**AGENDA**

**FLOWER MOUND PARKS BOARD**

**SPECIAL MEETING**

**JULY 13, 2017**

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

**6:30 P.M.**

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**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. PRESENTATIONS**

- As prescribed in the Youth Sports Facility Agreement, a report will be given by the Flower Mound Lacrosse Association (FMLA) of the association's operations in regards to youth lacrosse.

**E. PUBLIC PARTICIPATION**

**Please fill out an "Appearance before Parks Board" form in order to address the Board, and turn the form in prior to Public Participation to Administrative Secretary Jade Olson. 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 Parks 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". Parks 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.**

**F. DIRECTOR'S REPORT**

- Update and status report related to Parks and Recreation 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 of the Parks Board held on June 1, 2017

## H. REGULAR ITEMS

2. Consider approval of a request from Humane Tomorrow to hold Fido Fest 2017 at Westchester Park

3. Consider approval of a request from the Flower Mound High School Cross Country Booster Club to sell concessions and merchandise at their annual cross country meet at Gerault Park.

4. Consider recommending approval for Town Manager consideration a Youth Sports Facility Agreement with the Flower Mound Youth Sports Association from September 1, 2017 through August 31, 2022.

5. Consider approval for Town Manager consideration a Concession Contract with the Flower Mound Youth Sports Association to provide the services of Concessionaire at the Bakersfield Park, Gerault Park, and Jake's Hilltop Park permanent concession buildings from September 1, 2017 through August 31, 2018, with a written renewal for up to four additional one year terms.

6. Consider recommending approval for Town Manager consideration a Youth Sports Facility Agreement with the Greater Lewisville Area Soccer Association from September 1, 2017 through August 31, 2022.

7. Consider approval for Town Manager consideration a Concession Contract with the Greater Lewisville Area Soccer Association to provide the services of Concessionaire at the Chinn Chapel Soccer Complex permanent concession building from September 1, 2017 through August 31, 2018, with a written renewal for up to four additional one year terms.

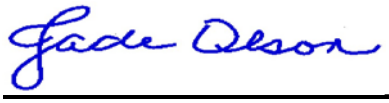
8. Consider approval of a recommendation for projects for FY 2019-2022 to be incorporated into the Town's Five year Capital Improvement Projects list.

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

- The next regular meeting of the Parks Board is scheduled for August 3, 2017.

## II. 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: July 10, 2017 at 3:00 P.M. at least 72 hours prior to the scheduled time of said meeting.



**Jade Olson, 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 Jade Olson, Administrative Secretary at (972) 874-6425.

# Parks Board
# AGENDA ITEM NO: 1

**DATE:** July 13, 2017

**FROM:** Jade Olson, Administrative Secretary

**ITEM:** **Consider approval of minutes from a Regular Meeting of the Parks Board held on June 1, 2017.**

## I. SUMMARY:

The Parks Board held a Regular Meeting on June 1, 2017.

## II. BACKGROUND INFORMATION:

N/A

## III. FISCAL IMPACT:

N/A

## IV. LEGAL REVIEW:

N/A

## V. ATTACHMENTS:

1. Draft minutes from the June 1, 2017, Regular Meeting of the Parks Board.

## VI. RECOMMENDED MOTION OR ACTION:

Move to approve the minutes from a Regular Meeting of the Parks Board held on June 1, 2017.

**THE TOWN OF FLOWER MOUND PARKS BOARD REGULAR MEETING HELD ON THE 1st DAY OF JUNE 2017, 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 Parks Board met in a regular session with the following members present:

| | |
|---|---|
| Gloria Jones | Place 1 – Chair |
| Michael Kelly | Place 2 |
| Teresa Thomason | Place 3 |
| Rick Kenyon | Place 4 |
| Warner Watkins | Place 5 |
| Ann Handren | Place 6 |
| Denise Johnson | Place 7 – Vice Chair |
| Jodi Seay | Place 8 – Alternate |

The following members of Town Staff were in attendance:

| | |
|---|---|
| Chuck Jennings | Director of Parks and Recreation |
| Gary Sims | Executive Director of Community Services |
| Clayton Litton | Parks Superintendent |
| Kari Biddix | Park Development Manager |
| John Habern | Parks, Trails and Landscape Specialist |
| Mark Long | Twin Coves Park Manager |
| Matt Chutchian | Athletics Supervisor |
| Michael Davenport | CAC Manager |
| Jade Olson | Administrative Secretary |

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

**B. INVOCATION –** Russ McNamer

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

**D. PRESENTATIONS**

Matt Chutchain, Athletics Supervisor introduced John Evans, Sports Director, to represent the YMCA. Board was updated with YMCA's operations in regards to youth sports.

**E. PUBLIC PARTICIPATION**

N/A

**F. DIRECTOR'S REPORT**

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

- July is Parks and Recreation month. The theme is "Get Your Play On". We are planning to have a presentation and proclamation at the June 19th Town Council meeting.

- The Parks and Recreation Division will be hosting an open house at Twin Coves Park on Friday, June 16th from 3 p.m. to 7 p.m. and on Saturday, June 17th from 10 a.m. to 3 p.m. Thanks in part to grants from Texas Parks and Wildlife and funds from the 4B Sales Tax Revenue, Twin Coves Park now has 19 furnished cabins, 22 RV slips, and a variety of other amenities. You will even be able to place future reservations. The park is planning to officially open on Friday, July 7th with a ribbon cutting ceremony.
- Phase III construction of Heritage Park is set to kick off on June 5th. The playground, restroom, and pavilion will be closed for the next eight to nine months while Northstar Construction completes the project. This phase includes the splash pad, drainage improvements, restroom pavilion, and additional parking and trail.
- In May the SIM program collected 747 non-perishable food items for the CCA Food Pantry.
- On Friday, May 26th the SIM program kicked off summer at the Beach Blanket Bash. 120 members enjoyed a hamburger lunch, live music and a performance by the Grace Hula Dancers.
- The Town celebrated its 2nd Annual Memorial Day Ceremony this past Monday at the Senior Center and had a great turnout with over 350 people. Admiral Doug "Woody" Beal, US Navy and Commanding Officer, 14th Marine Regiment Colonel Joseph J. Russo were the key note speakers and did a wonderful job. The Honor Wall of Fallen Soldiers and the Fallen Soldiers Table will remain on display through next week at the center. I would also like the thank the Fire Department, Voices of Flower Mound, Russ McNamer, Deputy Mayor Pro Tem Kevin Bryant, and Mayor Pro Tem Don McDaniel for volunteering their time to help make this such a wonderful event.
- The 9th birthday of the CAC will be celebrated on June 10th. Members will enjoy snacks and door prizes and Professor Brainius will perform a science show at 2 p.m. The event is free and non-members can check out the facility and tours will be given.
- The annual AAYBA Tournament hosted by FMYSA is set for June 24th through June 29th and July 8th through July 13th, using the Town's ballfields as well as fields in Lewisville.
- The Town is going through the Request For Proposal (RFP) process for youth baseball/softball and youth soccer as the agreements with FMYSA and GLASA are set to expire at the end of August. The RFP is posted on the Town's website and was posted on social media accounts. The deadline for submission is June 9th and staff will bring their recommendations to the Parks Board in July.
- Our Flower Mound Summer Track Club will be hosting a TAAF Circuit Meet at Flower Mound High School on Saturday, June 17th. These are very popular meets and bring several thousand visitors to our Town.
- Dead trees were removed and stumps were ground down on the south side of The Hound Mound. Mulch was added to the mulch area.
- Six replacement trees were planted on the 1171 right-of-way.
- Gaston Park will be receiving a new 30' by 10' backstop that will replace the backstop that had been recently deemed unsafe and had been removed. Staff estimates the project to begin around the middle of June.
- On Tuesday, July 4, 2017 the Town will host the Independence Fest. The Children's Parade will start at Easton and lineup begins at 9:30 a.m. and the

parade will start at 10 a.m. The CAC will hold a Splashtacular after the parade. At 5 p.m. the festival at Bakersfield Park will begin and will finish with a fireworks show.

**Kari Biddix, Park Development Manager** reported the following:

- Pink Evening Primrose Trail – Segment 1 is currently in design.
- The Rheudasil, Wilkerson, and Cortadera Park Pond Dredging and Bank Stabilization project bid will be opening June 21st.
- Heritage Park Phase 3 construction will begin June 5th, 2017.
- Heritage Park Phase 4 design will be complete in September and bids will go out in October/November.
- Twin Coves Park will be complete this month.
- The new playground construction Gaston Park, Glenwick Park, and Grove Park has started.

## G. CONSENT AGENDA

**1. Consider approval of minutes from a regular meeting of the Parks Board held on May 4, 2017.**

**Board Deliberation**

Board member Handren moved to approve the minutes of a regular meeting of the Parks Board held on May 4, 2017. Board member Kenyon seconded the motion.

**VOTE ON THE MOTION**

**AYES: Kelly, Thomason, Kenyon, Johnson, Watkins, Handren**
**NAYS: None**

## H. REGULAR ITEMS

**2. Consider approval of a request from Dallas Athletes, Inc. to hold a sanctioned triathlon event at the Community Activity Center and Gerault Park on Sunday, April 8, 2018.**

**Staff Presentation**
Michael Davenport – CAC Manager

**Dallas Athletes Representatives**
Russ Jackson and Dan Jones

**Board Deliberation**

**VOTE ON THE MOTION**

**AYES: Handren, Watkins, Johnson, Kenyon, Thomason, Kelly**
**NAYS: None**

**I. CLOSE REGULAR MEETING**

**J. CALL WORK SESSION TO ORDER**

**K. WORK SESSION ITEMS**

**3. Review and discus a recommendation of park projects for FY 2019-2022 to be incorporated in the Town's Five Year Capital Improvement Projects list.**

**Staff Presentation**
Gary Sims – Executive Director of Community Services
Chuck Jennings – Director of Parks and Recreation

**4. Review and discussed appointment of a Parks Board Committee whose charge is to make a recommendation regarding a name for the 4.8 acre park property located adjacent to the Flower Mound Public Library**

This item was tabled.

**L. CLOSE WORK SESSION**

**M. RECONVENE REGULAR MEETING**

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

- The next Parks Board Special Meeting is scheduled for July 13, 2017.

**O. ADJOURNMENT**

Board Member Johnson made a motion to adjourn the meeting. Board member Watkins seconded the motion.

Chair Gloria Jones adjourned the Regular Meeting at 7:40 p.m.

**TOWN OF FLOWER MOUND, TEXAS**

**Gloria Jones, Chair**

**ATTEST:**

**Jade Olson, ADMINISTRATIVE SECRETARY**

# Parks Board
# AGENDA ITEM NO. 2

**DATE:** July 13, 2017

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

**ITEM:** **Consider approval of a request from Humane Tomorrow to hold Fido Fest 2017 at Westchester Park.**

**Background Information:** Humane Tomorrow formerly known as the Flower Mound Humane Society is requesting permission from the PALS Board to hold Fido Fest 2017 on Saturday, October 7, 2017, at Westchester Park.

Fido Fest will be a full day of activities and games for dogs and their owners. Event objectives include:

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

The last nine Fido Fest events were held at Westchester Park and all the events were an overwhelming success for the organizers. The PALS Board unanimously approved the previous events. Fido Fest 2016 was approved by the PALS Board on June 2, 2016.

The Humane Tomorrow is a non-profit 501(c)3, all volunteer organization. They have been serving the Flower Mound community since 1997.

**Fiscal Impact:** N/A

**Legal Issues:** 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. Article II titled Park Regulations states:

Sec. 54-72. Enumeration of prohibited acts

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

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

# Parks Board
# AGENDA ITEM NO. 2

**Attachments:**
1. Request letter and proposed schedule from Stacy Smith, Humane Tomorrow
2. Tentative Event Schedule

**Recommendation:** Move to approve a request from Humane Tomorrow to hold Fido Fest 2017 at Westchester Park.

HUMANE TOMORROW

Respect • Responsibility • Compassion

June 7, 2017

Chuck Jennings
Flower Mound Parks and Recreation

Dear Mr. Jennings,

Humane Tomorrow (formerly Humane Society of Flower Mound) would like permission to hold "Fido Fest 2017" on Saturday, October 7, 2017 at Westchester Park in Flower Mound.

Since 1997, Humane Tomorrow has given hope to thousands of homeless, abused, and unwanted animals in Flower Mound and the surrounding communities by providing spay/neuter programs, adoption opportunities, and education to the public about animal welfare. As an all-volunteer, 501c3 organization, we rely heavily on contributions and support from individuals, companies, organizations, and grants.

There will be three main areas of activity at the event: a main DJ area (no physical stage set up), a demonstration area for Frisbee dogs, K9 Officer, Search-and-Rescue demonstrations, etc., and a booth/concessions area where local businesses will set up tents and booths to interact with the community.

The dog walk will take place on the existing trails and sidewalks and at no time will it impede traffic. "Pooper scoopers" will be on hand both on the walk and at the event to ensure clean-up and make sure the park is in the same condition that it was prior to the event.

All registered participants in the event are expected to provide proof of rabies vaccination and keep their dogs on leash at all times. The exception to this would be dogs involved in the demonstrations who are used to performing off-leash in public.

If you have questions, please feel free to contact me at 817-692-6627 or email fidofest@humanetomorrow.org.

Sincerely,

Stacy Smith
Executive Director
Humane Tomorrow

# Fido Fest 2017 - Tentative Event Day Schedule

We are planning for Fido Fest to be a day of activities and games for dogs and their owners. The day will begin with a 1 mile dog walk through the trails and surrounding neighborhoods of Westchester Park. After the dog walk, we will have activities, games and contests for owners to participate in with their pets such as “dog races” and costume contests. We will also have demonstrations of activities that dogs and their owners can get involved in together such as agility, Frisbee and obedience, as well as visits from professional working dogs.

The day’s events will be largely educational. We will be inviting Flower Mound Animal Services to conduct on-site pet registration, to encourage local citizens to register their animals, in compliance with local licensing laws, as well as Keep Flower Mound Beautiful and the Lend a Hand program and various other community organizations to table the event. Humane Tomorrow will have booths that focus on our low cost spay/neuter program, animals we have available in our program, education, volunteer opportunities and membership information. Other local animal-oriented groups will be on hand to provide information and education about the many ways in which pets touch our lives.

Event Objectives:

1. To raise awareness about the problems of homeless dogs and cats and how it affects our community today.
2. To raise funds to cover the needs of rescued dogs and cats brought into our program, such as medical treatment and food.
3. To create a venue where dog owners can enjoy a day with their canine companions.

