

Town Council Regular Meeting

December 2, 2024

Town Hall

2121 Cross Timbers Road

Flower Mound, TX 75028

6:00 p.m.

Comments regarding any agenda item can be sent to the Town Council by emailing towncouncil@flowermound.gov or by calling 972.874.6005 and leaving a message.

AGENDA

A. CALL 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. PRESENTATION(S)

1. Announcement and recognition of 2024 Outstanding Citizen Award winners.

E. PUBLIC COMMENT

The purpose of this item is to allow the public an opportunity to address the Town Council 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.

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

To speak to Council during public comment, please fill out a [comment form \(PDF\)](#).

- 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 mayor
- Speakers must address their comments to the Town Council
- Please state your name and address when speaking

F. ANNOUNCEMENTS

1. Announcements from the mayor and council members

G. TOWN MANAGER'S REPORT

1. Capital Improvement Projects
2. Economic Development Projects

3. Organizational Updates
 - a. Employee Survey Results

H. FUTURE AGENDA ITEM(S)

The purpose of this item is to allow the Mayor and members of Council an opportunity to bring forward items they wish to discuss at a future meeting, with the understanding that a consensus of Council is needed in order for that item to be placed on a future agenda and in accordance with the Town Council Agenda Setting Policy (Ord. 65-15).

I. COORDINATION OF CALENDARS

1. December 16 - Regular Meeting
2. December 19 - Work Session (Canceled)
3. January 6 - Regular Meeting
4. January 16 - Work Session

J. CONSENT ITEM(S)

This part of the agenda consists of non-controversial or "housekeeping" items required by law. Items may be removed from Consent by any council member by making such request prior to a motion and vote.

1. Minutes: 11/18 and 11/21 - Consider approval of the minutes from a regular meeting held on November 18, 2024 and a work session held on November 21, 2024.
2. Juvenile Case Manager - Consider approval of a resolution adopting ethical and training standards for a juvenile case manager employed by the Town of Flower Mound.
3. Security Card Readers - Consider approval of a proposal from Schneider Electric in the amount of \$106,200.00 to perform the upgrade conversion to replace (160) obsolete existing low frequency low security card readers with new high security card readers that work with high frequency (13.56 Mhz) access cards on Town buildings. Schneider Electric is the sole provider of this equipment and software.
4. Historical Items Collection Policy - Consider approval of the Town of Flower Mound Historical Items Collection Policy. (The Historical Commission recommended approval by a vote of 9 to 0 at its November, 14, 2024, meeting.)
5. Opioid Settlement - Kroger - Consider approval of a resolution authorizing the Town Manager to execute global opioid settlement documents relating to the Kroger settlement and authorizing the Town Manager to execute any and all future opioid settlement documents; authorizing the Town Manager to transmit those documents to the Attorney General; and providing an effective date.
6. PY2023 CDBG CAPER - Consider approval of a resolution authorizing the adoption of the Program Year 2023 Consolidated Annual Performance & Evaluation Report for the Community Development Block Grant; and authorization for the Mayor to execute same on behalf of the Town and submit to the U.S. Department of Housing and Urban Development.
7. Judge Janke Reappointment - Consider approval of an ordinance to reappoint Presiding Municipal Judge Alissa Janke for the period of January 1, 2025, through December 31, 2026.

8. Grant Agreement - Consider acceptance of a Grant Agreement and funding awarded by the Texas A&M Forest Service, for a vehicle in the amount of \$649,621.00 under the Texas Intrastate Fire Mutual Aid System (TIFMAS); and authorization for the Mayor to execute same on behalf of the Town.
9. Spring Lake Park Improvements - Consider approval of the purchase and installation of a new picnic pavilion, demolition of the existing pavilion, and site amenities for the Spring Lake Park Improvements project, from Child's Play, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of \$111,333.00
10. Professional Services Agreement - Promoter Line, Inc. - Consider approval of a Professional Services Contract with Promoter Line, Inc., to provide professional event production and planning services for the 2025 Independence Fest, in an amount not-to-exceed \$344,000.00 and authorization for the Mayor to execute same on behalf of the Town.
11. DCAD Board of Directors vote - Discuss and consider adopting a Resolution casting votes for candidate(s) in the election of the Denton Central Appraisal District Board of Directors.

K. REGULAR ITEM(S)

1. Consider approval of a resolution urging the Lewisville Independent School District (LISD) Board of Trustees to consider all available options in lieu of closing Garden Ridge Elementary, located at 2220 S. Garden Ridge Blvd, Flower Mound, Texas, and providing an effective date.

L. BOARDS/COMMISSIONS

Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: Animal Services Board, Capital Improvements Advisory Committee, Community Development Corporation, Cultural Arts Commission, Denton County Transportation Authority, Environmental Conservation Commission, Historical Commission, Parks Board, School Liaison Committee, SMARTGrowth Commission, Tax Increment Reinvestment Zone Number (TIRZ #1), Tax Increment Reinvestment Zone Number (TIRZ #2), Transportation Commission, and Veterans Liaison Board.

M. CLOSED MEETING

The Town Council to convene into closed meeting pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 551.072, 551.074, and 551.087 for consultation with Town Attorney, and to discuss matters relating to real property, personnel, and economic development negotiations, as indicated below. The Town Council may convene in executive session to conduct a private consultation with its attorney on any legally posted agenda item, when the Town Council seeks the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the below-referenced items.

1. Consultation with Town Attorney.
2. Discuss and consider purchase, exchange, lease or value of real property for parks, cultural arts, public safety, public rights-of-way, and/or other municipal purposes and all matters incident and related thereto.
3. Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: Board of Adjustment/Oil & Gas Board of Appeals, and Planning and Zoning Commission.
4. Discuss and consider economic development incentives, including retail centers, grocers, corporate relocation/expansion/retention, hospitality projects, health care facilities, performance related to certain incentive agreements, and Tax

Increment Reinvestment Zone (TIRZ) #1, TIRZ #2, River Walk PID No. 1,
Proposed PID, MMDs, and MUDs.

The Town Council may convene in executive session to conduct a private consultation with its attorney on any legally posted agenda item, when the Town Council seeks the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the above referenced items.

N. RECONVENE

O. 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: November 27, 2024, at 11:05 a.m., at least 72 hours prior to the scheduled time of said meeting.

Theresa Scott, Town Secretary

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.

To preview upcoming items of business that may appear on future agendas click [HERE](#).

Town Council Regular Meeting



November 18, 2024
Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

6:00 p.m.

DRAFT MINUTES

A. CALL TO ORDER

Mayor Moore called the meeting to order at 6:00 p.m. with the following members present:

Cheryl Moore, Mayor (left at 7:54 p.m.)
Ann Martin, Mayor Pro Tem
Adam Schiestel, Deputy Mayor Pro Tem
Chris Drew, Councilmember Place 2
Brian Taylor, Councilmember Place 3
Janvier Werner, Councilmember Place 4

constituting a quorum with the following members of the Town Staff participating:

Theresa Scott, Town Secretary
James W. Childers, Town Manager
Gerald Pruitt, Town Attorney
Tommy Dalton, Assistant Town Manager
Tiffany Bruce, Assistant Town Manager/Town Engineer
Lexin Murphy, Director of Development Services
John Zagurski, Chief Financial Officer
Chuck Jennings, Director of Parks and Recreation
Jaime Jaco-Cooper, Senior Programs Manager

B. INVOCATION

Chaplain McNamer gave the 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."

Mayor Moore led the pledges.

D. PRESENTATION(S)

1. National Night Out Awards
Officer Augenstein announced the following National Night Out Award winners:
Individual Party: Wager Road
Small HOA Party: Lakemont
Large HOA Party: Northshore
2. Proclamation for Small Business Saturday
Mayor Moore recited the proclamation and presented it to Ray Watson and Melody Eby, Town of Flower Mound Economic Development Department.

E. PUBLIC COMMENT

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

To speak to Council during public comment, please fill out a [comment form \(PDF\)](#).

- 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 mayor
- Speakers must address their comments to the Town Council
- Please state your name and address when speaking

No speakers.

F. ANNOUNCEMENTS

1. Announcements from the mayor and council members
Members of Council expressed well wishes for the Thanksgiving holiday.

G. TOWN MANAGER'S REPORT

1. LISD School Retirement and Boundary Adjustments Proposal
Mayor Moore provided an overview of this item, and Mr. Childers provided background information on the town's discussion with the LISD Superintendent, Dr. Rapp, regarding the school district's proposed changes.

There was discussion on the possible closing of Garden Ridge Elementary School regarding:

- quality of life impact for residents
- what would become of the property should the school close
- have the School Liaison Committee involved and participate on Dec. 2 based on observations and ideas
- possibility of initiating a resolution similar to Highland Village
- interest in asking LISD to hold off until after the Texas legislative cycle, given they may be able to solve school funding issues this cycle

- possibility of having language in the resolution that encourages legislators to solve the school funding issue this cycle
- focus on the benefits to Flower Mound to keep it open as opposed to meddling in their business

and with a general consensus to bring forward a Resolution to present to LISD that would outline the Town's interest in keeping Garden Ridge Elementary open.

2. Capital Improvement Projects
3. Economic Development Projects
4. Organizational Updates

a. Town Awards and Recognitions

Mr. Childers announced the following state and national awards:

1. Communications Department - Texas Association of Telecommunications Officers and Advisors (TATOA) 2024
2. Parks & Recreation Department - Texas Recreations and Park Society North Region (TRAPS)

H. FUTURE AGENDA ITEM(S)

The purpose of this item is to allow the Mayor and members of Council an opportunity to bring forward items they wish to discuss at a future meeting, with the understanding that a consensus of Council is needed in order for that item to be placed on a future agenda and in accordance with the Town Council Agenda Setting Policy (Ord. 65-15).

Councilmember Drew requested a status update on expanding the Animal Services Board's scope of work. Ms. Scott outlined the next steps.

I. COORDINATION OF CALENDARS

Mayor Moore confirmed that all members of Council plan to be at the following meetings. Councilmember Drew indicated he might be remote for the December 2nd meeting.

1. November 21 - Work Session
2. December 2 - Regular Meeting
3. December 16 - Regular Meeting

J. CONSENT ITEM(S)

This part of the agenda consists of non-controversial or "housekeeping" items required by law. Items may be removed from Consent by any council member by making such request prior to a motion and vote.

ACTION: Ann Martin moved to approve consent items 1 - 13 as presented in the agenda caption. Chris Drew seconded the motion.

AYES: Ann Martin, Adam Schiestel, Chris Drew, Brian Taylor, Janvier Werner

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

1. Minutes - 11/4 - Consider approval of the minutes from a regular meeting held on November 4, 2024.
2. Board Manual Update - Discuss and consider approval of a resolution to revise the Board and Commission Manual.
RESOLUTION NO. 21-24
A RESOLUTION OF THE TOWN OF FLOWER MOUND, TEXAS REVISING THE BOARD, COMMISSION, AND COMMITTEE MANUAL; AND PROVIDING AN EFFECTIVE DATE.
3. PSA-ITS (transportation consulting) - Consider approval of a professional services agreement with Innovative Transportation Solutions, Inc. to provide professional transportation consultation services in the amount of \$75,000.00 annually, with four one-year renewal options; and authorization for the Mayor to execute the same on behalf of the Town.
4. Road and Utility Construction Materials Contract - Consider approval of the annual purchase contract for road and utility construction materials from CJA Enterprises, through a City of Denton contract number 7841 for an estimated annual amount of \$25,000 and authorization for the Mayor to execute same on behalf of the Town.
5. Trotter Park Design Contract - Consider approval of a Professional Services Agreement with MHS Planning & Design, LLC., for the design services associated with the Trotter Park project, in the amount of \$589,200.00; and authorization for the Mayor to execute same on behalf of the Town.
6. Sale and consumption of alcohol (beer and wine) at 2025 Independence Fest - Consider approval of the sale and consumption of alcoholic beverages (beer and wine) at Bakersfield Park, during the 2025 Independence Fest. (The Parks Board recommended approval by a vote of 6 to 0 at the October 3, 2024 meeting.)
7. Annual Standards of Care Ordinance Update - Consider approval of Standards of Care for Youth Recreation Programs operated by the Town, in accordance with the Texas Human Resources Code-Section 42.041 and to adopt an

Ordinance providing for said Standards. (The Parks Board recommended approval by a vote of 6 to 0 at its November 7, 2024 meeting).

ORDINANCE NO. 53-24

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS; AMENDING CHAPTER 54, "PARKS AND RECREATION," SECTION 54-202, "ADOPTION;" ADOPTING UPDATED STANDARDS OF CARE FOR YOUTH RECREATION PROGRAMS; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

8. PLA Digital Literacy Grant - Consider approval of a resolution authorizing the acceptance of grant funds from the Public Library Association for the purpose of providing digital literacy classes; authorizing the Library Director to act on behalf of Flower Mound as the grantee's official; pledging that the Town of Flower Mound will comply with all program requirements of the grant program; and providing an effective date.

RESOLUTION NO. 22-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FROM THE PUBLIC LIBRARY ASSOCIATION FOR THE PURPOSE OF PROVIDING DIGITAL LITERACY CLASSES; AUTHORIZING THE LIBRARY DIRECTOR TO ACT ON BEHALF OF FLOWER MOUND AS THE GRANTEE'S OFFICIAL; PLEDGING THAT THE TOWN OF FLOWER MOUND WILL COMPLY WITH ALL PROGRAM REQUIREMENTS OF THE GRANT PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

9. Consider approval of a multi-year agreement for th - Consider approval of a multi-year agreement for the acquisition of sixty-two (62) Axon electric control devices (ECD or Taser), including renewal certificates, upgraded and new devices for a combined total of \$268,998.48, and authorization for the Mayor to execute the same on behalf of the Town.
10. Vehicle purchase(s) - Police Dept. - Consider approval of purchasing for the police department (1) 2024 Ford F150 Crew Cab XLT 4X4 from Sam Pack's Five Star Ford for \$55,328.00 utilizing the HGAC Cooperative Contract # CE05-24 and the purchase of (1) 2024 Chevrolet Silverado 1500 crew cab from Lake Country Chevrolet for \$67,317.51 utilizing the TIPS USA contract #210907, for a total of \$122,645.51.
11. Fee schedule amendment - Consider a request to amend the Town's Code of Ordinances by amending Appendix A, "Fee Schedule," Referenced in Chapter 70, "Utilities" by amending Section 70-56(d), entitled "Water Meter Fee Schedule," by repealing all conflicting ordinances; providing a severability clause; and providing an effective date.

ORDINANE NO. 54-24

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING APPENDIX A, "FEE SCHEDULE," REFERENCED IN CHAPTER 70, "UTILITIES," BY AMENDING 70-56(d), ENTITLED "WATER METER FEE SCHEDULE," BY REPEALING ALL CONFLICTING ORDINANCES;

PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

12. Fortinet Network Infrastructure Renewal - Consider approval of a three-year renewal agreement with Centre Technologies for network equipment, software, support, and maintenance for \$107,332.83
13. TMRS Benefit Plan Change - Consider approval of an ordinance adopting benefit plan design changes to plan provisions for the Town of Flower Mound in the Texas Municipal Retirement System as allowed by the Texas Municipal Retirement System Act.

ORDINANCE NO. 55-24

AN ORDINANCE REGARDING THE TOWN OF FLOWER MOUND'S TEXAS MUNICIPAL RETIREMENT SYSTEM BENEFITS AUTHORIZING: (1) ANNUALLY ACCRUING UPDATED SERVICE CREDITS AND TRANSFER UPDATED SERVICE CREDITS; (2) ANNUALLY ACCRUING ANNUITY INCREASES, ALSO REFERRED TO AS COST OF LIVING ADJUSTMENTS (COLAS) FOR RETIREES AND THEIR BENEFICIARIES; AND (3) ACTUARIALLY DETERMINED CITY CONTRIBUTION RATE PAYMENTS.

K. REGULAR ITEM(S)

1. Senior Center Library - Naming Request - Consider approval of the naming request for the library at the Flower Mound Senior Center as the Mary Kay Walker Library. (The Parks Board recommended approval by a vote of 6 to 0 at the November 7, 2024 meeting.)



Mr. Jennings provided background information regarding the facility naming process. Ms. Jaco-Cooper provided background information about Mary Kay's community impact and the purpose of the renaming request.

Councilmembers expressed their appreciation for Ms. Walker.

ACTION:	Ann Martin moved to approve K.1. as presented in the agenda caption. Janvier Werner seconded the motion.
AYES:	Ann Martin, Adam Schiestel, Chris Drew, Brian Taylor, Janvier Werner
NAYS:	None
ABSTAIN:	None
RESULT:	5 : 0

2. SUP24-0003 - Lakeside Kiddie Academy - Public Hearing to consider an ordinance granting Specific Use Permit No. 492 (SUP24-0003 – Lakeside Kiddie Academy) to permit a day care center use. The property is generally located east of International Parkway and south of Lakeside Parkway. (PZ recommended approval by a vote of 6 to 0 at its November 11, 2024, meeting.)

Ms. Murphy gave a presentation identifying or noting:

- general and detailed location
- land use and zoning
- concept plan, including parking standards
- site photos
- conceptual landscape plan, elevations
- proposed condition (queuing)

Applicant presentation

Brian Johnson, Kiddie Academy, 3415 Box Hill Corporate Dr, Abington, Maryland gave a presentation identifying or noting:

- site plan
- proposed building (their portion)
- elevations
- about Kiddie Academy
- proposed operations

and he responded to questions from Council regarding:

- possibility of future retail space adjacent to the property that would align with this use
- 4-foot perimeter fence use
- egress and ingress

Mayor Moore opened the public hearing at 6:54 p.m. No one spoke. Mayor Moore closed the public hearing at 6:54 p.m.

ORDINANCE NO. 56-24

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A," OF SUBPART B, "LAND DEVELOPMENT REGULATIONS," OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS, BY APPROVING SPECIFIC USE PERMIT NO. 492 (SUP-492) FOR A DAY CARE CENTER USE ON CERTAIN PROPERTY DESCRIBED AS 1.56 ACRES OF LAND AND BEING ALL OF LOT 1R, BLOCK A OF THE HOME DEPOT - SILVERON ADDITION, DENTON COUNTY, TEXAS, AND ZONED PLANNED DEVELOPMENT DISTRICT NO. 31 (PD-31) WITH CAMPUS COMMERCIAL (CC) DISTRICT USES; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING

A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

ACTION: Brian Taylor moved to approve K.2. as presented in the agenda caption. Chris Drew seconded the motion.
AYES: Ann Martin, Adam Schiestel, Chris Drew, Brian Taylor, Janvier Werner
NAYS: None
ABSTAIN: None
RESULT: 5 : 0

3. MPA24-0001 - Wager Road Nursing or Congregate Facility - Public Hearing to consider an ordinance amending the Master Plan (MPA24-0001 – Wager Road Nursing or Congregate Facility) to amend Section 1.0, Land Use Plan, of the Master Plan, to change the current land use designation from Estate Residential uses to Office uses. The property is generally located west of Garden Ridge Boulevard and south of Kirkpatrick Lane. (PZ recommended approval by a vote of 6 to 0 at its November 11, 2024, meeting.)

Mayor Moore opened items 3 and 4 at the same time.

Ms. Murphy gave a presentation for items 3 and 4 identifying or noting:

- general and detailed location
- land use and zoning
- master plan exhibit
- exception (compatibility buffer)
- conceptual site plan, landscape plan, elevations
- site photos
- development standards

and she responded to comments or questions regarding:

- previous SUP terms
- legal non-conforming versus allowed by right
- development standards (permitted uses)

Applicant Presentation

Robert Gloyna, Gloyna Law, the representative for the applicant, and Kenny Lin, Watger Rd LLC, gave a presentation identifying or noting:

- summary of proposal

and he responded to questions from Council regarding:

- level of assisted living that will be offered
- event planning
- other facilities the company operates
- parking ratio
- SUP abandonment background
- future potential uses

Mayor Moore opened the public hearing for items 3 and 4 at 7:29 p.m.

Names listed below don't necessarily reflect the order in which each person spoke and all addresses are located in Flower Mound unless otherwise indicated.

	SUPPORT	OPPOSITION	QUESTIONS OR COMMENTS ONLY
1.	None	Jonathan Aldis, 3151 Trails End	None
2.		Beth Soderberg, 3100 Wager Rd	
3.		Cindy Waters, 3030 Wager Rd*	
4.		Randy Soderberg, 3100 Wager Rd*	
5.		Moukda Siharath, 3228 Wager Rd*	
6.		Heather Aldis, 3151 Trails End Dr*	

** Indicates person did not wish to speak*

Mayor Moore closed the public hearing for items 3 and 4 at 7:33 p.m.

There was Council discussion regarding:

- Master plan changes by lot
- past history regarding the use change
- ag uses that might be appropriate for this location
- can continue to operate as a group home with 6 residents

ACTION: Adam Schiestel moved to deny K.3. Janvier Werner seconded the motion.

AYES: Ann Martin, Adam Schiestel, Chris Drew, Brian Taylor, Janvier Werner
NAYS: None
ABSTAIN: None
RESULT: 5 : 0

4. ZPD23-0011 – Wager Road Nursing or Congregate Facility - Public Hearing to consider an ordinance amending the zoning (ZPD23-0011 – Wager Road Nursing or Congregate Facility) from Agricultural District (A) uses to Planned Development District-205 (PD-205) with Office District (O) uses with an exception to Section 82-302, Compatibility buffer, of the Code of Ordinances. The property is generally located west of Garden Ridge Boulevard and south of Kirkpatrick Lane. (PZ recommended approval with conditions by a vote of 6 to 0 at its November 11, 2024, meeting.)

ACTION: Adam Schiestel moved to deny K.4. Chris Drew seconded the motion.
AYES: Ann Martin, Adam Schiestel, Chris Drew, Brian Taylor, Janvier Werner
NAYS: None
ABSTAIN: None
RESULT: 5 : 0

5. TIRZ #1 Amended and Restated Plan - Public Hearing to consider an ordinance amending and restating the Project and Finance Plan of Tax Increment Reinvestment Zone No. 1 (TIRZ #1), Town of Flower Mound, TX, ratifying the previous TIRZ # 1 Board actions relative to projects authorized, adding additional projects already approved by the TIRZ #1 Board. (The TIRZ #1 Board of Directors recommended approval by a vote of 3 to 0 at their April 3, 2024, meeting.)

Mayor Moore opened items 5 and 6 at the same time.

Mr. Childers and Mary Petty, P3 Works (TIRZ Administrator) provided background information on the purpose of the items, and she, or Mr. Dalton, responded to questions from Council regarding:

- TIRZ Board recommendation and involvement
- participation agreement
- Cultural Arts Center funding and TIRZ Board review component
- county's participation role
- TIRZ money and the general fund
- timing

Mayor Moore opened the public hearing for item 5 at 7:49 p.m. No one spoke. Mayor Moore closed the public hearing at 7:49 p.m.

There was Council discussion regarding:

- purpose of TIRZ and how the funds would go toward a Cultural Arts Center

ACTION: Chris Drew moved to approve K.5. as presented in the agenda caption. Ann Martin seconded the motion.
AYES: Ann Martin, Adam Schiestel, Chris Drew, Brian Taylor, Janvier Werner
NAYS: None
ABSTAIN: None
RESULT: 5 : 0

6. TIRZ # 1 - amended participation agreement - Consider authorizing the Town Manager to execute an amended and restated participation agreement with Denton County in Tax Increment Financing Reinvestment Zone No. 1 (TIRZ #1), Town of Flower Mound, Texas.

