AGENDA

FLOWER MOUND PARKS, ARTS & LIBRARY SERVICES (PALS) BOARD

SPECIAL MEETING

JANUARY 14, 2016

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

6:30 P.M.

****

AN AGENDA INFORMATION PACKET IS AVAILABLE FOR PUBLIC INSPECTION ONLINE AT WWW.FLOWER-MOUND.COM/AGENDA/AGENDA.PHP

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

A. CALL SPECIAL MEETING TO ORDER

B. INVOCATION

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

"Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."

D. PUBLIC PARTICIPATION

Please fill out an "Appearance Before PALS Board" form in order to address the Board, and turn the form in prior to Public Participation to Administrative Secretary Cordette Brown. Speakers are normally limited to three minutes. Time limits can be adjusted by the Chair to accommodate more or fewer speakers.

The purpose of this item is to allow the public an opportunity to address the PALS Board on issues that are not the subject of a public hearing. Any item requiring a Public Hearing will allow the public to speak at the time that item appears on this agenda as indicated as a "Public Hearing". PALS Board members may not deliberate and may only cite facts or current policy in response to public comments. Issues regarding daily operational or administrative matters should first be dealt with at the administrative level by calling the Parks and Recreation Division at 972.874.6300 during business hours.

E. PRESENTATIONS

- Christmas Parade Awards

F. DIRECTOR'S REPORT

- Update and status report related to Parks and Recreation.

G. CONSENT AGENDA – Consent Items

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

1. Consider approval of minutes from a regular meeting of the PALS Board held on November 5, 2015.

H. REGULAR ITEM

2. Consider approval of a rental request from Jayne Smith and Lisa Leymeister, with the National League of Junior Cotillions, to hold cotillion classes at the Community Activity Center.

3. Consider recommending approval for Town Manager consideration a Youth Lacrosse Contract with the Flower Mound Lacrosse Association from January 15, 2016, through December 31, 2020.

4. Consider recommending approval for Town Council consideration the naming of the park property located on the 22-acre Lee Tract adjacent to Dunham Road.

I. COORDINATION OF CALENDARS AND FUTURE AGENDAS/MEETINGS

- The next regular meeting of the PALS Board is scheduled for February 4, 2016.

J. ADJOURN SPECIAL MEETING

I do hereby certify that the Notice of Meeting was posted on the bulletin board in Town Hall of the Town of Flower Mound, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: January 11, 2016 at 3:15pm at least 72 hours prior to the scheduled time of said meeting.

Cordette Brown

Cordette Brown, Administrative Secretary

The Flower Mound Town Hall and Council Chambers are wheelchair accessible. Requests for accommodations or interpretative services must be made at least 48 hours prior to this meeting by contacting Cordette Brown, Administrative Secretary at (972) 874-6300.

Parks, Arts & Library Services (PALS) Board
AGENDA ITEM NO: 1

DATE: January 14, 2016

FROM: Cordette Brown, Administrative Secretary

ITEM: **Consider approval of minutes from a Regular Meeting and Work Session of the Parks, Arts and Library Services (PALS) Board held on November 5, 2015.**

I. SUMMARY:

The PALS Board held a Regular Meeting and Work Session on November 5, 2015.

II. BACKGROUND INFORMATION:

N/A

III. FISCAL IMPACT:

N/A

IV. LEGAL REVIEW:

N/A

V. ATTACHMENTS:

1. Draft minutes from the November 5, 2015, Regular Meeting and Work Session of the PALS Board.

VI. RECOMMENDED MOTION OR ACTION:

Move to approve the minutes from a Regular Meeting and Work Session of the PALS Board held on November 5, 2015.

THE TOWN OF FLOWER MOUND PARKS, ARTS AND LIBRARY SERVICES (PALS) BOARD REGULAR MEETING AND WORK SESSION HELD ON THE 5TH DAY OF NOVEMBER, 2015, IN THE FLOWER MOUND TOWN HALL, LOCATED AT 2121 CROSS TIMBERS ROAD IN THE TOWN OF FLOWER MOUND, COUNTY OF DENTON, TEXAS AT 6:30 P.M.

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

Gloria Jones	Place 1 – Chair
Debbie Simon	Place 2
Teresa Thomason	Place 3
Denis Toth	Place 4
Warner Watkins	Place 5
Ann Handren	Place 6
Denise Johnson	Place 7 – Vice Chair

The following members of Town Staff were in attendance:

Chuck Jennings	Director of Parks and Recreation
Clayton Litton	Park Superintendent
Kari Biddix	Park Development Manager
John Habern	Parks, Trails & Landscape Specialist
Michael Davenport	CAC Manager
Cordette Brown	Administrative Secretary

The following member of Town Staff was not in attendance:

Gary Sims	Executive Director of Community Services

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

B. INVOCATION

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

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

Board Member Denise Johnson moved to nominate Gloria Jones as Chair of the PALS Board. Board Member Debbie Simon seconds the motion.

NAY: **None**

ABSTAIN: **None**

The motion passed with a vote of 6-0.

Board Member Gloria Jones moved to nominate Denise Johnson as Vice-Chair of the PALS Board. Board Member Teresa Thomason seconds the motion.

NAY: **None**

ABSTAIN: **None**

The motion passed with a vote of 6-0.

E. PUBLIC PARTICIPATION

F. PRESENTATION

An award was presented to Barbara and Kate Morris for being the winners of the Dog Park Naming Competition.

G. DIRECTOR'S REPORT

Chuck Jennings, Director of Parks and Recreation reported the following:

- **Veterans Day Ceremony** will take place at Flower Mound High School from 1 – 3 p.m. on Sunday, November 8. Please come out to honor our nations' veterans. The event will begin with free hot dogs, cake and lemonade. This will be followed by the FMHS ROTC, local boy scouts, cub scouts, and girl scouts who will parade by the grandstands carrying the flag of each branch of the armed forces. The guest speaker this year is Lieutenant Colonel David Green who served over twenty years in the United States Army. He has served three combat tours in Iraq and Afghanistan. He was awarded the Combat Action Badge and the Bronze Star Medal. Lt. Green will also be swearing-in US Navy Officer Candidate Katie Canant (Flower Mound resident, Texas A&M graduate 2015, and FloMo HS graduate 2010). We will also have the Denton County Memorial Wall and some military vehicles onsite.
- **The Veterans Day Relay** will begin at the CAC at 8:30 a.m. on Wednesday, November 11 with 32 runners (20 vets) who will carry the American Flag by each school in Flower Mound, several Town facilities and local businesses. After the relay, please join other Flower Mound residents at the CAC at 5 p.m. to celebrate the daylong event. Get there a little before 5pm to help cheer in the final runner Daniel Miller who is a Retired 30 year Army veteran who received the Silver Star in Operation Desert Storm.
- **Dorothy's Dash** will be held on Saturday, November 14, at the Flower Mound High School. The dash honors former employee Dorothy Walkup who lost her battle with MS a few years ago. There is still time to sign up and we encourage you to run for this great cause.
- **Gingerbread House Decorating** Sunday, December 6, beginning at 2 to 4 p.m. Create holiday memories by joining other families at the CAC for gingerbread house decorating. Recreation staff will provide the gingerbread house, many different decorating materials, and holiday treats. Pre-registration is required.
- **Breakfast with Santa** will be held on Saturday, December 12. The first seating will be 8:00 a.m. to 9:00 a.m. the second seating will begin at 9:30 and ends at 10:30 a.m. Children and their parents will enjoy a magical breakfast with Santa at the CAC! Children will make a wish list, sit on Santa's lap, and create a keepsake

ornament. Don't forget to bring a camera for photos with Santa! Pre-registration is required.

