



AGENDA
FLOWER MOUND PARKS BOARD
REGULAR MEETING
JULY 7, 2022

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
- Additional time limits will be provided to members of the public that need to address the Board through a translator.
- Please state your name and address when speaking

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

E. PRESENTATIONS

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

F. DIRECTOR'S REPORT

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

G. CONSENT AGENDA

1. Consider approval of the minutes from a regular meeting of the Parks Board held on June 2, 2022.

H. REGULAR ITEMS

2. Consider approval of a request from the Forest Vista Elementary School PTA to sell PTA memberships, T-shirts, yard signs, and various spirit wear during their rental of the outdoor water park and indoor pool at the Community Activity Center on Saturday, August 13, 2022.
3. 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, July 31, 2022 and Sunday, August 7, 2022.
4. Consider recommending approval for Town Manager consideration a Youth Baseball and Softball Contract with the Flower Mound Youth Sports Association from September 1, 2022 through August 31, 2027.
5. Consider approval for Town Manager consideration a Concession Contract with the Flower Mound Youth Sports Association to provide the services of Concessionaire at the Bakersfield Park, Gerault Park, and Jake's Hilltop Park permanent concession buildings from September 1, 2022 through August 31, 2027.
6. Consider recommending approval for Town Manager consideration a Youth and Adult Soccer Contract with the Greater Lewisville Area Soccer Association from September 1, 2022 through August 31, 2027.
7. Consider approval for Town Manager consideration a Concession Contract with the Greater Lewisville Area Soccer Association to provide the services of Concessionaire at the Chinn Chapel Soccer Complex permanent concession buildings from September 1, 2022 through August 31, 2027.

I. COORDINATION OF CALENDARS AND FUTURE AGENDAS/MEETINGS

- The next regular meeting of the Parks Board is scheduled for August 4, 2022.

J. ADJOURN REGULAR MEETING

I do hereby certify that the Notice of Meeting was posted on the bulletin board in Town Hall of the Town of Flower Mound, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: July 1, 2022 at 3:30 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: July 7, 2022

FROM: Jade Olson, Administrative Assistant

ITEM: Consider approval of the minutes from a regular meeting of the Parks Board held on June 2, 2022.

BACKGROUND INFORMATION: The Parks Board held a regular meeting June 2, 2022.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft minutes from the June 2, 2022 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 2ND DAY OF JUNE 2022, 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:

Robert Sheets	Place 10 – Alternate
Allen Pichon	Place 2
Rick Kenyon	Place 4 – Vice-Chair
Mark Mayer	Place 6
Jennifer Romaszewski	Place 7
Preston Peterson	Place 8 – Alternate
Brittany Bowden	Place 9 – Alternate

The following Board members were not in attendance:

Scott Langley	Place 1
Teresa Thomason	Place 3 – Chair
Holly Royer	Place 5

The following members of Town Staff were in attendance:

Chuck Jennings	Director of Parks and Recreation
Mark Long	Assistant Director of Parks and Recreation
Brennon Peltier	Park Development Manager
John Habern	Parks, Trails & Landscape Manager
Clayton Litton	Parks Superintendent
Kelli Repasz	Executive Assistant

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

B. INVOCATION – Robert Sheets

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

D. PUBLIC COMMENTS

N/A

E. DIRECTOR’S REPORT

Chuck Jennings, Director of Parks and Recreation, Mark Long, Assistant Director of Parks and Recreation and Brennon Peltier, Park Development Manager provided updates.

F. CONSENT AGENDA

1. Consider approval of the minutes from a regular meeting of the Parks Board held on May 5, 2022.

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

VOTE ON THE MOTION

AYES: Sheets, Pichon, Bowden, Kenyon, Mayer, Romaszewski,
Peterson

NAYS: None

G. REGULAR ITEMS

2. Public Hearing to consider a request to amend the Master Plan (MPA21-0010 - Parks and Trails Plan) by removing and replacing Section 5.0, "Parks and Trails Plan," and adopting the 2022 Trails and Bikeways Master Plan, and to consider adopting an ordinance providing for said amendments.

Staff Presentation

Chuck Jennings, Director of Parks and Recreation gave a brief update, followed by Lenny Hughes, PLA and Kailey Saver, AICP from Halff and Associates Inc.

Vice Chair Kenyon opened the public hearing at 7:52 p.m.

- Ken Ryder, 2304 Harvard Drive, Flower Mound, Texas 75022

Vice Chair Kenyon closed the public hearing at 7:57 p.m.

Board Member Mayer move to recommend approval for Planning and Zoning Commission and Town Council consideration amending the Master Plan (MPA21-0010 - Parks and Trails Plan) by removing and replacing Section 5.0, "Parks and Trails Plan," adopting the 2022 Trails and Bikeways Master Plan, and to consider adopting an ordinance providing for said amendments. Board Member Romaszewski seconded the motion.

VOTE ON THE MOTION

AYES: Sheets, Pichon, Bowden, Kenyon, Mayer, Romaszewski,
Peterson

NAYS: None

H. COORDINATION OF CALENDARS AND FUTURE AGENDAS/MEETINGS

-
- The next regular meeting is scheduled for July 7, 2022.

I. ADJOURNMENT

Board Member Pichon made a motion to adjourn the meeting. Board Member Peterson seconded the motion.

Vice-Chair Kenyon adjourned the Regular Meeting at 7:58pm.

TOWN OF FLOWER MOUND, TEXAS

Rick Kenyon, Vice Chair

ATTEST:

Jade Olson, Administrative Assistant



PARKS BOARD MEETING AGENDA ITEM NO: 2

DATE: July 7, 2022

FROM: David Powell, Community Activity Center Manager

ITEM: **Consider approval of a request from the Forest Vista Elementary School PTA to sell PTA memberships, T-shirts, yard signs, and various spirit wear during their rental of the outdoor water park and indoor pool at the Community Activity Center on Saturday, August 13, 2022.**

BACKGROUND INFORMATION: The Forest Vista Elementary School Parent Teacher Association is requesting permission from the Parks Board to sell PTA memberships, T-shirts, yard signs, and other various spirit wear items during their school's rental of the outdoor water park and indoor pool on Saturday, August 13, 2022.

Forest Vista Elementary has rented the outdoor water park and indoor pool for a private function that will take place on Saturday, August 13 from 7 – 9 p.m. This rental is after regular operational hours of the water park and indoor pool, and those in attendance will be limited to Forest Vista Elementary students and families only. The proceeds from the sale of such items will directly benefit the Forest Vista Elementary School PTA. The school is part of the Lewisville Independent School District and is located in Flower Mound.

FISCAL IMPACT: \$856.00

The Town will receive revenue from the Forest Vista Elementary PTA for the outdoor water park and indoor pool rental, in accordance with the rental policy which outlines CAC rental and staff fees.

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

Sec. 54-72. Enumeration of prohibited acts

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

ATTACHMENTS: N/A

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



PARKS BOARD MEETING AGENDA ITEM NO: 3

DATE: July 7, 2022

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, July 31 and Sunday, August 7, 2022.

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 July 31 and August 7, 2022, 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, July 31 from 6 – 8 p.m., and Sunday, August 7 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.

ATTACHMENTS: N/A

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



Parks Board AGENDA ITEM NO. 4

DATE: July 7, 2022

FROM: Matt Chutchian, Athletics Supervisor

ITEM: Consider recommending approval for Town Manager consideration a Youth Baseball and Softball Contract with the Flower Mound Youth Sports Association from September 1, 2022 through August 31, 2027.