ACTION: Chris Drew moved to approve K.6. as presented in the agenda caption. Adam Schiestel seconded the motion.
AYES: Ann Martin, Adam Schiestel, Chris Drew, Brian Taylor, Janvier Werner
NAYS: None
ABSTAIN: None
RESULT: 5 : 0

L. BOARDS/COMMISSIONS

Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: Animal Services Board, Capital Improvements Advisory Committee, Community Development Corporation, Cultural Arts Commission, Denton County Transportation Authority, Environmental Conservation Commission, Historical Commission, Parks Board, School Liaison Committee, SMARTGrowth Commission, Tax Increment Reinvestment Zone Number (TIRZ #1), Tax Increment Reinvestment Zone Number (TIRZ #2), Transportation Commission, and Veterans Liaison Board.

No action taken.

M. CLOSED MEETING

The Town Council to convene into closed meeting pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 551.072, 551.074, and 551.087 for consultation with Town Attorney, and to discuss matters relating to real property, personnel, and economic development negotiations, as indicated below. The Town Council may convene in executive session to conduct a private consultation with its attorney on any legally posted agenda item, when the Town Council seeks the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the below-referenced items.

Mayor Moore announced that the Town Council is convening into a closed meeting at 7:49 p.m., pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 551.072, 551.074, and 551.087.

1. Consultation with Town Attorney.

2. Discuss and consider purchase, exchange, lease or value of real property for parks, cultural arts, public safety, public rights-of-way, and/or other municipal purposes and all matters incident and related thereto.
3. Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: Board of Adjustment/Oil & Gas Board of Appeals, and Planning and Zoning Commission.
4. Discuss and consider economic development incentives, including retail centers, grocers, corporate relocation/expansion/retention, hospitality projects, health care facilities, performance related to certain incentive agreements, and Tax Increment Reinvestment Zone (TIRZ) #1, TIRZ #2, River Walk PID No. 1, Proposed PID, MMDs, and MUDs.

The Town Council may convene in executive session to conduct a private consultation with its attorney on any legally posted agenda item, when the Town Council seeks the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the above referenced items.

N. RECONVENE

The Town Council reconvened into an open meeting at 8:36 p.m., and no action was taken on the above items.

O. ADJOURN

Mayor Pro Tem Martin adjourned the meeting at 8:36 p.m. and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

CHERYL MOORE, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY

Town Council Work Session



November 21, 2024
Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

6:00 p.m.

DRAFT MINUTES

A. CALL TO ORDER

Mayor Moore called the work session to order at 6:00 p.m. with the following members present:

Cheryl Moore, Mayor
Ann Martin, Mayor Pro Tem
Adam Schiestel, Deputy Mayor Pro Tem
Chris Drew, Councilmember Place 2
Brian Taylor, Councilmember Place 3
Janvier Werner, Councilmember Place 4

constituting a quorum with the following members of the Town Staff participating:

Theresa Scott, Town Secretary
James W. Childers, Town Manager
Tommy Dalton, Assistant Town Manager
Tiffany Bruce, Assistant Town Manager/Town Engineer
John Zagurski, Chief Financial Officer
Tyler Leverenz-Soetaert, Environment Programs Coordinator
Clay Riggs, Director of Public Works
David Coulon, Police Chief

B. PUBLIC COMMENT

The purpose of this item is to allow the public an opportunity to address the Town Council 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.

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

To speak to Council during public comment, please fill out a [comment form \(PDF\)](#).

- 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 mayor
- Speakers must address their comments to the Town Council
- Please state your name and address when speaking

There were no speakers initially. Mayor Moore reopened public comment for item C.2. *Names listed below don't necessarily reflect the order in which each person spoke and all addresses are located in Flower Mound unless otherwise indicated.*

	Speaker name and address	Subject (as written on the form)
1.	Kathy O'Keefe, 3004 Oxford Ct	Item C.2

C. WORK SESSION ITEM

1. Rainwater Harvesting, and Water Conservation Systems

Ms. Leverenz-Soetaert, and Mr. Riggs gave a presentation identifying or noting:

- rainwater harvesting purpose and benefits
- commercial and residential program examples
- challenges to incentivizing rainwater harvesting through development standards
- development incentive examples
- existing allowances in development standards
- stormwater rates
- historical water usage
- water conservation and drought contingency plan
- TWDB recommendations
- satellite leak detection
- water reuse - Lakeside reuse plan, Denton Creek reuse plan

and they, Mr. Dalton, Mr. Childers, or Mr. Zagurski responded to questions from Council regarding:

- zero discharge
- stormwater detention
- stage 1 water restriction
- leak detection technology
- reuse cost and interest (Lakeside)
- other opportunities to further the effort
- educational programs to encourage rainwater harvesting
- rebate programs (expansion possibility)
- permeable pavement systems and quality
- incentive programs funding source; possibility of using grant money
- rain barrel sales

2. Substance Abuse and Mental Health Task Force

Mayor Moore and Mr. Childers provided background information on the topic and gave a presentation identifying or noting:

- path forward (task force)
- participants

- next steps

and Mr. Childers responded to questions or comments from Council regarding:

- tangible goals would be needed for the task force
- who will lead the task force
- discernment needed in the process
- meeting format
- interest in having input on the use of the funds from the opioid settlement; however, from the police department
- interest in more definition and expectations - clear guard rails (resources, staff role, etc.)
- education is important but may not be the solution
- to have a permanent board would be beyond the role of municipal government
- need for guardrails for a task force and once they made their recommendation, they are dissolved
- the task force can't be in perpetuity and there needs to be a reporting component

3. Pet Microchip Scanning Stations

Chief Coulon gave a presentation identifying or noting:

- background information
- scanning station example
- chip companies
- costs
- differences in Flower Mound (response)

and he responded to questions from Council regarding:

- notification process
- let the Animal Services Board take on the topic of "lost dog" to explore options

D. ADJOURN

Mayor Moore adjourned the work session at 7:29 p.m.

TOWN OF FLOWER MOUND, TEXAS

CHERYL MOORE, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY



TOWN COUNCIL AGENDA J.2. CONSENT ITEM(S)

DATE: December 2, 2024
FROM: Lori Linn-Gosser, Municipal Court Administrator
ITEM: **Consider approval of a resolution adopting ethical and training standards for a juvenile case manager employed by the Town of Flower Mound.**

BACKGROUND: The Flower Mound Municipal Court has requested and received approval to change our Senior Court Clerk job title to Court Coordinator / Juvenile Case Manager (JCM). This position of JCM will have additional duties with the implementation of H.B. 3186, the Texas Youth Diversion and Early Intervention Act effective January 1, 2025.

In January the court will implement several new procedural changes along with a Youth Diversion Plan to comply with H.B. 3186. This will require the court (JCM) to focus on juvenile cases specifically and, based on certain criteria, decide how they will move through the judicial process. This will require additional docket types, specific correspondence, new diversion paperwork, changes in our software and daily procedures. In addition, we'll need to train the court staff and judicial staff on how these changes affect our processes, the juveniles and their confidentiality rights.

The position of JCM does require the governmental entity that employs a JCM to adopt a minimum training and education standards.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: William Mahaffy, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the resolution as to form and legality.

ATTACHMENTS:

1. Proposed Resolution Juvenile Case Manager

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

TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO. __24

A RESOLUTION ADOPTING ETHICAL AND TRAINING STANDARDS FOR A JUVENILE CASE MANAGER EMPLOYED BY THE TOWN OF FLOWER MOUND, TEXAS, PROVIDING FOR IMPLEMENTATION OF SAID STANDARDS, AND PROVIDING FOR PERIODIC REVIEW TO ENSURE IMPLEMENTATION OF THE REQUISITE STANDARDS.

WHEREAS, the Town of Flower Mound pursuant to Local Government Code 134.156, established a Local Youth Diversion Fund collected in the municipal court allowing funds to support a juvenile case manager; and

WHEREAS, the Town of Flower Mound pursuant to Code of Criminal Procedure 45.056, employed a juvenile case manager to provide services in cases involving juvenile offenders before the Court; and

WHEREAS, the 82nd Texas Legislature enacted Senate Bill 61, which requires a governing body employing a juvenile case manager to adopt reasonable rules for juvenile case managers that provide for a code of ethics, educational Pre-service and In-service Training standards, and training in relevant substantive areas; and

WHEREAS, the Town of Flower Mound wishes to ensure that its juvenile case manager receive the requisite training and are held to the highest ethical standards.

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

SECTION 1

The Town hereby adopts the Juvenile Case Manager Code of Ethics, attached hereto as Exhibit "A", as the ethical standard to which the Town's juvenile case manager shall be held.

SECTION 2

The Town hereby adopts the Educational Pre-service and In-service Training Standards, attached hereto as Exhibit "B".

SECTION 3

The Town hereby directs the rules adopted herein be implemented by the Court Administrator.

SECTION 4

The Town hereby requires an annual review of its juvenile case manager to ensure implementation of the rules adopted herein. The review shall be part of the employee annual performance evaluation that is conducted in accordance with the Personnel and Administrative Regulation Manual of the Town.

SECTION 5

This Resolution shall take effect and be in full force from and after the date of its passage and publication.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS BY A VOTE OF _____ TO _____, ON THIS 2nd OF DECEMBER 2024.

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

Exhibit “A”
Town of Flower Mound
Code of Ethics for Juvenile Case Manager

Preamble

The goal of the juvenile case manager is to assist the Court in administering the Court’s juvenile dockets, to supervise its orders in cases involving juvenile offenders, and to communicate with the Court regarding relevant life circumstances of juveniles appearing before the Court. The mission of the juvenile case manager is to assist judges in providing juveniles and their families with resources to shape the juvenile’s future, and to help the juvenile connect with the community and develop into a law-abiding citizen. Those persons applying this Code of Ethics shall keep foremost in mind that the Town is always guided by the values of integrity, excellence, compassion, and respect for the dignity of every person.

Standards

Confidentiality. A juvenile case manager shall not disclose to any unauthorized person any confidential information acquired in the course of employment. A juvenile case manager shall not violate the confidentiality of juvenile clients unless the juvenile case manager is seeking consultation services from within the case management program or a school campus, or if the juvenile has threatened to harm himself, herself, or others, or if the juvenile case manager is providing details of any criminal activity or enterprise.

Conflicts of Interest. A juvenile case manager shall be alert to and avoid conflicts of interest that interfere with the exercise of professional discretion and impartial judgment. In order to maintain the community’s trust in the judicial system, a juvenile case manager should avoid soliciting or accepting improper gifts, gratuities, or loans, and should avoid engaging in business relationships that give rise to an appearance of impropriety.

Competence. A juvenile case manager shall always endeavor to perform official duties properly and with courtesy and diligence. A juvenile case manager shall fulfill his or her duty and represent himself or herself only within the boundaries of his or her education, training, license, certification, consultation received, supervised experience, or other relevant professional experience.

Respect for the Law. A juvenile case manager shall abide by all federal, state, county, and municipal laws, guidelines, ordinances, and rules. A juvenile case manager shall be familiar with the Texas Code of Judicial Conduct and the basic standards to which members of the judiciary are held.

Abuse of Position. A juvenile case manager shall not use or attempt to use his or her official position to secure unwarranted privileges or exemptions for himself, herself, or any other person. A juvenile case manager shall always maintain appropriate relationships with juveniles and members of their family who have cases in the Court. A juvenile case manager shall not discriminate against any person on the basis of age, sex, creed, sexual preference, disability, or national origin.

Private Life. A juvenile case manager shall behave in a manner that does not bring discredit to the Town or to them. A juvenile case manager’s character and conduct outside the Court must

be exemplary so as to maintain a position of respect in the Town and in the community where he or she lives.

Enforcement

Any alleged violation of applicable ethical standards shall be subject to investigation and discipline by the Town's municipal court administrator in consultation with the Town's human resources department.

Exhibit "B" **Town of Flower Mound** **Pre-service and In-service Training Standards**

Definitions

"Pre-service Training" refers to training a juvenile case manager receives after hire, but before beginning work as a juvenile case manager.

"In-service Training" refers to regular training a juvenile case manager receives after beginning work as a juvenile case manager.

Pre-service Training Requirements

A juvenile case manager will receive no less than eight (8) and no more than forty (40) hours of Pre-service Training from reasonable accessible in-house sources, educational institutions, applicable professional associations, the Texas Municipal Courts Education Center, or other similar resources.

Pre-service Training should include, but not necessarily be limited to:

- The Role of the Juvenile Case Manager
- Ethics
- Case Planning and Management
- Applicable Procedural and Substantive Law in Municipal Court
- Courtroom Proceedings and Presentation
- Case Reporting
- Interagency Collaboration

In-service Training Requirements

A juvenile case manager must become a Certified Court Clerk Level 1 within two (2) years of service.

A juvenile case manager must annually complete no less than twelve (12) hours of In-Service Training from reasonably accessible in-house sources, educational institutions, applicable professional associations, the Texas Municipal Courts Education Center, or other similar resources.

In-service Training should include, but not necessarily be limited to:

- Legislative Updates
- Juvenile Mental Health and Development

- Services to At-Risk Youth
- Detecting and Preventing Abuse, Exploitation, and Neglect of Juveniles
- Substance Abuse
- Gangs and Gang Activity
- Family and Domestic Violence
- Bullying
- Sex Offenders
- Local Programs and Services for Juveniles
- Advances in Court Technology



TOWN COUNCIL AGENDA J.3. CONSENT ITEM(S)

DATE: December 2, 2024
FROM: Jeff Garner, Director of Facilities Management
ITEM: **Consider approval of a proposal from Schneider Electric in the amount of \$106,200.00 to perform the upgrade conversion to replace (160) obsolete existing low frequency low security card readers with new high security card readers that work with high frequency (13.56 Mhz) access cards on Town buildings. Schneider Electric is the sole provider of this equipment and software.**

BACKGROUND: Over the past few years, the Facilities Management Division has replaced the obsolete INET access control system with a new Security Expert access control system which will significantly enhance the security level of each building. We have replaced the system controllers and upgraded to the new software and have reached the final phase, which is to replace the low security card readers. The upgrade will include the replacement of the existing low security card readers with new multiclass low/high frequency card readers. All exterior perimeter doors and high security areas will receive an access reader with a keypad, which will allow for a secondary level of security requiring an access card and system generated PIN to gain access to town buildings. The new system will convert the access control system to OSDP (open supervised device protocol) which is the the highest level of reader security available and allows for tamper monitoring.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$106,200

Proposed Expenditure/(Revenue)

\$106,200.00

560-111-50106-6010

LEGAL REVIEW: N/A

ATTACHMENTS:

1. FM (160) Card Reader UPGs_24-0136_R1

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

October 25, 2024

TO: Jeff Garner

SITE: Town of Flower Mound
2121 Cross Timbers Rd,
Flower Mound, TX 75028

REF: Town of Flower Mound - (160) Card Reader Upgrades
Proposal #24-0136_R1

Schneider Electric is pleased to offer the following proposal for your consideration to perform the upgrade conversion of replacing (160) legacy obsolete existing installed low frequency (125Khz) card readers to new backward compatible multiclass combination low frequency and high frequency card readers. The perimeter and potentially high security doors inside a building will receive Combo Keypad and Access card readers for the highest level of access control. This process will position Flower Mound to seamlessly transition away from low security access cards (easily cloneable/copied) currently in use to high security access cards that work with the high frequency (13.56Mhz) side of the new card readers being installed. High frequency Access Cards TBD to move forward with in the near future. This quote includes the following services:

SCOPE OF WORK – FM BUILDING BY BUILDING ACCESS CARD READER CONVERSIONS

- Provide and install, at each existing legacy card reader location identified, one new multiclass low & high frequency card reader. Mullion or Wall Plate type TBD. For all perimeter doors provide and install per door an Access Reader with a keypad. For all interior doors with a card reader replace with a non-keypad variant.
- Remove the existing card reader and wire up the new card reader reinstalling it to the same wall location converting it to OSDP for reader security and tamper monitoring. Alarms can be programmed relative to each new card reader's operation security status.
- Perform a two-card reader verification that legacy access cards still work and use a high frequency test card to validate both sides of each new multiclass card reader are working to release the controlled access door.
- Verify each new card reader is reporting proper access requests/or denied access back at the Access Expert system via the newly upgraded door controller hardware's.
- Return all removed legacy card readers back to Jeff Garner for storage as necessary.
- Once completed, the Town will have (160) new high security access card readers installed with native functionality to Security Expert.

EXCLUSIONS

- Workstation, network drops, and IP addresses to be provided by others.
- Any existing system repair labor, parts, or materials not specifically mentioned above.
- Pricing does not include sales tax or bonding cost.

CLARIFICATIONS

- Pricing does not include a lift.
- 1-year warranty parts and labor included.
- All work to be performed during normal operating hours: Monday-Friday 8 AM to 5 PM.
- Pricing is valid for a period of 30 days and subject to escalation thereafter.

PRICING

TOTAL PRICE (excluding tax)	\$106,200.00
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We would like to thank you for the opportunity to present our company's proposal and look forward to working with you to address your building's needs. If you have any questions regarding this proposal, please do not hesitate to reach out.

Sincerely,

Mark A. Boyd

Mark Boyd
Account Manager
(214) 882-8398
mark.a.boyd@se.com
SCHNEIDER ELECTRIC BUILDINGS AMERICAS, INC.

TERMS AND CONDITIONS OF SALE

******Please refer to previous agreed to Terms and Conditions.******

This quotation and any exhibits and attachments hereto (collectively, "Agreement") and any information contained herein, is the property of Schneider Electric Buildings Americas Inc. ("Seller") and shall constitute proprietary and confidential information unless given to a public entity and required by law to be public information. The party to whom this quotation is addressed ("Buyer") acknowledges the confidential nature of this Agreement and agrees to take all commercially reasonable and necessary precautions to ensure the confidential treatment of this Agreement and all information contained herein. This Agreement will not be used, copied, reproduced, disclosed or otherwise disseminated or made available, directly or indirectly, to any third party for any purpose whatsoever without the prior written consent of Seller. The parties agree to be bound by the following terms and conditions.

1. **Quotations and Acceptance.** The quotation is based solely on the bid documents, which consist of the project drawings, specifications and/or instructions of the Buyer only modified by written agreement or Seller objection. Significant deviations between the actual conditions and circumstances of the work and those specified in the bid documents shall be cause for an adjustment in work scope, price and time allowed for performance. Written quotations shall be valid for no more than thirty (30) days from the date of issue, unless specifically stated otherwise herein. Buyer may accept the quotation by signing and returning a copy to Seller or by returning Buyer's own written instrument or order expressly acknowledging the quotation and terms set forth herein, provided, however, Seller hereby gives notice of its objection to any different or additional terms or conditions contained or referenced in Buyer's order, which will be of no force or effect except as may be expressly agreed to by Seller in writing. It is the intent of the parties that these Terms and Conditions of Sale shall govern the sale of goods delivered and services performed. Upon acceptance, this Agreement constitutes the entire understanding between the parties respecting the goods or services delineated herein and supersedes all prior oral or written understandings or representations relating to such goods or services. This Agreement may not be discharged, extended, amended or modified in any way except by a written instrument signed by a duly authorized representative of each party. Seller assumes that the Subcontract Agreement offered will contain terms that are substantively similar to the AIA provisions that are in accordance with the provisions of the prime contract, including any supplements. Upon award, Seller assumes that contract provisions will be reviewed and negotiated in good faith to reach a mutual acceptance of both parties.
2. **Payment.** Absent a contrary provision herein, Buyer will pay Seller monthly progress payments on a net thirty (30) days basis from date of invoice for materials delivered (or stored at an off-site storage facility) and services performed, less any retained reserve which will be mutually agreed upon in writing by the parties. The aggregate amount of any such retained reserves shall be paid by Buyer to Seller within thirty (30) days after the date of substantial completion. If Seller provides a Certificate of Substantial Completion, such certificate shall conclusively establish such date. All invoices due and payable to Seller, less any applicable retained reserve, shall accrue interest at a compounded per annum rate not to exceed 1½% per month (18% per annum) or the maximum rate permitted by law. Acceptance and endorsement by Seller of an instrument for less than the full amount which Seller claims to be due shall not be deemed to be an admission of payment in full and any conditions to the contrary which are noted on such an instrument shall not be binding on Seller. If Buyer does not pay Seller, through no fault of Seller, within seven (7) days from the time payment was due, Seller may, without prejudice to any other remedy it may have, upon seven (7) additional days' written notice to Buyer, stop its work until payment of the amount owing has been received and the contract sum shall be equitably adjusted for reasonable costs of shutdown, delay and startup or in the alternative Seller may terminate this contract for material breach and all monies due Seller for services performed and materials delivered shall be paid upon demand. Seller shall be entitled to recover from Buyer all costs for collection, including reasonable attorneys' and professionals' fees. To the extent payments are received and as required by law, and upon Buyer's request, Seller will furnish mechanics lien waivers as the work progresses.

Seller reserves a security interest in any goods sold to the extent of the invoiced amount to secure payment of Buyer's obligation. In event of payment default, Seller may repossess such goods and a copy of the invoice may be filed with appropriate authorities as a financing statement to event or perfect Seller's security interest in the goods. At Seller's request, Buyer will execute any necessary instrument to perfect Seller's security interest.
3. **Price and Taxes.** The price for the goods and services hereunder are those shown on the face of this Agreement. The price of this Agreement does not include sales, use, excise, duties or other similar taxes, unless otherwise expressly provided herein. Any taxes (other than taxes due on Seller's net income) that are payable hereunder shall be the responsibility of Buyer. If applicable, Buyer shall provide Seller a copy of any appropriate tax exemption certificate for the state(s) into which the goods are to be shipped.
4. **Changes and Claims.** All materials and labor furnished hereunder shall be in accordance with shop drawings submitted by Seller and approved by Buyer. Any changes in the work as set forth in approved shop drawings, or from the scope of work as described herein, will require a written change order submitted to Seller by Buyer. An equitable adjustment will be made in the contract price or delivery dates or both, and this Agreement will be modified accordingly in writing. The cost or credit to Buyer for performance of such change order shall be determined by mutual written agreement prior to the commencement of any work under such change order. Buyer shall notify Seller promptly in writing of any circumstances arising from the performance of the work herein described which reasonably may be anticipated to result in a claim or back charge to Seller. Upon Seller's receipt of such notification, Seller shall have five (5) working days in which to remedy such circumstances and to avoid the imposition of such claim or back charge. Seller will not be liable for any claim or back charge where Seller has not been notified in the manner as set forth above.
5. **Access and Overtime.** This Agreement is based upon the use of straight time labor only during regular working hours (8:00 a.m. to 5:00 p.m., Monday through Friday, excluding Seller's holidays). If Buyer requests Seller to perform any work outside of regular working hours, overtime and other additional expense occasioned thereby will be charged to and paid by Buyer. If Seller's

work is to be performed on the project site, Buyer will afford unrestricted access to Seller and its employees and agents to all work areas.

6. **Damage or Loss to Equipment.** In the case of equipment not to be installed by or under supervision of Seller, Seller shall not be liable for damage to or loss of equipment after delivery of such equipment to the point of shipment. In the case of equipment to be installed by or under supervision of Seller, Seller shall not be liable for damage or loss after delivery by the carrier to the site of installation; if thereafter, pending installation or completion of installation or full performance by Seller, any such equipment is damaged or destroyed by any cause whatsoever, other than by the fault of Seller, Buyer agrees to promptly pay or reimburse Seller an amount equal to the damage or loss which Seller incurs as a result thereof, in addition to or apart from, any and all other sums due or to become due hereunder.
7. **Delays.** Buyer shall prepare all work areas so as to be acceptable for Seller's work required hereunder. Buyer acknowledges that the contract sum is based upon Seller being able to perform the work in an orderly and sequential manner, as Seller so determines. If Seller's performance is delayed, interfered with, suspended, or otherwise interrupted, in whole or in part, by Buyer, other contractors on the project site, or by any other third party or by any act within the power and/or duty of Buyer to control, then Buyer agrees that it will be liable to Seller for all increased costs and damages which Seller incurs as a result thereof. Furthermore, if Seller is delayed at any time in the progress of the work by any act or neglect of Buyer, or by any separate contractor employed by Buyer, or by changes ordered in the work or by labor disputes, fire, delay in transportation, adverse weather conditions, casualties, or any other causes beyond Seller's control, then the time for completion of the work shall be extended for a period equal to the time lost by reason of such delay.
8. **Warranty.** Seller warrants to Buyer that all tangible articles manufactured by Seller will be free of defects in workmanship and material and that the work performed will be of good quality and will conform to the requirements of the bid documents. If the article is installed by Seller, Seller's sole obligation under this warranty shall be to provide, without charge, parts and labor necessary to remedy defects which appear within twelve (12) months from the date of beneficial use or occupancy, as applicable. If Seller provides a Certificate of Substantial Completion, such certificate shall conclusively establish such date. If article is not installed by Seller, the warranty period shall be within twelve (12) months of shipment of said article. Warranty claim must be made to Seller in writing within such twelve (12) month period. All transportation charges incurred in connection with the warranty for equipment not installed by Seller shall be borne by Buyer. Seller warrants that for equipment furnished and or installed, but not manufactured by Seller, Seller will extend the same warranty terms and conditions which Seller receives from the manufacturer of said equipment.