Anticipated Attendance: 300+ walkers, spectators and browsers
Date: Saturday, 10/7/2017 8am-2pm

Anticipated Schedule:

8:00 Vendor & Information Booths Set up
9:00 Dog walk registration, T-Shirt, bandanna & goodie bag pick-up
10:00 Dog walk begins
10:30 Vendor/Concessions/Information booths open to all
11:00 Demonstrations begin (15 minute increments: K9 dog, Search One demo, Agility & Frisbee demos)
12:00 Contests begin (Best owner/dog look alike contest, stupid pet tricks contest, best dressed, etc.)
1:00 Grand prize raffle drawings
2:00 Event ends & clean up begins

Cost to public: $25 Early Registration Fee or participants may gather sponsors
$30 Registration day of event
$1 fee for raffle tickets
Free General Admission

# PARKS BOARD
# AGENDA ITEM NO. 3

**DATE:** July 13, 2017

**FROM:** Matt Chutchian, Athletics Supervisor

**ITEM:** **Consider approval of a request from the Flower Mound High School Cross Country Booster Club to sell concessions and merchandise at their annual cross country meet at Gerault Park.**

**Background Information:** The Flower Mound High School Cross Country Booster Club is requesting permission from the Parks Board to sell concessions and merchandise at their annual cross country meet on Saturday, September 16, 2017, at Gerault Park. The event will take place on the morning of Saturday, September 16, 2017, between the hours of 6:00 a.m. and 12:00 p.m. It is anticipated that there will be 20 teams from the DFW area with over 800 individuals participating in the event. The event consists of both female and male runners at the middle school, junior varsity, and varsity levels.

The Flower Mound High School Cross Country team has offered meets from 2007 - 2016 at either Bakersfield or Gerault Park, and all of the meets were an overwhelming success for the school. The FMHS Booster Club is requesting permission from the Parks Board to sell merchandise (t-shirts) and pre-packaged concession items (Peanuts, Granola bars, sports drinks, etc.) to help off-set the costs, as well as to provide continued support of the team. The FMHS Booster Club is a non-profit 501(c)3, all volunteer organization.

**Fiscal Impact:** N/A

**Legal Review:** According to Chapter 54 of the Town's Code of Ordinances, the Parks Board has the sole authority to approve the charging of fees or to solicit donations or contributions for any activity on park property. Article II titled Park Regulations states:

Sec. 54-72. Enumeration of prohibited acts

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

A Certificate of Liability Insurance from the Lewisville Independent school District (LISD) will be required before the meet takes place.

**Attachments:**
1. Proposed Cross Country Course Layout

# PARKS BOARD
# AGENDA ITEM NO. 3

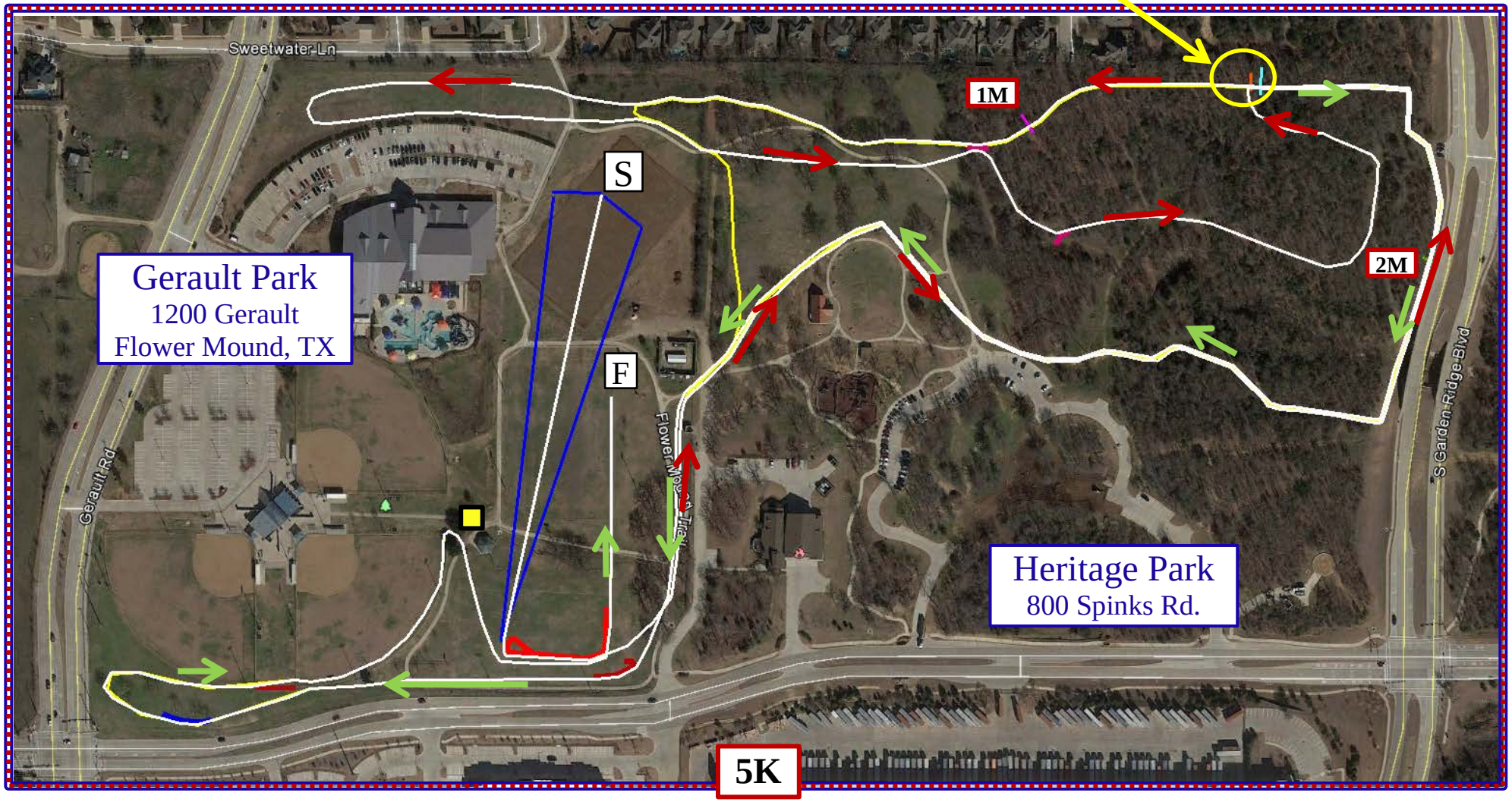
**Recommendation:** Move to approve a request from the Flower Mound High School Cross Country Booster Club to sell concessions and merchandise at their annual cross country meet at Gerault Park.

Attachment 1

# 2016 Flower Mound HS CC Invitational

## 17 September 2016

Overlap Occurs at: 0.9 mile mark with 1.85 mile mark. (~0.9 mile apart)
Intersect if: 1st boy runs 5:00 min/mile, & Last boy runs 10.5 / mile
Intersect if: 1st Girl runs 6:00 min/mile and Last Girl runs 12:24/mile




