



AGENDA
FLOWER MOUND PARKS BOARD
REGULAR MEETING
AUGUST 6, 2020
FLOWER MOUND TOWN HALL
2121 CROSS TIMBERS ROAD
FLOWER MOUND, TEXAS
6:30 P.M.

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

There will be limited seating in Jody Smith Hall to allow for social distancing

Meeting participants may be asked to wait in the lobby until their name is called

Comments regarding any item on this agenda can be sent to the Parks Board by
Emailing: Parks@flower-mound.com or Calling: 972.874.6005

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

A. CALL REGULAR MEETING TO ORDER

B. INVOCATION

C. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG AND TO THE TEXAS FLAG
"Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."

D. PUBLIC COMMENTS

To speak to the Parks Board during public comment, please fill out a [comment form](#).

- Turn in form to the Administrative Assistant prior to the time the meeting is scheduled to begin and up to when the public comment portion of the meeting has concluded
- Speakers are limited to 3 minutes; a tone will sound at 30 seconds left and when time has expired
- Please state your name and address when speaking

The purpose of this item is to allow the public an opportunity to address the Parks Board on issues that are not indicated as a "Public Hearing" on this agenda. Issues regarding daily operational or administrative matters should first be dealt with by calling Parks & Recreation at 972-874-6300 during business hours.

E. 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 regard to youth lacrosse.

- As prescribed in the Youth Sports Facility Agreement, a report will be given by the Cross Timbers YMCA of the association's operations in regard to youth basketball and youth volleyball.

F. DIRECTOR'S REPORT

- Update and status report related to Parks and Recreation issues.

G. CONSENT AGENDA

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 the minutes from a regular meeting of the Parks Board held on June 4, 2020.

H. REGULAR ITEMS

2. Consider recommending approval for Town Manager consideration a Youth Sports Facility Agreement with the Cross Timbers YMCA for facility usage from September 1, 2020 through August 31, 2025.

I. COORDINATION OF CALENDARS AND FUTURE AGENDAS/MEETINGS

- The next regular meeting of the Parks Board is scheduled for September 3, 2020.

J. ADJOURN REGULAR MEETING

I do hereby certify that the Notice of Meeting was posted on the bulletin board in Town Hall of the Town of Flower Mound, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: July 31, 2020 at 3:00 P.M. at least 72 hours prior to the scheduled time of said meeting.



Jade Olson, Administrative Assistant



PARK BOARD AGENDA ITEM NO. 1

CONSENT ITEM

DATE: August 6, 2020

FROM: Jade Olson, Administrative Assistant

ITEM: Consider approval of the minutes from a regular meeting of the Parks Board held on June 4, 2020.

BACKGROUND INFORMATION: The Parks Board held a regular meeting June 4, 2020.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft minutes from the June 4, 2020 Regular Meeting of the Park Board.

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

THE TOWN OF FLOWER MOUND PARKS BOARD REGULAR MEETING HELD ON THE 4TH DAY OF JUNE 2020, 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:

Dale Olson	Place 1
Allen Pichon	Place 2
Teresa Thomason	Place 3 – Chair
Rick Kenyon	Place 4 – Vice-Chair
Jodi Seay	Place 5
Mark Mayer	Place 6
Jennifer Romaszewski	Place 7
Andrew Cummings	Place 8 – Alternate
Holly Royer	Place 10 – Alternate

The following Board members were not in attendance:

Scott Langley	Place 9 – Alternate
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The following members of Town Staff were in attendance:

Chuck Jennings	Director of Parks and Recreation
Mark Long	Recreation Superintendent
Clayton Litton	Parks Superintendent
Kari Biddix	Park Development Manager
John Habern	Parks, Trails & Landscape Specialist
Krissi Oden	Community and Cultural Arts Program Manager
Jade Olson	Administrative Assistant

- A. CALL REGULAR MEETING TO ORDER – 6:30 P.M.**
- B. INVOCATION – Mark Mayer**
- C. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG AND THE TEXAS FLAG**
- D. PUBLIC COMMENTS**

N/A

- E. PRESENTATIONS**

Krissi Oden, Community and Cultural Arts Program Manager, updated the Board with the design chosen for the Gerault Park pavilion mural.

- F. DIRECTOR'S REPORT**

Chuck Jennings, Director of Parks and Recreation had the following announcements:

- Congratulated Clayton Litton on working 30 years for the Town of Flower Mound.

- All playground, drinking fountains, and restrooms were reopened May 18th.
- Trails, parks, pavilions, tennis courts, benches, and picnic tables remained open throughout the Governor's order. Staff placed signs and the electronic reader board at parks and along trails reminding people to social distance.
- The Splash Pad is still closed and will reopen when the Governor allows aquatic facilities to reopen at 100%.
- The Independence Fest has been canceled due to Covid-19.
- The pecan tree at the CAC has died and was removed.
- Peters Colony Memorial Park design contract with Mesa has been tabled twice by Town Council and will be on the June 15th meeting.
- The Hound Mound restroom and additional parking project is under design and will go out to bid in September.
- The bridge and trail from the Riverwalk to Gaston Park on the Pink Evening Primrose Trail is under design.
- All members of the public are encouraged to submit written comments and suggestions before June 26th for the Master Plan for Grapevine Lake.
- Canyon Falls design is close to 100% complete and hope to have the project out to bid in August or September. The OPCC has come in over budget so staff is looking at ways to value engineer the project and if additional resources could be made available from Park Development Funds.
- Rheudasil Park bids came in higher than budgeted and similar to Canyon Falls staff is looking at ways to value engineer the project and see if additional resources from the CDC (4B) could be made available. The boardwalk will be placed as a bid option and not part of the base bid.
- The Trails Master Plan has been delayed due to Covid-19.

Mark Long, Recreation Superintendent, had the following announcements:

- Thanked Chuck and Town Managements leadership throughout the Covid-19 restrictions.
- Difficult decisions had to be made as far as staffing early on.
- Staff has been tasked with a comprehensive plan to get back to normal that is able to be adjusted on the fly.
- The CAC was closed on March 14th for two months.
- The CAC is now open at reduced programming at 25% and reduced hours 7am – 7pm Monday through Saturday.
- There is a plan to open all areas of the CAC on July 4th.
- Day Camps will begin on July 6.
- Staff is working on a plan to reintroduce programs, camps, and Group Ex in July.
- Repairs and aesthetic changes were made while the CAC was closed.
- Jaimie Jaco-Cooper and staff were thanked for serving over 3,300 individuals through the lunch program.
- SIM closed on March 14th. There is not a date set to reopen.
- Staff stayed in contact with Senior Center members daily.
- Chalk the Walk is Saturday.
- Krissi Oden was reclassified to Community and Cultural Arts Program Manager. Krissi hosted a zoom arts live event.
- The 3 latest traffic boxes have been wrapped.

- Twin Coves Park was closed due to flooding and reopened on May 18th. The park has been at 75% capacity or more during the weekdays and 100% capacity on the weekends.
- Twin Coves has been offered and selected by Cook Children's injury prevention team to receive one of their loaner life jacket stations. Twin Coves Park manager is working with Brandon Barth on details along with creating a Manager's Communication to start the process.
- Due to Covid-19, both Flower Mound Track Club and the Blue Finn Swim Team will not be participation this summer. TAAF officially canceled their Summer Games of Texas on May 18th.
- Staff is registering for summer adult kickball and softball. Leagues are slated to begin the week of June 15th. Return to play safety guidelines will be given to all teams.
- Bad Dawg Tennis began their summer camps and class on June 1st.
- FYMSA will be hosting their annual AAYBA World Series for two weeks beginning June 13th through June 26th.

Kari Biddix, Park Development Manager gave an update on CIP Projects:

- Lakewood Park improvements have been completed.
- The next two parks with improvements are Pecan Orchard Park and Chinn Chapel Soccer Complex.

G. CONSENT AGENDA

1. **Consider approval of minutes from a regular meeting of the Parks Board held on March 5, 2020.**

Board Deliberation

Board Member Pichon moved to approve as presented in the agenda caption. Board Member Olson seconded the motion.

VOTE ON THE MOTION

AYES: Olson, Pichon, Seay, Kenyon, Mayer, Romaszewski
NAYS: None

H. REGULAR ITEMS

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

Staff Presentation

Mark Long – Recreation Superintendent

Board Deliberation

Vice Chair Kenyon moved to approve as presented in the agenda caption. Board Member Pichon seconded the motion.

VOTE ON THE MOTION

AYES: Romaszewski, Mayer, Kenyon, Seay, Pichon, Olson
NAYS: None

3. Consider recommending to Planning and Zoning Commission and Town Council Park Land Dedication and Park Development Fee requirements for the Silveron Park PD-171 (Graham Tract) planned development generally located east of Lakeside Village Blvd. and south of Long Prairie Rd.

Staff Presentation

John Habern – Parks, Trails & Landscape Specialist

McAdams

Ron Stewart, Randi Rivera

Board Deliberation

Vice Chair Kenyon moved to approve the minimum allowance for areas 1, 2, and 3 as presented and areas 4 and 5 as drawn.

-and-

Moved for the Park Development Fees as provided not to exceed \$613,899 with the exception of the driveway that is circled in area 5 is removed. Board Member Mayer seconded the motion.

VOTE ON THE MOTION

AYES: Olson, Pichon, Seay, Kenyon, Mayer, Romaszewski
NAYS: None

4. Consider approval of a recommendation of parks projects to be funded by the Community Development Corporation in fiscal year 2020-2021 using 4B sales tax revenue and incorporate park projects for FY 2022-2025 into the Town's Five-Year Capital Improvement Projects list.

Staff Presentation

Chuck Jennings – Director of Parks and Recreation

Board Deliberation

Board Member Pichon moved to approve as presented in the agenda caption. Board Member Mayer seconded the motion.

VOTE ON THE MOTION

AYES: Romaszewski, Mayer, Kenyon, Seay Pichon, Olson
NAYS: None

I. COORDINATION OF CALENDARS AND FUTURE AGENDAS/MEETINGS

- The next regular meeting is scheduled for July 2, 2020.

J. ADJOURNMENT

Vice Chair Kenyon made a motion to adjourn the meeting. Board Member Mayer seconded the motion.

Chair Thomason adjourned the Regular Meeting at 9:34pm.

TOWN OF FLOWER MOUND, TEXAS

Teresa Thomason, Chair

ATTEST:

Jade Olson, Administrative Assistant



Parks Board AGENDA ITEM NO. 2

DATE: August 6, 2020

FROM: Matt Chutchian, Athletics Supervisor

ITEM: **Consider recommending approval for Town Manager consideration a Youth Sports Facility Agreement with the Cross Timbers YMCA for facility usage from September 1, 2020 through August 31, 2025.**

Background Information: As prescribed by the Youth Sports Task Force, the Town developed a Request For Proposal (RFP) seeking interested parties to provide the services of youth basketball and volleyball leagues for the Town. On June 30, 2020, the Town began advertising the RFP and continued to accept proposals from interested parties until July 10, 2020. The RFP was posted on the Town's website, promoted through social media, and the current provider Cross Timbers YMCA (YMCA) was invited to submit a proposal. As of the deadline the Town only received one proposal; the YMCA.

Parks and Recreation staff reviewed the proposal from the YMCA to ensure they met all requirements of the RFP. After reviewing the proposal, staff determined that the best course of action was to continue with the YMCA as the provider of youth basketball and volleyball. The YMCA has been serving the youth basketball/volleyball community for the Town since 2010. The YMCA provides opportunities for multiple levels of youth basketball and volleyball within our community. The primary focus of the program is to offer recreational leagues in both basketball and volleyball, while at the same time offering a competitive component to individuals and teams who desire a higher level of play. Currently, the YMCA offers both basketball/volleyball leagues for youth in kindergarten through middle school. On average the YMCA registers 1500 participants in the winter/spring basketball league, and approximately 600 youth in the fall and spring volleyball programs.

The proposed agreement with the YMCA outlines the use of Town and Lewisville Independent School District (LISD) facilities. The term of the agreement will be five (5) years, beginning on September 1, 2020 through August 31, 2025. The proposed agreement language is similar to the current agreement and reflects the findings and recommendations of the Youth Sports Task Force approved by the Town Council on March 1, 2004. To date, the YMCA has complied with the parameters set forth in the current agreement that was approved by the Town Manager in September of 2015. The agreement can be terminated with or without cause by either party by giving 30 days written notice to the other party.

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

Fiscal Impact: \$14,000 to the Town annually

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

Attachment:

1. Youth Basketball and Volleyball Contract



Parks Board AGENDA ITEM NO. 2

2. Proposal from Cross Timbers YMCA

Recommendation: Move to approve as presented in the agenda caption.

**YOUTH BASKETBALL AND VOLLEYBALL CONTRACT
WITH
CROSS TIMBERS FAMILY YMCA**

THIS CONTRACT is entered into on this _____ day of _____, 2020, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas (hereinafter referred to as “TOWN”), acting by and through its Town Manager or his designee, and the **YMCA OF METROPOLITAN DALLAS, DBA THE CROSS TIMBERS FAMILY YMCA**, whose address is 2021 Cross Timbers Road (hereinafter referred to as “YMCA”).

WITNESSETH:

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

WHEREAS, TOWN and LISD are in current negotiations to enter into a new Interlocal Cooperation Agreement for Joint Use Of Property (“ICA”) regarding the use of LISD facilities (identified herein-below as “Contract Facilities”) for the provision of youth basketball and volleyball programming; and

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

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

**I.
Scope of Services**

YMCA shall provide youth basketball and volleyball leagues during the calendar year (“Services”). At selected times; the YMCA will be allowed to offer camps, tournament, sport specific instructional programs, and clinics outside of the league format (collectively “Events”) so long as there are Contract Facilities available. In no event may YMCA subcontract the Services to be performed under this Contract

**II.
Term**

The term of this Contract shall be for a period of five (5) years beginning on September 1, 2020 and ending on August 31, 2025.

