dedication is determined as follows:

- 2.78 acres of land per 100 dwelling unit lots = 0.0278 acres/dwelling unit lot
- 0.0278 acres/dwelling unit lot X 300 dwelling units = 8.34 acres of Park Land Dedication required

Payment of cash in lieu of the otherwise dedicated park land is determined as follows:

- \$221,161.00 per acre is the fair market value of land within the development as determined by the Town and the developer
- \$221,161.00 per acre X 8.34 acres = \$1,844,482.70 payment of cash in lieu of land to satisfy Park Land Dedication

The Park Development Fees are determined as follows:

- \$1,388.00 fee per dwelling unit lot X 300 dwelling unit lots = \$416,400.00 in Park Development Fees

For further details of the Town's Land Development Regulations regarding Park Land Dedication and Park Development Fees, please review The Flower Mound Code of Ordinances; Subpart B - Land Development Regulations; Chapter 90 – Subdivisions; Article VI. – Standards; Division 8. - Parks and Recreational Areas; Sections 90-441 through 90-448.

Link to the Flower Mound Code of Ordinances:

<http://library.municode.com/index.aspx?clientId=13329&statelId=43&stateName=Texas>

**FISCAL IMPACT:** NA

N/A

**LEGAL REVIEW:** NA

**ATTACHMENTS:**

1. Aura Brookview Site Plan

**DRAFT MOTION:** Move to recommend approval to Planning and Zoning Commission and Town Council Park Land Dedication of 8.34 acres of land and Park Development Fees in the amount of \$416,400.00 for the Aura Brookview Multi-Family Residential Development generally located north of Cross Timbers Rd. and west of Hwy 377.

- OR -

Move to recommend approval to Planning and Zoning Commission and Town Council cash, in the amount of \$1,844,482.70, be accepted in lieu of the otherwise required Park Land Dedication, and Park Development Fees in the amount of \$416,400.00 for the Aura Brookview Multi-Family Residential Development generally located north of Cross Timbers Rd. and west of Hwy 377.

- SITE PLAN NOTES**
- ALL RETAINING/DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING OR TO COMPLEMENT THE MATERIALS AND COLORS WITHIN THIS DEVELOPMENT.
  - ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
  - ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW.
  - DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
  - DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT.
  - SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SUBJECT SITE PLANE/ELEVATIONS ARE NOT APPROVED AS A PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS.
  - FLAG POLES MUST COMPLY WITH THE REGULATIONS IN SECTION 86-4 - PROHIBITED SIGNS.
  - ANY LIGHTING DEPICTED ON THE SUBJECT SITE PLANE/ELEVATIONS ARE NOT APPROVED AS A PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS AT THE TIME OF PERMIT REVIEW.

- ENGINEERING NOTES**
- ALL CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THESE PLANS AND THE TOWN OF FLOWER MOUND STANDARDS AND SPECIFICATIONS.
  - ALL DIMENSIONS SHOWN ARE TO THE FACE OF THE CURB UNLESS OTHERWISE NOTED.
  - THE TOWN OF FLOWER MOUND STANDARDS APPLY WHETHER INDICATED ON THESE PLANS OR NOT.
  - ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP NO. 48121C0505G AND 48121C0515G, FOR DENTON COUNTY, TEXAS AND INCORPORATED AREAS, DATED APRIL 18, 2011, THE SUBJECT PROPERTY IS NOT WITHIN AN IDENTIFIED SPECIAL FLOOD HAZARD AREA.

