AGENDA

FLOWER MOUND PARKS BOARD

REGULAR MEETING

DECEMBER 3, 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 comments, 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

- Paul Johnson from the Texas A&M Forest Service will present the Town with the "Outstanding Landscape Improvement Award" for improvements to Heritage Park, by the Texas Chapter of the International Society of Arboriculture and the Texas A&M Forest Service.

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 November 5, 2020.

H. REGULAR ITEMS

2. Consider approval of a request from Dallas Athletes Racing, Inc. to hold a sanctioned triathlon event at the Community Activity Center and Gerault Park on Sunday, April 11, 2021.

3. Consider recommending approval for Town Manager consideration a Youth Lacrosse Contract with the Flower Mound Lacrosse Association for facility usage from January 1, 2021 through December 31, 2025.

4. Consider recommending approval for Town Council consideration the naming of the park property located on the 1.1-acre tract located within the Tinley Park residential development.

I. COORDINATION OF CALENDARS AND FUTURE AGENDAS/MEETINGS

- The next regular meeting of the Parks Board is scheduled for January 7, 2021.

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: November 25, 2020 at 10:30 A.M. at least 72 hours prior to the scheduled time of said meeting.

Jade Olson

Jade Olson, Administrative Assistant

The Flower Mound Town Hall and Council Chambers are wheelchair accessible. Requests for accommodations or interpretative services must be made at least 48 hours prior to this meeting by contacting Jade Olson, Administrative Assistant at (972) 874-6425.

PARK BOARD AGENDA ITEM NO. 1

CONSENT ITEM

DATE: December 3, 2020

FROM: Jade Olson, Administrative Assistant

ITEM: **Consider approval of the minutes from a regular meeting of the Parks Board held on November 5, 2020.**

BACKGROUND INFORMATION: The Parks Board held a regular meeting November 5, 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 November 5, 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 5th DAY OF NOVEMBER 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
Preston Peterson	Place 8 – Alternate
Scott Langley	Place 9 – Alternate
Holly Royer	Place 10 – Alternate

The following members of Town Staff were in attendance:

Chuck Jennings	Director of Parks and Recreation
Mark Long	Assistant Director of Parks and Recreation
Clayton Litton	Parks Superintendent
Krissi Oden	Community and Cultural Events Manager
Matt Chutchian	Athletic Supervisor
Jade Olson	Administrative Assistant

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

B. INVOCATION – Scott Langley

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

D. PUBLIC COMMENTS

Beth McIllhaney – 1504 Yaggi Dr, discussed the parking issues at Stone Creek Park.

E. PRESENTATIONS

Krissi Oden, Community and Cultural Events Manager, provided the Board with an overview of events over the past year and events coming up in November for Cultural Arts Month. Mary Elena Clark, Morgan Menard, and Delaney Doherty from Troop 478 were thanked for painting the first mural wall at the CAC.

F. DIRECTOR'S REPORT

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

- Wildflower seeds were spread at John Thomas Park, Heritage Park, and the Timber Creek wildflower area.

- Mulching of all the landscaped medians and ROW is ongoing
- The last 10 tons of rock was installed at the boat launch at Twin Coves Park.
- A flex base tree pad was installed at the CAC in preparation of the installation of the 50ft artificial Christmas Tree.
- The TP&W non-urban outdoor grant for Peters Colony Memorial Park was finalized today and will be submitted tomorrow. The Town could receive up to $750,000
- On Monday, the Town Council approved the construction award for the Hound Mound Restroom and Parking project to J.B. & Co, LLC. We hope to be able to start the project sometime in December.
- The Town was notified this week that Toll Brothers has signed the deed for the 13-acre park in the Town Lake East development and it should be recorded with Denton county very soon.
- The Trail Master Plan is in negotiations and hope to send a PSA through to council to approve in December or January at the latest. Project will take 15 months to complete and will provide us with a very comprehensive plan for our trails and bikeways.
- In the next week or so 4ft commercial grade iron fencing will be added along the renovated trail culverts in Forest Park due to safety reasons related to the height above grade.
- At the October 5, 2020 council meeting, Town Council approved the GMP contract and Phoenix I have since met with staff and anticipates receiving their trailer permit this week and moving on site. Project is scheduled to be completed in July of 2021.
- A little library was installed on the trail near College.

Mark Long, Assistant Director of Parks and Recreation had the following announcements:

- The Annual Veterans Day Relay and Ceremony will be November 11th. The event will be a combined event.
- The 17th Annual Dorothy's Dash will be on Saturday, November 14th at Bakersfield Park.
- The Tree Lighting Ceremony is December 5th at the CAC. There will not be a parade this year due to the pandemic, but staff still has a lot planned.
- A request for proposal will be put out for youth a lacrosse provider on Monday. The FMLA agreement will expire in December and staff is required to do RFP every 5 years of all sports.
- Lightning detection systems were delivered on November 4th. Earth Networks will install them at various ballfields.
- Registration for Adult Basketball is currently being accepted online or in person at the CAC.
- The department has partnered with Cook's Children's Hospital to have a life jacket loner station to be installed at Twin Coves Park.
- Convergint Technologies was thanked for helping clean Twin Coves Park on October 9th.

- The Town had 6 lifeguards receive the American Red Cross Life Saving Award. The lifeguards were Emily Jancosko, Abigail Smith, Chloe Archer, Marta Diaz, Yara Al-Shami, and Erik Hattendorf.

G. CONSENT AGENDA

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

Board Deliberation

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

VOTE ON THE MOTION

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

H. REGULAR ITEMS

2. Consider approval of an update to the Inclement Weather Guidelines and Procedures policy.

Staff Presentation
Matt Chutchian – Athletics Supervisor

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, Seay, Kenyon, Pichon, Olson
NAYS: None

I. RECESS REGULAR MEETING

J. CALL WORK SESSION TO ORDER

K. WORK SESSION ITEMS

3. Review and discuss appointment of a Parks Board Committee whose charge is to make a recommendation regrading a name for the 1.1 acre park located within the Tinley Park residential development.

Board Member Olson, Alternate Board Member Peterson and Alternate Board Member Royer were appointed.

L. ADJORN WORK SESSION

M. RECONVENUE REGULAR MEETING

N. COORDINATION OF CALENDARS AND FUTURE AGENDAS/MEETINGS

- The next regular meeting is scheduled for December 3, 2020.

O. ADJOURNMENT

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

Chair Thomason adjourned the Regular Meeting at.7:26pm.

TOWN OF FLOWER MOUND, TEXAS

____
Teresa Thomason, Chair

ATTEST:

____
Jade Olson, Administrative Assistant

PARKS BOARD MEETING
AGENDA ITEM NO: 2

DATE: December 3, 2020

FROM: David Powell, Community Activity Center Manager

ITEM: **Consider approval of a request from Dallas Athletes Racing, Inc. to hold a sanctioned triathlon event at the Community Activity Center and Gerault Park on Sunday, April 11, 2021.**

BACKGROUND INFORMATION: Dan Jones with Dallas Athletes Racing, Inc. (DAR) has requested permission to host their Caveman triathlon at the CAC on Sunday, April 11, 2021. The CAC (Gerault Park) is a revenue generating center that has the necessary facilities and parking to accommodate a race of this size. The natatorium is designed as a competitive pool with the ability to rent out space to local groups and swim teams to assist the Town in reaching its revenue goals. The triathlon would occur prior to the CAC opening and will not interfere or affect members or guests.

DAR began in March 2001 and hosts more than 30 triathlons and events across north Texas each year. DAR has hosted the annual Caveman Triathlon at the CAC since 2009, with approximately 650 participants each year. The Caveman event will consist of a 275-yard swim, 13-mile bike ride, and 3.1-mile run.

DAR will work with the Flower Mound Police Department concerning the run/bike routes and will be required to secure all necessary permits prior to the event. Without COVID-19 restrictions, DAR is anticipating 650 participants for this event, or 250 participants with COVID-19 restrictions. A Certificate of Liability Insurance from DAR, listing the Town as additional insured, will be required before the event can take place.

FISCAL IMPACT: **$1,105.00**

The Town will receive revenue from Dallas Athletes, Inc. in accordance with the rental policy which outlines CAC rental and staff fees.