This warranty is the sole and exclusive warranty given with respect to any articles delivered or services performed by Seller. THE WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED (EXCEPT WARRANTIES OF TITLE), INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This warranty is subject to proper installation of the articles (if installation is not performed by Seller or authorized subcontractors of the Seller) and maintenance and storage of the articles in accordance with the specifications and directions supplied by Seller. This warranty does not apply to any defect, malfunction or failure caused by repairs made by other than or without the consent of Seller or the article has been subject to abuse, misuse, neglect, tampering, accident or damage by circumstances beyond Seller's control, including without limitation, acts of God, war, acts of government, corrosion, power fluctuations, freeze-ups, labor disputes, differences with workmen, riots, explosions, vandalism, or malicious mischief, nor to defective associated equipment or use of the articles with equipment for which they were not sold. All of Seller's obligations under this warranty will immediately terminate and be of no further force or effect if all or any part of the purchase price (including any installment payment) with respect to any article covered by this warranty is not paid to Seller when due. If cause of defect is found not to be Seller's responsibility, standard rates for repair or replacement and labor shall apply.

9. **Limitation of Liability.** In no event will Seller's total aggregate liability in warranty or contract exceed the contract price paid for the specific product or service that gives rise to the claim excluding third party claims for personal injury, death or property damage or as may be required by law. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY LOST PROFITS, LOSS OF USE, LOSS OF GOODWILL, BUSINESS INTERRUPTION OR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Laws and Permits.** Seller shall comply with all applicable federal, state, and local laws and regulation and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Buyer. This contract shall be interpreted and governed under and in accordance with the laws of the jurisdiction in which the goods are delivered or services are performed without regard to its choice of law provisions.
11. **Disputes.** Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by good faith consultation and negotiation. If those attempts fail, either party shall provide written notice within thirty (30) days to the other to mutually agree on an arbitration process. If a process is not agreed upon within thirty (30) days, final and binding arbitration in accordance with the then current Construction Industry Arbitration Rules of the American Arbitration Association shall commence and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The arbitration shall be held in the federal, state or municipal courts serving the county in which the project is located unless the parties mutually agree otherwise. The prevailing party shall recover all reasonable legal costs and attorney's fees incurred as a result, which shall be promptly paid by the non-prevailing party. Any dispute or demand for arbitration must be commenced within one (1) year after the cause of action has accrued. Nothing herein shall limit any rights Seller may have under construction mechanic or materialmen lien laws. Seller shall have the right to suspend affected services pending resolution of disputes.
12. **Insurance.** The parties shall each maintain insurance coverage including without limitation, Workers' Compensation and Employer's Liability at statutory limits, Automobile Liability covering all owned, hired and other non-owned vehicles, and Commercial General Liability covering public liability and property damage with limits generally required for its respective industry with not less than \$1,000,000 minimum coverage per occurrence. Such insurance shall be with reputable and financially responsible carriers authorized to transact business in the state in which the project and services are being performed. No credit will be given or premium paid by Seller for insurance afforded by others.

13. **Clean Up.** Seller agrees to keep the job site clean of debris arising out of its operations. Buyer shall not back charge Seller for any costs or expenses for clean up or otherwise without prior written notice and Seller's written consent.
14. **Severability.** The invalidity or unenforceability of any provision herein shall in no way affect the validity or enforceability of any other provision.



TOWN COUNCIL AGENDA J.4. CONSENT ITEM(S)

DATE: December 2, 2024
FROM: Sarah Luxton, Senior Management Analyst
ITEM: **Consider approval of the Town of Flower Mound Historical Items Collection Policy. (The Historical Commission recommended approval by a vote of 9 to 0 at its November, 14, 2024, meeting.)**

BACKGROUND: Consider the approval of a policy that will allow the Town to facilitate the collection of historical items through accession, loan, and deaccession of items for the Town of Flower Mound. On February 5, 2024, the Town of Flower Mound passed Resolution No. 02-24 which created the Historical Commission. Per the Duties and Responsibilities listed in the Resolution, "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." The Historical Commission recommended the approval of this policy by a vote of 9/0 by all of their commissioners at their regular meeting on November 14, 2024.

BOARD REVIEW/CITIZEN FEEDBACK: The Historical Commission recommended approval by a vote of 9 to 0 at its November 14, 2024, meeting.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: Bryn Meredith, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the policy as to form and legality.

ATTACHMENTS:

1. Collection Policy

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



TOWN OF FLOWER MOUND

COLLECTION MANAGEMENT POLICY

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I. PURPOSE

This collection management policy provides guidelines for the acceptance, deaccession, loan, and maintenance of items and information of historical significance to the Town of Flower Mound. This policy ensures that the Town preserves its heritage while responsibly managing its historical collections in coordination with the Denton County Office of History and Culture (OHC).

II. SCOPE

This policy applies to all items and information of historical significance acquired, managed, or loaned by the Town of Flower Mound in coordination with the Denton County OHC. This includes, but is not limited to, artifacts, documents, photographs, artworks, and digital records.

III. DEFINITIONS

Accession- A set of one or more artifacts, objects, etc., received from the same source at the same time; an acquisition that the Town has taken ownership of and holds in the public trust.

Accessioning – The formal process used to legally accept and record a specimen or object as part of a collection; the act of accepting objects into the category of materials that the Town holds in the public trust.

Acquisition – Something acquired by the Town (but not necessarily involving the transfer of ownership).

Deaccessioning – The formal process of removing an accessioned object or group of objects from the Town’s permanent collection.

Deed of Transfer – that certain deed, the form of which is attached as Exhibit “A” hereto that serves to formally transfer title of items accessioned by the Town.

Denton County OHC – [Denton County Office of History and Culture](#).

Flower Mound Historical Items MOU – Memorandum of Understanding (MOU) between Denton County and the Town of Flower Mound for Historical Items and Other Services, effective February 27, 2024, and attached hereto as Exhibit “B.”

Gibson-Grant MOU - Memorandum of Understanding between Denton County, Texas, and the Town of Flower Mound, Texas, effective March 21, 2024, and attached hereto as Exhibit “C.”

Historical Commission – [The Town of Flower Historical Commission](#).

Historical Commission Staff Liaison/Town Staff – The staff person assigned to the Town of Flower Mound Historical Commission.

Pre-approved Historical Loan List – List of items that have been approved as loans (Section 5) and will be managed by the Historical Commission Staff Liaison. The items have been pre-approved to be loaned out to Town facilities for display.

Town of Flower Mound Donation Form (“Form”) – The Form promulgated by the Town of Flower Mound by which items may be submitted to the Town (for consideration of acceptance) as an accession or acquisition.

Town of Flower Mound Loan Form (“Form”) – The Form promulgated by the Town of Flower Mound by which items may be submitted to the Town (for consideration of acceptance) as a loan.

IV. ACCEPTANCE OF ITEMS

A. Criteria for Acceptance

1. **Historical Relevance:** Items must have a clear and direct connection to the history, culture, or heritage of Flower Mound.
2. **Condition:** Items must be in stable condition or capable of being stabilized through conservation efforts.
3. **Provenance:** Items must have documented provenance to ensure authenticity, legal ownership, and adherence to ethical acquisition standards.
4. **Duplication:** Preference will be given to items not already represented in the collection unless additional copies have significant value.
5. **Scope of Size:** Reserve the right to refuse an item based on the value, size and capacity for storage of an item.

B. Procedures for Acceptance

1. **Submission:** Items must be submitted as an accession, or acquisition. Donors must submit a detailed description of the item(s), including provenance, condition, and relevance using the Town of Flower Mound Donation Form. The Form must be completed with each submission noting the type

of submission that is being made. The item and form could either be dropped off at the Town of Flower Mound, by appointment only with Town staff, or by scheduling a pick-up/drop-off at the Denton County OHC by contacting the Town of Flower Mound staff. Items that are clearly inconsistent with the criteria for acceptance may be denied submission.

2. Review: The submission shall be reviewed by the Denton County OHC who will assess the item(s) based on the criteria for acceptance. The Denton County OHC shall provide the Historical Commission with their assessment and provide a recommendation for or against accessioning the collection at the next available regular Historical Commission meeting.
3. Approval: Upon receiving the recommendation from the Denton County OHC, the Historical Commission may by majority vote recommend to Town Council the accessioning of items by the Town of Flower Mound. Upon approval by Town Council and completion of a Deed of Transfer for the item by the donor, the donor waives all rights of ownership to the item(s) and transfers possession and legal title to the Town of Flower Mound. All rights of publication become the property of the Town of Flower Mound upon acceptance of the item or bequest. The owner shall receive written notification within 30 days of item(s) accessioning.
4. Transferred: Once the accessioning of items is approved, Denton County OHC will begin processing and storage of the item until the Town of Flower Mound is ready to use said item, per the Flower Mound Historical Items MOU, unless requested otherwise by the Town of Flower Mound.
5. Presentation: When items are to be displayed for an event, presentation, exhibit, or other Town-related business, Town staff will coordinate with the Denton County OHC staff to have the item transferred to the location where it will be used.
6. Storage: When an item is no longer to be displayed and ready for storage, Town staff will contact the Denton County OHC for the item to be picked up and placed in storage, pursuant to the Flower Mound Historical Items MOU.

Once an item is received by either the Town of Flower Mound or Denton County OHC, the entity in possession of said item shall maintain temporary custody. In the event the Town Council does not approve accessioning an item, (after receiving a recommendation whether to accession the item or not from the Historical Commission and/or the Denton County OHC,) the item must be returned to the donor by the Town of Flower Mound within 30 days of such action being taken. If the item is not claimed by the donor within 30 days, it shall be at the discretion of the Town of Flower Mound to determine the appropriate disposition of the item.

V. DEACCESSION OF ITEMS

A. Criteria for Deaccession

1. Irrelevance: Items no longer relevant to the Town's history or mission.
2. Condition: Items that are beyond repair or conservation.
3. Duplication: Excessive duplicates that do not add value to the collection.
4. Legal and Ethical Concerns: Items with disputed ownership or other legal/ethical issues.
5. Scope of Size: Reserve the right to deaccession an item based on the value, size and capacity for storage of an item.

B. Procedures for Deaccession

1. Submission: Items may be submitted for deaccession by the Town of Flower Mound.
2. Review: The submission shall be reviewed by the Denton County OHC who will assess the item(s) based on the criteria for deaccession. The Denton County OHC shall provide the Historical Commission with their assessment and provide a recommendation for or against deaccessioning the item(s) at the next available regular Historical Commission meeting.
3. Approval: Upon receiving the recommendation from the Denton County OHC, the Historical Commission may by majority vote recommend to Town Council the deaccessioning of items by the Town of Flower Mound.
4. Disposition: Items approved for deaccession by Town Council shall be returned to donors, transferred to other institutions, sold, or otherwise disposed of in an ethical manner.

VI. LOANS

A. Criteria for Loans

1. Historical Relevance: Items must have a clear and direct connection to the history, culture, or heritage of Flower Mound.
2. Condition: Items must be in stable condition or capable of being stabilized through conservation efforts.
3. Provenance: Items must have documented provenance to ensure authenticity, legal ownership, and adherence to ethical acquisition standards.
4. Duplication: Preference will be given to items not already represented in the collection unless additional copies have significant value.
5. Scope of Size: The Town reserves the right to refuse an item for any reason, including on the basis of value, size and capacity for storage of an item.

B. Procedures for Loans

1. Submission: Individuals interested in loaning an item to the Town of Flower Mound must first be added to the Pre-approved Historical Loan List. To apply for an item to be on the list, individuals must submit a detailed description of the item(s), including provenance, condition, and relevance using the Town of Flower Mound using the Loan Form. Once the form has been submitted, it will be moved into the review process.
2. Review: The form will first be reviewed by Town staff for submission completeness. Once submission completeness is confirmed, staff will work with the individual to schedule the item(s) review at the next available Historical Commission meeting. Staff will present the item based on the completed Form.
3. Approval: The Historical Commission may by majority vote recommend to Town Council the addition of an item to the pre-approved historical loan list by the Town of Flower Mound. Upon approval by Town Council, the owner shall receive written notification within 30 days of item(s) acceptance to the Pre-approved Historical Loan List.
4. Loan Request: Once the items have been added to the List, staff (under the discretion of their department Director) may contact the Historical Commission Staff Liaison to schedule items for use at Town of Flower Mound facilities, as needed. Items may only be requested when they have

a specific use in mind and have been approved by the Director of the Town facility at which they will be displayed. The individual who owns an item that has been accepted to the Pre-approved Historical Loan List holds the right to revoke consent to the lending of the item or to approve or deny the request, from the Historical Commission Staff Liaison, for that item to be loaned for display at Town of Flower Mound facilities.

5. Presentation: When items are to be displayed for an event, presentation, exhibit, or other Town-related business, Town staff will coordinate with the Historical Commission Staff Liaison to have the item transferred to the location where it will be displayed.
6. Storage: When the Town no longer wishes to display an item, the Historical Commission Staff Liaison will contact the owner of the item to schedule its return. Once an owner has been contacted, the owner will have 30 days to collect the item. After such time, the item will be transferred to other institutions, sold, or otherwise disposed of.
7. Removal of an Item: At the first meeting in October of each year, the Historical Commission may request that certain items on the Pre-approved Loan List be considered for removal. If agreed to by a majority of the Historical Commission, any items approved to be considered for removal, will be considered at the next available Historical Commission meeting. At the next available Historical Commission meeting, the Commission may recommend to Town Council the removal of item(s) from the Pre-Approved Historical Loan List. Upon approval by Town Council, the owner shall receive written notification within 30 days of item(s) removal from the Pre-approved Historical Loan List.

VI. MAINTENANCE OF COLLECTIONS

A. Preservation and Conservation

1. The Town of Flower Mound will continue to work with the Denton County OHC to maintain inventory and storage of all items in the collection once they have been transported to the Denton County OHC as described by the Flower Mound Historical Items MOU.
2. The process for documenting and storage of items shall be conducted as described by the Flower Mound Historical Items MOU.
3. Items that are being held for use at the Gibson Grant log cabin will also be stored by the Denton County OHC when not in use, as described by the Gibson-Grant MOU.

B. Documentation

1. The Historical Commission Staff Liaison will work collaboratively with the Denton County OHC to maintain records of all items transferred into the care of the Denton County OHC.

VII. POLICY REVIEW AND REVISION

This policy will be reviewed every five years by the Historical Commission to ensure it remains relevant and effective. Revisions will be recommended to the Town Council for approval.

EXHIBIT A

DEED OF TRANSFER

Town of Flower Mound, 2121 Cross Timbers Road, Flower Mound, TX 75028

Name(s): _____ Date: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone H/W: _____ Email: _____

I own the personal property described below and desire to give said personal property to the Town of Flower Mound. I do hereby irrevocably and unconditionally give and transfer to Town of Flower Mound all rights, title, and interest, including all copyright, trademark, and related interests, in and to the following described property.

Description of Item:

By my signature below, I accept the foregoing conditions and acknowledge reading any attached information.

This item is given in memory/honor of: _____

Date: _____

Donor/agent

Date: _____

Received by



EXHIBIT B

LOAN AGREEMENT

Town of Flower Mound, 2121 Cross Timbers Road, Flower Mound, TX 75028

Name(s): _____ Date: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone H/W: _____ Email: _____

I own the personal property described below and desire to give said personal property to the Town of Flower Mound. I do hereby allow the Town of Flower Mound to display and utilize the item for the purpose of an event, presentation, exhibit, or other Town-related business.

Description of Item:

Please attach 1 or more photographs of the item you would like to loan the Town of Flower Mound. Please attach an appraisal for any item valued over \$500 dollars. If items are below \$500 dollars, please confirm so by checking the box below:

☐ Item is valued at less than \$500

☐ Item is valued above \$500 (appraisal attached)

By my signature below I accept the foregoing conditions and acknowledge reading any attached information.

This item is given in memory/honor of: _____

Conditions of loan: _____

Date: _____

Donor/agent

Date: _____

Received by

LOAN AGREEMENT TERMS

Town of Flower Mound, 2121 Cross Timbers Road, Flower Mound, TX 75028

Notes from Denton County Review:

TERMS:

Location Display: _____

Time Frame: _____

Contact Information (Phone): _____ Email: _____

Updated description & condition of the loan (including photos):

By my signature below I accept the foregoing conditions and acknowledge reading any attached information.

Date: _____

Donor/agent

Date: _____

Received by Town Staff (name)

END of LOAN AGREEMENT

Once the loan has concluded, please sign off that the items have been returned and accepted by the owner in the condition that it is in and the loan has concluded

Date: _____

Donor/agent

Date: _____

Returned by Town Staff (name)



TOWN COUNCIL AGENDA J.5. CONSENT ITEM(S)

DATE: December 2, 2024

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of a resolution authorizing the Town Manager to execute global opioid settlement documents relating to the Kroger settlement and authorizing the Town Manager to execute any and all future opioid settlement documents; authorizing the Town Manager to transmit those documents to the Attorney General; and providing an effective date.

BACKGROUND: On February 20, 2023 the Town Council adopted Resolution No. 06-23 which authorized the Town to receive funds as part of the opioid settlement agreements, as negotiated by the Texas Attorney General, with Allergan, Walmart, CVS, and Walgreens.

This new resolution includes Kroger as part of the settlement agreement that the State of Texas negotiated.

This resolution also authorizes the Town Manager to execute any future opioid lawsuit settlements proposed by the State Attorney General on the town's behalf.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: If no action is taken, the town's proportionate share will be distributed amongst other participating Texas cities.

FISCAL IMPACT: \$

Proposed Expenditure/(Revenue)
\$16,000 (revenue)

Account Number(s):
100-XXX-XXXXX-XXXX

LEGAL REVIEW: Bessie Bronstein, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has prepared the resolution, as to form and legality.

ATTACHMENTS:

1. Draft Resolution _ Opioid Settlement_Kroger

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

TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO. _____-24

A RESOLUTION AUTHORIZING THE TOWN MANAGER TO EXECUTE GLOBAL OPIOID SETTLEMENT DOCUMENTS RELATING TO THE KROGER SETTLEMENT AND AUTHORIZING THE TOWN MANAGER TO EXECUTE ANY AND ALL FUTURE OPIOID SETTLEMENT DOCUMENTS; AUTHORIZING THE TOWN MANAGER TO TRANSMIT THOSE DOCUMENTS TO THE ATTORNEY GENERAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound, Texas ("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 has obtained information indicating that certain drug companies and their corporate affiliates, parents, subsidiaries, and such other defendants as may be added to the litigation (collectively, "Defendants") have engaged in fraudulent and/or reckless marketing and/or distribution of opioids that have resulted in addictions and overdoses; and,

WHEREAS, the actions, conduct, and misconduct of these Defendants have resulted in significant financial cost to the Town; and,

WHEREAS, on May 13, 2020, the State of Texas, through the Office of the Attorney General, and a negotiation group for Texas political subdivisions entered into an Agreement entitled Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet (the Texas Term Sheet) approving the allocation of any and all opioid settlement funds within the State of Texas; and,

WHEREAS, the State of Texas has negotiated a settlement agreement with Kroger resolving litigation and potential litigation between Kroger and the State and its subdivisions; and,

WHEREAS, the Town previously resolved to adopt the Texas Term Sheet, and to participate in settlement agreements related thereto;

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

SECTION 1.

The Town Council hereby authorizes the Town Manager to execute on the Town's behalf the Subdivision Settlement Participation Forms as related to the Kroger settlement, attached hereto as Exhibit A.

SECTION 2.

Upon execution of the Subdivision Settlement Participation Forms, the Town Manager is authorized to send executed copies to the Office of the Attorney General, as required for participation in this settlement.

SECTION 3.

The Town Council further authorizes the Town Manager to execute on the Town's behalf any future opioid lawsuit settlements proposed by the State Attorney General that are deemed to be beneficial in assisting the Town offset financial costs incurred from fraudulent and/or reckless marketing, sales, or distribution of opioids.

SECTION 4.

This Resolution shall take effect from and after the date of its passage.

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN
OF FLOWER MOUND, ON THIS ____ DAY OF _____, 2024.**

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

Exhibit A
Settlement Participation Sheets

Exhibit A

TEXAS SETTLEMENT SUBDIVISION PARTICIPATION AND RELEASE FORM

Political Subdivision:	Flower Mound	Texas
Authorized Official:	James Childers	
Address 1:	Town of Flower Mound	
Address 2:	2121 Cross Timbers Rd	
City, State, Zip:	Flower Mound, TX 75028	
Phone:	972.874. 6089	
Email:	james.childers@flowermound.gov	

The governmental entity identified above (“Texas Political Subdivision”), in order to obtain and in consideration for the benefits provided to the Texas Political Subdivision pursuant to the Kroger Texas Settlement Agreement and Full Release of All Claims dated October 30, 2024 (“Kroger Texas Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Texas Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Texas Political Subdivision above is aware of and has reviewed the Kroger Settlement Agreement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Texas Political Subdivision elects to participate in the Kroger Texas Settlement and become a Participating Texas Political Subdivision as provided therein.
2. The Texas Political Subdivision shall immediately cease any and all litigation activities as to the Released Entities and Released Claims and, within 14 days of executing this Participation and Release Form, its counsel shall work with Kroger’s counsel to dismiss with prejudice any Released Claims that it has filed.
3. The Texas Political Subdivision agrees to the terms of the Kroger Texas Settlement pertaining to Texas Political Subdivisions as provided therein.
4. By agreeing to the terms of the Kroger Texas Settlement and becoming a Releasor, the Texas Political Subdivision is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date of the Release.
5. The Texas Political Subdivision agrees to use any monies it received through the Kroger Texas Settlement solely for the purposes provided therein.

6. The Texas Political Subdivision submits to the exclusive jurisdiction and authority of the Texas Consolidated Litigation Court as defined in the Kroger Texas Settlement. For the avoidance of doubt, nothing contained in this Participation and Release Form, or the Kroger Texas Settlement, constitutes consent to jurisdiction, express or implied, over the Texas Political Subdivision or its selected counsel to the jurisdiction of any other court (including without limitation MDL 2804, the MDL 2804 Fee Panel, the MDL 2804 Enforcement Committee, or the Court in which any Texas Consent Judgment is filed) for any purpose whatsoever.
7. The Texas Political Subdivision, as a Participating Texas Subdivision, has the right to enforce the Kroger Texas Settlement in the Texas Consolidated Litigation Court as provided therein.
8. The Texas Political Subdivision, as a Participating Texas Subdivision, hereby becomes a Releasor for all purposes in the Kroger Texas Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Texas Political Subdivision hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entities in any forum whatsoever. The releases provided for in the Kroger Texas Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entity the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Texas Political Subdivision to release claims. The Kroger Texas Settlement shall be a complete bar to any Released Claim.
9. The Texas Political Subdivision hereby takes on all rights and obligations of a Participating Texas Subdivision as set forth in the Kroger Texas Settlement.
10. In connection with the releases provided for in the Kroger Texas Settlement, each Texas Political Subdivision expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Texas Political Subdivision hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Texas Settlement.