5.1 Km as shown

Out →
Back →

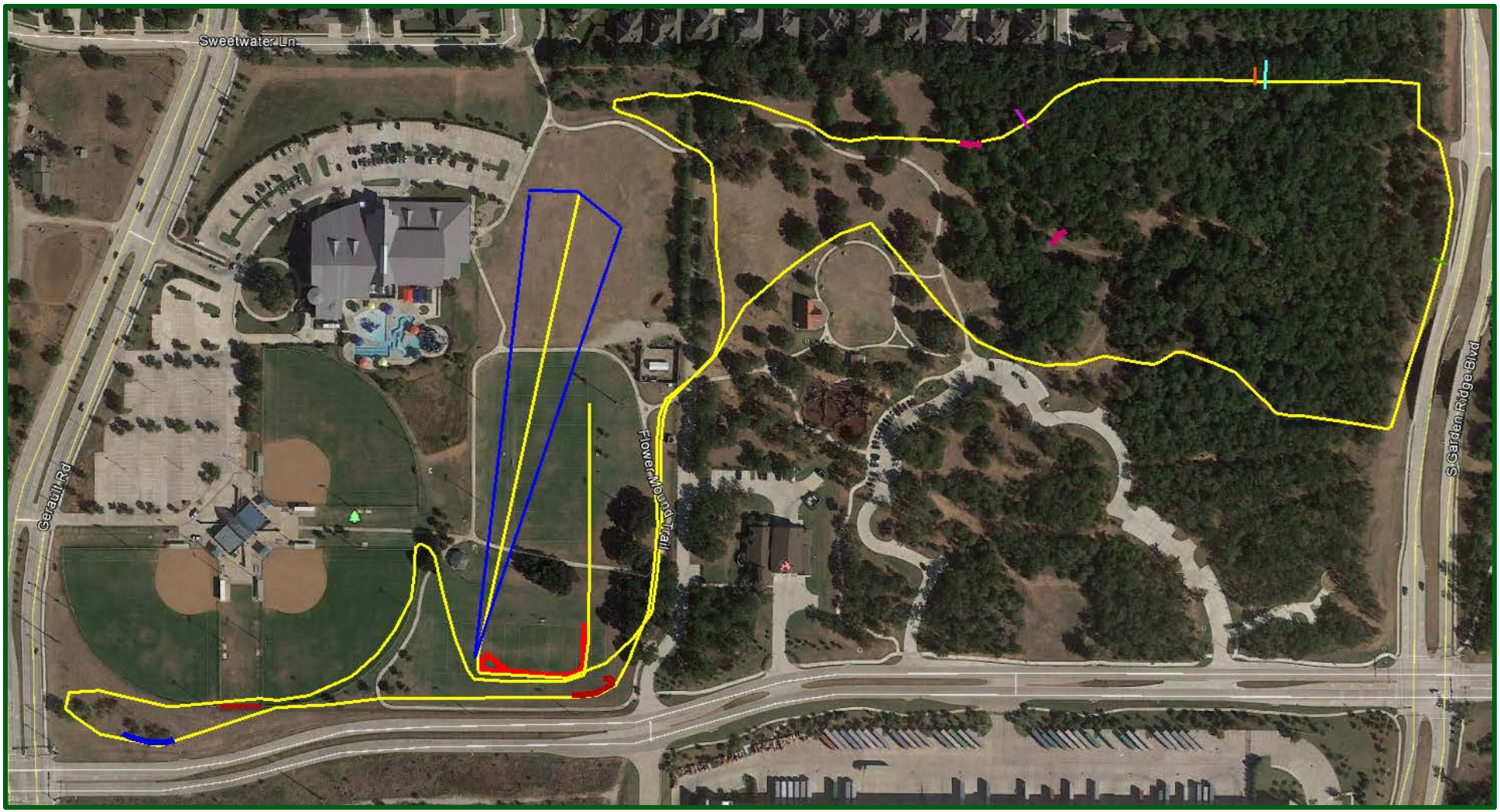
# 2016 Flower Mound HS CC Invitational

## 17 September 2016

No worries on overlap

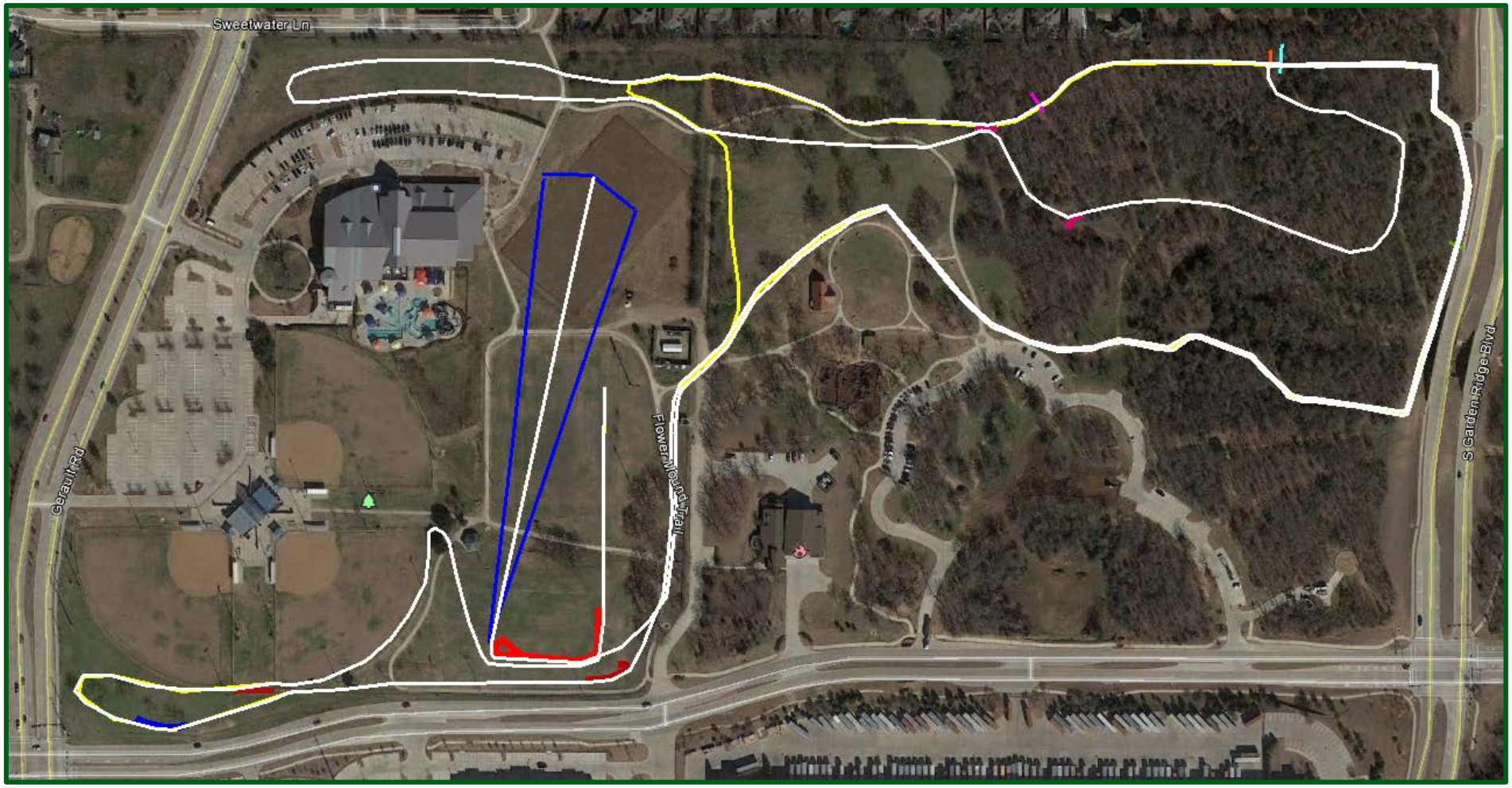
2.0 Miles as shown

**2M**



# 2016 Flower Mound HS CC Invitational

## 17 September 2016

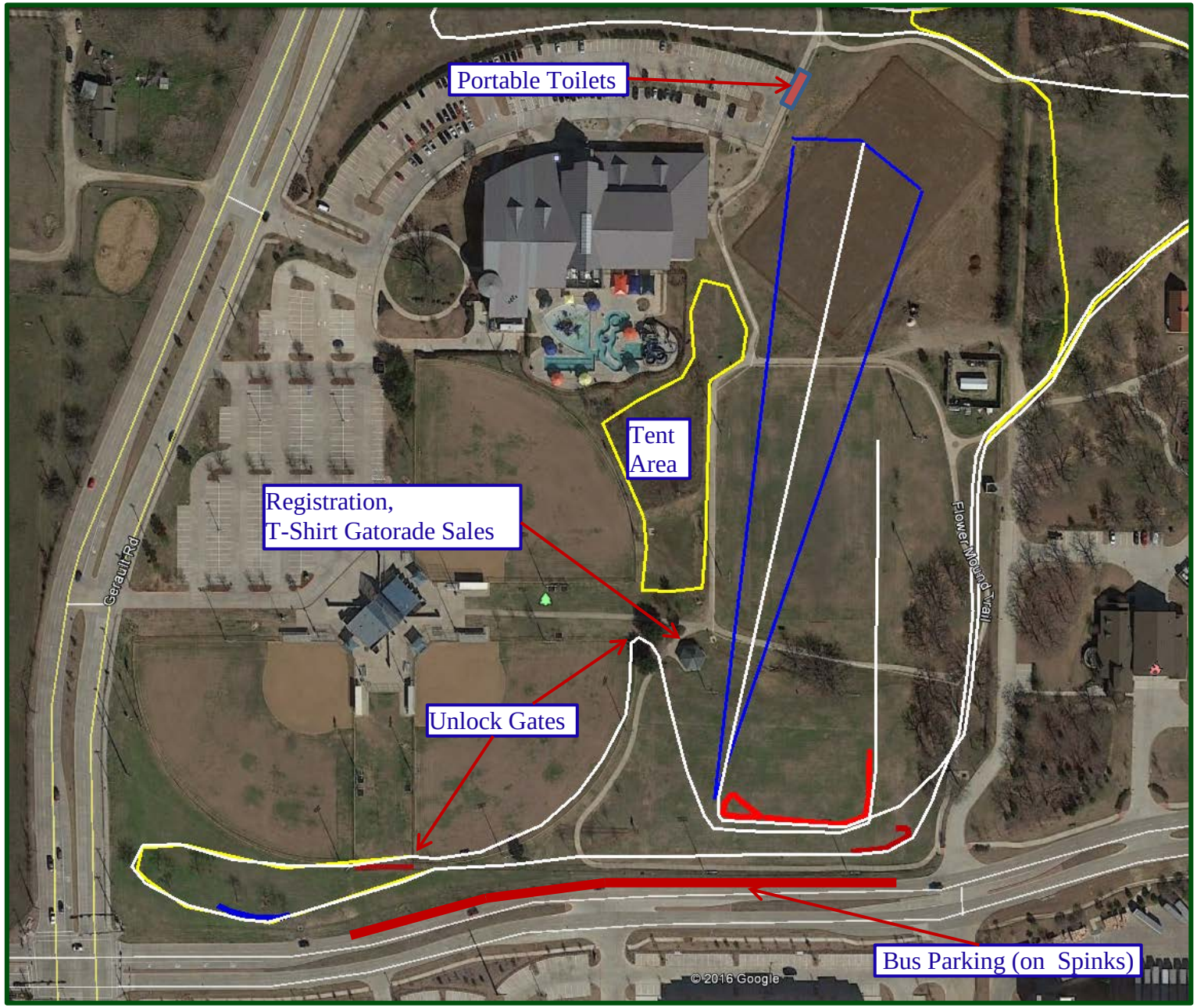



Courses overlapped

**2M & 5K**

# 2016 Flower Mound HS CC Invitational

## 17 September 2016



# PARKS BOARD
# AGENDA ITEM NO. 4

**DATE:** July 13, 2017

**FROM:** Matt Chutchian, Athletics Supervisor

**ITEM:** **Consider recommending approval for Town Manager consideration a Youth Sports Facility Agreement with the Flower Mound Youth Sports Association from September 1, 2017 through August 31, 2022.**

**Background Information:** FMYSA has been serving the baseball / softball community in Flower Mound since 1989. They are one of the largest baseball and softball organizations in North Texas. FMYSA is governed by a 7-member board, elected to 2-year volunteer terms. The Board is supported by two paid positions, plus a group of volunteer directors and league administrators who oversee the teams and daily responsibilities to ensure the league operates smoothly.

FMYSA provides opportunities for the multiple levels of baseball and softball play within our community. In softball, FMYSA offers a recreational league to youth ages of 5 – 18 years and a select program to youth between the ages of 8 - 18. In baseball, FMYSA offers a large recreation league that accepts children with any skill and experience level, for youth from 3 -18 years of age. FMYSA also provides select teams offering a range of play for youth 9U and older, from AA, AAA, to Major divisions. League games are played at Bakersfield Park, Glenwick Park, Jake's Hilltop Park, Tiger Field and Gerault Park in Flower Mound.

The proposed agreement with the Flower Mound Youth Sports Association (FMYSA) outlines the use of Town sports facilities from September 1, 2017, through August 31, 2022. 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, FMYSA has complied with the parameters set forth in the current agreement that was approved by the Town Manager in August of 2012. The agreement can be terminated with or without cause by either party by giving 30 days written notice to the other party.

**Fiscal Impact:**

| | |
|---|---|
| **Revenue Source:** | Participation/user fees collected from the Flower Mound Youth Sports Association based upon the number of participants playing baseball / softball per Ordinance 87-02. |
| **Projected Receipts/Collections:** | Approximately $16,000 will be collected annually for leagues, clinics, skills and training sessions, and camps. |
| **Proposed Use/Purpose:** | The revenue collected will be deposited into the General Fund 100-4344, Athletic Participation-Field Rental, and will help offset maintenance and operational costs. |

# PARKS BOARD
# AGENDA ITEM NO. 4

**Legal Review:** The proposed agreement will be reviewed by the Town's Attorney prior to approval by the Town Manager.

**Attachments:**

1. Proposed Youth Sports Facility Agreement
2. Request For Proposal

**Recommendation:** Move to approve for Town Manager consideration a Youth Sports Facility Agreement with the Flower Mound Youth Sports Association from September 1, 2017 through August 31, 2022.

**TOWN OF FLOWER MOUND**

**PARKS AND RECREATION DIVISION**

**YOUTH SPORTS FACILITY AGREEMENT**

This Agreement is entered into on this the __ day of August, 2017, between the Town of Flower Mound Parks and Recreation Division ("TOWN"), and the Flower Mound Youth Sports Association ("ORGANIZATION") by and through its authorized representative for the following TOWN owned or leased baseball and softball facilities: Jake's Hilltop Park, Glenwick Park, Wilkerson Field, Gerault Park, Bakersfield Park, Gaston Park, Tiger Field, Prairie Trail Park, Colony Park, Shadow Ridge Park, Forest Vista Elementary School, and Westchester Park. Other facilities may be added to this Agreement upon approval of the TOWN.

**THE PARTIES HEREBY AGREE TO THE FOLLOWING:**

## I. Term

The term of this Agreement shall be from September 1, 2017 through August 31, 2022.

## II. Contact Person(s)

1. ORGANIZATION:

   A. President: Jeff Nelson

      Address: 6101 Long Prairie Road Suite 744-164

      Flower Mound, TX 75028

   B. Executive Vice-President: Kevin Roberson

      Address: 6101 Long Prairie Road Suite 744-164

      Flower Mound, TX 75028

C. Any designee appointed by the foregoing. The ORGANIZATION shall notify TOWN of the names of all designees in writing.

2. TOWN:

A. Gary Sims, Executive Director of Community Services

B. Chuck Jennings, Director of Parks and Recreation

C. Any designee appointed by the foregoing. The TOWN shall notify ORGANIZATION of the names of all designees in writing.

**III. Obligations of ORGANIZATION**

ORGANIZATION agrees to:

1. Have published bylaws that provide for the election of board members and officers, as well as overall governance of the ORGANIZATION.
2. Submit to the TOWN, prior to the beginning of each baseball and softball season, the following:

A. List of current officers and board members with mailing addresses, phone numbers, and email addresses. The TOWN is to be notified of any changes within two (2) weeks of appointment.

B. Current bylaws for ORGANIZATION.

C. Constitution and/or bylaws of any governing organization (if applicable).

D. Proposed usage dates for each baseball and softball season and registration fees.

E. Calendar of events including league and non-league related games, practices, clinics, tournaments, skills and training sessions, camps, etc.

F. Anticipated number of participants and teams formed.

G. Proposed rules governing league and tournament play.

H. Tentative schedules for both recreational and competitive/select leagues.

3. Prior to each season, schedule and meet with the TOWN to discuss scheduling, league format, facility needs, maintenance requirements, etc.
4. Appear before the Parks Board on an annual basis to give a report of the ORGANIZATION'S operations.
5. 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. Participation/facility usage fees shall be due and owing no later than sixty (60) days after the conclusion of the last regularly scheduled game of such season. If requested, supporting documentation for participation/facility usage fees, such as individual participant names and city of residence, shall be made available to the TOWN no later than fifteen (15) business days from the date of request. (Resident status shall be determined based on residency within the corporate city limits of the TOWN.)
6. Be responsible for the collection and remittance to the TOWN of all fees related to any additional clinics, skills and training sessions, and camps that are conducted during or outside the normal scope of activities. The parties have conducted negotiations and as a result of these negotiations agree that 10% of the gross revenues received for all these types of clinics, skills and training sessions, and camps is a just and reasonable fee to be paid to the TOWN. The payment schedule for clinics, skills and training sessions, and camps (collectively “Services”) under this paragraph, as requested by the TOWN, is as follows: ORGANIZATION will pay the TOWN a lump sum payment for Services

within 45 days after the last day of each clinic, skills and training session, and/or camp, as applicable.

7. ORGANIZATION will from time to time be permitted by TOWN to offer FMYSA sponsored or hosted tournaments ("Tournaments") in addition to Services to be provided under this Agreement, so long as a TOWN owned or leased baseball and softball facility is available. In the event that a tournament is not sponsored or hosted by ORGANIZATION, although FMYSA could be a participant in the event, the host or sponsor shall enter into a rental permit with Town. The tournament and tournament field rental fee ("Tournament Fee") shall be governed by applicable TOWN ordinance. No event which is not sponsored or hosted by FMYSA shall be provided by FMYSA under this Agreement.
8. Acknowledge 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 ORGANIZATION'S operations. TOWN and ORGANIZATION will work cooperatively on mutually acceptable survey language. The results of the surveys will be shared with the ORGANIZATION to ensure parent and participant satisfaction and shall be made public at a regularly scheduled Parks Board meeting. Consequently, in an effort to protect the identity of juveniles to the greatest extent permitted by law, in the event TOWN determines to undertake a survey, ORGANIZATION will provide its participant data base to a mutually agreed upon Mailing House whereby a survey can be conducted at the TOWN'S expense.

9. At a minimum, convene four board meetings annually. ORGANIZATION shall make a good faith effort to publicly advertise scheduled board meetings on ORGANIZATION'S website.
10. Ensure fiscal responsibility by establishing and operating according to generally accepted accounting principles and practices. All income derived from the use of TOWN owned or leased facilities under this Agreement shall be used solely to defray costs and expenses of legitimate activities. If requested, ORGANIZATION agrees to make available proof of financial responsibility by providing the same financial and budgetary information supplied to the Internal Revenue Service (IRS) to its membership and the TOWN no later than fifteen (15) business days from the date of request.
11. Supervise all TOWN owned or leased facilities and equipment under this Agreement to ensure their proper use during all scheduled activities. This includes liability for any damages incurred by the ORGANIZATION to TOWN owned or leased property during scheduled activities, excluding normal wear and tear. If requested, TOWN owned equipment shall be returned to the TOWN no later than fifteen (15) business days from the date of request.
12. Encourage staff, coaches, volunteers, and agents to conduct themselves as positive role models exemplifying proper sportsmanship, cooperation, and appropriate behavior. The ORGANIZATION 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 ORGANIZATION directly overseeing children. Background checks are valid for a one year period. ORGANIZATION agrees to obtain background checks from an investigation company that is licensed by the Texas

Commission on Private Security pursuant to Chapter 1702 of the Texas Occupations Code.

13. 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). ORGANIZATION may develop its 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. ORGANIZATION is encouraged to provide additional educational resources for coaches to assist them in providing the best possible youth sports experience for each child. The ORGANIZATION shall keep updated records of certified coaches and, if requested, submit a list of all coaches with certifications to the TOWN no later than fifteen (15) business days from the date of request.
14. Develop a code of conduct with an enforcement plan and communicate requirements to coaches, parents, participants, and spectators. All coaches, parents, and participants must sign a copy of the ORGANIZATION'S Code of Conduct.
15. Have a formal published grievance/dispute resolution process in place whereby complaints and concerns can be properly heard and addressed. Disputes within the ORGANIZATION should be settled by the ORGANIZATION'S grievance/dispute resolution process, not the TOWN. Disciplinary matters concerning players, spectators, officials, etc., will be in accordance to the ORGANIZATION'S established policies and procedures and not subject to review by the TOWN. If requested, ORGANIZATION

will inform the TOWN of disciplinary matters and the reasons therefore no later than fifteen (15) business days from the date of request.

16. Ensure both the Code of Conduct and the grievance/dispute resolution process conforms to the National Alliance for Youth Sports (NAYS) standards as a minimum (or equivalent).
17. Ensure adult supervision is present in an official capacity for every league or non-league tournament game, clinics, skills sessions, and camps.
18. Not engage in any business in TOWN owned or leased facilities or do anything in connection therewith which shall be in violation of any existing state or federal law, TOWN ordinance, or use the same in such manner as to constitute a nuisance. The TOWN reserves the right to exclude any individual or group from TOWN owned or leased facilities based on conduct which it determines in its discretion to be objectionable or contrary to TOWN interests.
19. Encourage all league administrators, coaches, and volunteers to take CPR/First Aid training and to carry mini first aid kits for the treatment of cuts and scrapes.
20. Adopt a non-discrimination policy that ensures participation for all youth regardless of race, creed, sex, economic status, or athletic ability.
21. Develop balanced teams within recreational leagues through the team selection process. Recreational teams shall not be scheduled to play select or competitive teams unless both teams agree to the game.
22. Provide Saturday, Sunday, and holiday field maintenance to include preparation of infield areas and lining of fields.
23. Assist with the clean-up of all litter in the dugouts and bleacher areas.

## IV. Obligations of TOWN

TOWN agrees to:

1. Authorize ORGANIZATION to be the youth baseball and softball provider for the TOWN. Thus, during the period of February 1 to July 31 and August 15 to November 30, ORGANIZATION shall have the right to use TOWN owned or leased baseball and softball facilities, as assigned by TOWN, during ORGANIZATION'S regular spring and fall season, league playoffs, league tournaments, and make-up games. At any time TOWN owned or leased baseball and softball facilities are not being utilized by the ORGANIZATION, TOWN may assign such facilities to other parties.
2. Schedule block time periods to the ORGANIZATION during the periods noted previously. It will be the ORGANIZATION'S responsibility to schedule all league games and practices. During the off-season period of December 1 to January 31 and August 1 to August 14, TOWN will schedule all TOWN owned or leased baseball/softball facilities in accordance with the TOWN'S Sports Field Reservation/Allocation and Use Policy.
3. Make decisions on field closures due to inclement weather or unplayable field conditions. Decision will be made by 3:00 p.m. on weekdays and by 7:00 a.m. on weekends and communicated to the ORGANIZATION. Decisions by the TOWN are final.
4. Promote the ORGANIZATION'S programs including delivering league registration forms to appropriate Flower Mound schools for distribution, advertisement in the utility billing bulletin on a space available basis, TOWN'S website, divisional brochures, press releases, REACH TV and FMTV. TOWN will answer telephone calls and emails

requesting ORGANIZATION information and refer interested parties to the ORGANIZATION when necessary.

