

Historical Commission



March 14, 2024
Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

6:30 p.m.

AGENDA

A. CALL TO ORDER

B. ELECTION OF OFFICERS

1. Chair
2. Vice Chair

C. STAFF/DIRECTOR REPORT

1. Update on Commission Members
2. Robert's Rules of Order Reminder
3. Council Work Session - May 16

D. PUBLIC COMMENT

The purpose of this item is to allow the public an opportunity to address the Board/Commission regarding any item on this agenda that is not a "Public Hearing." Issues regarding daily operational or administrative matters should first be dealt with by calling Town Hall at 972- 874-6000 during business hours. To speak to the Board/Commission during public comment, please fill out a comment form, which is located in the lobby of Town Hall.

In accordance with the Texas Open Meetings Act, the Board/Commission is restricted from discussing or acting on items not listed on the agenda.

- Speakers are limited to 3 minutes; a tone will sound at 30 seconds left and when time has expired, and times may be adjusted by the Chair depending on the number of speakers.
- Speakers must address their comments to the Board/Commission.
- Please state your name and address when speaking.

E. ANNOUNCEMENTS

1. Announcements from the members

F. REGULAR ITEM(S)

1. Subcommittees - Discuss and consider various subcommittees.

2. MOU and Resolution - Discuss Memorandum of Understanding and Resolution 02-24 creating the Historical Commission.

G. FUTURE AGENDA ITEM(S)

The purpose of this item is to allow the members an opportunity to bring forward items they wish to discuss at a future meeting.

H. COORDINATION OF CALENDARS

1. April 11 - Regular Meeting

I. ADJOURN

I do hereby certify that the Notice of Meeting was posted on the bulletin board at the Town Hall for the Town of Flower Mound, Texas, in a place convenient and readily accessible to the general public at all times and said Notice was also posted on the Town's website in accordance with GC Section 551.056 on the following date and time: March 11, 2024, at 11:00 p.m., at least 72 hours prior to the scheduled time of said meeting.

Sarah Luxton, Staff Liaison

The Flower Mound Town Hall and Jody Smith Hall are wheelchair accessible. Requests for accommodation or interpretive services must be made 48 hours prior to this meeting by contacting Town Hall at 972.874.6000. Additional time limits will be provided for members of the public that need to address the Town Council through a translator.



HISTORICAL COMMISSION AGENDA F.2. REGULAR ITEM(S)

DATE: March 14, 2024
FROM: Sarah Luxton, Senior Management Analyst
ITEM: **Discuss Memorandum of Understanding and Resolution 02-24 creating the Historical Commission.**

BACKGROUND: On February 5, 2024, the Town Council for the Town of Flower Mound passed Resolution 02-24 which establishes the Town of Flower Mound's Historical Commission. At that time, the Town Council also approved a Memorandum of Understanding between the Town of Flower Mound and Denton County. The Memorandum of Understanding between Denton County and the Town of Flower Mound was later approved by the Denton County Commissioner's Court at their meeting on February 27, 2024.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: Byrn Meredith, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., reviewed these documents for the Town Council meeting held on February 4, 2024.

ATTACHMENTS:

1. Memorandum of Understanding
2. Resolution 02-24

DRAFT MOTION: No action required for discussion only.

THE STATE OF TEXAS

COUNTY OF DENTON

**MEMORANDUM OF UNDERSTANDING
BETWEEN DENTON COUNTY, TEXAS,
AND
THE TOWN OF FLOWER MOUND, TEXAS,
FOR FLOWER MOUND HISTORICAL ITEMS AND OTHER SERVICES.**

This Memorandum of Understanding ("MOU") is made and entered into as of February 27, 2024 (the "Effective Date") by and between Denton County, Texas, a duly organized political subdivision of the State of Texas, hereinafter the "County", and the Town of Flower Mound, Texas, a home rule municipality acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code, hereinafter the "Town". The County and the Town are collectively referred to herein as "the Parties." The purpose of the MOU is to set forth the terms and understanding between the County and the Town regarding handling historical artifacts in the Town of Flower Mound, and other services.