- **Christmas Parade** - Join the Town in celebrating its 26th Annual Christmas Parade! Following the success of last year, the parade will again be held at night, with lighted floats parading down Spinks Road at Lexington, and along Gerault Road to Gerault Park. This year's theme is 'winter wonderland.' The parade will start promptly at 6 p.m. Don't forget to bring canned goods for the food drive as the Summit Club and CCA will pick up cans along the parade route and at Gerault Park. **Tree Lighting Ceremony at Gerault Park - There** will be a tree lighting ceremony with hay rides, a snow hill, choir performances, pictures with Santa Claus, petting zoo, pony rides, ag-ventureland, local vendors, food trucks, activities and more! Dress warmly and bring the family to this fun, FREE event! To register a float in the parade, please download an application. For more information on being a sponsor, vendor, or participating in the parade, please call 972.874.6276.
- **Seniors In Motion** – The SIM program currently has 1,675 members. The Flower Mound Senior Center regularly has 750 – 800 visits per week.
- The SIM program will celebrate Veterans Day with a special lunch and musical performance on Wednesday, November 11.
- On Friday, November 20, the SIM program will celebrate Thanksgiving with the annual Thanksgiving luncheon.
- **Athletics** - Two new scoreboards will be installed at Gerault Park next week (weather permitting) followed by the electrical work.
- **Gym Floor update** – Floor, lights, painting, cleaning will be finished and the Gym will be opened by Monday. Staff will announce the opening of the gym floor on Facebook, Twitter and the Town's website.
- **Adult Basketball** - Registration is being accepted through November 15. Teams are looking forward to playing on the new floor.
- **Fall Adult Leagues** are wrapping up and will be completed the week before Thanksgiving.
- **Town Council Update** – Dog Park Rules will be presented at the next meeting on November 16. Council had feedback and wanted changes to age limits.
- TC approved the CMR contract to start construction on Twin Coves Park. The contractor should be onsite in late November or early December. Project will take approximately a year to construct.
- **Dog Park** - Working with a local business and hope to outfit the dog park with dog agility stations.

Kari Biddix, Parks, Park Development Manager gave the following construction update:

- **Twin Coves Master Plan** – Bid Opening took place on September 14th.
- Construction is anticipated to begin in November.
- The Town received a Texas Parks and Wildlife matching Grant in the amount of $400,000. Anticipated opening is Fall of 2016.

- **Heritage Park Master Plan** – Phase 2 construction award goes to Council on November 16.
- **Dog Park** – Bridge is set, boulders were placed this week so the remainder of trails can be poured and irrigation installation can begin. This will be followed by soil amendment, grading and placing of sod.
- **Rheudasil Park Master Plan** – The design professional services agreement with Garver will go to Town Council on December 7, 2015.
- **Park and Trail Amenities** – The Blue Bonnet trail is now being worked on. Last week a meeting took place with the contractor who will be pouring the pads and he will be presenting a quote.
- **Individual Park Improvements** – Most have already been completed.

H. CONSENT AGENDA

1. Consider approval of minutes from a special meeting of the Parks, Arts and Library Services Board and Joint Work Session of the Parks, Arts and Library Services Board and Animal Services Board held on October 8, 2015.

Board Deliberation

Board member Teresa Thomason move to approve the minutes from a special meeting of the Parks, Arts and Library Services Board and Joint Work Session of the Parks, Arts and Library Services Board and Animal Services Board held on October 8, 2015. Board member Debbie Simon seconds the motion.

VOTE ON THE MOTION

AYES: Handren, Watkins, Toth, Thomason, Simon

NAYS: None

ABSTAIN: Denise Johnson

I. REGULAR ITEMS

2. Consider and recommend approval for Town Manager consideration a hold harmless agreement between the Town and United Parcel Service to utilize a portion of the Glenwick Park parking lot from November 15, 2015 to January 15, 2016.

Staff Presentation

Chuck Jennings, Director of Parks and Recreation

UPS

Chris Crebecek, Driver Helper Coordinator, Grapevine Center

Board Deliberation

Board member Teresa Thomason moved to approve for Town Manager consideration a hold harmless agreement between the Town and United Parcel Service to utilize a portion of the Glenwick Park parking lot from November 15, 2015 to January 15, 2016. Board member Denise Johnson seconds the motion.

VOTE ON THE MOTION

AYES: Thomason, Watkins, Johnson, Jones

NAYS: Simon, Toth, Handren

3. **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.**

   Staff Presentation

   Michael Davenport, CAC Manager

   Board Deliberation

Board member Debbie Simon move to approve 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. Board member Warner Watkins seconds the motion.

VOTE ON THE MOTION

AYES: Johnson, Handren, Watkins, Toth, Thomason, Simon

NAYS:

4. **Consider recommending approval for Town Council consideration the sale and consumption of alcoholic beverages (beer and wine) at Bakersfield Park during the 2016 Independence Fest.**

   Staff Presentation

   Chuck Jennings, Director of Parks and Recreation

   Board Deliberation

Board member Denise Johnson move to approve for Town Council consideration the sale and consumption of alcoholic beverages (Beer and wine) at Bakersfield Park during the 2015 Independence Fest. Board member Teresa Thomason seconds the motion.

VOTE ON THE MOTION

AYES: Simon, Thomason, Toth, Watkins, Handren, Johnson

NAYS:

J. CALL WORK SESSION TO ORDER

K. WORK SESSION ITEM

5. Review and discuss appointment of a PALS Board Committee whose charge is to make a recommendation regarding a name for park property located on the 22-acre Lee Tract adjacent to Dunham Road.

The following board members were selected to make up the Committee: Gloria Jones, Teresa Thomason and Debbie Simon. Denis Toth was named as an alternate should one of the members becomes unable to fulfill their assignment.

L. ADJOURN WORK SESSION

M. RECONVENE REGULAR MEETING

N. COORDINATION OF CALENDARS AND FUTURE AGENDAS/MEETINGS

The next regular meeting of the PALS Board is scheduled for December 3, 2015.

O. ADJOURNMENT

Board Member Teresa Thomason made a motion to adjourn the meeting. Board member Ann Handren seconds the motion.

Board Chair Gloria Jones adjourned the Regular Meeting at 7:36 p.m.

TOWN OF FLOWER MOUND, TEXAS

Gloria Jones, CHAIRPERSON

ATTEST:

Cordette Brown, ADMINISTRATIVE SECRETARY

PARKS, ARTS & LIBRARY SERVICES (PALS) BOARD MEETING AGENDA ITEM NO: 2

DATE: January 14, 2016

FROM: Mike Davenport, CAC Manager

ITEM: **Consider approval of a rental request from Jayne Smith and Lisa Leymeister, with the National League of Junior Cotillions, to hold cotillion classes at the Community Activity Center.**

Background Information: The CAC is a revenue generating facility. The facility is designed with the ability to rent out classroom space to local organizations to assist the Town in reaching its revenue goals. The workshops would occur on a space available basis and would not interfere or affect current classes or programs. Payment of fees owed to the Town will be covered through the CAC rental policy and permit process.

The National League of Junior Cotillions is a national organization based out of Charlotte, North Carolina. The organization provides training to middle school students in social skills, formal etiquette and basic ballroom dance. Our mission is to teach young students to learn to treat others with honor, dignity, and respect for better relationships with family and friends.