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

FMYSA provides opportunities for multiple levels of baseball and softball play within the Flower Mound community. In softball, FMYSA offers a recreational league to youth ages 5 – 18 years and a select program for youth between the ages of 8 - 18. In baseball, FMYSA offers a large recreation league that accepts children with any skill and experience level, for youth age 3 -18. FMYSA also provides a select baseball program for youth 9U and older, from AA, AAA, to Major divisions. Beginning in the spring of 2022, FMYSA partnered with Miracle League North Texas to provide leagues for individuals with physical and mental disabilities. League games are played at Bakersfield Park, Glenwick Park, Jake's Hilltop Park, Tiger Field and Gerault Park.

The proposed agreement with FMYSA outlines the use of Town sports facilities from September 1, 2022, through August 31, 2027. The proposed agreement language is similar to the current agreement and reflects the findings and recommendations of the Youth Sports Task Force approved by the Town Council on March 1, 2004. To date, FMYSA has complied with the parameters set forth in the current agreement that was approved by the Town Manager on August 16, 2017. The agreement can be terminated with or without cause by either party by giving 30 days written notice to the other party.

Fiscal Impact: Approximately \$16,000 to the Town annually in participation fees.

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

Attachment:

1. Proposed Youth Baseball/Softball Contract
2. FMYSA Proposal

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

**YOUTH BASEBALL / SOFTBALL CONTRACT
WITH
FLOWER MOUND YOUTH SPORTS ASSOCIATION**

THIS CONTRACT is entered into on this _____ day of _____, 2022, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas (hereinafter referred to as “TOWN”), acting by and through its Town Manager, or his designee, and the **FLOWER MOUND YOUTH SPORTS ASSOCIATION**, whose address is 6101 Long Prairie Road Suite 744-164, Flower Mound, Texas 75028 (hereinafter referred to as “FMYSA”).

WITNESSETH:

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

WHEREAS, FMYSA 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 February – June and September - November (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, FMYSA will be allowed to offer camps, leagues, league tournaments, sport specific instructional programs, and clinics (collectively “Events”), so long as the Facility is available. In no event may FMYSA subcontract the Services to be performed under this Contract.

**II.
Term**

The term of this Contract shall be for a period of five (5) years beginning on September 1, 2022 and ending on August 31, 2027.

III. **Termination**

Neither the TOWN nor FMYSA 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 FMYSA, 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 FMYSA.

IV. **Contract Facility**

For purposes of this Contract, FMYSA may use Jake's Hilltop Park, Glenwick Park, Wilkerson Field, Gerault Park, Bakersfield Park, Gaston Park, Tiger Field, Prairie Trail Park, Colony Park, Shadow Ridge Park, Forest Vista Elementary School, and Westchester Park for FMYSA'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 FMYSA.

V. **Condition of Contract Facility**

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

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

VII.
TOWN Fees

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

- A. FMYSA accepts the following responsibilities under this Contract:

1. FMYSA shall operate as a non-profit 501(c)(3) organization under the laws set forth for incorporation in the State of Texas;
2. FMYSA shall act in accordance with its Articles of Incorporation;
3. FMYSA shall publish its bylaws, as well as overall governance of the organization/association specific to Services;
4. FMYSA 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. FMYSA shall encourage staff, coaches, volunteers, and agents to conduct themselves as positive role models exemplifying proper sportsmanship, cooperation, and appropriate behavior;
6. FMYSA 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 FMYSA having contact with children participating in FMYSA'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. FMYSA 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. FMYSA 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. FMYSA 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. FMYSA 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. FMYSA shall notify all parents, participants, and spectators regarding the Code of Conduct and require all coaches, parents, and participants to sign a copy of FMYSA's Code of Conduct;
11. FMYSA shall adopt a formal published grievance/dispute resolution/discipline process whereby complaints and concerns can be properly heard and addressed;

12. FMYSA shall address and resolve all disciplinary matters concerning players, coaches, spectators, officials, etc., in accordance with FMYSA's Code of Conduct and established policies and procedures;
13. FMYSA shall address and resolve all grievances, disputes, complaints and concerns in accordance with FMYSA's Code of Conduct and established policies and procedures;
14. FMYSA shall maintain fiscal responsibility by establishing and operating according to generally accepted accounting principles and practices;
15. FMYSA shall utilize all income derived from this Contract and the operation of the baseball/softball programming sought hereunder solely to defray legitimate costs and expenses of such programming;
16. FMYSA 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 FMYSA's programming including coaches, officials and athletes;
17. FMYSA 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. FMYSA shall adopt a non-discrimination policy that ensures participation for all youth regardless of race, creed, color, gender, economic status, or athletic ability;
19. FMYSA 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. FMYSA 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. FMYSA shall purchase and provide all equipment necessary to perform the Services;
22. FMYSA 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 FMYSA's operations. TOWN and FMYSA will work cooperatively on mutually acceptable survey language to effectuate this goal. The results of the

survey will be shared with FMYSA 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, FMYSA will provide its participant data base to a mutually agreed upon Mailing House whereby a survey can be conducted at TOWN's expense;

23. FMYSA shall at a minimum, convene two (2) board meetings annually. FMYSA shall make a good faith effort to publicly advertise scheduled board meetings on FMYSA's web site; and
 24. FMYSA shall appear before the Parks Board on an annual basis to give a report on FMYSA's operations.
- B. At least thirty (30) days prior to the beginning of any Season, FMYSA shall provide to TOWN the following data and information:
1. A list of FMYSA'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. FMYSA's current bylaws, if any revisions have occurred to the bylaws since previous submission;
 3. Proposed schedule for the proposed upcoming baseball/softball 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 and non-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, FMYSA shall meet with TOWN to discuss scheduling, league format, facility needs, maintenance, etc.

IX.

Insurance

FMYSA shall purchase, maintain and keep in force during the term of this Contract such insurance as set forth below. FMYSA 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 FMYSA 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 FMYSA'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 FMYSA will be the youth baseball/softball provider for the TOWN. During the term of this Contract, FMYSA will have the ability to use Facility, as assigned by TOWN, during FMYSA'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 FMYSA, TOWN may assign the Facility to other parties.
- B. TOWN will work with FMYSA to schedule time periods for use of the Facility by FMYSA during the Season noted above and any Events that FMYSA may desire to sponsor. It will be FMYSA'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 FMYSA regarding the closure of Facility due to inclement weather or any outside factor that may hinder FMYSA from utilizing the specific Facility. Decisions by TOWN are final. TOWN will work with FMYSA, at FMYSA'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 FMYSA'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 FMYSA information and refer interested parties to FMYSA 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

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

XII.
Indemnity

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

XV.
Conflict of Interest

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

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

- | | | |
|----|-----------------|--|
| A. | President: | Jeff Nelson |
| | Address: | 6101 Long Prairie Road Suite 744-164
Flower Mound, TX 75028 |
| | Telephone: | 972.971.7075 |
| | | |
| B. | Vice President: | Kevin Roberson |
| | Address: | 6101 Long Prairie Road Suite 744-164
Flower Mound, TX 75028 |
| | Telephone: | 972.877.0565 |

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 FMYSA 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 FMYSA 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. FMYSA 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 FMYSA'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 FMYSA) 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 FMYSA 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 FMYSA.