5. Drag and line infields on weekdays, weather permitting, for regularly scheduled spring and fall league games, league playoffs, league tournaments, and make-up games.
6. Provide restrooms or port-a-lets for regularly scheduled spring and fall league games, league playoffs, league tournaments, and make-up games.
7. Provide information to ORGANIZATION for distribution at coaches meeting on how to handle severe weather situations at league games, league tournaments, skills sessions, clinics, camps, and practices when requested.

**V. Indemnification**

ORGANIZATION assumes all liability and responsibility for and agrees to fully indemnify, hold harmless and defend the TOWN, and its officers, agents, servants and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, for injury to or death of a person or damage to property, arising out of or in connection with, directly or indirectly, the performance, attempted performance or nonperformance of the services described hereunder or in any way resulting from or arising out of the management, supervision, and operation of the program and activities of the ORGANIZATION. In the event of joint and concurring responsibility of ORGANIZATION and TOWN, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with Texas Law, without waiving any defense of the parties under Texas Law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

## VI. Insurance

ORGANIZATION shall obtain public liability insurance of the types and in the amounts set forth below from an underwriter licensed to do business in the state of Texas. ORGANIZATION shall furnish TOWN with certificates of insurance or copies of the policies, evidencing the required insurance on or before the beginning date of this Agreement. ORGANIZATION agrees to submit new certificates or polices to TOWN on before the expiration date of the previous certificates or policies. The insurance shall be the following types in amounts not less that indicated:

1. Commercial General (Public) Liability or its equivalent, including $500,000 each person, $1,000,000 each occurrence, and property damage $250,000 per occurrence of $1,000,000 combined single limit for bodily injury and property damage.
2. On all insurance required, ORGANIZATION shall require insurance providers to:
    A. Name TOWN, and their officers and employees, as additional insureds.
    B. Provide 30 days written notice to TOWN of any material change to or cancellation of the insurance.

## VII. Assignment and Delegation

Neither party shall assign or delegate the rights or obligations under this Agreement without the prior written consent of the other party.

## VIII. Severability

In the event that one or more of the provisions contained in this Agreement for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of this Agreement shall be construed as if such invalid, illegal or unenforceable

provision had never been contained herein, but shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

**IX. Default**

In the event of any dispute regarding this Agreement or the terms contained herein, the parties hereto agree that they shall submit such dispute to non-binding mediation.

**X. Termination**

This Agreement may be terminated with or without cause by either party by giving thirty (30) days written notice to the other party. Should the end of the termination notice occur during the season noted herein, said termination will be effective at the conclusion of the current season.

**TOWN OF FLOWER MOUND:**

_____
Jimmy Stathatos, Town Manager

**FLOWER MOUND YOUTH SPORTS ASSOCIATION:**

_____
Jeff Nelson, President

**ATTEST:**

_____
Theresa Scott, Town Secretary

# FMYSA Baseball / Softball
# Youth Sports Facility Renewal Proposal

*Presented to:*

The Town of Flower Mound
Parks & Recreation
Flower Mound, Texas

June 1, 2017

*Presented by:*

Flower Mound Youth Sports Association

Jeff Nelson– President
Kevin Roberson– Executive Vice President

# Proposal to Renew Youth Sports Agreement

Flower Mound Youth Sports Association (FMYSA), a Texas nonprofit corporation, proposes to renew its Youth Sports Facility Agreement with the Town of Flower Mound.

FMYSA has worked with the Town of Flower Mound since 1989, providing baseball and softball opportunities for youth in the Flower Mound community. FMYSA is run by volunteers in the community, and has grown to be one of the largest baseball and softball organizations in North Texas and, as we understand, in the State of Texas.

FMYSA provides opportunities for the multiple levels of baseball and softball play within our community. In softball, we offer a recreational league to our membership between the ages of 5 – 18 years, and a select program for our youth between the ages of 8 - 18. In baseball, we offer a large recreation league that accepts players with any skill and experience level, for kids from 3 -18 years of age. Efforts are made to group kids according to skill level when possible. An attempt is also made to group kids according to school within those skill levels, if possible. FMYSA participates in interlock play with surrounding recreation associations, in cases where it is justified. The league also sanctions a number of select baseball teams, offering a range of play for kids 8U and older … from AA, to AAA, to Major.

Most select teams play through the Texas Elite Baseball Association, TEBA, which allows teams to play against teams in neighboring communities such as Lewisville, Highland Village, Grapevine, Coppell, and many others, while allowing the kids to play against "like" talent levels.

Further information on FMYSA, including a copy of our Bylaws (updated 5/2012) and league rules, is available on our website, www.fmysa.com.

# About FMYSA

FMYSA is governed by a 7-member board, elected to 2-year volunteer terms. The Board is supported by two paid positions, plus a group of volunteer directors and coaches. The two paid positions are subsidized by AAYBA tournament income, and those positions allow FMYSA to operate the most efficient and affordable recreation league in the metroplex.

## Board of Directors:

| | | |
|---|---|---|
| President | Jeff Nelson | 972-880-2055 |
| Exec Vice Pres | Kevin Roberson | 972-877-0565 |
| Sec'y / Treasurer | Kevin Westdyk | 972-989-4708 |
| VP-Recr Baseball | Craig Brown | 614-561-2669 |
| VP-Select Baseball | Jeff Castellanos | 469-964-7000 |
| VP-Recr Softball | Matt Jordan | 214-516-9280 |
| VP-Select Softball | Jack Fultz | 214-557-7722 |

**Paid Staff:**

| | | |
|---|---|---|
| Admin Assistant | Amy Burwell | 972-955-7328 |
| General Manager | Tracy Black | 214-538-7755 |

## Directors:

**League-Wide:**

Grievance- Chuck Berneche
IT - Ben Jordan
Scheduler - Jeff Castanellanos

**Softball:**

| | |
|---|---|
| 6U | Allan Fiaconne |
| 8U | Kerry Hicke |
| 10U | Kerry Hicke |
| 12U | Alan Fiaconne |
| 14U | Alan Fiaconne |

**Baseball:**

| | |
|---|---|
| 4U | Zach Distel |
| 5U | Chad Edlein |
| 6U | Scott Byrson |
| 7U | Carlos Benavides |
| 8U | Mark Short |
| 9U | John King |
| 10U | David Zappasodi |
| 11U/12U | David Mayor |
| 13U-14U | Danny Lee |
| Rattlers | Kevin Martens |

| | Recreation | | | | Select | | | | Total | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Spring 2016 | | Spring 2017 | | Spring 2016 | | Spring 2017 | | Spring 2016 | | Spring 2017 | |
| | Teams | Players | Teams | Players | Teams | Players | Teams | Players | Teams | Players | Teams | Players |
| 4U | 9 | 108 | 8 | 98 | | | | | 9 | 108 | 8 | 98 |
| 5U | 9 | 109 | 8 | 98 | | | | | 9 | 109 | 8 | 98 |
| 6U | 11 | 130 | 9 | 111 | | | | | 11 | 130 | 9 | 111 |
| 7U | 12 | 135 | 10 | 119 | | | 1 | 11 | 12 | 135 | 11 | 130 |
| 8U | 12 | 149 | 12 | 142 | 2 | 25 | 2 | 23 | 14 | 174 | 14 | 165 |
| 9U | 10 | 119 | 8 | 92 | 2 | 20 | 3 | 33 | 12 | 139 | 11 | 125 |
| 10U | 6 | 67 | 6 | 65 | 2 | 22 | 3 | 33 | 8 | 89 | 9 | 98 |
| 11U/12U | 8 | 93 | 7 | 81 | 7 | 77 | 7 | 74 | 15 | 170 | 14 | 155 |
| 13-18U | 5 | 54 | 4 | 46 | 6 | 62 | 6 | 64 | 11 | 116 | 10 | 110 |
| BB Total | 82 | 964 | 72 | 852 | 19 | 206 | 22 | 238 | 101 | 1170 | 94 | 1090 |
| 6U SB | 3 | 32 | 3 | 28 | | | | | 3 | 32 | 3 | 28 |
| 7U SB | | | | | | | | | | | | |
| 8U SB | 6 | 64 | 5 | 52 | | | | | 6 | 64 | 5 | 52 |
| 9U SB | | | | | | | | | | | | |
| 10U SB | 5 | 51 | 4 | 41 | | | | | 5 | 51 | 4 | 41 |
| 12U SB | 4 | 44 | 3 | 32 | 3 | 34 | 1 | 10 | 7 | 78 | 4 | 42 |
| 14U+ | 2 | 25 | | | 7 | 66 | 11 | 143 | 9 | 91 | 11 | 143 |
| SB Total | 20 | 216 | 15 | 153 | 10 | 100 | 12 | 153 | 30 | 371 | 27 | 306 |
| FMYSA | 102 | 1180 | 87 | 1003 | 29 | 306 | 34 | 391 | 131 | 1541 | 121 | 1396 |

# FMYSA Financials

## Fees for Spring 2017

| Baseball | | Softball | |
|---|---|---|---|
| | | 5 / 6U | $95 |
| 3U/4UTball | $50 | 7U | $95 |
| 5U | $90 | 8U | $110 |
| 6U | $90 | 9U | $110 |
| 7U | $95 | 10U | $110 |
| 8U | $100 | 11 / 12U | $110 |
| 9U | $120 | 13 / 14U | $110 |
| 10U | $120 | 15 / 16U | $110 |
| 11U | $120 | Select | $35 |
| 12U | $120 | | |
| 13 / 14 | $125 | | |
| 15 / 16 | $125 | | |
| Select 9U-12U | $100 | | |
| Select 13U+ | $100 | | |

# Tournaments and AAYBA World Series

FMYSA hosts a number of baseball and softball tournaments throughout the year including the AAYBA Texas World Series. Flower Mound and Bakersfield Park has become a very desirable location for teams to participate in tournament events. The well-run tournaments and the top-notch facilities are reasons for their continued participation. There are a number of benefits for FMYSA's hosting of these tournaments:

1) Funds to partner with TOFM to provide park improvements.
2) Funds to maintain additional staff throughout the recreation baseball/softball seasons. There have only been minimal registration fee increases to a few age groups during the previous 5-year agreement. Blastball and T-ball fees have actually decreased during that period in order to attract young ballplayers.
3) Provide a local "home-field" option for our sanctioned teams to play.
4) Provide summer employment for 40+ Flower Mound youth through concessions and tournament operations.
5) Attract travel to the Flower Mound community and "showcase" our facilities.

**Any changes to the "Youth Sports Agreement" details may make it cost-prohibitive for FMYSA to host tournaments. If so, the above-listed benefits would possibly be eliminated.**

## FMYSA Tournaments

FMYSA hosts a number of tournaments which are run solely for the benefit of FMYSA. A number of these may be independent tournaments (or possibly other sanctioning bodies) for a nominal sanctioning fee in order to facilitate the marketing of these tournaments to a broader segment.

## AAYBA World Series

FMYSA currently has a contract with AAYBA to host a Texas World Series throughout the 2019 Season. This event brings 10,000 or more tourists to this area each summer and approximately $5-$10million in local area revenue. FMYSA and AAYBA would both like to agree to an extension of this contract following the acceptance of this TOFM proposal. An extension is only possible if the hosting costs that FMYSA incurs are kept to a minimum.

FMYSA takes it responsibilities to our kids very seriously, demonstrated through our efforts around training coaches and umpires, and in how we handle grievances.

## Coaches

FMYSA completes a **criminal background check** on all head coaches. A sampling of assistant coaches are also subject to these background checks each season.

All baseball coaches, and all recreation softball coaches, are required to complete a **coach certification** course through National Alliance of Youth Sports (NAYS), and to maintain current certification status. Select softball coaches are certified through Amateur Softball Association of America (ASA).

In addition to certification classes, which includes training on specific skills, FMYSA provides multiple opportunities to **train coaches**:

- Before each season, the league offers a New Coaches Clinic that introduces coaches to how to organize and run a team, and demonstrates the basic skills they should teach.
- In the Spring season, we have coordinated a free coaches clinic with local high school coaches.
- After the Fall Season, our select coaches put on a multi-session pitching clinic for coaches and players, teaching primarily 8U and 9U coaches and players how to pitch as well as how to coach pitching concepts to their players.
- FMYSA looks for other opportunities to train coaches and players. A number of coaches have participated in a mentoring program in which experienced coaches "mentor" new recreation coaches as they begin their coaching experience.

## Umpires

The largest individual cost (and source of complaints) for a baseball / softball organization is its umpires. Our contracted umpires are some of the best in the Metroplex. A number have worked games in Flower Mound since the opening of Bakersfield Park.

- YSO, led by George Lannan, provides umpires for our recreation and select baseball games. These umpires vary in age and experience levels, with the most experienced umpires working in the select baseball environment.
- Matt Jordan coordinates umpiring needs for our recreation softball games.

During our league seasons, we pay an average of $10,000 per week for umpire fees.

## Grievances

FMYSA maintains a Grievance Director, whose role is to identify, investigate, and remediate all grievances. Grievances may involve parents, coaches, officials, league staff, or players. As part of registering their child, parents and coaches must agree to a Parent's Code of Ethics created by NAYS. The Grievance Director ensures compliance with the Code of Ethics and with FMYSA rules.

After investigating a grievance, if someone is found to have committed an offense, the Grievance Director recommends punishment to the board, which can range from discussion or warning for mild offenses, to banishment from the league for severe offenses. The FMYSA Board determines the ultimate response to the behavior.

The following is taken directly off the www.fmysa.com website:

> *If I have a complaint about a Flower Mound Youth Sports Association board member, director, an umpire, a coach or a parent, what can I do?*
>
> *Flower Mound Youth Sports Association has implemented a grievance process to give a player, parent or coach a forum to have their complaint heard and acted upon, if warranted, by the grievance director and a neutral body (2 FMYSA Board members & Grievance Director). Specifically, if someone has a grievance, they are to submit their complaint in writing to Flower Mound Youth Sports Association within seven days of the event giving rise to the complaint. The grievance director will review the complaint, conduct an appropriate investigation, and make an appropriate response to the complaint. The grievance committee's decision is the final decision in all cases*

# Calendar

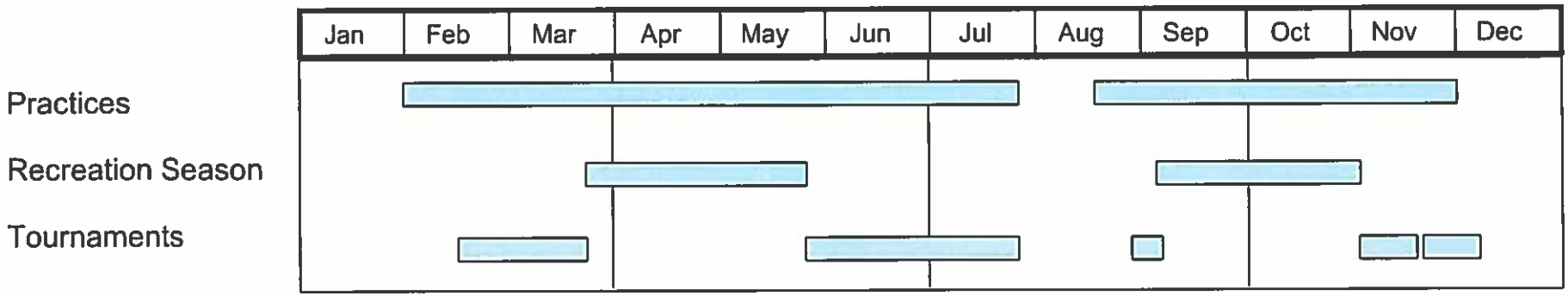
FMYSA operates two recreation seasons annually:

- Spring season is from March through May
- Fall season from September through October

In addition, FMYSA hosts baseball and softball tournaments on the fields before and after those seasons, as well as using the various fields for team practices. As a result, we would like to have the fields for scheduling during the following time periods:

- February 1 through July 31 for Spring season and tournaments
- August 15 through November 30 for Fall season and tournaments

In addition to the above dates, FMYSA has historically hosted a Toy Tournament in early November, proceeds from which are donated to charity, and we would like to have access to Bakersfield Park for that weekend only to hold this charitable event.