The local chapter offers five, one and a half-hour classes that meet once a month from September thru January. The yearly fee for participation in this program is $325 - $375. Classes will include equal numbers of boys and girls in grades 6-8. Class size is limited and students are enrolled on a first come, first served basis.

A Certificate of Liability Insurance from the National League of Junior Cotillions, listing the Town as additional insured, will be required if the PALS Board approves this request.

FISCAL IMPACT: $3,125.00 in revenue to the Town annually

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

ATTACHMENTS:
1. Email request from the Flower Mound Jr. Cotillion

RECOMMENDATION: Move to approve a rental request from Jayne Smith and Lisa Leymeister, with the National League of Junior Cotillions, to hold cotillion classes at the Community Activity Center.

From: Michael Davenport
To: Chuck Jennings
Subject: FW: Jr. Cotillion Room Rental
Date: Wednesday, January 06, 2016 3:22:30 PM

FYI

From: Lisa Leymeister [mailto:lisagleymeister@gmail.com]
Sent: Wednesday, January 06, 2016 2:30 PM
To: Kati Mize; Michael Davenport
Cc: Jayne Smith
Subject: Jr. Cotillion Room Rental

Michael and Kati,

As per your request, we are writing to request the use of the CAC facility again next year for our Flower Mound Jr. Cotillion students.

The National League of Junior Cotillions is a national organization based out of Charlotte, North Carolina. We provide training to middle school students in social skills, formal etiquette and basic ballroom dance. Our mission is to teach young students to learn to treat others with honor, dignity, and respect for better relationships with family and friends.

Our classes include equal numbers of boys and girls in grades 6-8. We are open to all students that wish to join. Our class size is limited and students are enrolled on a first come first served basis.

We offer five 1 1/2 hour classes that meet once a month from September thru January. We also provide our Year II students a formal instructional dinner at the Marriott Courtyard & Townplace Suites. The final event of the year is a Black Tie Ball at the Texas Motor Speedway. The yearly fee for participation in this program is $325 - $375.

Last year, our Flower Mound parents requested we move our classes to the city of Flower Mound and were thrilled when we were able to rent the CAC.

We have thoroughly enjoyed working with the staff and would like to continue our association for 2016. The rooms were rented for $600 per day which is in line with our other facility rentals in Southlake and Lantana.

We have provided the CAC with proof of insurance which they have already received for 2016.

Thank you for this opportunity to work with the CAC and the youth of Flower Mound.

Regards,

Lisa Leymeister, Director Jr. Cotillion
Jayne Smith, Director Jr. Cotillion

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https://www.facebook.com/NLJCFlowerMound.Southlake.CastleHills

PARKS, ARTS & LIBRARY SERVICES (PALS) BOARD MEETING
AGENDA ITEM NO: 3

DATE: January 14, 2016

FROM: Mark Long, Athletics Supervisor

ITEM: **Consider recommending approval for Town Manager consideration a Youth Lacrosse Contract with the Flower Mound Lacrosse Association from January 15, 2016, through December 31, 2020.**

Background Information: As prescribed by the Youth Sports Task Force, the Town developed a Request For Proposal (RFP) seeking interested parties to provide the services of youth lacrosse leagues for the Town. The RFP process was recommended by the task force when an agreement expired. On November 17, 2015, the Town began advertising the RFP and continued to accept proposals from interested parties until November 24, 2015. The RFP was posted on the ionWave Technologies e-procurement system, the Town's web site, as well as the Parks and Recreation and Community Activity Center web pages. Staff notified current provider Flower Mound Lacrosse Association (FMLA) of the RFP process and invited them to submit a proposal. As of the deadline on November 24, 2015, the Town had received one proposal from the FMLA.

Parks and Recreation staff met on Wednesday, December 16, 2015, to review the proposal received. After reviewing the proposal, staff determined that the best course of action was to continue with the FMLA as the provider of youth lacrosse. The FMLA has been serving the youth lacrosse community for the Town since 2010. The FMLA provides opportunities for multiple levels of youth lacrosse within our community. The focus of the program is to offer recreational leagues in lacrosse, while at the same time offering a competitive component to individuals who desire a higher level of play. Currently, the FMLA offers lacrosse for youth in first grade through high school. On average the FMLA registers 300-350 participants in the spring lacrosse league.

The proposed agreement with the FMLA outlines the use of Town facilities. The term of the agreement will be five (5) years, beginning on or about January 15, 2016, through December 31, 2020. The proposed agreement language is similar to the current agreement and reflects the findings and recommendations of the Youth Sports Task Force approved by the Town Council on March 1, 2004. To date, the FMLA has complied with the parameters set forth in the current agreement that was approved by the Town Manager in November of 2010. The agreement can be terminated with or without cause by either party by giving 30 days written notice to the other party.

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

FISCAL IMPACT: $2,500.00 in revenue to the Town annually

LEGAL REVIEW: The youth basketball and volleyball contract was reviewed as to form and legality by Dean Roggia of Taylor, Olson, Adkins, Sralla, Elam, LLP on July 23, 2015. Staff is using the suggested revisions when drafting the lacrosse contract as the template is the same.

ATTACHMENTS:
1. Contractual Services Agreement
2. Proposal from the Flower Mound Lacrosse Association

RECOMMENDATION: Move to approve for Town Manager consideration a Youth Lacrosse contract with the Flower Mound Lacrosse Association from January 15, 2016, through December 31, 2020.

YOUTH LACROSSE CONTRACT
WITH
FLOWER MOUND LACROSSE ASSOCIATION

THIS CONTRACT is entered into on this ______ day of _______________, 2016, 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.
<u>Scope of Services</u>

The Services shall be offered each year of the Contract between the months of January and May (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, league related 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.
<u>Term</u>

The term of this Contract shall be for a period of five (5) years beginning on January 1, 2016 and ending on December 31, 2020.

III.
<u>Termination</u>

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 lacrosse fields, (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 Executive Director of Community Services, or his designee, of such damage and make arrangements for the prompt repair of such Facility. FMLA shall also notify the TOWN’s Executive Director of Community Services, 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, Arts and Library Services (PALS) 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 PALS 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.

6. Anticipated number of participants and number of teams formed for the Season and each Event;

7. 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,

8. 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.
<u>Insurance</u>

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. <u>Workers' Compensation, as required by law</u>, 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. <u>Commercial General Liability Insurance</u> 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. <u>Automobile Liability Insurance</u>, 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.
<u>TOWN's Responsibilities</u>

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, advertisement of Season and Events in the utility billing bulletin, posting notices and updates on the TOWN's website, 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: Lee Ianiero
Address: 2704 Meadow Glen
Flower Mound, TX 75022

B. Vice President: Rob McGee
Address: 1397 Oak Hill Circle
Lewisville, TX 75067

Telephone: 214-335-3101
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: ____________________

Title: Town Manager, Town of Flower Mound

State of Texas §
§
County of Denton §

This instrument was acknowledged before me on the _____ day of _____ 2016, by _________________, Town Manager of the Town of Flower Mound, Texas, on behalf of the Town of Flower Mound, Texas.

____

Notary Public, State of Texas

My Commission Expires:

CONTRACTOR (FMLA):

FLOWER MOUND LACROSSE ASSOCIATION

By:____

Name: ____________________

Title: President, Flower Mound Lacrosse Association

State of Texas §
§
County of Denton §

This instrument was acknowledged before me on the _____ day of _____ 2016, by _________________, Town Manager of the Town of Flower Mound, Texas, on behalf of the Town of Flower Mound, Texas.

