



AGENDA
FLOWER MOUND PARKS BOARD
REGULAR MEETING
JUNE 3, 2021

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

Comments regarding any item on this agenda can be sent to the Parks Board by
Emailing: Parks@flower-mound.com or Calling: 972.874.6000

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 972-874-6425 during business hours.

E. DIRECTOR'S REPORT

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

F. 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 May 6, 2021.

G. REGULAR ITEMS

2. Consider approval of a request from Founders Classical Academy of Flower Mound to allow Kona Ice to sell product at their outdoor water park rentals at the Community Activity Center on Sunday, August 1 and Sunday, August 8, 2021.
3. Consider recommending approval for Town Manager consideration a Youth Football Contract with Sports Impact Texas, DBA Neighborhood Sports for facility usage from July 1, 2021 through June 30, 2026.

H. RECESS REGULAR MEETING

I. CALL WORK SESSION TO ORDER

J. WORK SESSION ITEMS

4. Halff Associates will provide a briefing on the "Visioning Week", an overview of the plan process, and seek input from the Board on key issues and opportunities as it relates to the Trails and Bikeways Master Plan.

K. ADJOURN WORK SESSION

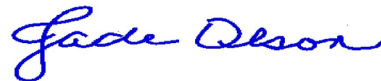
L. RECONVENE REGULAR MEETING

M. COORDINATION OF CALENDARS AND FUTURE AGENDAS/MEETINGS

- The next regular meeting of the Parks Board is scheduled for July 1, 2021.

N. ADJOURN REGULAR MEETING

I do hereby certify that the Notice of Meeting was posted on the bulletin board in Town Hall of the Town of Flower Mound, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: May 28, 2021 at 3:00 P.M. at least 72 hours prior to the scheduled time of said meeting.



Jade Olson, Administrative Assistant



PARK BOARD AGENDA ITEM NO. 1

CONSENT ITEM

DATE: June 3, 2021

FROM: Jade Olson, Administrative Assistant

ITEM: Consider approval of the minutes from a regular meeting of the Parks Board held on May 6, 2021.

BACKGROUND INFORMATION: The Parks Board held a regular meeting May 6, 2021.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft minutes from the May 6, 2021 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 6th DAY OF MAY 2021, 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:

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 Board members were not in attendance:

Dale Olson	Place 1
------------	---------

The following members of Town Staff were in attendance:

Chuck Jennings	Director of Parks and Recreation
Mark Long	Assistant Director of Parks and Recreation
David Powell	CAC Manager
Kari Biddix	Park Development Manager
John Habern	Parks, Trails & Landscape Specialist
Clayton Litton	Parks Superintendent
Jade Olson	Administrative Assistant

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

N/A

E. PRESENTATIONS

David Powell, CAC Manager, introduced Jason Walter, Executive Director and Ty Behringer, Sports Director to represent the YMCA. The Board was updated with YMCA's operations regarding youth basketball and volleyball sport leagues.

F. DIRECTOR'S REPORT

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

- The Trails Master Plan is off to a good start. Board Members Teresa Thomason and Dale Olson were thanked for attending the steering committee meeting. There were six meetings during the Visioning week, concluding with the public open house. The project website www.flowermoundtrailsplan.com is online. The consultant will evaluate all of the input and looks forward to meeting with the board in June to provide a briefing and gather more input.
- There is no official word on the Peters Colony Memorial Park grant but the official meeting is on May 26 and May 27.
- Parks staff recently overhauled the Green Acres Memorial Park tree farm replacing landscape fabric, irrigation and added 350 new trees of various species.
- Parks crew worked hard along Valley Creek Church to get the splash pad looking good, which opened May 1st. Attendance has been up and down with the weather.

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

- Staff is busy preparing the CAC for the summer season. The Outdoor Water Park opens on Friday, May 21st. The Adventure Camp and Day Camp begin on Monday, May 24th.
- The CAC has several part-time positions available for camp staff, lifeguards, and swim instructors.
- Kid Fish was held on Saturday, May 1 at Leonard and Helen Johns Park. There were 265 youth age 0-16 who participated. Mark thanked staff for measuring fish, baiting hoods, unwinding the never-ending ball of twine, and removing hooks from fish.
- The Summer Concerts in the Park series kicks off May 7th at Heritage Park and will be held every Friday in May. The concerts start at 7pm and food trucks and vendors will be onsite.
- The Art in the Park Festival is Saturday, May 8 at Heritage Park. There will be 46 art vendors, 16 activity-based vendor doing hands on art projects, live performances, food trucks and many more activities to enjoy.
- Traffic box signals will be wrapped this month at Flower Mound Road and McKamy, Morriss and College, and Spinks and Gerault.
- The Senior Center successfully reopened on April 5th under Phase 1. On May 3rd the Senior Center moved to Phase 2. This allows 50% capacity in all rooms and some card games. In June, the program will begin normal operating hours and day trips.
- During the month of April, the Senior Center served 2,020 drive-thru meals.
- Lightning detection signals are fully operational at area athletic complexes.
- The scoreboards at Jake's Hilltop Park were installed in April.
- An update on the youth football RFP was given to the board.

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

- Rheudasil Park is under construction.

- Peters Colony Memorial Park Master Plan is in design. The 50% design will be completed this month and will be provided to staff. It will be presented to the Board at 70% completion.
- PROS Consulting was selected for the Tennis Center Feasibility Study and will go to Town Council on May 17th.
- Canyon Falls Park is still under construction. The parking lot has been poured. It is expected to open Fall 2021.
- The Hound Mound parking lot and restrooms project is currently in progress. The restrooms should arrive May 19th. The parking lot concrete has been poured.
- Grand Park playground improvements are in design. A pavilion, grass volleyball court, new playground structures, and trees will be installed.

G. CONSENT AGENDA

1. **Consider approval of the minutes from a regular meeting of the Parks Board held on April 1, 2021.**

Board Deliberation

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

VOTE ON THE MOTION

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

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 10, 2022.**

Staff Presentation

David Powell – CAC Manager

Dallas Athletes

Dan Jones

Russ Jackson

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

VOTE ON THE MOTION

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

-
3. **Consider approval of a recommendation of parks projects to be funded by the Community Development Corporation in Fiscal Year 2021-2022 using 4B sales tax revenue and incorporate park projects for FY 2023-2026 into the Town's Five-Year Capital Improvement Projects list.**

Staff Presentation

Chuck Jennings – Director of Parks and Recreation

Board Deliberation

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

VOTE ON THE MOTION

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

I. COORDINATION OF CALENDARS AND FUTURE AGENDAS/MEETINGS

- The next regular meeting is scheduled for June 3, 2021.

J. ADJOURNMENT

Board Member Mayer made a motion to adjourn the meeting. Board Member Seay seconded the motion.

Chair Thomason adjourned the Regular Meeting at 7:32pm.

TOWN OF FLOWER MOUND, TEXAS

Teresa Thomas, Chair

ATTEST:

Jade Olson, Administrative Assistant



PARKS BOARD MEETING AGENDA ITEM NO: 2

DATE: June 3, 2021

FROM: David Powell, Community Activity Center Manager

ITEM: Consider approval of a request from Founders Classical Academy of Flower Mound to allow Kona Ice to sell product at their outdoor water park rentals at the Community Activity Center on Sunday, August 1 and Sunday, August 8, 2021.

BACKGROUND INFORMATION: The Founders Classical Academy is a tuition-free classical charter school located in Flower Mound, Texas. They have requested permission to allow Kona Ice, a shaved-ice food truck, to attend their outdoor water park rentals on August 1 and August 8, 2021, to sell product to those in attendance.

Founders Classical Academy has rented the outdoor water park for two private functions that will take place from on Sunday, August 1 from 6 – 8 p.m., and Sunday, August 8 from 6 – 8 p.m. Both rentals are after regular operational hours of the water park, and those in attendance will be limited to Founders Classical Academy guests only.

Kona Ice will be required to adhere to the Town's permitting requirements for food trucks, as well as provide a Certificate of Liability Insurance listing the Town as additional insured.

FISCAL IMPACT: \$1,200.00

The Town will receive revenue from Founders Classical Academy for the outdoor water park rentals, in accordance with the rental policy which outlines CAC rental and staff fees, in the amount of \$600 per rental date.

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.

ATTACHMENT:

1. Rental Permit #R14652

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

Permit



Community Activity Center (CAC) PHONE:(972) 874-7275
1200 Gerault Road EMAIL:cac@flower-mound.com
Flower Mound, TX 75028

Permit # R14652
Status Approved
Date Apr 23, 2021 2:44 PM

Customer Name	Warner Watkins - 28716	Home Phone Number	(214) 766-4164
Customer Type	General Public	Cell Phone Number	(217) 766-1972
Mailing Address	2800 London Ln Flower Mound, TX 75028	Email Address	iamwarner@gmail.com
System User	Kayla Siler	Payer	Warner Watkins

Rental Fee	\$1,400.00
Discounts	\$0.00
Subtotal	\$1,400.00
Deposits	\$200.00
Deposit Discounts	\$0.00
Total Permit Fee	\$1,600.00
Total Payment	\$1,600.00
Refunds	\$0.00
Balance	\$0.00

Founders Academy Rentals				2 resource(s)	3 booking(s)	Subtotal: \$1,600.00
Booking Summary						
Post Oak/Elm (Rental)				Center: Community Activity Center (CAC)		
START DATE	START TIME	END DATE	END TIME	ATTENDEE	AMT W/O TAX	
May 15, 2021	5:00 PM	May 15, 2021	7:00 PM	125	\$160.00	
Meeting Room 2 R	\$80.00 / Hour x 2	\$160.00				
Resource level fees					\$240.00	
Damage Deposit \$200	\$200.00 / Each x 1	\$200.00				
Projector and Screen	\$40.00 / Each x 1	\$40.00				
Outdoor Pool (Rental)				Center: Community Activity Center (CAC)		
START DATE	START TIME	END DATE	END TIME	ATTENDEE	AMT W/O TAX	
Aug 1, 2021	6:00 PM	Aug 1, 2021	8:00 PM	125	\$600.00	
Outdoor Pool R	\$300.00 / Hour x 2	\$600.00				
Aug 8, 2021	6:00 PM	Aug 8, 2021	8:00 PM	125	\$600.00	
Outdoor Pool R	\$300.00 / Hour x 2	\$600.00				

Waivers and Information			
WAIVER NAME	DUE DATE	FOR	SIGNING STATUS
Facility Usage Agreement Waiver Attachment	May 15, 2021		Waiver Signed

The Terms are listed above and labelled as areas iii and iv. The Conditions of Use are detailed in area ii.