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: James Childers

Title: Town Manager

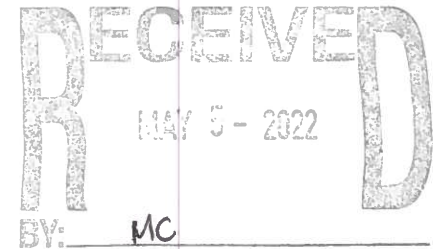
CONTRACTOR (FMYS):

FMYS

By: _____

Name: Jeff Nelson

Title: President, FMYS



FMYSA Baseball / Softball Youth Sports Facility Renewal Proposal

Presented to:

The Town of Flower Mound
Parks & Recreation
Flower Mound, Texas
May 5, 2022

Presented by:

Flower Mound Youth Sports Association
Jeff Nelson – President
Tracy Black – General Manager

Proposal to Renew Youth Sports Agreement

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

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

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

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

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

About FMYSA

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

Board of Directors:

President	Jeff Nelson	972-971-7075
Exec Vice Pres	Kevin Roberson	972-877-0565
Sec'y / Treasurer	Kevin Westdyk	972-989-4708
VP-Recr Baseball	Craig Brown	614-561-2669
VP-Select Baseball	Scott Bryson	440-785-3861
VP-Recr Softball	Bryan Jacobs	214-729-4948
VP-Select Softball	Jack Fultz	214-557-7722
<u>Paid Staff:</u>		
League Administrator	Amy Burwell	972-955-7328
General Manager	Tracy Black	214-538-7755

Directors:

League-Wide:

Grievance- Tracy Black
IT - Victor Havard
Scheduler - Kim Bryson

Softball:

6U Shelby Hoetket
8U Bryan Jacobs
10U Howard Gibbs
12U Tommy White

Baseball:

4U Jennifer Brown
5U Jennifer Brown
6U Adam Morrison
7U Tracy Black
8U Blake Bradley
9U David Ward
10U Bentley Ford
11U/12U Craig Brown
13U-14U Dennis Lokey

Rattlers Scott Bryson

	Recreation				Select				Total			
	Spring 2021		Spring 2022		Spring 2021		Spring 2022		Spring 2021		Spring 2022	
	Teams	Players	Teams	Players	Teams	Players	Teams	Players	Teams	Players	Teams	Players
						11						
4U	8	94	10	111					8	57	10	111
5U	8	104	8	106					8	85	8	106
6U	9	199	10	126					9	64	10	126
7U	9	119	8	99	1		1	11	10	130	9	110
8U	7	86	11	128	1	11	1	12	8	97	12	140
9U	6	75			3	32	2	21	9	107	2	21
10U	10	108	10	123	3	32	3	32	13	140	13	155
11U/12U	8	96	10	120	9	98	7	76	17	194	17	196
13-18U	3	32	4	45	12	137	10	125	15	169	14	170
BB Total	68	813	71	858	29	321	24	277	97	1043	95	1135
6U SB	3	26	3	19					3	26	3	19
7U SB												
8U SB	4	37	4	49					3	37	4	49
9U SB												
10U SB	4	44	4	47	2	19	2	18	6	63	6	65
12U SB	3	32	2	23	2	21	4	46	5	53	6	69
14U+					8	91	9	90	8	91	9	90
SB Total	13	139	13	153	12	131	15	154	19	207	28	292
FMYSA	81	952	84	1003	41	452	39	431	116	1250	123	1427

Fees for Spring 2021

Baseball		Softball	
		5 / 6U	\$105
3U/4UTball	\$75	7U	\$120
5U	\$100	8U	\$120
6U	\$100	9U	\$120
7U	\$110	10U	\$120
8U	\$110	11 / 12U	\$120
9U	\$110	13 / 14U	\$120
10U	\$130	15 / 16U	\$120
11U	\$130	Select	\$50
12U	\$130		
13 / 14	\$130		
15 / 16	\$n/a		
Select 9U-12U	\$125		
Select 13U+	\$125		

Tournaments and Wilson | AAYBA World Series

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

- 1) Funds to partner with TOFM to provide park improvements.
- 2) Funds to maintain additional staff throughout the recreation baseball/softball seasons. There have only been minimal registration fee increases to a few age groups during the previous 5-year agreement. T-ball fees have actually decreased during that period in order to attract young ballplayers.
- 3) Provide a local “home-field” option for our sanctioned teams to play.
- 4) Provide summer employment for 50+ Flower Mound youth through concessions and tournament operations.
- 5) Attract travel to the Flower Mound community and “showcase” our facilities.

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

FMYSA Tournaments | KC&BO Clinics

FMYSA hosts a number of tournaments which are run solely for the benefit of FMYSA. A number of these are independent tournaments run by Keep Calm & Baseball On (or possibly other sanctioning bodies for a nominal sanctioning fee in order to facilitate the marketing of these tournaments to a broader segment). Keep Calm & Baseball On also operates coaches clinics and player development clinics for FMYSA members. Additionally KC&BO works with our local High School Coaches to conduct clinics for players and coaches.

Wilson | AAYBA World Series

FMYSA currently has a contract with AAYBA to host a Texas World Series. This event brings 8,000 - 10,000 or more tourists to this area each summer and has generated millions and millions of dollars in local area revenue. FMYSA and AAYBA would both like to agree to an extension of this contract following the acceptance of this TOFM proposal. An extension is only possible if the hosting costs that FMYSA incurs are kept to a minimum.

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

Coaches

FMYSA completes a **criminal background check** on all head coaches. A sampling of assistant coaches are also subject to these background checks each season. This process is handled through USA Baseball.

All baseball coaches, and all recreation softball coaches, are required to complete a **coach certification** utilizing certification process from USA Baseball, and to maintain current certification status. Select softball coaches are certified through Amateur Softball Association of America (ASA).

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

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

Umpires

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

- Over the Plate Baseball provides umpires for our recreation and select baseball games. These umpires vary in age and experience levels, with the most experienced umpires working in the select baseball environment. All umpires are certified under USA Baseball standards.
- Bryan Jacobs coordinates umpiring needs for our recreation softball games and utilizes DFW Fastpitch as our provider.

During our league seasons, we pay an average of \$7,000 per week for umpire fees.

Grievances

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

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

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

If I have a complaint about a Flower Mound Youth Sports Association board member, director, an umpire, a coach or a parent, what can I do?

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

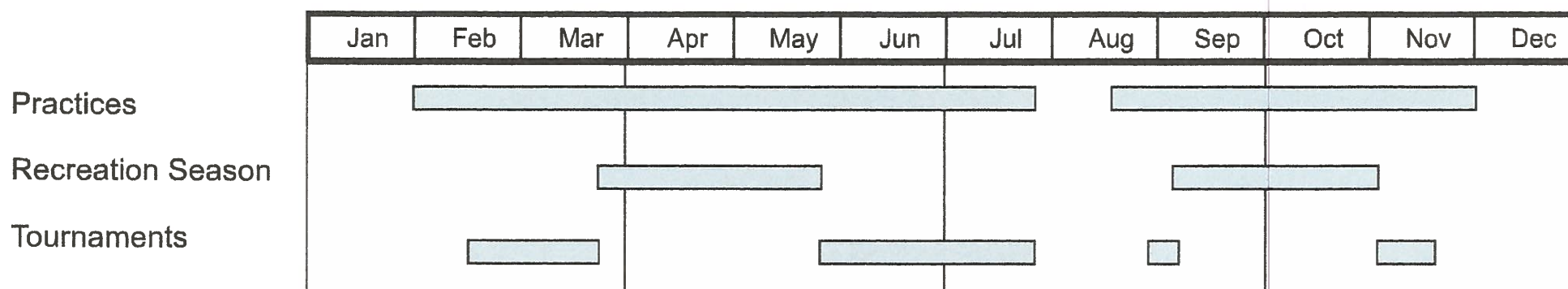
FMYSA operates two recreation seasons annually:

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

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

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

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



Miscellaneous / Summation Proposal

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

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

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

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

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

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

Summation - FMYSA proposes to continue to run the Youth Baseball and Softball programs for the Town of Flower Mound. Should there be any reason to take a different direction, FMYSA would appreciate being notified as soon as possible. Consider this as our 5 year proposal in response to the Town's RFP. This proposal addresses the period which runs from September 2022 – August 2027

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

I Name of vendor who has a business relationship with local governmental entity.

