



## AGENDA

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

#### REGULAR MEETING

MAY 5, 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](http://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 REGULAR 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. **PRESENTATIONS**
- E. **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 or the Flower Mound Public Library at 972.874.6200 during business hours.
- F. **DIRECTOR'S REPORT**
  - Update and status report related to Parks and Recreation and operational issues.

**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 and work session of the PALS Board held on April 7, 2016.

**H. REGULAR ITEM**

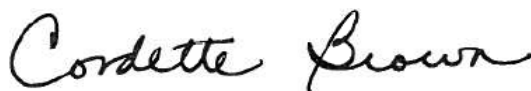
2. Consider recommending approval for Town Manager consideration a Youth Football Contract with the Flower Mound Youth Football Association (FMYFA) from August 1, 2016 through July 31, 2017, with up to four one-year renewals.
3. Consider recommending to Town Council approval of Kierstin Eaddy Memorial Park.
4. Consider approval of a recommendation of parks projects to be funded by the Community Development Corporation in fiscal year 2016-2017 using 4B sales tax revenue.

**I. COORDINATION OF CALENDARS AND FUTURE AGENDAS/MEETINGS**

- The next regular meeting of the PALS Board is scheduled for June 2, 2016.

**J. ADJOURN REGULAR 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: May 2, 2016 at 5:00 p.m. at least 72 hours prior to the scheduled time of said meeting.



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**Cordette Brown, Administrative Secretary**



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

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**DATE:** May 5, 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 April 7, 2016.

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**I. SUMMARY:**

The PALS Board held a Regular Meeting and Work Session on April 7, 2016.

**II. BACKGROUND INFORMATION:**

N/A

**III. FISCAL IMPACT:**

N/A

**IV. LEGAL REVIEW:**

N/A

**V. ATTACHMENTS:**

1. Draft minutes from the Regular Meeting and Work Session of the PALS Board held on April 7, 2016.

**VI. RECOMMENDED MOTION OR ACTION:**

Move to approve the minutes from a Regular Meeting and Work Session of the PALS Board held on April 7, 2016.

**THE TOWN OF FLOWER MOUND PARKS, ARTS AND LIBRARY SERVICES (PALS) BOARD  
REGULAR MEETING AND WORK SESSION HELD ON THE 7TH DAY OF APRIL, 2016, 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 session with the following members present:

|                 |                      |
|-----------------|----------------------|
| Debbie Simon    | Place 2              |
| Teresa Thomason | Place 3              |
| Denis Toth      | Place 4              |
| Warner Watkins  | Place 5              |
| Denise Johnson  | Place 7 – Vice Chair |

The following Board members were not in attendance:

|              |                 |
|--------------|-----------------|
| Gloria Jones | Place 1 – Chair |
| Ann Handren  | Place 6         |

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         |
| Cordette Brown | Administrative Secretary         |

- A. CALL REGULAR MEETING TO ORDER – 6:30 P.M.**
- B. INVOCATION – Mike Liles**
- C. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG AND THE TEXAS FLAG**
- D. PRESENTATIONS**

Girl Scout Troop 3733 – Live Fest Service Project

Troop 3733 is made up of ladies from McKamy, Shadowridge, Quest and Faith Middle Schools. They are working on their Silver Award and chose to address the issue of water safety.

They informed the Board of their mission, what they have accomplished so far, thanked all who have been willing participants in assisting them. The people who use Twin Coves Park/lake will have access to take and leave “day use” water safety devices (Personal Flotation Devices) on hand.