## Miscellaneous / Summation Proposal

**Park Conditions** – During the weekdays Monday through Friday, it is requested that the TOFM consult with FMYSA staff to determine playability. We propose that on the weekends (Saturday and Sunday), FMYSA will determine field conditions and playability. FMYSA will inform its membership by updating its Social Media (Facebook) and website accordingly.

**FM Lighted Park / Complex** – During the contracted timeframes, FMYSA Staff will be responsible for scheduling the lighting. The Parks / Complex affected will be Bakersfield, Wilkerson and Glenwick facilities. Since Gerault is used for Adult softball as well as youth activities, we would propose that FMYSA and TOFM work together to manage lighting at this complex.

**Pre-Season Meetings** – FMYSA proposes to meet a minimum of 2X per year with certain FMYSA board members and the TOFM Parks and Recreation Department. The forum should be a collaborative meeting prior to each season and discuss ways to improve our parks and youth sports programs.

**FMYSA Board Meetings** – FMYSA requests that someone from the TOFM or the Parks and Recreation Department attend at least one FMYSA Board meeting per year to address the membership and keep them apprised of Town activities that might impact the FMYSA membership.

**FMYSA Coaches Meeting** – FMYSA has a coaches meeting at the beginning of each season. The TOFM Parks and Recreation Department is invited and welcome to attend and participate in these meetings, but their presence is not mandatory.

**Negotiation of "Agreement" terms** – FMYSA requests that all terms of the "Agreement" be negotiated in good faith prior to TOFM approval.

**Summation** - FMYSA proposes to continue to run the Youth Baseball and Softball programs for the Town of Flower Mound. Should there be any reason to take a different direction, FMYSA would appreciate being notified as soon as possible. Consider this as our 5 year proposal in response to the Town's RFP. This proposal addresses the period which runs from September 2017 – August 2021

# PARKS BOARD
# AGENDA ITEM NO. 5

**DATE:** July 13, 2017

**FROM:** Matt Chutchian, Athletics Supervisor

**ITEM:** **Consider approval for Town Manager consideration a Concession Contract with the Flower Mound Youth Sports Association to provide the services of Concessionaire at the Bakersfield Park, Gerault Park, and Jake's Hilltop Park permanent concession buildings from September 1, 2017 through August 31, 2018, with a written renewal for up to four additional one year terms.**

**Background Information:** The Concession Contract will allow the Flower Mound Youth Sports Association (FMYSA) to manage and operate the Town-owned permanent concession buildings at Bakersfield Park located at 1201 Duncan Lane, Gerault Park located at 1200 Gerault Road, and Jake's Hilltop Park located at 4975 Timber Creek Road. The initial term of the contract will be from September 1, 2017 through August 31, 2018. The contract can be renewed for four (4) additional terms, consisting of one-year each, with prior written notice. The contract may be terminated with or without cause by either party by giving thirty (30) days written notice to the other party.

To date, FMYSA has complied with the parameters set forth in the current concession contract that was approved by the Town Manager on August 22, 2012. FMYSA is providing quality concessions and excellent customer service to the patrons that frequent the concession stands at Bakersfield Park, Gerault Park and Jake's Hilltop Park. Staff feels that a continuation of the concession contract will continue to help offset their registration costs, while at the same time providing jobs for area youth.

**Fiscal Impact:** N/A

**Legal Review:** The proposed agreement will be reviewed by the Town's Attorney prior to approval by the Town Manager.

**Attachments:**
1. Proposed Concession Contract

**Recommendation:** Move to approve for Town Manager consideration a Concession Contract with the Flower Mound Youth Sports Association to provide the services of Concessionaire at the Bakersfield Park, Gerault Park, and Jake's Hilltop Park permanent concession buildings from September 1, 2017 through August 31, 2018, with a written renewal for up to four additional one year terms.

**State of Texas**
**County of Denton**

# CONCESSION CONTRACT

This Contract is entered into by and between the Town of Flower Mound, Texas, herein referred to as "TOWN" and the Flower Mound Youth Sports Association, herein referred to as "CONCESSIONAIRE". For the consideration stated herein, the parties agree as follows:

I. The duties and responsibilities of CONCESSIONAIRE are as follows:

A. The term of this Contract shall be one year beginning on September 1, 2017 and terminating on August 31, 2018 ("Initial Term"). This Contract may be renewed for up to four (4) additional one-year terms ("Renewal Term") upon written request of CONCESSIONAIRE at least thirty (30) days prior to the expiration of the then current term, provided that TOWN has not otherwise notified CONCESSIONAIRE of its intent to (a) not renew this Contract or (b) terminate this Contract.

B. CONCESSIONAIRE shall provide food and beverage concessions at Bakersfield Park, 1201 Duncan Lane, Gerault Park, 1200 Gerault Road and Jake's Hilltop Park, 4975 Timber Creek Road. Other concession facilities may be added to this Contract upon approval of TOWN.

C. CONCESSIONAIRE shall provide TOWN with a yearly financial report pertaining to its operations under this Contract. The report shall include both revenues and expenses. TOWN reserves the right to require that the report be prepared by a certified public accountant at CONCESSIONAIRE's expense.

D. CONCESSIONAIRE shall submit for approval by TOWN, through the Executive Director of Community Services or his/her designee, a proposal for menu and pricing for each location served. CONCESSIONAIRE will obtain approval by TOWN for any price increases or changes to menu selections.

E. TOWN reserves the right to regulate the hours that concessions may be sold at concession buildings. CONCESSIONAIRE shall operate concessions at the Bakersfield Park, Gerault Park and Jake's Hilltop Park for all athletic leagues and tournaments sponsored or co-sponsored by TOWN. Concessions shall remain open until all games are completed or 10:00 p.m., whichever comes first. CONCESSIONAIRE shall coordinate hours of operation with the youth sports associations and TOWN.

F. CONCESSIONAIRE understands that representatives of the Parks and Recreation, Facilities Management, and Environmental Health Services Divisions may enter the concession buildings at any time to perform routine maintenance and/or conduct TOWN business.

G. No beverages may be sold in glass containers. The sale of any alcoholic beverage, or tobacco products is prohibited.

H. Any individual under eighteen (18) years of age working in a concession building must be under direct supervision of an adult. All concession operation employees must conduct themselves at all times in a manner acceptable to TOWN.

I. CONCESSIONAIRE shall operate the concession buildings in a clean, orderly, and legitimate manner in accordance with all Federal, State, County, and TOWN regulations governing food establishments. CONCESSIONAIRE shall also comply with all TOWN ordinances governing the use of park facilities. CONCESSIONAIRE shall be responsible for the sanitary condition of the walls, ceilings, floors, cabinets, doors, etc. on the inside of the concession buildings, and concession buildings shall be cleaned and sanitized after each use.

J. CONCESSIONAIRE will be required to comply with all provisions, rules, and regulations of the Environmental Health Division to be a permitted retail food establishment. This includes, but is not limited to securing all required yearly health permits, and required food handlers licenses before operations commence.

K. CONCESSIONAIRE shall be responsible for any damages outside of normal wear and tear to concession buildings caused by the CONCESSIONAIRE, its officers, agents, officials, and employees or other direct contractors. CONCESSIONAIRE will reimburse TOWN for any damages caused by the CONCESSIONAIRE, its officers, agents, officials, and employees or other direct contractors within thirty (30) days of damages being repaired by TOWN or its contractor.

L. CONCESSIONAIRE shall keep the area in and around the concession facility in a clean and sanitary condition. All trash and litter shall be disposed of in trashcans and dumpsters provided by TOWN. CONCESSIONAIRE shall empty all trashcans in and around the concession facility once full. All bulky trash material must be emptied directly into the dumpster so as to not overfill the trashcans.

M. CONCESSIONAIRE shall open and close the public restrooms at Bakersfield Park, Gerault Park and Jake's Hilltop Park and ensure that toilet supplies are stocked in the public restrooms in the absence of TOWN staff.

N. All wastewater or other by-products must be disposed of through the sewer system or in an appropriate, lawful manner. Waste shall not be placed in the sewer system if State and/or TOWN regulations prohibit such material being disposed of through the sewer system. Waste shall not be thrown on park grounds.

O. Consumption of alcoholic beverages, smoking, and use of any tobacco products is prohibited inside the concession buildings.

P. CONCESSIONAIRE will be responsible for supplying and maintaining any appliances, ice machines, refrigerators, freezers, or any other special equipment required for concession operations. All appliances must be commercial grade, NSF-approved. The Executive Director of Community Services or his/her designee must approve all above mentioned equipment prior to use.

Q. CONCESSIONAIRE understands that any physical changes or alterations to any concession building shall be made at the expense of CONCESSIONAIRE. No changes or alterations (including painting, etc.) shall be done without prior written approval of the Executive Director of Community Services or his/her designee.

R. CONCESSIONAIRE understands that no vehicle may be parked on park property other than in designated parking areas.

S. CONCESSIONAIRE understands that TOWN may enter into an agreement with a soft drink company for exclusive pouring rights at concession buildings which would obligate CONCESSIONAIRE to purchase, sell, and advertise applicable products from the selected soft drink company in accordance with any agreement.

T. CONCESSIONAIRE understands and agrees that the Parks and Recreation Division, Parks Board, and/or the Town Council may award concession rights to other parties, at the exclusion of CONCESSIONAIRE, for TOWN-sponsored special events.

II. The duties, rights and responsibilities of TOWN are as follows:

A. TOWN, through the Executive Director of Community Services or his/her designee, shall have the authority to approve all products and fees charged by CONCESSIONAIRE.

B. TOWN, through the Executive Director of Community Services or his/her designee, shall have the right to approve the location of all signage.

C. Concession keys provided to CONCESSIONAIRE shall not be duplicated without the approval of the Executive Director of Community Services or his/her designee. All keys shall be returned to TOWN following completion of the Contract term.

D. TOWN shall be responsible for all structural repairs and maintenance when needed.

E. TOWN shall not be liable for any losses or damages sustained by CONCESSIONAIRE as part or under the rights and privileges granted by this Contract.

F. TOWN shall provide and maintain all utilities (including electricity, water, telephone, and alarm systems in the permanent concession buildings) for use by CONCESSIONAIRE. Any additional outlets for electricity, water, or any other utilities shall be installed at CONCESSIONAIRE expense and must be approved by the Executive Director of Community Services or his/her designee. In the case of electrical outage, for whatever reason, TOWN shall not be responsible for any losses sustained by CONCESSIONAIRE.

G. TOWN shall provide fire protection extinguishers for the permanent concession buildings.

III. Miscellaneous

A. In performing services under this Contract, the relationship between TOWN and CONCESSIONAIRE is that of an independent contractor. No term or provision of this Contract or act of CONCESSIONAIRE in the performance of this Contract shall be construed as making CONCESSIONAIRE the agent, servant, or employee of TOWN.

B. Neither party shall assign or delegate the rights or obligations under this Contract without the prior written consent of the other party.

C. This Contract may be terminated with or without cause by either party by giving thirty (30) days written notice to the other party.

D. During the length of the Contract, CONCESSIONAIRE shall maintain the appropriate insurance amounts, as contained in the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code. Said insurance policies shall name TOWN as an additional insured and proof of insurance shall be provided to TOWN and maintained by CONCESSIONAIRE throughout the term of this Contract. Said insurance must provide for limits no less than $500,000 per person in any one claim, and an aggregate limit of $1,000,000 for any number of persons or claims arising from any one accident with respect to bodily injuries or death resulting therefrom, and $250,000 for property damage suffered by any person or persons resulting from the operations of CONCESSIONAIRE under the terms of this Contract. CONCESSIONAIRE shall be responsible for any and all worker's compensation coverage of its employees and shall provide proof of such coverage to TOWN upon demand.

E. **CONCESSIONAIRE assumes all liability and responsibility for and agrees to fully indemnify, hold harmless and defend TOWN, and its officers, agents, servants and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, for injury to or death of a person or damage to property, arising out of or in connection with,**

**directly or indirectly, the performance, attempted performance or nonperformance of the services described hereunder or in any way resulting from or arising out of the management, supervision, and operation of CONCESSIONAIRE. Neither party has waived any defense or immunity by virtue of this Contract. The provisions of this Contract are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.**

ENTERED this _____ day of _____, 2017 by:

**TOWN OF FLOWER MOUND:**

_____
Jimmy Stathatos, Town Manager

**CONCESSIONAIRE:**

_____
Jeff Nelson, President
Flower Mound Youth Sports Association

**ATTEST:**

_____
Theresa Scott. Town Secretary

# PARKS BOARD
# AGENDA ITEM NO. 6

**DATE:** July 13, 2017

**FROM:** Matt Chutchian, Athletics Supervisor

**ITEM:** **Consider recommending approval for Town Manager consideration a Youth Sports Facility Agreement with the Greater Lewisville Area Soccer Association from September 1, 2017 through August 31, 2022.**

**Background Information:** GLASA has been serving the soccer community in the Lewisville, Highland Village, and Flower Mound areas since 1975. They are one of the largest soccer associations in North Texas. GLASA began playing their league soccer games in Flower Mound in the fall of 1999. Since that time, Youth Sports Facility Agreements have been executed with GLASA.

Participants from Highland Village, Flower Mound, and Lewisville are considered residents since each city provides game soccer fields for use by GLASA. League games are played at Toyota of Lewisville Railroad Park and Lake Park in Lewisville; Unity Park in Highland Village; Bakersfield Park and the Chinn Chapel Soccer Complex in Flower Mound. The Under-7 and Under-8 age groups play league games on nine fields at Bakersfield Park. The Under-9 through Under-19 age groups play league games on the five fields at the Chinn Chapel Soccer Complex.

The proposed agreement with the Flower Mound Youth Sports Association (FMYSA) outlines the use of Town sports facilities from September 1, 2017, through August 31, 2022. 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, FMYSA has complied with the parameters set forth in the current agreement that was approved by the Town Manager in August of 2012. The agreement can be terminated with or without cause by either party by giving 30 days written notice to the other party.

**Fiscal Impact:**

**Revenue Source:** Participation/user fees collected from the Greater Lewisville Area Soccer Association based upon the number of participants playing soccer at Bakersfield Park and the Chinn Chapel Soccer Complex in Flower Mound per Ordinance 87-02.