O N/A

Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

Name of local government officer about whom the information is being disclosed.

Name of Officer

Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

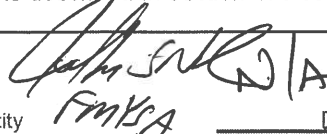
Yes

No

W Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director or holds an ownership interest of one percent or more.

I **D** Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(8), excluding gifts described in Section 176.003(a-1).

Signature of vendor doing business with the governmental entity


FmKCA

Date



Parks Board AGENDA ITEM NO. 5

DATE: July 7, 2022

FROM: Matt Chutchian, Athletics Supervisor

ITEM: **Consider approval for Town Manager consideration a Concession Contract with the Flower Mound Youth Sports Association to provide the services of Concessionaire at the Bakersfield Park, Gerault Park, and Jake's Hilltop Park permanent concession buildings from September 1, 2022 through August 31, 2027.**

Background Information: The Concession Contract will allow the Flower Mound Youth Sports Association (FMYSA) to continue to manage and operate the Town-owned permanent concession buildings at Bakersfield Park, Gerault Park, and Jake's Hilltop Park during each season. The term of the contract will be from September 1, 2022 through August 31, 2027. The contract may be terminated with or without cause by either party by giving thirty (30) days written notice to the other party.

To date, FMYSA has complied with the parameters set forth in the current concession contract that was approved by the Town Manager on August 16, 2017. FMYSA is providing quality concessions and excellent customer service to the patrons that frequent the concession stands. Staff feels that a continuation of the concession contract is a direct benefit to the association and helps offset their registration costs, while at the same time providing jobs for area youth.

Fiscal Impact: N/A

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

Attachment:

1. Proposed Concession Contract

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

State of Texas
County of Denton

CONCESSION CONTRACT

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

- I. The duties and responsibilities of CONCESSIONAIRE are as follows:
 - A. The term of this Contract shall be five (5) years beginning on September 1, 2022 and terminating on August 31, 2027 ("Term").
 - B. CONCESSIONAIRE shall provide food and beverage concessions at Bakersfield Park, 1201 Duncan Lane, Gerault Park, 1200 Gerault Road and Jake's Hilltop Park, 4975 Timber Creek Road. Other concession facilities may be added to this Contract upon approval of TOWN.
 - C. CONCESSIONAIRE shall provide TOWN with a yearly financial report pertaining to its operations under this Contract. The report shall include both revenues and expenses. TOWN reserves the right to require that the report be prepared by a certified public accountant at CONCESSIONAIRE's expense.
 - D. TOWN reserves the right to regulate the hours that concessions may be sold at concession buildings. CONCESSIONAIRE shall operate concessions at the Bakersfield Park, Gerault Park and Jake's Hilltop Park for all athletic leagues and tournaments sponsored or co-sponsored by TOWN. Concessions shall remain open until all games are completed or 10:00 p.m., whichever comes first. CONCESSIONAIRE shall coordinate hours of operation with the youth sports associations and TOWN.
 - E. CONCESSIONAIRE understands that representatives of the Parks and Recreation, Facilities Management, and Environmental Health Services Divisions may enter the concession buildings at any time to perform routine maintenance and/or conduct TOWN business.
 - F. No beverages may be sold in glass containers. The sale of any alcoholic beverage, or tobacco products is prohibited.
 - G. Any individual under eighteen (18) years of age working in a concession building must be under direct supervision of an adult. All concession operation employees must conduct themselves at all times in a manner acceptable to TOWN.
 - H. CONCESSIONAIRE shall operate the concession buildings in a clean, orderly, and legitimate manner in accordance with all Federal, State, County, and TOWN regulations governing food establishments. CONCESSIONAIRE shall also

comply with all TOWN ordinances governing the use of park facilities. CONCESSIONAIRE shall be responsible for the sanitary condition of the walls, ceilings, floors, cabinets, doors, etc. on the inside of the concession buildings, and concession buildings shall be cleaned and sanitized after each use.

- I. CONCESSIONAIRE will be required to comply with all provisions, rules, and regulations of the Environmental Health Division to be a permitted retail food establishment. This includes, but is not limited to securing all required yearly health permits, and required food handlers licenses before operations commence.
- J. CONCESSIONAIRE shall be responsible for any damages outside of normal wear and tear to concession buildings caused by the CONCESSIONAIRE, its officers, agents, officials, and employees or other direct contractors. CONCESSIONAIRE will reimburse TOWN for any damages caused by the CONCESSIONAIRE, its officers, agents, officials, and employees or other direct contractors within thirty (30) days of damages being repaired by TOWN or its contractor.
- K. CONCESSIONAIRE shall keep the area in and around the concession facility in a clean and sanitary condition. All trash and litter shall be disposed of in trashcans and dumpsters provided by TOWN. CONCESSIONAIRE shall empty all trashcans in and around the concession facility once full. All bulky trash material must be emptied directly into the dumpster so as to not overfill the trashcans.
- L. CONCESSIONAIRE shall open and close the public restrooms at Bakersfield Park, Gerault Park and Jake's Hilltop Park and ensure that toilet supplies are stocked in the public restrooms in the absence of TOWN staff.
- M. All wastewater or other by-products must be disposed of through the sewer system or in an appropriate, lawful manner. Waste shall not be placed in the sewer system if State and/or TOWN regulations prohibit such material being disposed of through the sewer system. Waste shall not be thrown on park grounds.
- N. Consumption of alcoholic beverages, smoking, and use of any tobacco products is prohibited inside the concession buildings.
- O. CONCESSIONAIRE will be responsible for supplying and maintaining any appliances, ice machines, refrigerators, freezers, or any other special equipment required for concession operations. All appliances must be commercial grade, NSF-approved. The Director of Parks and Recreation or his/her designee must approve all above mentioned equipment prior to use.
- P. CONCESSIONAIRE understands that any physical changes or alterations to any concession building shall be made at the expense of CONCESSIONAIRE. No

changes or alterations (including painting, etc.) shall be done without prior written approval of the Director of Parks and Recreation or his/her designee.

- Q. CONCESSIONAIRE understands that no vehicle may be parked on park property other than in designated parking areas.
- R. CONCESSIONAIRE understands that TOWN may enter into an agreement with a soft drink company for exclusive pouring rights at concession buildings which would obligate CONCESSIONAIRE to purchase, sell, and advertise applicable products from the selected soft drink company in accordance with any agreement.
- S. CONCESSIONAIRE understands and agrees that the Parks and Recreation Division, Parks Board, and/or the Town Council may award concession rights to other parties, at the exclusion of CONCESSIONAIRE, for TOWN-sponsored special events.

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

- A. TOWN, through the Director of Parks and Recreation or his/her designee, shall have the authority to approve all products and fees charged by CONCESSIONAIRE.
- B. TOWN, through the Director of Parks and Recreation or his/her designee, shall have the right to approve the location of all signage.
- C. Concession keys provided to CONCESSIONAIRE shall not be duplicated without the approval of the Director of Parks and Recreation or his/her designee. All keys shall be returned to TOWN following completion of the Contract term.
- D. TOWN shall be responsible for all structural repairs and maintenance when needed.
- E. TOWN shall not be liable for any losses or damages sustained by CONCESSIONAIRE as part or under the rights and privileges granted by this Contract.
- F. TOWN shall provide and maintain all utilities (including electricity, water, telephone, and alarm systems in the permanent concession buildings) for use by CONCESSIONAIRE. Any additional outlets for electricity, water, or any other utilities shall be installed at CONCESSIONAIRE expense and must be approved by the Director of Parks and Recreation or his/her designee. In the case of electrical outage, for whatever reason, TOWN shall not be responsible for any losses sustained by CONCESSIONAIRE.
- G. TOWN shall provide fire protection extinguishers for the permanent concession buildings.