- E. PUBLIC PARTICIPATION**
- F. DIRECTOR’S REPORT**

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

- The outdoor pool at the CAC is being re-plastered next week to get ready for the summer season which will begin on Saturday, May 24.
- The next special event is the Annual Father Daughter Prom which will be held on Saturday, April 16, 6 to 9 p.m. at the DFW Hilton. Fathers and their daughters are invited to dress to impress for a memorable evening of dancing, entertainment, food, and unforgettable father daughter bonding time.
- Don't forget to sign up for a membership to the CAC for unlimited visits to the Outdoor Water Park. Monthly Family Memberships are only \$50!
- Great summer jobs are still available at the CAC. Some open positions include camp counselors, WSI's, and life guards; so tell a friend or family member to apply!
- The SIM program currently has 1,457 members.
- SIMA held a Casino Night Fundraiser at the Flower Mound Senior Center on Saturday, April 2. Two hundred people attended the event and SIMA raised over \$5,000 for the Flower Mound Seniors In Motion Program.
- The SIM program will be celebrating its 11<sup>th</sup> Anniversary on Friday with lunch and a musical performance by Rhonda Medina.
- FMYFA is renting Bakersfield park multipurpose fields for their spring football league.
- Youth Football Provider Review Committee Update
- Track registration opened last Friday and we already have 75 registered participants (150-160 max). The Marcus track will be used for the program beginning in late May.
- The Town's landscape maintenance contractor is now fully staffed and is able to handle all the areas of responsibility.
- The Heritage Park bridge bank stabilization design will be finished in May and construction on the repairs will start in July.

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

- **Twin Coves Park Master Plan** –The water lines are going in, roads and old picnic shelters have been removed and underground electricals starts next week and should be completed in one month.
- **Heritage Park Phase II** – Progress is being made.
- **Rheudasil & Wilkerson Parks Pond Dredging and Stabilization** – Under design.
- **Parks & Trails Master Plan**
  - Kick-off meetings for key staff were held on February 4<sup>th</sup> and 5<sup>th</sup>.
  - A Town-wide survey will be conducted the beginning of May
  - Park Tours and Assessments were conducted on April 4<sup>th</sup> and 5<sup>th</sup>.
  - Public Forums will be held on May 9<sup>th</sup> and 10<sup>th</sup>.
  - Tentative completion is November/December 2016
- **Individual Park Improvements** – The Board was brought up to date on the current status of the various parks that are currently being improved. Most have been completed.

**G. CONSENT AGENDA**

1. Consider approval of minutes from a special meeting of the PALS Board held on February 24, 2016.

**Board Deliberation**

Board member Teresa Thomason move to approve the minutes of a special meeting of the PALS Board held on February 24, 2016. Board member Warner Watkins seconds the motion.

**VOTE ON THE MOTION**

**AYES:** Thomason, Toth, Watkins

**ABSTAIN:** Simon

**H. REGULAR ITEM**

2. Consider recommendation of a request from the Flower Mound Rotary to hold a Neon Run and festival at the Heritage Park of Flower Mound on Saturday, October 1, 2016.

**Staff Presentation**

Chuck Jennings – Director of Parks and Recreation

**Board Deliberation**

Board member Warner Watkins move to approve a request from the Flower Mound Rotary to hold a 5KRun and festival at the Heritage Park of Flower Mound. Board member Teresa Thomason seconds the motion.

**VOTE ON THE MOTION**

**AYES:** Watson, Toth, Thomason, Simon

3. Consider recommending approval for Town Council consideration the sale and consumption of alcoholic beverages (beer and wine) at the Heritage Park of Flower Mound during the Flower Mound Rotary's Neon Run and festival.

**Staff Presentation**

Chuck Jennings – Director of Parks and Recreation

**Board Deliberation**

Board member Teresa Thomason, move to recommend approval for Town Council consideration the sale and consumption of alcoholic beverages (beer and wine) at the Heritage Park of Flower Mound during the Flower Mound Rotary's Neon Run and festival. Board member Warner Watkins seconds the motion.

**VOTE ON THE MOTION**

**AYES:**           Simon, Thomason, Toth, Watkins

**I.     RECESS REGULAR MEETING**

**J.     CALL WORK SESSION TO ORDER**

**K.     WORK SESSION ITEM**

**4.     Review and discuss the PALS Board Naming Committee's recommendation regarding the renaming of Spring Lake Park after former Mayor Gary Pressler.**

The Naming Committee met and discussed information from various sources including the information sent by Ms. Kohankie. After much discussion, the Committee decided that because there may be similar request made over the coming years, with the passing of Former Mayors/Town Officials, it may be better to have an area of a park dedicated to memorialize such ones or, if there is a new park to be named, then it could be considered, however, it was decided not to change the name of Spring Lake Park.

**L.     ADJOURN WORK SESSION**

**M.     RECONVENE REGULAR MEETING**

**N.     COORDINATION OF CALENDARS AND FUTURE AGENDAS/MEETINGS**

- The next PALS Board Meeting is scheduled for May 5, 2016.