Deposits

A deposit for the rental of a room in the Community Activity Center (CAC) is required along with rental agreement and full payment. A \$200 deposit is required to reserve a portion of the CAC. The deposit will be refunded if the area used has been left in good order and all conditions of the rental permit have been met. The deposit may be reduced due to any and all damage caused by user's guests. Any overage time will be rounded up to the half hour, charged at double the regular rate, and deducted from the deposit.

A staff member will check out Licensee at the conclusion of the rental by filling out the Rental Check Out form. Deposits paid by credit card will be refunded back to the Licensee's account ready to be returned to the original card within 7 days. Deposits paid by cash or check will be refunded by check and mailed within 3 to 4 weeks.

Rental Rates

All current CAC members will be given a 10% discount off of the current resident rate for facility rentals. To receive the discount, the CAC membership holder must have a current membership at the time of the reservation booking and their membership must be current on the actual date of the facility rental.

Rental rate include access to the rented area only. In order to utilize other amenities during open hours, Licensee and guest must have a current CAC membership or purchase a day pass. For Party Room and Shade Pavilions, membership or day passes are required for all attendees.

Cancellation

In order to receive a full refund for a facility rental, notice of cancellation, in writing via email, must be given no less than 14 day prior to the date of the rental. If notice is not given 14 days prior to the rental date, the full amount of the rental will be retained; however, the \$200 deposit will be refunded in full.

Licensee can modify rental days, times, location, etc. up to 5 days prior to the rental date depending on availability.

Liability

Licensee agrees to pay for any damage done to the facility, grounds, or furnishings by themselves, their guests, caterers, decorators, planners, florists, and/or delivery company during or pertaining to their rentals. Notification will be given to the Licensee as soon as damages have been assessed. Licensee will be financially responsible for cost of repairs not covered by the deposit.

Security

In addition to the deposit, Licensee may be required by Town staff to secure the services of one or more off-duty Flower Mound Police Officers for the duration of the event, at the Licensee's expense. Police staffing levels shall be determined by the Chief of Police or his/her designee. The minimum contract for an off-duty officer, as required by FMPD, is four (4) hours. All required police officers shall be present in the designated area prior to the event and throughout the event, until all guests have left the Town's facility. Additionally, CAC staff reserves the right to terminate an event if it is believed that the building is unsafe or the event has exceeded the anticipated number of attendees. In the event that a rental is terminated, the entire party will be asked to leave the CAC premises immediately.

Supervision (Children/Youth Party)

All rentals for minors (ages 1 to 17) require (1) adult chaperone per 10 minors. Minors/children must stay in the rented room(s) and not be left running in the hallway, lobby, and other areas in the CAC.

Kitchen

The kitchen is available to rent if you have another space reserved in the facility.

Alcohol

No alcoholic beverages are allowed in the CAC at any time per Town ordinance.

Music

Music is allowed during rental hours provided that this has been previously agreed and noted in the rental permit. Noise level has to be kept down. Music and amplified sound should not be heard in other rooms throughout the CAC.

Rental Hours

Rental hours include set-up and clean-up time. Licensee and/or other members of the Licensees party, caterers, florists, etc., will not be allowed in the assigned rooms until the time specified on the rental permit. All decoration, food, and rental items must be removed from CAC premises at the end of the specified rental time.

Set up/Clean up

Tables and chairs are included with the rental fee. Licensee will be responsible for room set up if needed.

Licensee is responsible for all necessary clean up during the scheduled reservation time. If needed, cleaning supplies will be made available for use by notifying a front desk staff member. All decorations, litter, and other debris must be disposed of properly in the trash receptacles provided. The

kitchen must be cleaned after the rental including appliances, countertops, and sinks. Licensee is responsible for contacting staff on duty in order to sign appropriate sign-out form. Please note that clean-up takes longer than 30 minutes. In order to keep from losing any of your deposit, please allow an adequate amount of time, we recommend that you allow 45 minutes to 1 hour for clean-up.

Decorations

Use of nails, tacks, staples, or duct tape is prohibited on walls or furnishings. Use of confetti, glitter, silly string, or birdseeds inside the CAC or within 25 feet of building entryway is prohibited. Bubbles can be used outside the building only. All decoration must be taken down before Licensee vacates the room(s).

Fire

Due to fire regulation, room capacity set by the Fire Marshall will be strictly enforced.

Smoking is not allowed inside the building or outdoor pool.

Candles are prohibited.

Fog machines are not allowed.

Entrance and exit doors may not be obstructed.

Fireworks and explosive liquids are not allowed.

Only UL approved appliances and outlets are allowed.

RELEASE AND WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT

In consideration of the use and availability of the services and facilities, Licensee agrees to release, waive, and discharge any and all claims and damages for personal injury, death, or property damage that Licensee has and that may hereafter accrue to Licensee due to Licensee's use of the services and facilities. This agreement is intended to discharge, in advance, the Town, including its officers, employees, agents, co-sponsors or volunteers, from any and all liability that may arise from Licensee's use of the services and facilities, even if that liability arises out of negligence or carelessness on the part of the Town, or its officers, employees, agents, co-sponsors or volunteers. Licensee further agrees to indemnify and hold harmless the Town, including its officers, employees, agents, co-sponsors or volunteers, from, against, and for any claims, suits, judgments, proceedings, losses, liabilities, damages, or expenses arising out of any injury, death or property damage that occurs while using the services and facilities, even if the injury, death or property damage arises out of the sole negligence of the Town, or its officers, employees, agents, co-sponsors or volunteers. Licensee understands that the use of the services and facilities involves an element of risk and that there is a real potential for injuries or accidents. Knowing and understanding those risks, Licensee hereby agrees to assume those risks. Licensee further agrees that this agreement to waive and release the Town from liability, to indemnify and hold harmless the Town, and to assume the risks of using the services and facilities is to be binding on Licensee's heirs and assigns.

LICENSEE HAS CAREFULLY READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, FULLY UNDERSTANDS ITS TERMS, UNDERSTANDS THAT LICENSEE HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAS SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO LICENSEE AND INTENDS LICENSEE'S SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. LICENSEE UNDERSTANDS THAT THIS IS A BINDING CONTRACT BETWEEN THE TOWN OF FLOWER MOUND AND LICENSEE.

Further, Licensee has read and agrees to be bound by this Permit and the Terms and Conditions contained herein and attached hereto.

The undersigned warrants and represents that he or she executes this Permit on behalf of Licensee and has sufficient power, authority and capacity to bind the Licensee with his or her signature.

Signature _____

Deposit

EVENT	RESOURCE	DEPOSIT FEE	CHARGE	TAX	AMOUNT PAID	REFUNDS	BALANCE
Founders Academy Rentals	Post Oak /Elm	Damage Deposit \$200	\$200.00	\$0.00	\$200.00	\$0.00	\$0.00

Payment and Refund

RECEIPT #	DATE	FEE DESCRIPTION	EVENT	RESOURCE	PAYMENT / REFUND
1168520.003	Apr 23, 2021	Outdoor Pool R	Founders Academy Rentals	Outdoor Pool	\$1,200.00

1168520.003	Apr 23, 2021	Damage Deposit \$200	Founders Academy Rentals	Post Oak/Elm	\$200.00
1168520.003	Apr 23, 2021	Projector and Screen	Founders Academy Rentals	Post Oak/Elm	\$40.00
1168520.003	Apr 23, 2021	Meeting Room 2 R	Founders Academy Rentals	Post Oak/Elm	\$160.00

X: _____

Date: _____

Community Activity Center (CAC)
Mailing Address: 1200 Gerault Road, Flower Mound, TX
75028
Phone Number: (972) 874-7275
Email Address: cac@flower-mound.com

X: _____

Date: _____

Warner Watkins
Customer ID: 28716
Home Phone Number: (214) 766-4164
Cell Phone Number: (217) 766-1972
Email Address: iamwarner@gmail.com



Parks Board AGENDA ITEM NO. 3

DATE: June 3, 2021

FROM: Matt Chutchian, Athletics Supervisor

ITEM: Consider recommending approval for Town Manager consideration a Youth Football Contract with Sports Impact Texas, DBA Neighborhood Sports for facility usage from July 1, 2021 through June 30, 2026.

Background Information: As prescribed by the Youth Sports Task Force, the Town developed a Request For Proposal (RFP) seeking interested parties to provide the services of youth football leagues for the Town. The RFP process was recommended by the task force when an agreement expired. On April 5, 2021, the Town began advertising the RFP and continued to accept proposals from interested parties until April 23, 2021. The RFP was posted on the Town's web site and social media platforms. Staff notified multiple organizations of the RFP process and invited them to submit a proposal. As of the deadline, the Town did not receive any qualified proposals. Staff then reissued a second RFP on May 8, 2021 and continued to accept proposals from interested parties until May 21, 2021. As of the deadline, the Town received two proposals, one from Driven Flag Football and one from Sports Impact Texas, DBA Neighborhood Sports.

Parks and Recreation staff met to review the received proposals to evaluate all requirements of the RFP. After reviewing the proposals, staff determined that the best course of action was to choose Neighborhood Sports as the provider of youth football. Neighborhood Sports has been operating recreational youth football leagues throughout Central and North Texas since 2003 and currently offers leagues in Highland Village and Liberty Christian. Neighborhood Sports provides opportunities for multiple levels of youth football within our community. The primary focus of the program is to offer recreational youth flag football leagues. Currently, Neighborhood Sports offers football leagues for youth in PreK through 6th grade. On average, Neighborhood Sports registers approximately 500 participants in a youth football league each season.

The proposed agreement with Neighborhood Sports outlines the use of Town facilities. The term of the agreement will be five (5) years, beginning on July 31, 2021 through June 30, 2026. The proposed contract language is similar to current youth sports agreement used by the Town and reflects the findings and recommendations of the Youth Sports Task Force approved by the Town Council on March 1, 2004. The agreement can be terminated with or without cause by either party by giving 30 days written notice to the other party.