III. Miscellaneous

- A. In performing services under this Contract, the relationship between TOWN and CONCESSIONAIRE is that of an independent contractor. No term or provision of this Contract or act of CONCESSIONAIRE in the performance of this Contract shall be construed as making CONCESSIONAIRE the agent, servant, or employee of TOWN.
- B. Neither party shall assign or delegate the rights or obligations under this Contract without the prior written consent of the other party.
- C. This Contract may be terminated with or without cause by either party by giving thirty (30) days written notice to the other party.
- D. During the length of the Contract, CONCESSIONAIRE shall maintain the appropriate insurance amounts, as contained in the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code. Said insurance policies shall name TOWN as an additional insured and proof of insurance shall be provided to TOWN and maintained by CONCESSIONAIRE throughout the term of this Contract. Said insurance must provide for limits no less than \$500,000 per person in any one claim, and an aggregate limit of \$1,000,000 for any number of persons or claims arising from any one accident with respect to bodily injuries or death resulting therefrom, and \$250,000 for property damage suffered by any person or persons resulting from the operations of CONCESSIONAIRE under the terms of this Contract. CONCESSIONAIRE shall be responsible for any and all worker's compensation coverage of its employees and shall provide proof of such coverage to TOWN upon demand.
- E. **CONCESSIONAIRE assumes all liability and responsibility for and agrees to fully indemnify, hold harmless and defend TOWN, and its officers, agents, servants and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, for injury to or death of a person or damage to property, arising out of or in connection with, directly or indirectly, the performance, attempted performance or nonperformance of the services described hereunder or in any way resulting from or arising out of the management, supervision, and operation of CONCESSIONAIRE. Neither party has waived any defense or immunity by virtue of this Contract. The provisions of this Contract are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.**

ENTERED this _____ day of _____, 2022 by:

TOWN OF FLOWER MOUND:

James Childers, Town Manager

CONCESSIONAIRE:

Jeff Nelson, President
Flower Mound Youth Sports Association



Parks Board AGENDA ITEM NO. 6

DATE: July 7, 2022

FROM: Matt Chutchian, Athletics Supervisor

ITEM: Consider recommending approval for Town Manager consideration a Youth and Adult Soccer Contract with the Greater Lewisville Area Soccer Association from September 1, 2022 through August 31, 2027.

Background Information: Greater Lewisville Area Soccer Association (GLASA) has been serving the soccer community in the Lewisville, Highland Village, and Flower Mound areas for the last 32 years. They are the third largest soccer association in North Texas and provide leagues ranging in age from Tiny Tykes (U4) to Adults. GLASA began playing their league soccer games in Flower Mound in the fall of 1999. Since that time, Youth Sports Facility Agreements have been executed with GLASA.

Participants from Highland Village, Flower Mound, and Lewisville are considered residents since each city provides game soccer fields for use by GLASA. League games are played at Railroad Park and Lake Park in Lewisville; Doubletree Ranch Park in Highland Village; Bakersfield Park and the Chinn Chapel Soccer Complex in Flower Mound. The Under-7 through Under-10 age groups play league games on seven fields at Bakersfield Park. The Under-9 through Adult age groups play league games on the five fields at the Chinn Chapel Soccer Complex.

The proposed agreement with GLASA outlines the use of Town sports facilities from September 1, 2022, through August 31, 2027. The proposed contract language is similar to the current agreement and reflects the findings and recommendations of the Youth Sports Task Force approved by the Town Council on March 1, 2004. To date, GLASA has complied with the parameters set forth in the current agreement that was approved by the Town Manager on August 22, 2017. The agreement can be terminated with or without cause by either party by giving 30 days written notice to the other party.

Fiscal Impact: Approximately \$15,000 to the Town annually in participation fees

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

Attachment:

1. Proposed Soccer Contract
2. Request For Proposal

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

**YOUTH / ADULT SOCCER CONTRACT
WITH
GREATER LEWISVILLE AREA SOCCER ASSOCIATION**

THIS CONTRACT is entered into on this _____ day of _____, 2022, 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 **GREATER LEWISVILLE AREA SOCCER ASSOCIATION**, whose address is 1565 W Main Street Suite 485, Lewisville, Texas 75067 (hereinafter referred to as “GLASA”).

WITNESSETH:

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

WHEREAS, GLASA 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 February – May and September - November (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, GLASA will be allowed to offer camps, leagues, league tournaments, sport specific instructional programs, and clinics (collectively “Events”), so long as the Facility is available. In no event may GLASA subcontract the Services to be performed under this Contract.

**II.
Term**

The term of this Contract shall be for a period of five (5) years beginning on September 1, 2022 and ending on August 31, 2027.

III. **Termination**

Neither the TOWN nor the GLASA 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 GLASA, 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 GLASA.

IV. **Contract Facility**

For purposes of this Contract, GLASA may use Bakersfield Park and Chinn Chapel Soccer Complex for GLASA'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 GLASA.

V. **Condition of Contract Facility**

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

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

VII.
TOWN Fees

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

- A. GLASA accepts the following responsibilities under this Contract:
 - 1. GLASA shall operate as a non-profit 501(c)(3) organization under the laws set forth for incorporation in the State of Texas;

2. GLASA shall act in accordance with its Articles of Incorporation;
3. GLASA shall publish its bylaws, as well as overall governance of the organization/association specific to Services;
4. GLASA 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. GLASA shall encourage staff, coaches, volunteers, and agents to conduct themselves as positive role models exemplifying proper sportsmanship, cooperation, and appropriate behavior;
6. GLASA 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 GLASA having contact with children participating in GLASA'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. GLASA 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. GLASA 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. GLASA 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. GLASA 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. GLASA shall notify all parents, participants, and spectators regarding the Code of Conduct and require all coaches, parents, and participants to sign a copy of GLASA's Code of Conduct;
11. GLASA shall adopt a formal published grievance/dispute resolution/discipline process whereby complaints and concerns can be properly heard and addressed;
12. GLASA shall address and resolve all disciplinary matters concerning players, coaches, spectators, officials, etc., in accordance with GLASA's Code of Conduct and established policies and procedures;

13. GLASA shall address and resolve all grievances, disputes, complaints and concerns in accordance with GLASA's Code of Conduct and established policies and procedures;
14. GLASA shall maintain fiscal responsibility by establishing and operating according to generally accepted accounting principles and practices;
15. GLASA shall utilize all income derived from this Contract and the operation of the soccer programming sought hereunder solely to defray legitimate costs and expenses of such programming;
16. GLASA 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 GLASA's programming including coaches, officials and athletes;
17. GLASA 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. GLASA shall adopt a non-discrimination policy that ensures participation for all youth regardless of race, creed, color, gender, economic status, or athletic ability;
19. GLASA 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. GLASA 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. GLASA shall purchase and provide all equipment necessary to perform the Services;
22. GLASA 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 GLASA's operations. TOWN and GLASA will work cooperatively on mutually acceptable survey language to effectuate this goal. The results of the survey will be shared with GLASA 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, GLASA will provide its

participant data base to a mutually agreed upon Mailing House whereby a survey can be conducted at TOWN's expense;

23. GLASA shall at a minimum, convene two (2) board meetings annually. GLASA shall make a good faith effort to publicly advertise scheduled board meetings on GLASA's web site; and
 24. GLASA shall appear before the Parks Board on an annual basis to give a report on GLASA's operations.
- B. At least thirty (30) days prior to the beginning of any Season, GLASA shall provide to TOWN the following data and information:
1. A list of GLASA'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. GLASA's current bylaws, if any revisions have occurred to the bylaws since previous submission;
 3. Proposed schedule for the proposed upcoming soccer 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 and non-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, GLASA shall meet with TOWN to discuss scheduling, league format, facility needs, maintenance, etc.