**O.     ADJOURNMENT**

Board Member Teresa Thomason made a motion to adjourn the meeting. Board member Debbie Simon seconds the motion.

Vice Chair Denise Johnson adjourned the Regular Meeting at 7:10 p.m.

**TOWN OF FLOWER MOUND, TEXAS**

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**Denise Johnson, VICE CHAIRPERSON**

**ATTEST:**

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**Cordette Brown, ADMINISTRATIVE SECRETARY**



**Parks, Arts and Library Services  
(PALS) Board  
AGENDA ITEM NO. 2**

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**DATE:** May 5, 2016

**FROM:** Mark Long, Athletics Supervisor

**ITEM:** **Consider recommending approval for Town Manager consideration a Youth Football Contract with the Flower Mound Youth Football Association (FMYFA) from August 1, 2016 through July 31, 2017, with up to four one-year renewals.**

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**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 football for the Town. The RFP process was recommended by the task force when an agreement expires or the Town is adding a new sport to its offering. On February 22, 2016, the Town began advertising the RFP and continued to accept proposals from interested parties until March 7, 2016. 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. In addition to those notifications, staff emailed and called several football leagues in the area to inform them of the opportunity. As of the deadline on March 7, 2016, the Town received three proposals from the Flower Mound Youth Football Association (FMYFA), Lewisville Flower Mound Football Association (LFMFA), and Neighborhood Sports.

A selection committee of three staff members and two PALS Board members reviewed each proposal. After reviewing the content of each proposal and hearing presentations from each organization the committee individually evaluated each proposal. After receiving each member's evaluation matrix it was determined that the review committee was split with three votes for FMYFA and two for LFMFA. Staff is recommending that the FMYFA be selected as the Town's provider.

Staff's recommendation of FMYFA is based on the following factors:

- o FMYFA is the only true Flower Mound league. All fall and spring league games have been played in Flower Mound since the league's inception in 2011.
- o 70+% of participants are Flower Mound Residents.
- o Registration fees are in line with the other organizations and they offer full and partial scholarships.
- o Registration numbers have steadily increased year after year. In their first season, FMYFA had 213 participants; in the 2015 fall season there were 427 participants.
- o FMYFA operates a true recreational program by limiting coaches/teams to protecting only three players per season. This policy creates a balanced team make-up thus reducing the possibility of a team or teams dominating the league.
- o FMYFA offers a tackle and flag football program in both the fall and spring.
- o Offer free summer football camps/clinics.
- o FMYFA promotes participation in community events such as the Flower Mound Christmas Parade and hosts several special events throughout the year such as pep rallies, family movie nights and inter-league homecoming activities.
- o FMYFA has the Flower Mound community's support and runs a league that has proven to be successful and meets the needs of the community.



## **Parks, Arts and Library Services (PALS) Board AGENDA ITEM NO. 2**

FMYFA currently operates as a sole proprietorship. FMYFA is in the process of securing their non-profit status to comply with the requirements of the Youth Task Force which states each recognized youth sports league provider must operate as a non-profit organization under the laws set forth for incorporation in the State of Texas. The league has agreed to secure this requirement and understands that language will be added to the attached contract to insure that they are in compliance before their league starts in the fall.

The FMYFA provides opportunities for multiple levels of youth football within our community. The primary focus of the program is to offer community based recreational leagues as evidenced by their player selection criteria. Currently, the FMYFA offers both fall and spring flag football leagues for youth ages 3-6, tackle football leagues for youth 7-12, and cheerleading for youth ages 3-12.

The proposed agreement with the FMYFA outlines the use of Town facilities. The term of the agreement will be one (1) year, beginning on or about August 1, 2016 through July 31, 2017, with up to four additional one-year renewals. The proposed agreement language is similar to the current agreements in place with our other youth sports organizations and reflects the findings and recommendations of the Youth Sports Task Force approved by the Town Council on March 1, 2004. 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:** \$3,000.00 to the Town annually through participation fees

**Legal Issues:** 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 youth football contract as the template is the same.

**Attachments:**

1. Proposed Youth Football Contract
2. Request For Proposal

**Recommendation:** Move to approve for Town Manager consideration a Youth Football Contract with the Flower Mound Youth Football Association (FMYFA) from August 1, 2016 through July 31, 2017, with up to four one-year renewals.