**Projected Receipts/Collections:** Approximately $12,000 will be collected annually for leagues, non-league related tournaments, clinics, skills and training sessions, and camps.

**Proposed Use/Purpose:** The revenue collected will be deposited into the General Fund 100-4344, Athletic Participation-Field Rental, and will help offset maintenance and operational costs.

# PARKS BOARD
# AGENDA ITEM NO. 6

**Legal Review:** The proposed agreement will be reviewed by the Town's Attorney prior to approval by the Town Manager.

**Attachments:**

1. Proposed Youth Sports Facility Agreement
2. Request For Proposal

**Recommendation:** Move to approve for Town Manager consideration a Youth Sports Facility Agreement with the Greater Lewisville Area Soccer Association from September 1, 2017 through August 31, 2022.

**TOWN OF FLOWER MOUND**

**PARKS AND RECREATION DIVISION**

**YOUTH SPORTS FACILITY AGREEMENT**

This Agreement is entered into on this the __ day of August, 2017, between the Town of Flower Mound Parks and Recreation Division ("TOWN"), and the Greater Lewisville Area Soccer Association ("ORGANIZATION") by and through its authorized representative for the following TOWN owned or leased soccer facilities: Bakersfield Park and the Chinn Chapel Soccer Complex. Other facilities may be added to this Agreement upon approval of the TOWN.

**THE PARTIES HEREBY AGREE TO THE FOLLOWING:**

**I. Term**

The term of this Agreement shall be from September 1, 2017 through August 31, 2022.

**II. Contact Person(s)**

1. ORGANIZATION:

   A. President: Mike Malone

      Address: 1565 West Main Street, Suite 140

      Lewisville, Texas 75067

   B. Executive Vice-President: Mark Grommesh

      Address: 1565 West Main Street, Suite 140

      Lewisville, Texas 75067

   C. Any designee appointed by the foregoing. The ORGANIZATION shall notify TOWN of the names of all designees in writing.

2. TOWN:

   A. Gary Sims, Executive Director of Community Services

   B. Chuck Jennings, Director of Parks and Recreation

   C. Any designee appointed by the foregoing. The TOWN shall notify ORGANIZATION of the names of all designees in writing.

## III. Obligations of ORGANIZATION

ORGANIZATION agrees to:

1. Have published bylaws that provide for the election of board members and officers, as well as overall governance of the ORGANIZATION.
2. Submit to the TOWN, prior to the beginning of each soccer season, the following:

   A. List of current officers and board members with mailing addresses, phone numbers, and email addresses. The TOWN is to be notified of any changes within two (2) weeks of appointment.

   B. Current bylaws for ORGANIZATION.

   C. Constitution and/or bylaws of any governing organization (if applicable).

   D. Proposed usage dates for each soccer season and registration fees.

   E. Calendar of events including league and non-league related games, practices, clinics, tournaments, skills and training sessions, camps, etc.

   F. Anticipated number of participants and teams formed.

   G. Proposed rules governing league and tournament play.

   H. Tentative schedules for both recreational and competitive/select leagues.

3. Prior to each season, schedule and meet with the TOWN to discuss scheduling, league format, facility needs, maintenance requirements, etc.

4. Appear before the Parks Board on an annual basis to give a report of the ORGANIZATION'S operations.
5. 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. Participation/facility usage fees shall be due and owing no later than sixty (60) days after the conclusion of the last regularly scheduled game of such season. If requested, supporting documentation for participation/facility usage fees, such as individual participant names and city of residence, shall be made available to the TOWN no later than fifteen (15) business days from the date of request. (Resident status shall be determined based on residency within the corporate city limits of the TOWN.)
6. Be responsible for the collection and remittance to the TOWN of all fees related to any additional clinics, skills and training sessions, and camps that are conducted during or outside the normal scope of activities. The parties have conducted negotiations and as a result of these negotiations agree that 10% of the gross revenues received for all these types of clinics, skills and training sessions, and camps is a just and reasonable fee to be paid to the TOWN. The payment schedule for clinics, skills and training sessions, and camps (collectively “Services”) under this paragraph, as requested by the TOWN, is as follows: ORGANIZATION will pay the TOWN a lump sum payment for Services within 45 days after the last day of each clinic, skills and training session, and/or camp, as applicable.
7. ORGANIZATION will from time to time be permitted by TOWN to offer GLASA sponsored or hosted tournaments (“Tournaments”) in addition to Services to be provided

under this Agreement, so long as a TOWN owned or leased soccer facility is available. In the event that a tournament is not sponsored or hosted by ORGANIZATION, although GLASA could be a participant in the event, the host or sponsor shall enter into a rental permit with Town. The tournament and tournament field rental fee ("Tournament Fee") shall be governed by applicable TOWN ordinance. No event which is not sponsored or hosted by GLASA shall be provided by GLASA under this Agreement.

8. Acknowledge 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 ORGANIZATION'S operations. TOWN and ORGANIZATION will work cooperatively on mutually acceptable survey language. The results of the surveys will be shared with the ORGANIZATION to ensure parent and participant satisfaction and shall be made public at a regularly scheduled 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, ORGANIZATION will provide its participant data base to a mutually agreed upon Mailing House whereby a survey can be conducted at the TOWN'S expense.
9. At a minimum, convene four board meetings annually. ORGANIZATION shall make a good faith effort to publicly advertise scheduled board meetings on ORGANIZATION'S website.
10. Ensure fiscal responsibility by establishing and operating according to generally accepted accounting principles and practices. All income derived from the use of TOWN owned or leased facilities under this Agreement shall be used solely to defray costs and expenses of legitimate activities. If requested, ORGANIZATION agrees to make available proof

of financial responsibility by providing the same financial and budgetary information supplied to the Internal Revenue Service (IRS) to its membership and the TOWN no later than fifteen (15) business days from the date of request.

11. Supervise all TOWN owned or leased facilities and equipment under this Agreement to ensure their proper use during all scheduled activities. This includes liability for any damages incurred by the ORGANIZATION to TOWN owned or leased property during scheduled activities, excluding normal wear and tear. If requested, TOWN owned equipment shall be returned to the TOWN no later than fifteen (15) business days from the date of request.
12. Encourage staff, coaches, volunteers, and agents to conduct themselves as positive role models exemplifying proper sportsmanship, cooperation, and appropriate behavior. The ORGANIZATION 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 ORGANIZATION directly overseeing children. Background checks are valid for a one year period. ORGANIZATION agrees to obtain background checks from an investigation company that is licensed by the Texas Commission on Private Security pursuant to Chapter 1702 of the Texas Occupations Code.
13. 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). ORGANIZATION may develop its 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. ORGANIZATION is encouraged to provide additional educational resources for coaches to assist them in providing the best possible youth sports experience for each child. The ORGANIZATION shall keep updated records of certified coaches and, if requested, submit a list of all coaches with certifications to the TOWN no later than fifteen (15) business days from the date of request.

14. Develop a code of conduct with an enforcement plan and communicate requirements to coaches, parents, participants, and spectators. All coaches, parents, and participants must sign a copy of the ORGANIZATION'S Code of Conduct.
15. Have a formal published grievance/dispute resolution process in place whereby complaints and concerns can be properly heard and addressed. Disputes within the ORGANIZATION should be settled by the ORGANIZATION'S grievance/dispute resolution process, not the TOWN. Disciplinary matters concerning players, spectators, officials, etc., will be in accordance to the ORGANIZATION'S established policies and procedures and not subject to review by the TOWN. If requested, ORGANIZATION will inform the TOWN of disciplinary matters and the reasons therefore no later than fifteen (15) business days from the date of request.
16. Ensure both the Code of Conduct and the grievance/dispute resolution process conforms to the National Alliance for Youth Sports (NAYS) standards as a minimum (or equivalent).
17. Ensure adult supervision is present in an official capacity for every league or non-league tournament game, clinics, skills sessions, and camps.

18. Not engage in any business in TOWN owned or leased facilities or do anything in connection therewith which shall be in violation of any existing state or federal law, TOWN ordinance, or use the same in such manner as to constitute a nuisance. The TOWN reserves the right to exclude any individual or group from TOWN owned or leased facilities based on conduct which it determines in its discretion to be objectionable or contrary to TOWN interests.
19. Encourage all league administrators, coaches, and volunteers to take CPR/First Aid training and to carry mini first aid kits for the treatment of cuts and scrapes.
20. Adopt a non-discrimination policy that ensures participation for all youth regardless of race, creed, sex, economic status, or athletic ability.
21. Develop balanced teams within recreational leagues through the team selection process. Recreational teams shall not be scheduled to play select or competitive teams unless both teams agree to the game.
22. Assist with the clean-up of all litter around the soccer fields and bleacher areas.

## IV. Obligations of TOWN

TOWN agrees to:

1. Authorize ORGANIZATION to be the youth soccer provider for the TOWN. Thus, during the period of February 1 to June 15 and August 1 to December 15, ORGANIZATION shall have the right to use TOWN owned or leased soccer facilities, as assigned by TOWN, during ORGANIZATION'S regular spring and fall season, league playoffs, league tournaments, and make-up games. At any time TOWN owned or leased soccer facilities are not being utilized by the ORGANIZATION, TOWN may assign such facilities to other parties.

2. Schedule block time periods to the ORGANIZATION during the periods noted previously. It will be the ORGANIZATION'S responsibility to schedule all league games and practices. During the off-season period of December 16 to January 31 and June 16 to July 31, TOWN will schedule all TOWN owned or leased soccer facilities in accordance with the TOWN'S Sports Field Reservation/Allocation and Use Policy.
3. Make decisions on field closures due to inclement weather or unplayable field conditions. Decision will be made by 3:00 p.m. on weekdays and by 7:00 a.m. on weekends and communicated to the ORGANIZATION. Decisions by the TOWN are final.
4. Promote the ORGANIZATION'S programs including delivering league registration forms to appropriate Flower Mound schools for distribution, advertisement in the utility billing bulletin on a space available basis, TOWN'S website, divisional brochures, press releases, REACH TV and FMTV. TOWN will answer telephone calls and emails requesting ORGANIZATION information and refer interested parties to the ORGANIZATION when necessary.
5. Provide restrooms or port-a-lets for regularly scheduled spring and fall league games, league playoffs, league tournaments, and make-up games.
6. Provide information to ORGANIZATION for distribution at coaches meeting on how to handle severe weather situations at league games, league tournaments, skills sessions, clinics, camps, and practices when requested.

**V. Indemnification**

ORGANIZATION assumes all liability and responsibility for and agrees to fully indemnify, hold harmless and defend the TOWN, and its officers, agents, servants and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, for

injury to or death of a person or damage to property, arising out of or in connection with, directly or indirectly, the performance, attempted performance or nonperformance of the services described hereunder or in any way resulting from or arising out of the management, supervision, and operation of the program and activities of the ORGANIZATION. In the event of joint and concurring responsibility of ORGANIZATION and TOWN, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with Texas Law, without waiving any defense of the parties under Texas Law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

**VI. Insurance**

ORGANIZATION shall obtain public liability insurance of the types and in the amounts set forth below from an underwriter licensed to do business in the state of Texas. ORGANIZATION shall furnish TOWN with certificates of insurance or copies of the policies, evidencing the required insurance on or before the beginning date of this Agreement. ORGANIZATION agrees to submit new certificates or polices to TOWN on before the expiration date of the previous certificates or policies. The insurance shall be the following types in amounts not less that indicated:

1. Commercial General (Public) Liability or its equivalent, including $500,000 each person, $1,000,000 each occurrence, and property damage $250,000 per occurrence of $1,000,000 combined single limit for bodily injury and property damage.
2. On all insurance required, ORGANIZATION shall require insurance providers to:
   A. Name TOWN, and their officers and employees, as additional insureds.

B. Provide 30 days written notice to TOWN of any material change to or cancellation of the insurance.

**VII. Assignment and Delegation**

Neither party shall assign or delegate the rights or obligations under this Agreement without the prior written consent of the other party.

**VIII. Severability**

In the event that one or more of the provisions contained in this Agreement for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, but shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

**IX. Default**

In the event of any dispute regarding this Agreement or the terms contained herein, the parties hereto agree that they shall submit such dispute to non-binding mediation.

**X. Termination**

This Agreement may be terminated with or without cause by either party by giving thirty (30) days written notice to the other party. Should the end of the termination notice occur during the season noted herein, said termination will be effective at the conclusion of the current season.

**TOWN OF FLOWER MOUND:**

_____

Jimmy Stathatos, Town Manager

**ATTEST:**

_____

Theresa Scott, Town Secretary

**GREATER LEWISVILLE AREA SOCCER ASSOCIATION:**

_____

Mike Malone, President

# GLASA - Greater Lewisville Area Soccer Association

## Proposal to Organize & Operate Recreational Soccer Leagues & Programs for Flower Mound Youth

**Submitted for Consideration**
**June 7, 2017**

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V. GLASA Affiliations

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# GLASA Overview

Since 1975 the Greater Lewisville Soccer Area Association (GLASA) has been privileged to work alongside countless volunteers in providing Flower Mound, Highland Village, Lewisville, and the surrounding area families with a healthy, fun and safe environment to foster the game of soccer.

In 42 years we've been fortunate to produce 84 uninterrupted seasons of soccer. Looking into the future, the changing landscape of youth sports has not left soccer untouched. Working closely with U.S. Youth Soccer and the North Texas Soccer Association we are currently planning for the next generation of soccer programs within our service area to maintain and expand the development of our participants and enhance the level of play.

We look forward to continuing our work with the Town of Flower Mound to provide a positive and fun recreational youth soccer experience.

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# GLASA Mission Statement

- Foster and advance the sport of soccer for residents in the Flower Mound / Lewisville / Highland Village area.

- To promote sportsmanship, honesty, loyalty and courage through organized athletic competition and to educate participants in the written and unwritten rules of sportsmanship and soccer, through and according to the North Texas Soccer Association and the United States Soccer Federation.

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# GLASA Corporate Information

- Non profit, tax exempt 501(C)(3) Youth Sports Organization founded in 1975
- Volunteer soccer organization drawing from the communities within LISD; Flower Mound, Highland Village, & Lewisville.
- Affiliate of North Texas State Soccer Association (NTSSA), US Youth Soccer Federation (USYSA), USSF, FIFA.
- Third largest association member of North Texas State Soccer Association (NTSSA), ninth largest in the United States.

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# Benefits of NTSSA Affiliation

- Group exemption for 501(C)(3) Youth Sports Organization.
- Group return for tax filing.  CPA help and no filing charges.
- No other member soccer association may register a team or players in protected area.
- US Youth Soccer Federation (USYSA), USSF, and FIFA representation. Consolidates and supplies rules and procedures.
- Coaching and Referee training, clinics, and assessment.
- Tournament participation including NTSSA Tournament of Champions

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# Benefits of NTSSA Affiliation (Cont.)

- Elite player development including Olympic Development Program
- Discrete background checks.  All coaches, assistant coaches, managers, administrators and referees
- Liability and secondary medical insurance
- State office and staff of professionals to answer questions and provide support.
- Biannual meetings with workshops and seminars
- THE PITCH, a newsletter that is e-mailed to registered households of all players, coaches, referees and association offices monthly.