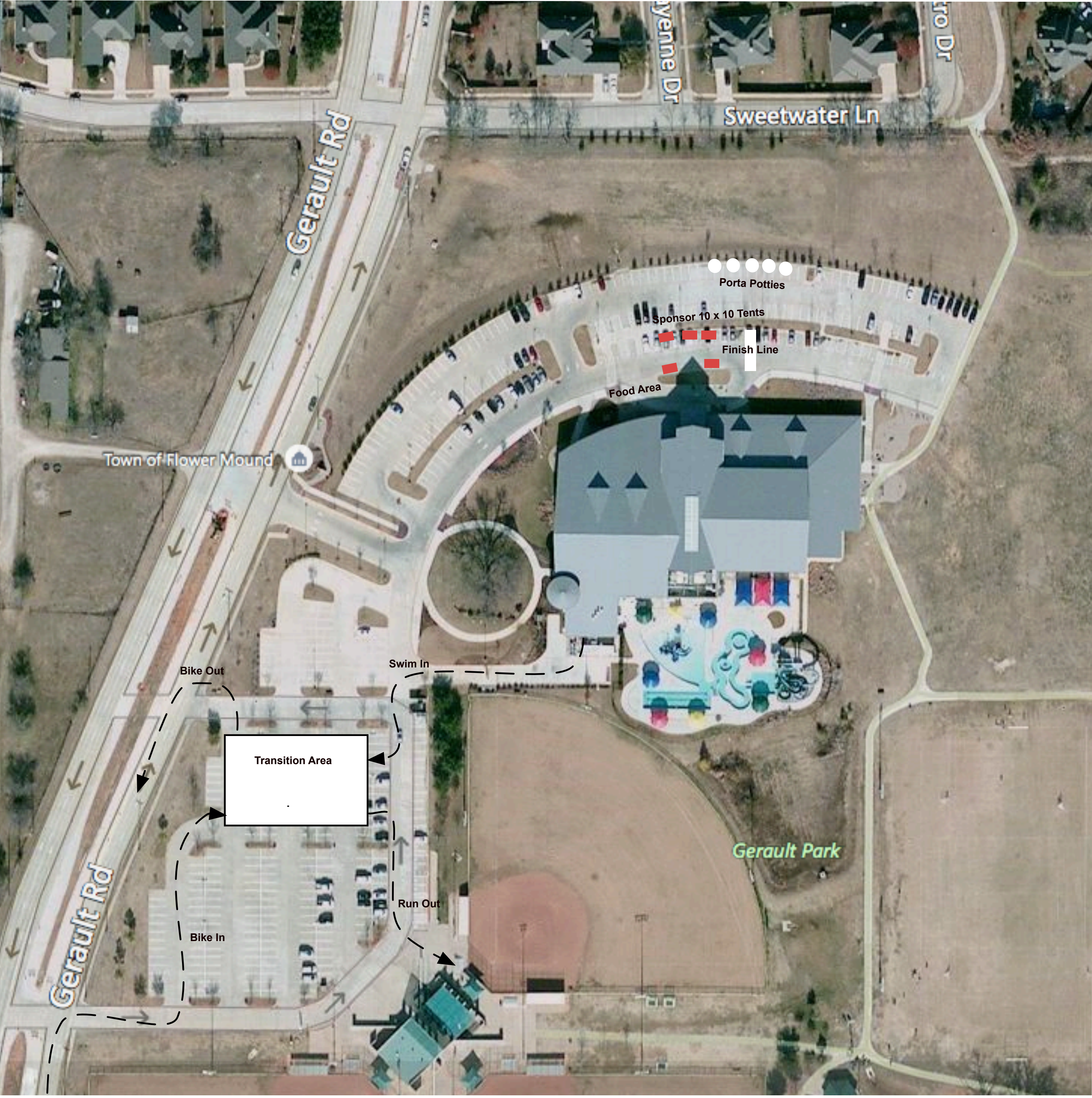
LEGAL ISSUES: According to Chapter 54 of the Town's Code of Ordinances, the Parks Board has the sole authority to approve the charging of fees or to solicit donations or contributions for any activity on park property. Article II titled Park Regulations states:

Sec. 54-72. Enumeration of prohibited acts

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

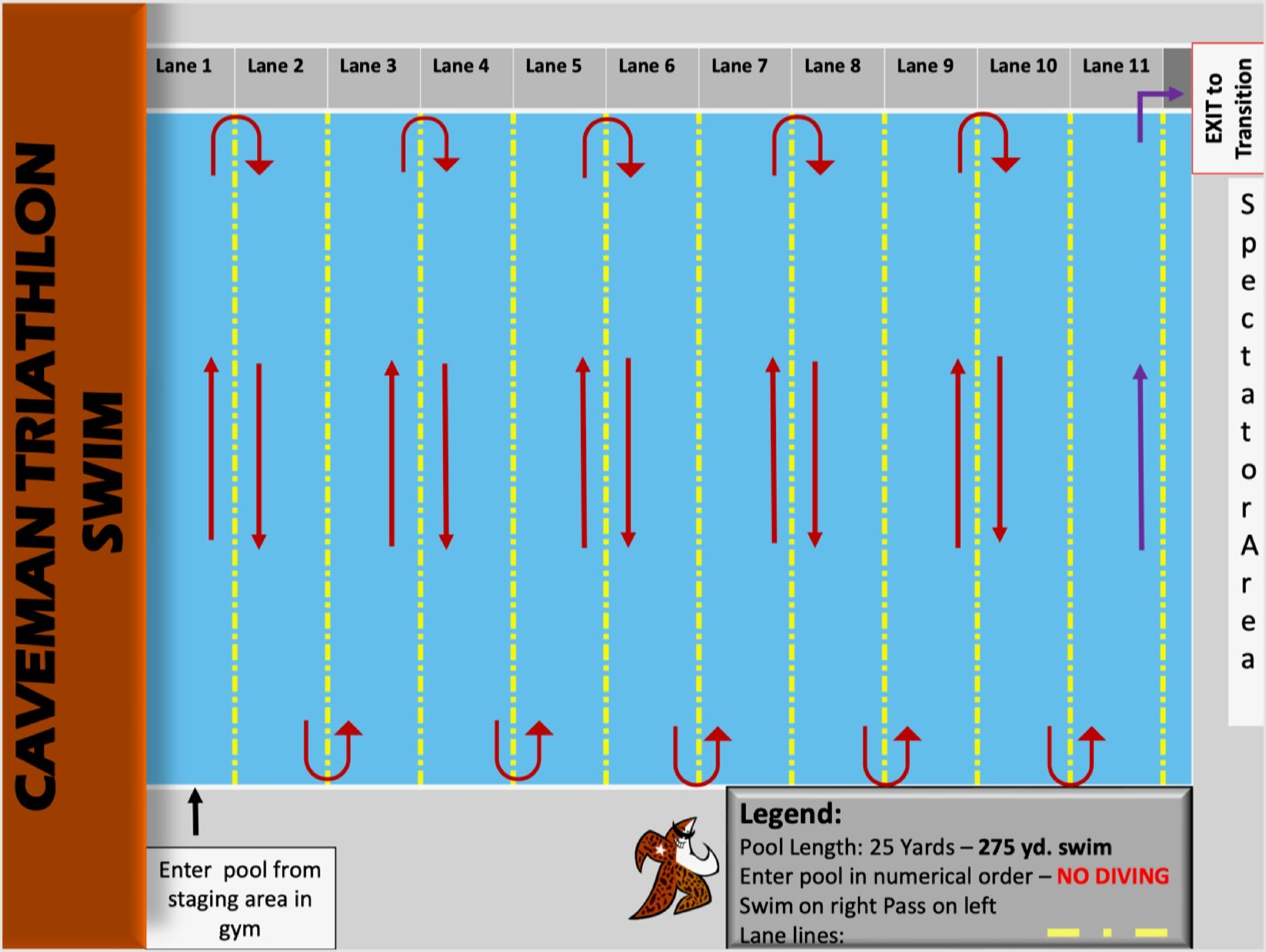
ATTACHMENTS:
1. Course maps
2. DAR COVID and safety protocols