IX.

Insurance

GLASA shall purchase, maintain and keep in force during the term of this Contract such insurance as set forth below. GLASA 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 GLASA 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 GLASA'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 GLASA will be the youth soccer provider for the TOWN. During the term of this Contract, GLASA will have the ability to use Facility, as assigned by TOWN, during GLASA'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 GLASA, TOWN may assign the Facility to other parties.
- B. TOWN will work with GLASA to schedule time periods for use of the Facility by GLASA during the Season noted above and any Events that GLASA may desire to sponsor. It will be GLASA'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 GLASA regarding the closure of Facility due to inclement weather or any outside factor that may hinder GLASA from utilizing the specific Facility. Decisions by TOWN are final. TOWN will work with GLASA, at GLASA'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 GLASA'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 GLASA information and refer interested parties to GLASA 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

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

XII.
Indemnity

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

XV.
Conflict of Interest

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

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

- | | | |
|----|-----------------|------------------------------|
| A. | President: | Mark Grommesh |
| | Address: | 1565 W Main Street Suite 485 |
| | | Lewisville, TX 75067 |
| | Telephone: | 214.500.1143 |
| | | |
| B. | Office Manager: | Tiffanie Jackson |
| | Address: | 1565 W Main Street Suite 485 |
| | | Lewisville, TX 75067 |
| | Telephone: | 972.221.4623 |

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 GLASA 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 GLASA 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. GLASA 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 GLASA'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 GLASA) 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 GLASA 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 GLASA.

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: James Childers

Title: Town Manager

CONTRACTOR (GLASA):

GLASA

By:_____

Name: Mark Grommesh

Title: President, GLASA



GREATER LEWISVILLE AREA SOCCER ASSOCIATION

"WHERE WE LEARN TO PLAY THE GAME!"



TOWN OF FLOWER MOUND PARKS AND RECREATION

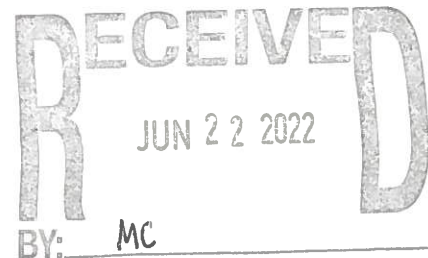
PROPOSAL TO PROVIDE YOUTH AND ADULT SOCCER

PROPOSAL NO: 2022-96-A

Town of Flower Mound
Attn: Matt Chutchian
1200 Gerault Road
Flower Mound, TX 75028

SUBMITTED BY

Greater Lewisville Area Soccer Association (GLASA)
Mark Grommesh - President
1565 W Main Street
Suite 485
Lewisville, TX 75067



Confidential

Copyright @2022, Greater Lewisville Area Soccer Association

OVERVIEW

The Greater Lewisville Area Soccer Association is pleased and thankful for the opportunity to present this proposal to the Town of Flower Mound for the continuation of the privilege to provide soccer programs for the town.

Since 1975 the Greater Lewisville Soccer Area Association (GLASA) has been privileged to work alongside countless volunteers in providing Flower Mound, Lewisville, Highland Village and the surrounding area families with a healthy, fun and safe environment to foster the game of soccer. Soccer promotes many of the necessary attributes to aid in the development of a healthy lifestyle including self-esteem, physical fitness, teamwork, competition, and sportsmanship.

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

GLASA Mission Statement

Foster and advance the sport of soccer for residents in the Greater Lewisville, Flower Mound and Highland Village areas.

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

SECTION 1

This presentation has been generated for the Town of Flower Mound by the following individuals.

Mark Grommesh
President – Greater Lewisville Area Soccer Association
1565 W Main Street
Suite 485
Lewisville, TX 75067
president@glasasoccer.org
214-500-1143 (Mobile)

Dick Metivier
Treasurer – Greater Lewisville Area Soccer Association
1565 W Main Street
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Tiffanie Jackson
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SECTION 2

ORGANIZATIONAL STRUCTURE

GLASA is chartered as a Non-profit 501(C)(3) Youth Sports Organization through North Texas Soccer founded in 1975. We are a volunteer soccer organization drawing from the communities within Flower Mound, Lewisville, Highland Village and other surrounding communities.

GLASA is an affiliate of the North Texas State Soccer Association (NTSSA), US Youth Soccer Federation (USYSA), United States Soccer Federation (USSF). GLASA is the third largest recreational association member of North Texas State Soccer Association (NTSSA), ninth largest in the United States.

GLASA Organizational Structure and Leadership consists of a Board of Directors (BOD) and an Executive Committee (EC). The BOD meets on the first Sunday of each month and consists of Age Group Commissioners focused on the specific concerns, communication and play of their age groups. The EC meets as needed to discuss and vote of issues dealing with finances and overall business direction.

GLASA registers and manages 6,400+ Players, 620+ Coaches and Volunteers, 350+ Referees and schedules over 5,000 games annually

The current leadership group is as follows:

Executive Committee

Position	Name	Email Address
President	Mark Grommesh	president@glasasoccer.org
Vice President	Jasmin Bardwell	vice.president@glasasoccer.org
General Manager	Joe Nauenburg	general.manager@glasasoccer.org
Treasurer	Dick Metivier	treasurer@glasasoccer.org
Secretary	Obie Esquivel	secretary@glasasoccer.org
Director of Referees	Daniel Nunez	referee.director@glasasoccer.org

Board of Directors

Position	Name	Email Address
U4-U6 Boys	JP Gonzalez	U6b.commissioner@glasasoccer.org
U4-U6 Girls	Chris Mundt	U6g.commissioner@glasasoccer.org
U7-U8 Boys	Robert Paige	U8b.commissioner@glasasoccer.org
U7-U8 Girls	Laura Minter	U8g.commissioner@glasasoccer.org
U9-U10 Boys	Christine Tidwell	U10b.commissioner@glasasoccer.org
U9-U10 Girls	Bruce Molitor	U10g.commissioner@glasasoccer.org
U11-U12 Boys & Girls	Nahun Tovar	U12b.commissioner@glasasoccer.org
U13-U14 Boys & Girls	Jay Bischoff	U14b.commissioner@glasasoccer.org
U15-U19 Boys & Girls	Ertan Zanagar	U19b.commissioner@glasasoccer.org
Boys & Girls League Director	Kim Nauenburg	boys.league.director@glasasoccer.org

LEAGUE STRUCTURE AND OVERVIEW

GLASA currently operates two seasons each year, Spring starts on the last Saturday of February and runs through early May and Fall begins the last Saturday of August and runs through the beginning of November. Each season is based on scheduling 10 games per team but guaranteeing eight games based on weather or other unforeseen issues.

Registration begins at the conclusion of the previous season and closes six weeks prior to the beginning of the new season however GLASA does accept late registrations based on available roster spots and keeps a waitlist for any additional people who would like to play. It is always our intention to find a team for any person who would like to play regardless of their age and when they register.