11. The Texas Political Subdivision acknowledges, agrees, and understands that the Maximum Texas Settlement Amount to be paid under the Kroger Texas Settlement for the benefit of the Participating Texas Political Subdivision, is less than or equal to the amount, in the aggregate, of the Alleged Harms allegedly suffered by the governmental entity, constitutes restitution and remediation for damage or harm allegedly caused by Kroger in order to restore, in whole or part, the governmental entity to the same position or condition that it would be in had it not suffered the Alleged Harms; and constitutes restitution and remediation for damage or harm allegedly caused by the potential violation of a law and/or is an amount paid to come into compliance with the law.
12. Nothing herein is intended to modify in any way the terms of the Kroger Texas Settlement Agreement, to which the Texas Political Subdivision hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Texas Settlement, the Kroger Texas Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Texas Political Subdivision.

Signature: _____
Name: James Childers
Title: Town Manager
Date: _____



TOWN COUNCIL AGENDA J.6. CONSENT ITEM(S)

DATE: December 2, 2024
FROM: Jeremy Brudwick, Grants and Financial Analyst
ITEM: **Consider approval of a resolution authorizing the adoption of the Program Year 2023 Consolidated Annual Performance & Evaluation Report for the Community Development Block Grant; and authorization for the Mayor to execute same on behalf of the Town and submit to the U.S. Department of Housing and Urban Development.**

BACKGROUND: This item is to consider approval of a resolution adopting Flower Mound's Program Year 2023 Consolidated Annual Performance & Evaluation Report (CAPER). The CAPER is required under the Town's Community Development Block Grant (CDBG). It describes the Town's progress in carrying out the housing and community development strategies identified in the Program Year 2020-2024 Consolidated Plan, which was submitted to the U. S. Department of Housing and Urban Development (HUD) in August of 2020. In 2002, HUD recognized Flower Mound (the Town) as an Entitlement Community and awarded the Town a Community Development Block Grant (CDBG). Since that time, Flower Mound has received \$4,945,433 in funding under this CDBG (this includes the total for the 2024 Program year).

Receipt of grant funding is conditioned upon Flower Mound implementing and adhering to the Consolidated Plan, which identifies long-term strategies and annual activities that assist the Town's low- and moderate-income residents. Flower Mound's Program Year 2023 Annual Action Plan was approved by the Town Council on August 7, 2023. During this period, the Council designated available CDBG funds to be used: (1) for planning and administration; (2) for the Residential Rehabilitation Program and (3) to subsidize a call-in transportation service for the Town's elderly and/or those with disabilities. The CAPER describes the ways in which the Town leveraged both federal and non-federal dollars to achieve these goals.

BOARD REVIEW/CITIZEN FEEDBACK: Grant staff held a public hearing on November 15, 2024 to discuss the CAPER. The CAPER was also available for public comment for 30 days. No comments were received.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: No alteration to the legal content of this resolution was made, which had originally been approved by Taylor, Olson, Adkins, Sralla, & Elam L.L.P.

ATTACHMENTS:

1. CAPER 2023 Resolution
2. Proposed Program Year 2023 CAPER
3. Transmittal Letter

4. CPMP worksheet

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

**TOWN OF FLOWER MOUND, TEXAS
RESOLUTION NO. _____**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, PROVIDING FOR THE ADOPTION OF FLOWER MOUND'S PROGRAM YEAR 2023 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM; AUTHORIZING THE MAYOR TO EXECUTE SAID REPORT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a Consolidated Annual Performance and Evaluation Report must be adopted by the Town of Flower Mound (the "Town") in order to fulfill the requirements of the Housing and Community Development Act of 1974, as amended, the National Affordable Housing Act of 1990, as amended, the Stewart B. McKinney Act of 1987, as amended, and Title 24, Part 91.520 of the Code of Federal Regulations; and,

WHEREAS, the Consolidated Annual Performance and Evaluation Report has been made available for public review and comment for a period of thirty (30) days; and,

WHEREAS, the Town's Community Development Block Grant staff held a public hearing to allow for public comments regarding the Consolidated Annual Performance and Evaluation Report; and,

WHEREAS, the Town Council of the Town has determined that it is in the best interest of the residents of the Town to adopt the Consolidated Annual Performance and Evaluation Report for 2023, and to authorize the Mayor to execute said report on behalf of the Town, in order to comply with the requirements of the Housing and Community Development Act of 1974, as amended, the National Affordable Housing Act of 1990, as amended, the Stewart B. McKinney Act of 1987, as amended, and Title 24, Part 91.520 of the Code of Federal Regulations.

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

SECTION 1

All of the above premises are hereby found to be true and correct legislative and factual findings of the Town, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

SECTION 2

The Town's Program Year 2023 Consolidated Annual Performance and Evaluation Report, attached hereto as "Exhibit A," is hereby adopted.

SECTION 3

The Mayor is authorized to execute the Program Year 2023 Consolidated Annual Performance and Evaluation Report on behalf of the Town and submit it to the U.S. Department of Housing and Urban Development prior to December 31, 2024.

SECTION 4

This Resolution shall become effective on and after its date of adoption.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ON THIS THE 2ND DAY OF DECEMBER, 2024.

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The Consolidated Annual Performance and Evaluation Report (CAPER) contains information about the Town of Flower Mound's accomplishments during the fourth year of our community's five-year Consolidated Plan (2020-2024) for Housing and Community Development. The report reflects Flower Mound's implementation of outcome performance measurement requirements described in the Federal Register Notice dated March 7, 2006. It also provides a description of how our jurisdiction's program provided new or improved availability/accessibility, affordability, sustainability of decent housing; a suitable living environment; and economic opportunity for Flower Mound's low-and moderate-income residents.

The Town of Flower Mound is an entitlement community under the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Program. During the 2023 Program Year (PY), October 1, 2023 through September 30, 2024, \$278,855.00 in CDBG funds were made available to the Town of Flower Mound to further the objectives of our Consolidated Plan, which began in Program Year 2020 and will end in Program Year 2024.

Flower Mound expended \$181,539.66 in CDBG funds and leveraged Town General funds during the year to help address identified housing, homeless, community development, anti-poverty, and other special needs. The investments were allocated based on citizen input; research and analysis to identify service level weaknesses and areas of need; and Town Council goals and priorities. The Town's Program Year 2023 Annual Action Plan identified three specific objectives that were to be achieved during the year, using CDBG funds, and are reaffirmed in this annual report:

- Preserve the Town's existing housing stock through the Residential Rehabilitation Program.
- Offer transportation services for the Town's elderly who are 65 years or older and adults with severe disabilities who are 18 years or older.
- Carry out planning and program administration activities.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and

explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Planning and Administration	Planning and Administration	CDBG: \$	Other	Other	1	0	0.00%	1	0	0.00%
Preserve Existing Housing Stock	Affordable Housing	CDBG: \$	Homeowner Housing Rehabilitated	Household Housing Unit	15	10	66.67%	3	2	66.67%
Transportation Services	Non-Homeless Special Needs	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	125	103	82.40%	25	59	236.00%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

Preserve the Town's Existing Housing Stock: Successfully completed two projects to assist low-to moderate-income homeowners with interior and exterior home rehabilitation as part of the Town's Residential Rehabilitation Program.

Town-wide Transportation Service: Subsidized 2,061 one-way rides to 59 of the Town's elderly residents who are 65 or older or residents with

severe disabilities who are 18 years or older.

Planning and Administration: Continued to fund the administration costs of the CDBG Program, including contract administration, publication of public notices, office equipment and supplies, planning, monitoring, and all other related expenses.

Assist Social Service and Cultural Arts Providers: Allocated \$225,800 in Town General Funds to 17 agencies and organizations that are actively engaged in the provision of social services and cultural arts in Flower Mound.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	43
Black or African American	7
Asian	9
American Indian or American Native	0
Native Hawaiian or Other Pacific Islander	0
Other multi-racial OR Unknown	2
Total	61
Hispanic	3
Not Hispanic	58

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

The Town's housing rehabilitation program accounted for about 20 percent of the total CDBG funding allocated to the Town in PY 2023. In PY 2023, two homes were rehabilitated using CDBG funds. Of the two households assisted, both were White. These are reflected in the count above.

Additionally, the Town's transportation service helped subsidize 2,061 one-way rides to 59 of the Town's elderly residents who are 65 or older and/or residents with severe disabilities who are 18 years or older with CDBG funds. Of these riders, 41 were White (two of which were Hispanic), nine were Asian and seven were African American. An additional 1,471 rides were subsidized using a grant received by SPAN, the Town's contracted provider for the service.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	278,855	181,539.66

Table 3 - Resources Made Available

Narrative

In the 2020-2024 Consolidated Plan, the Town of Flower Mound identified the preservation of existing housing stock as a priority. The Town currently offers a Residential Rehabilitation Program to address this need. This program was not limited to a specific geographic area but is only for low-to-moderate income homeowners that live within the Town of Flower Mound city limits. \$56,732.84 or about 20 percent of the Town's total 2023 CDBG allocation was dedicated to housing rehabilitation projects for low-to-moderate income homeowners.

The Residential Rehabilitation Program is designed to assist low-and moderate-income homeowners in Flower Mound with the rehabilitation of their single-family, owner-occupied houses. The program pays for rehabilitation up to \$60,000. As mentioned, in PY 2023, \$278,855 in CDBG funds were allocated for the program, and a total of two homes were completed utilizing those funds.

Additionally, in its 2020-2024 Consolidated Plan, the Town of Flower Mound identified Town-wide transportation as a priority. The Town-wide transportation program provides transportation to locations within the Town of Flower Mound, the City of Lewisville, the City of Denton and the City of Highland Village and is only for Town of Flower Mound residents aged 65 or older and/or residents who are 18 or older with a severe disability. In PY 2023, \$33,274.56 or about 12 percent of the Town's total 2023 CDBG allocation was dedicated to the Town-wide Transportation Program. The Town contracts with Special Programs for Aging Needs (SPAN) to provide the service and, if needed, supplements the CDBG funds with Town General Funds.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Town of Flower Mound	100	100	

Table 4 – Identify the geographic distribution and location of investments**Narrative**

Because of the limited size of the Town's allocation of CDBG funding, the Town's Community Development Block Grant Executive Advisory Committee decided not to target a certain area or region of the Town to focus its programming efforts. All the activities implemented using CDBG funds are open to all qualified residents of Flower Mound and are intended to have a town-wide benefit.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The Town of Flower Mound's Financial Services Division is the lead agency for the administration of CDBG funding. To effectively implement the Community Development Plan, Financial Services utilizes CDBG funds as well as resources allocated by the Town Council. The Town Council makes available about \$200,000 a year in General Fund resources to fund agencies that are actively engaged in the provision of social services and cultural arts in Flower Mound.

No publicly owned land or property was used to address the needs identified in the Town's plan.

There are no match requirements for CDBG funds.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	3	2
Number of Special-Needs households to be provided affordable housing units	0	0
Total	3	2

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	3	2
Number of households supported through Acquisition of Existing Units	0	0
Total	3	2

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The Town of Flower Mound proposed to use 80 percent of its 2023 CDBG allocation to fund the rehabilitation of homes owned and occupied by low-to-moderate income households. It was anticipated that three households would be served through the Town's Residential Rehabilitation Program.

Two households were assisted through the Residential Rehabilitation Program. These two homes are reflected in the count above.

Discuss how these outcomes will impact future annual action plans.

The Town is on track to meet all of the goals established in its 2020-2024 Consolidated Plan. This CAPER summarizes the accomplishments of the fourth year of that plan. The Town will make every effort to stay on track moving forward and does not anticipate any issues in doing so.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	0	0
Low-income	0	0
Moderate-income	2	0
Total	2	0

Table 7 – Number of Households Served

Narrative Information

Beginning in PY 2020, the Town of Flower Mound decided to focus its housing rehabilitation efforts on its Residential Rehabilitation Program. Previously, the Town's Minor Home Repair Program was instituted to provide an additional outlet for accomplishing the Town's goal of supplying decent, safe, sanitary, and affordable housing; correcting health and safety hazards in deteriorated housing; and expanding the useful life of existing housing units. However, the Town found that the majority of residents seeking assistance with repairs on their homes, needed more than the maximum \$15,000 of assistance provided through the Minor Home Repair Program, especially when faced with rising construction and material costs.

One hundred percent of all CDBG funding for the Town's Residential Rehabilitation Program was dedicated to persons of low-to-moderate income. Two homes were completed in PY 2023. Of the two homes completed, 100% were occupied by moderate-income homeowners. The two homes completed through the Town's Residential Rehabilitation Program are reflected in the count above.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Outreach to persons experiencing homelessness continued to be carried out by the Town's partners, such as Journey to Dream and Christian Community Action (CCA), each of which play a major role in advocating for and addressing the needs of the most vulnerable members of our community. Flower Mound continued to allocate a portion of its General Funds to support Journey to Dream and its efforts to provide support to a growing population of homeless teens, including life skills training and access to community resources. Additionally, the organization runs Kyle's Place, which is a transitional living program for homeless and foster youth. Aside from giving teens a safe place to sleep and basic necessities, Kyle's Place offers programs and the support homeless youth need to get back on their feet and succeed. A portion of the Town's General Fund dollars also went to support Christian Community Action and its efforts to prevent homelessness, including rental assistance, a food pantry and comprehensive case management. In PY 2023, the Town allocated \$225,800 in general funds to fund agencies that are actively engaged in the provision of social services and cultural arts in Flower Mound.

The Town also continued its involvement with the Denton County Homeless Coalition (DCHC). DCHC conducts monthly meetings, which are attended by representatives from area cities, service providers and faith-based groups. The meetings provide a forum for problem solving, information sharing and referral services. Agencies that serve a wide variety of special needs in locations throughout the cities of Flower Mound, Lewisville and Denton regularly attend and participate. These meetings provide an opportunity for collaboration between the Town of Flower Mound and these organizations that work to assist the homeless and address their needs.

Addressing the emergency shelter and transitional housing needs of homeless persons

The Town of Flower Mound does not receive Emergency Shelter Grant (ESG) funding. However, the Town continued to participate in the Denton County Homeless Coalition. This network of service providers and other relevant parties serves as a catalyst for developing and providing needed services to those individuals and families who are homeless or at risk of homelessness in the county, such as emergency shelter and transitional housing.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections

programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The Town of Flower Mound made available \$225,800 in General Fund resources to fund agencies that are actively engaged in the provision of social services and cultural arts in, and for, the residents of Flower Mound. Some of these organizations included Journey to Dream, an organization that provides support to a growing population of homeless teens, including life skills training and access to community resources; PediPlace, an organization that provides primary care pediatric health services to children with limited access to care; and Denton County Friends of the Family, an organization that provides supportive services to those impacted by relationship violence and sexual assault.

Additionally, the Town of Flower Mound continued to participate in the Denton County Homeless Coalition. This network of service providers and other relevant parties serves as a catalyst for developing and providing needed services to those individuals and families who are homeless or at risk of homelessness in the county.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The Town continued its support of helping homeless and potentially homeless individuals by allocating General Funds to local social service agencies that are working to address this challenge, such as Journey to Dream. The Town also continued its participation in the Denton County Homeless Coalition, which brings together those fighting to end homelessness in Denton County, such as local service providers, churches, and governments.

The Town of Flower Mound also supplements the work of various Town-funded social service agencies to end chronic homelessness by promoting the preservation and maintenance of existing homes through its Residential Rehabilitation Program.

The Town continues to carry out these programs and support these various organizations and agencies in order to address this challenge in a coordinated and proactive manner that reduces duplication of effort as much as possible.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

This section is not applicable, as the Town of Flower Mound does not have a public housing authority. The Town also does not receive or administer funds for assisted housing. There are no plans for public housing in Flower Mound at this time. However, surrounding communities do administer assisted housing programs to residents of Flower Mound, such as the Denton Housing Authority, which currently provides assistance to a number of families in Flower Mound.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

N/A

Actions taken to provide assistance to troubled PHAs

N/A

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

During the 2023 Program Year, the Town's SMARTGrowth Commission and Planning and Zoning Commission continued their periodic review of development criteria to help mitigate the ill effects of overcrowding and congestion, including overburdened infrastructure, facilities, schools, and services. Examples of these efforts include:

- The Planning and Zoning Commission met regularly throughout the year. The members used Flower Mound's SMARTGrowth criteria to ensure growth does not occur at the expense of environmental quality, community character, or quality of life of the Town's residents. Commission members followed residential density criterion and the Town's Master Plan when reviewing residential development requests, which allowed for a wide range of housing opportunities.
- The SMARTGrowth Commission also met during the year, which provided an opportunity for members to discuss any potential issues with the SMARTGrowth criteria.

Additionally, The Fair Housing Committee continued its routine review of the Town's zoning and subdivision ordinances, building codes and impact fees; and when necessary, will bring any potential impediments to the attention of management and the Town Council. Examples of these efforts include:

- The Town's Planning Services Division is represented on the Town's Fair Housing Committee. This Division reviews, administers and enforces Town codes and regulations pertaining to the development of commercial and residential property through the planning and zoning process. During the year, no impediments were identified that needed to be brought to the attention of management and the Town Council.
- The Town's Building and Inspections Division is represented on the Fair Housing Committee. This Division reviews building codes and enforces building, electrical, plumbing and mechanical code regulations within Flower Mound. Permits are required before performing any new construction or addition, alteration or repair of existing buildings, structures, plumbing, electrical or mechanical work. During the year, no impediments were identified that needed to be brought to the attention of management and the Town Council.
- The Development Services Department is represented on the Fair Housing Committee. This Department reviews impact fees and provides planning, design review, implementation, quality control and maintenance for the Town's infrastructure system and improvement projects. During the year, no impediments were identified that needed to be brought to the attention of management and the Town Council.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

Limited funding and resources to address the most complicated situations are the primary obstacles to meeting underserved needs in Flower Mound. However, the Town did allocate more than \$220,000 in General Fund dollars to its social service partners to help meet the basic unmet needs of residents, including food, medical care, clothing, and emergency housing assistance.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

During the 2023 Program Year, the Town of Flower Mound continued to demonstrate its commitment to the eradication of lead-based paint hazards in the community.

In 2003, the Town formed a Lead-based Paint Task Force to determine what activities needed to be taken to reduce any existing or potential lead-based paint hazards and ensure compliance with the Lead-based Paint Hazard Reduction Act of September 15, 2000. During the year, the Task Force (a) researched and analyzed Flower Mound's ordinances, laws, regulations, public policies, practices, procedures, records, and reports for any references to lead-based paint; (b) identified the locations of the 859 homes in Flower Mound built before 1978; and (c) obtained and developed educational materials about the dangers of lead-based paint. These materials were made available for public access at Town Hall and posted on the Town's website.

Based on the Task Force recommendations, the Town's Environmental Services Department was identified as Flower Mound's point of contact for lead-based paint issues. This Department continued to maintain and update the supply of educational materials available at Town Hall, as well as information on the Town website.

The Town currently sponsors the Residential Rehabilitation Program that is carried out through the Community Development Block Grant Program. For this program, occupants of units constructed prior to 1978 receive proper notification of Lead-Based Paint (LBP) hazards and all projects are subject to the implementation of the Federal Lead-Based Paint Regulations in accordance with the most recently published CDBG grant management manual chapter on Lead-Based Paint.

During the 2023 Program Year, none of the homes rehabilitated had a construction date prior to 1978.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The Town of Flower Mound's actions to help reduce the number of poverty-level families during the 2023 Program Year included economic development activities, tax exemptions for the disabled and senior citizens, leveraging resources and serving as a referral source:

- Economic Development: 4.3% of Flower Mound families live below the poverty level (compared to 7.8% in Denton County, 13.7% in Texas and 11.1% in the United States), according to the

Census Bureau's QuickFacts information. Additionally, the Town's unemployment rate of 3.8% is lower than Denton County's rate of 4.1%, lower than the State's rate of 5.4%, and the Nation's rate of 5.5%, according to the American Community Survey 2021 5-Year Estimates. Flower Mound's lower rate can be attributed to the Town's proximity to numerous major employers and educational institutions throughout the Dallas-Fort Worth area. However, it is important to note that within Town limits, only 21% of the tax base is commercial. While Flower Mound's property, county and school taxes are among the lowest in the surrounding area, 79% of the Town's tax base is comprised of residential development, placing a disproportionate tax burden on homeowners. Community efforts during the past few years have resulted in an increase in commercial properties in Flower Mound. During the 2023 Program Year, Town staff continued their efforts, with the help of the local Chamber of Commerce, to provide business and retention development programs with incentives for economic development. As a result, in PY 2023, 19 new commercial permits were issued.

- **Tax Exemptions:** In Program Year 2023, the Town maintained the exempted amount of the appraised value of residence homesteads for those with disabilities and individuals 65 years of age or older at \$100,000. Additionally, the Town recently approved a 12.5% homestead exemption for all Flower Mound homeowners that will take effect on their 2023 property tax bill.
- **Leveraging Resources:** Town staff continued to liaison with community agencies established to provide the necessary resources for affordable housing and other needed services through outlets such as the Denton County Homeless Coalition. Some of these organizations include the Denton Housing Authority, which offers rental assistance and self-sufficiency training; the Denton Workforce Center/Texas Workforce Commission, which offers training and supportive services leading to employment; the Texas Department of Housing and Community Affairs; and the Denton County Housing Finance Corp., which offers homebuyer assistance.
- **Referral Source:** To help ensure that residents needing services are aware of available local providers, Town staff maintained established links to service providers on the Town website. In addition, the Town continued to post information about available job training, job search and financial management workshop opportunities on the Town's website, at the Town library and on the Town's cable television station.

These actions assisted in reducing the number of poverty-level families in Flower Mound by increasing local employment opportunities, reducing homeowner costs for senior citizens and those with disabilities and providing a referral network for those families seeking rental and other assistance.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The Town continued to promote and emphasize the need for greater coordination between all social service agencies active in the Flower Mound area to minimize duplication of efforts. This was carried out through outlets such as the Denton County Homeless Coalition meetings. Efforts to enhance coordination between local agencies, both public and private, will ensure that the information available is comprehensive, needs are being properly addressed and resources are being maximized.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The Town of Flower Mound continued to share information and leverage funds with area public and private housing, health, and social service agencies. This helps ensure that access to needed services is available. The Town also continued to liaison with the Denton County Housing Authority, the Denton County Housing Finance Corporation and area lenders, through means such as the meetings of the Denton County Homeless Coalition, an organization that includes a network of public and private housing, health, and social service representatives throughout Denton County.

The Town continues to make staff available as a referral source for families with low-to-moderate incomes to assist them in obtaining rental assistance or below-market interest rate mortgage loans and down payment assistance through local lenders. Additionally, the Town continued to maintain the links to housing rights, access groups and other service providers on the Flower Mound website.

Finally, the Town continued its participation in HUD-sponsored activities, which are informative and offer a ready network of Community Development Block Grant representatives and advisors.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The Town of Flower Mound continues to demonstrate its commitment to overcoming the effects of impediments to fair housing choice. This position was solidified in 2012 when the Town passed a Fair Housing Ordinance, which declared the Town's commitment to ensure fair housing opportunities for all citizens, regardless of race, color, religion, handicap, sex, familial status, or national origin. This ordinance was unanimously approved by the Town Council.

During the 2023 Program Year, The Fair Housing Committee conducted its annual review of the Town's Analysis of Impediments to Fair Housing Choice. No overt barriers to fair housing were identified in the analysis. However, the Fair Housing Committee discussed a few items that the Town should do to ensure that unanticipated barriers do not develop in the future. These items and the efforts the Town took to address them in the 2023 Program Year are listed below.