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

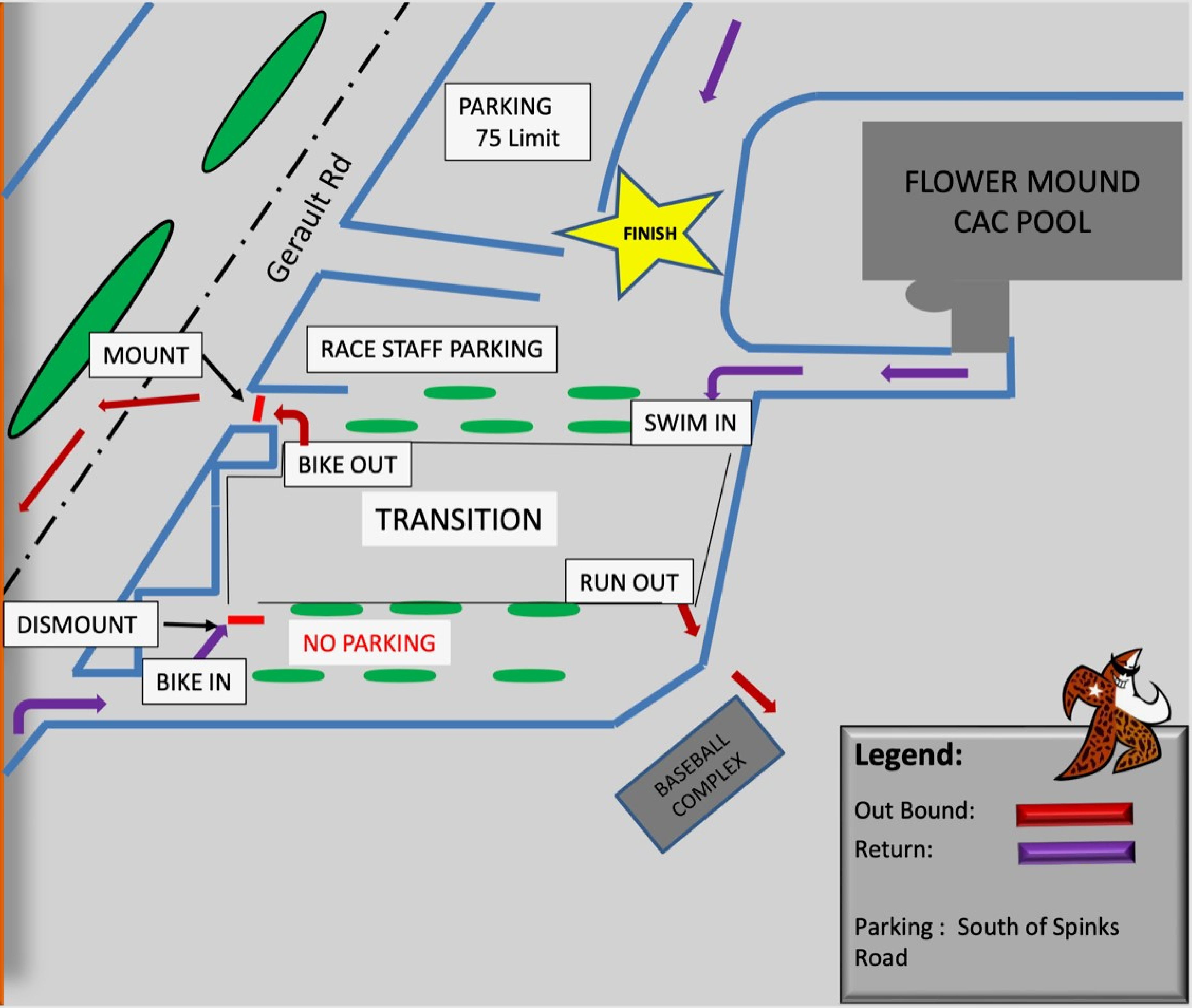


Caveman Triathlon Site Plan 2016

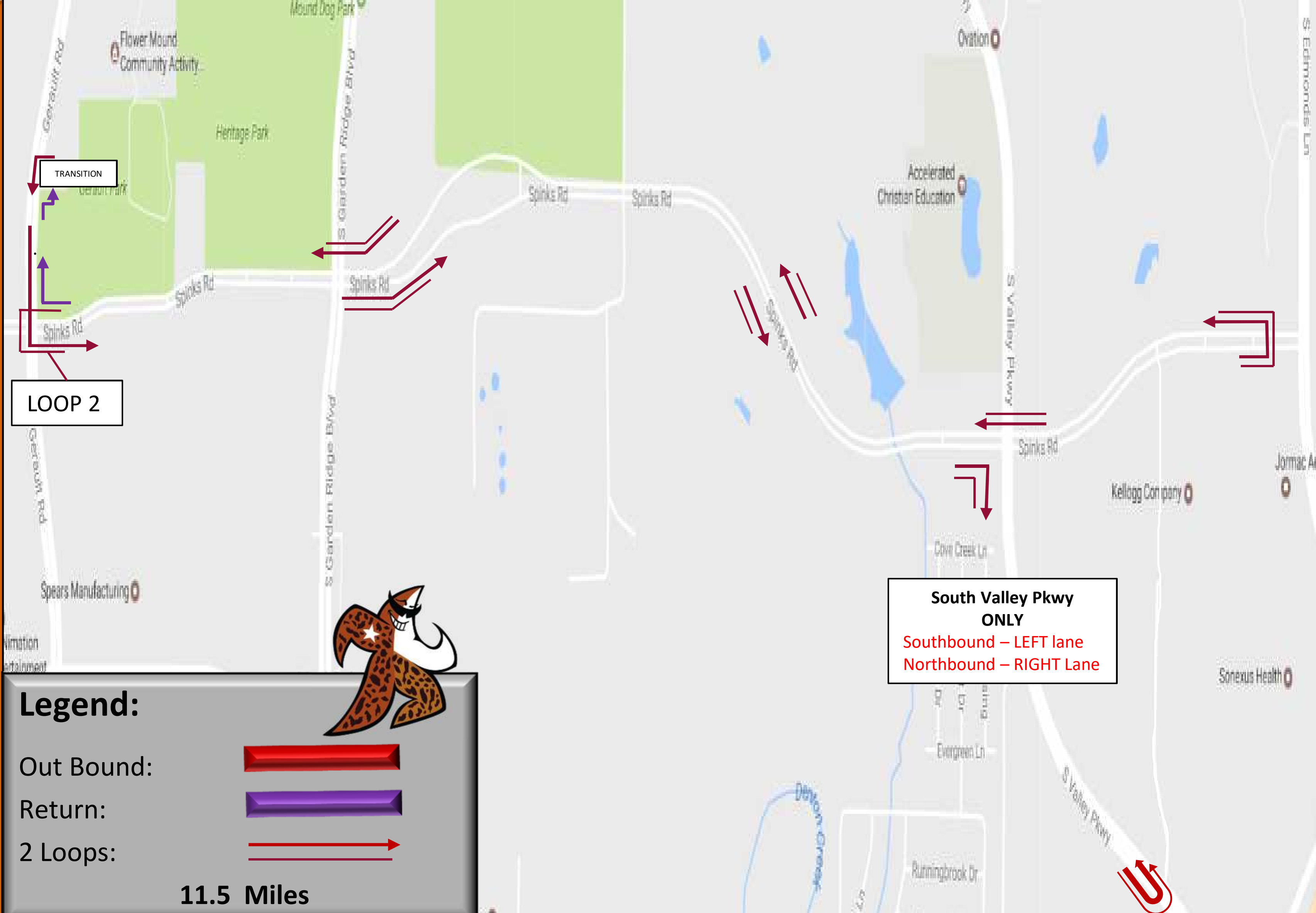
****Food tables will be under the overhang in front of the Natatorium.**


CAVEMAN TRIATHLON SWIM
Lane 1
Lane 2
Lane 3
Lane 4
Lane 5
Lane 6
Lane 7
Lane 8
Lane 9
Lane 10
Lane 11
EXIT to Transition
Spectator Area
Enter pool from staging area in gym
Legend:
Pool Length: 25 Yards – **275 yd. swim**
Enter pool in numerical order – **NO DIVING**
Swim on right Pass on left
Lane lines:

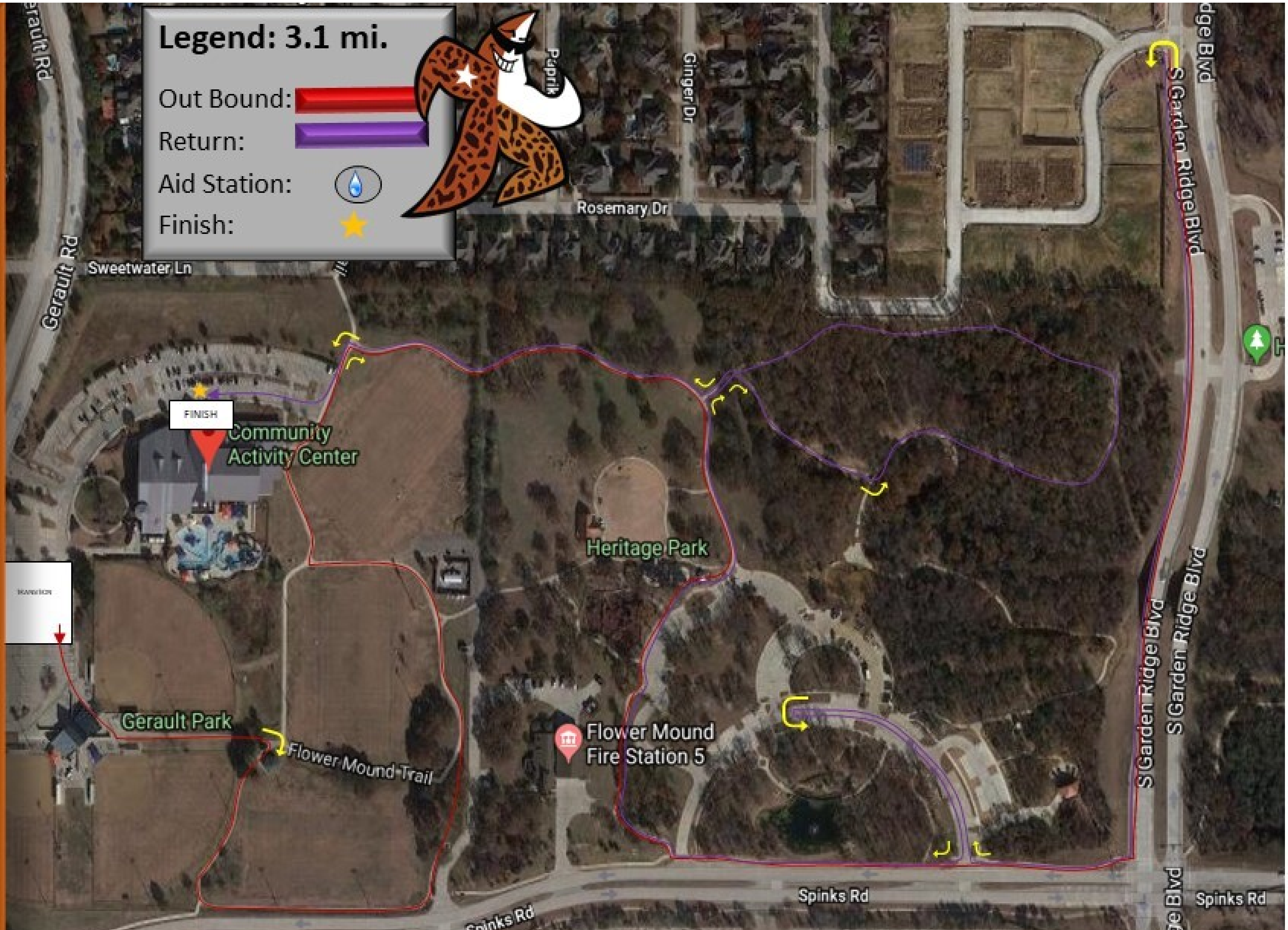
CAVEMAN TRIATHLON TRANSITION



CAVEMAN TRIATHLON
BIKE



CAVEMAN TRIATHLON RUN



DAR Safety Policy
Covid -19

New General Protocols:

1. Have signage placed in key areas of venue encouraging physical distancing.
2. Hand sanitizing stations available and ample trash receptacles placed around event venue.
3. Sanitizing station outside portable toilets.
4. Temperature screening available prior to racing. If an athlete has a temperature of 100 degrees or above, the athlete will visit medical personale for final determination on the athlete's ability to participant in the event.
5. Recommend athletes bring and wer a face covering when not competing. DAR will have some masks available at the event.
6. Volunteers and all staff will wear face covering masks and protective gloves.
7. Award Ceremony - Awards will be put out on a table and athletes pick them up. No official award ceremony.
8. Have several volunteers to tell athletes to keep moving and not to congregate at finish line.
9. Venue will be set up in a way that promotes physical distancing.
10. Post race food will be packaged food only that athletes can take with them.
11. Packet pickup will promote physical distancing and staff will wear face coverings and gloves. Hand santiziers will also be available.
12. Aid stations will have several more tables than normal so there is a longer range for athletes to grab a cup.
13. Finish line will be expanded so that the finisher athletes can sprad our as they recover but minmize contact with staff and volunteers.
14. Finisher medals can be picked up at a safe distance from finishing line.
15. Announcer will make several annoucements during the event to remind everyone to follow safety guidelines

DAR Safety Policy
Covid -19

Triathlon Specific Guidelines:

1. SWIM COURSE: Separate athletes to social distancing gudelines and encourage wearing face covering masks when not competing. **Time trial format.**

2. TRANSITION: More bike racks so there can be distance between bikes. Racks will be wiped down with sanitation towels. Athletes will be kept six feet apart when checking in. Temperature will be taken prior before entering transition.

3. BODY MARKING: Encourage athletes to body mark themselves before coming to the event. DAR will send instructions to athletes by email.

4. RUN COURSE: Avoid directly running behind another athlete at a distance less than 13 feet. Aid stations will have water only and handed our by volunteers only. Volunteers will wear face covering masks and gloves.

Parks Board
AGENDA ITEM NO. 3

DATE: December 3, 2020

FROM: Matt Chutchian, Athletics Supervisor

ITEM: **Consider recommending approval for Town Manager consideration a Youth Lacrosse Contract with the Flower Mound Lacrosse Association for facility usage from January 1, 2020 through December 31, 2025.**

Background Information: As prescribed by the Youth Sports Task Force, the Town developed a Request For Proposal (RFP) seeking interested parties who want to provide the services of youth lacrosse leagues for the Town. The RFP process was recommended by the task force when an agreement expired. On November 9, 2020, the Town began advertising the lacrosse RFP and continued to accept proposals from interested parties until November 20, 2020. The RFP was posted to the Town's web site and social media outlets. Staff also notified current provider Flower Mound Lacrosse Association (FMLA) of the RFP process and invited them to submit a proposal. As of the deadline of November 20, 2020 the Town only received one proposal, from FMLA.

Parks and Recreation staff met on Monday, November 23, 2020 to review the proposal received from FMLA. After reviewing the proposal, staff determined that the best course of action was to continue with the FMLA as the provider of youth lacrosse. FMLA has been serving the youth lacrosse community for the Town since 2010 and provides opportunities for multiple levels of youth lacrosse within our community. The primary focus of the program is to offer recreational leagues in lacrosse, while at the same time offering a competitive component to individuals and teams who desire a higher level of play. Currently, FMLA offers lacrosse leagues for youth in first grade through high school. On average FMLA registers 275 participants in the youth lacrosse spring leagues.

The proposed agreement with FMLA outlines the use of Town facilities. The term of the agreement will be five (5) years, beginning on January 1, 2021 through December 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, FMLA has complied with the parameters set forth in the current agreement that was approved by the Town Manager on January 27, 2016. 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, 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: $1,250.00 to the Town annually

Legal Review: Drew Larkin, of Taylor, Olson, Adkins, Sralla, Elam, LLP has reviewed the proposed Agreement as to form and legality.

Attachment:
1. Contractual Services Agreement
2. Proposal from FMLA

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

YOUTH LACROSSE CONTRACT
WITH
FLOWER MOUND LACROSSE ASSOCIATION

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 **FLOWER MOUND LACROSSE ASSOCIATION,** whose address is P.O. Box 270351, Flower Mound, Texas 75027 (hereinafter referred to as "FMLA").

WITNESSETH:

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

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

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

I.
Scope of Services

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

II.
Term

The term of this Contract shall be for a period of five (5) years beginning on February 1, 2021 and ending on December 31, 2025.

III.
Termination

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

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

IV.
Contract Facility

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

V.
Condition of Contract Facility

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

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

VI.
Preparation of Contract Facility for FMLA Use

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

VII.
TOWN Fees

A. FMLA shall also collect and pay to TOWN a participation/facility usage fee ("Fees") as required in the applicable TOWN ordinance. Fees shall be charged for each player for each season during the Term of this Contract. The fees for residents shall be $2 per player. The Fees for non-residents shall be $14 per player. The amount of fees to be collected and paid to the Town may be amended at any time, including during any Season, and such increased Fees shall apply to next applicable Season. Fees shall be due and owing no later than sixty (60) days after the first regularly scheduled game of the applicable Season. Supporting documentation for Fees, such as individual participant names and residency status, shall be made available to TOWN no later than sixty (60) days after the first regularly scheduled game of the applicable season. Residency status shall be determined based on residency within the corporate limits of TOWN. In the event of any dispute regarding residency of a participant, the decision of TOWN's representative shall be final.

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

C. FMLA will from time to time be permitted by TOWN to offer non-league related tournaments ("Tournament") in addition to the Services to be provided under this Contract, so long as the Facility is available. The Tournament and Tournament field rental fee ("Tournament Fee") shall be governed by applicable TOWN ordinance. Full payment of the Tournament Fee shall be due and owing to the TOWN no later than five (5) business days prior to the first scheduled game of a Tournament.

VIII.
FMLA's Responsibilities

A. FMLA accepts the following responsibilities under this Contract:

1. FMLA shall operate as a non-profit (501c3) organization under the laws set forth for incorporation in the State of Texas;

2. FMLA shall act in accordance with its Articles of Incorporation;

3. FMLA shall publish its bylaws, as well as overall governance of the organization/association specific to Services;

4. FMLA shall ensure that adult supervision is present at Contract Facility, as well as any other TOWN-approved Facility used by any team, in an official capacity for every league practice, official league game, tournament game, camp, or clinic;

5. FMLA shall encourage staff, coaches, volunteers, and agents to conduct themselves as positive role models exemplifying proper sportsmanship, cooperation, and appropriate behavior;

6. FMLA shall cause statewide criminal background checks to be performed, by an entity licensed by the Texas Commission on Private Security pursuant to Chapter 1702 of the Texas Occupations Code, of all head coaches, assistant coaches, board members, and any other person acting in any capacity with FMLA having contact with children participating in FMLA's programming before any such persons or individuals may so participate and at least one (1) time each year thereafter during the term of this Contract and any extension or modification of this Contract. FMLA shall keep updated records of current background checks and, if requested, submit a list of all current background checks to TOWN no later than fifteen (15) business days from the date of request;

7. FMLA shall ensure all head coaches are certified for coaching youth by a national, state, or local accredited coaching certification program that is recognized by the Town;

8. FMLA shall keep updated records of certified coaches and, if requested, submit a list of all coaches with certifications to TOWN no later than fifteen (15) business days from the date of request;

9. FMLA shall adopt and enforce a Code of Conduct that conforms to the National Alliance for Youth Sports (NAYS) standards as a minimum (or equivalent);

10. FMLA shall notify all parents, participants, and spectators regarding the Code of Conduct and require all coaches, parents, and participants to sign a copy of FMLA's Code of Conduct;

11. FMLA shall adopt a formal published grievance/dispute resolution/discipline process whereby complaints and concerns can be properly heard and addressed;

12. FMLA shall address and resolve all disciplinary matters concerning players, coaches, spectators, officials, etc., in accordance with FMLA's Code of Conduct and established policies and procedures;

13. FMLA shall address and resolve all grievances, disputes, complaints and concerns in accordance with FMLA's Code of Conduct and established policies and procedures;

14. FMLA shall maintain fiscal responsibility by establishing and operating according to generally accepted accounting principles and practices;

15. FMLA shall utilize all income derived from this Contract and the operation of the lacrosse programming sought hereunder solely to defray legitimate costs and expenses of such programming;

16. FMLA shall provide TOWN, within fifteen (15) business days after TOWN's request for such information, the names, mailing addresses and additional contact information for all participants in FMLA's programming including coaches, officials and athletes;

17. FMLA shall not engage in any business at Facility or any other Town-owned or operated facilities or perform any action in connection therewith that violates any then existing Town ordinance or policy, rule or regulation, or any other State or Federal rule, regulation, law or statute or otherwise use or utilize such facilities in a manner that creates or constitutes a nuisance;

18. FMLA shall adopt a non-discrimination policy that ensures participation for all youth regardless of race, creed, color, gender, economic status, or athletic ability;

19. FMLA shall endeavor to develop balanced teams within the recreational leagues through the team selection process and recreational teams shall not be scheduled or required to play against competitive or select teams unless both teams agree to play such a game;

20. FMLA shall not subcontract or enter into any agreement that allows or authorizes the provision of the Services contemplated by this Contract to be performed by a third party or outside entity, except as specifically authorized in writing by the TOWN;