All registration is performed on-line but GLASA does provide an office location to allow individuals with questions or without internet access to register in person. GLASA also provides over 300 discounted registrations each season for any child who is a part of the LISD free or discounted school lunch program. It is our intention to NEVER turn a child away for their ability to afford our fees. All registration and league information is available at our website www.glasasoccer.org.

As a part of the Registration Process, all registrants and their parents must read and accept our Zero Tolerance and Code of Conduct policies.

Team formation is primarily age based on the school attended by the players to ease in travel and allow people to play with their classmates. Exceptions are allowed for players who want to play with their siblings or friends provided roster spots are available on the requested teams. Practice schedules and locations are determined by the coach with input from the players to allow the best participation possible.

Bracketing and Scheduling is based on a team's past performance whenever possible with the additional input from the Coaches and Commissioners. GLASA also partners with associations from Carrollton, Coppell, Lake Cities, Denton, Little Elm and The Colony to assist in more competitive bracketing and helping cities with smaller team numbers have the opportunity to play when they would not be able to facilitate an age group internally.

Any grievances regarding registration or team formation can be escalated for review by the Executive Committee.

In addition to the regular season games GLASA also operates a minimum of three annual tournaments, the Bob Wiseman, Carey Invitational and Fall Premier Cup. We strive to create more opportunities for players to advance their skills by offering and promoting additional weekly and annual skills camps by Challenger and GLASA's Elite FC.

STAFFING AND DISCIPLINE

In addition to the BOD and EC, GLASA also employs an Office Manager, Registrars Referee Assignors and Schedulers for administrative functions. For game days, GLASA has a League Official at each complex to assist with any game or referee related issues that may arise. GLASA also employs Referee Mentors at three locations to work with and train our young Referees. All A & D (Appeals and Disciplinary) issues are forwarded and handled by our A&D Chair with the assistance of a random panel which hears any cases that require additional action. A & D cases can be requested based on Coaches reports, Referee game reports, written Parent complaints or roster and player anomalies noted by office staff.

COACHES

GLASA recruits and trains coaches and referees through NTSSA and US Soccer. All GLASA coaches are required to pass a criminal background check administered by NTSSA at backgroundchecks.com as well as complete the "Safe Sport" certification program in accordance with the ***"Protecting Young Victims from Sexual Abuse and Safe Sport Authorization Act of 2017"*** prior to being placed on a roster or being allowed to contact players. GLASA requests all coaches to participate in the age specific certifications created and executed by the US Soccer Learning Center which are a combination of online and on the field training sessions. All fees associated with coaching education are reimbursed by GLASA. GLASA also runs our own Coaches Training Sessions prior to each season tailored for different age groups to cover soccer skills as well as "Spirit of the Game" instruction so everyone understands why specific rules and policies are in place for the good of the player development.

BYLAWS AND PLAYING RULES

All GLASA bylaws and playing rules are available on our website at www.glasasoccer.org/rules which also include deeper links to age specific rule modifications notated under the "Basic Playing Rules" section. The "Rules" area of the website also contains the Sportsmanship Rules, Zero Tolerance Policy, Code of Conduct, Water Break and Lightning policies. A copy of the association bylaws are attached to this proposal,

SECTION 3

PROGRAM FEES AND FINANCES

GLASA strives to provide the best possible experience to our players at the lowest possible price. As a non-profit association GLASA consistently contributes back to the communities we work with in the form of equipment, scholarships, discounts and other programs. GLASA fees remain among the lowest in North Texas as follows for Flower Mound residents:

- \$75 for U4 to U8 (\$25 uniform fee if necessary)
- \$90 for U9 to U12
- \$105 for U13 to U19

GLASA will provide to Flower Mound a demographic breakdown of all players and coaches as backup materials for the fee schedules of \$2 per player for Flower Mound Residents and \$14 per player for non-Flower Mound residents per Ordinance No 54-02.

GLASA does not operate any competitive soccer leagues but we have partnered with The Pit in Plano to schedule Academy games (U7-U10) at Lake Park in Lewisville and Bakersfield in Flower Mound as a service to the many Academy players that reside in the area.

GLASA registers approximately 2,200+ recreational players each season and historically 57% of those players are Flower Mound residents. In addition to Recreational players, GLASA also registers Competitive and Academy players for teams based locally and throughout the DFW area regardless of which league they play. We offer this registration as a service as most of those players do not participate in leagues utilizing GLASA area complexes

GLASA continues to work with the town of Flower Mound to increase revenues and field utilization through the coordination with outside interests like the Girls Classic League, The Pit Academy League, Challenger skills camps and other independent tournaments. Not only do these relationships provide direct revenue for the town but offer increased foot traffic for the surrounding shops and restaurants.

SECTION 4

OPERATIONAL HISTORY

GLASA's 32 year history has been fortunate to produce 63 uninterrupted seasons of soccer. Looking into the future, the changing landscape of youth sports has not left soccer untouched. Working closely with U.S. Youth Soccer and the North Texas Soccer Association we are currently planning for the next generation of soccer programs within our service area to maintain and expand the development of our participants and enhance the level of play.

In addition to operating the third largest recreational soccer league in North Texas, GLASA also operates an adult soccer league playing on Friday nights. Our adult program currently offers 11v11 Co-ed play as well as a 7v7 Men's league; these games currently play at the Chinn Chapel complex.

INSURANCE REQUIREMENTS

GLASA maintains insurance coverage equal to or in excess of the levels requested by the town of Flower Mound and will willingly add the town as an additional insured on all policies and provide COI's annually or on demand as necessary.

CONTRACT TERM

GLASA would accept an initial 1 year contract with five additional automatically renewing one year terms, however with the six month seasonal nature of the soccer year we request the cancellation clause should include no less than 90 days notice or 60 days prior to the beginning of the following season to allow for continuity of our overall programs. GLASA also requests that any termination for cause would include a 30 day make good option to cure any cause for cancellation.

ADDITIONAL NOTES

As a service to the players, families, and possible medical needs, GLASA currently operates the Concession Stand at the Chinn Chapel soccer complex during game days. If approved for this proposal, if possible, we would like to align the Concession Stand Operations contract terms with the contract terms for this soccer provider contract so that the contracts run concurrently.



Parks Board AGENDA ITEM NO. 7

DATE: July 7, 2022

FROM: Matt Chutchian, Athletics Supervisor

ITEM: **Consider approval for Town Manager consideration a Concession Contract with the Greater Lewisville Area Soccer Association to provide the services of Concessionaire at the Chinn Chapel Soccer Complex permanent concession buildings from September 1, 2022 through August 31, 2027.**

Background Information: The Concession Contract will allow the Greater Lewisville Area Soccer Association (GLASA) to continue to manage and operate the Town-owned permanent concession buildings at the Chinn Chapel Soccer Complex during each season. The term of the contract will be from September 1, 2022 through August 31, 2027. The contract may be terminated with or without cause by either party by giving thirty (30) days written notice to the other party.

To date, GLASA has complied with the parameters set forth in the current concession contract that was approved by the Town Manager on August 22, 2012. GLASA is providing quality concessions and excellent customer service to the patrons that frequent the concession stands at Chinn Chapel. Staff feels that a continuation of the concession contract is a direct benefit to the association and will help offset their registration costs, while at the same time providing jobs for area youth.