____

Notary Public, State of Texas

My Commission Expires:

Flower Mound Lacrosse Association
Response for Proposal

Proposal No:	**2016-14**
Proposal Title:	**RFP for Youth Lacrosse League Provider**

Section 1: Flower Mound Lacrosse Association

Lee Ianiero
President
2704 Meadow Glen Dr.
Flower Mound, Texas 75022
214-335-3101
lianiero@msn.com

Rob McGee
Vice President
1397 Oak Hill Circle
Lewisville, Texas 75067
972-998-0378
Mcgee8746@yahoo.com

Section 2: Organizational Structure and League Overview

A. Organizational Leadership

Lee Ianiero – President
Rob McGee – Vice President
Kendall Witt – Treasurer
Scott Zellen – Secretary
Roel Aguilar – Fundraising and Sponsorship
Jerry Hoagland – Field Operations/Equipment
Joe Leonard – Communications
Steve Zarcone – Recruiting and Operations

The board creates and periodically updates a strategic plan to carry out the organizations goals. The board creates an implementation plan based on these strategies. When updating the strategic plan, the board will use various historical data to determine what elements of the plan work well for the organization and adjust the components that are not working well.
The Board members have a fiduciary responsibility to ensure the organization follows the legal and ethical standards for business. Strong integrity and sound business practices will enhance the public image of the organization and work to further our cause. To properly carry out their roles and responsibilities, all board members and must commit to a high level of involvement in the organizations daily operations.

B. League Format and Season Overview

- Lacrosse is primarily a spring sport; however, FMLA does have year around activities for those interested.

- Spring: Games go from February through late April. Teams play 10 - 14 games against other programs in the DFW area.
- Summer: Local tournaments in the late May and early June. In 2015, FMLA plans on traveling outside of Texas to expose our players to a higher level of lacrosse.
- Fall: Running from early September - mid November, the fall season primarily consists of practice and tournaments in the DFW area. High School players may travel within Texas to area tournaments.

- Players are placed on teams based on grade levels:
  - Boys: 1st/2nd Grade, 3rd/4th Grade, 5th/6th Grade, 7th/8th Grade, and High School (Varsity & Junior Varsity)
  - Girls: 3rd/4th Grade, 5th/6th Grade, 7th/8th Grade, and High School (Varsity & Junior Varsity)
- Because lacrosse is a relatively new sport in Texas, we always have new players starting each season. Don't let being 'new' to lacrosse stop your child from playing. Simply sign up and your child will be placed on an appropriate team.
- Typically, youth practices are held a couple of times per week and last about an hour (new beginning Fall 2013). The older the player, the more frequent and longer the practices become. High school players can practice as many as 4 - 5 times per week with practices lasting up to two (2) hours each.
- Practice days depend a lot on the Head Coach's schedule. In the fall, a lot of practices are conducted on Saturdays and Sundays due to lack of daylight after 5:00 PM. High School and Championship level teams do practice in the evening and under lighted fields - when available.
- Team formation: Typically tryouts are held at the High School and 5th/6th Grade, 7th/8th Grade to place those players at a higher skill level on more competitive teams.

Fall Registration: July 25 – August 25

Spring Registration: November 1 – November 30

All Registration is completed on line at www.flowermoundlacrosse.org

At the time of registration all players, coaches and parents sign a Code of Conduct form. (Attached)

Grievance Policy:
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.

C. Staffing:

Referees for all games are provided by the South West Officials Lacrosse Association (SWOLA) Score Keepers are provided by the home team. In addition each team will provide a table official for penalty time keeping.

Each Member Team shall have at least one person designated as a Site Administrator (for both home and away games). Site Administrators must wear the Site Administrator badge at home and away games and introduce themselves to the other Team's site administrator. The home Team Site Administrator shall be the governing Site Administrator. The function of this role is to address any crowd control, security and/or medical issues. The Site Administrator should be familiar with and know how to implement any emergency plan or procedures that may be required or set by their school or Member School Program. This person is also the contact for any last minute or emergency issues concerning the game itself. This person should carry a mobile phone at the field so that they can make or receive any emergency contacts. The Home Team Site Administrator and Away Team Site Administrator must greet the referees as they arrive to the field as discuss any issues, and check in with the table 10 minutes prior to game. The Home Site Administrator or designated security is responsible for escorting officials off the field at the end of the game.

League Format:
Boys: 1st Grade – 8th Grade

Governed by the DFW Lacrosse League

During the DFWL Spring season(s) through and including the date(s) of end of season Championship, and league games, no DFWL Member Team shall play, including scrimmages, a non DFWL team without the prior written consent of the DFWL Board. Violators of this rule

may be subject to sanctions, to include, but not limited to, game forfeiture, ineligibility for Playoffs and Championships, and coach and/or Team probation or suspension. Exceptions to this policy include:
1) DFWL teams may play teams from out of town (greater than 75 miles from home field) by either hosting, or traveling to these teams.
2) DFWL teams that are associated with SPC/Parochial schools, may play other teams that are associated with SPC/Parochial schools (examples include ESD, St. Mark's, Greenhill, Prestonwood Christian, Parish, and common Jesuit feeder schools that make up the Deuces)
Notes related to this policy:
1) Games that take place with non-DFWL members would not count as part of the DFWL season games
2) All DFWL member teams must play a minimum number of games against DFWL teams in order to be considered for post season play (Playoffs/Championship, or Bantam Jamboree).
Games: Youth boys typically play 10 league games followed by a playoff and championship.

Girls: 3rd Grade – 8th Grade

The TGYLL is the governing body for girl's lacrosse teams at the youth level in North Texas. The league is currently comprised of approximately 20 girls programs. The league includes community programs and private schools.
The primary mission of the TGYLL is to grow the sport and maintain the integrity of the league, providing a level playing field on which teams can experience the game of girl's lacrosse. The foundation of the league is its by-laws, which establish rules for team and player eligibility, while striving to provide opportunities for all girls who would like to play lacrosse in North Texas.

Boys: JV and Varsity
Governed by the Texas High School Lacrosse League

The Texas High School Lacrosse League (THSLL) (the "League") is the governing body and membership association for boys' lacrosse (THSLL Member School Programs) at the high school level in Texas.

The high school level is defined as grades nine through twelve. THSLL Guiding Principles

• Creating a structured environment in which student athletes, coaches, administrators, and parents benefit from membership in an organization that facilitates the growth and rewards of playing lacrosse.

• Promoting and protecting the health of participating student athletes by establishing uniform rules of play and cultivating the ideals of good sportsmanship, loyalty, and fair play.
• Working in harmony with the interscholastic governing bodies of THSLL Member School Programs, and other concerned Texas constituencies.
• Establishing and maintaining a process for continuous improvement of the League, by working with THSLL Member School Programs, and other concerned Texas constituencies.

• Building school based boy's lacrosse Teams in Texas (all players on a Team attend the same source high school, and ideally lacrosse is recognized as a school sport by the athletic director, and if a public high school recognized as a school sport by the independent school district.) THSLL Member Teams Member Teams consist of Varsity and Junior Varsity Teams. The League is divided into Districts and Divisions.