**CURVE TABLE**

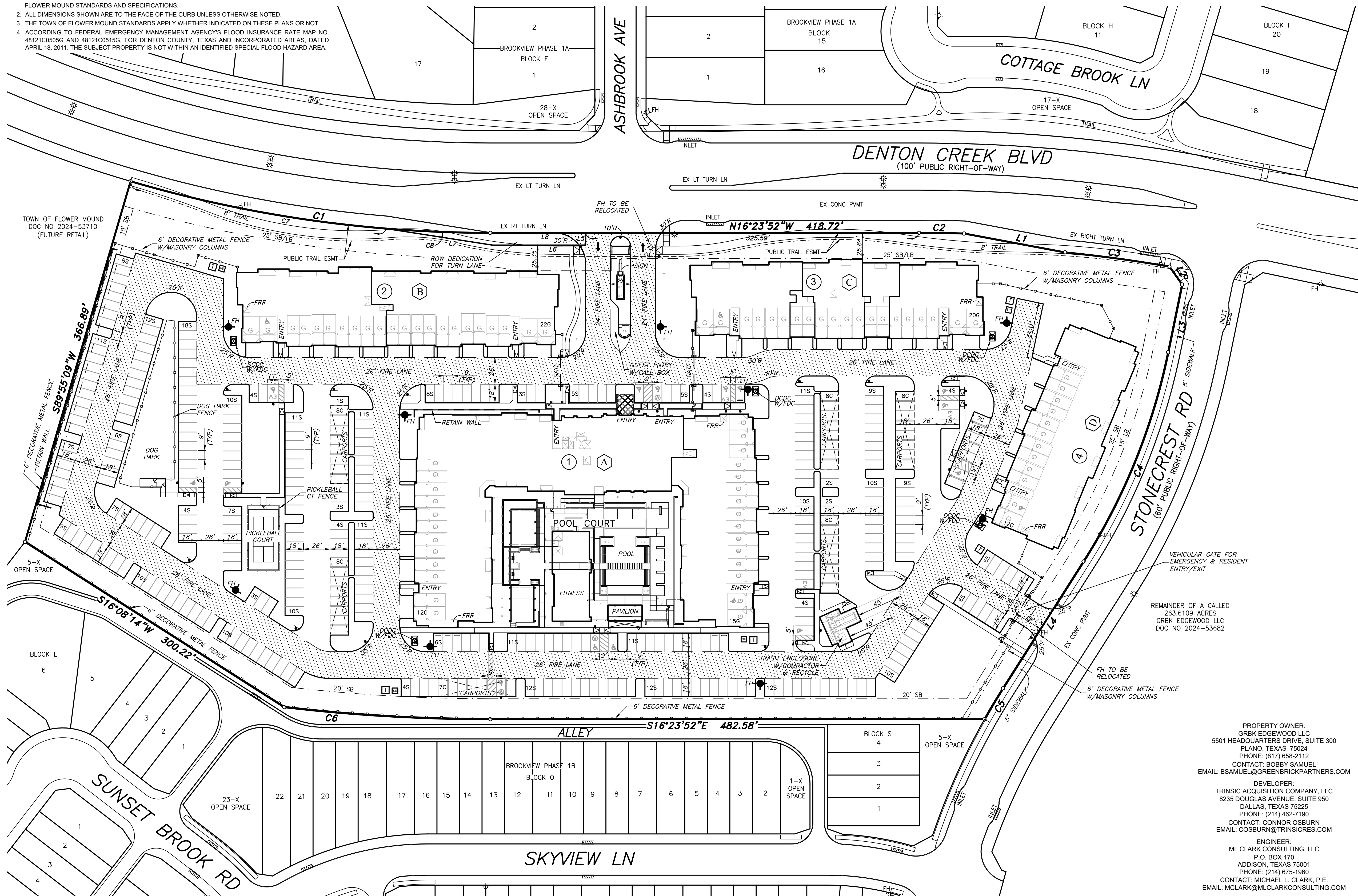
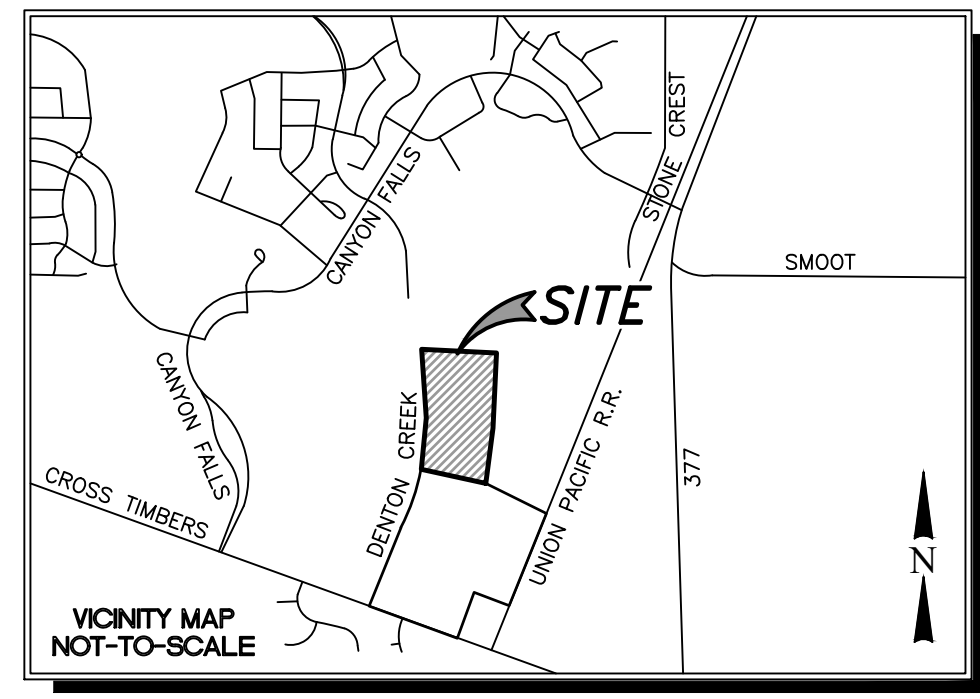
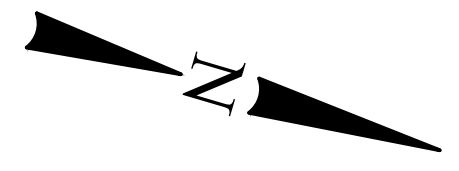
CURVE NUMBER	RADIUS	DELTA	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1250.00'	16°19'01"	355.98'	N08°14'21"W	354.78'
C2	1450.00'	01°44'19"	44.00'	N15°31'43"W	44.00'
C3	1438.00'	04°05'59"	102.89'	N08°39'29"W	102.87'
C4	610.00'	20°48'47"	221.59'	S84°23'08"E	220.37'
C5	670.00'	03°00'10"	35.11'	S75°28'49"E	35.11'
C6	1725.00'	06°41'49"	201.63'	S13°02'57"E	201.51'
C7	1250.00'	11°39'23"	254.30'	N78°20'37"E	253.86'
C8	1250.00'	04°39'39"	101.68'	N14°04'03"E	101.65'