Fiscal Impact: \$2,000.00 to the Town annually in participation fees

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 Sports Impact Texas DBA Neighborhood Sports

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

**YOUTH FOOTBALL CONTRACT
WITH
SPORTS IMPACT TEXAS, DBA NEIGHBORHOOD SPORTS**

THIS CONTRACT is entered into on this _____ day of _____, 2021, 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 **SPORTS IMPACT TEXAS, DBA NEIGHBORHOOD SPORTS**, whose address is 3713 Britford Dr., Flower Mound, Texas 75022 (hereinafter referred to as “NEIGHBORHOOD SPORTS”).

WITNESSETH:

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

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

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

**I.
Scope of Services**

The Services shall be offered each year of the Contract between the months of September – November and March - May (hereinafter referred to as “Season”). At selected times during the year, during the Season or during times when not in Season and with approval from the TOWN, NEIGHBORHOOD SPORTS 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 NEIGHBORHOOD SPORTS 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 July 1, 2021 and ending on June 30, 2026.

III. **Termination**

Neither the TOWN nor NEIGHBORHOOD SPORTS 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 NEIGHBORHOOD SPORTS, 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 NEIGHBORHOOD SPORTS.

IV. **Contract Facility**

For purposes of this Contract, NEIGHBORHOOD SPORTS may use the Gerault Park football fields for NEIGHBORHOOD SPORTS'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 NEIGHBORHOOD SPORTS.

V. **Condition of Contract Facility**

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

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

VII.
TOWN Fees

- A. NEIGHBORHOOD SPORTS 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. NEIGHBORHOOD SPORTS 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 NEIGHBORHOOD SPORTS Events is a fair and reasonable fee to be paid to TOWN. NEIGHBORHOOD SPORTS 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. NEIGHBORHOOD SPORTS 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.
NEIGHBORHOOD SPORTS's Responsibilities

A. NEIGHBORHOOD SPORTS accepts the following responsibilities under this Contract:

1. NEIGHBORHOOD SPORTS shall operate as a non-profit (501c3) organization under the laws set forth for incorporation in the State of Texas;
2. NEIGHBORHOOD SPORTS shall act in accordance with its Articles of Incorporation;
3. NEIGHBORHOOD SPORTS shall publish its bylaws, as well as overall governance of the organization/association specific to Services;
4. NEIGHBORHOOD SPORTS 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. NEIGHBORHOOD SPORTS shall encourage staff, coaches, volunteers, and agents to conduct themselves as positive role models exemplifying proper sportsmanship, cooperation, and appropriate behavior;
6. NEIGHBORHOOD SPORTS 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 NEIGHBORHOOD SPORTS having contact with children participating in NEIGHBORHOOD SPORTS'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. NEIGHBORHOOD SPORTS 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. NEIGHBORHOOD SPORTS 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. NEIGHBORHOOD SPORTS 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. NEIGHBORHOOD SPORTS 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. NEIGHBORHOOD SPORTS shall notify all parents, participants, and spectators regarding the Code of Conduct and require all coaches, parents, and participants to sign a copy of NEIGHBORHOOD SPORTS's Code of Conduct;
11. NEIGHBORHOOD SPORTS shall adopt a formal published grievance/dispute resolution/discipline process whereby complaints and concerns can be properly heard and addressed;
12. NEIGHBORHOOD SPORTS shall address and resolve all disciplinary matters concerning players, coaches, spectators, officials, etc., in accordance with NEIGHBORHOOD SPORTS's Code of Conduct and established policies and procedures;
13. NEIGHBORHOOD SPORTS shall address and resolve all grievances, disputes, complaints and concerns in accordance with NEIGHBORHOOD SPORTS's Code of Conduct and established policies and procedures;
14. NEIGHBORHOOD SPORTS shall maintain fiscal responsibility by establishing and operating according to generally accepted accounting principles and practices;
15. NEIGHBORHOOD SPORTS shall utilize all income derived from this Contract and the operation of the football programming sought hereunder solely to defray legitimate costs and expenses of such programming;
16. NEIGHBORHOOD SPORTS 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 NEIGHBORHOOD SPORTS's programming including coaches, officials and athletes;
17. NEIGHBORHOOD SPORTS 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. NEIGHBORHOOD SPORTS shall adopt a non-discrimination policy that ensures participation for all youth regardless of race, creed, color, gender, economic status, or athletic ability;
19. NEIGHBORHOOD SPORTS 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. NEIGHBORHOOD SPORTS 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. NEIGHBORHOOD SPORTS shall purchase and provide all equipment necessary to perform the Services;
 22. NEIGHBORHOOD SPORTS 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 NEIGHBORHOOD SPORTS's operations. TOWN and NEIGHBORHOOD SPORTS will work cooperatively on mutually acceptable survey language to effectuate this goal. The results of the survey will be shared with NEIGHBORHOOD SPORTS 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, NEIGHBORHOOD SPORTS will provide its participant data base to a mutually agreed upon Mailing House whereby a survey can be conducted at TOWN's expense;
 23. NEIGHBORHOOD SPORTS shall at a minimum, convene two (2) board meetings annually. NEIGHBORHOOD SPORTS shall make a good faith effort to publicly advertise scheduled board meetings on NEIGHBORHOOD SPORTS's web site; and
 24. NEIGHBORHOOD SPORTS shall appear before the Parks Board on an annual basis to give a report on NEIGHBORHOOD SPORTS's operations.
- B. At least thirty (30) days prior to the beginning of any Season, NEIGHBORHOOD SPORTS shall provide to TOWN the following data and information:
1. A list of NEIGHBORHOOD SPORTS'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. NEIGHBORHOOD SPORTS's current bylaws, if any revisions have occurred to the bylaws since previous submission;
 3. Proposed schedule for the proposed upcoming football season and the proposed applicable registration fees for such Season;
 4. Proposed calendar of Events including league and non-league related games, practices, clinics, league related tournaments, skills sessions, camps, etc;

5. Anticipated number of participants and number of teams formed for the Season and each Event;
 6. Proposed rules governing league and league related tournament play including, but not limited to, a Code of Conduct together with an enforcement plan and method for communicating the Code's requirements to coaches, parents, participants, and spectators; and,
 7. Tentative schedules for both recreational and competitive/select leagues and tournaments.
- C. Prior to submission of the information required in Section B above, NEIGHBORHOOD SPORTS shall meet with TOWN to discuss scheduling, league format, facility needs, maintenance, etc.

IX.

Insurance

NEIGHBORHOOD SPORTS shall purchase, maintain and keep in force during the term of this Contract such insurance as set forth below. NEIGHBORHOOD SPORTS 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 NEIGHBORHOOD SPORTS 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 NEIGHBORHOOD SPORTS'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.
25. Identify TOWN as additional insured on all liability insurance policies.
26. 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 NEIGHBORHOOD SPORTS will be the youth football provider for the TOWN. During the term of this Contract, NEIGHBORHOOD SPORTS will have the ability to use Facility, as assigned by TOWN, during NEIGHBORHOOD SPORTS'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 NEIGHBORHOOD SPORTS, TOWN may assign the Facility to other parties.

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

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

XII.

Indemnity

NEIGHBORHOOD SPORTS 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 NEIGHBORHOOD SPORTS AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF NEIGHBORHOOD SPORTS, ITS OFFICIALS,

OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM NEIGHBORHOOD SPORTS IS LEGALLY LIABLE, AND NEIGHBORHOOD SPORTS 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 NEIGHBORHOOD SPORTS; or, if at any time during the term of this Contract, NEIGHBORHOOD SPORTS 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 NEIGHBORHOOD SPORTS 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 NEIGHBORHOOD SPORTS's performance to complete previously scheduled Season or Events. If TOWN assumes the obligation to so perform, NEIGHBORHOOD SPORTS 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. NEIGHBORHOOD SPORTS 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 NEIGHBORHOOD SPORTS'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 NEIGHBORHOOD SPORTS and shall be incorporated by written modification to this Contract.

XV.
Conflict of Interest

NEIGHBORHOOD SPORTS covenants and agrees that NEIGHBORHOOD SPORTS 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 NEIGHBORHOOD

SPORTS pursuant to this Contract will be conducted by employees, associates or subcontractors of NEIGHBORHOOD SPORTS.

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

- | | | |
|----|-----------------|--|
| A. | President: | David Inderlied |
| | Address: | 3713 Britford Dr
Flower Mound, TX 75022 |
| | Telephone: | 469.444.5381 |
| | | |
| B. | Vice President: | Deborah Inderlied |
| | Address: | 3713 Britford Dr
Flower Mound, TX 75022 |
| | Telephone: | 469.444.5381 |
| | Federal ID# | <u>27-2744981</u> |

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 NEIGHBORHOOD SPORTS 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 NEIGHBORHOOD SPORTS 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. NEIGHBORHOOD SPORTS 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 NEIGHBORHOOD SPORTS'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 NEIGHBORHOOD SPORTS) 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 NEIGHBORHOOD SPORTS 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 NEIGHBORHOOD SPORTS.

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: Debra Wallace

Title: Interim Town Manager, Town of Flower Mound

CONTRACTOR (NEIGHBORHOOD SPORTS):

NEIGHBORHOOD SPORTS

By: _____

Name: David Inderlied

Title: President, Neighborhood Sports



Neighborhood Sports
Flag Football
2021 Request for Proposal

Neighborhood Sports is pleased to provide this comprehensive proposal for the purposes of consideration by the Town of Flower Mound to utilize the Town's facilities in order to provide a youth football program to both residents and nonresidents of the Town of Flower Mound. Neighborhood Sports is a non-profit 501(c) (3) organization founded and based in Texas. Neighborhood Sports has been operating recreational youth football since 2003 throughout Central Texas and since 2011 in Highland Village and surrounding communities. We had 670 registered participants in our Spring 2021 Youth Flag Football program, of which 215 were Flower Mound residents. We have experienced considerable measured participant growth in all communities, however for Flower Mound specific residents our growth has been consistent at 10.5% from fall season to fall season. Should we acquire the rights to utilize local Flower Mound facilities for the purpose of offering NFL Flag Football (no contact) and other potential Low Contact formats as demand warrants, we believe that our Flower Mound resident registration numbers would increase measurably. *(see addendum A for detailed participation and growth statistics)*

We feel that our current Flag Football program will not only satisfy the needs of the community but create a rich and fulfilling experience for everyone involved.