WHEREAS, the purpose of the Denton County Office of History and Culture is to preserve, protect, and promote the history of the County, hereinafter "OHC;" and,

WHEREAS, the Town desires to transfer some historical documents and artifacts to the County, which will be held in trust by the County, and contingent on the terms of this MOU; and,

WHEREAS, the OHC is a division of Denton County; and,

WHEREAS, under Section 318.009 of the Texas Local Government Code, the Commissioners Court has statutory authority to make agreements with governmental agencies or private organizations and appropriate funds from the general fund of the County for the purpose of:

- (1) Erecting historical markers and monuments;
- (2) Purchasing objects and collections of objects that are historically significant to Denton County;
- (3) Preparing, publishing, and disseminating, by sale or otherwise, a history of the County;
- (4) Hiring professional staff and consultants;
- (5) Providing matching funds for grants;

(6) Funding other programs or activities as suggested by the Texas Historical Commission and the Commissioners Court; and,

WHEREAS, the County and Town are authorized to enter into this MOU by their respective governing bodies; and,

WHEREAS, the County and Town wish to preserve and make available for public viewing certain documents and artifacts, which provide insight into the Town's history; and,

WHEREAS, the County and Town have agreed to collaborate on storing items associated with the Town's history; and,

WHEREAS, the County and Town wish to collaborate on educational opportunities and resources that can be utilized by the Town's Historical Commission; and,

WHEREAS, all expenditures related to the storage of historical items or other services to be made hereunder shall be jointly agreed upon in advance by both Parties; and,

NOW, THEREFORE, in consideration of the following promises, covenants, conditions, and the mutual benefits to accrue to the Parties to this MOU, the Parties, desiring to cooperate in function agree as follows:

I.

Recitals Incorporated

All matters stated hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety at this point. The Parties agree that each shall act in good faith to effectuate the terms of this MOU.

II.

County's Responsibilities

The County agrees, through the OHC, to:

- (1) Provide space, as available, for the items at a location that meets the requirements described in the OHC Collections Management Policy, Section VIII (A. Storage); and,
- (2) Catalog, preserve, maintain, and properly store Flower Mound items as described in the Denton County OHC Collections Management Policy; and,
- (3) Retain all artifacts from the Town not being used at the County's facilities and under the County's care; and,

- (4) Aid in the research, writing, and production of text and graphics for the items; and,
- (5) Recommend props, fixtures, and furniture for the items; and,
- (6) Transport artifacts between the Town and County facilities as needed; and,
- (7) Make items available to the public in accordance with OHC rules and regulations; and,
- (8) Collaborate with the Town to provide educational outreach opportunities for Town staff or Historical Commission members.

III.

Town's Responsibilities

The Town agrees to:

- (1) Provide space for an exhibit at a location selected by the Town should traveling museum services be used; and,
- (2) Maintain ownership of Flower Mound documents and artifacts and transfer those same items to the County, in trust, for care and maintenance; and,
- (3) Be responsible for expenses for the items, including, but not limited to: proper lighting, security, fixtures and furniture, and exhibit and preservation supplies; and,
- (4) Report to the OHC if any damage has occurred to items or if the artifacts need attention; and,
- (5) Neither add to nor take anything from storage without first consulting the OHC.

IV.

General Conditions

- (1) Term. The MOU will remain in force until terminated.
- (2) Termination. Either party may terminate this MOU for any reason upon providing 30 days written notice to the other party. This MOU shall automatically terminate in the event of the dissolution of the Denton County Office of History and Culture. Upon termination or expiration of this MOU, ownership of Flower Mound items shall immediately revert to the Town.
- (3) Amendment. Only upon written concurrence of both Parties can this MOU be amended.

- (4) Cooperation of Parties. It is the intention of the Parties that any details of providing services anticipated by this MOU that are not addressed by the terms of this MOU shall be worked out in good faith by both Parties when possible and added as amendments to this MOU, as needed.
- (5) Hold Harmless. Each Party hereby holds the other Party to this MOU harmless from and against any and all claims and for all liability arising out of, resulting from, or occurring in the performance of this MOU by its agents or employees.
- (6) Scope of Items. The County reserves the right to refuse storage of items based on size and storage limitations.
- (7) Effective Date. This MOU is effective upon execution by both Parties. By signing this MOU, the signatories acknowledge that they are acting under proper authority from their governing bodies.
- (8) Notices. Any notices required by this MOU to be in writing shall be addressed to the respective Parties as follows, as detailed in the signature blocks to this MOU, below.
- (9) Expenses. The Parties shall be responsible for their respective expenses associated with carrying out the provisions of this MOU. Each party paying for the performance of governmental functions or services detailed in this MOU shall make those payments from current revenues available to the paying party.

- - - SIGNATURES ON NEXT PAGE - - -

Town of Flower Mound, Texas

Acting by and on behalf of the authority of the Flower Mound Town Council:

D. France
Derek France, Mayor
2121 Cross Timbers Rd
Flower Mound, Texas 75028
mayor@flower-mound.com

Theresa Scott
Theresa Scott, Town Secretary
2121 Cross Timbers Rd
Flower Mound, Texas 75028
townsecretary@flower-mound.com

Denton County

Acting by and on behalf of the authority of the Denton County Commissioners Court:

Andy Eads
Andy Eads, Denton County Judge
110 West Hickory, 2nd Floor
Denton, Texas 76201
Andy.Eads@dentoncounty.com

Juli Luke
Juli Luke, Denton County Clerk
1450 East McKinney St
Denton, Texas 76209
Juli.Luke@dentoncounty.com



Copy To:

Peggy Riddle, Director
Denton County Office of History and Culture
110 West Hickory, 1st Floor
Denton, Texas 76201
Peggy.Riddle@dentoncounty.com

Executed in triplicate originals this 27th day of February, 2024.

TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO. 02-24

A RESOLUTION ESTABLISHING THE HISTORICAL COMMISSION OF THE TOWN OF FLOWER MOUND; DEFINING THE DUTIES AND RESPONSIBILITIES OF THE COMMISSION; PROVIDING FOR THE APPOINTMENT OF MEMBERS OF THE COMMISSION; ESTABLISHING THE TERM OF OFFICE FOR EACH COMMISSION MEMBER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound, Texas (the "Town"), is a home rule municipality acting under its charter adopted by the electorate pursuant to Article XI, Section 5, of the Texas Constitution and Chapter 9 of the Local Government Code; and,

WHEREAS, the Town Council wishes to create a Historical Commission ("Commission") to preserve the Town's history; and,

WHEREAS, the purpose of this Commission is to identify, collect, and preserve information and artifacts relevant to the Town's history with emphasis on the authenticity of all historical information and items received; and,

WHEREAS, each Commission member will be appointed by the majority vote of Town Council of Flower Mound (the "Town Council").

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, THAT:

SECTION 1 MEMBERS, TERM, AND RESIDENCY REQUIREMENTS

- (1) Commission members shall serve in an advisory and participative role on matters involving the Town's history, and as outlined in the duties and responsibilities of this document.
- (2) The Commission shall consist of ten (10) members:
 - (A) Seven (7) regular members must be Flower Mound residents for at least five (5) years and be a qualified voter of the Town at the time of their appointment; and,
 - (B) The Town Council may waive the residency requirement for up to two (2) regular members if the perspective member(s) have an extensive background and knowledge of the Town or its historic heritage; however, they must reside in Denton or Tarrant County; and,
 - (C) One (1) representative from the Denton County Office of History and Culture ("OHC") shall serve as an ex official non-voting member of the Commission.

- (3) The term of office for each Commission member shall be two (2) years and members shall be designated as places one (1) through ten (10). Places one (1), three (3), five (5), seven (7), and nine (9) shall be appointed to two-year terms ending on September 30 in odd numbered years. Places two (2), four (4), six (6), eight (8), and ten (10) shall be appointed to a two-year term ending on September 30 in even numbered years.
- (4) Members who cease to reside in the Town, or County, as applicable, during their term of office shall immediately forfeit their office.
- (5) Other qualifications for membership include a sincere interest in history, general knowledge of the Town and its history, the ability to work with the public, Town staff, Town boards, and have the time to devote to this service, including active involvement in projects or sub-committees.
- (6) Commission members serve at the will and pleasure of the Town Council and may be removed at any time prior to the end of their term.
- (7) Commission members shall serve without compensation.
- (8) The initial Commission members are as follows, effective 30 days after the passage of this resolution, and with a term expiration date as indicated below:

Name	Place #	Term Expiration Date
Jacquelyn Narrell	1	09/30/2025
Mark Glover	2	09/30/2024
Adam Shear	3	09/30/2025
Marsha Gavitt	4	09/30/2024
Cynthia Clark	5	09/30/2025
Rita Balir	6	09/30/2024
Terra Klarich	7	09/30/2025
Cecilia Hood	8	09/30/2024
<i>Vacant</i>	9	09/30/2025
Ex-Officio Representative from Denton County Office of History and Culture. Peggy Riddle	10	09/30/2024

SECTION 2 MEETINGS, QUORUM

- (1) The Commission shall meet on the second Thursday of each month at 6:30 p.m. at Town Hall, Jody Smith Hall, 2121 Cross Timbers Rd, Flower Mound, Texas, unless there is no Commission business at hand.
- (2) All meetings shall be held in conformance with the Texas Open Meetings Act (Government Code Ch. 551).
- (3) A majority, five (5) voting members, shall constitute a quorum to do business, and the affirmative vote of the majority of those present and voting shall be necessary to pass any motion or recommendation. The ex-officio member shall not count towards a quorum of the Commission.
- (4) All voting shall be by roll call.
- (5) All meetings of the Commission shall be open to the public and posted in accordance with state law.
- (6) The Commission may form subcommittees from its membership and delegate to these committees responsibilities specific to carrying out the purposes of the Commission, and as outlined in their duties and responsibilities.
- (7) At the first scheduled meetings in October of each year, or as soon thereafter as practicable, the first item of business shall be the selection of the Commission's chairperson and vice-chairperson from among the membership.
- (8) The chairperson shall be a voting member and preside over meetings.
- (9) The vice-chairperson shall assist the chairperson in directing the affairs of the Commission.
- (10) In the absence of both the chairperson and vice-chairperson, any voting member of the Commission may be selected as acting chairperson for that particular meeting by a majority vote of the members present.

SECTION 3 DUTIES AND RESPONSIBILITIES

- (1) **Collection of historical items and information.**
 - (A) The Commission shall act as a clearinghouse for items and information of important historical significance to the Town.

- (B) The Commission shall develop a policy for the acceptance, deaccession, loan, and maintenance of items and information of historical significance, including criteria and procedures, as adopted by Town Council.
- (C) The Commission shall acquire items and information that have a historical significance to the Town using established acceptance criteria and predetermined procedures as outlined in the policy document. Once accepted, these same items would be considered Town property.
- (D) Written property owner consent is required to enter private property for the purpose of reviewing or securing items of historical significance.

(2) **Historical projects.**

- (A) Develop procedures and guidelines for conducting oral history interviews, including coordination with staff.
- (B) Coordinate with staff to create a web presence for significant historical locations in Flower Mound.
- (C) Advise staff regarding any issues or updates to the recorded history of Flower Mound in the book *Sweet Flower Mound Land*.
- (D) Submit articles of historical significance to staff for possible use in various Town publications.
- (E) Identify historical landmarks located in Flower Mound and provide recommendations for their care and maintenance to the proper authority.

(3) **Special matters.**

- (A) Coordinate with Town departments for various special projects that aligns with the Commission's purpose.
- (B) Suggest sources of funds for preservation initiatives, including but not limited to state and federal grant opportunities.

(4) **Public engagement.**

- (A) Increase public awareness on the importance of preserving the Town's history by developing and participating in public education programs.
- (B) Serve as a resource for the Gibson Grant Log House by assisting in programs, tours, exhibits, or events, and train or serve as docents.
- (C) Coordinate with Town departments for opportunities to showcase the Town's history at current or future events.

- (D) Listen to citizen input relative to preserving the Town's history.

(5) **Advisory resources.**

- (A) Make recommendations to Town Council, the Cultural Arts Commission, and Town staff on the use of historic icons throughout the community.
- (B) Establish working relationships with individuals or organizations interested in preserving the Town's history, including but not limited to The Flower Mound Foundation.
- (C) The Commission may use the services of volunteers through the Town's volunteer application process to help carry out the duties and responsibilities of the Commission.
- (D) Collaborate with the Parks Board for the naming and renaming of parks, trails, greenbelts, and facilities specific to historical figures.
- (E) Utilize the OHC as a resource and as outlined in the Memorandum of Understanding between the Town and Denton County.

(6) **Reporting.**

- (A) Staff liaisons will seek input from the Commission for work topics and priorities for council discussion and consideration during their annual strategic planning session.
- (B) The Commission will provide a report to Town Council on current or future projects during the annual board and commission reporting process.

(7) **Other.**

- (A) The Commission may perform such other duties as prescribed by the Town Council by ordinance or resolution.
- (B) As the Commission serves in an advisory capacity only, the Commission and its individual members may not legally or financially bind the Town in any respect.

SECTION 4 TOWN STAFF RESPONSIBILITIES

(1) **Meetings.**

- (A) Schedule and post meeting agendas in coordination with the chair and the Open Meetings Act.

(B) Record and maintain minutes of all Commission meetings.

(2) **Communication.**

(A) Manage correspondence addressed to the Commission via email or other methods and apprise the Commission, as warranted.

(B) Coordinate with the OHC and other resources to provide no cost training opportunities for Commission members.

(C) Serve as liaison between the Commission, Town staff, Town boards, and community organizations for education and collaboration opportunities.

(D) Create, update, or maintain content on the Town's website regarding important historical information.

(3) **Administrative.**

(A) Assist with meeting room reservations and set up at Town facilities for regular and sub-committee meetings.

(4) **Events.**

(A) Seek and present community engagement opportunities for Commission members to participate in that are aligned with the Commission's purpose.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF 5 TO 0 ON THIS THE 5TH DAY OF FEBRUARY, 2024.

APPROVED:



Derek France, MAYOR

ATTEST:



Theresa Scott, TOWN SECRETARY