**LINE TABLE**

NO.	BEARING	DISTANCE
L1	N05°48'54"W	100.28'
L2	N38°33'02"E	21.42'
L3	N85°12'29"E	67.52'
L4	S73°58'44"E	146.86'
L5	N73°38'08"E	12.00'
L6	S16°23'52"E	90.81'
L7	S07°34'14"E	105.13'
L8	N16°23'52"W	93.13'

**LEGEND**

- ① BUILDING NUMBER
- Ⓐ BUILDING TYPE
- ▨ FIRE LANE
- ACCESSIBLE PARKING SPACE
- VAN ACCESSIBLE PARKING SPACE
- SB BUILDING SETBACK
- XS NUMBER OF SURFACE PARKING SPACES
- XC NUMBER OF CARPORT PARKING SPACES
- XG NUMBER OF GARAGE PARKING SPACES
- FRR FIRE RISER ROOM
- FH EXIST. FIRE HYDRANT
- FH PROP. FIRE HYDRANT
- EV ELECTRIC VEHICLE CHARGING STATION
- ⓧ PROP. ELECTRIC TRANSFORMER
- ⓧ PROP. ELECTRIC SECONDARY ENCLOSURE
- ⊛ STREET LIGHT
- ⓧ DOUBLE CHECK DETECTOR CHECK (DCDC) VAULT WITH FIRE DEPARTMENT CONNECTION (FDC)



**SITE DATA TABLE**

PHYSICAL ADDRESS		
GROSS SITE AREA	10.7603 AC / 468,720 SF	
RIGHT-OF-WAY DEDICATION	0.0376 AC / 1,638 SF	
NET SITE AREA	10.7227 AC / 467,082 SF	
ZONING	PD-202 MF	
CURRENT USE	VACANT	
LOT COVERAGE DATA		
BUILDING COVERAGE	70.2% / 327,711 SF	
IMPERVIOUS AREA	22.5% / 105,049 SF	
PERVIOUS AREA	29.9% / 139,728 SF	
DWELLING UNITS		
1 - BEDROOM	176 (58.7%)	
2 - BEDROOM	104 (34.7%)	
3 - BEDROOM	20 (6.6%)	
TOTAL	300 (100%)	
PARKING SUMMARY		
	REQUIRED	PROVIDED
SURFACE		353 (8 ACCESSIBLE)
TUCK-UNDER GARAGE		81 (4 ACCESSIBLE)
CARPORT		54 (2 ACCESSIBLE)
TOTAL PARKING	600 (2 SPC/UNIT)	488 (14 ACCESSIBLE)
TOTAL REQUIRED LESS 20%	480 (10 ACCESSIBLE)	
BUILDING DATA		
BUILDING	4 STORY	
PEAK HEIGHT	55' - 0"	
MEAN HEIGHT	47' - 3"	
GROSS AREA		
BUILDING 1	167,520 SF	
BUILDING 2	86,464 SF	
BUILDING 3	78,873 SF	
BUILDING 4	59,821 SF	
FITNESS BUILDING	2,968 SF	
TOTAL	395,646 SF	

Horizontal Scale: 1"=50'

11/19/25

**REVISIONS**

REV NO.	DATE	DESCRIPTION	BY

**ML CLARK CONSULTING, LLC**

**SITE PLAN SP25-0018**

**AURA BROOKVIEW MUTIFAMILY**

**SEC DENTON CREEK BLVD & STONECREST RD**

**LOT 1, BLOCK A, TRG BROOKVIEW ADDITION**

**TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS**

DESIGN BY	DRAWN BY	DATE	NOTES	FILE	SHEET
MLC	HDS	11/19/25	K-H	001-026 SITEPLAN	C3.1

PROPERTY OWNER:  
GRBK EDGEWOOD LLC  
5501 HEADQUARTERS DRIVE, SUITE 300  
PLANO, TEXAS 75024  
PHONE: (817) 658-2112  
CONTACT: BOBBY SAMUEL  
EMAIL: BSAMUEL@GREENBRICKPARTNERS.COM

DEVELOPER:  
TRINISIC ACQUISITION COMPANY, LLC  
8235 DOUGLAS AVENUE, SUITE 950  
DALLAS, TEXAS 75225  
PHONE: (214) 462-7190  
CONTACT: CONNOR OSBURN  
EMAIL: COSBURN@TRINISICRES.COM

ENGINEER:  
ML CLARK CONSULTING, LLC  
P.O. BOX 170  
ADDISON, TEXAS 75001  
PHONE: (214) 675-1960  
CONTACT: MICHAEL L. CLARK, P.E.  
EMAIL: MCLARK@MLCLARKCONSULTING.COM