III. **Termination**

Neither the TOWN nor the YMCA may terminate this Contract while engaged in Services during an active Season, but may terminate this Contract upon thirty (30) days written notice prior to the end of an active Season, or with thirty (30) days written notice when not in an active season. In no event shall any suspension give rise to any claim against TOWN by YMCA, whether for lost profits, costs, overhead or any other reason.

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

IV. **“Contract Facilities”**

For purposes of this Contract, YMCA may use the following LISD facilities by and through the Town’s ICA with LISD for so long as the ICA is effective and such Contract Facilities are available:

1. Bluebonnet Elementary School	11. Vickery Elementary School
2. Bridlewood Elementary School	12. Wellington Elementary School
3. Donald Elementary School	13. Briarhill Middle School
4. Flower Mound Elementary School	14. Downing Middle School
5. Forest Vista Elementary School	15. Forestwood Middle School
6. Garden Ridge Elementary School	16. Lamar Middle School
7. Liberty Elementary School	17. McKamy Middle School
8. Old Settlers Elementary School	18. Shadow Ridge Middle School
9. Prairie Trail Elementary School	19. Flower Mound High School
10. Timber Creek Elementary School	20. Marcus High School

Additional locations may be added upon approval of LISD and TOWN with written consent of YMCA.

V. **Condition of Contract Facilities**

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

In further consideration for the privilege of using the Contract Facilities, YMCA specifically assumes any and all liability that may arise due to premises defects upon any or all improvements which exist on the Contract Facilities at the time of execution of this Contract, or any and all improvements which are constructed thereafter related to or arising out of YMCA's use, excluding normal wear and tear. YMCA agrees to accept the Contract Facilities in the condition in which they are found. YMCA reserves the right to discontinue Services provided at one (1) or more Contract Facilities if the specified Contract Facilities are deemed unsafe or unsuitable for intended Services with ten (10) days written notice and the opportunity for LISD to cure such situation. TOWN and LISD hereby disclaim and YMCA hereby accepts TOWN's and LISD's disclaimer of any warranty, express or implied, of the conditions or fitness for use of any portions of the Contract Facilities.

VI.

Preparation of Contract Facilities for YMCA Use

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

VII.

LISD Fees

As payment for the rights to use the Contract Facilities granted hereunder and through the ICA, YMCA agrees to collect and pay fees to LISD for the actual use and/or scheduled use of each Contract Facility to cover the cost for a gymnasium, gymnasium supervisor and custodial services for the time period each such Contract Facility is used as set forth in the ICA. At present such fees are \$10 per hour for a high school gymnasium, \$8 per hour for a middle school gymnasium, \$5 per hour elementary school gymnasium with a \$20.00 per hour fee for a gymnasium supervisor. In addition, a custodial fee of \$20.00 per hour may be applicable and is at the sole discretion of LISD for the actual use of each Contract Facility by YMCA. All referenced fees may be subject to price increase. Such gymnasium rental, supervisor and custodial fees shall be due and owing directly to LISD and shall be paid to LISD by the specified date on which LISD requires payment.

VIII.

TOWN Fees

A. YMCA shall also collect and pay to TOWN a participation/facility usage fee as ("Fees") required in the applicable TOWN ordinance. Fees shall be charged for each player for each season during the Term of this Contract. The fees for residents shall be \$2 per player. The Fees for non-residents shall be \$14 per player. The amount of fees to be collected and paid to the Town may be amended during any Season and such increased Fees shall apply to next applicable Season. Fees shall be due and owing no later than sixty (60) days after the first regularly scheduled game of the applicable Season. If requested, supporting documentation for Fees, such as individual participant names and residency status, shall be made available to TOWN no later than fifteen (15) business days from the date of request. Residency status shall be determined

based on residency within the corporate limits of TOWN. In the event of any dispute regarding residency of a participant, the decision of TOWN's representative shall be final.

B. YMCA shall also be responsible for the collection and remittance to TOWN of all charges and collected amounts related to any Events that are conducted during or outside the normal scope of activities at Contract Facilities. The parties specifically agree that payment of a lump sum fee in the amount of ten percent (10%) of the gross revenues received for all YMCA Events is a fair and reasonable fee to be paid to TOWN. YMCA will pay TOWN the ten percent (10%) lump sum payment for all Events within thirty (30) days after the last day of each Event. The exception is any YMCA Events held at the YMCA facility.

IX.

YMCA's Responsibilities

A. YMCA accepts the following responsibilities under this Contract:

1. YMCA shall operate as a non-profit (501c3) organization under the laws set forth for incorporation in the State of Texas;
2. YMCA shall act in accordance with its Articles of Incorporation;
3. YMCA shall publish its bylaws, as well as overall governance of the organization/association specific to Services.
4. YMCA shall ensure that adult supervision is present at each Contract Facility, as well as any other TOWN/YMCA-approved Contract Facilities used by any team, in an official capacity for every league practice, official league game, tournament game, camp or clinic;
5. YMCA shall encourage staff, coaches, volunteers, and agents to conduct themselves as positive role models exemplifying proper sportsmanship, cooperation, and appropriate behavior;
6. YMCA shall cause statewide criminal background checks to be performed, by an entity licensed by the Texas Commission on Private Security pursuant to Chapter 1702 of the Texas Occupations Code, of all head coaches, assistant coaches, board members, and any other person acting in any capacity with YMCA having contact with children participating in YMCA's programming before any such persons or individuals may so participate and at least one (1) time each year thereafter during the term of this Contract and any extension or modification of this Contract;
7. YMCA shall ensure all head coaches are certified for coaching youth by a national, state, or local accredited coaching certification program that is recognized by the Town;

8. YMCA shall keep updated records of certified coaches and, if requested, submit a list of all coaches with certifications to TOWN no later than fifteen (15) business days from the date of request;
9. YMCA shall adopt and enforce a Code of Conduct that conforms to the National Alliance for Youth Sports (NAYS) standards as a minimum (or equivalent);
10. YMCA shall notify all parents, participants, and spectators regarding the Code of Conduct and require all coaches, parents, and participants to sign a copy of YMCA's Code of Conduct;
11. YMCA shall adopt a formal published grievance/dispute resolution/discipline process whereby complaints and concerns can be properly heard and addressed;
12. YMCA shall address and resolve all disciplinary matters concerning players, coaches, spectators, officials, etc., in accordance with YMCA's Code of Conduct and established policies and procedures;
13. YMCA shall address and resolve all grievances, disputes, complaints and concerns in accordance with YMCA's Code of Conduct and established policies and procedures;
14. YMCA shall maintain fiscal responsibility by establishing and operating according to generally accepted accounting principles and practices;
15. YMCA shall utilize all income derived from this Contract and the operation of the basketball and volleyball programming sought hereunder solely to defray legitimate costs and expenses of such programming;
16. YMCA shall provide TOWN, within fifteen (15) business days after TOWN's request for such information, the names, mailing addresses and additional contact information for all participants in YMCA's programming including coaches, officials and athletes;
17. YMCA shall not engage in any business in Contract Facilities or any other Town-owned or operated facilities or perform any action in connection therewith that violates any then existing Town ordinance or policy, LISD policy, rule or regulation, or any other State or Federal rule, regulation, law or statute or otherwise use or utilize such facilities in a manner that creates or constitutes a nuisance;
18. YMCA shall adopt a non-discrimination policy that ensures participation for all youth regardless of race, creed, color, gender, economic status, or athletic ability; and,
19. YMCA shall endeavor to develop balanced teams within the recreational leagues through the team selection process and recreational teams shall not be scheduled

or required to play against competitive or select teams unless both teams agree to play such a game.

20. YMCA shall from time to time request assistance from TOWN in promoting Services to increase participation.
21. The Services provided under this contract will be marketed as “Cross Timbers Sports” so that the YMCA logo is not present on printed marketing materials, thus avoiding a conflict of interest since the TOWN and YMCA directly compete in other program areas. TOWN and YMCA logos will still be present on jerseys and websites.

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

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

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

X.
Insurance

YMCA shall purchase, maintain and keep in force during the term of this Contract such insurance as set forth below. YMCA shall not commence work under this Contract until it has obtained all the insurance required under the Contract and such insurance has been approved by TOWN; nor shall YMCA allow any subcontractor to commence work on his subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this Contract shall be written on an "occurrence" basis.

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

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

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

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

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

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

TOWN OF FLOWER MOUND
Attn: Matt Chutchian
2121 Cross Timbers Road
Flower Mound, TX 75028

XI.
TOWN's Responsibilities

A. Town hereby authorizes and agrees that YMCA will be the youth basketball and volleyball provider for the TOWN. During the term of this Contract, YMCA will have the ability to use Contract Facilities, as assigned by TOWN, during YMCA's regular season, league playoffs, tournaments, and make-up games as long as TOWN has the right to occupy and use the Contract Facilities. At any time the Contract Facilities are not being utilized by YMCA, TOWN may assign the Contract Facilities to other parties.

B. TOWN will work with YMCA to schedule time periods for use of the Contract Facilities by YMCA during the Seasons noted above and any Events that YMCA may desire to sponsor. It will be YMCA's responsibility to meet with TOWN to discuss the scheduling of all league games, practices, and tournaments whether during Seasons or for Events at least sixty (60) days prior to the beginning of any Seasons or Events. TOWN will coordinate the tentative schedule discussed with YMCA for such Seasons and/or Events with LISD and notify YMCA regarding the availability of Contract Facilities as requested by YMCA as soon as is reasonably practicable.

C. TOWN will coordinate with LISD regarding the closure of any Contract Facilities due to inclement weather or any outside factor that may hinder YMCA from utilizing a specific Contract Facility. Decisions by the TOWN and LISD are final. TOWN will work with YMCA, at YMCA's request, to reschedule games, practices, and tournaments whether during Seasons or for Events that are impacted by the closure of Contract Facilities under this clause

D. TOWN will promote YMCA's programs as the TOWN determines in its sole opinion to be appropriate. Such promotion may include providing league registration forms to appropriate Flower Mound schools for distribution, advertisement of Seasons and Events in the utility billing bulletin, posting notices and updates on the TOWN's website and social media platforms, placing information in divisional brochures, issuing press releases, and placing information on FMTV. The TOWN will answer telephone calls and e-mails requesting YMCA information and refer interested parties to YMCA when requested or necessary.

E. TOWN specifically reserves the right to remove or exclude any person, group or organization from any Contract Facilities or Town-owned or operated facilities based on conduct that the TOWN determines, in its sole discretion, to be objectionable or violative of the TOWN's or LISD's ordinances, policies, rules or regulations and any State or Federal rule, regulation, law or statute.

XII.
Right to Inspect Records

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

XIII.
Indemnity

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

XIV.
Default

TOWN reserves the right to terminate this Contract immediately upon breach of any term or provision of this Contract by YMCA; or, if at any time during the term of this Contract, YMCA shall fail to commence the work in accordance with the provisions of this Contract or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Contract or fail to use an adequate number or quality of personnel to complete the work or fail to perform any of its obligations under this Contract, then TOWN shall have the right, if YMCA shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract and complete the work in any manner it deems desirable, including engaging the services of other parties therefore. Any such act by TOWN shall not be deemed a waiver of any other right or remedy of TOWN. The TOWN shall have the right, but not the obligation, to assume YMCA's performance to complete previously scheduled Seasons or Events. If TOWN assumes the obligation to so perform, YMCA shall be responsible to the TOWN for, and shall pay to TOWN within thirty (30) days after billing therefor, all costs and expenses associated with the performance of the balance of the work required to complete previously scheduled Seasons or Events specifically including the fees owed or payable to LISD and any other fees or costs owed or to be paid to any coaches, referees or other officials in conjunction with said Seasons or Events as well as any other costs related thereto. YMCA shall

also be responsible for and reimburse to TOWN, within thirty (30) days following demand therefor, any costs or expenses incurred by TOWN in canceling any scheduled Seasons or Events upon YMCA's nonperformance under this Contract.

XV.
Changes

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

XVI.
Conflict of Interest

YMCA covenants and agrees that YMCA and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by YMCA pursuant to this Contract will be conducted by employees, associates or subcontractors of YMCA.

XVII.
Mailing Address

All notices and communications under this Contract to be mailed or delivered to TOWN shall be sent to the address of TOWN's agent as follows, unless and until YMCA is otherwise notified:

The Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
Attn: Chuck Jennings
Telecopy: 972.874.6471
Telephone: 972.874.6273

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

Cross Timbers Family YMCA
Jason Walter, Executive Director
2021 Cross Timbers Road.
Flower Mound, Texas 75028
Telecopy: 972-539-9348
Telephone: 972-539-9622

Federal ID# 750800696

Any notices and communications required to be given in writing by one party to the other shall be considered as having been given to the addressee on the date the notice or communication is posted by the sending party.

XVIII.
Successors and Assigns

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

XIX.
Applicable Law

This Contract is entered into subject to the Charter and ordinances of TOWN as they may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and Federal laws. YMCA will make any and all reports required per Federal, State or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with YMCA's income. Situs of this Contract is agreed to be Denton County, Texas, for all purposes including performance and execution.

XX.
Severability

If any of the terms, provisions, covenants, conditions or any other part of this Contract are held for any reason to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XXI.
Remedies

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder.

XXII.
Entire Agreement

This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties relating to matters herein, and except as otherwise provided herein, cannot be modified without written agreement of the parties.