Neighborhood Sports appreciates your consideration of this proposal and we look forward to addressing any questions or concerns you may have.

Section I. Organization:

League Contacts:

Sports Impact Texas – Affiliate of Neighborhood Sports is proposing to offer NFL Flag Football to the Town of Flower Mound. Sports Impact Texas operates under the D.B.A. Neighborhood Sports. Sports Impact Texas contacts are as follows:

David Inderlied

3713 Britford Dr.

Flower Mound, TX 75022

(469) 444-5381

neighborhoodsportsnfl@gmail.com

Deborah Inderlied

3713 Britford Dr.

Flower Mound, TX 75022

(469) 444-5381

neighborhoodsportsnfl@gmail.com

Mike Spak

963 Engelke Rd.

Kyle, TX 78640

(512) 970-4462

mike.esp@gmail.com

Hector Santiago

1704 Sharon Place

Cedar Park, TX 78613

(512) 785-0405

leagues@neighborhoodsports.us

Jeff Forster

2000 Windy Terrace

Suite 7b

Cedar Park, TX 78613

(512) 228-1701

jforster@neighborhoodsports.us

Raul Rivera

213 Lake Vista West

Highland Village, TX 75077

(972) 971-2153

75077rivera@gmail.com

Chris Manack

5309 Sun Meadow Dr.

Flower Mound, TX 75022

(214) 755-8227

chmanack@me.com

Derek Frye

2712 Vista Bluff Blvd

Lewisville, TX 75067

(972) 358-6526

frve.derek@ymail.com

L. Max Bush

2901 Cedar Pass Court

Flower Mound, TX 75022

(214) 869-4708

Lmbush33@gmail.com

Ryan Snell

2520 Russwood Dr.

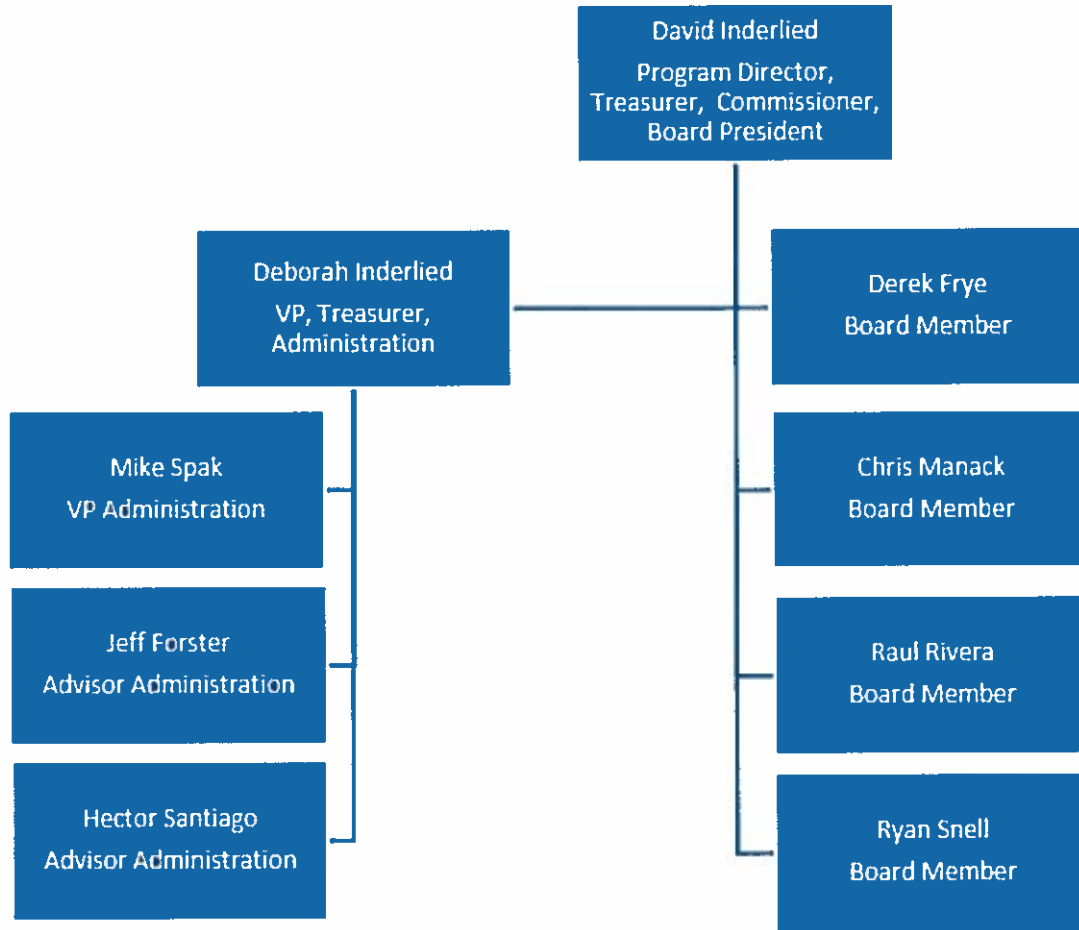
Flower Mound, TX 75028

(817) 726-2942

snellre@hotmail.com

II.

IIa. Organizational Structure & Leadership:



1. **Governance:** The league President and executive board members will be in charge of appointing Commissioners/Field Directors. League Commissioners/Field Directors must be present for each game played and monitor the actions of players, coaches, parents, and referees. League commissioners/Field Directors will give recommendations on how to improve overall processes to the leadership team to help promote the best experience for everyone involved. The leadership team will meet at least once a quarter.
2. **Board of Director Experience Level:**
 - a. **Derek Frye:** Derek has been a youth flag, 7v7, and tackle coach for the last 10 years. Derek owns his own medical practice Integrative Medical of Coppel. Derek is a certified coach with NYSCA.

- b. **Chris Manack:** Chris has coached flag football for the last 7 years. Derek is an Engineering Director with Texas Instruments, Inc.. Chris is a certified coach with NYSCA.
 - c. **Raul Rivera:** Raul has coached in the NFL Flag league since inception and also has several years of experience coaching tackle. Raul has spent over 12 years coaching and teaching youth football. Raul will bring knowledge and expertise to the organization at all age groups and experience levels.
 - d. **Ryan Snell:** Ryan has coached flag football and Soccer for the last 7 years. Ryan is a Vice President of Finance at Main Event Entertainment. Ryan will also bring knowledge and expertise to the organization at all age groups and experience levels.
3. **Terms:** Each existing board member has been appointed by the league president and has agreed to remain in their leadership position for a period of 1 year from January 1, 2022. In the event a board member must resign their position with the board prior to the expiration of their term, new board nominations will be presented to the board for approval and will require a two-third vote to be elected. Each board member has the right to nominate an individual to fill the position of grade level commissioner with board approval. All League Commissioner positions will require a two-third vote from the board for approval. League Commissioner positions are held for each calendar year season.
4. **Disciplinary Committee:** Unfortunately, in youth sports there are instances where a parent, coach, or player will need to be evaluated for some kind of disciplinary infraction. At Neighborhood Sports we take these issues very seriously and always strive to have an open and fair process. Our disciplinary committee will be organized in the same structure as represented above. In case a commissioner is involved in a disciplinary action he must remove himself from the process and the President will choose an alternate Coach from the league. We will have a disciplinary action request form that anyone within the league can fill out and send to our league President. Upon receipt of this request the President will hold a meeting among the commissioners to discuss next actions. The person sending the request will get a confirmation that the request was received and what next actions will take place. Upon conclusion of the committee decision the requestor will receive a written notice by email of actions that will be taken.

Iib.

Flag Football League Format and Season Overview:

Established in 2003, we are the premier NFL Youth Flag Football League for Kids, ages 4-15, with leagues located in Austin, Cedar Park, Highland Village, Georgetown, Kyle/Buda, Leander, Pflugerville, Round Rock, Southwest Austin, Steiner Ranch, Westlake, and San Antonio. We're

home to the 2006 & 2008 Girls 12-14 Division National Champions, and the 2008 & 2009 Boys 9-11 Regional Champions and 2009 National Runner-up.

Neighborhood Sports NFL FLAG Football provides opportunities for children age 4-15 to enjoy America's favorite sport. Players benefit by being physically active through non-contact, continuous action while learning the fundamentals of football, lessons in teamwork and sportsmanship. Our leagues inspire player participation and creating fun playing experiences, players learn the fundamentals of football, multiple positions, responsibility and accountability.

Season Overview:

Each Neighborhood Sports NFL Flag Football season consists of 6 regular season games and a one-day playoff tournament for each division championship. All games are played on Saturdays and each game will consist of two halves of 20 minutes each. Neighborhood Sports recommends that each team practice a minimum of one hour each week and practices begin approximately 4 weeks prior to the start of the regular season. The fall season will begin approximately the third Saturday of September and end approximately the first week in November. The spring season will begin approximately the fourth Saturday of March and end approximately the third week in May. At the conclusion of each fall and spring seasons, teams will have the opportunity to participate in a Neighborhood Sports statewide tournament where teams representing all eleven leagues come together for an exciting day of competition.

Team Rosters:

Teams are generally comprised of ten players and are co-ed. We also offer a girls only division when registration sizes permit. One thing our parents have appreciated is the fact a group of friends can come together to form a team. Rosters are assembled in the following order of priority:

1. Friends request to play with one another.
2. Kids can request to play for a specific coach.
3. Neighborhood Sports makes every attempt to place kids that go to the same school on the same roster when there is no request to play with a friend or play for a specific coach.

Registration Dates and Process:

Season registration begins approximately five months before each season and concludes approximately 6 weeks prior to the start of the season. Registrations will most frequently be submitted online through our online registration process. We will also perform one or two in-

person registrations at a local Sporting Goods store or some other location to be determined. Full refunds are offered before the league purchases team jerseys for the season.

Each child receives a league-provided NFL Flag Football Jersey (e.g. Dallas Cowboys, Houston Texans, Denver Broncos, etc.) and set of flags.