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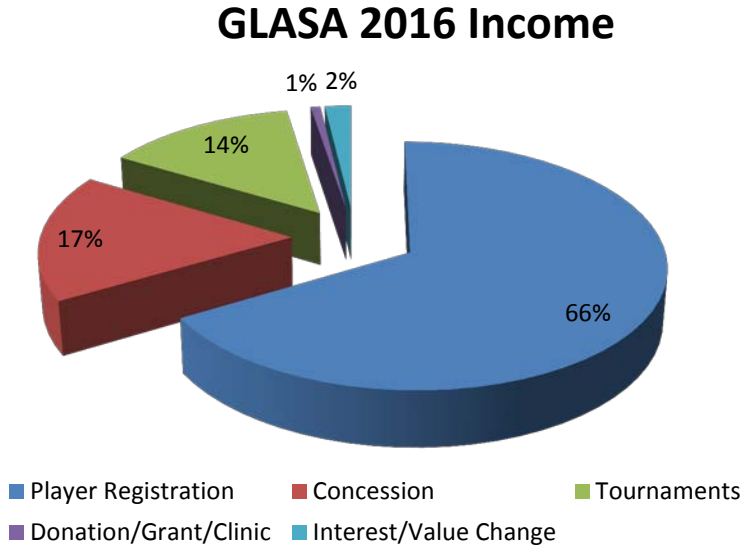
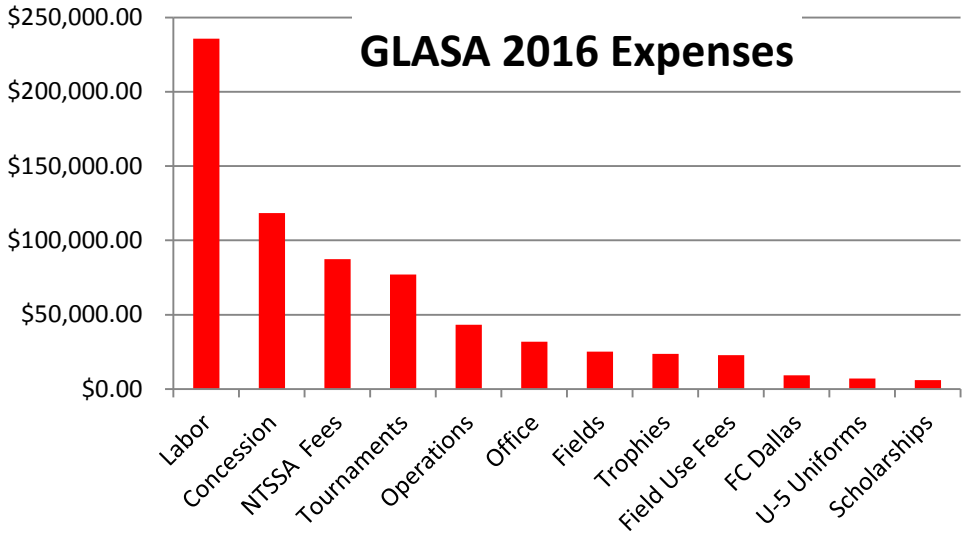
# GLASA Financial Information

GLASA is a non-profit organization drawing 66% of revenues from participant registrations. Remainder derived from tournaments, concessions, and interest on retained earnings

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# GLASA Financial Information - Continued

- GLASA fees are among the lowest in North Texas.
- GLASA Per Season GLASA Registration costs (since 2006):
  - $55 for U4 to U6 ($20 uniform fee for new U4 &U5 players)
  - $60 for U7 to U8
  - $65 for U9 to U18
  - $75 for Adult
- GLASA maintains sufficient reserves to cover a minimum of one full season without revenue.
- GLASA budgets to cover all operational expenses through registration fees to assure financial stability.

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# GLASA League Information

- GLASA follows USYSA and NTSSA rules and procedures.
- Rulebooks and By-Laws are available for review at www.glasasoccer.org and www.ntxsoccer.org.
- GLASA manages the following seasons
  - Spring: February through June
  - Fall: August through December
- Player registration by age and gender
  - Flower Mound, Highland Village, & Lewisville residents pay reduced registration fees.
  - Can request to play with friend if 1st time player or haven't played in GLASA for 2 years.
  - Teams formed by a blind draw initially placed by school attended.
  - Returning players stay on team unless they request a change and enter draft.
- Seasons consist of 10 scheduled games & 3 annual tournaments
- Balance divisions by grouping teams based on coaches interviews, win/loss records, and scores.

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# GLASA League Information - Continued

- GLASA registered 5373 players over the 15/16 soccer year.
  *326 Recreation Teams* *90 Competitive Teams*
  *15 Adult Coed Teams* *New MiniKickers/Tiny Tykes Program for U2-U5 (77 Players)*
- GLASA Interplays with the soccer associations from The Colony, Lake Cities/Corinth, Little Elm, Coppell at U7-14, and Northern Mid Cities League for U15-19. NMCSL is a league made up of recreational soccer teams from Keller, Hurst, Grapevine/Southlake, Trophy Club, Carrolton/Farmers Branch, Bedford, Euless, Eagle Mountain, North Forth Worth, Birdville, Denton & Colleyville. *GLASA Schedules 3880 games per soccer year*
- Adult Co-Ed Soccer League for area residents.
- Elite Academy League for players desiring a level of play between recreational and competitive
- GLASA recruits and trains coaches and referees through NTSSA. All GLASA coaches are required to have at least a USSF G License or a NSCAA State diploma by the end of their first year of coaching. *633 coaches, assistants and managers*
- Background checks on all volunteers and coaches through NTSSA at backgroundchecks.com

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# GLASA League Information - Continued

- GLASA registered 317 referees. All are US Soccer Federation grades 9, 8, 7 Recreation and State Referees grades 6, & 5. Referees range in age from age 12 to adult and are residents of Lewisville, Flower Mound, and Highland Village.
- GLASA awarded 6 Scholarships in 2016 to area Seniors ($6,000), of which 4 were to Flower Mound High School graduates.
- GLASA hardship program provides soccer to 321 disadvantaged families (***a subsidy of $13,000)***
- GLASA works with our city partners to maintain state-of-the-art soccer complex's for our players and families which in the past has included securing grants and negotiating new equipment including:
  - Soccer Goals, Flags & Nets
  - Lightning Detection Equipment
  - Benches & Bleachers
  - Concessions

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# Executive Committee

| Position | Name |
|---|---|
| President | Mike Malone |
| Vice-President | Mark Grommesh |
| Secretary | Open |
| Treasurer | Dick Metivier |
| General Manager | Joe Nauenburg |
| Director of Referees | Mike Hageman |
| | |

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| GLASA Board of Directors | |
|---|---|
| Girls League Director | Siraj Razvi |
| Boy's League Director | Mike Meyers |
| U4-U5 Boys | JP Gonzalez |
| U4-5 Girls | Ron Park |
| U6 Boys | Tiffany Dube |
| U6 Girls | Natalee Mercer |
| U7 Boys | Kathryn Jager |
| U7 Girls | Shelly Mungiguerra |
| U8 Boys & Girls | Arthur Hamilton |
| U9 Boys & Girls | Kim Nauenburg |
| U10 Boys & Girls | Joe Nauenburg |
| U11/12 Girls | Jasmine Bardwell |
| U11/12 Boys | Andres Molina |
| U13-14 Boys | Ertan Zanagar |
| U13-14 Girls | Obie Esquival |
| U15-19 Boys & Girls | Daniel Nunez |
| Adult League | Tiffany Dube |

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| GLASA Committee Chairs and Members | |
|---|---|
| Player Registration | Kristin Magill (Girls)<br>Tiffanie Jackson (Boys)<br>Denice Malone (Competitive) |
| Game Scheduling | Dan Grace (U5-U8)<br>Mark Grommesh (U9-U19 & EAL) |
| Concessions | Kim Nauenburg |
| Webmaster | Mark Grommesh |
| Scholarships | Dick Metivier – Chairman |
| Audit Committee | Dick Metivier – Chairman |
| Appeals & Discipline | Greg Hise- Chairman |

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# Flower Mound Partnership

- 46% of players are from Flower Mound
- 48% of coaches are from Flower Mound.
- 31% of games and 41% of players utilize Flower Mound Fields.
- Flower Mound is part of a three city agreement, (Flower Mound, Lewisville, & Highland Village). Fields, fees, concessions, & tournaments are shared for all three's benefit. Allows the cities to manage growth of facilities and not be responsible for entire program.
  - All U4-U6 & MiniKicker/Tiny Tyke Games are played in Highland Village (Doubletree Ranch)
  - All U7-U8 Games are played in Flower Mound (Bakersfield)
  - U9 – U19, Academy, and Adult Games are played in Lewisville and Flower Mound (Lake Park, Chinn Chapel, Railroad)
- Flower Mound residents have participated in GLASA since it's inception. GLASA has been the soccer provider for Flower Mound since it's first 2 fields (Gerault) opened in 1999.

GLASA GREATER LEWISVILLE AREA SOCCER ASSOCIATION

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THE TOWN OF FLOWER MOUND TEXAS

# GLASA Affiliations

US YOUTH SOCCER

NORTH TEXAS SOCCER™
"IGNITING PASSION FOR THE GAME"

FC DALLAS 96 ™

FIFA

MLS
MAJOR LEAGUE SOCCER

CONCACAF SM

GLASA
GREATER LEWISVILLE AREA SOCCER ASSOCIATION

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THE TOWN OF FLOWER MOUND TEXAS

# PARKS BOARD
# AGENDA ITEM NO. 7

**DATE:** July 13, 2017

**FROM:** Matt Chutchian, Athletics Supervisor

**ITEM:** **Consider approval for Town Manager consideration a Concession Contract with the Greater Lewisville Area Soccer Association to provide the services of Concessionaire at the Chinn Chapel Soccer Complex permanent concession building from September 1, 2017 through August 31, 2018, with a written renewal for up to four additional one year terms.**

**Background Information:** The Concession Contract will allow the Greater Lewisville Area Soccer Association (GLASA) to manage and operate the Town-owned permanent concession building at the Chinn Chapel Soccer Complex, located at 3950 Justin Road. The initial term of the agreement will be from September 1, 2017 through August 31, 2018. The agreement can be renewed for four additional terms, consisting of one year each, with prior written notice.

To date, GLASA has complied with the parameters set forth in the current Concessions Contract that was approved by the Town Manager on August 22, 2012. GLASA is providing quality concessions and excellent customer service to the patrons that frequent the concession stand at the Chinn Chapel Soccer Complex. Furthermore, staff feels that a continuation of the concession agreement with GLASA will enable the association to continue to offset registration costs, as well as maintain each facility in a manner that makes Flower Mound the best city to play soccer.

**Fiscal Impact:** N/A

**Legal Review:** The proposed agreement will be reviewed by the Town's Attorney prior to approval by the Town Manager.

**Attachments:**
1. Proposed Concession Contract

**Recommendation:** Move to approve for Town Manager consideration a Concession Contract with the Greater Lewisville Area Soccer Association to provide the services of Concessionaire at the Chinn Chapel Soccer Complex permanent concession building from September 1, 2017 through August 31, 2018, with a written renewal for up to four additional one year terms.

**State of Texas**
**County of Denton**

# CONCESSION CONTRACT

This Contract is entered into by and between the Town of Flower Mound, Texas, herein referred to as "TOWN" and the Greater Lewisville Area Soccer Association, herein referred to as "CONCESSIONAIRE". For the consideration stated herein, the parties agree as follows:

I. The duties and responsibilities of CONCESSIONAIRE are as follows:

A. The term of this Contract shall be one year beginning on September 1, 2017 and terminating on August 31, 2018 ("Initial Term"). This Contract may be renewed for up to four (4) additional one-year terms ("Renewal Term") upon written request of CONCESSIONAIRE at least thirty (30) days prior to the expiration of the then current term, provided that TOWN has not otherwise notified CONCESSIONAIRE of its intent to (a) not renew this Contract or (b) terminate this Contract.

B. CONCESSIONAIRE shall provide food and beverage concessions at the Chinn Chapel Soccer Complex, 3950 Justin Road. Other concession facilities may be added to this Contract upon approval of TOWN.

C. CONCESSIONAIRE shall provide TOWN with a yearly financial report pertaining to its operations under this Contract. The report shall include both revenues and expenses. TOWN reserves the right to require that the report be prepared by a certified public accountant at CONCESSIONAIRE's expense.

D. CONCESSIONAIRE shall submit for approval by TOWN, through the Executive Director of Community Services or his/her designee, a proposal for menu and pricing for each location served. CONCESSIONAIRE will obtain approval by TOWN for any price increases or changes to menu selections.

E. TOWN reserves the right to regulate the hours that concessions may be sold at concession buildings. CONCESSIONAIRE shall operate concessions at the Chinn Chapel Soccer Complex for all athletic leagues and tournaments sponsored or co-sponsored by TOWN. Concessions shall remain open until all games are completed or 10:00 p.m., whichever comes first. CONCESSIONAIRE shall coordinate hours of operation with the youth sports associations and TOWN.

F. CONCESSIONAIRE understands that representatives of the Parks and Recreation, Facilities Management, and Environmental Health Services Divisions may enter the concession buildings at any time to perform routine maintenance and/or conduct TOWN business.

G. No beverages may be sold in glass containers. The sale of any alcoholic beverage, or tobacco products is prohibited.

H. Any individual under eighteen (18) years of age working in a concession building must be under direct supervision of an adult. All concession operation employees must conduct themselves at all times in a manner acceptable to TOWN.

I. CONCESSIONAIRE shall operate the concession buildings in a clean, orderly, and legitimate manner in accordance with all Federal, State, County, and TOWN regulations governing food establishments. CONCESSIONAIRE shall also comply with all TOWN ordinances governing the use of park facilities. CONCESSIONAIRE shall be responsible for the sanitary condition of the walls, ceilings, floors, cabinets, doors, etc. on the inside of the concession buildings, and concession buildings shall be cleaned and sanitized after each use.

J. CONCESSIONAIRE will be required to comply with all provisions, rules, and regulations of the Environmental Health Division to be a permitted retail food establishment. This includes, but is not limited to securing all required yearly health permits, and required food handlers licenses before operations commence.

K. CONCESSIONAIRE shall be responsible for any damages outside of normal wear and tear to concession buildings caused by the CONCESSIONAIRE, its officers, agents, officials, and employees or other direct contractors. CONCESSIONAIRE will reimburse TOWN for any damages caused by the CONCESSIONAIRE, its officers, agents, officials, and employees or other direct contractors within thirty (30) days of damages being repaired by TOWN or its contractor.

L. CONCESSIONAIRE shall keep the area in and around the concession facility in a clean and sanitary condition. All trash and litter shall be disposed of in trashcans and dumpsters provided by TOWN. CONCESSIONAIRE shall empty all trashcans in and around the concession facility once full. All bulky trash material must be emptied directly into the dumpster so as to not overfill the trashcans.

M. CONCESSIONAIRE shall open and close the public restrooms at the Chinn Chapel Soccer Complex and ensure that toilet supplies are stocked in the public restrooms in the absence of TOWN staff.

N. All wastewater or other by-products must be disposed of through the sewer system or in an appropriate, lawful manner. Waste shall not be placed in the sewer system if State and/or TOWN regulations prohibit such material being disposed of through the sewer system. Waste shall not be thrown on park grounds.

O. Consumption of alcoholic beverages, smoking, and use of any tobacco products is prohibited inside the concession buildings.

P. CONCESSIONAIRE will be responsible for supplying and maintaining any appliances, ice machines, refrigerators, freezers, or any other special equipment required for concession operations. All appliances must be commercial grade, NSF-approved. The Executive Director of Community Services or his/her designee must approve all above mentioned equipment prior to use.

Q. CONCESSIONAIRE understands that any physical changes or alterations to any concession building shall be made at the expense of CONCESSIONAIRE. No changes or alterations (including painting, etc.) shall be done without prior written approval of the Executive Director of Community Services or his/her designee.

R. CONCESSIONAIRE understands that no vehicle may be parked on park property other than in designated parking areas.

S. CONCESSIONAIRE understands that TOWN may enter into an agreement with a soft drink company for exclusive pouring rights at concession buildings which would obligate CONCESSIONAIRE to purchase, sell, and advertise applicable products from the selected soft drink company in accordance with any agreement.

T. CONCESSIONAIRE understands and agrees that the Parks and Recreation Division, Parks Board, and/or the Town Council may award concession rights to other parties, at the exclusion of CONCESSIONAIRE, for TOWN-sponsored special events.

II. The duties, rights and responsibilities of TOWN are as follows:

A. TOWN, through the Executive Director of Community Services or his/her designee, shall have the authority to approve all products and fees charged by CONCESSIONAIRE.

B. TOWN, through the Executive Director of Community Services or his/her designee, shall have the right to approve the location of all signage.

C. Concession keys provided to CONCESSIONAIRE shall not be duplicated without the approval of the Executive Director of Community Services or his/her designee. All keys shall be returned to TOWN following completion of the Contract term.

D. TOWN shall be responsible for all structural repairs and maintenance when needed.

E. TOWN shall not be liable for any losses or damages sustained by CONCESSIONAIRE as part or under the rights and privileges granted by this Contract.

F. TOWN shall provide and maintain all utilities (including electricity, water, telephone, and alarm systems in the permanent concession buildings) for use by CONCESSIONAIRE. Any additional outlets for electricity, water, or any other utilities shall be installed at CONCESSIONAIRE expense and must be approved by the Executive Director of Community Services or his/her designee. In the case of electrical outage, for whatever reason, TOWN shall not be responsible for any losses sustained by CONCESSIONAIRE.

G. TOWN shall provide fire protection extinguishers for the permanent concession buildings.

III. Miscellaneous

A. In performing services under this Contract, the relationship between TOWN and CONCESSIONAIRE is that of an independent contractor. No term or provision of this Contract or act of CONCESSIONAIRE in the performance of this Contract shall be construed as making CONCESSIONAIRE the agent, servant, or employee of TOWN.

B. Neither party shall assign or delegate the rights or obligations under this Contract without the prior written consent of the other party.

C. This Contract may be terminated with or without cause by either party by giving thirty (30) days written notice to the other party.

D. During the length of the Contract, CONCESSIONAIRE shall maintain the appropriate insurance amounts, as contained in the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code. Said insurance policies shall name TOWN as an additional insured and proof of insurance shall be provided to TOWN and maintained by CONCESSIONAIRE throughout the term of this Contract. Said insurance must provide for limits no less than $500,000 per person in any one claim, and an aggregate limit of $1,000,000 for any number of persons or claims arising from any one accident with respect to bodily injuries or death resulting therefrom, and $250,000 for property damage suffered by any person or persons resulting from the operations of CONCESSIONAIRE under the terms of this Contract. CONCESSIONAIRE shall be responsible for any and all worker's compensation coverage of its employees and shall provide proof of such coverage to TOWN upon demand.

E. **CONCESSIONAIRE assumes all liability and responsibility for and agrees to fully indemnify, hold harmless and defend TOWN, and its officers, agents, servants and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, for injury to or death of a person or damage to property, arising out of or in connection with, directly or indirectly, the performance, attempted performance or**

**nonperformance of the services described hereunder or in any way resulting from or arising out of the management, supervision, and operation of CONCESSIONAIRE. Neither party has waived any defense or immunity by virtue of this Contract. The provisions of this Contract are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.**

ENTERED this _____ day of _____, 2017 by:

**TOWN OF FLOWER MOUND:**

_____
Jimmy Stathatos, Town Manager

**CONCESSIONAIRE:**

_____
Mike Malone, President
Greater Lewisville Area Soccer Association

**ATTEST:**

_____
Theresa Scott, Town Secretary

# PARKS BOARD
# AGENDA ITEM NO. 8

**DATE:** July 13, 2017

**FROM:** Gary Sims, Executive Director of Community Services Department
Chuck Jennings, Director of Parks and Recreation
Kari Biddix, Park Development Manager

**ITEM:** **Consider approval of a recommendation for projects for FY 2019-2022 to be incorporated into the Town's Five Year Capital Improvement Projects list.**

**Background Information:** The Community Development Corporation (CDC) was organized to expend revenues collected from the 4B sales tax for park development projects. Each year the Parks Board reviews projects that have been identified through the Parks and Trails Master Plan, projects that have been requested by citizens, and Town Council initiatives and recommends projects to be funded annually. The purpose of this agenda item is for the Parks Board to review, discuss, and recommend proposed park projects for inclusion of Capital Improvement Plan (CIP) for fiscal years 2019 through 2022.

In March 2017, the Town Council adopted the 2017 Parks and Trails Master. The purpose of the Master Plan was to review and evaluate each of the Town's Parks and Recreation facilities, provide a 10 year plan of our current inventory, recommending future park acquisitions, addressing A.D.A. requirements, and prioritization of these their recommendations.

For FY 17-18, the Parks Board already recommended the following park projects for funding at their April 6, 2017 Regular Meeting:

- Heritage Park Phase IV Construction $2,200,000

At the June 1, 2017, Parks Board meeting staff presented a draft list of projects that incorporates projects carried over from the previous CIP list and the most recent 2017 Parks and Recreation Master Plan. Based on the feedback from the Board, staff has revised the proposed Five Year CIP for the Board's review and approval. Please see the attached draft of park projects for FY 2019-2022.

**Fiscal Impact:** N/A

**Legal Review:** N/A

**Attachments:**
1. Draft of Recommended CIP Park Funding Projects

**Recommendation:** Move to approve a recommendation of projects for FY 2019-2022 to be incorporated into the Town's Five Year Capital Improvement Projects list

Attachment 1

| Draft Recommended - CIP 4B Park Funding/Projects | | | | | | | |
|---|---|---|---|---|---|---|---|
| **PARK PROJECTS** | **Prior Year** | **FY 17-18** | **FY 18-19** | **FY 19-20** | **FY 20-21** | **FY 21-22** | **Total** |
| Park & Trail O&M | | $200,000 | $200,000 | $200,000 | $200,000 | $200,000 | $1,000,000 |
| Park & Trail Amenities | | $50,000 | $50,000 | $50,000 | $50,000 | $50,000 | $250,000 |
| Twin Coves Park Debt Service | | $253,700 | $270,100 | $271,250 | $272,300 | $272,300 | $1,339,650 |
| The Heritage Park - Phase 4 | $200,000 | $2,200,000 | | | | | $2,400,000 |
| Bakersfield Park Restroom | | | $450,000 | | | | $450,000 |
| Rheudasil Improvements | $200,000 | | $200,000 | $1,600,000 | | | $2,000,000 |
| Playground Replacements (Lakewood, Stone Creek, Thrush, Gerault) | | | $1,000,000 | | | | $1,000,000 |
| Playground Replacements (Chinn Chapel, Pecan Orchard) | | | | $350,000 | | | $350,000 |
| Individual Park Improvements (Bluebonnet, Colony, & Lakewood) | | | | | $425,000 | | $425,000 |
| Individual Park Improvements (Shadow Ridge, Oak, Grand, Culwell and Parker Square) | | | | | | $375,000 | $375,000 |
| Trails Master Plan | | | | $300,000 | | | $300,000 |
| Lakewood Park - Add Pavilion | | | $75,000 | | | | $250,000 |
| Canyon Falls - Park Design | | | $150,000 | | | | $150,000 |
| Bella Lago Master Plan | | | $50,000 | | | | $50,000 |
| Playground Replacements (Grand, Cortadera, Wilkerson, Possum) | | | | | $1,000,000 | | $1,000,000 |
| Heritage Park - lighting improvements; restrooms at Dog Park; Upgrade surface | | | | | $750,000 | | $750,000 |
| Bakersfield Park - Upgrade Lighting to LED, field and parking lot, lighting the multipurpose field, park amenities | | | | | | $1,000,000 | $1,000,000 |
| Chinn Chapel - Upgrade Ballfield Lighting to LED lights, ADA, drainage; fence improvements | | | | | | $250,000 | $250,000 |
| Playground Replacements (Peacock) | | | | | | $250,000 | $250,000 |
| **Annual Funding** | **$400,000** | **$2,703,700** | **$2,445,100** | **$2,771,250** | **$2,697,300** | **$2,397,300** | **$13,589,650** |

Revised: 7-10-2017-KRR

| Draft Recommended - CIP 4B Park Funding/Projects | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **PARK PROJECTS** | | **Prior Year** | **FY 17-18** | **FY 18-19** | **FY 19-20** | **FY 20-21** | **FY 21-22** | **Total** |
| **Future Projects - Not Funded** | ** | | | | | | | **FY23-27** |
| Gerault Park - Pavilion Update, Electicity, grill and trash receptacles | C | | | | | | | $250,000 |
| Wilkerson Park - Lighting upgrade; landscape and irrigation | S | | | | | | | $150,000 |
| Jake's Hilltop Park - Partial Pavilion Conversion and Scoreboards | C | | | | | | | $150,000 |
| Leonard Johns Park - ADA accessibility | C | | | | | | | $50,000 |
| Rustic Timbers Park - Creek stabilization, ADA improvements, playground surface | C | | | | | | | $350,000 |
| Spring Lake Park - Drainage/sidewalk improvements; clear vegetation | C | | | | | | | $100,000 |
| Staton Oak Park - Replace irrigation | | | | | | | | $200,000 |
| Stone Creek Park - Replace amenities; ADA, irrigation, replace pavilion | C | | | | | | | $350,000 |
| Tealwood Oaks Park - ADA accessibility; upgrade bridges & amenities | C | | | | | | | $350,000 |
| Bluebonnet Trail Connections | NF | | | | | | | $1,000,000 |
| Equestrian Trailhead | NF | | | | | | | $400,000 |
| Equestrian Trails | NF | | | | | | | $500,000 |
| Green Acres Memorial Farm | NF | | | | | | | $2,200,000 |
| Indian Blanket Trail Connections | NF | | | | | | | $2,000,000 |
| Pink Evening Primrose Trail Connections | NF | | | | | | | $600,000 |
| Playground Replacements (FY23/24 - Northshore, Jake's Hilltop, Rustic Timbers) | NF | | | | | | | $600,000 |
| Playground Replacements (FY24/25 - Thrush & Westchester) | NF | | | | | | | $400,000 |
| Purple Coneflower Trail Connections | NF | | | | | | | $150,000 |
| Texas Yellow Star Trail Connections | NF | | | | | | | $850,000 |
| White Lazy Daisy Trail Connections | NF | | | | | | | $100,000 |
| Bluebonnet Park - Flower bed improvements; park and trail connections | S | | | | | | | $25,000 |

Revised: 7-10-2017-KRR

| Draft Recommended - CIP 4B Park Funding/Projects | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **PARK PROJECTS** | | **Prior Year** | **FY 17-18** | **FY 18-19** | **FY 19-20** | **FY 20-21** | **FY 21-22** | **Total** |
| Community Activity Center - Expansion | S | | | | | | | $22,000,000 |
| Cortadera Park - Loop trail; irrigation; fence upgrades | S | | | | | | | $300,000 |
| Dixon Park - Picnic pavilion and amenities; Signage | S | | | | | | | $250,000 |
| Forest Park - ADA compliant and picnic station | S | | | | | | | $25,000 |
| Gaston Park - Master Plan | S | | | | | | | $100,000 |
| Gerault Park - Lighting; regrade north field, monument sign, synthetic turf | S | | | | | | | $1,750,000 |
| Glenwick Park - Lighting Upgrade | S | | | | | | | $100,000 |
| Grand Park - Pavilion and amenities | S | | | | | | | $250,000 |
| Green Acres Park - Master Plan | S | | | | | | | $100,000 |
| Lawson Park - Wildflower improvements | S | | | | | | | $25,000 |
| Leonard Johns Park - restrooms | S | | | | | | | $250,000 |
| Northshore Park - Pavilion upgrade | S | | | | | | | $250,000 |
| Peacock Park - Boardwalk; bioswale | S | | | | | | | $100,000 |
| Post Oak Park - Restroom; signage; trail; remove stock pond; boardwalk | S | | | | | | | $500,000 |
| Prairie Trail Park - Master Plan | S | | | | | | | $100,000 |
| Spring Lake Park - Adult Fitness Stations | S | | | | | | | $100,000 |
| Spring Meadow Park - Irrigation; Pavilion upgrade; loop trail | S | | | | | | | $300,000 |
| Tealwood Oaks Park - Pavilion upgrades; consider parking addition | S | | | | | | | $350,000 |
| Thrush Park - Master Plan | S | | | | | | | $100,000 |
| Tiger Field - Restroom | S | | | | | | | $250,000 |
| Timber Creek Park - Butterfly Garden and ADA accessibility | S | | | | | | | $100,000 |
| West Windsor Park - landscape beautification | S | | | | | | | $100,000 |
| Westchester Park - Restrooms; ADA; backstop; parking lot; splash pad; trails | S | | | | | | | $750,000 |

Revised: 7-10-2017-KRR

| Draft Recommended - CIP 4B Park Funding/Projects | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **PARK PROJECTS** | | **Prior Year** | **FY 17-18** | **FY 18-19** | **FY 19-20** | **FY 20-21** | **FY 21-22** | **Total** |
| Canyon Falls - Park Development | V | | | | | | | $2,500,000 |
| Community Parks - Land Acquisition - 63 Acres | V | | | | | | | $15,750,000 |
| Dunham Ranch - Park Development | V | | | | | | | $5,000,000 |
| Neighborhood Parks - Land Acquisition - 43 Acres | V | | | | | | | $10,750,000 |
| Recreation Center - West Flower Mound - Facility Development | V | | | | | | | $30,000,000 |
| Hideaway Park - ADA Accessibility | C | | | | | | | $50,000 |
| Regional Parks - Land Acquistions - 52 Acres | V | | | | | | | $13,000,000 |
| Tennis Center - Construction | V | | | | | | | $5,000,000 |
| Tennis Center Master Plan | V | | | | | | | $60,000 |
| Dunham Ranch Master Plan | V | | | | | | | $150,000 |
| Tennis Center Design | V | | | | | | | $500,000 |
| **Total** | | **$400,000** | **$2,703,700** | **$2,445,100** | **$2,771,250** | **$2,697,300** | **$2,397,300** | **$135,274,650** |

*** C-Critical, S-Sustainable, V-Visionary, NF-Not Funded*

Revised: 7-10-2017-KRR