XXIII.
Non-Waiver

It is further agreed that one (1) or more instances of forbearance by TOWN in the exercise of its rights herein shall in no way constitute a waiver thereof. No covenant or condition

of this Contract may be waived without consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

XIV.
Headings

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

XXV.
Venue

The parties to this Contract agree and covenant that this Contract will be enforceable in Flower Mound, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Denton County, Texas.

XXVI.
No Third Party Beneficiary

For purposes of this Contract, including its intended operation and effect, the parties (TOWN and YMCA) specifically agree and contract that: (1) the Contract only affects matters/disputes between the parties to this Contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with TOWN or YMCA or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either TOWN or YMCA.

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

THE TOWN:

THE TOWN OF FLOWER MOUND, TEXAS

By: _____

Name: Jimmy Stathatos

Title: Town Manager, Town of Flower Mound

CONTRACTOR (YMCA):

CROSS TIMBERS FAMILY YMCA

By: _____

Name: _____

Title: _____



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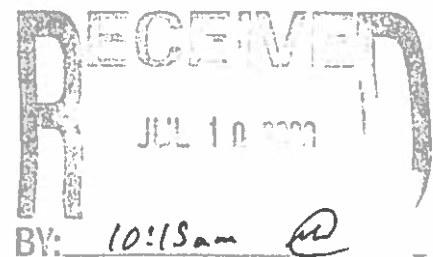
July 9, 2020

To: The Town of Flower Mound
From: Cross Timbers Family YMCA
Re: RFP 2020-120-A, Youth Basketball and Volleyball League Provider

Thank you for the opportunity to submit to continue to be the youth basketball and volleyball provider for The Town of Flower Mound. The Cross Timbers YMCA has been providing youth sports to the Flower Mound community for over 35 years in addition to the other programs we offer. It is our desire to provide an atmosphere for our youth that will enable them to not only grow in the sport but grow as an individual by developing the whole person. We aim to teach the players values as well as learning to win and lose graciously. Through our years of experience and the support we have through our network of YMCAs, volunteers and staff we are able to offer a quality and affordable program to all. We look forward to continuing our partnership with The Town of Flower Mound as the provider of youth basketball and volleyball in the years to come. Thank you for your consideration and time as we all work together to strengthen the foundation of our community.

Sincerely,

Jason Walter
Executive Director
Cross Timbers Family YMCA
Ofc. 972-539-9622
Email jwalter@ymcadallas.org



CROSS TIMBERS YMCA

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Town of Flower Mound RFP 2020-120-A, Youth Basketball and Volleyball League Provider

Section 1 – Organization of Interest

Cross Timbers Family YMCA
2021 Cross Timbers Rd
Flower Mound, TX 75028
972-539-9622
www.crosstimbersymca.org

Jason Walter
Executive Director
972-539-9622
jwalter@ymcadallas.org

DeWayne Norris
Sports Director
972-539-9622
dnorris@ymcadallas.org

Section 2A – Organizational Structure and League Overview

The Cross Timbers Family YMCA is a non-profit that operates as one of nineteen locations of the YMCA of Metropolitan Dallas. The YMCA of Metropolitan Dallas is led by a Board of Directors and its CEO, Curt Hazelbaker. Each branch has its own Executive Director and Board of Managers. Jason Walter is the Executive Director of the Cross Timbers Family YMCA. Mr. Walter is supervised by an area Operations Vice President. The area Operations Vice President reports to the Chief Operation officer for the YMCA of Metropolitan Dallas.

YMCA of Metropolitan Dallas Board of Directors

Jill Magnuson – Board Chair / Chief Volunteer Officer
Felix Lozano – Vice Chair
Margaret Keliher – Secretary
John Costa – Treasurer
Crayton Webb – Immediate Past Chair

Michael Alcantar
Don E. Bowles, Jr.
Bruce Byrd
Dennis Call

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Romy Cheema
Pat R. Cowlshaw
John Cuellar
Chris Durovich
Ruben E. Esquivel
Howard Etheridge
David Folz
Jim Greer, P.E.
Richard A. Gump, Jr.
Mike Haggerty
Paul E. Higgins
Paul Hoffman
Wendy J. Holder
Grafton Ifill
Brian Jensen
Margaret Keliher
Bruce G. Leib
Torrey Littlejohn
W. Steve Love
Felix J. Lozano, III
Gail Madden
Jill Magnuson
Ken Malcolmson
Lori McMahon
Eddie Marshall
J. Scott Moore
Victor Ornelas
Tim Powers
Vince Puente
Minerva Rodriguez
Stan Shipley
Jaime Spellings
W. Kelvin Walker
Crayton Webb
Tony Weber
Kenya Woodruff

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Cross Timbers Family YMCA Board of Managers

Jason Carmichael – Board Chair

Rachel Bagley

Ray Bowens

Michele Diaz

Justin Hess

David Hodges

David Huffman

Mary Hunt

Allen Marsh

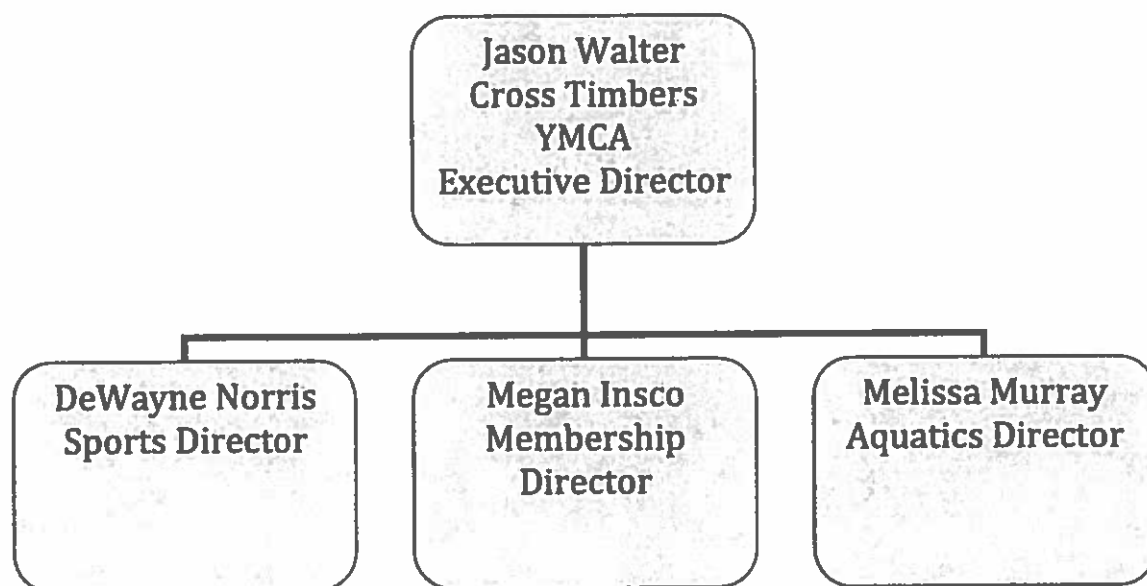
Dianne Paroubek

Chance Post

Alex Salguero

Michael Walker

Cross Timbers Family YMCA Organizational Structure



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Section 2B – League Format and Season Overview

The Cross Timbers Family YMCA, a valued organization in the Flower Mound area for over 35 years, prides itself in adapting to meet the needs of our growing community. Knowing that families' schedules have become increasingly busier, the YMCA has designed its sports programming around routine and ease so that families can choose to participate in other programs, in addition to our youth basketball and volleyball programs, both with our YMCA and with other valued organizations in the community. Knowing that high percentages of our program participants are in the LISD, schedules are first and foremost scheduled around official school district holidays and schedules. Furthermore, the YMCA always takes into consideration major holidays, weather-related conditions, and facilities restrictions.

I. Practices, Games, Tournaments, and Camps & Clinics

In order to achieve our strategic vision for the YMCA Basketball and Volleyball programs, the following parameters have been set up in relation to practices, games, tournaments, camps and clinics:

A. Practices

- a. Seasons would consist of a minimum of eight practices, held on the same weeknight every week, for eight weeks.
- b. Practices would be held at an LISD gym location chosen by the volunteer coach, coordinated by the YMCA League Director at the beginning of each season, or at another League-sanctioned Site. These sites have included local church gyms or the YMCA.
- c. Practices will be available Monday through Friday, between 5pm and 9pm. Earlier time slots will be reserved for Kindergarten, 1st Grade, and 2nd Grade Divisions, while 5th Grade and Middle School divisions will take 8pm time slots. These practices will again be coordinated by the League Director.
- d. CANCELLATIONS will be coordinated at least 24 hours in advance, unless given less notice by LISD staff. Weather cancellations will be posted online, as well as sent out to all coaches. A make-up practice, where plausible, will be provided by the league, although the time, weekday, and location are subject to change. Practices that fall on holidays will be rescheduled at the beginning of the season.
- e. Practices will be supervised by an LISD staff member, as well as the volunteer coach, who will be trained to act as the official liaison between the team and the YMCA League Director.

B. Games

- a. Recreational divisions would consist of eight regular season games, held on Saturdays, typically during the same time block (i.e. Kindergarten boys typically play between 8am-1pm) every week for eight weeks. Competitive divisions would consist of 7 regular season games and a single elimination tournament. Scheduling will be posted on <https://crosstimbersymcasports.playerspace.com/>. All pertinent game notes, location changes, time changes, and cancellations will be posted online no less than 24 hours before a game. All changes to the original schedule will be accompanied by an email

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and phone call to all affected coaches, who will in turn be expected to broadcast these changes to their participant's parents.

C. Tournaments

- a. Tournaments will be offered to all competitive divisions 3rd grade–8th grade. Tournaments will be played at LISD schools and will be played during regular practice hours, 6pm–9pm, M–F, as well as on Saturdays. Fair-play and all other regular season rules will apply. All YMCA teams entering into tournaments will do so with the same roster as their regular season team. No additions or recruits will be allowed.
- b. Additional tournaments, such as 3-on-3 basketball tournaments or 4-on-4 grass/sand volleyball tournaments, will be considered given sufficient interest and commitment from league participants.

D. Camps & Clinics

- a. The Cross Timbers YMCA will host camps and clinics for boys and girls of all skill levels in both basketball and volleyball. All camps and clinics will be led by instructors with an appropriate background in the respective sports. Appropriate ratios (1:10 maximum when instructors are working with children only) are always evaluated and maintained per the YMCA Sports Departments Operating Guidelines. While experienced, mature high school-aged instructors lead Small Fry and Big Tot programs, college-aged and Young Adults with appropriate credentials will be hired to lead summer camps and clinics. Currently the YMCA provides the following options:
 - i. "Small Fry" Programs
Designed for children ages three to five, "Small Fry" classes are led by instructors that teach parents and their children the fundamentals of basketball—dribbling, passing, shooting, teamwork, etc. in an environment that caters to appropriate motor skill, social, and mental development for the children. The program runs 6 weeks and coincides with the in-season sport. No midweek practices or officiated games are held for Small Fry programs.
 - ii. Summer Camps
Week-long summer camps will be held in the summer at the Cross Timbers YMCA gymnasium. These camps, geared towards participants who have played either basketball or volleyball previously, will be led by coaches/instructors who will identify areas of improvement for each child. Curriculum will focus not only on basketball skills but also the YMCA's core values of Honesty, Caring, Respect, and Responsibility. No midweek practices are held during summer Camps, but all campers will participate in games/scrimmages officiated by clinic instructors.

II. How Recreation Teams will be formed

Divisions are done by a Child's Grade as of September 1st of each year. Currently the Grade Divisions are as follows for Basketball and Volleyball:

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Girls Basketball

Kinder/1st Grade
2nd Grade
3rd Grade Recreational
4th Grade Recreational
4th Grade Competitive
5th Grade Recreational
5th Grade Competitive
Middle School Recreational
Middle School Competitive
High School Division

Boys Basketball

Kindergarten
1st Grade
2nd Grade
3rd Grade Recreational
3rd Grade Competitive
4th Grade Recreational
4th Grade Competitive
5th Grade Recreational
5th Grade Competitive
Middle School Recreational
Middle School Competitive
High School Division

Girls Volleyball

1st-2nd Grade Clinic
3rd-4th Grade League
5th-6th Grade Recreational
5th-6th Grade Competitive
7th-8th Grade Recreational
7th - 8th Grade Competitive

Current rules provide that a child may elect to play up a grade division, at the discretion of the parent and coach.

1a. Recreation Divisions Team Formation

The YMCA's proven registration process provides an excellent wealth of knowledge that allows for convenient, yet comparably even-skilled teams in the basketball and volleyball programs. The following information is gleaned from the registration process:

- A. Child's School
- B. Child's Grade
- C. Seasons of Experience in specified sport
- D. Teammate Request (if applicable)
- E. Coach Request (if applicable)

The YMCA sports department carefully analyzes and implements this data to create teams with the following priorities:

- 1. Participants get to play with the requested coach and/or teammates
- 2. Participants get to play on a geographically-convenient team
- 3. Participants get to play on a team comprised of schoolmates

In accordance with the YMCA's and the Town of Flower Mound's belief that youth sports "[develop] the youth of Flower Mound" and that these and other similar programs "build self-esteem, promote teamwork, develop the body.... and [are] an integral part of the maturation process" the basketball and volleyball leagues prioritize a child's experience over pure-sport. While in some situations teams may become 'stacked' or some may abuse our policy, the overall benefit from this process outweighs any possible cons. In the YMCAs experience, most teammate and coach requests arise from such matters of practicality as carpooling, shared youth groups, etc.