Grievance Process:

Neighborhood Sports always listens to parents and coaches of the league in order to continually monitor the experience of each league participant. The league takes each comment seriously and uses the information collected during discussions with parents and coaches to make adjustments when necessary to improve the experience for all involved. If a grievance is deemed serious in nature, the league will document the grievance and discuss at an informal Board meeting to determine the best course of action to remedy the situation.

IIC.

League Staffing:

Each league is staffed with the following personnel to ensure a well-organized and high-quality game day experience:

- Field Coordinator
- Game Officials
- One Volunteer Score Keeper for each game
- Two chain operators for each game

IId.

Coaches:

Coaches typically consist of parents who volunteer their time and energy to mentor and teach the fundamentals of football to each child on their assigned roster. Neighborhood Sports performs a background check on each coach. Neighborhood Sports makes available the resources of NYSCA, Rules & Education, and Player Development Tools.

IIf.

Rules of the Game:

NFL Youth Flag Football Rules

Approved Football Sizes (we use official league ball distributed by Neighborhood Sports):

- Prek / K - NFL mini
- 1st Grade - NFL Peewee
- 2nd Grade - NFL Peewee
- 3rd Grade – NFL Peewee
- 4th Grade – NFL Peewee

- 5th Grade NFL Junior
- 6th Grade NFL Junior

Rules

I. Game

1. At the start of each game, captains from both teams shall meet at midfield for the coin toss to determine who shall start with the ball.
2. The visiting team shall call the toss.
3. The winner of the coin toss gets first offense possession. The loser of the coin toss chooses the end zone it would prefer to defend.
4. Teams may not choose to defer to second half choice.
5. The offensive team takes possession of the ball at its 5-yard line and has three (3) plays to cross midfield. Once a team crosses midfield; it has three (3) plays to score a touchdown. If the offense fails to score, the ball changes possession and the new offensive team takes over on its 5-yard line. If the offensive team fails to cross midfield, possession of the ball changes and the opposition starts its drive from its 5-yard line.
6. All possession changes, except interceptions, start on the offense's 5-yard line.
7. Teams change sides after the first half. Possession changes to the loser of the coin toss.
8. Referee puts the ball into play each down. On change of possessions Referee will put the ball into play when the defense is set. If the defense is not set within 15 seconds of the offense being set, he will issue a 5-yard delay of penalty to the defense.

II. Terminology

- **Boundary lines** – the outer perimeter lines around the field including the sidelines, and the rear end zone lines.
- **Line of Scrimmage (LOS)** – an imaginary line running through point of football and across the width of the field.
- **Line-To-Gain** – the line the offense must pass to get a first down or score.
- **Rush Line** – an imaginary line running across the width of the field 7 yards (into the defensive side), from the Line of Scrimmage
- **Offense** – the squad with possession of the ball.
- **Defense** – the squad opposing the offense to prevent them from advancing the ball.
- **Passer** – the offensive player that throws the ball and may or may not be the QB.

- **Rusher** – the defensive player assigned to rush the Quarterback to prevent him/her from passing .by pulling his/her flags or blocking the pass.
- **Downs (1-2-3)** – the offensive squad has three attempts or "Downs" to advance the ball and cross the Line to Gain to get another set of downs or to score.
- **Live Ball** – the period of time that the play is in action. Generally used in regard to penalties, Live Ball Penalties are considered part of the play and must be enforced before the down is considered complete.
- **Dead Ball** – the period of time immediately before or after a play.
- **Whistle** – the sound made by an official using a whistle that signifies the end of the play or a stop in the action for timeout, half time or the end of the game.
- **Inadvertent whistle** – an official's whistle that is performed in error.
- **Charging** – the movement of the ball carrier directly at a defensive player who has established position on the field. This includes lowering the head, making contact with the defender with a shoulder, chest or forearm.
- **Flag Guarding** – An act by ball carrier to prevent a defender from pulling ball carrier's flags by stiff arm, lowering elbow, or head and or by blocking access to the runner's flags with hand or arm.
- **Shovel Pass** – a legal pass attempted behind the line of scrimmage by throwing the ball underhand or pushing it towards a receiver in a shot put type manner.
- **Lateral** – a backwards or sideways toss of the ball by the ball carrier.
- **Unsportsmanlike Conduct** – rude, confrontational or offensive behavior or language.

III. Eligibility

1. Neighborhood Sports Co-ed divisions are based on current grade. All Girls divisions are based on current age. A player's age must fall within the specified age-range as of September 1st of the current year. Age will be verified by a valid birth certificate. A Players grade must be in the specified grade range as of the school year. Grade is verified by school report card and or any official document from the school showing grade. Players can play up a grade or age division with league permission but never down a division.
2. All players must present a waiver that is signed by a legal guardian or parent. All players must be registered for the current season in which they are participating in. If a non-registered player participates, the player is ineligible and therefore a forfeit will be declared for any games the ineligible player participates in.

IV. Equipment

1. The League provides each player with flag belts and each team with a football. Teams can also provide their own ball for use.

2. Players must wear shoes. Cleats are allowed, however cleats with exposed metal are not allowed and must be removed.

3. Players may tape their forearms, hands and fingers. Players may wear gloves, elbow pads, and kneepads. Braces with exposed metals are not allowed. Players with hard cast cannot play. Players with soft cast can play with a doctor's release and if padded.

4. Players must remove all watches, earrings and any other jewelry that the officials deem hazardous.

5. Official NFL FLAG jerseys must be worn during play.

6. Players' jerseys must be tucked into the pants if they hang below the belt line.

7. Pants or shorts with belt loops or pockets must be taped.

8. All players must wear a mouth guard for practice and games

V. Field

1. The recommended field size is 25 -30 yards by 60 yards with two 5-yard end zones and a midfield line-to-gain. No-Running Zones precede each line-to-gain by 5 yards. However, some league organizers prefer to use smaller fields to run more games per football/soccer field.

2. No Run Zones are in place to prevent teams from conducting power run plays. While in the No Run Zones (a 5-yard imaginary zone before midfield and before the End zone), teams may not run the ball in any fashion. All plays, including those that begin with a handoff, must be pass plays.

3. Stepping on the boundary line is considered out of bounds.

4. Each offensive squad approaches only TWO No Run Zones in each drive (one zone 5 yards from midfield to gain the first down, one zone 5 yards from the goal line to score a TD).

VI. Rosters

1. Home teams wear dark jerseys, visiting teams wear light jerseys.

2. Teams play 5 offensive players verse 5 defensive players

3. Teams must field a minimum of four (4) players at all times.

VII. Timing and Overtime

1. Games are played on a 40-minute continuous clock. The clock stops only for timeouts.

2. Halftime is one-minute long.

3. Each time the ball is spotted; a team has 30 seconds to snap the ball. Teams will receive one warning before a delay-of-game penalty is enforced.

4. Each team has one 60-second time out per half.

5. Officials can stop the clock at their discretion.

6. In the event of an injury the clock will stop and then restart when the injured player is removed from the field of play.

7. If the score is tied at the end of 40 minutes, the game goes into overtime.

8. In tournament or playoff situations, an Overtime (OT) Period will be used to determine a winner. OT format is as follows:

a. Each team gets one series of up to six plays (and possibly more pending penalty enforcement) starting from the team's 5-yard line.

b. First possession choice goes to the winner of regulation coin toss.

c. There is no Sudden Death; each team gets a minimum of one possession.

d. All regulation period rules and penalties are in effect.

e. There are no time-outs.

f. Each team will be scored based on yardage gained or points scored:

g. Yardage gained – each team will be given one complete series to drive the field as far as they can. The yardage gained will be noted by the official. The team with the most yards gained wins. If both teams score touchdowns and complete the same amount of points in conversions, the process is repeated.

h. In the case of an interception, the ball will be marked at either the line of scrimmage or the point where the defender's flags were pulled, whichever is the more advantageous spot to the defense.

i. If Team B intercepts the ball and returns it for a touchdown, Team B wins.

j. Scoring – Same as regulation. The team with the most yards gained wins.

k. Winning through yardage is equivalent to winning by 6 points for tie breaker purposes.

l. Change of Possession:

m. Change of possession takes place when Team A's forward progress is halted on downs or scores a touchdown.

n. Team B takes possession on the same 5-yard line as Team A and advances in the same direction. Team B begins on the 5-yard line regardless of whether or not Team A's possession ended in an interception.

o. Multiple OT periods:

p. First OT period – shown above:

q. Scoring teams can go for 1 or 2-point PAT.

r. Second OT Period:

s. First possession goes to loser of regulation coin toss.

t. Scoring teams must go for 2-point PAT.

VIII. Scoring

1. Touchdown: 6 points

2. PAT (Point-After Touchdown) 1 point (5-yard line) or 2 points (12-yard line). Note: 1-point PAT is pass only; 2-point PAT can be run or pass.

3. Safety: 2 points

a. The ball is spotted where the runner's front foot is when the flag is pulled, not where the ball is.

b. A Safety occurs when the ball carrier is declared down in his/her own end zone. They can be called down when their flags are pulled by a defensive player, their flag falls out, they step out of bounds or they hit the ground with their knee or arm. A Safety also occurs when there is an offensive penalty in end zone.

c. A team that scores a touchdown must declare whether it wishes to attempt a 1-pt. conversion (from the 5-yard line) or a 2-pt. conversion (from the 12-yard line). Any change, once a decision is made to try for the extra point, requires a charged time out.

d. Decision cannot be changed after a penalty. Interceptions on conversions cannot be returned.

Mercy Rule: After one team is winning by twenty-eight points or more, the losing team gets one offensive series to continue regulation play. If they do not score, the game goes into scrimmage mode until the end of the game. The game is over scoring wise. Winning team must continue to play scrimmage mode with good sportsmanship

Scrimmage Mode: The losing team gets the ball for remainder of game. Each possession lasts until the team scores or fails to achieve the Line-To-Gain. Points do not count in final score. Defense cannot rush QB on passing downs in scrimmage mode.