**YOUTH FOOTBALL CONTRACT  
WITH  
FLOWER MOUND YOUTH FOOTBALL 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 YOUTH FOOTBALL ASSOCIATION**, whose address is 1528 Rustic Timbers Lane, Flower Mound, Texas 75028 (hereinafter referred to as “FMYFA”).

**WITNESSETH:**

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

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

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

**I.  
Scope of Services**

The Services shall be offered each year of the Contract between the months of September - November and March - 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, FMYFA 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 FMYFA subcontract the Services to be performed under this Contract.

**II.  
Term**

The term of this Contract shall be for one year beginning on August 1, 2016 and terminating on July 31, 2017 (“Initial Term”). This Contract may be renewed for up to four (4) additional one-year terms (“Renewal Term”). Should either party choose not to renew the contract written notice shall be provided no less than sixty (60) days prior to the termination date.

**III.  
Termination**

Neither the TOWN nor the FMYFA 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 FMYFA, 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 FMYFA.

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

For purposes of this Contract, FMYFA may use the Gerault Park football fields for their fall league and the Bakersfield Park football fields for the spring league, (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 FMYFA.

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

In consideration of the privilege of using the Facility, during the term of this Contract, FMYFA agrees to be solely responsible for the inspection of the Facility that is used by recipients of Services, but only during the period of FMYFA's use of the Facility. FMYFA 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 FMYFA's use of said Facility, FMYFA 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. FMYFA 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, FMYFA 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 FMYFA's use, excluding normal wear and tear. FMYFA agrees to accept the Facility in the condition in which it is found. TOWN hereby disclaims and FMYFA 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 FMYFA Use**

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

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

- A. FMYFA 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. FMYFA 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 FMYFA Events is a fair and reasonable fee to be paid to TOWN. FMYFA 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. FMYFA 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.**  
**FMYFA’s Responsibilities**

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

4. FMYFA 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. FMYFA shall encourage staff, coaches, volunteers, and agents to conduct themselves as positive role models exemplifying proper sportsmanship, cooperation, and appropriate behavior;
6. FMYFA 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 FMYFA having contact with children participating in FMYFA'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. FMYFA 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. FMYFA 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. FMYFA 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. FMYFA 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. FMYFA shall notify all parents, participants, and spectators regarding the Code of Conduct and require all coaches, parents, and participants to sign a copy of FMYFA's Code of Conduct;
11. FMYFA shall adopt a formal published grievance/dispute resolution/discipline process whereby complaints and concerns can be properly heard and addressed;
12. FMYFA shall address and resolve all disciplinary matters concerning players, coaches, spectators, officials, etc., in accordance with FMYFA's Code of Conduct and established policies and procedures;
13. FMYFA shall address and resolve all grievances, disputes, complaints and concerns in accordance with FMYFA's Code of Conduct and established policies and procedures;

14. FMYFA shall maintain fiscal responsibility by establishing and operating according to generally accepted accounting principles and practices;
15. FMYFA shall utilize all income derived from this Contract and the operation of the football programming sought hereunder solely to defray legitimate costs and expenses of such programming;
16. FMYFA 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 FMYFA's programming including coaches, officials and athletes;
17. FMYFA 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. FMYFA shall adopt a non-discrimination policy that ensures participation for all youth regardless of race, creed, color, gender, economic status, or athletic ability;
19. FMYFA 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. FMYFA 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. FMYFA shall purchase and provide all equipment necessary to perform the Services;
22. FMYFA 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 FMYFA's operations. TOWN and FMYFA will work cooperatively on mutually acceptable survey language to effectuate this goal. The results of the survey will be shared with FMYFA 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, FMYFA will provide its participant data base to a mutually agreed upon Mailing House whereby a survey can be conducted at TOWN's expense;

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

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

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

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

## **IX.**

### **Insurance**

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

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

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

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

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

1. Provide for thirty (30) days notice of cancellation to TOWN, for nonpayment of premium, material change or any other cause.
2. Be written through companies duly authorized to transact that class of insurance in the State of Texas.
3. Relative to Workers' Compensation coverage, waive subrogation rights for loss or damage so that insurers have no right to recovery or subrogation against TOWN, it being the intention that the required insurance policies shall protect all parties to the Contract and be primary coverage for all losses covered by such policies.
4. Identify TOWN as additional insured on all liability insurance policies.
5. Provide a Certificate of Insurance evidencing the required coverage's to:

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

**X.**

**TOWN's Responsibilities**

A. Town hereby authorizes and agrees that FMYFA will be the youth football provider for the TOWN. During the term of this Contract, FMYFA will have the ability to use Facility, as assigned by TOWN, during FMYFA'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 FMYFA, TOWN may assign the Facility to other parties.