1b. Competitive Divisions Team Formation

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Currently the YMCA offers a competitive division in the 3rd grade-Middle school leagues for boys basketball, 4th grade through middle school leagues for girls basketball and 5th grade through middle school league for girls volleyball. Competitive teams will be formed in one of two ways:

- a. Teams wishing to fill all roster spots with teammates may register as one team for one fee. One payment will be accepted for the team.
- b. Coaches not able to fill an entire roster with teammates may guarantee their child and one other child on their team. All other players will come from single participant competitive league registrants. Because of the competitive nature of the division, no considerations will be made as to geographic convenience, teammate requests, or coach requests. Once a team has been formed, no roster switches will be permitted in the competitive division.

III. League Registration Process

Because the Cross Timbers Family YMCA exists as an organization outside of its Basketball and Volleyball leagues, the registration process is a well-oiled machine with plenty of support and staff to streamline the process for both participants and league organizers. Registration will be available both in person at the Cross Timbers YMCA or online at www.crosstimbersymca.org. Links to register would be made available from our scheduling website, pertinent city websites, and community newsletters, posts, and blogs. Two timelines invariably affect a successful youth sports league: participant timelines and director timelines, each of which are illustrated below.

CROSS TIMBERS YMCA

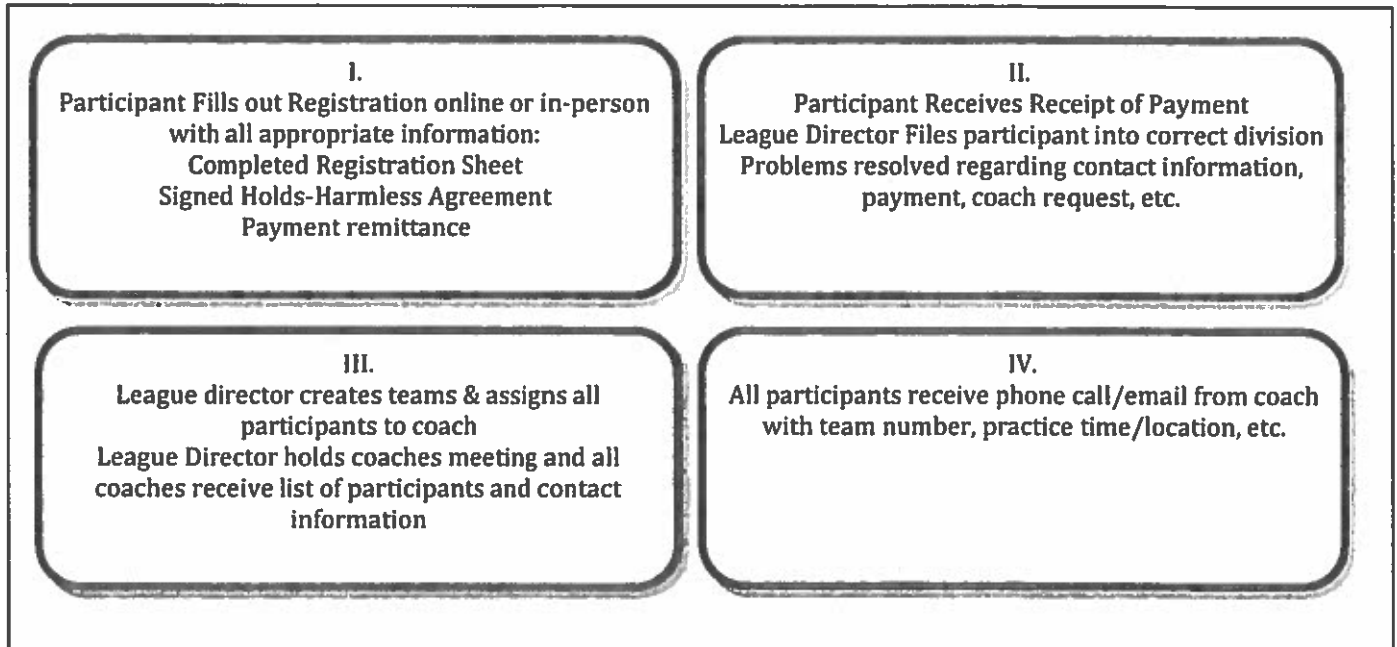
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A. The flow chart below illustrates the typical YMCA registration process in regards to participants:



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IV. Proposed Registration dates/Deadlines

Season	Registration Period	Late Registration	Coaches Meeting	First Practice	First Game
Winter Basketball	September 1 st - October 31 st	November 1 st - November 10 th	Week before Thanksgiving	Week after Thanksgiving	2 nd Saturday in December
Spring Volleyball	January 1 st - February 15 th	February 16 th - February 26 th	Last week of February	Week before Spring Break	First Saturday after Spring Break
Summer Basketball	March 1 st - April 30 th	May 1 st - May 10 th	Last week of May	First week of summer break for LISD	First Saturday of summer for LISD
Summer Volleyball	March 1 st - April 30 th	May 1 st - May 10 th	Last week of May	First week of summer break for LISD	First Saturday of summer for LISD
Fall Volleyball	July 1 st - August 10 th	August 11 th - August 20 th	Last week of August	Week Following Labor Day	2 nd Saturday of September

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V. Proposed League Dates:

Season	Start Date	End Date	Tournament	Holidays Taken
Winter Basketball	December	February	Last Weekend of February	LISD winter break
Spring Volleyball	March	May	3 rd Weekend of May	LISD spring break and Easter
Summer Basketball	June	August	1 st Weekend of August	July 4 th
Summer Volleyball	June	August	1 st Weekend of August	July 4 th
Fall Volleyball	September	November	2 nd Weekend of November	NONE

VI. Grievance Process

Formal grievances, filed against league administrators, referees, coaches, parents, or participants will be submitted either in writing at the branch or by email to the sports director.

"All grievances will be addressed by YMCA Sports Department Staff within one week of receiving grievance. After review by Sports Staff a final decision will be made regarding repercussions and further action. The decisions of the Sports Department are final."

Section 2C – STAFFING

The YMCA Of Metropolitan Dallas is an organization with over 2200 employees, giving the Town of Flower Mound a vast spectrum of specialized employees who can efficiently and thoroughly complete all tasks that would arise from a youth basketball and volleyball league.

I. YMCA of Metropolitan Dallas Association Overhead:

- A. Risk Management Department
- B. Legal Council
- C. Facilities Department
- D. Purchasing Department
- E. Marketing/Advertising Department
- F. Sports "YPOD" Committees
- G. Accounting/Budget Departments
- H. Staff Training/Development Departments

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II. Cross Timbers Family YMCA Staff

On a more local level, the Cross Timbers Family YMCA staff is comprised of many full-time and part-time staff that enable a program to be run smoothly:

A. League Administrators

DeWayne Norris, Sports Director

- i. Responsible for the registration, administration, and general oversight of the Basketball and Volleyball leagues, as well as other sports programs offered at the Cross Timbers Family YMCA. Reports to Jason Walter, Executive Director, and coordinates league efforts with Matt Chutchian, Town Athletic Supervisor; Salaried Position*

B. Gymnasium Monitors

a. LISD Teacher Staff

- i. Responsible for daily oversight of LISD gymnasiums; enforces rules set by LISD and YMCA basketball league; reports directly to LISD staff and coordinates problems with DeWayne Norris, Sports Director*

C. Officials

a. Senior Officials

- i. Licensed by Refereeing agency; responsible for calling of games (head referee for grades 3rd-8th); help train junior referees and guide/instruct them to become better officials; act as front line of customer service with coaches, participants, and parents; on-site liaison between Sports Director/Coordinator; reports to Sports Director*

b. Junior Officials

- i. Qualified High School & College students with commiserate basketball/volleyball experience; lead officials for Kindergarten-2nd Grade divisions; Junior officials for 3rd-8th grade games; responsible for cleaning gymnasiums after shift; picking up/transporting game day supplies (ball, score table, chairs, wristbands, stop watch, etc). Reports to Sports Director*

D. Office Staff

a. Linda Kraft, Office Manager

- i. Amongst other duties at the Cross Timbers branch, responsible for coordinating invoices, payroll, and all business related dealings; reports to Jason Walter, Executive Director*

b. Megan Insco, Membership Director

- i. Amongst other duties at the Cross Timbers Branch, supervising front desk staff; addressing all registration issues; coordinating member activities at the Cross Timbers YMCA; reports to Jason Walter, Executive Director*

c. Jason Walter, Executive Director

- i. Amongst other duties at the Cross Timbers Branch, general manager of all budgets, programs, marketing, and expenditures. All decisions made on a branch level are*

CROSS TIMBERS YMCA

2021 Cross Timbers Rd, Flower Mound, TX 75028 P 972 539 9622 F 972 539 9348

Mission: To put Christian values into practice through programs that build healthy spirit, mind and body for all.



FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

approved by Jason Walter. Reports to board of Managers as well as Eric Schenkelberg, Operations Vice President of Dallas YMCA.

III. Staff Training

- The Cross Timbers Family YMCA prides itself in having a well-trained and qualified staff. Some standard measures to ensure a knowledgeable staff include:
 - a. First-Responder Training
 - i. All full and part time staff are required to recertify annually in:
 - 1. CPR
 - 2. First Aid
 - 3. Blood Borne Pathogens
 - 4. Oxygen Administration
 - 5. AED Administration
 - b. Child Abuse Awareness Training
 - i. All full and part time staff are required to recertify annually in a 4 part online child abuse awareness program administered by Praesidium that emphasizes both noticing and preventing child abuse, as well as protecting oneself as an employee from being accused of child abuse.
 - c. Making the Difference & Listen First Training
 - i. Unique to the Dallas YMCA, these trainings are required for all full and part time staff. These trainings focus on helping employees act as role-models in the community and listening to patrons to better be equipped to solve problems in a customer-friendly manner
 - d. Basketball Officials Training
 - i. Perhaps most pertinent to their job, each new junior referee is required to attend a basketball or volleyball officials' training, conducted onsite with our league director, and Andre Dangerfield, Senior Referee. The training helps referees understand both their administrative duties, as well as how to properly officiate a volleyball or basketball game. Hand signals, league-specific rules, conduct, proper dress, etc. are all covered. Two teams are also chosen to have a scrimmage, at which all junior referees will practice refereeing.

Section 2D – COACHES

Without the dedicated services of volunteer coaches, the YMCA youth basketball and volleyball leagues would not be possible. Considering that the coach will spend the most time with each participant, the Cross Timbers Family YMCA knows that it is imperative that each coach receive the training and tools needed to provide both a great foundation of skills as well as a positive and encouraging experience for each child. These, combined with the upmost attention to detail in regards to the safety of participants, the Cross Timbers YMCA has implemented the following practices:

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- Each coach must complete a volunteer application, which includes:
 - a. Criminal background check
 - b. YMCA's position on preventing child abuse
 - c. Volunteer Code of Conduct
 - d. Coaches Code of Conduct
 - e. Child Abuse Training
- Coaches are provided training online through our YMCA Youth Sports eLearning, these include:
 - a. Program Philosophy
 - b. Parents Roles in Youth Sports
 - c. Volunteers Make the Team
 - d. Safety and Emergency Action
 - e. Coaching YMCA Youth Sports
 - f. Sport Specific Training



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Section 2E - Rules Governing League and Tournament Play – see pages 16-28

Section 2F – Bylaws – see pages 29-38

Section 2G - Mission Statement

The mission of the Cross Timbers Family YMCA is to put Christian values into practice through programs that help build a healthy spirit, mind, and body for all.

Section 2H - Other information

- As a local non-profit the Cross Timbers YMCA raises money each year that enables all to participate in our programs. Our goal is to turn no one away due to an inability to pay for a program.
- Basketball was invented at a YMCA in 1891 and the Cross Timbers YMCA has been offering quality programs for over 30 years to the Flower Mound Community.
- Being part of the YMCA of Metropolitan Dallas and the Y of the USA gives us added resources. These resources include marketing, risk management, support from other branches and more.

Section 3 – Program Fees

- Recreational Basketball - \$80/YMCA member & \$130/non YMCA member, this provides 1 hour of practice per week, 8 games, approximately 700 in winter basketball and 300 in summer basketball
- Competitive Basketball - \$137/YMCA member and non YMCA member, this provides 2 hours of practice per week, 7 games, single elimination tournament, approximately 300 in winter basketball and 200 in summer basketball
- Recreational Volleyball - \$80/YMCA member & \$130/non YMCA member, this provides 1 hour of practice per week, 8 games, approximately 250 in fall and spring, 150 in summer
- Competitive Volleyball - \$137/YMCA member and non YMCA member, this provides 2 hours of practice per week, 7 games, single elimination tournament, approximately 100 in fall and spring
- Basketball and Volleyball Camps/Clinics - \$65/YMCA member & \$95/non YMCA member, 1 week of camp

Section 4 – Prior Experience

The Cross Timbers Family YMCA has been operating youth sports in the Flower Mound community for over 35 years and has been the provider for the Town of Flower Mound's basketball and volleyball programs for the past 10 years. The sports offered at the Cross Timbers Family YMCA include basketball, volleyball, soccer and special needs sports. We have over 3,000 participants in our sports programs annually. We have a passion for serving the youth in our community and we look forward to continue to do this great work in the years to come.

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Mission: To put Christian values into practice through programs that build healthy spirit, mind and body for all.

Cross Timber Sports

YOUTH BASKETBALL RULES

FUNDamental League (Pre-K – 2nd Grade)

Philosophy of the YMCA Basketball Program:

- Child First, Sport Second: The YMCA youth sports programs are designed to promote growth in body, mind, and spirit; encourage participation through family involvement; low-level competition and an emphasis on fun, safety, teamwork, fair play, and skill development.

Rule Administration

- The Cross Timbers Family YMCA reserves the right at any time to modify, change or create any rule that is in the best interest of the YMCA Basketball Program and its participants.