- The SMARTGrowth Commission continued its periodic review of development criteria to help mitigate the ill effects of overcrowding and congestion, including overburdened infrastructure, facilities, and services.
- The Fair Housing Committee continued its routine review of the Town's zoning and subdivision ordinances, building codes and impact fees; and when necessary, commits to bringing any potential impediments to the attention of management and the Town Council.
- The Economic Development Department continued to work closely with the Chamber of Commerce to provide business and retention development programs with incentives for economic development. As a result, in PY 2023, 19 new commercial permits were issued.

- The Financial Services Department continued to foster partnerships with community agencies established to provide the necessary resources for affordable housing and identifying populations such as the elderly, youth, and female head-of-households living below the poverty level. This was done through the outlet of the Denton County Homeless Coalition, where the Town's Grants and Financial Analyst serves as the Town's representative. The Town also provided General Fund financial assistance to organizations that provide services to Flower Mound residents during the year. One such organization, Christian Community Action, provides financial and non-financial resources to residents of Flower Mound through its family assistance services, back-to-school program, Christmas program and food pantry.
- The Library Services Department continued to ensure that residents with poverty-level incomes are made aware of job training, financial management and job search workshop opportunities at the Town of Flower Mound Library. Additionally, the Library provides online databases related to the job search process and educational assistance. In Program Year 2023, 340 job views/job-related sessions were accessed through these databases. These databases were available both onsite and remotely, which allowed residents access any time of day. Finally, the Library continued to purchase new books that relate to resume writing, interviewing, testing, and starting a small business.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The Town of Flower Mound continually monitors programs and projects to ensure compliance with all applicable laws and regulations.

Financial Services staff administers financial monitoring for all projects, programs and activities funded by CDBG. They ensure that all drawdowns are made after all ledgers and records have been reconciled and approved. Additionally, the financial operations and expenditures of the Town are audited on an annual basis by an independent accounting firm.

To ensure compliance with grant requirements, effectiveness in solving neighborhood and community problems, as well as adherence to the goals laid out in the Town's five-year Consolidated Plan and 2023 Annual Action Plan, Town staff conducted monitoring of all operational projects identified in the Annual Plan. Technical assistance is provided on a continuing basis.

During the 2023 Program Year, no problems or issues were identified in either of the Town's CDBG projects that needed to be corrected during the review.

Additionally, under the Town's Residential Rehabilitation Program, Town staff administers and continuously monitors all projects implemented under this program. Projects requested by residents are thoroughly evaluated for adherence to the program guidelines, including income eligibility. An environmental compliance checklist is completed for each project and the potential repairs are assessed for eligibility during an on-site evaluation by staff.

As a result of this careful management and monitoring, Flower Mound's CDBG-funded programs continue to have a positive effect on solving neighborhood and community problems, especially in regard to reducing the potential for homelessness. While progress is slow due to a lack of available funding, our community is meeting priority needs and specific objectives that will help to make Flower Mound's vision of the future a reality. By collaborating and leveraging funds, we were able to provide opportunities for our low-and moderate-income residents to have access to decent housing, a suitable living environment, and expanded economic opportunity.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The Town's Citizen Participation Plan requires the Town to post public notices for performance reports in the newspaper and on the Town website to ensure that interested groups, agencies, organizations, and individuals have an opportunity to provide comments regarding Flower Mound's use of federal grant funds under the Community Development Block Program. These requirements were designed especially to encourage participation by low- and moderate-income residents.

During the thirty-day comment period, a copy of the report is posted on the Town website, www.flowermound.gov, at Town Hall, located at 2121 Cross Timbers Road, and at the Flower Mound Library, located at 3030 Broadmoor Lane. Additionally, on November 15, 2024, a public hearing was held at Flower Mound's Town Hall in the Council Chambers. This meeting place is easily accessible to all Town residents, including those with disabilities. All meeting notices and the Town website noted that translation services are available upon request and that persons with disabilities would also be accommodated upon request. Public notices announcing the hearing were issued at least 10 days prior to the hearing date. Information about the public hearing was published in the Denton Record-Chronicle, displayed at Town Hall in an area easily visible to all who entered the building, and posted on the Town website.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

There were no changes to the Town of Flower Mound's regular program objectives. The Town of Flower Mound continues to work toward all the goals established in its 2020-2024 Consolidated Plan.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

There were no changes to the Town of Flower Mound's regular program objectives. The Town of Flower Mound continues to work toward all the goals established in its 2020-2024 Consolidated Plan.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	0	0	0	0	0
Total Labor Hours					
Total Section 3 Worker Hours					
Total Targeted Section 3 Worker Hours					

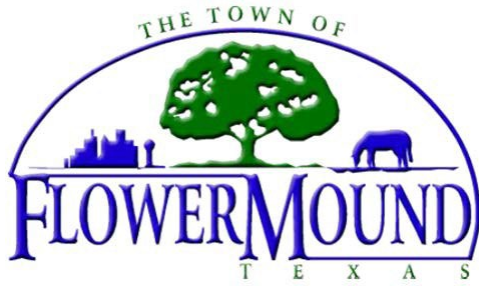
Table 8 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers					
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.					
Direct, on-the job training (including apprenticeships).					
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.					
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.					
Provided or connected residents with supportive services that can provide direct services or referrals.					
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding child care.					
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					
Other.					

Table 9 – Qualitative Efforts - Number of Activities by Program

Narrative

N/A



December 2, 2024

Ms. Shirley Henley
Director of Community Planning & Development
U. S. Department of Housing and Urban Development
Fort Worth Regional Office, Region VI
307 W. 7th Street, Suite 1000
Fort Worth, TX 76102

Dear Ms. Henley:

We are pleased to submit the Consolidated Annual Performance and Evaluation Report for the Town of Flower Mound for the period of October 1, 2023 through September 30, 2024. This report was approved by our Town Council on December 2, 2024 and describes our jurisdiction's progress in carrying out the housing and community development strategies identified in our Program Year 2020-2024 Consolidated Plan. During the year, our community leveraged both federal and non-federal dollars to offer a number of services which both directly and indirectly benefited Flower Mound's low and moderate-income citizens. This included providing housing rehabilitation for low-to moderate-income residents and subsidizing call-in transportation service for the Town's elderly and those with severe disabilities.

If you have any questions or need additional information, please do not hesitate to contact Jeremy Brudwick, Grants and Budget Analyst, at (972) 874-6040 or email him at Jeremy.Brudwick@flowermound.gov.

Sincerely,

Cheryl Moore
Mayor

Enclosures

cc: Angela S. Klice, Fort Worth CPD Representative



Town of Flower Mound		UOG: TX481824 FLOWER MOUND ▼
Street Address: 2121 Cross Timbers Road		Organizational DUNS 02-794-1160
Street Address Line 2		Organizational Unit: Grant Services
City: Flower Mound		Department: Accounting & Budget
Texas	ZIP 75028	Country U.S.A.
County: Denton		Division: Financial Services
		Program Year Start Date (10/01/2023)

Employer Identification Number (EIN): 75-1366210	
Applicant Type:	Local Government: Township ▼ Specify Other Type

Person to be contacted regarding this application:		
First Name: Jeremy	Middle Initial:	Last Name: Brudwick
Title: Grants and Budget Analyst	Phone: 972-874-6040	Fax: 972-874-6460
Jeremy.Brudwick@flowermound.gov	Grantee Website: www.flowermound.gov	Other Contact: Meg Jakubik

"To the best of my knowledge and belief, all data in this application are true and correct, the document has been duly authorized by the governing body of the applicant, and the applicant will comply with the attached assurances if the assistance is awarded."

Name: Cheryl Moore	Date: 12/02/24
Title: Mayor	(MM/DD/YY)

CPMP Main
Worksheet



TOWN COUNCIL AGENDA J.7. CONSENT ITEM(S)

DATE: December 2, 2024
FROM: Lori Linn-Gosser, Municipal Court Administrator
ITEM: **Consider approval of an ordinance to reappoint Presiding Municipal Judge Alissa Janke for the period of January 1, 2025, through December 31, 2026.**

BACKGROUND: Alissa Janke was appointed to serve as Presiding Municipal Judge on July 15th, 2024 to serve the remaining term as vacated from August 1, 2024, through December 31, 2024, by Judge Tasker. State law dictates a two-year term for the Presiding Judge. In addition, any action of the governing body regarding the appointment must be done by ordinance.

The attached draft ordinance allows for a two-year renewal term of January 1, 2025, through December 31, 2026.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$128,520

Proposed Expenditure/(Revenue)
\$128,520

Account Number(s):
100-650-56000-5110

The above fiscal impact and proposed expenditure is designated for all judicial services provided to the Municipal Court and Police Department.

LEGAL REVIEW: No alteration to the legal content of this ordinance was made, which had originally been approved by Taylor, Olson, Adkins, Sralla, & Elam L.L.P.

ATTACHMENTS:

1. Ordinance Presiding Judge 2025-2026

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

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS APPOINTING THE JUDGE OF THE MUNICIPAL COURT OF RECORD IN THE TOWN OF FLOWER MOUND; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound is a home rule city 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 has created a municipal court of record pursuant to Chapter 30 of the Texas Government Code; and,

WHEREAS, Chapter 30, Section 30.00006, of the Texas Government Code relating to municipal courts of record provides that the governing body shall by ordinance appoint its municipal judges; and,

WHEREAS, pursuant to the section 4.04.1 of the Town Charter and section 26-51 of the Town's Code of Ordinances, the Town Council shall have the right and authority to name judges and/or associate judges to preside over the judicial functions for the Flower Mound Municipal Court of Record; and

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

SECTION 1

It is hereby found that the office of Municipal Judge of the Town of Flower Mound, Texas is of benefit to the State of Texas and to the Town of Flower Mound.

SECTION 2

Alissa Janke is hereby appointed as Municipal Judge of the Town of Flower Mound Municipal Court of Record to begin on January 1, 2025, and to expire on December 31, 2026. At the expiration of said term, in accordance with Article 16, Section 17 of the Texas Constitution, Alissa Janke shall continue to serve until the Municipal Judge's successor shall be duly qualified.

SECTION 3

In accordance with Section 30.00007, Texas Government Code, Alissa Janke shall serve as Presiding Judge of the Town of Flower Mound Municipal Court of Record with all attendant rights and duties thereto. In addition, Alissa Janke shall perform those duties and responsibilities provided in Exhibit "A" attached hereto and incorporated herein.

SECTION 4

- A. As compensation for all required services, the Town agrees to pay to the Presiding Judge according to a flat rate per job duty according to the following schedule:

Monthly Stipend for administrative duties such as preparing monthly written schedule setting the judge's duties, annual review of judicial orders, confidentiality policy, court security plan, and youth diversion program agreement, scheduling and attending judges' meetings with Municipal Court and Police Department staff as needed, conducting administrative hearings as needed, review of jail documents and all other necessary duties to ensure operation soundness.	\$600
Magistrate Duties including jail arraignments (in person or online), reviewing and executing arrest or search warrants and being available during a 24-hour period for "on call".	\$185 Flat rate each day
Full Court Date morning and afternoon dockets (including signing documents).	\$800
Half Court Date morning or afternoon dockets (including signing documents).	\$400
Signing Court Documents (non-docket day)	\$75

B. In the event the Presiding Judge is required to testify at a court proceeding relative to his duties as Judge, the Judge shall be entitled to receive compensation at an amount of \$100.00 per half day of appearance in court, to be approved by the Town in advance of such testimony, when feasible.

C. The Presiding Judge shall send a bill to the Town once per month not later than the fifth day of each month. The bill shall indicate each date that the Judge performed a compensable duty outlined in above, the duty performed, and the applicable flat daily rate. The bill shall also provide a total invoiced amount for the month.

D. The Town shall pay the Presiding Judge once per month within twenty-one (21) days from the date the invoice is received by the Town unless the invoice is disputed by the Town, in which instance the Town may withhold the amount(s) of the disputed charges until such dispute is settled.

E. The Town understands and agrees that certain judicial training is mandated by the State of Texas for the Judge. Such training and expenses associated with such training, and payment, therefore, shall be coordinated with the Municipal Court Administrator in advance of any such training. The Presiding Judge will not be otherwise compensated for such training.

SECTION 5

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the Town of Flower Mound, Texas, as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting provisions of such ordinances and such code are hereby repealed.

SECTION 6

It is hereby declared to be the intention of the Town Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance, since same would have been enacted by the Town Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section, and said remaining portions shall remain in full force and effect.

SECTION 7

This Ordinance shall take effect and be in full force from and after the date of its passage and publication.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS BY A VOTE OF _____ TO _____, ON THIS 2nd DAY OF DECEMBER, 2024.

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

Exhibit "A"
Duties and Responsibilities
Presiding Judge, Town of Flower Mound

Duties.

- a. The Presiding Judge shall perform the functions and duties specified in the applicable sections of the Town Charter and Town Ordinances and shall perform such other legally permissible and proper duties and functions as the Town shall assign from time to time. The Judge shall provide the Town Council with semi-annual updates of matters regarding the Flower Mound Municipal Court and magistrate duties, and such updates shall be presented by the Judge to the Town Secretary (for distribution to the Town Council) within twenty (20) calendar days following:

December 31, of each calendar year

June 30, of each calendar year (to be presented in person)

Additional reporting may be presented as deemed necessary by the Judge. Upon request of the Mayor or Town Council, such updates may be presented at a scheduled Town Council meeting.

- b. The Presiding Judge shall perform all services and duties customarily performed by a judge of a municipal court in the State of Texas.
- c. The Presiding Judge is required to keep abreast of state law and local ordinances, including state-mandated fees for the Flower Mound Municipal Court. Although a recognized function of judicial discretion, the Judge shall endeavor to enforce the law consistently and within suggested state guidelines and pursuant to the Standing Orders and shall be uniform and consistent in the implementation of judicial policy in accordance with State law and local ordinances. The Judge shall apply the law and enter judgments in accordance with State law and local ordinances, shall abide by all mandatory provisions of the law, and shall not create or apply exceptions where none exist under law. Judicial discretion shall only be applied where allowed under law.
- d. The Presiding Judge shall operate within the docket schedule prepared and coordinated by the Judge, the Court Administrator, the Municipal Court Prosecutor, the Town Attorney and the Town Manager, or designees thereof. The Judge shall timely perform all duties, including, but not limited to, the dockets set forth in the docket schedule.

Standing Orders.

- a. The Town Council desires uniformity and consistency in the implementation of judicial policy in accordance with state law and local ordinances. Therefore, the Judge shall utilize the "Bench Book" produced by the Texas Municipal Court Education Center.

- b. The Presiding Judge shall promulgate and maintain judicial policies and procedures for insertion into "Standing Orders" which addresses the daily administration of the municipal court and trial procedures, for matters such as dismissals, installment payments, deferred disposition, and continuances. The Court Administrator will be available for consultation and comment with regard to any proposed procedures should the Presiding Judge so desire. The Town will provide the necessary secretarial staff to the Judge for clerical assistance. The Standing Orders shall be signed by each judge appointed by the Town Council. Any changes to the Standing Orders must be in writing and signed by the Presiding Judge prior to incorporation. No policy will be implemented by the clerks of the court prior to the same being in written form and executed by the Presiding Judge. Court clerks will not enforce oral policies.
- c. The Presiding Judge shall adhere to the Standing Orders.

On Call Procedures.

- a. A written schedule setting the assigned judges' duty report days shall be created and provided by the Presiding Judge to the Court and to the Police Department on a monthly basis no later than two (2) days prior to the end of the previous month. Each day of the month shall have an assigned judge on duty for arraignments and on duty for the scheduled court sessions. Duty days for the assigned judge shall begin at 12:00 a.m. (midnight) and continue for the next twenty-four (24) hours. Changes to the "On Call" status shall be made by agreement between the Judge and any alternate judges; any modification to the schedule shall be submitted to the Court and to the Police Department, in writing, including the effective date, seven (7) days (or within a reasonable amount of time) prior to any previously established schedule, excluding exigent circumstances. It is the responsibility of each judge to notify the Court and the Police Department of current telephone numbers and locations where the "On Call" judge may be reached while on duty if said number or locations are different from any such numbers or locations on file.
- b. The Presiding Judge, when "On Call", must return calls within thirty (30) minutes. In the event the Presiding Judge fails to respond within thirty (30) minutes, an Alternate Judge may be called.

Municipal Court Operations.

- a. The Presiding Judge and Court Administrator shall coordinate a specific date and time, two (2) days per week, to allow the Judge to review and execute all necessary court documents. This schedule shall be a permanent responsibility, which must be maintained other than for emergencies or upon advance notice.
- b. Court shall commence promptly for scheduled docket times on designated court dates. The Judge shall make every effort to take the bench and convene court dockets at the designated docket time.

Arraignments.

- a. Jail arraignments shall be performed on a daily basis in accordance with all applicable state and federal laws. A detention officer or sworn police officer shall be made available for assisting with arraignments.
- b. Jail arraignments shall not be performed between the hours of 5:30 p.m. and 7:30 p.m. to allow shift change and accommodate jail staffing.
- c. All paperwork from jail arraignments must be properly completed. The Presiding Judge shall ensure that no judicially inputted information is omitted on judgments, warrants and probable cause affidavits. Any documents prepared by Town staff that are not properly completed will be returned for correction by the Judge; however, this shall in no way be read to create a duty for the Judge to correct the document or to give legal advice to Town staff.
- d. Every effort shall be made by the Presiding Judge to give at least thirty (30) minutes' notice to police personnel (a detention officer) at 972-539-3352 or the main Flower Mound Police Department telephone number at 972-539-0525 prior to arrival on Town premises to conduct arraignments.



TOWN COUNCIL AGENDA J.8. CONSENT ITEM(S)

DATE: December 2, 2024
FROM: Jeremy Brudwick, Grants and Financial Analyst
ITEM: **Consider acceptance of a Grant Agreement and funding awarded by the Texas A&M Forest Service, for a vehicle in the amount of \$649,621.00 under the Texas Intrastate Fire Mutual Aid System (TIFMAS); and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: The grant is designed to help fire departments acquire fire and rescue apparatus to respond to statewide emergencies.

The grant will pay 100% of the cost of a fully equipped Type 3 apparatus, including an installed radio package and loose equipment complement.

The vehicle may only be used for the following: (a) Local and Regional Mutual Aid Incidents; (b) Local/Regional Multiple Alarm Incidents; (c) Emergency events threatening properties vital to National Defense, Critical Infrastructure or Important Military Installations; (d) Local community events (parades, displays); (e) Training of firefighters; (f) Standby for the Town's regular apparatus while out for repairs. The Town must notify Texas A&M Forest Service (TFS) if the standby period is expected to exceed 90 days.

The Town must carry vehicle liability insurance and provide proof of coverage annually, maintain the vehicle, and staff it with trained and qualified personnel when dispatched to any regional or statewide assignment and provide personnel rotation or replacement when the vehicle is needed on assignments of extended rotation. If the Town doesn't fulfill the obligations under the grant agreement, the Town must give up the vehicle to a different fire department. This unit is replacing a previous apparatus received on a TIFMAS grant. Those budget dollars will shift to this unit and should have minimal budgetary impact.

If the Town chooses to no longer retain the vehicle or end its participation in the TIFMAS Program, the Town must give TFS 14 days prior written notice.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES:

FISCAL IMPACT: Minimal operating impact due to existing services in place.

LEGAL REVIEW: Bessie Bronstein, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the agreement as to form and legality.

ATTACHMENTS:

1. TEEX 2025 Apparatus Supplemental Terms and Conditions

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



CASE# 180

**SUPPLEMENTAL TERMS AND RESPONSIBILITIES AGREEMENT
TEXAS INTRASTATE FIRE MUTUAL AID SYSTEM (TIFMAS)
VEHICLE GRANT**

The Texas Legislature established the Texas Statewide Mutual Aid System to provide integrated statewide mutual aid response capability between local government entities without a written mutual aid agreement (Texas Government Code Sec. 418.111). In support of this system, the TIFMAS Vehicle Grants are provided by the Texas A&M Forest Service (TFS), a member of The Texas A&M University System and an agency of the State of Texas, under the Rural VFD Assistance Program to help career fire departments acquire fire and rescue apparatus to respond to statewide emergencies.

In consideration for the provision of TIFMAS Vehicle(s), **Town of Flower Mound Fire Department** of **Denton County**, Texas, ("Cooperator"), agrees to the terms and conditions set forth herein. This agreement describes TFS' statutorily required administration and the terms and responsibilities of Cooperator related to TIFMAS vehicle grants. The terms and responsibilities of Cooperator provided in this agreement will be in effect for the entire time Cooperator owns the TIFMAS Vehicle. Upon grant award, the following will apply:

TFS Authority and Responsibilities:

1. TFS will provide a standardized TIFMAS Vehicle titled in the name of Cooperator under the following conditions:
 - a. TIFMAS Vehicle will be provided under a one-hundred percent grant administered by TFS. The vehicle will be acquired on behalf of the Cooperator from a vendor selected by TFS.
 - b. Specifications for TIFMAS Vehicle will be developed by TFS.
 - c. TIFMAS Vehicle will include loose equipment per TFS specifications.
2. TFS will perform an inspection after the TIFMAS Vehicle has been purchased and delivered and will document the vehicle on a TIFMAS Vehicle Equipment List, signed by both parties.
3. TFS will perform occasional inspections of the TIFMAS Vehicle to ensure the Cooperator is fulfilling its obligations in accordance with this agreement.

Cooperator Responsibilities:

1. Cooperator will take possession of TIFMAS Vehicle at a time and location mutually decided on by TFS and Cooperator.
2. Cooperator will facilitate an initial inspection of the TIFMAS Vehicle by TFS and sign the TIFMAS Equipment Vehicle List provided by TFS.

3. Cooperator may add additional loose equipment to the TIFMAS Vehicle, but may not alter or change the original specification of the TIFMAS Vehicle. All additional loose equipment added by Cooperator will remain the property and responsibility of the Cooperator.
4. Cooperator may use the TIFMAS Vehicle only for the following:
 - a. Local and Regional Mutual Aid Incidents.
 - b. Local/Regional Multiple Alarm Incidents.
 - c. Emergency events threatening properties vital to National Defense, Critical Infrastructure or Important Military Installations.
 - d. Local community events (parades, displays).
 - e. Training of firefighters.
 - f. Standby for Cooperator's regular apparatus while out for repairs. Cooperator will notify TFS if the standby period is expected to exceed 90 days.
5. Cooperator will house, maintain, operate, and repair the TIFMAS Vehicle in order to ensure a high state of readiness at all times.
 - a. Cooperator will house the TIFMAS Vehicle on the property of the Cooperator and Cooperator will provide reasonable protection against weather, vandalism, theft, and damage.
 - b. Cooperator is responsible for all costs of operating, maintaining, and repairing the TIFMAS Vehicle.
6. Cooperator will staff the TIFMAS Vehicle with trained and qualified personnel when dispatched to any regional or statewide assignment, and will provide for personnel rotation or replacement when the TIFMAS Vehicle is needed on assignments of extended duration.
7. Cooperator will carry vehicle liability insurance for the TIFMAS Vehicle And provide proof of insurance coverage to TFS annually. The insurance liability limits must be equal to or greater than the State of Texas minimum amounts. By requiring such insurance, TFS will not be deemed or construed to have assessed the risk that may be applicable to Cooperator under this agreement. Cooperator shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Cooperator is not relieved of any liability or other obligations assumed pursuant to this agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.
8. Cooperator will operate and maintain the TIFMAS Vehicle in a roadworthy and legal condition, with a current state inspection decal, and within the posted Gross Vehicle Weight Rating (GVWR) of the chassis as stated by the manufacturer.
9. Cooperator will notify TFS if the TIFMAS Vehicle is not available and cannot respond to a TIFMAS authorized deployment.