B. TOWN will work with FMYFA to schedule time periods for use of the Facility by FMYFA during the Season noted above and any Events that FMYFA may desire to sponsor. It will be FMYFA'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 FMYFA regarding the closure of Facility due to inclement weather or any outside factor that may hinder FMYFA from utilizing the specific Facility. Decisions by TOWN are final. TOWN will work with FMYFA, at FMYFA'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 FMYFA'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 FMYFA information and refer interested parties to FMYFA 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**

FMYFA agrees that TOWN shall have access to and the right to examine any directly pertinent books, documents, papers and records of FMYFA involving transactions relating to this Contract during the term of this Contract. FMYFA agrees that TOWN shall have access during normal working hours to all necessary FMYFA 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 FMYFA reasonable advance notice of intended audits.

**XII.**  
**Indemnity**

**FMYFA 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 FMYFA AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF FMYFA, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM FMYFA IS LEGALLY LIABLE, AND FMYFA 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 FMYFA; or, if at any time during the term of this Contract, FMYFA 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 FMYFA 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 FMYFA's performance to complete previously scheduled Season or Events. If TOWN assumes the obligation to so perform, FMYFA 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. FMYFA 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 FMYFA'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 FMYFA and shall be incorporated by written modification to this Contract.

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

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

**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 FMYFA 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 FMYFA shall be sent to the address of FMYFA as follows, unless and until TOWN is otherwise notified:

A.     President:             Jeff York  
       Address:             1528 Rustic Timbers  
                               Flower Mound, TX 75028  
  
       Telephone:     469-767-7988  
       Federal ID#

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 FMYFA 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 FMYFA 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. FMYFA 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 FMYFA'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 FMYFA) 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 FMYFA 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 FMYFA.

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: Jimmy Stathatos

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 (FMYFA):**

FLOWER      MOUND      YOUTH      FOOTBALL  
ASSOCIATION

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

Name: \_\_\_\_\_

Title: President, Flower Mound Youth Football  
Association

State of Texas       §

§

County of Denton   §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_ 2016, by \_\_\_\_\_, on behalf of the Flower Mound Youth Football Association.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires:



## Parks and Recreation Division Request for Proposal

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|                            |                                               |
|----------------------------|-----------------------------------------------|
| <b>Proposal No:</b>        | <b>2016-43</b>                                |
| <b>Proposal Title:</b>     | <b>RFP for Youth Football League Provider</b> |
| <b>Questions Deadline:</b> | <b>03/04/2016 @ 5:00pm (CDT)</b>              |
| <b>Proposals Due:</b>      | <b>03/07/2016 @ 5:00pm (CDT)</b>              |

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Proposals for the services specified will be received by the Town of Flower Mound until the date and time as indicated above. Please submit one (1) original proposal and five (5) copies of the proposal in hard copy only.

**Mailing Address:**

**Town of Flower Mound  
Attn.: Mark Long  
2121 Cross Timbers Road  
Flower Mound, Texas 75028**

**Delivery Address:**

**Town of Flower Mound  
Community Activity Center  
1200 Gerault Road  
Flower Mound, Texas 75028**

Late submissions will not be considered. Proposals must be submitted with the RFP number and the respondent's name and address clearly indicated on the front of the envelope. Additional instructions for preparing a proposal are provided within.

**RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE DOCUMENT PRIOR TO SUBMITTING A RESPONSE.**

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For questions regarding this RFP contact: **Mark Long**  
**Athletics Supervisor**  
**(972) 874-6271**  
[mark.long@flower-mound.com](mailto:mark.long@flower-mound.com)

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The Town of Flower Mound appreciates your time and effort in preparing a proposal. **Please note that all proposals must be received at the designated location by the deadline shown.** Proposals received after the deadline will not be considered for the award of the agreement and will be returned unopened.