Player Eligibility

- All players who participate in the basketball season sponsored by the YMCA must be registered and have paid all fees.
- Players must play in their current grade level. Players may play above their current grade if requested.
- The optimum roster size for each team is 10 players. Variances can be allowed at the YMCA's discretion.

Uniform Requirements

- All players must wear a YMCA reversible game jersey.
- Only non-marking, non-cleat athletic shoes may be worn at practices and games.
- Jewelry such as necklaces, bracelets, watches, rings, earrings that hang off the ear lobe or any other item deemed dangerous may not be worn during warm up or game play.

Home Team Designation

- The team listed first will be the home team.
- The home team should use the bench to the right of the scorer's table, as you face the floor.
- Each team's basket for the pre-game warm-up will be the basket furthest from its bench.

Scorekeeper/Clock Operator

- The home team shall provide a qualified scorekeeper; the visiting team shall provide a qualified clock operator. These responsibilities can be changed with the mutual agreement of both teams or at the discretion of a League Official. A scorekeeper or clock operator can be removed and replaced at any time by the game officials or the League Official, whenever it is deemed appropriate to do so. Volunteer scorekeeper/clock operators must refrain from cheering for their respective teams while acting as scorekeeper/clock operator.

Game Ball/Ball Specs/Goal Height

- Game balls will be provided by Cross Timbers YMCA Sports
- Practice and warm-up balls will NOT be provided.
- Junior size ball (27.5) will be used for pre-k/kinder and an Intermediate ball (28.5) for 1st and 2nd grades
- Game play will be on an 8-ft. goal

Start/End of the Game

- All teams are encouraged to be at their game site 15 minutes before tip-off. Game time is forfeit time.
- All games will begin with both teams facing each other at mid-court, reciting the YMCA Sports Pledge:

“Win or lose, I pledge before God, to play the game as well as I know how; to obey the rules, to be a good sport at all times; and to improve myself in spirit, mind, and body.”

**** All teams must be ready to recite the pledge five minutes before game time***

- After each game, both teams will line up on the sideline, congratulate one another, and immediately leave the court to allow the teams playing the next game, proper warm-up time.

Playing Periods

- Teams will play Four - 8 min quarters with a running clock. The clock will be stopped for timeouts, official timeouts and injuries.
- Half time will be limited to 3 minutes.
- The clock will be stopped on all dead balls the last minute of 2nd and 4th quarters.

Jump Balls and Alternating Possession

- Home team will start with the ball on their baseline to begin the game.
- Teams will then alternate quarters for starting possession

Cross Timber Sports

YOUTH BASKETBALL RULES

FUNDamental League (Pre-K – 2nd Grade)

Timeouts

- Each team will have 2 one-minute timeouts per half.
- Time outs are NOT carried over from the first half to the second half.
- The horn or whistle will be sounded 45 seconds into a team's timeout to let the coach know they have 15 seconds before the 5 second inbound count will start.
 - A technical foul may be given to teams who delay in returning to the court at the officials' signal.
- A technical foul will be charged to any team who calls a timeout after they have used the allotted four timeouts, however, the timeout will be honored
- Official timeouts will be called for injury or any other reason an official deems necessary.

Substitution/Playing Time

- All players must play equal playing time. (Free substitution during all 4 periods)
 - *The fair-playing time rule is in effect, so each player must play a minimum of 2 full quarters, and no child may play more than 1 quarter more than other players (i.e. one child cannot play 3 1/2 quarters when another child is playing only 2 quarters. Coaches must use one of their time outs to substitute.*
- Any complaint about playing time rule violation should be made to the game official. However, coaches should not request the official to remove or determine playing time of any player, as it is not their responsibility. A written complaint should also be filed with the Sports Director.

Live/Dead Ball Rules

- The ball is in play when it hits an official, the sides or bottom of the backboard, the net, players, or any part of the court inside the boundary lines.
- The ball is declared dead if it hits the back of the backboard, the backboard supports, any boundary lines, the ceiling, lights, or any obstructing objects that are in the field of play.
- If the ball travels along the top of the backboard then it will also be considered dead.

Defense Rule

Pre-K/Under

Players can only play passive, man-to-man defense. Wrist bands will be provided, like the 1st/2nd Grade rules below, but no active defensive play on the ball may be permitted. Players must try to play defense by sticking their hands out to block a shot or intercept a pass.

1st Grade/2nd Grade

Each team will play MAN-TO-MAN defense. Wrist bands will be provided so that opposing players can match up and guard the opponent who has the matching color wrist band. The exception to the rule is when the offender is in the paint. When this occurs, any defender may defend against the offender. The referee has the authority to change a player's wrist band if warranted.

Technical fouls will be assessed to any team not playing an obvious man-to-man defense.

The ball can be stolen on the pass only.

Backcourt Guarding/Pressing/Fast Breaks

There is no Backcourt guarding (pressing) after a basket is made or on an inbound play. The defense must go to the frontcourt (behind the three-point line) so the offense to come down the floor.

No fast breaks. The offense must wait until all defensive players are in the front court before they advance the ball.

Legal Screening

Picks and screens are not allowed.

A screen is legal blocking, which delays or prevents an opponent from reaching a desired position and is allowed.

The player positioning the legal screen must allow the moving opponent enough time and distance to avoid contact. This distance need not be more than one normal step away.

The player setting the screen must not be moving and must be facing their man.

Inbounding Rules

- After a Made Basket, any of the five players on the team may take the ball out of bounds. After the inbound passer steps out of bounds, he has five seconds to pass the ball inbounds to a teammate or it is a violation.
 - After a made basket the inbound passer can freely roam the distance of the baseline.
- No steps are allowed on spot throw ins. Traveling is enforced out of bounds.

Cross Timber Sports

YOUTH BASKETBALL RULES

FUNDamental League (Pre-K – 2nd Grade)

Three Second Lane Violation Rule

- No lane violation will be enforced.

Ten Second Rule

- Once a ball is in play the offensive team has a total of 10 seconds to cross the mid-court line. If a team is unsuccessful, possession will be given to the opposing team.

Fouls/Free Throws

- No player will be forced to sit out after five personal fouls, unless the referee determines they are out of control and could injure another player and need to sit out.
- A technical foul is given due to inappropriate conduct, intentional fouling, or disrespectful actions. Two shots and possession will be awarded.
- Pre-k/kinder will not have free throws; 1st/2nd Grade will shoot 2 ft. inside the free throw line.

Traveling and Double Dribble

- Traveling is the moving of a foot or feet while holding the ball. Pivoting on one foot is legal if that foot has not been previously moved after giving up the dribble or catching the ball. A pivot foot maybe lifted on a pass or a shot if it does not touch the floor before the ball leaves the player's hands.
- If a player gains control of the ball while on the floor, they may legally pass the ball if they do not gain an advantage by rolling, sliding, or standing up with the ball.
- A player cannot pass the ball to himself/herself.
- A player may not dribble a second time after they've given up an initial dribble, unless they lose control due to an attempted shot, defensive bat or steal, or a fumbled pass that has been touched by another player.
- This rule should be taught by all coaches but will be enforced at the judgment of the official.

Schedule/Scores/Standings

- League schedule will be posted on crosstimbersymcasports.playerspace.com
- The FUNDational league/division does not keep win/loss records or post scores online.

LISD and YMCA Gym Policy

- No food or drinks are to be brought into the gyms. If you have snacks for after the game, please wait until you are outside the gym to hand them out. Teams may have water bottles in the gym.
- There are no animals or pets of any kind allowed in the school facilities at any time.
- Everyone must pick up after themselves. The staff and the coaches are not personal attendants for everyone. There is no lost and found so any items that are left behind will be thrown out.
- The youth basketball program is limited to the gymnasium only and the closest bathrooms and water fountains. No one is to be roaming the school hallways, in classrooms, or the cafeteria.
- Be respectful of posters and wall decorations.
- Disregarding any of the above rules may result in the loss of practice and game facilities.

Coaches and Team Conduct

- Unsportsmanlike conduct on the part of the team members, coaches, or spectators, will not be tolerated.
- Parents shall not address officials (if there are questions or concerns, they should be brought to the attention of the coach and he/she may voice his/her concern to the official).
- Coaches are responsible for the conduct of their spectators.
- If there is a complaint regarding a component of the Cross Timbers Sports Basketball program, the complainant shall write a letter to the Senior Program Director (dnorris@ymcadallas.org).

The official supplied by the YMCA will be the governing force at all games. Judgment calls are not to be disputed. Any coach exhibiting bad sportsmanship will be ejected from the game, suspended from coaching for a minimum of one game and a maximum of the remainder of the season.

DeWayne Norris
Senior Program Director
Sports/Aquatics/Family Programs
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2021 Cross Timbers Road
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Cross Timbers YMCA Sports

YOUTH BASKETBALL RULES

Recreational League: Division 2 (3rd Grade – 8th Grade)

	3 rd Grade	4 th – 8 th Grade	4 th – 6 th Grade	7 th – 8 th Grade
Goal Ht.	9 ft.	10 ft.	10 ft.	10 ft.
Quarters	8 minutes	8 minutes	8 minutes	8 minutes
Ball Size	Intermediate 28.5	Intermediate 28.5	Intermediate 28.5	Official 29.5
Playing Time	16 minutes	16 minutes	16 minutes	16 minutes
Defense	Man	Man/Zone	Man/Zone	Man/Zone
Back Court Guarding	No	5 th and above: YES	Yes	Yes
Free Throws	Regulation Line	Regulation Line	Regulation Line	Regulation Line

Philosophy of the YMCA Basketball Program:

- Child First, Sport Second: The YMCA youth sports programs are designed to promote growth in body, mind, and spirit; encourage participation through family involvement; low-level competition and an emphasis on fun, safety, teamwork, fair play, and skill development.

Rule Administration

- The Cross Timbers Family YMCA reserves the right at any time to modify, change or create any rule that is in the best interest of the YMCA Basketball Program and its participants.

Player Eligibility

- All players who participate in the basketball season sponsored by the YMCA must be registered and have paid all fees.
- Players must play in their current grade level. Players may play above their current grade if requested.
- The optimum roster size for each team is 10 players. Variances can be allowed at the YMCA's discretion.

Uniform Requirements

- All players must wear a YMCA reversible game jersey.
- Only non-marking, non-cleat athletic shoes may be worn at practices and games.
- Jewelry such as necklaces, bracelets, watches, rings, earrings that hang off the ear lobe or any other item deemed dangerous may not be worn during warm up or game play.

Home Team Designation

- The team listed first will be the home team.
- The home team will wear dark (blue) and the away team will wear light (red)
- The home team should use the bench to the right of the scorer's table, as you face the floor.
- Each team's basket for the pre-game warm-up will be the basket furthest from its bench.

Scorekeeper/Clock Operator

- The home team shall provide a qualified scorekeeper; the visiting team shall provide a qualified clock operator. These responsibilities can be changed with the mutual agreement of both teams or at the discretion of a League Official. A scorekeeper or clock operator can be removed and replaced at any time by the game officials or the League Official, whenever it is deemed appropriate to do so. Volunteer scorekeeper/clock operators must refrain from cheering for their respective teams while acting as scorekeeper/clock operator.

Game Ball/Ball Specs/Goal Height

- Game balls will be provided by Cross Timbers YMCA Sports
- Practice and warm-up balls will NOT be provided.
- The intermediate size ball (28.5) will be used for the 3rd, 4th, 5th, & 6th grade Boys' teams and all Girls' teams.
- All other teams will use the regulation size ball (29.5).
- 3rd grade will play on a 9-ft. goal
- All other grade levels will play on a 10-ft. goal.

Cross Timbers YMCA Sports

YOUTH BASKETBALL RULES

Recreational League: Division 2 (3rd Grade – 8th Grade)

Start/End of the Game

- All teams are encouraged to be at their game site 15 minutes before tip-off. Game time is forfeit time.
- All games will begin with both teams facing each other at mid-court, reciting the YMCA Sports Pledge:

“Win or lose, I pledge before God, to play the game as well as I know how; to obey the rules, to be a good sport at all times; and to improve myself in spirit, mind, and body.”

** All teams must be ready to recite the pledge five minutes before game time*

- After each game, both teams will line up on the sideline, congratulate one another, and immediately leave the court to allow the teams playing the next game, proper warm-up time.

Playing Periods

- There will be four 8 min quarters with a running clock. The clock will be stopped for timeouts, official timeouts and injuries.
- Half time will be limited to 3 minutes.
- The clock will be stopped at all dead balls the last minute of 2nd and 4th quarters.

Running Clock Rule (“15/10 Rule”):

- When a team leads by 15 points or more anytime during the game, a running clock will be used.
- If the lead is reduced below 10 points, the regulation clock is resumed.
- The League Official reserves the right to change/modify the length of the game to keep the gym schedule on pace for the duration of the day.

Timeouts

- Each team will have 2 one-minute timeouts per half.
- Time outs are NOT carried over from the first half to the second half.
- A technical foul may be given to teams who delay in returning to the court at the officials’ signal.
- A technical foul will be charged to any team who calls a timeout after they have used the allotted four timeouts, however, the timeout will be honored.

Substitution/Playing Time

- All players must play equal playing time. (Free substitution during all 4 periods)
 - *The fair-playing time rule is in effect, so each player must play a minimum of 2 full quarters, and no child may play more than 1 quarter more than other players (i.e. one child cannot play 3 1/2 quarters when another child is playing only 2 quarters. Coaches must use one of their time outs to substitute.*
- Any complaint about playing time rule violation should be made to the game official. However, coaches should not request the official to remove or determine playing time of any player, as it is not their responsibility. A written complaint should also be filed with the Sports Director.