Fiscal Impact: N/A

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

Attachment:

1. Proposed Concession Contract

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

State of Texas
County of Denton

CONCESSION CONTRACT

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

- I. The duties and responsibilities of CONCESSIONAIRE are as follows:
 - A. The term of this Contract shall be five (5) years beginning on September 1, 2022 and terminating on August 31, 2027 ("Term").
 - B. CONCESSIONAIRE shall provide food and beverage concessions at Chinn Chapel Soccer Complex, 100 Chinn Chapel Road. Other concession facilities may be added to this Contract upon approval of TOWN.
 - C. CONCESSIONAIRE shall provide TOWN with a yearly financial report pertaining to its operations under this Contract. The report shall include both revenues and expenses. TOWN reserves the right to require that the report be prepared by a certified public accountant at CONCESSIONAIRE's expense.
 - D. TOWN reserves the right to regulate the hours that concessions may be sold at concession buildings. CONCESSIONAIRE shall operate concessions at the Chinn Chapel Soccer Complex for all athletic leagues and tournaments sponsored or co-sponsored by TOWN. Concessions shall remain open until all games are completed or 10:00 p.m., whichever comes first. CONCESSIONAIRE shall coordinate hours of operation with the youth sports associations and TOWN.
 - E. CONCESSIONAIRE understands that representatives of the Parks and Recreation, Facilities Management, and Environmental Health Services Divisions may enter the concession buildings at any time to perform routine maintenance and/or conduct TOWN business.
 - F. No beverages may be sold in glass containers. The sale of any alcoholic beverage, or tobacco products is prohibited.
 - G. Any individual under eighteen (18) years of age working in a concession building must be under direct supervision of an adult. All concession operation employees must conduct themselves at all times in a manner acceptable to TOWN.
 - H. CONCESSIONAIRE shall operate the concession buildings in a clean, orderly, and legitimate manner in accordance with all Federal, State, County, and TOWN regulations governing food establishments. CONCESSIONAIRE shall also comply with all TOWN ordinances governing the use of park facilities. CONCESSIONAIRE shall be responsible for the sanitary condition of the walls,

ceilings, floors, cabinets, doors, etc. on the inside of the concession buildings, and concession buildings shall be cleaned and sanitized after each use.

- I. CONCESSIONAIRE will be required to comply with all provisions, rules, and regulations of the Environmental Health Division to be a permitted retail food establishment. This includes, but is not limited to securing all required yearly health permits, and required food handlers licenses before operations commence.
- J. CONCESSIONAIRE shall be responsible for any damages outside of normal wear and tear to concession buildings caused by the CONCESSIONAIRE, its officers, agents, officials, and employees or other direct contractors. CONCESSIONAIRE will reimburse TOWN for any damages caused by the CONCESSIONAIRE, its officers, agents, officials, and employees or other direct contractors within thirty (30) days of damages being repaired by TOWN or its contractor.
- K. CONCESSIONAIRE shall keep the area in and around the concession facility in a clean and sanitary condition. All trash and litter shall be disposed of in trashcans and dumpsters provided by TOWN. CONCESSIONAIRE shall empty all trashcans in and around the concession facility once full. All bulky trash material must be emptied directly into the dumpster so as to not overfill the trashcans.
- L. CONCESSIONAIRE shall open and close the public restrooms at Chinn Chapel Soccer Complex and ensure that toilet supplies are stocked in the public restrooms in the absence of TOWN staff.
- M. All wastewater or other by-products must be disposed of through the sewer system or in an appropriate, lawful manner. Waste shall not be placed in the sewer system if State and/or TOWN regulations prohibit such material being disposed of through the sewer system. Waste shall not be thrown on park grounds.
- N. Consumption of alcoholic beverages, smoking, and use of any tobacco products is prohibited inside the concession buildings.
- O. CONCESSIONAIRE will be responsible for supplying and maintaining any appliances, ice machines, refrigerators, freezers, or any other special equipment required for concession operations. All appliances must be commercial grade, NSF-approved. The Director of Parks and Recreation or his/her designee must approve all above mentioned equipment prior to use.
- P. CONCESSIONAIRE understands that any physical changes or alterations to any concession building shall be made at the expense of CONCESSIONAIRE. No changes or alterations (including painting, etc.) shall be done without prior written approval of the Director of Parks and Recreation or his/her designee.

- Q. CONCESSIONAIRE understands that no vehicle may be parked on park property other than in designated parking areas.
- R. CONCESSIONAIRE understands that TOWN may enter into an agreement with a soft drink company for exclusive pouring rights at concession buildings which would obligate CONCESSIONAIRE to purchase, sell, and advertise applicable products from the selected soft drink company in accordance with any agreement.
- S. CONCESSIONAIRE understands and agrees that the Parks and Recreation Division, Parks Board, and/or the Town Council may award concession rights to other parties, at the exclusion of CONCESSIONAIRE, for TOWN-sponsored special events.

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

- A. TOWN, through the Director of Parks and Recreation or his/her designee, shall have the authority to approve all products and fees charged by CONCESSIONAIRE.
- B. TOWN, through the Director of Parks and Recreation or his/her designee, shall have the right to approve the location of all signage.
- C. Concession keys provided to CONCESSIONAIRE shall not be duplicated without the approval of the Director of Parks and Recreation or his/her designee. All keys shall be returned to TOWN following completion of the Contract term.
- D. TOWN shall be responsible for all structural repairs and maintenance when needed.
- E. TOWN shall not be liable for any losses or damages sustained by CONCESSIONAIRE as part or under the rights and privileges granted by this Contract.
- F. TOWN shall provide and maintain all utilities (including electricity, water, telephone, and alarm systems in the permanent concession buildings) for use by CONCESSIONAIRE. Any additional outlets for electricity, water, or any other utilities shall be installed at CONCESSIONAIRE expense and must be approved by the Director of Parks and Recreation or his/her designee. In the case of electrical outage, for whatever reason, TOWN shall not be responsible for any losses sustained by CONCESSIONAIRE.
- G. TOWN shall provide fire protection extinguishers for the permanent concession buildings.

III. Miscellaneous

- A. In performing services under this Contract, the relationship between TOWN and CONCESSIONAIRE is that of an independent contractor. No term or provision of this Contract or act of CONCESSIONAIRE in the performance of this Contract shall be construed as making CONCESSIONAIRE the agent, servant, or employee of TOWN.
- B. Neither party shall assign or delegate the rights or obligations under this Contract without the prior written consent of the other party.
- C. This Contract may be terminated with or without cause by either party by giving thirty (30) days written notice to the other party.
- D. During the length of the Contract, CONCESSIONAIRE shall maintain the appropriate insurance amounts, as contained in the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code. Said insurance policies shall name TOWN as an additional insured and proof of insurance shall be provided to TOWN and maintained by CONCESSIONAIRE throughout the term of this Contract. Said insurance must provide for limits no less than \$500,000 per person in any one claim, and an aggregate limit of \$1,000,000 for any number of persons or claims arising from any one accident with respect to bodily injuries or death resulting therefrom, and \$250,000 for property damage suffered by any person or persons resulting from the operations of CONCESSIONAIRE under the terms of this Contract. CONCESSIONAIRE shall be responsible for any and all worker's compensation coverage of its employees and shall provide proof of such coverage to TOWN upon demand.
- E. **CONCESSIONAIRE assumes all liability and responsibility for and agrees to fully indemnify, hold harmless and defend TOWN, and its officers, agents, servants and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, for injury to or death of a person or damage to property, arising out of or in connection with, directly or indirectly, the performance, attempted performance or nonperformance of the services described hereunder or in any way resulting from or arising out of the management, supervision, and operation of CONCESSIONAIRE. Neither party has waived any defense or immunity by virtue of this Contract. The provisions of this Contract are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.**

ENTERED this _____ day of _____, 2022 by:

TOWN OF FLOWER MOUND:

James Childers, Town Manager

CONCESSIONAIRE:

Mark Grommesh, President
Greater Lewisville Area Soccer Association