# **Town of Flower Mound**

## **Request for Proposal No. 2016-43**

### **Youth Football League Provider**

#### **I. Introduction**

The Town of Flower Mound Parks and Recreation Division ("Town") has established criteria for a Youth Football Request for Proposal (RFP) document. The Town is seeking proposals from all qualified organizations to provide youth football during the calendar year. Examples of possible leagues offered could be:

1. Fall season offered between the months of September and November.
2. Spring season offered between the months of March and May.

The Town will provide the Gerault Park lighted football fields (north and south) exclusively to the selected organization for fall league games. The Bakersfield Park multi-purpose fields (non-lighted) will be made available to the selected organization on Saturday's only for all spring league games. The Town and selected organization will work together on scheduling needs for both the fall and spring leagues.

At selected times during the calendar year; the chosen organization will be allowed to offer camps, sport specific instructional programs and clinics outside of the league format so long as there are Town facilities available.

#### **II. Town Philosophy**

The Town believes in the overall benefits of participation in organized youth sports leagues and programs. Participation in sports plays a valuable role in the development of the youth of Flower Mound. Participation in youth recreational leagues, instructional programs, and competitive leagues has proven to build self-esteem, promote teamwork, develop the body as well as the mind, and is an integral part of the maturation process, all which contributes to the overall quality of life in Flower Mound. To this end, the Town will strive to assist youth sports league providers in offering quality organized youth sports programs, facilities, and services while maintaining a safe, wholesome environment for children.

#### **III. Youth Sports League Provider Requirements**

Each youth sports league provider must meet certain standardized minimum requirements in order to provide a youth sports league to the community. The requirements are set forth by the findings and recommendations of the Youth Sports Task Force adopted by the Town Council on March 1, 2004.

Requirements include:

- Each recognized youth sports league provider must operate as a non-profit organization under the laws set forth for incorporation in the State of Texas.

- Each youth sports league provider must have published bylaws that provide for the election of board members and officers, as well as overall governance of the organization/association.
- At a minimum, each youth sports league provider must convene four board meetings annually.
- Recreation should be the primary focus of all youth sports league providers. It is considered beneficial to afford some higher-level of play within each youth sports league provider.
- Develop balanced teams within recreational leagues through the team selection process.
- Ensure adult supervision is present in an official capacity for every league practice, official league game, tournament game, camp or clinic.
- Encourage staff, coaches, volunteers, and agents to conduct themselves as positive role models exemplifying proper sportsmanship, cooperation, and appropriate behavior. The youth sports league provider will validate the quality of adult leadership by requiring statewide criminal background checks of all head coaches, board members, and any other person acting in an official capacity with the youth sports league provider directly overseeing children. Background checks are valid for a one year period.
- 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. Examples of recognized/approved coaching certification programs include National Youth Sports Coaches Association (NYSCA), Kids Sports Network (KSN), and the Texas Amateur Athletic Federation (TAAF). Youth sports league providers may develop their own coaching certification program so long as it educates coaches regarding their responsibilities when working with children in youth sports, and hold them accountable for inappropriate behavior.
- Ensure fiscal responsibility by establishing and operating according to generally accepted accounting principals and practices. All income derived from the use of Town owned or leased facilities shall be used solely to defray costs and expenses of legitimate activities.
- Be responsible for the collection and remittance to the Town of all participation/facility usage fees per Ordinance No. 87-02. The fee for residents shall be \$2/player/season. The fee for non-residents shall be \$14/player/season.

#### **IV. Submittals**

The proposal should include, but not be limited to the following information:

##### **Section 1**

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

## **Section 2**

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

A. Organizational leadership

- Board oversight/Organizational chart

B. League format and season overview

- Provide detailed plans for practices, game days, camps, and clinics (example: number of games and practices each team will have per season, number of clinics/camps, etc.).
- Provide details on how teams will be formed (example: draft, by school, randomly, by grade, age specific, etc.).
- Provide proposed registration dates and deadlines for each season.
- Provide details of how the organization will handle the registration process of participants and teams. (Example: online, walk-in, mail-in, late registration, method of payment, etc.). Please also provide information on the organizations refund policy.
- Proposed start date and end date of each league.
- Grievance process. Please describe in detail and provide a copy of the organizations grievance policy, and how grievances are handled (example: grievance committee, grievance director, etc.).