Girls JV and Varsity:

The Texas Girls High School Lacrosse League (TGHSLL, Inc, aka The League) is the governing body for girls' lacrosse teams at the high school level in Texas and Louisiana. The high school level is defined as grades nine through twelve. The league is comprised of volunteers throughout the region. The League is divided into three districts: The North District covers the Dallas, Fort Worth, and Shreveport LA areas. The Central District covers the Austin and San Antonio areas. The South District covers Houston and surrounding area. Each District has programs with teams consisting of Varsity (Divided into DI & DII for play-offs by District choice) and JV (Junior Varsity) squads. JV is designed for new players learning the game. First year teams will generally compete at the JV level for one year, but a first year team may compete at the Varsity level in its first year at the District's discretion. The TGHSLL Championship Weekend is held each year for both the DI and DII levels. The hosting venue for the DI & DII Championship Weekend is rotated from district to district every season. Each district first crowns their DI & DII Champions and runner-ups through district playoffs. These District DI & DII Champions and runner-ups are combined to play in the DI & DII Championship Weekend. The final six teams are ranked and play a single elimination tournament during the DI & DII Championship Weekend and crown a DI & DII Champion. An All-Star game will also be played during the Championship Weekend. These teams are comprised of the best players from around the league. The coaches help select All-Star players before each district's championships. The chosen players are invited to play during the Championship Weekend.

D. Coaches:

A background check is conducted on all FMLA coaches annually by NCSI (National Center for Safety Initiatives)

Coaches Training:

U.S. Lacrosse provides Level I, Level II and Level III coaching for all coaches. Included in this training is a Coarse and Certification through PCA (Positive Coaching Alliance)

E. Rules for League and Tournament Play:

High School Rules are governed by THSLL and TGHSLL and can be found on their web sites. www.thsll.org/rules

https://www.eteamz.com/texasgirlshighschoollacrosseleague/handouts

Youth Rules are governed by DFWL and can be found on their web site. www.dfwlacrosse.com

www.tgyll.org

F. FMLA bylaws – See Attached.

G. Mission Statement:

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

H. Other Information:

Student Code:

It should be noted that the LISD Extracurricular Student Code of Conduct regarding use of Alcohol, Drugs, Tobacco, and Hazing will be followed. Any activity or conduct that the Coach and Board deems harmful or detrimental to the reputation of the program can be subject to disciplinary action under the LISD Extracurricular Code of Conduct.

Safety:

Each season a weather safety plan is put together as part of the rules set forth by Texas High School Lacrosse. FMLA insures that all coaches' youth through high school are made aware of the policy and procedures in case of bad weather and sirens. In addition this plan has locations of nearest land lines, AED's and directions for emergency personnel for all fields we use.

A certified athletic trainer is on site for all boys and girls high school games.

It is a policy of FMLA that all players 8th grade and above go through Concussion Protocol testing prior to the season.

Section 3: Program Fees

- **Fees**

Boys High School	$950
Girls High School	$650
Youth (5th/6th - 7th/8th)	$375
Youth Bantam (1st/2nd - 3rd/4th)	$250

FMLA understands that our community, families, households and individuals may suffer financial difficulty from time to time. Financial hardship can present challenges to meeting primary needs, much less discretionary activities. FMLA acknowledges the role of youth sports in the personal, physical and emotional development of a youth or high school teenager. It is the philosophy of FMLA that no player should be turned away from recreational sports activities due to cost or affordability. As a fiduciary, FMLA manages the expenses of the association to deliver a quality program at a reasonable cost. Although we manage the program such that the collective program fees meet the expenses and capital needs of the association, FMLA will consider various forms of payment arrangements to ensure that all children can participate.

- **Participation Numbers (Based Off of Spring 2015)**

Boys High School	65
Girls High School	44
Boys 7th/8th	40
Boys 5th/6th	42
Boys 3rd/4th	36
Boys 1st/2nd	12
Girls 7th/8th	26
Girls 5th/6th	24
Girls 3rd/4th	18
Program Total	307

Each fall and Spring FMLA provides a free beginner's clinic to all boys and girls who have an interest in playing lacrosse.

Occasionally FMLA will hold a Summer (August) and Winter (December) camp for any and all players in order to sharpen their skills. Typically the cost of attendance for one of these camps is $100.

Section 4: Prior Experience

Flower Mound Lacrosse Association has been the official Lacrosse provider in the town of Flower Mound the past five years. During this time we have seen tremendous growth in our participation numbers. In our inaugural season we had the boys youth teams made up of approximately 35 kids. Since our inception we have added a girls program and continue to grow in our participation numbers year over year.

We have partnered with the town in the funding of two scoreboards for Gerault Park fields. We look forward to working with the town on other areas that will help grow the game of lacrosse in our town.

Attachments:

FMLA bylaws
Insurance Certificate
FMLA Code of Conduct

DFW LACROSSE
BOY'S YOUTH LACROSSE
2015 RULES WAIVERS
REVISED ON 1/18/2015

The 2015/2016 NCAA Lacrosse Rulebook and the 2015 Texas High School Lacrosse League Rules and Waivers will be used unless a specific modification is listed on this sheet. Parentheses indicate the section of the NCAA Rulebook which pertains to the modification. These rules exist to promote the appropriate development of the game/players at the youth level.

SITE ADMINISTRATOR ~The home team will provide a Game Site Administrator. The Game Site Administrator will present themselves to the referee prior to the opening face-off. The Game Site Administrator will be responsible in-part for the administration of the Sportsmanship Card and insuring that the program policies are adhered to by all participants.

PLAYING FIELD (1-2) ~ Play on regulation size field is preferred. However, both Head Coaches may agree to play on any size field available. **GOALS & NETS (1-3 & 1-5)** ~ the goals & nets at game sites shall be legal as they are. The NCAA rules as to the color, size and type of pipe shall not apply. However, the home team should make every effort to comply with the NCAA rules & specifications.

TABLE AREA, TEAM BENCHES (1-10) ~ Only players serving penalty time, players ready to substitute on the fly, and official scorers and timers are allowed in the special substitution area. The home team may have three adults in this area: One to keep score, one to work the game clock and one to track penalty time. The Visiting team is permitted a maximum of two people in the table area. If the Home team cannot provide enough adults, the visiting team will be expected to perform these tasks.

COACHING BOX, TEAM BENCH AREA (1-11) ~ A maximum of 3 coaches/assistants /trainers per team in the bench area or coaching box.

LIMIT LINES, SPECTATOR & MEDIA RESTRICTIONS (1-14) ~ Limit lines are not required, however, spectators and media are not allowed behind the end lines or immediately behind the benches or table areas. Spectators attending will watch games from the opposite side of the field from coaches and players. Site Administrators are responsible for enforcing this rule and should remind coaches and spectators to comply. Any violation of this rule will result in a delay of game penalty being called. Exception: If field constraints require that spectators be on the same side of the field as the bench area they should remain a reasonable distance from the bench area and refrain from coaching their children.

THE BALL (1-16)~ A minimum of 4 balls shall be available at each endline and where field restrictions dictate sideline balls may be kept in a bag at the table.

Note: if neither team can supply NOCSAE legal balls the game will not be played.

CROSSE DIMENSIONS (1-17)~The crosse will conform to NCAA length, and pocket depth however the head does not have to comply with current the current NCAA rule. Officials may perform stick checks at their discretion.