21. FMLA shall purchase and provide all equipment necessary to perform the Services;

22. FMLA acknowledges that TOWN may wish to undertake a survey or other similar instrument to gauge various user issues with regard to services, schedules, and other items related to FMLA's operations. TOWN and FMLA will work cooperatively on mutually acceptable survey language to effectuate this goal. The results of the survey will be shared with FMLA to ensure parent and participant satisfaction and shall be made public at a regularly scheduled Parks Board meeting. Consequently, in an effort to protect the identity of juveniles to the greatest extent permitted by law, in the event TOWN determines to undertake a survey, FMLA will provide its participant data base to a mutually agreed upon Mailing House whereby a survey can be conducted at TOWN's expense;

23. FMLA shall at a minimum, convene two (2) board meetings annually. FMLA shall make a good faith effort to publicly advertise scheduled board meetings on FMLA's web site; and

24. FMLA shall appear before the Parks Board on an annual basis to give a report on FMLA's operations.

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

1. A list of FMLA's current officers and the members of its Board of Directors together with contact information for such persons, if any changes have occurred from previous information;

2. FMLA's current bylaws, if any revisions have occurred to the bylaws since previous submission;

3. Proposed schedule for the proposed upcoming lacrosse season and the proposed applicable registration fees for such Season;

4. Proposed calendar of Events including league and non-league related games, practices, clinics, league related tournaments, skills sessions, camps, etc;

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

6. Proposed rules governing league and league related tournament play including, but not limited to, a Code of Conduct together with an enforcement plan and method for communicating the Code's requirements to coaches, parents, participants, and spectators; and,

7. Tentative schedules for both recreational and competitive/select leagues and tournaments.

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

IX.
Insurance

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

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

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

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

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

1. Provide for thirty (30) days notice of cancellation to TOWN, for nonpayment of premium, material change or any other cause.

2. Be written through companies duly authorized to transact that class of insurance in the State of Texas.

3. Relative to Workers' Compensation coverage, waive subrogation rights for loss or damage so that insurers have no right to recovery or subrogation against TOWN, it being the intention that the required insurance policies shall protect all parties to the Contract and be primary coverage for all losses covered by such policies.

4. Identify TOWN as additional insured on all liability insurance policies.

5. Provide a Certificate of Insurance evidencing the required coverage's to:

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

X.
TOWN's Responsibilities

A. Town hereby authorizes and agrees that FMLA will be the youth lacrosse provider for the TOWN. During the term of this Contract, FMLA will have the ability to use Facility, as assigned by TOWN, during FMLA's regular season, league playoffs, and make-up games as long as Facility is available. At any time the Facility is not being utilized by FMLA, TOWN may assign the Facility to other parties.

B. TOWN will work with FMLA to schedule time periods for use of the Facility by FMLA during the Season noted above and any Events that FMLA may desire to sponsor. It will be FMLA's responsibility to meet with TOWN to discuss the scheduling of all league games, practices, and league related tournaments whether during Season or for Events outside of contract dates at least sixty (60) days prior to the beginning of any Season or Events.

C. TOWN will communicate with FMLA regarding the closure of Facility due to inclement weather or any outside factor that may hinder FMLA from utilizing the specific Facility. Decisions by TOWN are final. TOWN will work with FMLA, at FMLA's request, to reschedule games, and league related tournaments whether during Season or for Events impacted by the closure of Facility under this clause.

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

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

F. Town will paint field markings weekly, weather permitting, for regularly scheduled games, league playoffs, and make-up games during the Season.

XI.
Right to Inspect Records

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

XII.
Indemnity

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

XIII.
Default

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

XIV.
Changes

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

XV.
Conflict of Interest

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

XVI.
Mailing Address

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

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

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

A. President: Tom McCormick
Address: 2704 Meadow Glen
Flower Mound, TX 75022

B. Vice President: Matt McQuillen
Address: 1397 Oak Hill Circle
Lewisville, TX 75067

Telephone: 903-920-2755

Federal ID# 27-2744981

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

XVII.
Successors and Assigns

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

XVIII.
Applicable Law

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

XIX.
Severability

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

XX.
Remedies

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

XXI.
Entire Agreement

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

XXII.
Non-Waiver

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

XXIII.
Headings

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

XXIV.
Venue

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

XXV.
No Third Party Beneficiary

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

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

THE TOWN:

THE TOWN OF FLOWER MOUND, TEXAS

By:____
Name: ____________________
Title: Town Manager, Town of Flower Mound

State of Texas §
§
County of Denton §

This instrument was acknowledged before me on the _____ day of _____ 2020, by _________________, Town Manager of the Town of Flower Mound, Texas, on behalf of the Town of Flower Mound, Texas.

____
Notary Public, State of Texas

My Commission Expires:

CONTRACTOR (FMLA):

FLOWER MOUND LACROSSE ASSOCIATION

By:____
Name: ____________________
Title: President, Flower Mound Lacrosse Association

State of Texas §
§
County of Denton §

This instrument was acknowledged before me on the _____ day of _____ 2020, by _________________, Town Manager of the Town of Flower Mound, Texas, on behalf of the Town of Flower Mound, Texas.

____
Notary Public, State of Texas

My Commission Expires:

FRP for youth lacrosse provider 021-18a

Town of Flower Mound

Attn.: Matt Chutchian
1200 Gerault Road
Flower Mound, Texas 75028

From
Flower Mound Lacrosse Association
Attn Matt McQuillen
P.O. Box 270351
Flower Mound, Texas 75027
Phone 804-519-9058

Section 1

The Flower Mound Lacrosse Association is a 501-3-3 nonprofit organization (tax ID# 27-2744981)) interested in operating the youth lacrosse program for the Town of Flower Mound. We have had a successful partnership for the last 13 years and hope to continue it. We have included our by-laws and the association meets more than 4 times annually. We publish our tax returns and public documents to the following website: https://www.flowermoundlacrosse.org/

Our current mailing address is as follows:

Flower Mound Lacrosse Association
P.O. Box 270351
Flower Mound, Texas 75027

Our Board is currently made of the following individuals: You can contact the board via email at board@flowermoundlacrose.org

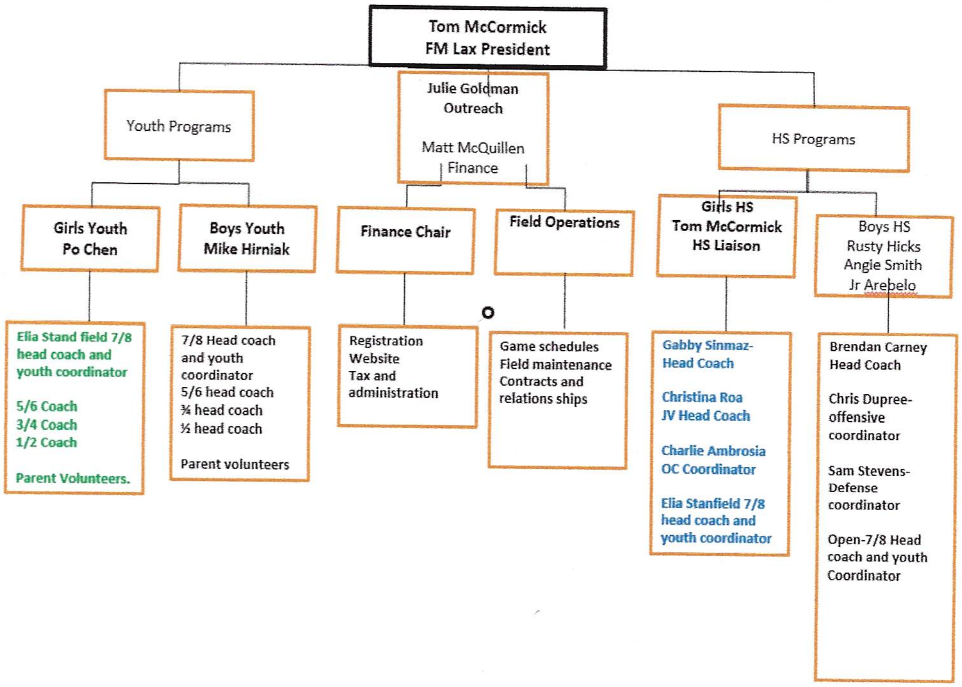
Tom McCormick President, (903) 920-2755 TMcCormick@prim.com
Matt McQuillen – Treasurer, (804) 519-9058 finance@flowermoundlacrosee.org

Additional board members include:

Po Chen - Girls Youth Coordinator (972) 746-9390
Mike Hirniak - Boys Youth Coordinator (630) 926-5225
Julie Goldman -Community Outreach (336) 681-2334
Angie Smith -HS Liaison (972) 567-2202
Rusty Hicks-HS Liaison (214) 850-3482
J.R Arebalo- HS Liaison

Section 2

A. Organizational leadership



This structure allows for us to match the Town's philosophy to help o build self-esteem, promote teamwork, develop the body as well as the mind, and is an integral part of the maturation process, Our teams and coaches provide lacrosse to both the entry level individual and the most experienced players. We are uniquely qualified to teach lacrosse to all ages and all levels. We can balance having fun with being competitive. Our goal is to grow the game of lacrosse in the community.

B. Sample practice plans and drills would include the following. These are age and team based. Practice plans are made by our coaching staff and use a variety of techniques

- Particles need to be age based and directed towards skill level. Topics include the following:

1v1- This is the most basic set and foundation of lacrosse. Players should learn basic lacrosse moves, such roll dodge, spilt dodge and bull dodge in order to prepare themselves for a game environment.
Ball Movement: Focus needs to be on passing and catching, then learning how to move from transition to an open set. An open set and settled offense is a key objective to learning the game of lacrosse.