Live/Dead Ball Rules

- The ball is in play when it hits an official, the sides or bottom of the backboard, the net, players, or any part of the court inside the boundary lines.
- The ball is declared dead if it hits the back of the backboard, the backboard supports, any boundary lines, the ceiling, lights, or any obstructing objects that are in the field of play.
- If the ball travels along the top of the backboard then it will also be considered dead.

Cross Timbers YMCA Sports

YOUTH BASKETBALL RULES

Recreational League: Division 2 (3rd Grade – 8th Grade)

Defense/Pressing Rules

- 3rd Grade is only allowed to play MAN-TO-MAN defense.
- All other grade levels can play MAN-TO-MAN and Zone defenses.

~~2. 3rd and 4th Grade Teams are NOT allowed to press at any time during the game.~~

- All other grade levels backcourt guarding or pressing is allowed.

Pressing/Fast Break (15/10 Rule)

- Teams are not allowed to press beyond half court/fast break with a 15 point or more lead anytime during the game.
- If the lead is reduced below 10 points, teams are then allowed to press beyond half court and fast break.
- The first violation of the "no press" or "no fast break" rule will draw a warning from the officials; subsequent violations will be assessed a bench technical foul (indirect technical foul to Head Coach).
- *Reminder: 3rd Grade Teams are NOT allowed to press at any time during the game*

Jump Balls and Alternating Possession

- Every game will begin with a jump ball.
- Alternating possession standards will be used for the remainder of the game.
- The team which does not gain possession on the jump ball will get the next change of possession and will alternate throughout the game and carry over from period to period.

Free Throws/Fouls

- Any player can attempt free throws awarded because of a technical foul.
 - A technical foul is given due to inappropriate conduct, intentional fouling, or disrespectful actions. Two shots and possession will be awarded.
- Players, including the shooter, may not enter the lane until the ball hits the rim.
- All other grade levels will shoot free throws from the regulation free throw line.
- Teams will not shoot 1&1 (bonus) free throws on the 7th, 8th, and 9th team fouls.
- Teams will shoot two free throws (double bonus) beginning with the 10th team foul and all in *the act of shooting* fouls.

Inbounding Rules

- After a Made Basket, any of the five players on the team may take the ball out of bounds. After the inbound passer steps out of bounds, he has five seconds to pass the ball inbounds to a teammate or it is a violation.
 - After a made basket the inbound passer can freely roam the distance of the baseline.
- No steps are allowed on spot throw ins. Traveling is enforced out of bounds.

Lane Violation Rule

- 3rd Grade teams will have a 5 second lane violation rule
- All other grade levels will have a 3 second lane violation rule

Ten Second Rule

- Once a ball is in play the offensive team has a total of 10 seconds to cross the mid-court line. If a team is unsuccessful, possession will be given to the opposing team.

Schedule/Scores/Standings

- League schedule and standings will be posted on crosstimbersymcasports.playerspace.com
- The recreation league/division 2 does not keep win/loss records or post scores online.

Cross Timbers YMCA Sports
YOUTH BASKETBALL RULES
Recreational League: Division 2 (3rd Grade – 8th Grade)

LISD and YMCA Gym Policy

- No food or drinks are to be brought into the gyms. If you have snacks for after the game, please wait until you are outside the gym to hand them out. Teams may have water bottles in the gym.
- There are no animals or pets of any kind allowed in the school facilities at any time.
- Everyone must pick up after themselves. The staff and the coaches are not personal attendants for everyone. There is no lost and found so any items that are left behind will be thrown out.
- The youth basketball program is limited to the gymnasium only and the closest bathrooms and water fountains. No one is to be roaming the school hallways, in classrooms, or the cafeteria.
- Be respectful of posters and wall decorations.
- Disregarding any of the above rules may result in the loss of practice and game facilities.

Coaches and Team Conduct

- Unsportsmanlike conduct on the part of the team members, coaches, or spectators, will not be tolerated.
- Parents shall not address officials (if there are questions or concerns, they should be brought to the attention of the coach and he/she may voice his/her concern to the official).
- Coaches are responsible for the conduct of their spectators.
- If there is a complaint regarding a component of the Cross Timbers Sports Basketball program, the complainant shall write a letter to the Senior Program Director (dnorris@ymcadallas.org).

The official supplied by the YMCA will be the governing force at all games. Judgment calls are not to be disputed. Any coach exhibiting bad sportsmanship will be ejected from the game, suspended from coaching for a minimum of one game and a maximum of the remainder of the season.

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Cross Timber Sports

YOUTH BASKETBALL RULES

Competitive League (Division 1)

Philosophy of the YMCA Cross Timbers Basketball Program:

- Child First, Sport Second: The YMCA & Cross Timbers Sports (CTS) programs are designed to promote growth in body, mind, and spirit; encourage participation through family involvement.

Rule Administration

- The Cross Timbers Family YMCA reserves the right at any time to modify, change or create any rule that is in the best interest of the Youth Basketball Program and its participants. All league games will be conducted under *National Federation of High School Basketball Rules*, unless otherwise noted.

Player Eligibility/Roster Size

- All players who participate in the basketball season must be registered and have paid all fees associated with CTS. No guest players are allowed, even if they are registered for a different YMCA or CTS program, or are registered with a different team. Random roster checks will be administered throughout the season to ensure this policy is enforced.
- Players must play in their current grade level. Players may play above their current grade if requested.
- The optimum roster size for each team is 10 players with 12 as the max.

Uniforms

- While it is required to have numbers on the back of the uniform, it is recommended that uniform numbers be on both the front and back of the uniform. All other NFHS rules regarding uniforms and uniform numbers are waived. It is recommended, but not required, that teams have both a dark and light-colored jersey.
- Jewelry such as necklaces, bracelets, watches, rings, earrings or any other item deemed dangerous may not be worn during warm up or game play.

Home Team Designation

- In league play, the team listed first will be the home team.
- In tournament play, the top team listed will be the home team.
- In case of uniform conflicts, the home team will wear the lighter colored jersey.
- The home team should use the bench to the right of the scorer's table, as you face the floor.
- Each team's basket for the pre-game warm-up will be the basket furthest from its bench.

Scorekeeper/Clock Operator

- The home team shall provide a qualified scorekeeper; the visiting team shall provide a qualified clock operator. These responsibilities can be changed with the mutual agreement of both teams or at the discretion of a League Official. A scorekeeper or clock operator can be removed and replaced at any time by the game officials or the League Official, whenever it is deemed appropriate to do so. Volunteer scorekeeper/clock operators must refrain from cheering for their respective teams while acting as scorekeeper/clock operator.

Game Ball/Ball Specs/Goal Height

- Game balls will be provided by Timber Creek Sports
- Practice and warm-up balls will NOT be provided.
- The intermediate size ball ("28.5") will be used for the 3rd, 4th, 5th, & 6th grade Boys' teams and all Girls' teams.
- All other teams will use the regulation size ball (29.5").
- All grade levels will play on a 10-ft. goal.



Cross Timber Sports

YOUTH BASKETBALL RULES

Competitive League (Division 1)

Start/End of the Game

- All teams are encouraged to be at their game site 15 minutes before tip-off. Game time is forfeit time.
- All games will begin with both teams facing each other at mid-court, reciting the YMCA Sports Pledge:

“Win or lose, I pledge before God, to play the game as well as I know how; to obey the rules, to be a good sport at all times; and to improve myself in spirit, mind, and body.”

**** All teams must be ready to recite the pledge five minutes before game time***

- After each game, both teams will line up on the sideline, congratulate one another, and immediately leave the court to allow the teams playing the next game, proper warm-up time.

Playing Periods

- Unless otherwise noted, a regulation clock will be used with following game length:
 - Grades 3 & 4: 12-minute halves.
 - Grades 5 & 6: 14-minute halves.
 - Grades 7 & 8: 16-minute halves.
- 1st overtime period will be 3 minutes; subsequent overtime periods will be 2 minutes.
- Half-Time will be 3 minutes (Half-Time length may be reduced at the option of the League Official).
- Pre-game Warm-Up will be a minimum of 5 minutes (the Warm-Up time length may be reduced at the option of the League Official).

Running Clock Rule (“20/15 Rule”):

- Grades 3 & 4: When a team leads by 20 points or more anytime during the game, a running clock will be used.
- Grades 5, 6, 7, 8: When a team leads by 20 points or more during the 2nd half of a game, a running clock will be used.
- If the lead is reduced below 15 points for all grades, the regulation clock is resumed.
- The League Official reserves the right to change/modify the length of the game to keep the gym schedule on pace for the duration of the day.

Free Throws

- Teams will not shoot 1&1 free throws on the 7th, 8th, and 9th team fouls.
- Teams will shoot the double bonus beginning with the 10th team foul and all in *the act of shooting* fouls.

Timeouts

- Each team will be allowed 2 thirty-second timeouts per half.
- Timeouts do not carry over.
- One additional timeout will be allowed for each overtime period.

Pressing Rules (20/15 Rule)

- Grades 3 & 4: Teams are not allowed to press beyond half court with a 20 point or more lead anytime during the game.
- Grades 5, 6, 7, 8: Teams are not allowed to press beyond half court with a 20 point or more lead in the 2nd half.
- If the lead is reduced below 15 points, teams are then allowed to press beyond half court.
- The first violation of the “no press” rule will draw a warning from the officials; subsequent violations will be assessed a bench technical foul (indirect technical foul to Head Coach).



Cross Timber Sports

YOUTH BASKETBALL RULES

Competitive League (Division 1)

Schedule/Scores/Standings

- League schedule, scores and standings will be posted on crosstimbersymcasports.playerspace.com
- Coaches of the winning team should email scores to DeWayne Norris at dnorris@ymcadallas.org no later than the Monday following the game.

LISD and YMCA Gym Policy

- No food or drinks are to be brought into the gyms. If you have snacks for after the game please wait until you are outside the gym to hand them out. Teams may have water bottles in the gym.
- There are no animals or pets of any kind allowed in the school facilities at any time.
- Everyone must pick up after themselves. The staff and the coaches are not personal attendants for everyone. There is no lost and found so any items that are left behind will be thrown out.
- The youth basketball program is limited to the gymnasium only and the closest bathrooms and water fountains. No one is to be roaming the school hallways, in classrooms, or the cafeteria.
- Be respectful of posters and wall decorations.
- Disregarding any of the above rules may result in the loss of practice and game facilities.

Coaches and Team Conduct

- Unsportsmanlike conduct on the part of the team members, coaches, or spectators, will not be tolerated.
- Parents shall not address officials (if there are questions or concerns, they should be brought to the attention of the coach and he/she may voice his/her concern to the official).
- Coaches are responsible for the conduct of their team and spectators.
- If there is a complaint regarding a component of the Cross Timbers Sports Basketball program, the complainant shall write a letter to the Senior Program Director (dnorris@ymcadallas.org).

The official supplied by the YMCA will be the governing force at all games. Judgment calls are not to be disputed. Any coach exhibiting bad sportsmanship will be ejected from the game, suspended from coaching for a minimum of one game.

DeWayne Norris
Senior Program Director
Sports/Aquatics/Family Programs
Cross Timbers Family YMCA
2021 Cross Timbers Road
Flower Mound, TX 75028
972-539-9622
dnorris@ymcadallas.org



Cross Timbers YMCA

Volleyball Rules

CT YMCA Volleyball is designed for girls in grades 3-8.

PHILOSOPHY OF THE YMCA VOLLEYBALL PROGRAM: THE CHILD FIRST, THE SPORT SECOND.

We are interested in children as an individual person and in helping them develop their own Christian personality through the CT YMCA volleyball program. Children will be given the opportunity to participate in every match regardless of their ability. Our participation rules are set up to allow an equal opportunity for children to participate throughout the season.

I. RULES

National Federation of High Schools (NFHS) volleyball rules or used to officiate all play.

II. EQUIPMENT

1. Sneakers, or tennis shoes with non-marking soles must be worn always.
2. Players may wear long pants, athletic shorts, volleyball spandex shorts or other comfortable athletic clothing.
3. All jerseys or T-Shirts must have the "Y" logo.
4. Knee pads are **REQUIRED** for all matches, **NO EXCEPTIONS**.
5. Volleylite will be used for grades 3rd-6th rec. Regulation volleyball will be used for 5th/6th comp 7th/8th rec.
6. Jewelry is prohibited to include earrings, rings and bracelets. **NO EXCEPTIONS** for new piercings. If jewelry cannot be removed, the player cannot participate in match.

III. NUMBER OF PLAYERS

GRADE	#ON COURT	MINIMUM PLAYERS NEEDED	ROSTER	Min.	Max.
3 rd /4 th	6	4		7	12
5 th /8 th	6	5		7	12

REC: No penalty for missing player(s) and players from other team can be used.

COMP: Loss of point/rally when missing player position (hole) is serving. No sharing players.

IV. MATCH DURATION

1. **REC:** All matches will include 3 sets (No best two-out-of-three). The first 2 sets will be to 25 (win by 2, hard cap at 27). The third set will be to 15 (win by 2, hard cap at 17).

COMP: All matches are best 3 out of 5. The first 4 sets will be to 25 (win by 2, hard cap at 27). The fifth set will be to 15 (win by 2, hard cap at 17).

2. **REC:** A running clock will be monitored by the official. After 45 minutes the team currently in the lead wins that set, the match will then end.

COMP: A running clock will be monitored by the official. After 65 minutes the team currently in the lead wins that set, the match can end in a tie with no winner.