PERSONAL EQUIPMENT (1-21) ~ Home teams are responsible for contrasting jersey colors and will wear pinneys, if needed. Shorts, underjersies, compression shorts and sweat pants may vary in color but underjersies must be tucked in if extending below the waist.*(Exception: If the underjersey is an integral part of the uniform or team name or logo is displayed the jersey may remain untucked.)* Gloves may vary in color. Worn out or cut out gloves are not permitted the top side of fingers must be protected, fingers must remain in the gloves. Gloves deemed unsafe will be removed from play but no penalty assessed. Baseball shoes (metal / hard plastic cleats) and hockey helmets are not permitted. Cups and rib pads are recommended and goalies can wear arm pads and shin guards as long as they are not oversized. Mouth guards must be properly used.

TIMEKEEPER (2-11) ~ The Home team will provide the timekeeper. If the Home team cannot provide a timekeeper the visiting team will do so. At all game sites, the Official shall end each period with a sounding of a whistle, whether or not the field is equipped with a visible game clock and a loud automatic horn.

SHOT CLOCK OPERATOR (2-12)~Not required

LENGTH OF GAME (3-1) ~The regulation playing time of a game shall be 40 minutes, divided into 4 periods of 10 minutes each with a 5 minute half time. Exception: If weather or waning light warrants an abbreviated playing time both head coaches must agree to the time, whether it be a reduced stop clock or a running clock.

SUDDEN-VICTORY OVERTIME (3-4) ~ In the event of a tie at the end of at the end of regulation, a single 4 minute sudden-victory overtime period will be played for regular season games. One time-out per team will be allowed in OT. Playoff games will include as many sudden-victory overtime periods as necessary to determine a winner. One time-out for each team will be granted for each OT period.

PLAY OF THE GAME (4) ~The game is to be played with emphasis on the proper development of stick, team, and sportsmanship skills.

FACING OFF (4-3) **Advantage Rule** At any time during the game there is a 5 goal difference the trailing team will be awarded the ball at midfield. Coaches have the option to waive this and continue to face-off. If the free clear option is chosen each quarter will start with a face-off unless the quarter ends with a flag down.

ONE PASS RULE (4-5) ~ Teams with a five-goal lead are required to complete one pass through to "X" while in their offensive half of the field, before attempting a shot on goal. X is defined as the area directly behind the goal. Requirement is reset with change of possession, or there is a whistle.

Note: the ball may be either passed or run through X

The 1-Pass and Advantage rule may be waived at any level. If waived coaches are encouraged to play within the spirit of the game.

The Advantage and 1 Pass Rule will not be implemented during play-offs

RULES ONCE THE ATTACK AREA IS GAINED

BODY CHECKING (4-17) ~ "Limited" Body checking is permitted. However, members agreed that "take-out" checks would not be taught or tolerated on the field of play. "No Tolerance", Take-out checks, as defined as follows:

1) Definition: A Take-out check is when the player lowers his head or shoulder with the force and intent to take out (*put on the ground) the other player.

2.) Any body check considered more aggressive or more physical than necessary to stop the advancement of a player with possession or to keep or move a player away from a loose ball. This includes but is not limited to; any check where a player makes contact with sufficient force and intent to knock down or injure an opposing player or any check made in a reckless or intimidating manner.

3.) Any take-out check will be penalized as "unnecessary roughness". The offending player will serve a 2 or 3 minute, non-releasable penalty. An excessively violent violation of this rule may result in an ejection.

OFFICIAL TIMEOUTS (4-26) ~ Officials are required to suspend play immediately when they see a player is injured and that player is not re-entering the game. The Player's coach should tend to the player and remove him from the field of play as soon as possible. Whether or not a player is in the scrimmage area is not important. Our first priority is safety. The injured player must leave the field until the next dead ball situation.

SLASHING (5-7) ~ All stick checks must be two handed. A slash does not have to make contact to be a penalty if, in the judgment of the official, the player did not exhibit control. This is a developmental league for many of our players and these are good habits to reinforce.

A slash to the head shall be a non-releasable penalty.

UNSPORTSMANLIKE CONDUCT (5-4) ~ No player, substitute, non-playing member of a squad, coach, parent or anyone officially connected with a competing team shall: Use threatening, profane or obscene language or gestures at any time during the game. Non-compliance of this rule will result in a one-minute, non-releasable penalty.

Note:

CONDUCT---(POLICY)

Inappropriate conduct by a team official, player, coach or spectator has cannot be tolerated. This conduct must be dealt with immediately and if possible adhere to the following sequence(spitting,cursing or touching enables an official to bypass the sequence):

Verbal warning

Technical Foul

Personal Foul

Note:

Games are played under the auspices of the US Lacrosse Sportsmanship Card which prohibits poor fan, coach or player behavior and authorizes the officials to cancel the game if the behavior continues.

ILLEGAL PROCEDURE (6-6) ~ A field player may not assume the position of goalie (without the proper goalie equipment). This is a safety issue, no slow whistle, play will be stopped immediately and a technical foul awarded.

STALLING (6-11) ~ It shall be the responsibility of the team in possession to attack the goal.

A. A team in possession of the ball in its offensive half of the field will be required to "get it in (10 second count)/keep it in" the attack area if:

1. At any time during the course of the game, if in the judgment of the officials, that team is keeping the ball from play by not attacking the goal.

Exception: If the offensive team has the ball in the attack area and the defensive team is not playing the ball. The defensive team must attempt to play the ball within the attack area in order for a stalling warning to be issued against the offensive team. This exception does not apply outside the attack area, but the offensive team's responsibility to attack the goal remains.

2. Automatically, in the last two minutes of the fourth quarter if the team in possession is leading. When a team is warned for stalling in the attack area, a "keep it in" warning will be administered.

Note: If the score is tied, neither team is required to keep the ball in the attack area, unless warned to keep it in. (See item No. 1 above.)

B. Once a stalling warning has been issued it will remain in effect until:

1. The defensive team gains possession;
2. A goal is scored by the offensive team;
3. 3. The period ends, resulting in a faceoff; or

4. 4. The offensive team causes the ball to go outside the attack goal area and touches the ball before the defensive team gains possession. In this case a stalling violation is called, and the defensive team is awarded the ball.

   Note: A team in possession of the ball in the attack goal area, after it has been warned to "keep it in," cannot be penalized for stalling unless it causes the ball to go outside the attack goal area.

C. Once a warning has been issued, a stalling violation will be called if the ball comes out of the attack goal area in any manner, except for the following:

1. A shot by the offensive team; or
2. A loose ball leaves the attack area after last being touched (or deflected) by the defensive team.

A 10-second count starts when the offensive team regains possession. The stalling warning remains in effect.

PENALTY ENFORCEMENT(7-1)~Fouls by the goalie will be served by the In Home.
Exception: The goalie will serve unsportsmanlike conduct violations.
Note: replacement goalie will be given a two minute warmup period.

FLOWER MOUND LACROSSE ASSOCIATION

CODES OF CONDUCT

Dear FMLA Parents, Players and Coaches,

Our goal is to set and maintain high standards of sportsmanship, ethics and integrity throughout the FMLA program. It is our responsibility to provide the discretion and constant vigilance under which good sportsmanship can prosper and have a positive impact on our children and community.

The value of the lessons learned by exhibiting good sportsmanship will last a lifetime. The positive actions of a coach, athlete or parent at an event play an import part in making youth lacrosse a positive experience for everyone. These also can influence how youth lacrosse is perceived in the community.

We are asking for your support in this effort by reviewing the Codes of Conduct set forth below and emphasizing to your son/daughter what is expected of them at an event as a player. We also ask you, as parents and role models, to set a good example when at a game or practice. It is through these efforts that we can clearly communicate what is acceptable behavior. We hope that your positive example will help set the tone for those around you.