Conditioning: Lacrosse is known as the fastest game on 2 feet Working conditioning into an athlete's development is a very important part of lacrosse.

Cradling and Dodging- Teaching possession through cradling and dodging drills will allow new and advance players to continue to grow in the game.

Cutting-Feeds-Picks- These next level moves starts the basis of the motion offense, Picks and setting up a triangle offense is an important of an offensive set in lacrosse. As players become advanced you can introduce a wheel, as well as more complex sets.

Defensive Drills Man versus zone defense. The importance of slides. At the youth level, the use of man defense is used until a player reaches the 7/8th grade level, where more complex defensive sets can be taught.

Even Strength Working full field and in open sets

Face Offs/Draws: This technique is explained as players progress. Basics start with set-up and positioning, and then advance with the player's age group.

Footwork: For both offense and defense, this is crucial to the game. Making sure the players have an understanding of footwork and angles is critical.

Goalie Drills Work through shot progression, Stick Side High, Middle Low. Off Stick High, Middle, Low and 5 hole. Foot work and hand placement. Cutting angles and goalie communication.

Ground Balls Start with line drills, progress to partner passing.

Rides: Review soft and hard rides. At the 7/8 grade level and older, you can teach the10 man ride. Work on clears and subbing through the restraining line to gain an advantage against your opponent.

Shooting: Work from feeding from different angles and in the various offense sets. 2-3-3, 2-2-2 and 1-4-1.

Water Break and Stretching: dynamic stretching 10 minutes prior to starting practice and afterwards. Water breaks should be plentiful.

- Camps, and clinics will include a Free Introduction to Lacrosse clinic for all Flower Mound residences. These clinics will be held at least 2 times per year and more if possible. We will also offer summer camps for all age groups to participate with our High School programs and youth coordinators. This will allow players to work with older kids and see how the game changes as they progress
- Flower Mound Lacrosse was also selected as a host for US Lacrosse Intro to Lacrosse clinic, which is scheduled for January 24, 2021. This will be made available to Flower Mound residences. It is a low-cost event coached by US Lacrosse certified coaches.
- Age groups include 1/2 grade, 3/4 grade 5/6 and 7/8 grade. Our goal is to have one team per age group. When registration allows, we will have multiple teams per age group. We have had as many as 3 teams per age group in past years. Our goal is each team will have between 16-25 kids of similar ability. Teams will play against teams from various towns with the same skill set to encourage growth and development.
- We will have a Fall and Spring Season. Fall registration will open on, or about 15 August each year and will close on, or about the Tuesday after Labor Day. Fall season with consist of 2 practices and tournaments weather permitting. The fall season will end the 2nd week of November.
- Spring registration will open the 1st of December and will close on, or about January 15th. Spring season will consist of 2-3 practices a week along will 10-12 games per team, per season. The season will end with a city championship, which is normally played the last weekend in April.
- Flower Mound Lacrosse uses Sports Engine, an online platform for

registration and payments. We allow for late registration, provided we can accommodate the team and uniform needs.

- Team selections are done based on age and ability. We place kid into the D1, D2 or D3 bracket based on DFWL criteria. D1 is for players with the most completive level. D2 is a mix of players and D3 is a combination of players. All 3 levels of team practice together to foster togetherness. We will from time to time break them out and they compete in different games, we preach we are all 1 team.
- Selection bases on skill is completed by the coaching staff on evaluation Our High School staff who are expert evaluators will assist with this process.
- Grievances should be emailed to board@flowermoundlacrosse.com. We will meet with parents to review criteria. (Stick skills, Lacrosse IQ, Footwork) We do believe the value of good sportsmanship, the concepts of fair play, or and the skills of the game should always be placed above winning. Our goal is to growth the game over winning championships. However, we have managed to do both. In the last 5 years we have won City Championships while growing the game.

C. Staffing: Each team has a Coach and Assistance coach and a team manager. We offer discounts and training for these positions. Flower Mound Lacrosse is recognized by DFWL the youth lacrosse league of North Texas. We work with this organization to schedule games for our teams in the surrounding areas. We are schedule and work the official lacrosse providers of the surrounding towns and participate in the annual DFWL city championship.

D. All coaches complete a background check through NCSI a 3rd part that meets industry standards. This is completed each year. Coaches also are encouraged to obtain US Lacrosse memberships.

E. Rules governing league and tournament play at the youth level are dictated by DFWL. Flower Mound Lacrosse is a member in good standing and a voting member of the rules.

F. We have include our by laws in this submittal. We also follow the code of conduct of DFWL throughout our program. Some core concepts are as follows:

Sportsmanship and teaching the concepts of fair play are essential to the game and are taught at all levels and developed both at home and on the field during practices and games.

- The value of good sportsmanship, the concepts of fair play, or and the skills of the game should always be placed above winning.
- The safety and welfare of the players are of primary importance.
- Coaches must always be aware of the tremendous influence they have on their players. They are to strive to be positive role models in dealing with young people, as well as adults.
- Coaches should always demonstrate positive behaviors and reinforcement toward players, parents, officials and spectators alike. Players should be specifically encouraged and positively reinforced by coaches to demonstrate respect for teammates, opponents, officials, and spectators.
- Players should always demonstrate positive behaviors and respect toward teammates, opponents, coaches, officials, parents, spectators, and fans alike.
- Coaches, players, parents, spectators, and fans are expected to demonstrate the utmost respect for officials and reinforce that respect in his/her players. Coaches are also expected to educate their players as to the important role of the lacrosse official and to reinforce the ideal of respect for the official by his/her players.

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

H. Since 2008 this program has won multiple tournaments, city championship and other events as Flower Mound Lacrosse. We have numerous alumni playing at the college level (Div. I, II & III), who return each summer to coach our kids. In addition, we have members of our program that are Jr Board members for the North Texas US Lacrosse Association. .

Section 3

Program fees. The following is the estimated cost of fees and includes the cost of Ordnance no 54-02.

FALL 2020 SEASON FEES:

AGE GROUP	COST
Boys High School	$1000
Boys Youth (7th/8th Grade)	$425
Boys Youth (5th/6th Grade)	$350
Boys Youth (3rd/4th Grade)	$325
Boys Youth (1st/2nd Grade)	$175
Girls High School	$900
Girls Youth (7th/8th Grade)	$425
Girls Youth (5th/6th Grade)	$350
Girls Youth (3rd/4th Grade)	$325
Girls Youth (1st/2nd Grade)	$175

- This cost includes games, fees and tournaments. The introduction to lacrosse clinics are held at no cost. Summer skills camps will be offered at competitive rates. We continue to work to reduce fees for Flower Mound residence.
- Flower Mound Lacrosse estimates that we have between 200-300 members every season.
- We also rent fields and have equipment that our teams can use year round. Our players will shoot on goals, rebounders and meet up during the offseason at no cost.

Section 4

Flower Mound Lacrosse has provided lacrosse for Flower Mound community for the last 13 years. We have had a great partnership with the town and hope to continue it. Our program is recognized by the following organizations as the official lacrosse provider for the Flower Mound area:

DFW Youth Lacrosse (DFWL) https://www.dfwlacrosse.com/
THSLL: Texas Hugh School Lacrosse League
TGHSLL Texas Girls High School Lacrosse League.
NTWLOA North Texas Women's Lacrosse Association
NTLOAL North Texas Lacrosse Official Association

We have numerous coaches who are level 3 certified by the US Lacrosse Association. Level 3 coaching certification is the highest level offered. We also have a variety of coaches that have played lacrosse at the College and National levels. Our HS Girls Lacrosse coach was the 2019 State Coach of the year. We provide unique opportunity to have skilled coaches and parents working with our players. Thanks to your partnership, Flower Mound Lacrosse is known as one of the premier programs in North Texas. The town of Flower residents have a unique opportunity to receive instruction from the best coaching in Texas.

V. Insurance Requirements

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

The insurance shall be the following types in the amounts not less than indicated:

1. Comprehensive General (Public) Liability or its equivalent, including $500,000 each person, $1,000,000 each occurrence, and property damage $250,000 per occurrence of $1,000,000 combined single limit for bodily injury and property damage.

2. On all insurance required, selected organization shall be required to name the Town, and their officers and employees, as additional insured.

Flower Mound lacrosse can meet these requirements we have attached a copy of the current insurance. We require all players to have a US Lacrosse membership. The club, players, coaches and Town are all covered under our policy.

Flower Mound Lacrosse would like to thank the Town of Flower Mound for their continued support and partnership. We look forward to continuing to grow the game of lacrosse and supporting the Town of Flower Mound.

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

Name: Matt McQuillen
Organization: Flower Mound Lacrosse
Date: 02/06/2020

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/06/2020

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

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

PRODUCER
BOLLINGER, Inc.
150 JFK PARKWAY, 4TH FLOOR
PO Box 390
SHORT HILLS, NJ 07078
PHONE: 1-800-446-5311 FAX: 973-921-8474

CONTACT NAME:
PHONE (A/C, No. Ext): 800-446-5311 FAX (A/C, No.): 973-921-8474
E-MAIL ADDRESS:

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

INSURED
US Lacrosse, Inc.
2 Loveton Circle
Sparks, MD 21152
Re: Flower Mound Lacrosse

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Participants Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC			8502AH221369 Sexual Abuse & Molestation Liab per occurrence: $1,000,000 Sexual Abuse & Molestation Aggregate limit: $2,000,000	01/01/2020	01/01/2021	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$5,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			4602AH221370	01/01/2020	01/01/2021	EACH OCCURRENCE	$2,000,000
							AGGREGATE	$2,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS OTH-ER	$
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Accident Medical Catastrophic Acc			4102AH025220 4102AH305882	01/01/2020 01/01/2020	01/01/2021 01/01/2021	Accident Limit: $100,000 Catastrophic Limit: $1,000,000	

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

Coverage applies to teams/leagues comprised of 100% US Lacrosse players and coaches during scheduled and supervised Lacrosse activities.