IX. Coaches

- 1. Coaches are typically volunteer parents or family members helping the players learn and enjoy the game.**
- 2. Parents are encouraged to support the coach at all time.**
- 3. Coaches are allowed on the field to direct players according to need and bracket. Defensive Coach must move to the sidelines before the snap of the ball (make all effort not to stand on sideline occupied by opponents CDA).**
- 4. Coaches are expected to adhere to NFL FLAG philosophies, coaching guidelines and codes of conduct.**
- 5. Only three coaches per team are allowed on the sidelines.**

X. Live Ball/Dead Ball

- 1. The ball is live at the snap of the ball and remains live until the official whistles the ball dead.**
- 2. The official will indicate the neutral zone and line of scrimmage. It is an automatic dead ball foul if any player on defense or offense enters the neutral zone. In regards to the neutral zone, the official may give both teams a "courtesy" neutral zone notification to allow their players to move back beyond the line.**
- 3. A player who gains possession in the air is considered in bounds as long as one foot comes down in the field of play.**
- 4. The defense may not mimic the offensive team signals, by trying to confuse the offensive players, while the quarterback is calling out signals to start the play.**
- 5. Substitutions may be made on any dead ball.**
- 6. Any official can whistle the play dead.**
- 7. Play is ruled "dead" when:**
 - a. The ball hits the ground.**
 - b. The ball carrier's flag is pulled.**
 - c. The ball carrier steps out of bounds.**
 - d. A touchdown, PAT or safety is scored.**
 - e. The ball carrier's knee or arm hits the ground.**
 - f. The ball carrier's flag falls out.**
 - g. The receiver catches the ball while in possession of one flag.**

- h. The 7 second pass clock expires.**
- i. An inadvertent whistle is performed (at the spot where the ball was whistled dead).**

8. In the case of an inadvertent whistle, the offense has two options:

- a. Take the ball where the whistle blew.**
- b. Replay the down from the original line of scrimmage.**

9. Note: There are no fumbles. The ball is spotted where the ball hits the ground.

10. A team is allowed to use a time out to question an official's rule interpretation. If the rule is interpreted incorrectly, the time out will not be charged and the proper ruling will be enforced. Officials should all agree upon any controversial call in order to give each team the full benefit of each call. If the ruling is correct the team will be charged a time out.

XI. Running

1. The ball is spotted where the runner's feet are when the flag is pulled, not where the ball carrier has the ball.

2. If one foot precedes the other, the forward foot marks the spot.

3. The quarterback cannot directly run with the ball.

4. Only direct handoffs behind the line of scrimmage are permitted. Offense may use multiple handoffs.

5. Absolutely NO laterals or pitches of any kind.

6. "No-Run Zones," located 5 yards before each end zone and 5 yards on either side of midfield, are designed to avoid short-yardage, power-running situations. Teams are not allowed to run in these zones IF the subsequent line is LIVE. (Reminder: Each offensive squad approaches only TWO No Run Zones in each drive - one 5 yards from midfield to gain the first down, one 5 yards from the goal line to score a TD 5 yards).

7. The player who takes the handoff can throw the ball from behind the line of scrimmage.

8. Once the ball has been handed off in front or behind the quarterback, all defensive players are eligible to rush.

9. Runners may not leave their feet to advance the ball. Diving or leaping is considered flag guarding. (No leaping over players)

10. Spinning is allowed, but players cannot leave their feet to avoid a flag pull.

11. Runners may leave their feet if there is a clear indication that he/she has done so to avoid collision with another player without a flag guarding penalty enforced.

12. No blocking or "screening" is allowed at any time.

13. Offensive players must stop their motion once the ball has crossed the line of scrimmage. No running with the ball carrier.

14. Flag Obstruction – All jerseys MUST be tucked in before play begins. The flags must be on the player's hips and free from obstruction.

15. Deliberately obstructed flags will be considered flag guarding.

XII. Passing

1. All passes must be from behind the line of scrimmage, thrown forward and received beyond the line of scrimmage.

2. Shovel passes are allowed, but must be received beyond the line of scrimmage.

3. The quarterback has a seven-second "pass clock." If a pass is not thrown within the seven seconds, play is dead, the down is consumed and the ball is returned to the line of scrimmage. Once the ball is handed off, the 7-second rule no longer is in effect.

a. If the QB is standing in the end zone at the end of the 7-second clock, the ball is returned to the line of scrimmage (LOS).

XIII. Receiving

1. All players are eligible to receive passes (including the quarterback if the ball has been handed off behind the line).

2. Only one player is allowed in motion at a time. All motion must be parallel to the line of scrimmage and no motion is permitted towards the line of scrimmage.

3. A player must have at least one foot inbounds when making a reception.

4. In the case of simultaneous possession by both an offensive and defensive player, possession is awarded to the offense.

5. Interceptions change the possession of the ball at the point of interception. Interceptions are the only changes of possession that do not start on the 5-yard line.

6. Interceptions are returnable, but not on conversions after touchdowns.

XIV. Rushing the Passer

1. All players who rush the passer must be a minimum of seven yards from the line of scrimmage when the ball is snapped.

2. Any number of players can rush the quarterback. Players not rushing the quarterback may defend on the line of scrimmage.

3. Once the ball is handed off, the seven-yard rule no longer is in effect and all defenders may go behind the line of scrimmage.

4. A special marker, or the referee, will designate a Rush Line seven yards from the line of scrimmage.

5. Defensive players should verify they are in the correct position with the official on every play.

a. A legal rush is:

b. Any rush from a point 7 yards from the defensive line of scrimmage.

6. ii. A rush from anywhere on the field AFTER the ball has been handed off by the quarterback.

7. iii. . If a rusher leaves the rush line early, they may return to the rush line, reset and then legally rush the quarterback.

8. iv. If a rusher leaves the rush line early and the ball is handed off before they cross the line of scrimmage, they may legally rush the quarterback.

a. A penalty may be called if:

9. The rusher leaves the rush line before the snap and crosses the line of scrimmage before a handoff or pass – Illegal Rush (5 yards LOS and first down).

10. ii. Any defensive player crosses the line of scrimmage before the ball is snapped – Offside (5 yards LOS and first down).

11. Any defensive player, not lined up at the rush line crosses the line of scrimmage before the ball is passed or handed – Illegal Rush (5 yards LOS and first down).

a. Special circumstances:

b. Teams are not required to rush the quarterback, seven second clock in effect.

12. Teams are not required to identify their rusher before the play, however if they do send a rusher, the rusher must check in with the official.

13. If rusher leaves the 7-yard line before the snap, he/she may immediately drop back to act as a defender with no offside penalty enforced.

14. Offense cannot impede the rusher in any way. The rusher has a CLEAR PATH to the QB and any interference that would impede his/her path to the QB will be considered screening. The defense may attempt to block a pass provided they do not strike the passer.

15. Pass rushers must go for QB's flag. Any attempt to block the pass is a penalty (5-yard penalty). This is to protect QB.

16. A Sack occurs if the QB's flags are pulled behind the line of scrimmage. The ball is placed where the QB's feet are when the flag is pulled.

a. A Safety is awarded if the sack takes place in the offensive team's end zone.

XV. Flag Pulling

1. A legal flag pull takes place when the ball carrier is in full possession of the ball.

2. Defenders can dive to pull flags, but cannot tackle, hold or run through ball carrier when pulling flags.

3. It is illegal to attempt to strip or pull the ball or pull from the ball carrier's possession at any time.

4. If a player's flag inadvertently falls off during the play, the player is down immediately upon possession of the ball and the play ends.

5. A defensive player may not intentionally pull the flags off of a player who is not in possession of the ball.

6. Flag guarding is an attempt by the ball carrier to obstruct the defender's access to the flags by stiff arming, dropping of head, hand, arm or shoulder, or intentionally covering flags with the football or jersey.

XVI. Formations

1. An offensive team must have a minimum of one player on the line of scrimmage (the Center) and up to four players on the line of scrimmage.

2. The quarterback must be off the line of scrimmage.

i. One player at a time may go in motion 1-yard beyond and parallel to the line of scrimmage.

ii. No motion is allowed towards the line of scrimmage.

3. Offensive players must come to a complete stop for one second before the ball is snapped unless he/she is the one player in motion.

4. Movement by a player who is set or a player who runs toward the line of scrimmage while in motion is considered a false start.

5. The center must snap the ball with a rapid and continuous motion between his/her legs to a player in the backfield, and the ball must completely leave his/her hands.

XVII. Unsportsmanlike Conduct

1. If the Field Director or referee witnesses any acts of intentional tackling, elbowing, cheap shots, blocking, or any unsportsmanlike act, the game will be stopped and the player will be

ejected from the game. The decision is made at the referee's discretion. . No appeals! FOUL PLAY WILL NOT BE TOLERATED.

2. Offensive or confrontational language is illegal. Officials have the right to determine offensive language. If offensive or confrontational language occurs, the referee will give one warning. If it continues, the player or players will be ejected from the game.

3. Coaches or Players may not physically or verbally abuse any opponent or official.

4. Ball carriers MUST make an effort to avoid defenders with an established position.

5. Defenders are not allowed to run through the ball carrier when pulling flags.

6. Fans must also adhere to good sportsmanship:

a. Yell to cheer on your players, not to harass officials or other teams.

b. Keep comments clean and profanity free.

c. Compliment ALL players, not just one child or team.

7. Fans are required to keep fields safe and kids friendly:

a. Keep younger kids and equipment such as coolers, chairs and tents away from the sidelines.

b. Stay in the end zone area, not between fields.

XVIII. Penalties

General:

1. The referee will call all penalties.

2. Referees determine incidental contact that may result from normal run of play.

3. All penalties will be assessed from the line of scrimmage, except as noted (spot fouls).

1. Only the team captain or head coach may ask the referee questions about rule clarification and interpretations. Players cannot question judgment calls.

4. Games cannot end on a defensive penalty, unless the offense declines it.

5. Penalties are assessed Live Ball then Dead Ball. Live Ball penalties must be assessed before play is considered completed.

6. Penalties will be assessed half the distance to the goal yardage when the penalty yardage is more than half the distance to the goal.