C. Staffing (league administrators, field supervisors/monitors, officials, scorekeepers, age group directors, etc.)

D. Coaches (background checks, training, certifications, etc.). Please explain and provide detailed information on the organizations training and coach's certification program.

E. Provide rules governing league play.

F. Provide bylaws for organization.

G. Mission Statement

H. Provide info on how coach, parent, player, officials, spectator or board member discipline will be handled.

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

## **Section 3**

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

also requires that the selected organization agrees to pay 10% of gross revenue to the Town for any camp, clinic, and/or sport specific instructional programs that are offered to participants at an additional cost.

- Provide the Town with an estimated cost per individual, per season for recreational league participants. Please provide what is included in the registration price (example: helmet, pads, jersey, insurance, etc.)
- If a competitive/select division is offered, please provide the total registration cost per team or cost per individual. Provide info on how teams will be formed.
- Does organization have a buyback program for equipment?
- Does organization provide registration or equipment scholarships?
- Provide proposed cost for clinics, camps and/or sport specific instructional programs. Provide information on who will teach the clinics (high school coaches, contracted company, etc.).
- Include the estimated number of individual participants per season organization expects.
- Does organization have concussion protocol in place? If so, please explain and provide written documentation.

#### **Section 4**

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

#### **V. Insurance Requirements**

Selected organization will be required to obtain public liability insurance of the types and the amounts set forth below from an underwriter licensed to do business in the State of Texas.

Vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the vendor. A certificate of insurance meeting all requirements and provisions outlined herein shall be provided to the Town prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration.

##### **A. MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable.
2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.

3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.

**B. MINIMUM LIMITS OF INSURANCE**

Vendor shall maintain limits throughout contract not less than:

1. Commercial General Liability: \$500,000 per occurrence / \$1,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:
  - a. Premises / Operations
  - b. Broad Form Contractual Liability
  - c. Products and Completed Operations
  - d. Personal Injury
  - e. Broad Form Property Damage
2. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease - Policy Limit, and \$100,000 Disease – Each Employee.
3. Automobile Liability: \$500,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired, and non-owned autos.

**C. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductible or self-insured retention in excess of \$10,000 must be declared to and approved by the Town.

**D. OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages:
  - a. The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the vendor, products and completed operations of the vendor, premises owned, occupied or used by the vendor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.
  - b. The vendor's insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees and

volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the vendor's insurance and shall not contribute with it.

- c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards, and commissions or volunteers.
- d. The vendor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limit of liability.

2. Workers Compensation and Employer's Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the Town, its officers, officials, employees and volunteers for losses arising from work performed by the vendor for the Town.

3. All Coverages:

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after 30 days written notice to the Town for all occurrences, except 10 days written notice to the Town for non-payment.

**E. ACCEPTABILITY OF INSURERS**

The Town prefers that insurance be placed with insurers with an A.M. Best's rating of no less than **A- VI**, or better.

**F. VERIFICATION OF COVERAGE**

Vendor shall provide the Town certificates of insurance indicating the coverages required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance similar to the ACORD Form are acceptable. Town will not accept Memorandums of Insurance or Binders as proof of insurance. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.

**VI. Contract Term**

The organization selected by the Town to provide the services of youth football league provider will be required to enter into an agreement with the Town prior to offering their services. The term of the agreement for the organization selected to be the youth sports provider for football shall be for a period of five (5) years commencing on a date to be determined by the Town. The agreement may be terminated with or without cause by either party by giving thirty (30) days written notice to the other party.

**VII. Evaluation Criteria**

A review committee will judge the merit of proposals received in accordance with

the requirements defined herein. Failure of applicant to provide in their proposal any information requested in this RFP may result in disqualification of the proposal. The sole objective of the review committee will be to select the football youth sports provider that the Town feels presents the best overall program to the Town of Flower Mound.