CERTIFICATE HOLDER

Town of Flower Mound
1200 Gerualt Road
Flower Mound, TX 75027

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Lori Crisp

BYLAWS OF THE FLOWER MOUND LACROSSE ASSOCIATION

A TEXAS NON-PROFIT CORPORATION

ARTICLE I
NAME, OFFICES AND PURPOSE

Name

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

Principal Office

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

Registered Office and Registered Agent

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

Purpose

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

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

ARTICLE II
MEMBERSHIP

The Corporation shall have no members.

ARTICLE III
BOARD OF DIRECTORS

General Powers

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

Number; Election; Qualification

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

Removal

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

Resignation

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

Annual Meetings

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

Special Meetings

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

Notice

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

Quorum

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

Manner of Acting

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

Vacancies

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

Compensation

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

Informal Action by Directors

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

Telephone Meeting

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

Conflicts of Interest

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

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

ARTICLE IV
OFFICERS

Elected Officers

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

Election and Term of Office

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

Removal

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

Vacancies

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

President

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

Vice President

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

Treasurer

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

Secretary

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

Assistant Treasurers and Assistant Secretaries

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

ARTICLE V
COMMITTEES

Appointment

5.01 The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate and appoint one or more committees, each of which shall consist of two (2) or more persons, a majority of whom are directors, which committees, to the extent provided in said resolution shall have and exercise the authority of the Board of Directors in the management of the Corporation. However, no such committee shall have the authority of the Board of Directors in reference to amending, altering or repealing the Bylaws; electing, appointing, or removing any member of any such committee or any Director or officer of the Corporation; amending the articles of incorporation; adopting a plan of merger or adopting a plan of consolidation with another corporation; authorizing the sale, lease, exchange, or mortgage of all or substantially all of the property and assets of the Corporation; authorizing the voluntary dissolution of the Corporation or revoking proceedings therefor; adopting a plan for the distribution of the assets of the Corporation; or amending, altering, or repealing any resolution of the Board of Directors which by its terms provides that it shall not be amended, altered or repealed by such committee. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed on it or by him by law.

Other Committee Approval

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

Terms of Office

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

Chairman

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

Vacancies

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

Quorum

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

Rules

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

ARTICLE VI
CONTRACTS, CHECKS, DEPOSITS AND FUNDS

Contracts and Spending Authority

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

Checks and Drafts

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

Deposits

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

Gifts

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

ARTICLE VII
BOOKS AND RECORDS

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

ARTICLE VIII
FISCAL YEAR

The fiscal year of the Corporation shall end on December 31st of each year.

ARTICLE IX
NOTICE AND WAIVER OF NOTICE

Notice

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

Waiver of Notice

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

ARTICLE X
AMENDMENTS TO BYLAWS

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

ARTICLE XI
INDEMNIFICATION AND INSURANCE

Indemnification

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

Amounts paid in indemnification of expenses and liabilities may include, but shall not be limited to, counsel fees and other fees; costs and disbursements; and judgments, fines, and penalties against, and amounts paid in settlement by, such director, officer, or employee. The Corporation may advance expenses or, where appropriate, may itself undertake the defense of any director, officer, or employee. However, such director, officer, or employee shall repay such expenses if it should be ultimately determined that he or she is not entitled to indemnification under this Article.

Insurance

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

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

Chris Hansen, ~~Secretary~~ President

Parks Board
AGENDA ITEM NO. 4

DATE: December 3, 2020

FROM: Chuck Jennings, Director of Parks and Recreation

ITEM: **Consider recommending approval for Town Council consideration the naming of the park property located on the 1.1-acre tract located within the Tinley Park residential development.**

Background Information: The naming or renaming of Town parks is the responsibility of the Parks Board. The process for determination of a name for recommendation to the Town Council is specified in Town Ordinance Sec. 54-1. The 1.1-acre tract was dedicated to the Town in September of 2020, with the intent to remain a bluebonnet wildflower area. Per the Town's code of ordinances, names for new parks shall typically be established within 90 days from the date of land acquisition or at the earliest possible time.

At the November 5, 2020 regular meeting, the Chair of the Parks Board appointed a Committee that was tasked with recommending a name for the new park. The Committee consisted of board members Holly Royer, Dale Olson, and Preston Peterson. The committee met on November 18, 2020, at the Town's O&M Facility. The Naming Committee looked at a variety of different options that took the following into consideration: streets, geographical locations, ecological features, historical figures, events, concepts, local, state or national leaders, or in memoriam for public servants or residents who perished in the line of duty.

Utilizing the information provided by staff and lots of brainstorming, the Committee recommends that the Board consider Blue Blossom Preserve as the name for the parkland. With the park being located along FM3040 and Duncan Lane and taking into consideration that this area has historically been an ideal location for Blue Bonnets; the committee felt this name would be appropriate. Knowing that the Parks Board and Town Council accepted the 1.1 acre parkland to preserve the existing wildflower area and have a location for a future town entry/exit monument, the committee decided it was best to leave "park" out of the name. The committee was concerned that having the word "park" in the name could be misleading as future residents to the new residential development may have expectations that traditional park amenities (i.e – playground equipment) would eventually be constructed.

The naming committee also recommended that staff consider adding benches and interpretive signs to educate the public on the different wildflowers, pollinators, and other insects residents might see as they visit the preserve.

If approved, the Parks Board's naming recommendation will be sent to the Town Council for consideration at their January 4, 2020, regular meeting.

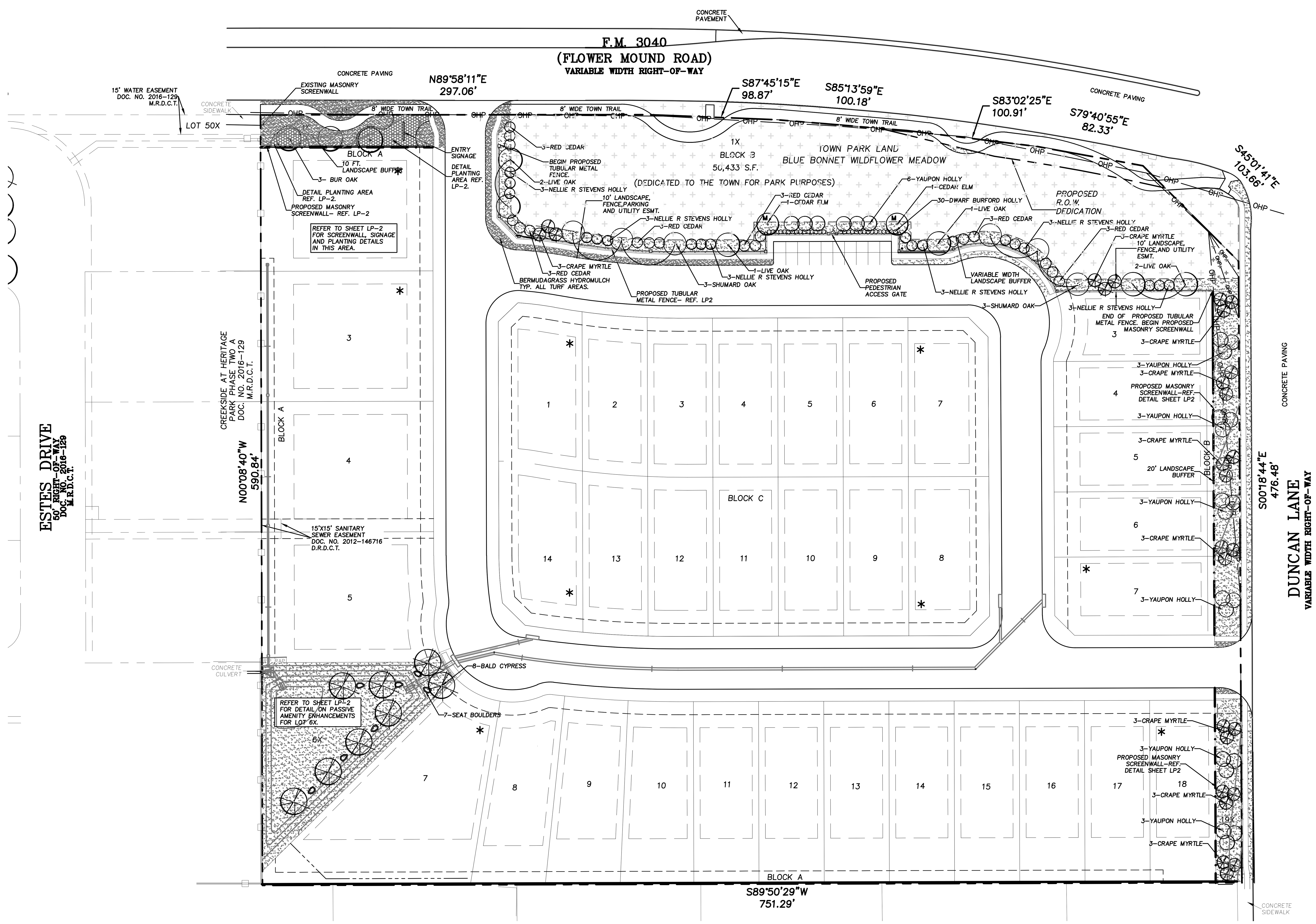
Fiscal Impact: N/A

Parks Board
AGENDA ITEM NO. 4

Legal Issues: N/A

Attachment:
1. Site map of the development

Draft Motion: Move to approve for Town Council consideration the naming of the park property located on the 1.1-acre tract located within the Tinley Park residential development as Blue Blossom Preserve.