3. One time out will be allotted per set. Time outs do not carry over from one set to the next.

4. Rally scoring will be used for all matches.

V. PARTICIPATION RULES

Recreation:

1. Every player must be in rotation each set.
2. All players must rotate in the set at the same position in the same order. All girls will substitute out in the Right Front Position, and all girls will substitute in at the Back Right (server) Position.
3. Coaches violating the participation rules will be required to submit a player's rotation sheet to the Sports Department after every match.
4. Serving Rotation MUST remain the same from set 1 to set 2. Players resume where they were at end of the previous set. Coaches may change their rotation/serve order going into set 3.

Competitive:

1. Coaches are not required to use equal playing time from set to set but should strive to have ALL players participate in a minimum 25% of the total match.
2. Coaches can elect "placement" subs prior to the start of each set verbally to the referee. Default is rotation subs if no request is made. Combination of rotation and position subs during the set is not allowed.
3. Serving Rotation CAN change from each set.

VI. SERVING

1. Service Line: 3rd/4th division teams may select 4 players (indicated by arm bands) to serve from 8 ft inside the regular service line. The rest of the team will need to serve from 6ft inside the service line. Unlimited re-serves per service term.
2. Service Line: 5th/6th rec/comp division teams, players will serve underhand from the standard service line, the back-end line. Free throw line (in MS gyms), black line in YMCA gym for overhand serves. **REC:** 2 re-serves per service term. **COMP:** 1 re-serve per service term.
3. If a player's foot touches the floor on or in front of the service line AT the contact of serve, it is a foot fault. Point loss and side out.
4. The server must wait for the referee's whistle and accompanying hand motion before serving the ball. **REC:** The Server has 10 seconds. **COMP:** 5 seconds to serve the ball after the referee's whistle has blown to avoid a violation being called.
5. Net serves are legal and will be played as a live ball.
6. **REC:** After 5 consecutive points scored by a server, an automatic side out occurs and the opposing teams serves the ball. **COMP:** No limit of service points.
7. NFHS limits the number of re-serves a player is allowed per SERVICE TERM. **REC:** Allowed 2 (1 extra) re-serves per service term. **COMP:** Will adhere to NFHS rule of 1 per service term. It doesn't matter if the player catches the ball or lets it drop to the floor.

VI. MATCH PLAY

1. Players may not move or talk in a distracting manner while a player serves a ball.
2. Each team will have 3 hits to return a ball over the net.
3. If the ball contacts a wall it is considered out.
4. If a ball makes contact with a roof structure on their own side of the court and returns to their side of the court, it is still considered in play.
5. No prolonged contact with the ball will be permitted.
6. Contact made with the net by a player will result in stoppage of the play and an automatic side out and point loss.
7. Any players hand/foot completely crossing the center line will result in stoppage of the play and an automatic side out and point loss.

VII. COURT SPECIFICATIONS

All match play will be on a regulation volleyball court except for the YMCA gym.

Net Heights are as follows:

3rd-4th grade: 6' 10" net

5th-6th Grade: Regulation 7' 4" net

7th-8th: Regulation 7' 4" net

VIII. MATCH TIME

All teams must be ready to recite the pledge five minutes before match time. All teams are encouraged to be at their match site 15 minutes before start time. There will be a 10-minute warm up consisting of 4 minutes net time for visitor then 4 minutes for home and 2 minutes of serve for both. Match time is forfeit time.

IX. START OF MATCH

1. Home team decides side prior to coin toss.
2. Visitor calls the toss to start match, winner has option of serve or receive only. Home calls 5th set (Comp). Winner has 3 options serve, receive or side of court. Loser has remaining options
3. Before the match begins, both teams shall meet at the net and recite YMCA pledge.
4. Teams rotate to serve per NFHS rules every time including the **FIRST** time. Example: Team A has received after coin toss, 1st server has to rotate into serve position after side out, not start in serve position.

X. OFFICIATING THE MATCH

The YMCA supplied volleyball official's duties are to facilitate playing the match by giving each team equal opportunities within the limits of the rules of the game. All violations that are intentional or possibly dangerous to the player or others will be called. Playing violations that are insignificant (officials judgment) to the effect of immediate play may not be called, as they could slow down or stop the match.

XIV. COACHES AND TEAM CONDUCT

1. Unsportsmanlike conduct on the part of the team members, coaches, or spectators, will not be tolerated.
2. Parents shall not address officials (if there are questions or concerns, they should be brought to the attention of the coach and he/she may voice his/her concern to the official).
3. Coaches are responsible for the conduct of their spectators.
4. Unsportsmanlike conduct of the coaches/spectators may be grounds for warning and/or ejection from the gym as administered by the YMCA official. Failure to leave the gym may result in forfeiture of the game.
5. Teams will line up before the match and recite the YMCA pledge.
6. Teams will line up and shake hands at the end of the match.
7. Spectators must keep 3 to 5 yards back from the sideline and completely off end lines.
8. If there is a complaint regarding a component of the Cross Timbers Family YMCA volleyball program, the complainant shall write a letter to the Senior Program Director DeWayne Norris dnorris@ymcadallas.org. The Director will reply.
9. All rules not mentioned will be governed by NFHS rules and administered by court Officials.

Each team will be required to supply a Linesman (ages 16+) and a Scorekeeper (age 16+) for their match. The ball must completely cross the line to be considered out of bounds. If the ball is still on the line it is still in bounds. Linesmen will need to know basic signals for In and Out and will not be responsible for any other officiating.

The official supplied by the YMCA will be the governing force at all matches. Judgment calls are not to be disputed! Any coach exhibiting bad sportsmanship will be ejected from the match, suspended from coaching for a minimum of one game and a maximum of the remainder of the season. Coaches are responsible for controlling the actions of their parents.

DeWayne Norris

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Cross Timbers Family YMCA
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BYLAWS
OF
YOUNG MEN'S CHRISTIAN ASSOCIATION OF METROPOLITAN DALLAS

ARTICLE I
PURPOSES AND OFFICES

Section 1.1. Purposes. The mission of the Association is to put Christian values into practice through programs that build healthy spirit, mind, and body for all. The Association is organized and shall be operated exclusively for religious, charitable, scientific, literary, or educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code").

Section 1.2. Offices. The Association may have, in addition to its registered office, offices at such other places, both within and without the State of Texas, as the Board of Directors may from time to time determine or as the activities of the Association may require.

ARTICLE II
MEMBERS

Section 2.1. Generally. Any individual who is in accord with its purposes may become a member of this Association, in accordance with such provisions as may be established from time to time by the Board of Directors.

Section 2.2. Voting. Members of the Association shall not have voting rights or powers.

Section 2.3. Eligibility. No person shall be denied membership privileges due to age, religion, sex, race, or economic situation. A member must pay dues as established by the Association or be accepted as a member on a reduced dues or no dues basis under scholarship and ability-to-pay policies established by the Association.

ARTICLE III
BOARD OF DIRECTORS

Section 3.1. General Powers: Delegation. The activities, property, and affairs of the Association shall be managed by its Board of Directors, who may exercise all powers of the Association and do all lawful acts and things as are permitted by statute or by the Articles of Incorporation or by these Bylaws.

Section 3.2. Service by Directors. Each member of the Board of Directors shall be a voting member and shall be elected and serve in accordance with the further provisions of these Bylaws.

Section 3.3. Number and Qualifications. The Board of Directors shall consist of thirty-six (36) directors. The Board of Directors shall determine the number of such directors from time to

time and each such determination shall be a continuing determination of the number of directors until changed by the Board, provided that no decrease in number shall have the effect of shortening the term of any incumbent director. Directors shall be elected by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board, at any meeting. Nominations shall be received from the Board Development Committee; competing nominations may be entertained by the Board Chair in his or her discretion.

Section 3.4. Term of Office. The full term for a Board-elected director shall be three (3) years. Any such director may be reelected to such directorship for two succeeding terms. Any director who has ceased to serve on the Board is eligible for re-election.

Section 3.5. Filling of Vacancies. Any vacancy occurring in the Board of Directors resulting from the death, resignation, retirement, disqualification, or removal from office of any director or as the result of an increase in the number of directors shall be filled by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board of Directors, at any meeting thereof. Any director elected or appointed to fill a vacancy shall hold office until the end of the original term of that position or until resignation, retirement, disqualification, or removal from office.

Section 3.6. Removal. Any director may be removed, either for or without cause, at any meeting of the Board of Directors by the affirmative vote of a majority of the number of Directors fixed in accordance with these Bylaws, if notice of the intention to act upon such matter shall have been given in the notice of such meeting.

Section 3.7. Place of Meeting. Meetings of the Board of Directors shall be held at such places, within or without the State of Texas, as may from time to time be fixed by the Board Chair or as shall be specified or fixed in the respective notices or waivers of notice thereof.

Section 3.8. Annual Meetings. An annual meeting of the Board of Directors shall be held at such time and on such date as may be determined by the Board Chair. At such meeting, the Board of Directors may elect officers, and transact any and all other business as may properly come before the meeting.

Section 3.9. Regular Meetings. Regular meetings of the Board of Directors shall be held at such times and places as may be fixed from time to time by the Board Chair and communicated to all directors. Except as otherwise provided by statute, the Articles of Incorporation, or these Bylaws, any and all business may be transacted at any regular meeting.

Section 3.10. Special Meetings. Special meetings of the Board of Directors may be called by the Board Chair, by the President or by five (5) directors.

Section 3.11. Quorum and Manner of Acting. At all meetings of the Board of Directors the presence, in person and not by proxy, of one-third (1/3rd) of the directors then in office shall be necessary and sufficient to constitute a quorum for the transaction of business, except as otherwise provided by statute, by the Articles of Incorporation, or by these Bylaws. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless the act of a greater number is required by statute, by the Articles of Incorporation,

or by these Bylaws, in which case the act of such greater number shall be requisite to constitute the act of the Board. A director may vote at a meeting of the Board of Directors in person only and not by proxy. If a quorum shall not be present at any meeting of the directors, the directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. At any such adjourned meeting, any business may be transacted which might have been transacted at the meeting as originally convened.

Section 3.12. Director's Compensation. No director shall receive compensation for services as a director or as a member of a standing or special committee of the Board. Nothing herein contained shall be construed to preclude any director from receiving reimbursement for expenses incurred on behalf of the Association or from serving the Association in any other capacity and receiving compensation therefor.

Section 3.13. Consent of Directors. Any action required or permitted to be taken at any meeting of the Board of Directors or any committee may be taken without a meeting if a consent in writing setting forth the action to be taken shall be signed by a majority of all of the directors or all of the members of the committee, as the case may be. The writing setting forth the action to be taken may be in the form of e-mail, in which case a director may evidence his or her consent, or lack of consent, by returning a reply e-mail so stating.

Section 3.14. Actions by Conference Telephone. Subject to any notice of meeting requirements in these Bylaws or under Texas law, members of the Board of Directors or members of any committee of the Board may participate in and hold a meeting of such Board or committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. Minutes of any such meeting shall be promptly prepared, circulated to all members entitled to vote at the meeting (whether they participated or not), placed in the regular corporate records containing similar meeting minutes, and called to the attention of the Board of Directors at its next regular meeting.

ARTICLE IV BRANCHES AND COOPERATIVE RELATIONSHIPS

Section 4.1. Operations and Branches. The Association Board of Directors shall have the power to establish or disband operations and branches of the Corporation and may establish policies for their governance and appoint and remove members of Branch Boards of Management.

Section 4.2. Branch Boards of Management. Each Association Branch shall have an advisory committee known as a Branch Board of Management, which shall serve as the volunteer connection with the local Branch. Branch Boards of Management shall perform those functions designated to them by the Board of Directors. Such functions shall include development of Branch resources including volunteer, scholarship, and program opportunities; advising Branch staff as to the operations of the Branch in the local community; and serving as a link to local community needs, resources, and leadership.

Section 4.3. Branch Leadership Council. The Association shall have a Branch Leadership Council (BLC) which shall serve to develop best practices and share ideas relevant to branch operations and support, including board development, education, governance, and community relations. The BLC shall have such other duties and powers as may be designated by the Association Board of Directors from time to time. The BLC shall be comprised of the Chairs of each Branch Board of Management and the Association Vice-Chair, who shall serve as BLC chair. The BLC shall meet four (4) times per year. The BLC shall select one of its members to represent the BLC on the Association Board.

Section 4.3. Cooperative Relationships. The Association Board of Directors shall have the power to enter into cooperative relationships with other agencies or organizations when, in the judgment of the Association Board of Directors, such a relationship is desirable for achieving the Corporation's objectives, so long as it does not violate commitments, geographical or otherwise, of the National Council. In such cases the CEO, with authority from the Association Board of Directors, shall have the power to execute articles of agreement or contracts binding upon the Corporation setting forth the rules governing any such cooperative relationship.

ARTICLE V OFFICERS AND THEIR DUTIES

Section 5.1. Board Officers. The officers of the Board shall be the Board Chair, a Vice Chair, a Secretary, and a Treasurer, and such additional officers as the Board may from time to time determine. The Board of Directors shall elect the officers of the Board. The same person may not serve simultaneously as Board Chair and Secretary. Any board officer may be removed by the affirmative vote of a majority of the directors then in office.

i. Board Chair; Vice Chair. The Board Chair shall preside at all meetings of the Board of Directors and the Executive Committee. The Vice Chair shall perform the functions of the Board Chair in his or her absence.

ii. Secretary. The Secretary shall record or cause to be recorded minutes of the proceedings of all meetings of the Association members and of the Board of Directors and any committees thereof. The Secretary shall maintain or cause to be maintained the records of such meetings in one or more books to be kept for that purpose.

iii. Treasurer. The Treasurer shall confer with the Chief Financial Officer and Association staff responsible for managing the financial affairs of the Association and shall make periodic reports to the Board of Directors and to the Association's Finance Committee (if one be appointed).