A Youth Sports Facility Agreement for youth football will be awarded (with Town Manager approval) based on the following evaluation criteria:

- A. Section 1 (5%)
- B. Section 2 (45%)
- C. Section 3 (30%)
- D. Section 4 (20%)

#### **VIII. Best and Final Offer**

The Town reserves the right to request a best and final offer from any or all organizations. The Town reserves the right to reject any or all proposals, with or without cause, re-issue the RFP, or proceed in any manner determined to be in the best interest of the Town.



**Parks, Arts and Library Services  
(PALS) Board  
AGENDA ITEM NO. 3**

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**DATE:** May 5, 2016

**FROM:** John Habern, Parks, Trails and Landscape Specialist

**ITEM:** Consider recommending to Town Council approval of Kierstin Eaddy Memorial Park.

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**Background Information:** The PALS Board, on April 2, 2015, made a recommendation that cash, in the amount of \$215,071.34, be accepted in lieu of the otherwise required 3.2592 acres of park land dedication, and park development fees in the amount of \$134,636.00 for the Highland Court residential development, totaling \$349,707.34 in total fees.

In accordance with the development agreement approved by council on April 2, 2015, Highland Court is constructing a park in the southwest corner of the property. This park will be privately owned and maintained but open for public use. Highland Court is granting a permanent public access easement to the park in accordance with the development agreement.

The development agreement requires the design of the park be reviewed by PALS at the 90% design stage. The development agreement stipulates the final design must be approved by council.

**Alternatives or Options:** The Board may approve the design as presented or suggest modifications.

**Fiscal Impact:** N/A

**Legal Issues:** N/A

**Attachments:**

1. Kierstin Eaddy Memorial Park

**Recommendation:**

Move to recommend approval to Town Council of Kierstin Eaddy Memorial Park. The park incorporates approximately 1.85 acres of private land of which .94 acres is not in the flood plain.





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

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**DATE:** May 6, 2016

**FROM:** Chuck Jennings, Parks and Recreation Director

**ITEM:** Consider approval of a recommendation of parks projects to be funded by the Community Development Corporation in fiscal year 2016-2017 using 4B sales tax revenue.

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**Background Information:** The Community Development Corporation (CDC) was organized to expend revenues collected from the 4B sales tax. Each year the PALS Board recommends a list parks projects to the CDC to be funded utilizing the 4B sales tax revenues. In FY 2015-2016, \$2,458,736 was authorized by the CDC for park projects, debt service, and operations & maintenance (O&M) expenses: Park and Trails Amenities, Twin Coves Park Debt Service, The Heritage Park of Flower Mound Phase III, Parks and Trails Master Plan, Staton Oak & Timber Creek Park Playground replacements, and Park/Trails O&M.

It is projected that \$2.5 million dollars in funding will be available for FY 2016-2017. The list of proposed projects for next fiscal year were reviewed, developed, and recommended by the PALS Board to be part of the Town's Five Year CIP Plan. These projects were selected from a list of projects that were identified through the 2010 Parks and Trails Master Plan, requested by citizens, and Town Council initiatives. Staff is proposing that the items slated for FY2016-17 be moved forward for funding in next year's budget with only one adjustment. Staff is requesting that funding for The Heritage Park of Flower Mound be increased by approximately \$210,000 to reflect current construction prices so that all the proposed amenities can be provided.

Staff has prepared the following list of projects for recommendation to the CDC for funding in FY 2016-2017:

|                                                                         |             |
|-------------------------------------------------------------------------|-------------|
| Park and Trail Amenities-----                                           | \$50,000    |
| The Heritage Park Phase IV-----                                         | \$2,000,000 |
| These projects will be designed and/or developed after October 1, 2016. |             |

The CIP is a vital tool used in projecting capital projects and expenditures in the near future. Only projects in FY 2016-2017 will be considered by both the CDC and Town Council for funding and construction, as only the first year of the 5-Year CIP is adopted on an annual basis. This process allows for annual review of the projects to determine current needs of the community. Staff anticipates reviewing the remaining four years of the CIP with the PALS Board after completion of the Parks and Trails Master Plan that is currently being conducted by Pro's Consulting, LLC.

**Fiscal Impact:** N/A

**Legal Issues:** N/A

**Attachment:**



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

**1. Proposed CIP for FY2016-17**

**Recommendation:** Move to approve the list of recommended park projects to be funded by the Community Development Corporation in fiscal year 2016-2017 using 4B sales tax revenue.