PLANT LEGEND

- 8-BALD CYPRESS / Taxodium distichum / 3" Cal. / 8' min. ht. / container grown
- 3-BUR OAK / Quercus macrocarpa / 3" CAL. /8' ht. min. / container grown
- 6-LIVE OAK / Quercus virginiana / 3" CAL. /8' ht. min. / container grown
- 2-CEDAR ELM / Ulmus crassifolia / 3" CAL. /8' ht. min. / container grown
- 6-SHUMARD RED OAK / Quercus shumardii / 3" CAL. / 8' ht. min. /container grown
- 27-CRAPE MYRTLE / Lagerstroemia indica 'Natchez' / 15 Gal. container /8' ht. min.
- 24-YAUPON HOLLY / Ilex vomitoria / 15 Gal. / 6' ht. min. / 3 Trunks min. / Berried
- 15-NELLIE R STEVENS HOLLY / Ilex x ' Nellie R Stevens'/ 15 Gal. / 6' ht. min. / 8' o.c.
- 15-RED CEDAR / Juniperus virginiana / 15 Gal. / 6' ht. min. / Full to ground / 8' o.c.
- 30-DWF. BURFORD HOLLY / Ilex cornuta burfordii nana / 5 gal. container/ 30" o.c.
- 28-COMPACT TEXAS SAGE / Leucophylum frutescens 'Silverado' / 5 Gal. / 36" o.c.
- 51-AUTUMN SAGE / Salvia gregii / 3 Gal. / 30" o.c.
- 114-HARBOUR DWF. NANDINA / Nandina domestica 'Harbour Dwarf' / 3 Gal. / 24" o.c.
- BLUE BONNET WILDFLOWER MEADOW - BY OTHERS
- BERMUDAGRASS HYDROMULCH
- SEASONAL COLOR / Varies / 4" pots / In Bloom / 8" o.c.

M - DENOTES MITIGATION TREE

STREET BUFFER LANDSCAPING			
STANDARD	REQUIRED BUFFER WIDTH	PROVIDED	
FM 3040	25 FT.	25 FT.	
DUNCAN LANE	15 FT.	20 FT.	
STREET BUFFER TREES			
STANDARD	STREET FRONTAGE (LINEAR FEET)	REQUIRED	PROVIDED
1 PER 30 L.F.	FM 3040 = 132.0 L.F.	5 TREES	3 LARGE TREES 3 ORN. TREES
STANDARD	STREET FRONTAGE (LINEAR FEET)	REQUIRED	PROVIDED
1 PER 30 L.F.	DUNCAN LANE = 480.30 L.F.	16 TREES	39–ORN. TREES
PARKING AREA LANDSCAPING			
STANDARD	NO. OF PARKING SPACES	REQUIRED	PROVIDED
90 S.F. PER 12 SPACES	10 SPACES	90 S.F.	1715 S.F.
PARKING AREA TREES			
STANDARD	NO. OF PARKING SPACES	REQUIRED	PROVIDED
1 PER 10 PARKING SPACES	10	1 TREE	2–LARGE TREES 6–ORN. TREES
ALL PARKING SPACES ARE LOCATED WITHIN 50 FT. OF A TREE.			

TREE MITIGATION:
PER THE TREE SURVEY, TS-1, DATED 9-28-18, TREE NO. 537- 7" GREEN ASH AND TREE NO. 563 10"- TWO TRUNK CEDAR ELM ARE TO BE REMOVED.
WITHIN THE 10' LANDSCAPE, FENCE, AND PARKING EASEMENT LOCATED ALONG THE SOUTH AND WEST SIDE OF THE DEDICATED PARK LAND, A TOTAL OF 14- 3" CANOPY TREES ARE TO BE PLANTED, THESE TREES ARE NOT REQUIRED TREES, AND THOSE TREES MARKED WITH "M" ARE DESIGNATED AS MITIGATION TREES TO SATISFY REQUIRED MITIGATION.
2- 3" CALIPER TREES ARE REQUIRED AND PROVIDED PER THIS PLAN.

NOTE:
THE 10' LANDSCAPE, FENCE, PARKING AND UTILITY EASEMENT ALONG THE SOUTH AND WEST SIDE OF THE PARK LAND IS TO BE MAINTAINED BY THE HOA.

GENERAL LANDSCAPE NOTES

1. All landscape areas are to be received within .1' of proposed finish grade and free from all trash and debris.
2. All trees are to be planted in pits twice the diameter of the tree ball and no deeper than the depth of the ball. Scarify all tree pit sides prior to planting. All trees are to be planted plumb and at or slightly above finish grade. All tree pits are to have a 3" watering saucer formed around the perimeter of the pit. All tree pits are to be top dressed with a 2" layer of shredded hardwood mulch. Stake and / or guy trees only at the direction of the landscape architect.
3. Rotovate the existing soil of all planting beds to a minimum depth of 6". Add a 3" layer of premium compost as supplied by Living Earth Technology and till into the top 3" of the existing soil. Install all shrubs 1" above finish grade and fertilize with Agri–form slow release fertilizer tablets at the manufacturer's recommended rates of application. Top dress all planting beds with a 2" layer of shredded hardwood mulch.
4. All planting beds not formed by a concrete curb or sidewalk are to edged with Steel Edging (1/8"x4" painted green) or an approved equal. All edging stakes are to be placed to the inside of the bed and the top of the edging is to be no less than 1" and no more than 1.5" above proposed finish grade.
5. All turf areas are to be hydromulch Bermudagrass, unless otherwise noted on the plan.
6. Hydromulch with Bermudagrass seed at a rate of two (2) pounds per one thousand (1,000) square feet. If installation occurs between September 1 and April 1, all hydromulch areas to be Winter Ryegrass at a rate of four (4) pounds per thousand square feet. Contractor shall be required to re–hydromulch with Bermudagrass the following growing season.
7. All sodded areas are to receive common bermuda sod laid parallel to the contour of the land. All sod on slopes greater than 1:4 is to be pinned with 1"x1"x12" wooden stakes. All sod is to be laid with tight joints and with all joints staggerd. Roll all sod with a water ballast lawn roller upon installation and fertilize with a complete fertilizer (13–13–13) at the rate of 1.5# actual nitrogen per 1000 square feet. Water all sod thoroughly.
8. All irrigation meter(s) are to be by utility contractors as per local codes. Irrigation sleeves to be installed by licensed irrigation contractor as per the plan.
9. All irrigation controllers are to have mini–click freeze and rain stats installed as per manufacturer's recommendations.
10. All irrigation sleeves to be by licensed irrigation contractor. All sleeves to be PVC schedule 40 with 90 degree elbows on both ends with extensions protruding 18" above proposed finish grade.
11. All turf and planting beds to be zoned separately. All planting bed heads to be on 12" pop–up risers. All turf heads to be on 4" pop–up risers. All valves to be plastic valves. All equipment to be Rainbird or approved equal.
12. All mainline and lateral line to have a minimum of 12" of cover and to be SDR (class 200) pipe.
13. Quantities shown on plant list are landscape architect's estimate only and should be verified prior to bidding. Contractor shall be responsible for bidding and providing quantity of plants required at spacing designated for bed sizes and configurations shown on the plans regardless of quantities designated on plant list.

IRRIGATION NOTES:

1. All landscaped areas shall be irrigated with an irrigation system capable of providing the proper amount of water for the particular for the particular type of plant material used. Irrigation will be provided by an underground sprinkler system, or a subterranean drip drip system as approved by the City Arborist.
2. Automatic underground irrigation system shall be equipped with freeze guard set at 38 degrees F.
3. Areas of open space which contain preserved trees need not be irrigated if the City Arborist determines irrigation would be harmful to the preserved trees.

50 0 50 100
SCALE: 1" = 50'-0"

ST. CLAIR DESIGN GROUP, INC
Landscape Architecture
P. O. Box 12519
Dallas, Texas 75225
T. 214-394-3641

REGISTERED LANDSCAPE ARCHITECT JOHN B. ST. CLAIR 2210 STATE OF TEXAS

DATE SEALED: OCTOBER 18, 2018

DESIGN BY: JBS
DRAWN BY: JBS
CHECKED BY: SCDG
DATE: SEPTEMBER 19, 2018

LANDSCAPE PLAN
TINLEY PARK
RESIDENTIAL SUBDIVISION
9.912 acres Situated in the Rosannah Baker Survey, Abstract No. 49 in the Town of Flower Mound Denton County, Texas

No.	Date	Revisions	App.
No.1	10–18–18	PER TOWN COMMENTS	

Ridinger Associates, Inc.
Civil Engineers - Planners
Firm No. 1969
550 S. Edmonds Lane, Suite 101
Lewisville, Texas 75067
Tel. No. (972) 353-8000
Fax No. (972) 353-8011

TINLEY PARK
RESIDENTIAL SUBDIVISION
FLOWER MOUND, TEXAS

LANDSCAPE PLAN

Scale: 1" = 50'–0"
Designed by: JBS
Drawn by: JBS
Checked by: SCDG
Date: SEPTEMBER 19, 2018
Project No. 035–027

SHEET
LP-1