All players and parents are required to review the Codes of Conduct below, sign in the appropriate location and returned the signed copy to the coach before the player can participate in the program.

Thank you in advance for your positive influence and enjoy the upcoming lacrosse season.

FMLA Board of Directors

FMLA Codes of Conduct and Disciplinary Action

For those involved in the FMLA program as an official, parent, coach, or player; a code of conduct is outlined below. FMLA will encourage good sportsmanship and fair play. Each FMLA coach will be totally responsible for the conduct of himself, his players and his respective spectators. Likewise, players and parents are responsible for their conduct. The failure to comply with the Codes of Conduct will be result in the actions detailed below.

<u>Parents' Code of Conduct</u>:

I Will:

1 I hereby pledge to provide positive support, care, and encouragement for my child participating in FMLA by following this Parents' Code of Conduct.
2 I will ensure my child has read and understood the Player's Code of Conduct, and I will encourage my child to follow the Player's Code of Conduct.
3 I will encourage good sportsmanship by being a positive role model, demonstrate positive support, courtesy and respect for all players, coaches, and officials at every game, practice, or

other youth sports event.
4 I will place the emotional and physical well being of my child ahead of a personal desire to win.
5 I will do my best to learn the rules of the game of lacrosse.
6 I will insist that my child play in a safe and healthy environment.
7 I will support coaches, officials, volunteers and Board members of FMLA working with my child, in order to encourage a positive and enjoyable experience for all.
8 I will insist on a sports environment for my child that is free of drugs, tobacco, and alcohol, and will refrain from their use at all youth sports events.
9 I will remember that the game is for youth, not for adults.
10 I will do my very best to make youth sports fun for my child.
11 I will require my child to treat other players, coaches, fans, and officials with dignity and respect, regardless of race, sex, creed, or ability.
12 I will help my child enjoy the youth sports experience by doing whatever I can, such as being a respectable fan, assisting with coaching, or providing transportation.
13 I will teach my child to play by the rules, to compete fairly and resolve conflict without hostility or violence.
14 I will praise and teach my child that doing ones best, competing fairly, and trying hard are more important than winning.

I Will NOT:

1. I will NOT force my child to participate in sports.
2. I will NOT impose my expectations on my child.
3. I (and any of my guests) will NOT encourage or demonstrate poor behavior, poor sportsmanship or poor conduct with any of the other parents, fans, officials, coaches, spectators or Board members while at practices or games, on or off the field.
4. I will NOT publically question or argue with referees.
5. I will NOT do anything to endanger the health and well being (physical or otherwise) of the athletes, coaches, officials, fans or spectators on or off the field.
6. I will NOT coach my child or other players during games and practices unless I am one of the official coaches of the team
7. I will NOT ridicule, yell at, or embarrass my child, other players, coaches, officials and spectators on or off the field.
8. I will NOT use vulgar or foul language

Player's Code of Conduct:

I Will:

1 I will be positive role model and accept responsibility for my participation in FMLA by following this Players' Code of Conduct.
2 I will encourage good sportsmanship from fellow players, coaches, officials, and parents at every game and practice by demonstrating good sportsmanship.
3 I will play by the rules.
4 I will attend every practice and game that I can, be "on time" for practices and games, and will notify my coaches if I cannot.
5 Except when a different rule applies, I will expect to receive a fair and equal amount of playing time.

6 I will do my very best to listen and learn from my coaches, parent volunteers and referees.
7 I will treat my coaches, other players, referees and fans with respect and dignity.
8 I will never argue with or complain about referee calls or decisions.
9 I will play for the fun of it and will alert parents or coaches if it stops being fun.
10 I am committed to giving my best effort everyday.
11 I am responsible and accountable for my actions.
12 I will do my very best in school.
13 School work and good grades comes first and are more important than sports.
14 I will commit to have good grades in school in order to play lacrosse.
15 I will remember that sports are an opportunity to learn, become a leader and have fun.
16 I will come prepared and on-time with all of my needed equipment for practice and games.
17 I deserve to play in an environment that is free of drugs, tobacco, and alcohol and expect adults to try to refrain from their use at all youth sports events.

<u>Coach's Code of Conduct</u>:

I Will:

1 I will be courteous at all times with players, opponents, game officials and fans.
2 I will exercise self-control on the field before, during and after contests.
3 I will be responsible for the sportsmanlike conduct of my players on the team.
4 I will explain to the parents that they are to respect the decisions of the referees and the play of both teams in a sportsmanlike manner.
5 I will agree that there shall be no use of foul and abusive language.
6 I will be familiar with all rules of lacrosse.
7 I will respect the integrity and judgment of game officials.
8 I will agree there shall be no use of tobacco products, alcoholic beverages, or illegal drugs at games or practices.
9 I will agree there shall be no recruitment of players from other teams or clubs.
10 I will win with character, lose with dignity.
11 I will review the Player's Code of Conduct and encourage my players to adhere at all times to the Code of Conduct.
12. I will review the Parents' Code of Conduct and encourage the parents of my players to adhere at all times to the Code of Conduct.

I also agree that if I fail to abide by the aforementioned rules and guidelines (Codes of Conduct), I will be subject to disciplinary action that could include, but is not limited to the following:

- Verbal warning by official, head coach, and/or head of the organization
- Written warning
- Parental/Player game suspension with written documentation of incident kept on file by the organizations involved
- Parent/ Player game forfeit through the official, coaches or Board of Directors
- Parental/ Player season suspension

Player Name

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Player Signature

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Date__________________________

Parent/Guardian Name

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Parent/Guardian Signature

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Date__________________________

Coach Signature

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Date__________________________

AMENDED BYLAWS OF THE FLOWER MOUND LACROSSE ASSOCIATION

A TEXAS NON-PROFIT CORPORATION

ARTICLE I
NAME, OFFICES AND PURPOSE

Name

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

Principal Office

1.2 The principal office of the Corporation in the State of Texas shall be located at P.O. Box 270351, Flower Mound, Texas 75027. 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

1.3 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

1.4 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

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

Number; Election; Qualification

3.2 The number of directors shall be no less than three (3) nor more than nine (9), 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. Prior to each such annual meeting, should a vacancy be expected on the Board of Directors, a Selection Committee will be appointed by the Board of Directors to search for candidates, interview, screen, and make recommendations to the Board of Directors for such vacancies. The Board of Directors will take the recommendation of the Selection Committee into account in electing new Board members, but the Board of Directors will not be bound by such recommendation. 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 as provided in these bylaws.

Removal

3.3 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

3.4 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

3.5 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.

3.6

Special Meetings

3.7 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

3.8 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

3.9 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

3.10 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

3.11 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 using the Selection Committee procedure set out in section 3.2 above. 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

3.12 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

3.13 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

3.14 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

3.15 (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 non confidential 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

4.1 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 of 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

4.2 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

4.3 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

4.4 A vacancy in any office because of death, resignation, disqualification or otherwise, may be filled by the Board of Directors until the next regular election as provided by these bylaws.

President

4.5 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

4.6 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

4.7 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 annuall report of the financial state of the Corporation at the annual meeting of the Board of Directors.

Secretary

4.8 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

4.9 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

5.1 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

5.2 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

5.3 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

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

Vacancies

5.5 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

5.6 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

5.7 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

6.1 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

6.2 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 by 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

6.3 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

6.4 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 31st of each year.