5 Yard Penalties

1. Illegal Equipment
2. Offside
3. Illegal motion (more than one person moving, false start, etc.)
4. Illegal forward pass (pass received behind line of scrimmage or throwing a pass beyond the line of scrimmage)
5. Offensive pass interference (illegal pick play, pushing off/away defender)
6. Screening, Blocking or Running with the ball carrier
7. Delay of game
8. Defense Illegal contact (holding, blocking, etc.)
9. Defense Illegal flag pull (before receiver has ball)
10. Defense Illegal rushing (starting rush from inside 7-yard marker)

10 Yard Penalties

1. Roughing the passer
2. Taunting
3. Unsportsmanlike conduct. -After scoring and touchdown is good, offense receives a 10-yard penalty from the yard line of PAT attempt after touchdown (one warning to the player and team before ejection)

iv. Spot Fouls

- Flag guarding.....10 yards & loss of down
- Charging.....10 yards & loss of down
- Defensive Pass Interference.....first down
- Stripping......10 yards & first down

• Offensive Unnecessary
Roughness.....10 yards & loss of down

• Screening, Blocking or Running with the ball
carrier..... 5 yards & loss of down

• Defensive Unnecessary
Roughness.....10 yards & first down

v. Defense

• Offside.....5 yards from the LOS & automatic
first down

• Illegal contact (Holding, blocking, etc.).....5 yards from the LOS & automatic
first down

• Illegal flag pull (Before receiver has ball).....5 yards from the LOS &
automatic first down

• Illegal rushing (Starting rush from inside 7-yard marker)....5 yards from the LOS &
automatic first down

• Roughing the passer10 yards from the LOS &
first down

• Taunting10 yards from the LOS &
first down

• Unnecessary Roughness.....Spot foul, 10 yards &
first down

• Stripping.....Spot foul, 10 yards &
first down

• Defensive Pass Interference.....Spot foul & first down

• Defense more than 5 players on field (players must be involved in play and not running off
field)....5 yards & first down

vi. Offense

• Illegal motion (More than one person moving, false start, etc.).....5 yards from the LOS &
loss of down

• Illegal forward pass (Pass received behind LOS or throwing a pass beyond LOS).....5
yards from the LOS & loss of down

• Offensive pass interference (Illegal pick play, pushing off/away defender)5 yards
from the LOS & loss of down

- Flag guarding.....Spot foul, 10 yards & loss of down
- Screening, Blocking or Running with the ball carrier..... Spot foul, 5 yards & loss of down
- Charging.....Spot foul, 10 yards & loss of down
- Delay of game.....5 yards from the LOS & loss of down
- Offensive Unnecessary Roughness..... Spot foul, 10 yards & loss of down
- Offside.....5 yards from the LOS & loss of down
- Offense more than 5 players on field (players must be involved in play and not running off field)....5 yards & loss of down

XIX. Team make up / Play Time

1. Teams are made up of individual registered players and players requesting to play together. We reserve the right to add players to all teams that do not have 10 players. Coaches must make every effort to play players close to 50% of the time. On Teams with more than 10 players, coaches must make every effort to see that players share a significant amount of play time.

XX. Pre K / K Rule Differences

1. Offensive team has 4-plays to cross midfield for first down and 4 plays to score after crossing midfield.
2. Score is not kept at this level for season (only for playoffs)
3. 2nd Fumble Rule – if the center or QB fumble the initial exchange (i.e. snap) it is not a dead ball. Only the QB can pick up the ball. All fumbles between QB and runners are dead ball. QB cannot run with the ball but can scramble behind the LOS.
4. Illegal Motion is not called in this division

XXI. Coaches / Player Designated Area (CDA)

1. CDA extends from goal line to midfield
2. Each team shall sit on separate side of midfield on same side of the field

3. A coach may legally leave the CDA to aid an injured player, prevent a fight, to point out a scoring mistake, to request a timeout to ascertain where a correctable error needs to be rectified, or to seek information from the official during a timeout or an intermission.

4. Coaches or players found to be out of the CDA he will be given a warning, penalty, and or asked to leave

5. Head Coaches are responsible for conduct and behavior of players and fans

IIf. Neighborhood Sports Bylaws

ARTICLE I: NAME

Section 1: The name of this organization shall be Neighborhood Sports.

Section 2: This shall be a nonprofit 501(c) organization

ARTICLE II: OBJECTIVES

Section 1: The objective of this organization shall be to promote the ideals of good sportsmanship, personal integrity and team cooperation through participation and instruction in the game of football.

Section 2: The objectives of this organization shall be reached by providing supervised competition. The primary goal is to properly mold future citizens with encouragement toward good sportsmanship.

Section 3: Our objectives will be applied to everyone equally with no emphasis on ability. Anyone wanting to participate and meeting the eligibility requirements as set forth in our Rule Book will be allowed to participate.

ARTICLE III: OFFICERS

Section 1: This organization shall maintain officers, as the governing body deems necessary to conduct the business of this league.

ARTICLE IV: GOVERNMENT

Section 1: The Neighborhood Sports Board will be the bylaw and rules enforcement arm of this organization. All decisions of the Neighborhood Sports Board are final with no course for appeal.

Section 2: The Neighborhood Sports Board will be the board of directors for this organization. They will manage and conduct the business and affairs of the organization. They

may exercise all such powers of the organization and do all such lawful acts and things as are not by statute or by these bylaws otherwise regulated.

Section 3: The Robert's Rules of Order Revised shall be the parliamentary authority for all matters of procedure not specifically covered in these bylaws.

Section 4: The organization shall keep correct and complete records of accounts and shall keep minutes of the proceedings of its meetings.

Section 5: The Neighborhood Sports Board shall have annual meetings at the beginning of each calendar year to discuss the state of the organization and provide at this meeting a reasonable complete balance sheet and income statement.

Section 6: Any director or commissioner may resign by giving written notice to the president. Such resignation shall take effect immediately unless otherwise stated in the written notice. The acceptance of the resignation shall not be necessary to make it effective.

Section 7: In the event of the resignation of an executive officer, the Neighborhood Sports president shall appoint a Neighborhood Sports Board member to complete the remainder of the term of the resigned member.

ARTICLE VI: OFFICERS

Section 1: Neighborhood Sports Board members shall be elected or appointed before the first meeting of the New Year. Each executive officer shall be elected to a term of 1 year. The position of President will not be elected or rotated and shall remain the same.

- A. No elected officer, in a voting position, may hold any single office for more than four years, unless extended by the current Board.
- B. Any Neighborhood Sports Board member or officer may be removed from his office for bylaw violations at any meeting. The removal must be made by a majority of the voting members present at said meeting.
- C. All members of the board are considered the Neighborhood Sports Board. The elected officers are those with written duties to perform.
- D. Should the positions of Secretary or Treasurer become needed on the Neighborhood Sports Board, it will be by appointment from the President only.

Section 2: Duties of the Elected Officers

- A. The President shall:
 - 1. Preside over all meetings
 - 2. Appoint committees and act as ex-officio
 - 3. Break any tie vote
 - 4. Authorize all checks to be written
 - 5. Call meetings when needed
 - 6. Perform other duties as the board of directors shall prescribe
 - 7. Prepare an agenda for each meeting
 - 8. Shall veto any motion that he deems necessary. Veto may only be overruled by a two-thirds majority vote of the voting members.

9. Appoint secretary and treasurer as he deems necessary

B. The Vice President shall:

1. Preside over all meetings in the absence of the President
2. Perform all duties assigned him/her by the President
3. Assume the duty of any officer who is unable to perform his/her duties until that office is filled
4. Perform all duties as the board of directors shall prescribe
5. Perform the duties of the parliamentarian
6. Take and preserve all minutes of all meetings and record all votes taken

Section 3: Each Commissioner shall have the following duties

1. Coordinate matters between their respective grade divisions and the board
2. Enforce all rulings by the bylaws of this organization
3. Resolve any disputes concerning game rules/bylaws at local games
4. Perform such duties as the board of directors shall prescribe
5. In the event a commissioner is not at his/her local game field he/she may appoint an alternate
6. Shall strive to set an example for Neighborhood Sports that best exemplifies the goals and objectives of this organization
7. Will know the rules of play as well as, if not better than, anyone participating or officiating the event.
8. Shall base all decisions rendered on what effect it will have on the organization. No decision can be given which shows favoritism to one team over another
9. Shall be accountable to the directors of Neighborhood Sports for all matters brought before the board concerning their actions

ARTICLE VII: MEETINGS

Section 1: A general meeting shall be held before the start of championship play

Section 2: Regular meetings of the board shall be held as directed by the president

Section 3: Special meeting of the Board for any purpose, unless otherwise prescribed by the statutes or by the bylaws, shall be presided over by the president and no less than one board member

Section 4: Forty-eight (48) hours written, printed, telephone or email notice stating the place, day and hour of any meetings shall be delivered by or at the direction of the President to each board member

Section 5: Two-thirds of the members entitled to vote must be present to constitute a quorum at all meetings. Proxies count towards this two-thirds count

Section 6: The Board will sit from January 1 to December 31 and have a transitional meeting before December 31st.

Section 7: The Board will have a meeting before the beginning of any season with all officials. The bylaws and rules changes will be covered, and our expectations will be put forth

ARTICLE VIII: BYLAWS AND RESOLUTIONS

Section 1: These BYLAWS and RULES OF THE GAME may be amended or repealed annually at a predetermined meeting and approved by a two-thirds majority vote of the voting members present or by proxy. Changes will be in effect immediately.

Section 2: These BYLAWS and RULES OF THE GAME shall have a full sunset review every three (3) years at a predetermined meeting and approved by a two-thirds majority vote of the voting members present or by proxy. Changes will be in effect immediately.

Section 3: If any part of these bylaws shall be held invalid or inoperative for any reason, the remaining parts so far as possible and reasonable shall be valid and operative

Section 4: The Board from time to time may approve any reasonable resolution put forth by any Board member. This resolution will be in effect immediately. The resolution must be put forth for vote the following season for repeal or acceptance in the bylaws. No resolution may stay in effect for more than twelve months from acceptance date. No resolution can be put forth for vote after failing to be accepted into the bylaws from the previous season. No resolution may be put in place to supersede any bylaw without a two-third vote

Section 5: If any officer, commissioner or coach shall be determined guilty of a violation of Neighborhood Sports bylaws or of misconduct at any Neighborhood Sports sanctioned event (game site, practice sessions, meetings, etc.) the board must take decisive action related to the violation within one week of the infraction. Initial violation and action taken must be reported to the Neighborhood Sports Board.