Section 5.2. Association Officers. The officers of the Association shall be the Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, and such additional officers as the Board may from time to time determine. The Board of Directors shall elect from time to time the Chief Executive Officer. The Chief Executive Officer may be removed by the affirmative vote of a majority of the directors then in office. All other Association Officers are subordinate to the Chief Executive Officer (including the Chief Operating Officer and Chief Financial Officer) and shall be appointed from time to time, and may be removed at any time, by the Chief Executive Officer.

i. Chief Executive Officer. The Chief Executive Officer shall also be the President and shall be the chief executive officer of the Association and Chief of Staff. The President shall be an ex officio member of all committees of the Board and of the Association and shall be responsible for the employment of all other members of the Association staff in accordance with the policies of the Board of Directors and shall designate their duties and have general supervision of their work. The President shall attend all meetings of the Board of Directors and shall make monthly reports on the operation of the Association. Further, if at any time there be no serving President and Chief Executive Officer, or the President and Chief Executive Officer is incapacitated, the Board of Directors shall appoint an interim President and Chief Executive Officer who shall have the duties and responsibilities, and the authority and power, of the Chief Executive Officer.

ii. Chief Operating Officer. The Chief Operating Officer shall be the chief operating officer of the Association and as such shall have, subject to review and approval of the Chief Executive Officer, the responsibility for the operations of the Association.

iii. Chief Financial Officer. The Chief Financial Officer shall have the custody of the corporate funds and securities, shall keep full and accurate accounts of receipts and disbursements in books or files belonging to the Association, and shall deposit all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. The Chief Financial Officer shall disburse the funds of the Association as may be ordered by the Chief Executive Officer or by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the Chief Executive Officer and the Board of Directors, at its regular meetings or when the Board of Directors so requires, an account of the financial condition of the Association. In the day-to-day performance of the duties prescribed to the Chief Financial Officer, such officer shall report to the Chief Executive Officer. If required by the Board of Directors, the Chief Financial Officer shall give the Association a bond (which shall be renewed every six years) in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his or her office and for the restoration of the Association, in case of his or her death, resignation, retirement, or removal from office, of all books, papers, vouchers, money, and other property of whatever kind in his or her possession or under his or her control belonging to the Association. The Chief Financial Officer shall perform such other duties as may be prescribed by the Board of Directors or the Chief Executive Officer.

Section 5.3. Legal Papers. Except where the execution thereof shall be expressly designated by the Board of Directors to some other officer or agent of the Association, the President, the President's designee and if required, the Secretary or Assistant Secretary, shall execute contracts on behalf of the Association.

ARTICLE VI COMMITTEES

Section 6.1. Executive Committee. The Executive Committee of the Board of Directors shall consist of at least eleven (11) directors and include the Board Chair, Vice Chair, Secretary, Treasurer, immediate past Chair, select Committee Chairs and up to three (3) at large members who shall be directors. The Chief Executive Officer shall nominate, and the Board shall approve, the Committee Chairs and at large members to serve on the Executive Committee. Vacancies in the Executive

Committee shall be filled by the Board Chair. The President shall serve as an ex officio member of the Executive Committee. During the intervals between meetings of the Board of Directors, the Executive Committee shall possess and may exercise all the powers and functions of the Board of Directors in the management and direction of the affairs of the Association in all cases in which specific direction shall not have been given by the Board of Directors, except as provided in Section 6.2. All actions of the Executive Committee shall be reported to the Board of Directors. Regular minutes of the proceedings of the Executive Committee shall be kept. A majority of the members of the Executive Committee in office at the time shall be necessary to constitute a quorum and in every case an affirmative vote of a majority of the members of the Executive Committee present at a meeting at which a quorum is present shall be necessary for the taking of any action. The Board Chair shall serve as Chair of the Executive Committee and the Executive Committee shall meet at times designated by the Board Chair.

Section 6.2. Limitations on Powers of the Executive Committee. The Executive Committee shall not have the authority of the Board of Directors in reference to (i) amending, altering or repealing the Bylaws; (ii) amending the Articles of Incorporation; (iii) adopting a plan of merger or adopting a plan of consolidation with another organization; (iv) authorizing the sale, lease, exchange or mortgage of the property and assets of the Association; (v) authorizing the voluntary dissolution of the Association or revoking proceedings therefor; (vi) adopting a plan for the distribution of the assets of the Association; or (vii) or amending, altering, or repealing any resolution of the Board of Directors which by its terms provides that it shall not be amended, altered, or repealed by such Committee. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed by law.

Section 6.3. Other Committees. The Board Chair may appoint committees in addition to the Executive Committee and shall, at a minimum, appoint a Finance Committee and a Board Development Committee. Such committees shall have such authority as is prescribed to them by the Board Chair, the Board of Directors, or Executive Committee, but no other committee shall have the powers of the Executive Committee set forth in Section 6.1. The Finance Committee shall arrange for the conduct of an annual independent audit of the books and records of the Association, shall receive the auditors' report, and present the auditors' report to the Board for approval. The Board Development Committee shall identify candidates to serve as directors and, in consultation with the Chief Executive Officer, shall nominate candidates each year to replace directors whose terms are expiring; nominees may include incumbent directors who are eligible for re-election, as well as new candidates. The Board Chair, the Board of Directors, or the Executive Committee may abolish any committee appointed by the Board Chair (other than the Executive Committee, Finance Committee, or Board Development Committee). Any member of any committee may be removed by the Board Chair from service on such committee whenever in judgment of the Chair the best interest of the Association shall be served by such removal. Members of Board committees (other than the Executive Committee) need not be directors; whenever practical nonmembers of the Board shall be appointed to Board committees.

Section 6.4. Term of Office. Each member of a committee shall continue as such until a successor is appointed, unless the committee shall be abolished, or such member be removed from such committee or such member shall cease to qualify as a member thereof.

Section 6.5. Committee Chair. The Board Chair shall appoint one member of each committee (other than the Executive Committee) to serve as Committee Chair.

Section 6.6. Vacancies. Vacancies in the membership of any committee may be filled by the Board Chair and/or designee.

Section 6.7. Quorum. Unless otherwise provided in these Bylaws in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

ARTICLE VII NOTICES

Section 7.1. Purpose of Meetings. Except as may be otherwise expressly provided by statute or by the Articles of Incorporation or these Bylaws, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 7.2. Manner of Giving Notice. Whenever, under the provisions of statute or of the Articles of Incorporation or these Bylaws, notice is required to be given to any director or committee member of the Association, and no provision is made as to how such notice shall be given, it may be given in writing, by mail, postage prepaid, addressed to such director or member at such address as appears on the records of the Association or by facsimile transmission or email. Any notice required or permitted to be given by mail shall be deemed to be delivered at the time when the same shall be deposited in the United States mail; notices by facsimile transmission or by email shall be deemed to be delivered when sent. Wherever these by-laws require a matter to be in writing, e-mail shall be considered one satisfactory form of writing.

Section 7.3. Waiver of Notice. Whenever any notice is required to be given to any director of the Association under the provisions of statute or Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VIII MEMBERSHIP IN NATIONAL COUNCIL/NAMES, MARKS, AND SYMBOLS

Section 8.1. By acceptance of membership in the National Council of Young Men's Christian Association of the United States of America (herein the "National Council"), the Corporation acknowledges that the name "Young Men's Christian Association," the letters "Y" and "YMCA," and all other names, marks, and symbols owned, used, or authorized by the National Council, are the property of the National Council and can be used only as authorized by the National Board. It is further recognized and acknowledged that such marks and symbols may only be used by the Corporation with respect to its own constituency and geographical area and only so long as it is in good standing as a member of the National Council.

**ARTICLE IX
INDEMNIFICATION OF OFFICERS AND DIRECTORS**

Section 9.1. Definitions:

"Matter" shall mean any actual or threatened civil, criminal, or administrative action, arbitration proceeding, claim, suit, proceeding, or appeals therefrom, or any criminal, administrative, or congressional (or other body's) investigation, hearing, or other proceeding.

"Eligible Person" shall mean any person who at any time was or is a director, a member of any committee, or an officer, of the Association.

Section 9.2. Right to Indemnification: Any Eligible Person made a party to or respondent in a Matter by reason of his or her position with or service to the Association shall, to the fullest extent permitted by law, be indemnified by the Association against all liabilities and all expenses reasonably incurred by him or her arising out of or in connection with such Matter, except in relation to Matters as to which (i) the Eligible Person failed to act in good faith and for a purpose which he or she reasonably believed to be in the best interests of the Association, (ii) in the case of a criminal Matter, the person had reasonable cause to believe that his or her conduct was unlawful, or (iii) the person shall be adjudged to be liable for misconduct or negligence in the performance of a duty.

Section 9.3. Limitation on Right of Indemnification: Except where an Eligible Person has been successful on the merits with respect to such Matter, any indemnification hereunder shall be made only after (i) the Board of Directors determines that the Eligible Person met the applicable indemnification standard set forth in Section 9.2 above; or (ii) in the absence of a quorum, a finding is rendered in a written opinion by independent legal counsel that the person or persons met the applicable indemnification standard set forth in paragraph Section 9.2 above.

Section 9.4. Other Rights: The right of indemnification provided hereunder shall not be deemed exclusive of any other right to which any person may be entitled in addition to the indemnification provided hereunder. This indemnification shall in the case of the death of the person entitled to indemnification inure to the benefit of his or her heirs, executors or other lawful representative.

Section 9.5. Interim Indemnification: The Association shall, with respect to a Matter described in Section 9.2, advance attorney's fees as interim indemnification to any Eligible Person if the following conditions are satisfied: (i)(a) the Board of Directors (acting by a quorum consisting of directors who are not involved in such litigation) determines that the Eligible Person is likely to meet the applicable indemnification standard set forth in Section 9.2 above, or (b) in the absence of such a quorum, a finding is rendered in a written opinion by independent legal counsel that the Eligible Person is likely to meet the applicable indemnification standard set forth in Section 9.2 above; and (ii) the Eligible Person (a) requests interim indemnification, (b) agrees to repay the interim indemnification promptly upon a determination unfavorable to him or her under Section 9.2, and (c) deposits a bond or equivalent security.

Section 9.6. Insurance: The Board of Directors may authorize the purchase of and maintain insurance on behalf of any Eligible Person against any liability asserted against or incurred by him/her which arises out of such person's status in such capacity or out of acts taken in such capacity, whether or not the Association would have the power to indemnify the person against that liability under law.

ARTICLE X AMENDMENTS

These Bylaws may be amended at any regular (or annual) meeting of the Board of Directors at which a quorum is present, by the affirmative vote of two-thirds (2/3rds) of the members present provided such amendment shall have been presented to the Board in writing at a previous regular meeting.

ARTICLE XI CONFLICTS OF INTEREST

Section 11.1. Purpose: The purpose of the conflict of interest policy is to protect the Association's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Association or might result in a possible excess benefit transaction. The Association will adopt, and the Board of Directors will periodically review and approve or modify, a conflict of interest policy to serve this purpose.

ARTICLE XII RECORDS

Section 12.1. Recordkeeping: The Secretary or his or her designee shall keep or cause to be kept adequate minutes of all Board or committee reflecting at a minimum the names of those in attendance, any resolutions passed, and the outcomes of any votes taken. The Association will adopt, and the Board of Directors will periodically review and approve or modify, a policy regarding appropriate retention of other records.

ARTICLE XIII MISCELLANEOUS

Section 13.1. Certain Matters Prohibited. No part of the net earnings of the Association shall inure to the benefit of any director or officer of the Association, or any private individual, and no director or officer of the Association, or any private individual shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Association. No substantial part of the activities of the Association shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the Association shall not participate in, or intervene in (including the publication or distribution of statements), any political campaign on behalf of, or in opposition to, any candidate for public office. Notwithstanding any other provision of these Bylaws, the Association shall not carry on, conduct, engage, participate, or intervene in any activity or transaction not permitted to be conducted or carried on (i) by an organization exempt from taxation under Section 501(c)(3) of the Code and its regulations as now or hereafter in effect or (ii) by an organization, contributions to which are deductible under Section 170(c)(2) of the Code and

regulations now or hereafter in effect, or in any activity or transaction which would result in the loss by the Association of its status as an exempt organization under the provisions of Section 501(c)(3) and Section 501(a) the Code or corresponding provisions as now or hereafter in effect; and the use, directly or indirectly, of any part of the Association's assets in any such activity or transaction is hereby expressly prohibited.

Section 13.2. Loans to Directors Prohibited. No loans shall be made by the Association to its directors, and any directors voting for or assenting to the making of any such loan, and any officer participating in the making thereof, shall be jointly and severally liable to the Association for the amount of such loan until repayment thereof.

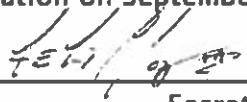
Section 13.3. Signature on Negotiable Instruments. All bills, notes, checks or other instruments for the payment of money shall be signed or countersigned by the Chief Executive Officer, the Chief Operating Officer, the Chief Financial Officer, or such other officer(s) or employee(s) of the Association as may be from time to time designated by the Chief Executive Officer, subject to the authority of the Board of Directors.

Section 13.4. Fiscal Year. The fiscal year of the Association shall be the calendar year.

Section 13.5. Resignation. Any director, officer or agent of the Association may resign by giving notice in writing or by electronic transmission to the Association, to the attention of the President or the Secretary. The resignation shall take effect at the time specified therein. Unless specified in such notice, the acceptance of such resignation shall not be necessary to make it effective.

SECRETARY CERTIFICATE

The undersigned Secretary of the Association hereby certifies that the foregoing Bylaws were adopted by the Board of Directors of the Association on September 18, 2019.


_____, Secretary