General Provisions:

1. The TIFMAS Vehicle will be titled in the name of the Cooperator.
2. ***Vehicle may have a standard manufacturers warrantee at time of purchase. Since the vehicle is titled directly to Cooperator, the standard manufacturers warrantee will be in the Cooperator's name, however, TFS provides the TIFMAS Vehicle "as is" and disclaims any implied warranties, including any warranty of merchantability or fitness for a particular purpose.***
3. Cooperator grants TFS a first-priority security interest in the TIFMAS Vehicle, all equipment provided with it, and all related proceeds, including insurance payments.
4. If the Cooperator does not fulfill its obligations under this agreement, upon written demand from TFS, Cooperator will immediately deliver the TIFMAS Vehicle and transfer its title to another fire department of TFS' choice. Cooperator will promptly execute all title transfer documents and perform any other acts deemed necessary by TFS to transfer title to the TIFMAS Vehicle. If Cooperator fails to deliver the TIFMAS Vehicle as provided in this agreement, TFS may, in addition to any other remedies provided by law, enter onto Cooperator's premises where the TIFMAS Vehicle is located and take possession of the TIFMAS Vehicle and all equipment provided with it.
5. TFS will have the right to inspect the TIFMAS Vehicle at any time.
6. Deployment and reimbursement for use of TIFMAS Vehicle under a TIFMAS deployment will be in accordance with Attachment 2 of Firefighting Annex of the State of Texas Emergency Management Plan. There are no provisions for reimbursement from TFS to the Cooperator on any mutual aid assignment.
7. Cooperator may not assign, pledge, encumber, or hypothecate the TIFMAS Vehicle or grant any other security interest in the TIFMAS Vehicle.
8. If the Cooperator chooses to no longer retain a TIFMAS Vehicle and/or end its participation in the TIFMAS Program, Cooperator will give TFS 14-days prior written notice. Upon termination of the Agreement, all TIFMAS Vehicles, equipment, and titles will either be transferred to another fire department of TFS' choice, or at TFS' direction, disposed of in accordance with Cooperator's normal process. Cooperator will not alter the TIFMAS Vehicle in any way prior to transferring the TIFMAS Vehicle. The Cooperator will be liable for all loss of or damage to the TIFMAS Vehicle, normal wear and tear excepted.
9. The primary points of contact for each party will be as follows:

Cooperator	TFS
Town of Flower Mound Fire Department 2121 Cross Timbers Road Flower Mound, TX 75028	Texas A&M Forest Service 200 Technology Way, Suite 1162 College Station, TX 77845 Attn: Merrie Noak Tel: (979) 458-7354 Fax: (979) 845-6160 Email: TIFMASGrants@tfs.tamu.edu

Contracting parties will notify each other of any changes in the above. Any notices regarding violations or termination will be made in writing to the point of contact.

10. Performance by TFS under this agreement is dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, the TFS will issue written notice to Cooperator and TFS may terminate this Agreement without further duty or obligation. Cooperator acknowledges that appropriation of funds is beyond the control of TFS.
11. Cooperator will cooperate with the Texas State Auditor or the Texas A&M University System Internal Auditor in the conduct of an audit or investigation, including without limitation, providing all records requested.
12. Cooperator expressly acknowledges that TFS is an agency of the State of Texas and nothing in this agreement waives or relinquishes TFS' right to claim such exemptions, privileges, and immunities as may be provided by law.
13. This contractor and subcontractor will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.
14. Cooperator will use the dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260 to attempt to resolve any claim for breach of contract made by Cooperator that cannot be resolved in the ordinary course of business. Cooperator will submit written notice of a claim of breach of contract under this Chapter to the Associate Director for Finance and Administration of the TFS, who will examine Cooperator's claim and any counterclaim and negotiate with Cooperator in an effort to resolve the claim.

--signature on next page--

**Acceptance of Terms and Responsibilities
Cooperator**

Signature

Title (Please Print)

Date



TOWN COUNCIL AGENDA J.9. CONSENT ITEM(S)

DATE: December 2, 2024
FROM: Brennon Peltier, Park Development Manager
ITEM: **Consider approval of the purchase and installation of a new picnic pavilion, demolition of the existing pavilion, and site amenities for the Spring Lake Park Improvements project, from Child's Play, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of \$111,333.00**

BACKGROUND: The Community Development Corporation and Town Council approved funding for the Spring Lake Park Improvements in Fiscal Year 2023-2024 after a recommendation from the Parks Board for the Capital Improvement Program projects. This purchase will provide for the delivery and installation of a new metal picnic pavilion/gazebo structure, to include concrete footings and colored/patterned concrete pad. Additionally, this purchase includes installation of new picnic tables, benches, dog waste stations, and trash receptacles.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$111,333.00

Proposed Expenditure/(Revenue)
\$111,333.00

Account Number(s):
317-110-90772-6210

LEGAL REVIEW: N/A

ATTACHMENTS:

1. BuyBoard Proposal
2. Form 1295 (Internal Use Only)

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

Child's Play

Parks & Playgrounds

10661 Shady Trail Dallas, TX 75220
972-484-0600

ADDRESS

Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

SHIP TO

Spring Lake Park
4815 Windmill Lane
Flower Mound, TX 75028

QUOTE #	DATE	EXPIRATION DATE
24-5206	10/24/2024	12/20/2024

SALES REP

KR

DESCRIPTION	QTY	PRICE EACH	AMOUNT
UPT954-S6 6' Lexington Bench with Back - Slat	5	1,132.00	5,660.00T
UPP238-P6 6' Extra Heavy Duty Table, Perforated	6	1,358.00	8,148.00T
UPP238H-P8 8' Double Sided Extra Heavy Duty ADA Table, Perforated	2	1,458.00	2,916.00T
UPTW-55 55 Gallon Trash Receptacle, Wave Pattern, Thermoplastic Coating, Rain Bonnet Top w/8" Opening, Liner & Cable	7	614.00	4,298.00T
DPSsystem 7408R Single Pull Dog Waste Station with Round Trash Can	2	375.00	750.00T
Freight Freight	1	2,675.00	2,675.00T
Installation Installation of Site Amenities Above	1	8,560.00	8,560.00
AMSHELTER 22' Apache 6-Sided Shelter, Rails, 6x6 Posts, Double Tier With 4' Cupola with Louvers, Frame Color=Standard, Premium Zinc Finish; Galvalume Roof, 8' Eave Height, Roof Pitch 4:12	1	34,776.00	34,776.00T
Freight Freight	1	3,200.00	3,200.00T
InstallSC Shelter Pier Drilling, Re-Bar Cages, Concrete, Dirt Haul Off & Installation of Shelter	1	21,250.00	21,250.00
Engineered Drawings Unsealed Engineered Drawings	1	550.00	550.00T
Site Work Demo Existing Shelter	1	3,800.00	3,800.00T
Concrete Shelter Concrete Pad - 5.5" Thickness, 3,600 PSI - 25' Hex	1	8,900.00	8,900.00T

DESCRIPTION	QTY	PRICE EACH	AMOUNT
Concrete Color Concrete Top & Patterned	1	5,850.00	5,850.00T
Buyboard This is a Buyboard Purchasing Cooperative Quote. Pricing reflects Buyboard discounts as listed under Contract #679-22, Vendor #1501	1	0.00	0.00T

SUBTOTAL	111,333.00
TAX	0.00
TOTAL	\$111,333.00



TOWN COUNCIL AGENDA J.10. CONSENT ITEM(S)

DATE: December 2, 2024
FROM: Chuck Jennings, Director of Parks and Recreation
ITEM: **Consider approval of a Professional Services Contract with Promoter Line, Inc., to provide professional event production and planning services for the 2025 Independence Fest, in an amount not-to-exceed \$344,000.00 and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: On December 4, 2023, Town Council approved a professional services contract with Promoter Line, Inc. (PLI) to provide professional event production and planning services related to the 2024 Independence Fest. The new proposed contract term will be for twelve months, beginning December 2, 2024, and ending on December 1, 2025.

Due to the size and scope of the event, which regularly hosts between 20,000 and 30,000 attendees, staff is requesting the continuation of the professional services of PLI to assist staff in organizing, planning, and operating the festival. PLI was selected by staff due to their continued experience with the Town, other municipalities, and the quality of special events produced in the area. PLI has worked with numerous cities including Lewisville, Grapevine, Ft. Worth, Southlake, Mesquite, Bedford and Addison.

PLI has done an excellent job over the last 16 years working with the Town to produce the Wild About Flower Mound Festival (2009 & 2010) and the Independence Fest (2011-2024), at Bakersfield Park. Last year's celebration was a huge success and drew a large crowd, with over 20,000 spectators coming to help the Town celebrate the country's independence. Attendees enjoyed food vendors, exhibitors, a kid's play area, a car show, great live music headlined by Pat Green and a spectacular fireworks display to end the festival.

Overall, PLI handles many aspects of organizing and managing the festival as noted in the proposed contract. Town staff will be responsible for obtaining festival sponsorships, holding planning meetings, monitoring the event budget, and providing manpower during the festival. Promoter Line will be paid in eight monthly installments for their professional services fee of \$32,500 and all budgeted costs as outlined in the contract to organize and manage the festival, which comes to \$311,500. The necessary funds to host the 2024 Independence Fest were appropriated through the FY24-25 budget process and adopted into the Town's overall budget.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$344,000.00

Proposed Expenditure/(Revenue)
\$344,000.00

Account Number(s):
100-630-34200-5110

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

ATTACHMENTS:

1. Promoter Line Contract - 2025 Ind. Fest

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

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is entered into on this 2nd day of December 2024, 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 **PROMOTER LINE, INC.**, whose address is PO Box 2028, Colleyville, Texas, 76034-2028 (hereinafter referred to as “CONSULTANT”).

WITNESSETH:

WHEREAS, TOWN desires to obtain professional services relative to acting as a Promoter/Producer for the TOWN’s Independence Fest event and Children’s Activity Area at Parade (“Event”), which professional services are hereinafter referred to as “Services”; and

WHEREAS, CONSULTANT is qualified to provide such Services and is willing to undertake such Services for TOWN in exchange for fees hereinafter specified; NOW, THEREFORE,

THAT 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.

Employment of Consultant

CONSULTANT will perform as an Independent Contractor all Services under this Contract to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of its profession, both public and private, currently practicing in the same locality under similar conditions, including reasonable, informed judgments and prompt, timely action. If CONSULTANT is representing that it has special expertise in one or more areas to be utilized in this Contract, then CONSULTANT agrees to perform those special expertise services to the appropriate local, regional or national professional standards.

CONSULTANT's status shall be that of an Independent Contractor and not an agent, servant, employee or representative of TOWN in the performance of this Contract. No term or provision of or act of CONSULTANT or TOWN under this Contract shall be construed as changing that status. CONSULTANT will have exclusive control of and the exclusive right to control the details of the work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, Contractors, subcontractors, and consultants, and that the doctrine of respondeat superior shall not apply between TOWN and CONSULTANT, its officers, agents, employees, Contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between TOWN and CONSULTANT.

II.

Scope of Services

The Services to be performed by CONSULTANT include the Services listed in Exhibit A, attached hereto and incorporated by reference as if written word for word. In the event of discrepancy or conflict between Exhibit A and this Contract, this Contract shall be binding and

control. Deviations from this scope of services or other provisions of this Contract may only be made by written agreement signed by all parties to this Contract.

Consistent with the Services identified in Exhibit A, the TOWN will pay CONSULTANT the amount budgeted for the Event in an amount not to exceed Three Hundred Eleven Thousand Five Hundred and 00/100 Dollars (\$311,500.00) for the Event ("Event Funds"). The Event Funds shall be paid on a monthly installment basis with the initial/first payment being made within ten (10) days of the start date as defined in section IV, for \$38,937.50 and thereafter on or about the 1st of each month with final payment to be made in the amount of \$38,937.50 on the first day of the Independence Fest event. CONSULTANT shall use said Event Funds for the Event purposes identified in Exhibit A other than CONSULTANT's Fee, which Fee is provided for in section III. If additional services are requested, CONSULTANT will not initiate work on such additional services until authorized by the Town Manager, in writing, to proceed.

CONSULTANT shall collect any and all monies due and payable to the TOWN for participation in the Event and shall turn such monies over to the TOWN within fourteen (14) days of receipt. All participants shall be required to make their check or money order payable to the TOWN. Further, CONSULTANT shall meet regularly with Town as directed by TOWN to discuss the Event budget and expenses, provide to TOWN updated budget spreadsheets and receipts for all expenses incurred for the Event and paid on behalf of the TOWN, and make such expenditures as are authorized and required for the proper functioning of the Event within the parameters of the funding approved by the TOWN Council for such purpose.

III.

Compensation

For and in consideration of the Services performed hereunder, TOWN agrees to compensate CONSULTANT in a total amount not to exceed Thirty-Two Thousand Five Hundred and no/100 Dollars (\$32,500.00) as CONSULTANT's "Promoter's" or "Producer's" fees ("CONSULTANT'S Fee"). Such CONSULTANT'S Fee shall be paid to CONSULTANT on a monthly installment basis with the initial/first payment being made within ten (10) days of the start date as defined in section IV, for \$4,062.50 and thereafter on or about the 1st of each month with last payment to be made in the amount of \$4,062.50 once the final event invoice has been submitted to the Town no later than 60 days after the event.

The Scope of Services shall be strictly limited. TOWN shall not be required to pay any amount in excess of the original proposed amount unless TOWN shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

IV.

Term

The term of this Contract shall be twelve (12) months, beginning December 2, 2024 and ending December 1, 2025.

V.

Performance Cancellation

If any Artists' performance which has been booked by CONSULTANT for the Event is prevented or rendered impossible or unfeasible due to illness or accident of the Artist; any act or regulation of any public authority; civil uprising, act of God, labor disputes; interruption, delay, or failure of transportation services; war conditions, terrorist attack or emergencies; interruption of utility services; or any other cause beyond the reasonable control of CONSULTANT, the Artist, or TOWN then neither party to this Contract, nor the Artist, shall have any claim for damages due to the performance cancellation.

VI.

Insurance

CONSULTANT shall purchase, maintain and keep in force during the term of this Contract such insurance as set forth below. CONSULTANT 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 CONSULTANT 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.

1. Workers' Compensation, as required by law, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease - each employee \$500,000 disease - policy limit.
2. Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Medical Payments, Independent Contractor's and Contractual Liability, covering but not limited to the indemnification provisions of this Contract, with minimum combined single limits of \$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.
3. 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.

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

- (a) Provide for thirty (30) days notice of cancellation to TOWN, for nonpayment of premium, material change or any other cause.
- (b) Be written through companies duly authorized to transact that class of insurance in the State of Texas.
- (c) Allow the Town the right to review the insurance requirements of this section during the effective period of the Contract and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the Town based upon changes in statutory law, court decisions, or the claims history of the industry as well as the CONSULTANT.

- (d) Name the Town of Flower Mound and its officer, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;
- (e) Allow the Town to be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto.
- (f) Notify the Town in the event of any change in coverage and shall give such notices not less than 30 days prior to the change. The notice must be accompanied by a replacement Certificate of Insurance.
- (g) Provide a Certificate of Insurance evidencing the required coverages to:

TOWN OF FLOWER MOUND
Attn. Purchasing Division
2121 Cross Timbers Road
Flower Mound, TX 75028
Fax: 972-874-6478
Email: purchasing@flower-mound.com

VII.

Right to Inspect Records

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

VIII.

Indemnity

THE CONSULTANT 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 THE CONSULTANT AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF THE CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM THE CONSULTANT IS LEGALLY LIABLE, AND THE CONSULTANT WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT THE TOWN FROM AND AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS.

TO THE EXTENT ALLOWED UNDER TEXAS LAW, THE TOWN DOES HEREBY COVENANT AND CONTRACT TO RELEASE, INDEMNIFY AND HOLD HARMLESS THE CONSULTANT AND ITS OFFICERS, AGENTS, EMPLOYEES AND INVITEES, 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 THE TOWN AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF THE TOWN, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM THE TOWN IS LEGALLY LIABLE, AND THE TOWN WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT THE CONSULTANT FROM AND AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS.

IX.

Default; Termination

A. TOWN reserves the right to terminate this Contract immediately upon breach of any term or provision of this Contract by CONSULTANT. If at any time during the term of this Contract, CONSULTANT 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 CONSULTANT 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 therefor. Any such act by TOWN shall not be deemed a waiver of any other right or remedy of TOWN.

B. TOWN may terminate without cause with sixty (60) days written notice. CONSULTANT will provide TOWN with all Contract information and return any unpaid funds. CONSULTANT shall cooperate with TOWN to renegotiate with all third parties to recuperate expenses.

X.

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 CONSULTANT shall be incorporated by written modification to this Contract.

XI.

Conflict of Interest

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

XII.

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 CONSULTANT is otherwise notified:

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

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

Promoter Line, Inc., a Texas corporation
PO Box 2028
Colleyville, Texas 76034-2028
Attn.: Jerry R. Thompson
Phone: 817.312.6101
Federal ID# 75-2976232
Email: jtpresents@promoterline.com

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.

XIII.

Successors and Assigns

TOWN and CONSULTANT each binds themselves and their respective successors, executors, administrators 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 CONSULTANT shall assign or transfer its interest herein without the prior written consent of the other.

XIV.

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. CONSULTANT 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 CONSULTANT's income. Situs of this Contract is agreed to be Denton County, Texas, for all purposes including performance and execution.

XV.

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.

XVI.

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. 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.

XVII.

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.

XVIII.

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.

XIX.

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.

XX.

Venue

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

XXI.

No Third Party Beneficiary

For purposes of this Contract, including its intended operation and effect, the parties (TOWN and CONSULTANT) 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 CONSULTANT 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 CONSULTANT. Further, nothing contained in this

Contract is intended to waive nor should it be interpreted as waiving or otherwise deemed to waive the TOWN's sovereign immunity or governmental immunity as it applies to any third person or entity.

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: _____
Cheryl Moore, Mayor

CONSULTANT:

PROMOTER LINE, INC.,
a Texas Corporation

By: _____
Name: Jerry R. Thompson
Title: President

Date Signed: _____

Exhibit “A”

1. Promoter Line, Inc. will work with Town staff in development and design of an Event concept and theme.
2. Promoter Line, Inc. will develop and oversee all existing logistical elements going into Event.
3. Promoter Line, Inc. will hold a series of meetings to begin in February each year and occur monthly until the Event.
4. Promoter Line, Inc. will secure entertainment related items in cooperation with the budget.
5. Promoter Line, Inc. and the designated Town of Flower Mound's “Key” staff will oversee budget preparation. The budget will include, at a minimum, the following:

<u>Services To Be Provided</u>	<u>Projected Budget</u>
Entertainment	\$130,000.00
Catering/Rider for Headliner	\$ 3,000.00
Hotel for Headliner	\$ 3,000.00
Transportation for Headliner	\$ 1,500.00
ASCAP	\$ 250.00
BMI	\$ 250.00
Forklifts/Light Towers	\$ 12,000.00
Fence/Golf Carts	\$ 10,000.00
Food/Catering	\$ 2,400.00
Décor/scaff	\$ 2,800.00
Generators	\$ 38,000.00
Kid Zone	\$ 16,000.00
Portalets/Cleaning & Servicing	\$ 5,500.00
Producer fee	\$ 32,500.00
Radio Rentals	\$ 700.00
Security	\$ 10,500.00
RV Rental	\$ 1,000.00
Sound & Lights main stage	\$ 29,500.00
Stage-Main	\$ 7,500.00
Stagehands	\$ 12,000.00
Spotlights/Stage Barricades	\$ 800.00
Tents/Tables/Chairs	\$ 13,000.00
Traffic Control	\$ 7,800.00
Volunteer/Staff Golf Shirts	<u>\$ 4,000.00</u>
Total:	\$344,000.00

6. Promoter Line, Inc. to manage budget and obtain services in accordance with the budget that is approved by the Town of Flower Mound.
7. Promoter Line, Inc. will secure all arts, crafts, and food vendors.
8. Promoter Line, Inc. will secure all payments and any insurance required from vendors.
9. Prepare and distribute vendor packets to vendors secured by Promoter Line, Inc., in cooperation with Town.
10. Promoter Line, Inc. will oversee all on site sponsor logistics for sponsors secured by the Town of Flower Mound. Promoter Line, Inc. will not be responsible for securing any sponsors for event.
11. Promoter Line, Inc. will secure all purchase/rental items, delivery, and timing of them. Promoter Line, Inc. will compile a list of Town equipment that will be needed and provided by the Town.
12. Promoter Line, Inc. will hire and oversee production items and staffing on all stages.
13. Promoter Line, Inc. will direct and manage overall staffing and placement of staffing for events.
14. Promoter Line, Inc. will jointly handle with the Town of Flower Mound all marketing, advertising, and promotion.
15. Promoter Line, Inc. will manage and execute overall festival accounting, subject to Town of Flower Mound approval of the final budget. Promoter Line, Inc. will oversee and maintain approved budget. This would include making timely payments to all vendors and contractors.
16. Promoter Line, Inc. will oversee and secure talent for entertainment on all stages.
17. Promoter Line, Inc. will develop, implement, and maintain a schedule timeline in coordination with all Town departments.



TOWN COUNCIL AGENDA J.11. CONSENT ITEM(S)

DATE: December 2, 2024

FROM: Theresa Scott, Town Secretary

ITEM: **Discuss and consider adopting a Resolution casting votes for candidate(s) in the election of the Denton Central Appraisal District Board of Directors.**

BACKGROUND: On October 7, 2024 Town Council adopted Resolution 18_24, which nominated Flower Mound resident Sandeep Sharma to be considered as a candidate by the taxing jurisdictions for the Board of Directors of the Denton Central Appraisal District.

This item is to cast votes for Sandeep Sharma, as previously nominated by the Town Council. Town Council can distribute some or all of the 104 allocated votes to the slate of candidates.

The five nominees receiving the most votes will become Denton CAD Board of Directors members in January 2025.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: If no action is taken, votes from other taxing jurisdictions will determine the results.

FISCAL IMPACT: \$N/A

LEGAL REVIEW: No alteration to the legal content of this resolution was made, which had originally been approved by Taylor, Olson, Adkins, Sralla, & Elam L.L.P.

ATTACHMENTS:

1. DCAD Memo_2025 Ballot_Vote Allocation
2. Bios_DCAD Board candidates 2024

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



Denton Central Appraisal District
3911 Morse Street
Denton, TX 76208

(940) 349-3800
 www.dentoncad.com

TO: Denton County Taxing Units
FROM: Don Spencer, Chief Appraiser
DATE: October 23, 2024
SUBJECT: Candidates to the Denton CAD Board of Directors

Candidates to the Denton Central Appraisal District Board of Directors are listed below. The list is in alphabetical order by last name.

Each voting unit must cast its vote by **written resolution** and submit it to the Chief Appraiser before December 15th. Since December 15th falls on a Sunday this year, this means resolutions must be received by close of business on Friday, December 13th. The Distribution of Votes for each voting unit is included with this letter. The unit may cast all its votes for one candidate or may distribute the votes among any number of candidates. When a voting unit casts its votes, it must cast the votes for a person that was nominated and is named on the ballot. There is no provision for write-in candidates. The Tax Code does not permit the Chief Appraiser to count votes cast for someone not listed on the official ballot. The five nominees receiving the most votes will become members of the Denton CAD Board of Directors in January of 2025.