Section 6: Occurrence of the infraction, i.e. flagged during game, ejected during game, removed during game, warned at any event, warned by any official may be reviewed by the Neighborhood Sports Board. If these issues are to be taken up at the next scheduled meeting of the Board, said violators will be notified. If the said violators fail to appear, he/she gives up the right to defend themselves before the Board and agrees to accept any punishment imposed by the Board. The findings of the Board and any penalty imposed are final.

- A. A penalty or action imposed by the Neighborhood Sports Board shall be final with no course for appeal
- B. This includes all board members
- C. Will also include all participants of Neighborhood Sports games as well as practices

Section 7: Neighborhood Sports reserves the right to expel any official that is not in compliance with our bylaws and goals for the betterment of our children.

Ilg. Mission Statement

To promote the ideals of good sportsmanship, personal integrity and team cooperation through participation and instruction in the game of football.

1. PURPOSES

- A. Emotional/Physical - We want to provide a positive, fun, learning environment that will be a positive physical and emotional experience for children. This positive experience will cause them to want to continue to be involved in this and other team sports year after year.
- B. Intellectual - We want to give children a great opportunity to learn the skills necessary to be successful in football and in life.
- C. Social - We want children to experience the beneficial aspects of competing with others while growing in their understanding of teamwork.
- D. Spiritual- Regardless of religious preference, we aspire to allow coaches and children to honor their faith in the sport they love. We encourage (not require) coaches to respectfully pray with opposing teams after each game at the center of the field. If a variety of religions are represented, then we ask each coach to handle this prior to each game.

2. SPORTSMANSHIP

The Neighborhood Sports Tackle Football League regards unsportsmanlike conduct as unnecessary and completely intolerable. We also take playing by these rules very seriously and any violation of these rules will be dealt with by a disciplinary committee in a fair and open fashion.

Coaches

All coaches are required to demonstrate positive sportsmanship in respect to their players, team parents, opposing team's players, parents, coaches and game officials. Coaches who are unable to demonstrate proper sportsmanship will face disciplinary action and possible suspension from further coaching in the league. We ask coaches to never do anything that will embarrass their team, their family, or themselves.

Any coach ejected from a game for unsportsmanlike conduct will be required to leave the field of play and will be unable to coach in the next scheduled game. He/she will also be required to submit a "coach's explanation sheet". This includes post-season play. Any further demonstration of improper sportsmanship may constitute suspension from any number of games, which the disciplinary committee deems necessary or dismissal from the league. We encourage our coaches to form relationships with opposing coaches and share best practices with each other in order to best develop their players. We also encourage our coaches to form relationships with our leadership and referees. Building these relationships helps to demonstrate to young athletes that great relationships are a key element in competition.

Coaches are responsible in assisting referees with the sportsmanship of all playing and non-playing team members, as well as spectators, and assistant coaches.

PLAYERS

All players must demonstrate positive sportsmanship at all times. Sportsmanship is a priority in the development of athletes. Players who cannot demonstrate proper sportsmanship will be dismissed from the game. The continued demonstration of improper sportsmanship will constitute suspension from any number of games which the Board of Directors or game officials deem necessary and could lead to dismissal from the league.

SPECTATORS

Neighborhood Sports Football expects all spectators to demonstrate positive sportsmanship. Young athletes form attitudes concerning games and officials directly from what is demonstrated by their parents and coaches. Spectators who cannot demonstrate proper sportsmanship will be required to leave the game site. Neighborhood Sports reserves the right to ban any spectator from attending a game.

REFEREES

Neighborhood Sports Tackle Football only uses Texas UIL officials. Even though these are highly qualified referees they will make mistakes and judgment calls. Based on the fact that this is youth football these officials may let many penalties go, however we will do everything in our power to help the officials keep the game as fair as possible. Our coaches will have a referee evaluation sheet for each game that they are required to turn in to the respective division commissioner to help our leadership evaluate referee effectiveness. Neighborhood Sports will use these evaluations to give bonuses to the most effective referees. This will encourage referees to be fair to all teams and take their roles seriously.

III. Program Fees

IIIa. Tackle & Flag Registration Fees

- A. Pre-K/Kindergarten Child of Head Coach Flag Registration \$100
- B. Pre-K/Kindergarten Regular Player Flag Registration \$125
- C. All Other Divisions Child of Head Coach Flag Registration \$120
- D. All Other Divisions Regular Player Flag Registration \$149

Registration Fees include

- A. Officials –\$11,760 per season
- B. Player Jersey - \$16,300 per season
- C. Marketing - \$2,500 per season
- D. Player Participation Fees - \$4,244 per season
- E. Game Day Staff Salaries – \$6,600 per season

- F. Flag Football insurance \$1,460 per season
- G. Trophies \$6,400 per season
- H. Reduced Fee Program costs \$3,100 (participants who can't afford the registration fee are paid for by league)

Registration Fee Does Not Include

- A. Additional Equipment
 - I. Wrist Coaches
 - II. Shorts
 - III. Cleats
 - IV. Mouthpiece
 - V. Practice Apparel

Coaches are required to submit their first three (3) choices for NFL related team names no later than one week after the draft process. The estimated cost for a player uniform and equipment not included with registration fees ranges from \$195 - \$250 per player depending on the type, style and quality of equipment chosen. Neighborhood Sports will host fitting days at Flower Mound local businesses to assist players and parents in their equipment selection. Game pants and socks color choices will be left to the discretion of the coach for each team.

IIIb. Free Football Clinic

- A. Preseason Football Skills Camp

This camp will be offered prior to each fall season and will be facilitated by league directors from Neighborhood Sports. The emphasis at this camp will be to properly prepare participants for the upcoming season and allow them to strengthen their knowledge of basic tackle football fundamentals.
- B. Skills Camp Registration is free per participant– included with this fee:
 - i. Neighborhood Sports authorized and certified camp director
 - ii. Qualified skills instructors

Estimated Fall 2021 Participants:

Pre-K/Kindergarten – 6 teams 50 players
 1st grade 6 teams 50 players
 2nd grade 6 teams 50 players
 3rd grade 8 teams 72 players
 4th grade 8 teams 72 players
 5th grade 6 teams 50 players
 6th grade 6 teams 50 players

Total Flag 394

Addendum A

City	2011 Fall	2012 Fall	2013 Fall	2014 Fall	2015 Fall	2016 Fall	2017 Fall	2018 Fall	2019 Fall	2020 Fall	2021 Spring
Allen	0	0	0	0	0	0	0	0	2	0	0
Argyle	6	0	16	8	17	41	55	66	62	110	97
Aubrey	0	0	1	0	0	0	2	1	5	0	2
Bartonville	0	1	2	2	7	3	3	6	4	1	4
Boyd	0	0	0	0	0	0	0	1	0	0	0
Carrollton	0	0	2	3	3	3	4	5	1	0	2
Colleyville	0	0	0	0	0	0	1	3	3	2	1
Coppell	0	0	1	0	5	3	3	3	1	0	2
Copper Canyon	0	1	4	2	5	6	3	4	3	0	2
Corinth	18	26	42	26	38	44	44	35	39	27	22
Cross Roads	0	0	0	0	0	0	0	0	1	0	1
Dallas	0	0	0	0	0	1	2	0	1	1	1
Decatur	0	0	0	0	0	0	0	0	1	0	0
Denton	14	15	19	17	18	24	24	26	29	27	29
Double Oak	2	0	3	2	8	11	4	7	10	5	12
Eufless	1	0	0	0	0	0	0	0	1	0	0
Farmers Branch	0	0	0	0	1	0	0	0	0	0	1
Flower Mound	17	65	107	123	192	186	223	211	243	175	216
Forney	0	0	0	0	0	0	0	0	0	0	0
Fort Worth	0	0	0	0	0	0	1	2	4	2	0
Frisco	0	0	0	0	1	0	0	0	0	1	1
Garland	0	0	0	0	0	0	0	0	0	0	0
Grand Prairie	0	0	0	0	0	0	0	0	0	0	0
Grapevine	0	2	2	0	2	1	1	0	2	3	1
Haslet	0	0	0	0	1	0	0	0	0	0	0
Heartland	0	0	0	0	0	0	0	0	0	0	0
Hickory Creek	5	0	1	0	3	5	3	5	5	3	6
Highland Village	67	76	68	79	116	106	106	113	100	60	105
Hurst	0	0	0	0	4	0	0	1	0	0	0
Justin	0	0	0	0	0	2	1	1	4	5	2
Keller	0	0	0	0	0	2	0	1	2	0	0
Krugerville	0	0	0	0	0	0	1	0	0	0	1
Krum	0	0	0	0	0	0	0	0	1	1	3
Irving	0	0	0	0	1	3	2	1	1	0	0
Lake Dallas	0	3	1	3	0	1	3	4	3	2	2
Lancaster	0	0	0	0	0	0	0	0	0	0	0
Lantana	16	43	41	48	44	54	48	57	51	28	54
Lawrenceville	4	17	24	20	36	48	45	70	60	25	69
Little Elm	0	2	1	0	0	0	0	0	0	1	2
McAllen	0	0	0	0	0	0	1	0	0	0	0
McKinney	0	0	0	1	0	1	2	1	1	1	1
Mesquite	0	0	0	0	0	0	0	0	0	0	0
Northlake	0	0	0	0	0	1	3	10	8	3	11
North Richland Hills	0	0	0	0	0	0	1	1	0	0	0
Oak Point	0	0	0	0	0	0	0	0	0	0	0
Plano	0	0	0	0	0	0	1	0	0	2	3
Ponder										2	0
Prosper	0	0	0	0	0	0	0	0	0	0	0
Providence Village										0	0
Rhome	0	0	0	0	0	0	0	1	1	0	0
Richardson	0	0	0	0	0	0	0	0	0	0	0
Roanoke	0	0	0	0	1	2	2	4	4	1	1
Sanger	0	0	0	0	0	0	0	1	1	0	4
Shady Shores	1	1	0	0	3	3	2	2	11	8	9
Southlake	0	0	0	0	1	4	2	5	4	0	0
The Colony	0	0	0	0	0	3	0	0	0	0	0
Trophy Club	0	0	0	0	0	0	1	2	1	0	1
Westlake	0	0	0	0	0	1	1	2	2	0	2
	151	252	335	334	502	559	595	652	670	496	670
Growth from Previous Year		67%	33%	0%	50%	11%	6%	10%	3%	-26%	125%