ARTICLE IX
NOTICE AND WAIVER OF NOTICE

Notice

9.1 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 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

9.2 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 appeal 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, venture, 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 the _15___ day of ______November_____________, 2015.

_Lee Ianiero_________
President, Flower Mound Lacrosse Association

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/18/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BOLLINGER, Inc. 150 JFK PARKWAY, 4TH FLOOR PO Box 390 SHORT HILLS, NJ 07078 PHONE: 1-800-446-5311 FAX: 973-921-2876	CONTACT NAME: PHONE (A/C, No, Ext): 800-446-5311 FAX (A/C, No.): 973-921-2876 E-MAIL ADDRESS:
INSURED US Lacrosse, Inc. 113 West University Parkway Baltimore MD 21210 Re: Flower Mound Lacrosse Association	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Markel Insurance Company	38970
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIE DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Participants Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / X LOC	x		8502AH221369 Sexual Abuse & Molestation Liab per occurrence: $1,000,000 Sexual Abuse & Molestation Aggregate limit: $2,000,000	01/01/2015	01/01/2016	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$5,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTOS / NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	x		4602AH221370	01/01/2015	01/01/2016	EACH OCCURRENCE	$1,000,000
							AGGREGATE	$1,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATUTORY LIMITS / OTH-ER	$
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Accident Medical Catastrophic Acc			4102AH025220 4102AH305882	01/01/2015 01/01/2015	01/01/2016 01/01/2016	Accident Limit: $100,000 Catastrophic Limit: $1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Coverage applies only to teams/leagues comprised of 100% US Lacrosse member participants during scheduled & supervised lacrosse activites. Certificate Holder is named "Additional Insured " with respect to Flower Mound Lacrosse Association.

CERTIFICATE HOLDER	CANCELLATION
Town of Flower Mound 2121 Cross Timbers Road Flower Mound , TX 75028	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

I certify that the team, league, or event on whose behalf I am requesting this certificate mandates 100% membership in US Lacrosse. In addition, I have verified our team's or league's events roster and all participants are currently registered members of US Lacrosse. I certify that this is true and I understand that liability coverage is only extended to our team, league, or event if all participants are current members of US Lacrosse. Further, I acknowledge by clicking on this box that event liability claims may be denied for coverage if our team/league/event is not 100% registered with US Lacrosse.

Name: Lee Ianiero
Organization: Flower Mound Lacrosse Association
Date: 11/18/2015

Parks, Arts and Library Services (PALS) Board
AGENDA ITEM NO. 4

DATE: January 14, 2016

FROM: Chuck Jennings, Parks and Recreation Director

ITEM: **Consider recommending approval for Town Council consideration the naming of the park property located on the 22-acre Lee Tract adjacent to Dunham Road.**

Background Information: The naming of Town parks is the responsibility of the PALS Board. The process for determination of a name for recommendation to the Town Council is specified in Town Ordinance Sec. 54-1. The 22-Acre tract was purchased by the Town in late October of 2015, and a conceptual master plan for the park will be developed at a later date. Per the Town's code of ordinances, names for new parks shall typically be established within 90 days from the date of land acquisition or at the earliest possible time. Therefore, it was appropriate for the PALS Board to begin the naming process.

At the November 5, 2015 regular meeting, the Chair of the PALS Board appointed a Committee that was tasked with recommending naming options for the new park. The Committee consisted of board members Teresa Thomason, Gloria Jones, and Debbie Simon. The committee held their first meeting on December 14, 2015, at the Town's Operations and Maintenance Building. The Naming Committee looked at a variety of different options that took the following into consideration: streets, geographical locations, ecological features, historical figures, events, concepts, local, state or national leaders, or in memoriam for public servants or residents who perished in the line of duty. The Denton County Historical Commission also provided the committee with a history of the ownership of the land.

Utilizing all of the information provided, the Committee recommends either "Dunham Ranch Athletic Complex" or "Dunham Athletic Complex" as their top choice. With the park being located along Dunham Rd., and taking into consideration that the land was once part of Dunham Ranch; the committee felt either of these two names were appropriate. Knowing that the land was purchased to help provide additional athletic fields the Committee recommends using "Athletic Complex" instead of "Park" in the name.

The PALS Board naming recommendation will be sent to the Town Council for consideration at their February 1, 2016, Regular meeting.

Fiscal Impact: N/A

Legal Issues: N/A

Attachment:
1. History of the land

Parks, Arts and Library Services
(PALS) Board
AGENDA ITEM NO. 4

Recommendation: Move to approve for Town Council consideration the naming of the park property located on the 22-acre Lee Tract adjacent to Dunham Road as the Dunham Ranch Athletic Complex.

Or

Move to approve for Town Council consideration the naming of the park property located on the 22-acre Lee Tract adjacent to Dunham Road as the Dunham Athletic Complex.

From:	Kim Cupit
To:	Chuck Jennings
Subject:	RE: Flower Mound park naming
Date:	Wednesday, December 16, 2015 3:28:50 PM

Chuck
Here is what I have been able to figure out so far.

The land was originally patented to Ruth Allen in 1860 and is a portion out of 153 acres. Her husband Thomas J. Allen received 640 acres in 2 different patents that are adjacent to Ruth's. Ruth was the oldest child of Robert Medlin and Mary Smith. She and her husband emigrated from Missouri prior to 1848. They had eight children. The Allens and the Medlins were part of the Missouri Colonist that settled in the Peters Colony in the 1840s. They were originally from Tennessee but had moved to Missouri prior to their trip to Texas. Thomas J. Allen died in 1852 and Ruth Medlin Allen died in 1865. One of their daughters, Serena Lucetta Allen (1842-1909) married Henry O. Dunham (1841-1910). He was also born in Missouri. Henry and Serena then had three sons: William R., George B., and Henry Lee Dunham. The property must have passed at some point to Henry and Serena Dunham and their heirs. George B. Dunham (1875-1932) married Margaret Foster (1880-1970) and they had a son named Henry Lee Dunham. After George's death, Margaret married a man named Burrow. Henry Lee Dunham married Goldia Smith. When they wed in 1933, Goldia was from Ponder and Henry from Roanoke. They married in Ardmore, OK and planned to live on the Dunham Ranch. Henry died in 1952 and in 1954 Goldia married Luther Lee of Roanoke. The property passed from the heirs of Henry O. Dunham to Goldia Lee. After Goldia's death in 1974, the property passed to Sam Wesley Lee, the son of Luther Lee. I believe Flower Mound acquired the land from Sam Lee's estate. Obviously Dunham Road was named for this family.

Please let me know if you have any questions. I am sure you will.

Kim

From: Chuck Jennings [mailto:chuck.jennings@flower-mound.com]
Sent: Wednesday, December 16, 2015 9:29 AM
To: Kim Cupit
Cc: Roslyn Shelton
Subject: RE: Flower Mound park naming

Thanks for any help you can provide!

Chuck

From: Kim Cupit [mailto:Kim.cupit@dentoncounty.com]
Sent: Wednesday, December 16, 2015 9:28 AM
To: Chuck Jennings
Cc: Roslyn Shelton
Subject: Flower Mound park naming

Chuck

Roslyn Shelton forwarded you email to me regarding the naming of the Flower Mound park. I am looking to the ownership of the land the park is on as well as the land around it. The original land grant was issued to Ruth Allen in 1860. I have not been able to find any information of Ruth Allen yet. I'll let you know what I find.

Kim

Kim Cupit

Curator of Collections

Denton County

Office of History and Culture

940.349.2853

Kim.cupit@dentoncounty.com