The candidates nominated by the taxing units are:

<u>Candidate</u>	<u>Nominating Unit</u>
1. Rob Altman	<i>City of Frisco, City of The Colony, Denton County, City of Roanoke Town of Northlake</i>
2. Henry Benjamin III	<i>Frisco ISD</i>
3. Alex Buck	<i>City of Highland Village, Denton County, City of Lewisville, City of Southlake</i>
4. Vicki Byrd	<i>City of Denton</i>
5. Bryan Dodson	<i>Frisco ISD</i>
6. Jared Eutsler	<i>City of Corinth</i>
7. Sean Frank	<i>Frisco ISD</i>
8. Mike Hennefer	<i>City of Carrollton, City of The Colony, Denton County, C-FB ISD</i>
9. Ray Martin	<i>Town of Providence Village, City of The Colony, City of Corinth, City of Lewisville, City of Coppell, City of Southlake</i>
10. Ann Pomykal	<i>Denton County, City of Lewisville, City of Southlake</i>
11. Sandeep Sharma	<i>Town of Flower Mound</i>
12. Charles Stafford	<i>Denton ISD, City of Denton, City of Southlake, Pilot Point ISD</i>
13. Osiris Wade	<i>Frisco ISD</i>
14. Bruce Yeager	<i>Ponder ISD</i>
15. **David Terre	<i>Nominated by City of Denton</i> <u>Does not desire to be re-elected</u>

Bio sheets on each candidate have been requested and are being gathered. If you would like further information on one(or more) of the candidates, please contact Misty Baptiste she will forward those information sheets to you as soon as they are available.

Since some of you may not be familiar with the process of selecting the Board, please do not hesitate to contact Misty Baptiste at (940) 349-3977 or misty.baptiste@dentoncad.com for clarification and/or information.

DENTON CENTRAL APPRAISAL DISTRICT				
2024 DISTRIBUTION OF VOTES				
			%OF TOTAL	NUMBER
JURISDICTIONS		2023 LEVY	LEVIES	OF VOTES
SCHOOL DISTRICTS:				
S01	ARGYLE ISD	60,114,589.31	2.1028%	105
S02	AUBREY ISD	34,321,369.54	1.2006%	60
S03	CARROLLTON-FB ISD	59,321,215.50	2.0751%	104
S04	CELINA ISD	3,146,365.81	0.1101%	6
S05	DENTON ISD	363,897,514.29	12.7291%	636
S15	ERA ISD	1,316.27	0.0000%	1
S06	FRISCO ISD	185,710,323.80	6.4962%	325
S07	KRUM ISD	22,973,409.13	0.8036%	40
S08	LAKE DALLAS ISD	38,574,582.69	1.3493%	67
S09	LEWISVILLE ISD	640,496,706.05	22.4046%	1120
S10	LITTLE ELM ISD	99,672,541.66	3.4865%	174
S11	NORTHWEST ISD	211,182,352.68	7.3872%	369
S12	PILOT POINT ISD	12,242,011.09	0.4282%	21
S13	PONDER ISD	16,192,375.42	0.5664%	28
S17	PROSPER ISD	44,883,909.88	1.5700%	79
S14	SANGER ISD	25,430,897.51	0.8896%	44
S16	SLIDELL ISD	752,781.09	0.0263%	1
SCHOOL DISTRICTS TOTALS		\$1,818,914,261.72	63.626%	3182
G01	DENTON COUNTY	\$332,669,895.73	11.64%	582
CITIES:				
C26	TOWN OF ARGYLE	4,743,192.10	0.1659%	8
C01	CITY OF AUBREY	4,743,753.36	0.1659%	8
C31	TOWN OF BARTONVILLE	1,098,332.46	0.0384%	2
C02	CITY OF CARROLLTON	66,820,813.21	2.3374%	117
C49	CITY OF CELINA	5,780,996.55	0.2022%	10
C03	CITY OF THE COLONY	49,370,888.63	1.7270%	86
C21	TOWN OF COPPELL	1,189,865.11	0.0416%	2
C27	TOWN OF COPPER CANYON	1,486,063.82	0.0520%	3
C04	CITY OF CORINTH	17,538,879.40	0.6135%	31
C20	CITY OF DALLAS	17,277,441.44	0.6044%	30
C05	CITY OF DENTON	107,856,823.32	3.7728%	189
C42	CITY OF DISH	214,089.77	0.0075%	1
C30	TOWN OF DOUBLE OAK	1,236,380.77	0.0432%	2
C47	TOWN OF CORRAL CITY	19,122.17	0.0007%	1
C07	TOWN OF FLOWER MOUND	59,647,226.67	2.0865%	104
C36	CITY OF FORT WORTH	43,511,254.84	1.5220%	75
C32	CITY OF FRISCO	77,125,010.53	2.6978%	135
C39	CITY OF GRAPEVINE	353.40	0.0000%	1
C22	TOWN OF HACKBERRY	215,931.00	0.0076%	1
C38	CITY OF HASLET	4,273.59	0.0001%	1
C19	TOWN OF HICKORY CREEK	2,513,775.76	0.0879%	4
C08	CITY OF HIGHLAND VILLAGE	16,016,996.76	0.5603%	28
C09	CITY OF JUSTIN	6,157,278.77	0.2154%	10
C18	CITY OF KRUGERVILLE	1,306,852.91	0.0457%	2
C10	CITY OF KRUM	4,569,621.33	0.1598%	8
C11	CITY OF LAKE DALLAS	4,221,993.88	0.1477%	7
C25	CITY OF LAKEWOOD VILLAGE	676,945.12	0.0237%	1
C12	CITY OF LEWISVILLE	87,690,250.13	3.0674%	153
C13	TOWN OF LITTLE ELM	45,921,404.02	1.6063%	80
C45	CITY OF NEW FAIRVIEW	57,369.53	0.0020%	1
C33	TOWN OF NORTHLAKE	8,206,500.28	0.2871%	14
C24	CITY OF OAK POINT	4,480,417.82	0.1567%	8
C14	CITY OF PILOT POINT	4,286,872.10	0.1500%	8
C29	CITY OF PLANO	7,098,097.71	0.2483%	11
C15	TOWN OF PONDER	2,180,652.92	0.0763%	3
C48	CITY OF PROSPER	12,225,453.38	0.4276%	20
C51	TOWN OF PROVIDENCE VILLAGE	5,459,672.92	0.1910%	10
C17	CITY OF ROANOKE	11,368,927.41	0.3977%	20
C16	CITY OF SANGER	8,914,071.23	0.3118%	15
C34	TOWN OF SHADY SHORES	1,555,153.67	0.0544%	2
C37	CITY OF SOUTHLAKE	824,974.30	0.0289%	1
C28	CITY OF TROPHY CLUB	11,354,591.12	0.3972%	20
C44	TOWN OF WESTLAKE	220,870.82	0.0077%	1
CITY TOTAL		\$707,189,436.03	24.74%	1236
TOTAL ALL JURISDICTIONS		\$2,858,773,593.48	100.00%	5000

Nominee Information
Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2025 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 25, 2024.**

Henry Joseph Benjamin, III
Name

904 Oglethorpe Ln Savannah TX 76227
Address/City/Zip

404 429-1825 Henry Benjamin3@gmail.com
Cell Phone E-mail

1. Are you a resident of Denton County? Yes/No
 - a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? Yes/No
2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? Yes/No
 - a. If yes, which taxing unit? _____
 - b. When? _____
3. Are you, or have you ever been an employee of Denton CAD? Yes/No
 - a. If yes, what years were you employed? _____
4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? Yes/No
 - a. If yes, what years have you served? _____
5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? Yes/No
 - a. If yes, please list: _____
6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? Yes/No
7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? Yes/No

8. Are you directly related to any employee of the Denton CAD? Yes/No
a. If yes, please list the degree of relation. _____
9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? Yes/No
10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

I am interested in serving on the Denton Central Appraisal District Board of Directors to help ensure fair and accurate property appraisals that support the community's need. I believe in maintaining transparency, accountability, and responsiveness in property valuation processes, and I aim to contribute my skills in decision-making and collaboration to help promote an efficient, equitable system for all Property owners in Denton.

11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

In addition to my commitment to fairness and transparency, I bring a strong background in Mathematics + Engineering, which has equipped me with valuable insights into property valuation and local governance. I am familiar with the needs and concerns of property owners in Denton County and am committed to balancing these interests with the responsibility to fund essential public services. My skills in data analysis + problem management will be instrumental in supporting informed and balanced decisions for the community. I am dedicated to open communication and welcome feedback from stakeholders to improve the appraisal district's processes.

Return to:

Misty Baptiste - Denton Central Appraisal District

3911 Morse St.

Denton, TX 76208

misty.baptiste@dentoncad.com

Henry Joseph Benjamin, III

www.linkedin.com/in/HenryBenjamin3 | Savannah, TX 76227 • 404.429.1825 (mobile) | HenryBenjamin3@gmail.com

Sr Systems Engineer

Objective

Dedicated and highly adaptable Systems Engineer with over 20 years of experience in designing, implementing, and maintaining complex IT infrastructures. Seeking to contribute my expertise to an organization's IT department and leverage my extensive project experience to drive success.

CERTIFICATIONS

Microsoft Certified Solutions Associate (MCSA: Server 2019)

ITIL-Foundations 2012

Microsoft Certified IT Professional (MCITP) – (*Server Administrator certification for Windows Server 2008*)

EDUCATION

Bachelor of Science in Mathematics w/Concentration in Engineering | *Morris Brown College - Atlanta, GA*

Network System Admin Professional Program 2019 | *New Horizons Computer Learning Center, Dallas, TX*

EXPERIENCE

Bank of America

August 2022 -

Present

Sr. Systems Engineer IV/Project Lead (Contractor)

- Team lead for Windows 11 deployment targeting over 400,000 devices worldwide across all lines of business.
- Managed software updates, upgrades, and patching using SMTTools, Jira, Tanium, Big Fix, and SCCM.
- Served as a technology subject matter expert and communicated complex solutions to diverse audiences.
- Project lead for Citrix updates, upgrades and all Microsoft patching.
- Viewed as a technology subject matter expert; able to provide and communicate complex technology solutions across differing audiences including technical, managerial, business executives and/or vendors.

TATA Consultancy Services (TCS)

December 2020 – August

2022

Sr. Systems Engineer (contractor)

- Led Identity and Access Management projects, coordinating with application owners and testing privileged/service credentials.
- Conducted privilege account and entitlement reviews for AD/Azure privilege accounts.
- Migrated privilege accounts into PIM and Thycotic for enhanced security.

Global Payments, INC. Plano, TX

May 2019-December

2020

Sr. Windows Infrastructure Engineer

- Managed MDT Image Servers and deployment points, DFS, WSUS, DHCP, and more.
- Administered Active Directory Group Policies for multiple domains.
- Implemented enterprise-level password vault for privileged accounts (Thycotic Server).

Teladoc Health Louisville, TX

October 2018 – May

2019

Sr. Infrastructure Engineer

- Managed VMware/vSphere, Active Directory, and Windows patching.
- Oversaw Commvault backups and network monitoring with PRTG.
- Supported infrastructure upgrades and projects.

Hudson Bay Company Jackson, MS
2019

March 2018 – February

Sr. Windows Systems Engineer (Remote Contractor)

- Collapsed Active Directory domains, decommissioned legacy servers, and supported IIS applications.
- Conducted SCCM patch deployments and cleanup of administrative access.

AmerisourceBergen Frisco, TX

Infrastructure Engineer II (Contractor – Migration Project completed)
2018

January 2018 – June

- Assisted in migrating 25,000 mailboxes to Office 365.
- Managed Exchange environments and provided level 3 support.
- Mentored junior engineers on email-related issues.

Alvarez and Marsal, LLC Dallas, TX
2017

March 2017 – Sept

Sr. Systems Engineer (Remote-Contractor)

- Upgraded VMware infrastructure, reconfigured alerts, and improved EMC call-home features.
- Supported development teams and maintained high availability environments.
- Cleanup of Active Directory Groups and File Server permissions and Group Policy Objects (GPO's).
- Manage day to day Server tasks and upgrades using SCCM, Horizon View, Comvault, and other apps.

BNSF Railway, Fort Worth, TX
2017

August 2016 - March

ITIL-Problem Manager (contractor- project completion)

- Managed the Problem Management process and facilitated service level assessments.
- Analyzed root causes, identified known errors, and coordinated resolutions.
- Manage the relationship and execution of the outsourced service desk and participate in the extended Governance and service level assessment processes for service level agreements.

TSYS Columbus, GA
2016

November 2015 - July

Senior Middleware Systems Administrator (Relocated to Texas)

- Managed complex server environments and troubleshooted Level 3 issues.
- Ensured secure communications and performed configuration management.

Internal Revenue Service Chamblee, GA
2015

June 2015 – October

Systems Engineer (Upgrade Project)

- Contractor assigned to assist IRS Systems Engineers with nationwide hardware upgrades and deployments of Peripheral Gateway Servers and iLO configurations.
- Removed all Windows 2008 (and prior) servers from environment and promoted Active Directory Domain and Forest function level to Windows Server 2012 R2. Installed/Configured Windows Server 2012 R2 for 60 IRS Server locations throughout the United States.
- Managed/Supported Cisco Unified Intelligent Contact application implementations, changes and reports.

Leapfrog Atlanta, GA
2015

May 2015 - June

Exchange Migration Specialist (Project)

- Architect and implemented Office 365 migration projects.
- Configured High Availability failover clusters for ADFS.

Children's Hospital of Atlanta Atlanta, GA
2015

March 2015 – May

Senior Active Directory Support Engineer (Contractor)

- Managed Active Directory, Exchange 2010, and SCCM in a Citrix environment.

LARSON-JUHL Norcross, GA
2015

August 2014 - January

Network Engineer/Systems Administrator (project)

- Re-architected Windows Active Directory Topology thereby eliminating replication errors and improving replication process, implementing alert system that sends weekly report to Engineering Group.
- Managed VMWare Hypervisor (5.x & 6), V-Center servers, EMC VNX Storage Arrays, CISCO UCS and HP 7000 Blades Chassis.
- Managed Active Directory User Groups, WSUS, Nagios and Exchange 2013.
- Create monthly reports, and recommendations for Managed Services Clients.

HAYER FILLING SYSTEMS, Inc. Conyers, GA
2014

September 2013 - July

Sr Infrastructure Engineer/Systems Engineer/Systems Administrator

- Implemented Unitrends Backup and Recovery system and Trend Micro Anti-Virus Solution.
- Performed Active Directory cleanup and domain renaming.
- Installed Dell EqualLogic SAN and NAS Storage devices to increase space and maintain stability.
- Reconfigured Active Directory and established Group Policies to manage all network Systems.
- Installed Windows Server Clusters with load balancing using multiple ESXi5.5 hosts, VMware and Hyper-V, configuring hardware, NICs, peripherals, services, settings, directories, storage, etc.
- Performed daily system monitoring, verifying the integrity and availability of all hardware, server resources, systems and key processes, reviewing system and application logs, and verifying completion of scheduled jobs such as backups and windows updates using WSUS.
- Installed/managed Unitrends, Trend Micro Anti-Virus Solution, Windows IIS configuration, VMware ESX 5.1, WSUS Server, Cisco ASA, Office 365, Adobe, Rockwell, AutoCAD, Solid Edge, Step 7, SAP B1, and Camos. Managed licensing for all software.
- Managed all IT inventory, purchasing and retirement of devices as well as the relationship with IT vendors.

TerraGo Tech/REACH360 Marietta, GA
2013

July 2013 - September

IT Administrator (project)

- Local Contractor during transition, tasked with assisting company in relocation project from Atlanta to DC area.
- Effectively provisioned, installed/configured, and maintained company's IT inventory.
- Managed SharePoint, VMware/VSphere ESX/ESXi 5.1, Veeam Backup and Replication.
- Managed Hosted Microsoft Exchange, Nagios (UNIX) Server, WUG Server, and WSUS Server.
- Managed Network including firewall, switches, NAS, VPN etc.

IPSWITCH, INC. Alpharetta, GA
2013

January 2013 - July

Technical Support Engineer

- Installation Support Engineer for What's Up Gold in Multi-platform Server environments.
- Configured new implementations & developed processes/procedures and documentation for internal server environment.
- Identified, diagnosed, and resolved document defects & feature requests; proposed steps to reproduced relevant logs & snapshots.

EMORY UNIVERSITY Atlanta, GA
2013

June 2011 - January

Operating Systems Engineer/Administrator, Sr

- Restructured Active Directory policies, users, permissions, folders and OU structure.
- Provided day-to-day Server level Systems Administration and Desktop Support for the Infrastructure and applications used by Emory University Library Students, Faculty and Staff.
- Upgraded Domain Controllers and repurposed servers as needed. Installed Nagios Server Alert Software on all servers and UPS devices to provide real time alerts, enabling me to fix incidents before users noticed.
- Managed Microsoft SCCM deployments; oversaw deployments of large and complex applications targeted for mass audience.

ZOG, INC. Philadelphia, PA (Contract)
2010

December 2009 - August

Night-shift NOC Specialist/Server Administrator

- Administered Level 2&3 Helpdesk support for multiple companies equipped with Windows, Linux, Oracle and Citrix based environments; maintained permissions, roles and troubleshooting.

- Monitored server backups using multiple tools and programs such as, Vembu Storgrid and Backup Exec and resolved issues.

UNIVERSITY OF PENNSYLVANIA Philadelphia, PA

June 2004 - May

2011

Senior IT Support Specialist/Systems Administrator

- Primary support provider for faculty, staff and graduate students in the Mathematics and Physics Departments.
- Evaluated, implemented, tested, customized, and maintained new release of all hardware/software products and lifecycle.
- Designed software configurations, imaging process, inventory and policy for Windows and Linux desktops.
- Managed systems using Active Directory and assigning group policies.

Skills

Operating Systems: Windows Server, Linux

Virtualization: VMware, Hyper-V

Cloud Services: Office 365, Azure, AWS, Citrix

Networking: Cisco, Palo Alto, VPNs

Scripting: PowerShell

Monitoring: Nagios, PRTG, WhatsUpGold

Active Directory: Group Policy, PIM

Backup Solutions: Commvault, Veeam, Unitrends

Project Management, Remedy

Additional skills and information available upon request.

Nominee Information
Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2025 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 25, 2024.**

Alex Buck

Name _____

Highland Village, TX 75077

Address/City/Zip _____

214-908-5940 *alexmaryb@me.com*

Cell Phone _____ E-mail _____

1. Are you a resident of Denton County? Yes/No
 - a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? Yes/No
2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? Yes/No
 - a. If yes, which taxing unit? _____
 - b. When? _____
3. Are you, or have you ever been an employee of Denton CAD? Yes/No
 - a. If yes, what years were you employed? _____
4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? Yes/No
 - a. If yes, what years have you served? _____
5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? Yes/No
 - a. If yes, please list: _____
6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? Yes/No
7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? Yes/No

8. Are you directly related to any employee of the Denton CAD? Yes/No ☒ No
a. If yes, please list the degree of relation. _____

9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated?

Yes/No ☒ No

10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

After serving 2 terms on the Denton CAD Board of Directors, I have seen the staff perform exceptionally well with an understaffed workforce & a changing market place regarding values. The challenges in front of DCAD moving forward include: ① Continuing to increase staff at a manageable rate, ② Exploring every avenue to keep the staff's productivity maximized ③ Training the new & existing personnel ④ Exploring facilities to house expanding staff while maximizing an customer service ⑤ Being a responsible steward of our member institutions contributions.

11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

*As a 45 year resident of Denton County dedicated to service I am humbled to even be considered for this post. My goal is to continue to be responsive to all of our member entities needs & concerns. I have observed many of your meetings both online & in person to familiarize myself with your varied interests & points of view. I plan to continue that practice if selected for a second term.
(See attached resume)*

Return to:
Misty Baptiste - Denton Central Appraisal District
3911 Morse St.
Denton, TX 76208
misty.baptiste@dentoncad.com

ALEXANDER LARKIN BUCK

PROFESSIONAL EXPERIENCE:

Quivira Enterprises, LLC. 1993 to present.

Responsible for building, marketing and acquisition of 300,000 square feet of commercial space in Lewisville and Flower Mound targeting startup businesses. Owner & CEO.

Lomas & Nettleton: 1983-1991

Responsible for acquisition, analysis, financing, zoning, sales, and infrastructure development of approximately 8,000 acres of real estate located in 5 states. Locally these included subdivisions in Corinth, Lewisville and Coppell.

EDUCATION

Southern Methodist University, 1983. Bachelors in Business, Concentration in Finance

PERSONAL

DCAD Board of Directors, 2021-2024

Medical Center of Lewisville Board of Trustees, Chairman- 2011-2017

Rotary Club:1993 to present.

Board Member 17 years. President -2012

Lewisville Education Foundation: 1995 to present

Past President and Life time Board Member

Scholarship Reader and School Chairman 1999-present

Marcus High School Liaison, 1998-2015

Endowed Buck Family Scholarship

Endowed Eiler & Adlaine Buck Scholarship

Endowed Evelyn Buck Elementary Teacher of the Year Award

Endowed Rowena McReynolds Teacher Grant

Texas Parent Teacher Student Association (PTSA) Life Member

Lewisville Independent School District

Bond Election PAC Treasurer 2005, 2008, 2017, 2023 and 2024

Bond Oversight Committee 2011 to 2013

School Finance Advisory Member 2018-2019

Golden Apple Award, 2008.

Champion for Kids Award, 2013

Donated and built 3 playground shelters for elementary and middle schools

Marcus Volleyball Booster Club President

InCubator Ed Mentor 2018-2020

Marcus Mentorship Program 2006-2008

Lewisville Economic Development Foundation, 2004 to 2008 President -2008

Dallas Home Builders Board Member, 1997 to 2002

Denton Home Builders Board Member, 1994 to 2005
President- 1998.

Member of Highland Village Master Plan Committee, 1998

Boy Scouts of America Silver Eagle Award, 2009

Lewisville Chamber of Commerce Citizen of the Year-2011

Lewisville High School Hall of Fame, 2021

Father of the three most beautiful children in the world

Nominee Information
Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2025 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 25, 2024.**

Bryan Dodson
Name

3554 Norwich Ln, Frisco, 75033
Address/City/Zip

817-312-7598
Cell Phone

bryandodson@yahoo.com
E-mail

1. Are you a resident of Denton County? Yes/No
 - a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? Yes/No
2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? Yes/No
 - a. If yes, which taxing unit? _____
 - b. When? _____
3. Are you, or have you ever been an employee of Denton CAD? Yes/No
 - a. If yes, what years were you employed? _____
4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? Yes/No
 - a. If yes, what years have you served? _____
5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? Yes/No
 - a. If yes, please list: _____
6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? Yes/No
7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? Yes/No

8. Are you directly related to any employee of the Denton CAD? Yes/No No
a. If yes, please list the degree of relation. _____
9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? Yes/No No
10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

AS A FORMER TRUSTEE FOR FRISCO ISD, I WAS APPROACHED ABOUT POSSIBILITY OF SERVING IN THIS ROLE, IF ELECTED. I AM HERE AND WILLING TO SERVE MY COMMUNITY IN THIS ROLE IN AN HONORABLE WAY, AS I HAVE IN THE PAST SERVING AS AN ELECTED OFFICIAL, AS WELL AS, VARIOUS BOARDS.

11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

SERVED ON: FRISCO ISD SCHOOL BOARD

CITY OF FRISCO CDC MEMBER

CITY OF FRISCO PLANNING & ZONING

CITY OF FRISCO BOARD OF ADJUSTMENTS

FRISCO EDUCATION FOUNDATION

MEMBER FRISCO FIRST BAPTIST

YOUTH SOCCER COACH

Return to:
Misty Baptiste - Denton Central Appraisal District
3911 Morse St.
Denton, TX 76208
misty.baptiste@dentoncad.com

RECEIVED

OCT 21 2024

Nominee Information
Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2025 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 25, 2024.**

Mike Hennefer
Name

4265 Harvest Hill Road, Carrollton, TX 75010
Address/City/Zip

(214) 802-1382
Cell Phone

mike@mikehennefer.com
E-mail

1. Are you a resident of Denton County? **Yes/No**
 - a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? **Yes/No**
2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? **Yes/No**
 - a. If yes, which taxing unit? _____
 - b. When? _____
3. Are you, or have you ever been an employee of Denton CAD? **Yes/No**
 - a. If yes, what years were you employed? _____
4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? **Yes/No**
 - a. If yes, what years have you served? _____
5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? **Yes/No**
 - a. If yes, please list: _____
6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? **Yes/No**
7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? **Yes/No**

8. Are you directly related to any employee of the Denton CAD? **Yes/No**
a. If yes, please list the degree of relation. _____

9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? **Yes/No**

10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

I want to serve because I think I would be a good board member. Why? I have good experience.

I have owned a commercial property management firm since 1991. We have managed over 30 million square feet of commercial buildings. During that time I have personally handled informal protest, formal protest and even engaged some lawsuits. I understand the valuation process and the protest process.

I know how to ask questions. As an elected city councilmember (City of Carrollton) and as a business owner, I learned the value of asking questions. I'd rather be the man with the right questions instead of the man who thinks he knows all the answers.

11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

I tackle problems in a positive way. A good property manager looks for and fixes problems before they become serious. As a DCAD board member I will operate the same way. There are some problems. Taxed entities are not entirely satisfied with DCAD. Why?

DCAD has some problems with limited staffing and meeting deadlines. Why?

What improvements can be made to satisfy the taxed entities. What improvements

can be made to support and improve DCAD. I am willing to look seriously at these and other issues.

Return to:
Misty Baptiste - Denton Central Appraisal District
3911 Morse St.
Denton, TX 76208
misty.baptiste@dentoncad.com

MIKE HENNEFER

for DCAD BOARD OF DIRECTORS



Businessman

- Owner: Corporate USA Real Estate Services, have managed 30 million Sq. Ft. Commercial Buildings
- Owner: Corporate Contractors, Built 50 Million Sq. Ft.
- Texas Real Estate Broker since 1991
- Owner: Advanced Environmental Management

Family Man

- Lived in Denton County for 39 Years
- Raised 4 Children, Who Graduated from LISD Schools
- Married 50 Years
- 12 Grand Children

Man of Faith

- Grateful Believer in Jesus Christ
- Served in Many Callings and Positions in My Church
- Served as Program Coordinator for 60 Addiction Recovery Groups in North Texas

EXPERIENCED

- Informal Appeals
- Appraisal Review Boards
- Appraisal Lawsuits
- Elected to Carrollton City Council
- Treasurer Metrocrest Hospital Authority
- Vice Chair Trinity River Authority

SEASONED

- City of Carrollton Audit Committee
- North Texas Council of Government Emergency Preparedness Planning Council
- Dallas County Medical Reserve Corps
- Member of Transit Oriented Development
- Dallas Red Cross Liaison

Mike Hennefer Campaign
Email mike@mikehennefer.com
Cell (214) 802-1382

Nominee Information
Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2025 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 25, 2024.**

Name Raymond (Ray) Martin
Address/City/Zip 2621 Sir Alexander Ln, Lewisville, Tx 75066
Cell Phone 469-387-7528 E-mail raymartin.texas@yahoo.com

1. Are you a resident of Denton County? Yes/No
 - a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? Yes/No
2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? Yes/No
 - a. If yes, which taxing unit? _____
 - b. When? _____
3. Are you, or have you ever been an employee of Denton CAD? Yes/No
 - a. If yes, what years were you employed? _____
4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? Yes/No
 - a. If yes, what years have you served? _____
5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? Yes/No
 - a. If yes, please list: _____
6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? Yes/No
7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? Yes/No

Nominee Information
Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2025 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. Please return this form by October 25, 2024.

Name Raymond (Ray) Martin
Address/City/Zip 2621 Sir Alexander Ln, Lewisville, Tx 75056
Cell Phone 469-387-7528 E-mail raymartin.texas@yahoo.com

1. Are you a resident of Denton County? Yes/No ☒
 - a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? Yes/No
2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? Yes/No ☒
 - a. If yes, which taxing unit? _____
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3. Are you, or have you ever been an employee of Denton CAD? Yes/No ☒
 - a. If yes, what years were you employed? _____
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 - a. If yes, what years have you served? _____
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 - a. If yes, please list: _____
6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? Yes/No ☒
7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? Yes/No ☒

8. Are you directly related to any employee of the Denton CAD? Yes/No
a. If yes, please list the degree of relation. _____
9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? Yes/No
10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.
-

I have been very blessed personally and professionally and have a life goal of servant leadership, giving back and paying forward. Through this life commitment along with my residential and commercial real estate and information technology experience, and a demonstrated commitment to community service, I am excited about making meaningful contributions as a DCAD Board Member, as we together, capitalize on the opportunities and address the complex challenges facing the DCAD entities and the DCAD.

11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.
-

As a new DCAD Board Member I would engage with the DCAD Board, the DCAD entities, and the DCAD to listen and gain an in-depth understanding of the challenges facing us. From there I would be an advocate, ensuring that the DCAD Board empowers the DCAD to successfully meet its obligations to the DCAD entities and stays true to its values of honesty, integrity, fairness, efficiency, professionalism, and transparency. I have 10+ years of residential and commercial real estate experience, and 35+ years of information technology experience in business process management, software asset management, and change management, and 25+ years of dedicated community service. My diverse experience and servant leadership along with my analytical mindset and strong problem-solving and process improvement skills would be invaluable in my role as DCAD Board Member.

Return to:
Misty Baptiste - Denton Central Appraisal District
3911 Morse St.
Denton, TX 76208
misty.baptiste@dentoncad.com

Nominee Information
Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2025 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 25, 2024.**

Ann Pomykal

Name

Corinth, TX 76210

Address/City/Zip

214-364-0039

Cell Phone

ann.pomykal@aol.com

E-mail

1. Are you a resident of Denton County? Yes/No
 - a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? Yes/No
2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? Yes/No
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10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

Will bring to the Denton CAD Board of Directors the following:

1. Completed 2 terms on Denton CAD Board
2. Strong Business Experience - 27 years at TX Instruments in Key Leadership roles, last 7 years as Ex. Director T.I. Foundation
3. Proven track record of board leadership across the metropolitan area on Board of United Way of Denton County
4. Strong ties to Denton County - grew up in Denton, raised children in Lewisville & grand children in Highland Village
5. Strong commitment to learning

11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

I commit myself 100% to any project I take on.

My past commitments to education, health & human services & having served in public office including Mayor gave me a broad view of using data & other resources to make decisions.

Being Director of Corporate Citizenship @ T.I. & the T.I. Foundation have given me a strong financial & business base for this opportunity.

My highest priority is my family & being outdoors.

Return to:
Misty Baptiste - Denton Central Appraisal District
3911 Morse St.
Denton, TX 76208
misty.baptiste@dentoncad.com

Nominee Information

Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2025 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 25, 2024.**

Rob Altman II

Name

3472 Delford Drive Frisco, Texas 75033

Address/City/Zip

979-574-3390

Cell Phone

robaltman2@gmail.com

E-mail

1. Are you a resident of Denton County? **Yes**
 - a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? **Yes**
2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? **No**
 - a. If yes, which taxing unit? _____
 - b. When? _____
3. Are you, or have you ever been an employee of Denton CAD? **No**
 - a. If yes, what years were you employed? _____
4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? **No**
 - a. If yes, what years have you served? _____
5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? **No**
 - a. If yes, please list: _____
6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? **No**
7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? **No**

8. Are you directly related to any employee of the Denton CAD? **No**
a. If yes, please list the degree of relation. _____
9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? **No**
10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

I believe in service to others and to the community. My family moved to North Texas because of the opportunities available to my family. These opportunities as we saw them were great communities to live in, work in, and play in.

These opportunities also included education and the ability for my children to receive a strong academic foundation with our respective school district before pursuing higher education.

I have always been intellectually curious and enjoy advocating for organizations and people. I also enjoy solving problems and enjoy working to find solutions, and yet I understand the economic principle of tradeoffs.

The statutory requirements for central appraisal district board members should be executed with a pragmatic approach. I will look for ways to educate the public on process and build relationships; I will use the same skills I used as a diplomatic advisor overseas to ensure positive impact.

11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

I have attached my resume and a cover letter that will highlight my experiences in the finance, business development, and military sectors.

Each of these experiences includes the management of large budgets, resource allocation, compliance, controls, and risk mitigation. These also include my constant focus on the unintended consequences of decision making and subsequent impacts.

Return to:
Misty Baptiste - Denton Central Appraisal District
3911 Morse St.
Denton, TX 76208
misty.baptiste@dentoncad.com

Rob Altman II
(979) 574-3390
[https://www.linkedin.com/in/robaltman2/
robaltman2@gmail.com](https://www.linkedin.com/in/robaltman2/robaltman2@gmail.com)

October 21, 2024

Denton Central Appraisal District Entities

Dear Neighbor,

Joining the military at 19, I have always had a passion for service, team building, and positive impact. After over 25 years of military service, I moved my family to Frisco, Texas, where I built a network of community volunteers and fellow veterans to support Scouting, Veteran efforts, and the larger North Texas community. I strive to exemplify the model of public service as a noble calling. As such, I'm asking that you vote for me to represent you on the Denton Central Appraisal Board.

I am confident that my leadership and experience in both the military and in industry will have a positive and lasting impact, as a representative, for your organization. I have managed multi-million-dollar budgets and have experience with both compliance and risk mitigation. I thrive on relationship building, listening, process improvement, deep analysis, emotional intelligence, and asking the right questions.

I will approach the duties and responsibilities of a board member, as outlined in Texas Law and the tax code, with deliberate problem-solving process and stakeholder collaboration. I will look for ways to seek both process improvement, on the board, and advocate for risk mitigation as applied to your organization.

Sincerely,



Rob Altman II
Frisco, Texas

ROB ALTMAN II

PROFESSIONAL SUMMARY

Results and values driven—positive leader—focused on building organizational successes and care of people. Demonstrated record of success in building high performing teams and profitable operations.

Top Secret/SCI Clearance adjudicated January 2018

WORK HISTORY

Vice President, Lead Business Execution Consultant 09/2023 - Current **Wells Fargo, Plano, Texas**

- Strategic Execution Lead—selected to uplift operations support for the Merchant Services Onboarding Operations team
- Developed and implemented the Merchant Services Onboarding Operations controls front line monitoring program for multiple lines of business that include (Bank Secrecy Act and Anti-Money Laundering, Pricing, Contract Management, Regulatory Support, and Implementations) and consist of 52 separate controls.
- Currently designing the reporting and analytics program, executing operational systems, and organizational moves, and driving positive change for Wells Fargo Merchant Services Onboarding Operations
- Current technical software and data tools used includes both proprietary and Fiserv applications

Executive Business Manager, 09/2022 - Current **J.P. Morgan & Chase Co., Plano, Texas**

- Military Pathways Associate (1/10 selected in 2022), and Executive Business Manager, for the Technical Implementations Leadership Team
- Developed the 2023 organization strategy, reporting and analysis, operational systems, and training efforts as a change management initiative for the Technical Implementations team within Merchant Services and the Corporate Investment Bank—these efforts included the reduction of aging cases by 80% in 120 days, increasing time to revenue for both large and small business clients.
- Technical software and data tools used for customer relationships and reporting included Salesforce and Tableau

Federal and Defense Program Manager, 05/2018 - 05/2021 **URETEK USA, Inc, Frisco, Texas**

- Business Development and Strategic Relationships
- Customer facing; identify business needs and requirements, managed Capture and Pipeline Development within and outside of the federal acquisition process
- Provided training to federal and defense clients for transportation and infrastructure readiness solutions
- Familiarity with Federal Acquisition Regulations and Defense Federal Acquisition Regulations



Frisco, Texas 75033



(979) 574-3390



robaltman2@gmail.com

SKILLS

- Leadership and People Development
- Senior Leadership
- Strategic Planning
- Finance and Operations Support
- Program and Project Management
- Analytical and Critical Thinker
- Community Outreach

PROFESSIONAL DEVELOPMENT

- Business Analytics Program, Cornell University—May 2023
- Project Management Professional Program, University of Texas—March 2023
- Lean Six Sigma Black Belt Course, Simplilearn—March 2023
- U.S. Chamber of Commerce, Hiring our Heroes Corporate Fellow, Amazon Operations Manager—May 2018

COMMUNITY OUTREACH

- Member, Frisco Veterans Advisory Committee—2018 to Present
- Project Lead Purple Heart Monument Project—August 2024 to Present (\$30,500 raised of \$50,000 goal)
- Project Lead, Frisco Parks and Recreation, Veterans Memorial Renovation—2021 (Over \$150,000 in both cash and in-kind donations raised)
- North Texas Partner, fundraising for the Museum of the U.S. Army—2018 (Over \$115,000 raised)

- Briefed Chief of the U.S. Army Corps of Engineers and Commander and the U.S. Air Force Procurement Commander on URETEK capabilities; provided URETEK process specifications to U.S. Air Force Civil Engineering Command for inclusion in the Unified Facilities Criteria for Asphalt and Pavement repair and inclusion for multiple design solicitations
- Built URETEK's Federal and Defense team from the ground level-increasing URETEKs overall revenue with a new line of business (3.6%- from \$0 to \$1.8 million dollars in the first 18 months)
- Technical software and data tools used for reporting included Salesforce and proprietary applications

Chief of Staff/ Executive Officer, 01/2016 - 06/2018

U.S. Army, Fort Cavazos, Texas

- Senior leader of a combat armored force consisting of 10 direct reports and over 650 soldiers and the principal advisor to unit commander
- Responsible for personnel, logistics, communication, operations, intelligence, and vehicle fleet maintenance programs and staff functions (lines of business)
- Responsible for training and professional development of 30 battalion Officers
- Handpicked by 1st Cavalry Division Commanding General to redirect the organization as positive change agent/ coach and redirected the organizations' focus to mission prioritization, organizational pride, and personal development
- Led organizations' core logistics program (battalion maintenance program), with a vehicle and equipment portfolio valued over \$328.7 million dollars to a 96% success rate (operational rate), an improvement of 34% within the first 90 days.
- Provided oversight, management, and execution of, to include day-to-day collaboration with Industry Program Managers for the M1A2 Abrams and M2A3 Bradley upgrades for 42 vehicles. Project cost: \$266.8 million dollars
- Managed the annual training and maintenance budget, an excess of 20 million dollars, and ensured the successful travel (deployment and return) of 3 (100 person plus) training deployments
- Organized and lead the resourcing, coordination, and execution of the 1st Cavalry Divisions' 2018 strategic planning conference; synchronized the training efforts, and regional travel, for 6 organizations, their operational planners, approximately 18,000 personnel, and 23 supporting and external agencies for 2018 through 2020

Senior Consultant and Diplomatic Advisor, 01/2015 - 12/2015

U.S. Army OPM SANG, Hofuf, Saudi Arabia

- Lead Diplomatic Advisor for King Abdullah Brigade
- Supervised 4 U.S. Diplomatic advisors and 6 contracted interpreters in support of Saudi Arabian National Guard modernization objectives
- Advisor to 3 General officers of the Saudi Arabian Ministry of the National Guard, and their deputies, in operations, intelligence, training/coaching, logistics, and the fielding and tactical employment
- Developed the King Abdullah Brigade 3-year training plan, procurement, and contracting plan
- Acted as liaison for U.S. Personnel assigned to the region and supported the Consul General's (U.S. State Department) efforts on regional economic development

- Host Committee for U.S. Army Scholarship fund—2018 to Present (\$7500.00 raised)
- National Security Advisory Committee, America's Future Series—2019 to Present
- Albers Aviation Veterans Conference Volunteer—2022 to Present
- Scout Master, Troop 45, Little Elm, TX—2023 to Present
- Assistant Scout Master, Troop 45, Little Elm, TX—2019 to 2023
- Life Member Frisco, Texas Veteran of Foreign Wars Post 8273—2018 to Present (Scouting Scholarship Chair)
- Life Member Frisco, Texas American Legion Peter J. Courcy Post 178—2018 to Present (Former Jr. Vice Commander)

LANGUAGES

- GERMAN
- Professional Working

- Provided oversight, coordination, procurement, contracting, and security analysis for Nada Farms Compound Phase II expansion project that included 22 permanent and guest villas under contract between NADA Farms and OPM-SANG with an annual budget of 1.7 million U.S. Dollars

Principal Trainer/ Coach, 01/2009 - 01/2011

U.S. Army, Fort Moore, GA

- Company Commander for Infantry training company consisting of 13 direct reports and 240 employees with production goals of 720-960 trainees annually
- Handpicked by Brigade Commander to lead Reservist training unit to coach, instill, and inspire, a positive environment
- Recognition from U.S. Army senior leaders, for training solutions to meet current realistic combat scenarios

EDUCATION

PhD, Student, History, Current

University of North Texas - Denton, TX

- Completing required coursework; research currently focused on U.S. Army Interwar Planning and Mobilization.

MMAS, History, 12/2014

U.S. Army Command and General Staff College - Leavenworth, KS

- Selected for The Art of War Scholars program: Master's Thesis on U.S. Army Interwar Planning and the 1939 Protective Mobilization Plans.

MA, International Affairs, 12/2013

Texas A&M University - College Station, TX

(George H.W. Bush School of Government and Public Service)

- Capstone presented to Director of National Intelligence Liaison to NATO
- Ansary Fellow 2011-2013
- Inaugural Chief Student Ambassador

Graduate Certificate in National Security Studies, 05/2013

U.S. Army War College - Carlisle, Pennsylvania

Graduate Certificate Program in Advanced Security Studies, 06/2011

George C. Marshall Center – Garmisch-Partenkirchen, Germany

BA, History, 05/2004

Texas A&M University - College Station, Texas

- Member of Phi Alpha Theta Honor Society
- Glasscock Undergraduate Research Award

Nominee Information

Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2025 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 25, 2024.**

John "Bruce" Yeager

Name

11460 Hill Country Circle Ponder, TX. 76259

Address/City/Zip

940-231-9990

Cell Phone

bruce.yeager414@gmail.com

E-mail

1. Are you a resident of Denton County? **Yes/No**
 - a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? **Yes/No**
2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? **Yes/No**
 - a. If yes, which taxing unit? Ponder ISD
 - b. When? 2005-2020
3. Are you, or have you ever been an employee of Denton CAD? **Yes/No**
 - a. If yes, what years were you employed? _____
4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? **Yes/No**
 - a. If yes, what years have you served? _____
5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? **Yes/No**
 - a. If yes, please list: _____
6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? **Yes/No**
7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? **Yes/No**

8. Are you directly related to any employee of the Denton CAD? **Yes/No**
a. If yes, please list the degree of relation. _____

9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? **Yes/No**

10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

I spent my professional career in public service and I would be happy to continue to serve our community with the s
forward thinking conservative approach that I used as a public school superintendent for 28 years.

11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

Denton County Resident for 19 years

Retired Public School professional 36 years 28 of which Superintendent

Married for 38 years

Two children 4 grandchildren all residents of Denton County

Return to:
Misty Baptiste - Denton Central Appraisal District
3911 Morse St.
Denton, TX 76208
misty.baptiste@dentoncad.com



TOWN COUNCIL AGENDA K.1. REGULAR ITEM(S)

DATE: December 2, 2024

FROM: Theresa Scott, Town Secretary

ITEM: **Consider approval of a resolution urging the Lewisville Independent School District (LISD) Board of Trustees to consider all available options in lieu of closing Garden Ridge Elementary, located at 2220 S. Garden Ridge Blvd, Flower Mound, Texas, and providing an effective date.**

BACKGROUND: At the November 18 meeting, Town Council directed staff to bring forward a resolution that could be presented to Lewisville Independent School District (LISD) to outline various concerns regarding the possible closing of Garden Ridge Elementary School, located at 2220 S Garden Ridge Blvd, Flower Mound, as outlined in LISD's [Community Efficiency Committee report](#).

The Town's School Liaison Committee met on November 25th and discussed correspondence that the Town received from the public on the matter, LISD reporting documents, and draft language for a proposed resolution.

BOARD REVIEW/CITIZEN FEEDBACK: The Town's [School Liaison Committee](#) gave input on the proposed resolution, as indicated in italics within the draft resolution. A representative will be at the December 2nd meeting to talk about their remarks as needed.

ALTERNATIVES: No action is required.

FISCAL IMPACT: N/A

LEGAL REVIEW: James Donovan, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has prepared the resolution as to form and legality.

ATTACHMENTS:

1. Draft Resolution

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

TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE TOWN OF FLOWER MOUND, TEXAS, URGING THE LEWISVILLE INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES TO CONSIDER ALL AVAILABLE OPTIONS IN LIEU OF CLOSING GARDEN RIDGE ELEMENTARY (GRE) SCHOOL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Lewisville Independent School District (“LISD”) serves as an integral institution in the community, providing quality education and fostering the growth and development of students and the success of the school district is essential to the future of our children, our community, and our society, as the district plays a crucial role in equipping students with the knowledge, skills, and values they need to succeed in an ever-changing world; and

WHEREAS, the LISD is facing challenges such as budget constraints, resource shortages, and downward student enrollment trends that require collective effort and community support to address; and

WHEREAS, *the reputation and access to LISD’s quality schools in Flower Mound are influential factors for parents when considering moving to Flower Mound; and*

WHEREAS, in May 2024, LISD brought together 50 members of the LISD community to form the Community Efficiency Committee (“CEC”) which met six times through September 2024, carefully studying how LISD can best use its facilities to serve its students; and

WHEREAS, the CEC prepared and presented to the LISD Board of Trustees a School Retirement and Boundary Adjustment Proposal (the “Proposal”); and

WHEREAS, as pointed out in the Proposal, LISD student enrollment peaked in 2015-16 with 53,396 students, with enrollment for the 2024-25 school year falling to 47,754 students and forecasts indicating that LISD student enrollment will stabilize at approximately 45,000 students over the next ten years; and

WHEREAS, Garden Ridge Elementary School (“GRE”), located at 2220 S. Garden Ridge Blvd, in the Town of Flower Mound, Texas, currently provides an excellent education as it has established a high-quality learning environment to the students it serves; and

WHEREAS, the Proposal recommends that GRE School be retired and that students presently living within the GRE School attendance zone be relocated to a different elementary school; and

WHEREAS, GRE School is a highly valued member of the neighborhood in which it is located and the greater community of Flower Mound; and

WHEREAS, the Town Council of the Town of Flower Mound, Texas, finds that closing GRE will have a dramatic impact on the neighborhood surrounding the school, creating further distances for students to travel, and increasing traffic patterns at other elementary schools in the Town of Flower Mound.

WHEREAS, *the Town Council of the Town of Flower Mound, Texas, also finds that closing GRE will significantly negatively impact the high population of special education students at this school, causing learning disruptions, regression in skills, increased isolation, and challenges for both students and teachers due to their unique needs required compared to general education peers.*

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

Section 1.

Requested LISD Action

The Town Council hereby respectively encourages and requests the LISD Board of Trustees to:

- (a) Postpone any decision to act on the CEC's recommendation to retire GRE School until after the 89th Texas Legislative Session ends in order to review any potential increase to school funding.
- (b) Consider all alternatives in order to keep GRE School open as a successful school that is integral to the neighborhood.
- (c) *Review the report calculations closely, focusing on the impact on the children, families, and teachers instead of the growth and population numbers.*
- (d) *Consider the operational and transition impact for students being relocated to a different elementary school, such as Donald Elementary, and if that school can take on the additional students based on current and future enrollment and facility accommodations.*

Section 2.

Requested Legislative Action

The Town Council hereby respectively encourages and requests the 89th Texas Legislature to take a serious look to addressing school funding challenges that are impacting school closure decisions around the state.

Section 3.

Effective Date

This Resolution shall take effect December ____, 2024.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____, ON THIS
_____ DAY OF DECEMBER, 2024.

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY