

**FLOWER MOUND TOWN COUNCIL REGULAR MEETING;
TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION,
AND EMERGENCY MEDICAL SERVICES DISTRICT SPECIAL MEETING;
AND CRIME CONTROL AND PREVENTION DISTRICT SPECIAL MEETING**



October 7, 2024
Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

6:00 p.m.

In accordance with section 551.127 of the Texas Government Code (Open Meeting Act) this meeting will be an in-person meeting with either a member of Town Council, staff, or consultant, participating by video conference. The public meeting location will be Flower Mound Town Hall, 2121 Cross Timbers Rd Flower Mound, Texas. The Mayor, as presiding officer of Town Council, and a quorum of the Town Council will be physically present at this location. The location where the Mayor is physically present shall be open to the public during the open portions of the meeting.

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. 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

E. ANNOUNCEMENTS

1. Announcements from the mayor and council members

F. TOWN MANAGER'S REPORT

1. Capital Improvement Projects
2. Economic Development Projects
3. Organizational Updates
 - a. National Community Planning Month

4. Scooter Regulation Update

G. 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).

H. COORDINATION OF CALENDARS

1. October 17 - Work Session
2. October 21 - Regular Meeting

I. 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: 9/16, 9/17, 9/19 - Consider approval of the minutes from a regular meeting of the Town Council; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special meeting; and Crime Control and Prevention District Special meeting on September 16, 2024, and Work Sessions held on September 17 & 19, 2024.
2. Custodial Supplies Services - Consider approval of Bid No. 2024-92-A, Custodial Supplies Services to Complete Supply, Inc. and Empire Paper Company at the unit prices bid, in the estimated annual amount of \$170,000.00; and authorization for the Mayor to execute on behalf of the Town.
3. Veterans Liaison Board - Discuss and consider adopting a resolution to modify the duties and add members to the Veterans Liaison Board.
4. WWTP Step Screen Repair Services - Consider approval of the purchase of repair services with Huber Technology for the repair of the Wastewater Preliminary Treatment Area Screen equipment, in the amount of \$66,535.96; and authorization for the Mayor to execute same on behalf of the Town.
5. Purchase of Cardiac Monitors/Defibrillators - Consider approval of the purchase of six (6) Zoll X series Cardiac Monitors/Defibrillators for Fire and Emergency Services frontline apparatus in the amount of \$321,298.52 under NPP Contract # PS20200; and authorization for the Mayor to execute same on behalf of the Town.

J. REGULAR ITEM(S)

1. School Liaison Committee - School Liaison Committee quarterly report and discuss and consider adopting a resolution to modify the duties and add members to the School Liaison Committee.
2. Legislative Priorities - Consider approval of the Town of Flower Mound 2025 Legislative Priorities for the upcoming 89th Texas State Legislature.
3. Economic Development Strategic Plan - Presentation of the Economic Development Strategic Plan created by TIP Strategies, Inc.

4. Reimbursement Resolution - Consider approval of a resolution declaring expectation to reimburse expenditures with proceeds of future debt and authorizing the preparation of the documents associated with the issuance, sale, and delivery of the debt obligations; and providing an effective date.
5. RC23-0002 - Dakota - Consider a request for a Record Plat (RC23-0002 – Dakota) to develop a residential subdivision with certain exceptions, modifications, and waivers to the Code of Ordinances. The property is generally located south of Meadow Lark and east of Deer Path. (PZ recommended approval by a vote of 6 to 0 at its September 23, 2024, meeting)
6. TIRZ #1 - Presentation and discussion regarding Tax Increment Reinvestment Zone No. 1, including current status, expiration date and potential extension.

K. 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.

1. DCAD Board - Nomination(s) only - Town Council to consider approval of a resolution to nominate individuals to be voted on by taxing jurisdictions for the Board of Directors for the Denton Central (DCAD) Appraisal District.
2. Discuss and consider the Outstanding Citizen Award selection process.

L. 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. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the Municipal Judge, Alternate Judge, and Associate Judge.
2. Annual evaluation - Town Secretary
3. Consultation with Town Attorney.
 - a. Tax exemptions for property located in Riverwalk Public Improvement District.
4. 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.
5. 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.

6. 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.

M. RECONVENE

N. 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: October 4, 2024, at 2:00 p.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](#).

**FLOWER MOUND TOWN COUNCIL REGULAR MEETING;
TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION,
AND EMERGENCY MEDICAL SERVICES DISTRICT SPECIAL MEETING;
AND CRIME CONTROL AND PREVENTION DISTRICT SPECIAL MEETING**



September 16, 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
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
Bryn Meredith, 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
Tom Vyles, Environmental Health Manager
Meg Jakubik, Director of Budget Services
David Coulon, Police Chief

B. INVOCATION

Chaplain Liles 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. LIVEUnited Month Proclamation - United Way

Mayor Moore recited the proclamation and presented it to Frank Dixon and Michael Martinez, United Way Board members, and residents.

2. Constitution Week Proclamation - Daughter's of the American Revolution
Mayor Moore recited the proclamation and presented it to Shari Willaims, DARS Flower Mound Chapter.
3. Food Safety Award
Mr. Vyles provided background information about the Food Safety Award program and announced the winners.

E. PUBLIC COMMENT

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.	Si Simonson, 3104 Native Oak Dr	Veterans Day Speaker
2.	Jane and Greg Crews, 3300 Druid Way	Fentanyl and mental health awareness
3.	Karl Schafler, 4305 Millington Dr	Fentanyl awareness
4.	Sweetie Bowman, 6524 Orchard Dr	Artist studio tour
5.	Venny Carrion, 3424 Heather Glen	Fentanyl

F. ANNOUNCEMENTS

There were announcements from Mayor/Councilmembers regarding:

- Drug repository at Police Department
- Gribson Grant Cabin
- Artist open studio tour
- Art Party at the Flower Mound Library
- Doggie dive at the CAC
- Do Your Part, Make Some Art - Sept 28
- Outstanding Citizenship Award
- Communications awards (7)
- H TeO now open at Morriss/1171
- Flower Mound Fire, Police Department, and Officer Christian Edmondson voted Best of Denton County
- Veterans Relay Run

G. TOWN MANAGER'S REPORT

1. Capital Improvement Projects
2. Economic Development Projects
Mr. Childers announced a Social Media Usage workshop is scheduled for September 19th, and in collaboration with the Flower Mound Chamber.
3. Organizational Updates

H. FUTURE AGENDA ITEM(S)

Mayor Moore requested a future agenda on the topic of drug overdose (particularly fentanyl and opioids) and what's being done by the Town and area nonprofits. There was Council consensus to have the discussion.

I. COORDINATION OF CALENDARS

Mayor Moore confirmed that all members of Council plan to be at the following meetings. Councilmember Drew indicated he will be participating remotely on Oct. 7.

1. September 17 - B&C Interview #1
2. September 19 - B&C Interview #2
3. October 7 - Regular Meeting
4.
 - Discuss and prioritize future work session topics:
 - Town lighting regulations
 - Naming of Independence Fest Car Show
 - Rainwater Harvesting
 - Utility Rates: currently scheduled for March 20, 2025
 - Hotel Occupancy Tax revenue: currently scheduled for March 20, 2025

Mr. Childers outlined various topics staff is tracking for future work sessions.

5. Discuss canceling the December 19 Work Session
There was Council consensus to cancel the December 19th work session.

J. CONSENT ITEM(S)

ACTION: Brian Taylor moved to approve consent items J.1; 3 - 14 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 - 8/19 - Consider approval of the minutes from a regular meeting held on August 19, 2024.

2. Atmos Rate Case - Consider approval of a resolution adopting Atmos Energy Corp., Mid-Tex Division's rate tariffs that reflect the negotiated rate change pursuant to the Rate Review Mechanism process.
This item was moved from consent to regular.

Councilmember Werner recused herself from discussion on this item.

Ms. Jakubik provided background information for this item, and she, or Mr. Childers, responded to questions from Council regarding:

- consumption and rate charges
- clarification regarding the categories of customers and how calculated
- communication
- possibility of tabling this item

Jan Rugg, Manager of Public Affairs, Atmos

Ms. Rugg provided information as it relates to commercial and residential customer consumption and responded to questions from Council regarding:

- rate change categories
- modernization of meters
- consumption charges

ACTION:	Adam Schiestel moved to approve J.2. as presented in the agenda caption. Ann Martin seconded the motion.
AYES:	Ann Martin, Adam Schiestel, Chris Drew, Brian Taylor
NAYS:	None
RECUSED:	Janvier Werner
RESULT:	4 : 0

RESOLUTION NO. 11-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE ("ACSC") AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S 2024 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC'S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN

- EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC'S LEGAL COUNSEL.
3. Investment Policy - Consider approval of a resolution adopting an Investment Policy for funds for the Town of Flower Mound as required annually by the Public Funds Investment Act.
RESOLUTION NO. 12-24
A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS ("TOWN"), ADOPTING AN INVESTMENT POLICY FOR FUNDS FOR THE TOWN AS REQUIRED ANNUALLY BY THE PUBLIC FUNDS INVESTMENT ACT; AND PROVIDING AN EFFECTIVE DATE.
 4. Water and Sewer System Rates - Consider approval of an ordinance amending Appendix A of the Code of Ordinances by amending the charges for residential and non-residential water and sewer service; providing a severability clause; providing for publication; and providing an effective date.
ORDINANCE NO. 38-24
AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING APPENDIX A, "FEE SCHEDULE," OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND BY AMENDING THE CHARGES CONTAINED THEREIN FOR RESIDENTIAL AND NON-RESIDENTIAL WATER AND SEWER SERVICE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.
 5. Stormwater Utility System Fee - Consider approval of an ordinance amending the Code of Ordinances of the Town of Flower Mound through the amendment of Appendix A "Fee Schedule" of the Code of Ordinances by amending and ratifying the fee not codified in Section 70-777 relative to the charges for the Stormwater Utility System fee.
ORDINANCE NO. 39-24
AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING APPENDIX A "FEE SCHEDULE" OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND RELATIVE TO THE CHARGES FOR STORMWATER UTILITY SYSTEM FEES; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.
 6. Blue Ribbon Bond Committee Resolution - Consider adopting a Resolution establishing a Blue Ribbon Bond Committee, and defining its purpose and scope of work.
RESOLUTION NO. 13-24
A RESOLUTION OF THE TOWN OF FLOWER MOUND, TEXAS, ESTABLISHING A BLUE RIBBON BOND COMMITTEE, OUTLINING ITS STRUCTURE, DEFINING ITS PURPOSE AND SCOPE OF WORK, AND SETTING A SUNSET DATE; AND PROVIDING AN EFFECTIVE DATE.
 7. 2024 Mound Throw Down Event - Beer/Wine Request - Consider approval for the sale and consumption of alcoholic beverages (beer and wine) at the Heritage Park of Flower Mound during Therapeutic Recreation Group's 2024 Mound Throw Down event. The Parks Board recommended approval by a vote of 6 to 0 at its September 5, 2024, regular meeting.

8. Vehicle Purchases - PD - Consider approval of purchasing four (4) 2024 Chevrolet Silverado Crew Cab Trucks with a police equipment package from Lake Country Chevrolet as per Town of Flower Mound specifications and vendor estimate via TIPS USA Cooperative Contract for \$201,094.00.
9. Joint Firefighting Training Facility ILA Amendment - Consider the approval of the Second Amendment to the Interlocal Agreement between the City of Lewisville, the Town of Flower Mound, and the City of Highland Village for the design, construction, maintenance, operation, and management of a Joint Firefighting Training Facility.
10. PSA - Wastewater Preliminary Treatment Area Screen Equipment - Consider approval of a Professional Service Agreement with Plummer Associates, Inc., for the Wastewater Preliminary Treatment Area Screen Equipment Replacement project, in the amount of \$57,585; and authorization for the Mayor to execute same on behalf of the Town.
11. Erosion Control - Construction Agreement - Consider approval of a Construction Agreement with Knight Erosion Control, Inc. for site repairs of the aerial sanitary sewer line creek crossing near River Bend Trail, in the amount of \$356,143.21; and authorization for the Mayor to execute same on behalf of the Town.
12. Construction Agreement with Texas Pride Utilities, LLC - Consider approval of a Construction Agreement with Texas Pride Utilities, LLC, for the Kirkpatrick Lane and Stapleton Street Sanitary Sewer Rehabilitation project, in the amount of \$700,494.00; and authorization for the Mayor to execute same on behalf of the Town.
13. Professional Services Firm Selections - Consider approval of twenty-two (22) professional engineering firms to provide professional engineering services, five (5) geotechnical engineering firms to provide material testing services, two (2) independent property appraisal firms to provide real property appraisals, and two (2) subsurface utility engineering firms to provide subsurface utility engineering for the Town, for a two-year term ending September 15, 2026.
14. TML Interlocal Agreement - Consider approval of the Cyber Liability and Data Breach Response Interlocal Agreement with Texas Municipal League Intergovernmental Risk Pool to join the self-insurance pool to be named the Texas Municipal League Joint Cyber Liability and Data Breach Response Self-Insurance Fund.

K. REGULAR ITEM(S)

1. FY 24-25 Budget Public Hearing - Public Hearing to consider the proposed budget for the fiscal year beginning on October 1, 2024, and ending on September 30, 2025.

Mayor Moore opened items 1 - 4 at the same time.

Ms. Jakubik gave a presentation for items 1 - 4 identifying or noting:

- strategic focus
- decision packages by objective
- capital projects, including funding
- changes from proposed budget
- 2024 proposed tax rate
- debt service fund
- no-new revenue tax rate
- voter approval tax rate
- property tax bill
- monthly cost breakdown (town services)
- financial overview
- crime control and prevention district

and she responded to questions from Council regarding:

- meter replacements
- certified tax rolls

Mayor Moore opened the public hearing for item K.1 at 7:10 p.m.

	SUPPORT	OPPOSITION	QUESTIONS OR COMMENTS ONLY
1.			Venny Carrion, 3424 Heather Glen

Mayor Moore closed the public hearing for item K.1 at 7:10 p.m.

No action was required for item K.1- Public Hearing only.

2. FY 24-25 Budget Adoption - Consider approval of an ordinance adopting the budget for the fiscal year beginning on October 1, 2024, and ending on September 30, 2025, and making appropriations for each fund and department.

Motion 1 of 2 for item K.2:

ACTION: Adam Schiestel moved to approve an ordinance adopting the budget for the fiscal year beginning on October 1, 2024, and ending on September 30, 2025, and making appropriations for each fund and department. Janvier Werner seconded the motion.

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

Motion 2 of 2 for item K.2:

ACTION: Adam Schiestel moved to ratify the property tax revenue increase reflected in the FY 2024-2025 budget. Brian Taylor seconded the motion.

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

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

ORDINANCE NO. 40-24

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, ADOPTING AND APPROVING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025, AND MAKING APPROPRIATIONS FOR EACH FUND AND DEPARTMENT; PROVIDING FOR THE LEVYING AND COLLECTION OF A SUFFICIENT TAX TO PAY THE INTEREST ON SINKING FUND AND OTHER OBLIGATIONS; REPEALING CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

3. FY 24-25 Fire District Budget Adoption - Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to consider approval of a resolution adopting the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget for the fiscal year beginning on October 1, 2024, and ending on September 30, 2025.

ACTION: Brian Taylor made a motion that the Town Council, acting as the Board of Directors for the Fire Control, Prevention, and Emergency Medical Services District, move to approve a resolution adopting the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget for the fiscal year beginning on October 1, 2024, and ending on September 30, 2025. Adam Schiestel seconded the motion.

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

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

RESOLUTION NO. 14-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ACTING AS THE BOARD OF DIRECTORS OF THE TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT, ADOPTING AND APPROVING THE BUDGET FOR THE TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

4. FY 24-25 Crime District Budget Adoption - Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to consider approval of a resolution adopting the Town of Flower Mound Crime Control and Prevention District budget for the fiscal year beginning on October 1, 2024, and ending on September 30, 2025.

ACTION: Ann Martin made a motion that The Town Council, acting as the Board of Directors for the Crime Control and Prevention District, move to approve a resolution adopting the Town of Flower Mound Crime Control and Prevention District budget for the fiscal year beginning on October 1, 2024, and ending on September 30, 2025. Chris Drew seconded the motion.

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

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

RESOLUTION NO. 15-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ACTING AS THE BOARD OF DIRECTORS OF THE TOWN OF FLOWER MOUND CRIME CONTROL AND PREVENTION DISTRICT, ADOPTING AND APPROVING THE BUDGET FOR THE TOWN OF FLOWER MOUND CRIME CONTROL AND PREVENTION DISTRICT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

5. FY 24-25 Tax Rate Adoption - Public Hearing to consider approval of an ordinance adopting the 2024 tax rolls and fixing and levying municipal ad valorem taxes for the fiscal year beginning on October 1, 2024, and ending on September 30, 2025, and for each fiscal year thereafter until otherwise provided,

at the rate of \$0.387278 per \$100 assessed valuation on all taxable property within the corporate limits of the Town of Flower Mound as of January 1, 2024.

Mayor Moore opened the public hearing at 7:28 p.m.

	SUPPORT	OPPOSITION	QUESTIONS OR COMMENTS ONLY
1.			Venny Carrion, 3424 Heather Glen, Flower Mound, TX

Mayor Moore closed the public hearing at 7:30 p.m.

ORDINANCE NO. 41-24

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, FIXING AND LEVYING MUNICIPAL AD VALOREM TAXES FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2024, AND ENDING ON SEPTEMBER 30, 2025, AND FOR EACH FISCAL YEAR THEREAFTER UNTIL OTHERWISE PROVIDED, AT A RATE OF \$0.387278 PER ONE HUNDRED DOLLARS (\$100) ASSESSED VALUATION ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE TOWN AS OF JANUARY 1, 2024; DIRECTING THE ASSESSMENT THEREOF TO PROVIDE REVENUES FOR THE PAYMENT OF CURRENT EXPENSES AND TO PROVIDE AN INTEREST AND SINKING FUND ON ALL OUTSTANDING DEBTS OF THE TOWN; PROVIDING FOR DUE AND DELINQUENT DATES TOGETHER WITH PENALTIES AND INTEREST; PROVIDING FOR APPROVAL OF THE 2024 TAX ROLLS; REPEALING CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

6. Scooter Safety - Presentation and discussion regarding scooter safety and potential solutions the Town can explore.

Mr. Childers provided background information, and Chief Coulon reported incidents involving scooters in Flower Mound. He also pointed out what state law allows in the area of scooter safety, and what could be done by Town legislation, and he responded to questions or comments from Council regarding:

- scooter handling versus bicycles
- interest in coming up with an ordinance to have a helmet law, a limit to one person, speed or age restrictions (no one under 8 years of age) and other elements that would be easily enforceable, as well as interest in having an understanding regarding consequences associated with the violations
- would like to hear from the public to get their input
- would like to get recommendations from the police department
- use of scooters in parking lot
- less regulation - to not discourage outdoor play

L. BOARDS/COMMISSIONS

No discussion.

M. CLOSED MEETING

Mayor Moore announced that the Town Council is convening into a closed meeting at 7:58 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. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the Municipal Judge, Alternate Judge, and Associate Judge.
3. 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.
4. 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.
5. 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.

N. RECONVENE

The Town Council reconvened into an open meeting at 9:11 p.m., and no action was taken on the above items.

O. ADJOURN

Mayor Moore adjourned the meeting at 9:11 p.m. and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

CHERYL MOORE, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY

Town Council Work Session Board and Commission Interviews #1



September 17, 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 6:01 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

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

No one spoke.

C. BOARDS/COMMISSIONS

The Town Council interviewed the following individuals for various Board or Commission positions:

1. James Muench
2. Max Shoura
3. Alison Moronta
4. Laurie Appelbaum
5. Kelly Furnas
6. Michael White
7. Craig Goodhart
8. Ashish Puri
9. Rich Crossley
10. Nagesh Kunamneni
11. Barbara Barrios
12. Jennifer Meinel
13. Kenneth Walsh
14. Sean Lee
15. Murthy Mantha
16. Clarence Qualls
17. Prem Palaniappan
18. Sweety Bowman
19. Virginia Curry

1. Conduct interviews for the following boards or commissions:

1. Animal Services Board
2. Board of Adjustment/Oil & Gas Board of Appeals (Places 1, 2, 3, 4, 5, 6, 7, 8)
3. Community Development Corporation
4. Cultural Arts Commission (CAC)
5. DCTA Board of Directors (Town appointed representative)
6. Environmental Conservation Commission (ECC)
7. Historical Commission
8. Parks Board
9. Planning & Zoning Commission/Capital Improvements Advisory Committee (Places 1, 2, 3, 4, 5, 6, 7, 8, 9)
10. School Liaison Committee
11. SMARTGrowth Commission
12. Tax Increment Reinvestment Zone Number One (TIRZ #1)
13. Transportation Commission
14. Veterans Liaison Board

2. Discuss and consider resignations, appointments, evaluations, reassignments, discipline, dismissals, duties and responsibilities, structure, effectiveness, or procedures regarding the above-referenced boards, commissions, or committees, including revisions to the Board, Commission, and Committee Manual.

Town Council gave direction to update the board manual with the recommended revisions and updates.

There was some discussion regarding the duties, responsibilities, or structure of the Animal Services Board and the School Liaison Committee.

D. CLOSED MEETING

The Town Council did not convene into closed session.

1. Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the Board of Adjustment/Oil & Gas Board of Appeals and Planning and Zoning Commission, including revisions to the Board, Commission, and Committee Manual.
No discussion.

E. RECONVENE

N/A

F. ADJOURN

Mayor Moore adjourned the meeting at 8:52 p.m. and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

CHERYL MOORE, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY

Town Council Work Session Board and Commission Interviews #2



September 19, 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
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

B. PUBLIC COMMENT

No one spoke.

C. BOARDS/COMMISSIONS

1. Conduct interviews for the following boards or commissions:
The Town Council interviewed the following Town board/commission applicants, and some of which are current members interested in being considered for a different board:

1. Mike Bean
2. Abha Joshi
3. Adam Pilat
4. Beth Soderberg
5. Amy Turner
6. Karen Wright
7. Cindy Jones
8. Stephen Davies
9. Carina Vanlaet
10. Pallan Deshpande

11. Patrick Gleason
12. Melanie Wall
13. Andrew Glass
14. Ricky Clark
15. Carey Turner
16. Alan Fullbright
17. Sarah Ahmed
18. Elaine Takacs
19. Srinivas Hanmandlu
20. Toni Moffitt

2. Animal Services Board

ACTION: Janvier Werner moved to appoint or reappoint the following members:

Christine Hastings, Place 2
 Kelly Furnas, Place 3
 Elizabeth Soderberg, Place 4
 Laurie Appelbaum, Place 5
 Sharon Gentry, Place 6
 Amy Turner, Place 8, Alternate
 Carina Vanlaet, Place 9, Alternate

and with a term beginning October 1, 2024, and ending September 30, 2026, for even number places, and September 30, 2025, for odd number places.

AYES: Adam Schiestel seconded the motion.
 Ann Martin, Adam Schiestel, Chris Drew, Brian Taylor, Janvier Werner

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

3. Board of Adjustment/Oil and Gas Board of Appeals (Places 1, 2, 3, 4, 5, 6, 7, 8)

ACTION: Adam Schiestel moved to appoint or reappoint:

Charles Freeny, Place 2
 Jodi Sealy, Place 4
 Mike Bean, Place 5
 Jenifer Meinel, Place 6, Alternate
 Sarah Ahmed, Place 7, Alternate
 Patrick Gleason, Place 8, Alternate

and with a term beginning October 1, 2024, and ending September 30, 2026, for even number places, and September 30, 2025, for odd number places.

Brian Taylor seconded the motion.

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

4. Community Development Corporation

ACTION: Ann Martin moved to appoint or reappoint:

Michael White, Director, Place 1
John Mignone, Director, Place 2
Srinivas Hanmandlu, Director, Place 4
Alison DeMoronta, Director, Place 5
Shruti Rawat, Director, Place 6
Clarence Qualls, Director, Place 7

and with a term beginning October 1, 2024, and ending December 31, 2026, for even number places, and December 30, 2025, for odd number places.

Adam Schiestel seconded the motion.

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

5. Cultural Arts Commission

ACTION: Brian Taylor moved to appoint or reappoint:

Elizabeth Brannon, Place 2
Laverne Amsterdam, Place 4
Murthy Mantha, Place 5
Cindy Jones, Place 6
Virginia Curry, Place 8, Alternate

and with a term beginning October 1, 2024, and ending September 30, 2026, for even number places, and

September 30, 2025, for odd number places.

Chris Drew seconded the motion.

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

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

6. DCTA Board of Directors (Town appointed representative)

No action taken.

7. Environmental Conservation Commission (ECC)

ACTION: Chris Drew moved to appoint or reappoint:

Danielle Workman, Place 2
Marilyn Lawson, Place 4
Anna Athappan, Place 6
Elaine Takacs, Place 7
Alan Fullbright, Place 8, Alternate
Toni Moffitt, Place 9, Alternate
Nagesh Kunamneni, Place 10, Alternate

and with a term beginning October 1, 2024, and ending September 30, 2026, for even number places, and September 30, 2025, for odd number places.

Janvier Werner seconded the motion.

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

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

8. Historical Commission

ACTION: Ann Martin moved to appoint or reappoint:

Sweetie Bowman, Place 2
Marsha Gavitt, Place 4
Kathy Blair, Place 6
Cecilia Hood, Place 8

and with a term beginning October 1, 2024, and ending September 30, 2026, for even number places, and

September 30, 2025, for odd number places.

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

9. Parks Board

ACTION: Chris Drew moved to appoint or reappoint:

Susan Borella, Place 2
Richard Kenyon, Place 4
Mark Mayer, Place 6
Ash Puri, Place 8, Alternate
Craig Goodhart, Place 10, Alternate

and with a term beginning October 1, 2024, and ending
September 30, 2026, for even number places, and
September 30, 2025, for odd number places.

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

10. Planning and Zoning Commission/Capital Improvements Advisory Committee
(Places 1, 2, 3, 4, 5, 6, 7, 8, 9)

ACTION: Janvier Werner moved to appoint or reappoint:

Jason Hobbs, Place 2
Ryan Geddie, Place 4
Don Gilmore, Place 6
Marie Jackson, Place 8, Alternate

and with a term beginning October 1, 2024, and ending
September 30, 2026, for even number places, and
September 30, 2025, for odd number places, and with the
understanding each member also serves on the Capital
Improvement Advisory Committee and the SMART Growth
Commission.

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

11. School Liaison Committee

No action taken.

12. SMARTGrowth Commission

ACTION: Adam Schiestel moved to appoint or reappoint:

Bill Koenig, Real Estate Representative, and with a term beginning October 1, 2024 and ending September 30, 2027.

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

13. Tax Increment Reinvestment Zone Number One (TIRZ # 1)

ACTION: Adam Schiestel moved to appoint or reappoint:

Tim Whisenant, Place 2
Ann Martin, Place 3, Chair

and with a term beginning October 1, 2024, and ending December 31, 2026 for even number places, and December 31, 2025 for odd number places.

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

14. Transportation Commission

ACTION: Brian Taylor moved to appoint or reappoint:

Robert Morreira, Place 2
Jason Huse, Place 4
Chris Reed, Place 6
Ricky Clark, Place 8, Alternate
Barbara Barrios, Place 9, Alternate

and with a term beginning October 1, 2024, and ending September 30, 2026, for even number places, and September 30, 2025, for odd number places.

Chris Drew seconded the motion.

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

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

15. Veterans Liaison Board

No action taken.

16. Discuss and consider resignations, appointments, evaluations, reassignments, discipline, dismissals, duties and responsibilities, structure, effectiveness, or procedures regarding the above-referenced boards, commissions, or committees, including revisions to the Board, Commission, and Committee Manual.

a. Discuss and consider revisions to the Board, Commission, and Committee Manual.

D. CLOSED MEETING

Mayor Moore announced that the Town Council convened into a closed meeting at 9:36 p.m., pursuant to Texas Government Code Chapter 551.074.

1. Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the Board of Adjustment/Oil & Gas Board of Appeals and Planning and Zoning Commission, including revisions to the Board, Commission, and Committee Manual.

E. RECONVENE

The Town Council reconvened into an open meeting at 9:53 p.m., to take action on the above items.

F. ADJOURN

Mayor Moore adjourned the meeting at 10:01 p.m. and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

CHERYL MOORE, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY



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

DATE: October 7, 2024
FROM: Jeff Garner, Director of Facilities Management
ITEM: **Consider approval of Bid No. 2024-92-A, Custodial Supplies Services to Complete Supply, Inc. and Empire Paper Company at the unit prices bid, in the estimated annual amount of \$170,000.00; and authorization for the Mayor to execute on behalf of the Town.**

BACKGROUND: The Facilities Management Division oversees the custodial maintenance of all Town facilities. A competitive sealed proposal was issued to secure an annual fixed price for the purchase of custodial supplies. The Town received seven (7) proposals from various vendors. A committee from Facilities Management carefully evaluated the bids based upon a number of predetermined criteria. During the evaluation process, it was determined that based upon the number of items to be purchased, and time involved with inventory control and contract administration, it would be in the towns' best interest to award the contract to two vendors. After a detailed and thorough evaluation, the committee determined that Complete Supply Inc. and Empire Paper Company weighed the highest score for Janitorial Supplies and returned the best value bids for the Town of Flower Mound.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$170,000

\$170,000

Account Number(s):

100-655-59200-5110

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Contract No. 2024-92-A -Empire Paper Company
2. Contract No. 2024-92-A -Complete Supply, Inc.

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

**TOWN OF FLOWER MOUND
STANDARD TERMS & CONDITIONS FOR SERVICES/PRODUCTS**

This Contract is made by the Town of Flower Mound, Texas, a Municipal Corporation (“Town”) and Empire Paper Company (“Contractor”). The Town and Contractor agree:

1. **EMPLOYMENT OF THE CONTRACTOR.** The Town agrees to retain the Contractor, and the Contractor agrees to provide services relative to: Janitorial Supplies (hereinafter referred to as “Services”) in connection with the terms and conditions as set forth in the Contract Documents, attached hereto and incorporated by reference.

2. **SCOPE OF SERVICES.** The Services to be performed are specified in the solicitation. Deviations from the Contractor’s Pricing Sheet or Criteria may be authorized from time to time by the Town in writing.

3. **SCHEDULE OF WORK.** The Contractor agrees to begin work upon receipt of written authorization from the Town. Time is of the essence for this Contract and work is to commence immediately.

4. **CONTRACT PERIOD.** The initial contract period will be one year, with four (4) optional one-year renewal periods from date of award of contract. All pricing is to remain firm during the contract period. This agreement may be terminated by either party with written notice at least ninety (90) days prior to the current term renewal date, indicating their intent not to renew

5. **COMPENSATION.** Contractor’s total compensation for products or services to be performed and expenses to be incurred is specified in the Contractor’s Pricing Sheet or Criteria.

6. **PAYMENTS.** Payments will be processed monthly with payment available within 30 days after receipt of the invoice for the previous month’s service.

7. **PRICING ESCALATION:** Unless otherwise stated in the specification herein, prices must remain firm for the initial term of the contract. The contracted vendor may request an adjustment at the time of contract renewal by submitted a request in written form to the Purchasing Manager. Basis for price escalation should be based on the consumer price index for the most recent twelve-month period reported for the Dallas-Fort Worth area. The contracted vendor shall provide the Town with copies of the appropriate indices for verification purposes. The Town of Flower Mound reserves the right to approve or reject all request for price escalations.

8. **PRICE REDUCTION:** If during the life of the contract, the contracted vendor's net prices to other customers for the same goods or services are lower than the Town of Flower Mound's contracted prices, an equitable adjustment shall be made in the contract price in favor of the Town.

9. **INVOICING.** Invoices should be prepared and submitted to the Town for payment in accordance with the Contract Documents. Invoices should be mailed to Accounts Payable, Town of Flower Mound, 2121 Cross Timbers Road, Flower Mound, TX 75028 or accountspayable@flower-mound.com.

10. **RIGHTS OF WITHHOLDING.** The Town may withhold any payment or partial payment otherwise due the Contractor on account of unsatisfactory performance by the Contractor. The amount to be withheld will be calculated based on the work not performed and the impact to the Town. Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and will not be paid to the Contractor.

11. **INFORMATION PROVIDED BY THE TOWN.** Although every effort has been or will be made to furnish accurate information, the Town does not guarantee the accuracy of information it furnishes to Contractor.

12. **TRANSFER OF INTEREST.** Neither Town nor Contractor may assign or transfer their interests in the Contract without the written consent of the other party. Such consent shall not be unreasonably withheld. This Contract is binding on Town, Contractor, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any Town officer, employee, or agent.

13. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the Town may deem necessary, the Contractor shall make available to the Town for examination all its records with respect to all matters covered by the Contract and will permit the Town to audit, examine, and make copies, excerpts, or transcripts from such records. The Town may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to the Contract.

14. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

a. The Contractor agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

b. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Contract so that such provisions will be binding upon each subcontractor, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.

c. The Contractor shall keep records and submit reports concerning the racial and ethnic origin(s) of applicants from employment and employees as the law may require.

15. TERMINATION OF CONTRACT. The Town may terminate this contract upon ninety (90) days written notice to Contractor, except in the event (i) Contractor is in breach of this Contract or (ii) Contractor fails to comply with the terms of the Contractor's Pricing Sheet or Criteria. If either of the foregoing conditions exists, The Town shall notify Contractor and Contractor shall be given two (2) days to cure such breach. Should Contractor fail to cure to the satisfaction of the Town, the Town may terminate this Contract upon written notice.

a. Furthermore, the Town retains the right to terminate this Contract at the expiration of each Town budget period (September 30) for funding purposes during the term of this Contract, even without prior notice as described in the preceding sentence.

b. In the event of any termination hereunder, the Contractor consents to the Town's selection of another Contractor to assist the Town in any way in completing the Services. Contractor further agrees to cooperate and provide any information requested by the Town in connection with the completion of the Services.

c. Contractor shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that Contractor shall receive a portion of fees and expenses permitted under this Contract in direct proportion to percentage of work completed up to the termination date. This provision shall not deprive the Town of any remedies against Contractor that may be available under applicable law.

16. CONTRACTOR'S REPRESENTATIONS. Contractor hereby represents to the Town that Contractor is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required.

17. TOWN APPROVAL FOR ADDITIONAL WORK. No payment, of any nature whatsoever, will be made to Contractor for additional work without the Town's written approval before such work begins.

a. PERFORMANCE BY CONTRACTOR. All Services provided by the Contractor hereunder shall be performed in accordance with the highest professional standards and in accordance with the Contract Documents, and Contractor shall be responsible for all Services provided hereunder whether such services are provided directly by contractor or by any contractors hired by Contractor. The Contractor shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. Contractor shall not utilize subcontractors to perform Services without the Town's prior written consent.

18. DAMAGE. In all instances where Town property and/or equipment is damaged by the Contractor's employees, a full report of the facts, extent of the damage and estimated impact on the Contractor's schedule shall be submitted to the Town's Human Resources Division by 8 a.m. of the following Town business day after the incident. If damage may result in further damages to the Town or loss of Town property, the Contractor must notify Police Dispatch immediately. The Contractor shall be fully liable for all damage to Town property or equipment caused by the Contractor's officers, employees, or agents.

19. TOWN OBJECTION TO PERSONNEL. If at any time after entering this Contract, Town has any reasonable objection to any of Contractor's personnel, or any personnel retained by Contractor, then Contractor shall promptly propose substitutes to whom the Town has no reasonable objection, and the Contractor's compensation shall be equitably adjusted to reflect any difference in the Contractor's costs occasioned by such substitution.

20. COMPLIANCE WITH LAWS. The Contractor warrants and covenants to the Town that all Services will be performed in compliance with all applicable federal, state, county and Town laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the Town's Representative are followed.

21. ENTIRE CONTRACT. This instrument together with the Contract Documents of which this Contract is a part contains the entire Contract between the Town and Contractor concerning the Services. There will be no understandings or contracts other than those incorporated herein. The Contract may not be modified except by an instrument in writing signed by the parties hereto. In the event of a conflict between an attachment to this Contract and this Contract, this Contract shall control.

22. **ADVERTISING:** Contractor shall not advertise or publish, without the Town's prior consent, the fact that the Town has entered this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

23. COOPERATIVE GOVERNMENTAL PURCHASING NOTICE (INTERLOCAL)

Other governmental entities maintaining interlocal agreements or may enter into an interlocal agreement with the Town, may desire, but not obligated, to purchase goods and services defined in this RFP from the successful Bidder. All purchases by governmental entities, other than the Town, will be billed directly to and paid by that governmental entity. The Town will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the RFP specifications. Prior to other governmental entities placing order, the Town will notify the successful Bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the Town.

_____ **Yes, Others can purchase**

_____ **No, only the Town can purchase**

24. **IMMIGRATION REFORM AND CONTROL ACT (8 U.S.C 1324a):** The Town supports the Immigration Reform and Control Act (IRCA), which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Seller and its subcontractors shall always during the term of the contract with the Town comply with therequirement of IRCA and shall notify the Town within fifteen (15) working days of receiving notice of a violation of IRCA. The Seller also warrants that it has not had an IRCA violation within the last five (5) years. The Town may terminate a contract with the Seller if the Town determines that (a) the Seller or its subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years or (b) the Seller or its subcontractors fail to timely notify the Town of an IRCA violation.

25. **NO BOYCOTT OF ISRAEL:** Pursuant to Texas Government Code Chapter 2270, the Seller agrees that acceptance of these Terms & Conditions serves as written verification that

- 1) Seller does not boycott Israel, as defined by Texas Government Code Section 808.001 and
- 2) Seller will not boycott Israel during the term of the contract.

26. COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION: Pursuant to Texas Government Code Chapter 2252, Subchapter F. Seller affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.

27. MAILING ADDRESSES. All notices and communications concerning this Contract to be mailed or delivered to the Town shall be sent to the address of the Town as follow, unless and until the Contractor is otherwise notified:

Sabrina Zadow Purchasing Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

All notices and communications under this Contract to be mailed or delivered to the Contractor shall be sent to the address listed below until the Town is otherwise notified:

Name: Michelle Sheeder
Title: Bids Agent
Company: Empire Paper Company
Address: P.O. Box 733466
City, State, Zip: Dallas, TX 75373-3466

ADDITIONAL VERIFICATIONS

To the extent required by Texas law, Seller verifies that: (1) It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code § 2274.001, and that it will not during the term of the Agreement discriminate against a firearm entity or firearm trade association; and (2) It does not “boycott energy companies,” as those terms are defined in Texas Government Code §§ 809.001 and 2274.001, and it will not boycott energy companies during the term of the Agreement.

Any notices and communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date in the notice or communication is placed in the United States Mail or hand delivered.

28. LEGAL CONSTRUCTION. If any one or more of the provisions contained in the Contract for any reason is held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been included.

29. **GOVERNING LAW.** The validity of this Contract and of any of its terms or provisions as well as the rights and duties hereunder, shall be governed by and construed in accordance with Texas law. Venue for this Contract shall be in Denton County, Texas.

30. **COUNTERPARTS.** The Contract may be signed in counterparts, each of which shall be deemed to be an original.

31. **EFFECTIVE DATE.** This contract shall be effective once it is signed by the Town and Contractor.

AGREED TO BY: EMPIRE PAPER COMPANY

Signature _____
Michelle Sheeder, Bids Agent

Date: _____

AGREED TO BY: TOWN OF FLOWER MOUND, TEXAS

Signature _____
Honorable Mayor Cheryl Moore

Date: _____

**TOWN OF FLOWER MOUND
STANDARD TERMS & CONDITIONS FOR SERVICES/PRODUCTS**

This Contract is made by the Town of Flower Mound, Texas, a Municipal Corporation (“Town”) and Complete Supply, Inc. (“Contractor”). The Town and Contractor agree:

1. **EMPLOYMENT OF THE CONTRACTOR.** The Town agrees to retain the Contractor, and the Contractor agrees to provide services relative to: Janitorial Supplies (hereinafter referred to as “Services”) in connection with the terms and conditions as set forth in the Contract Documents, attached hereto and incorporated by reference.
2. **SCOPE OF SERVICES.** The Services to be performed are specified in the solicitation. Deviations from the Contractor’s Pricing Sheet or Criteria may be authorized from time to time by the Town in writing.
3. **SCHEDULE OF WORK.** The Contractor agrees to begin work upon receipt of written authorization from the Town. Time is of the essence for this Contract and work is to commence immediately.
4. **CONTRACT PERIOD.** The initial contract period will be one year, with four (4) optional one-year renewal periods from date of award of contract. All pricing is to remain firm during the contract period. This agreement may be terminated by either party with written notice at least ninety (90) days prior to the current term renewal date, indicating their intent not to renew
5. **COMPENSATION.** Contractor’s total compensation for products or services to be performed and expenses to be incurred is specified in the Contractor’s Pricing Sheet or Criteria.
6. **PAYMENTS.** Payments will be processed monthly with payment available within 30 days after receipt of the invoice for the previous month’s service.
7. **PRICING ESCALATION:** Unless otherwise stated in the specification herein, prices must remain firm for the initial term of the contract. The contracted vendor may request an adjustment at the time of contract renewal by submitted a request in written form to the Purchasing Manager. Basis for price escalation should be based on the consumer price index for the most recent twelve-month period reported for the Dallas-Fort Worth area. The contracted vendor shall provide the Town with copies of the appropriate indices for verification purposes. The Town of Flower Mound reserves the right to approve or reject all request for price escalations.

8. **PRICE REDUCTION:** If during the life of the contract, the contracted vendor's net prices to other customers for the same goods or services are lower than the Town of Flower Mound's contracted prices, an equitable adjustment shall be made in the contract price in favor of the Town.

9. **INVOICING.** Invoices should be prepared and submitted to the Town for payment in accordance with the Contract Documents. Invoices should be mailed to Accounts Payable, Town of Flower Mound, 2121 Cross Timbers Road, Flower Mound, TX 75028 or accountspayable@flower-mound.com.

10. **RIGHTS OF WITHHOLDING.** The Town may withhold any payment or partial payment otherwise due the Contractor on account of unsatisfactory performance by the Contractor. The amount to be withheld will be calculated based on the work not performed and the impact to the Town. Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and will not be paid to the Contractor.

11. **INFORMATION PROVIDED BY THE TOWN.** Although every effort has been or will be made to furnish accurate information, the Town does not guarantee the accuracy of information it furnishes to Contractor.

12. **TRANSFER OF INTEREST.** Neither Town nor Contractor may assign or transfer their interests in the Contract without the written consent of the other party. Such consent shall not be unreasonably withheld. This Contract is binding on Town, Contractor, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any Town officer, employee, or agent.

13. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the Town may deem necessary, the Contractor shall make available to the Town for examination all its records with respect to all matters covered by the Contract and will permit the Town to audit, examine, and make copies, excerpts, or transcripts from such records. The Town may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to the Contract.

14. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

a. The Contractor agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

b. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Contract so that such provisions will be binding upon each subcontractor, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.

c. The Contractor shall keep records and submit reports concerning the racial and ethnic origin(s) of applicants from employment and employees as the law may require.

15. TERMINATION OF CONTRACT. The Town may terminate this contract upon ninety (90) days written notice to Contractor, except in the event (i) Contractor is in breach of this Contract or (ii) Contractor fails to comply with the terms of the Contractor's Pricing Sheet or Criteria. If either of the foregoing conditions exists, The Town shall notify Contractor and Contractor shall be given two (2) days to cure such breach. Should Contractor fail to cure to the satisfaction of the Town, the Town may terminate this Contract upon written notice.

a. Furthermore, the Town retains the right to terminate this Contract at the expiration of each Town budget period (September 30) for funding purposes during the term of this Contract, even without prior notice as described in the preceding sentence.

b. In the event of any termination hereunder, the Contractor consents to the Town's selection of another Contractor to assist the Town in any way in completing the Services. Contractor further agrees to cooperate and provide any information requested by the Town in connection with the completion of the Services.

c. Contractor shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that Contractor shall receive a portion of fees and expenses permitted under this Contract in direct proportion to percentage of work completed up to the termination date. This provision shall not deprive the Town of any remedies against Contractor that may be available under applicable law.

16. CONTRACTOR'S REPRESENTATIONS. Contractor hereby represents to the Town that Contractor is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required.

17. TOWN APPROVAL FOR ADDITIONAL WORK. No payment, of any nature whatsoever, will be made to Contractor for additional work without the Town's written approval before such work begins.

a. PERFORMANCE BY CONTRACTOR. All Services provided by the Contractor hereunder shall be performed in accordance with the highest professional standards and in accordance with the Contract Documents, and Contractor shall be responsible for all Services provided hereunder whether such services are provided directly by contractor or by any contractors hired by Contractor. The Contractor shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. Contractor shall not utilize subcontractors to perform Services without the Town's prior written consent.

18. DAMAGE. In all instances where Town property and/or equipment is damaged by the Contractor's employees, a full report of the facts, extent of the damage and estimated impact on the Contractor's schedule shall be submitted to the Town's Human Resources Division by 8 a.m. of the following Town business day after the incident. If damage may result in further damages to the Town or loss of Town property, the Contractor must notify Police Dispatch immediately. The Contractor shall be fully liable for all damage to Town property or equipment caused by the Contractor's officers, employees, or agents.

19. TOWN OBJECTION TO PERSONNEL. If at any time after entering this Contract, Town has any reasonable objection to any of Contractor's personnel, or any personnel retained by Contractor, then Contractor shall promptly propose substitutes to whom the Town has no reasonable objection, and the Contractor's compensation shall be equitably adjusted to reflect any difference in the Contractor's costs occasioned by such substitution.

20. COMPLIANCE WITH LAWS. The Contractor warrants and covenants to the Town that all Services will be performed in compliance with all applicable federal, state, county and Town laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the Town's Representative are followed.

21. ENTIRE CONTRACT. This instrument together with the Contract Documents of which this Contract is a part contains the entire Contract between the Town and Contractor concerning the Services. There will be no understandings or contracts other than those incorporated herein. The Contract may not be modified except by an instrument in writing signed by the parties hereto. In the event of a conflict between an attachment to this Contract and this Contract, this Contract shall control.

22. **ADVERTISING:** Contractor shall not advertise or publish, without the Town's prior consent, the fact that the Town has entered this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

23. COOPERATIVE GOVERNMENTAL PURCHASING NOTICE (INTERLOCAL)

Other governmental entities maintaining interlocal agreements or may enter into an interlocal agreement with the Town, may desire, but not obligated, to purchase goods and services defined in this RFP from the successful Bidder. All purchases by governmental entities, other than the Town, will be billed directly to and paid by that governmental entity. The Town will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the RFP specifications. Prior to other governmental entities placing order, the Town will notify the successful Bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the Town.

_____ **Yes, Others can purchase**

_____ **No, only the Town can purchase**

24. **IMMIGRATION REFORM AND CONTROL ACT (8 U.S.C 1324a):** The Town supports the Immigration Reform and Control Act (IRCA), which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Seller and its subcontractors shall always during the term of the contract with the Town comply with therequirement of IRCA and shall notify the Town within fifteen (15) working days of receiving notice of a violation of IRCA. The Seller also warrants that it has not had an IRCA violation within the last five (5) years. The Town may terminate a contract with the Seller if the Town determines that (a) the Seller or its subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years or (b) the Seller or its subcontractors fail to timely notify the Town of an IRCA violation.

25. **NO BOYCOTT OF ISRAEL:** Pursuant to Texas Government Code Chapter 2270, the Seller agrees that acceptance of these Terms & Conditions serves as written verification that

- 1) Seller does not boycott Israel, as defined by Texas Government Code Section 808.001 and
- 2) Seller will not boycott Israel during the term of the contract.

26. COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION: Pursuant to Texas Government Code Chapter 2252, Subchapter F. Seller affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.

27. MAILING ADDRESSES. All notices and communications concerning this Contract to be mailed or delivered to the Town shall be sent to the address of the Town as follow, unless and until the Contractor is otherwise notified:

Sabrina Zadow Purchasing Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

All notices and communications under this Contract to be mailed or delivered to the Contractor shall be sent to the address listed below until the Town is otherwise notified:

Name: Prince Bahcall
Title: General Manager
Company: Complete Supply, Inc.
Address: 13821 Diplomat Drive
City, State, Zip: Farmers Branch, TX 75234

ADDITIONAL VERIFICATIONS

To the extent required by Texas law, Seller verifies that: (1) It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code § 2274.001, and that it will not during the term of the Agreement discriminate against a firearm entity or firearm trade association; and (2) It does not “boycott energy companies,” as those terms are defined in Texas Government Code §§ 809.001 and 2274.001, and it will not boycott energy companies during the term of the Agreement.

Any notices and communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date in the notice or communication is placed in the United States Mail or hand delivered.

28. LEGAL CONSTRUCTION. If any one or more of the provisions contained in the Contract for any reason is held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been included.

29. **GOVERNING LAW.** The validity of this Contract and of any of its terms or provisions as well as the rights and duties hereunder, shall be governed by and construed in accordance with Texas law. Venue for this Contract shall be in Denton County, Texas.

30. **COUNTERPARTS.** The Contract may be signed in counterparts, each of which shall be deemed to be an original.

31. **EFFECTIVE DATE.** This contract shall be effective once it is signed by the Town and Contractor.

AGREED TO BY: COMPLETE SUPPLY, INC.

Signature _____
Prince Bahcall, General Manager

Date: _____

AGREED TO BY: TOWN OF FLOWER MOUND, TEXAS

Signature _____
Honorable Mayor Cheryl Moore

Date: _____



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

DATE: October 7, 2024
FROM: Theresa Scott, Town Secretary
ITEM: **Discuss and consider adopting a resolution to modify the duties and add members to the Veterans Liaison Board.**

BACKGROUND: The Veterans Liaison Board (Board) was created on February 1, 2021. This item amends the Board's member structure and duties as discussed during the 2024 Board/Commission interview process. The amended resolution:

- Adds:
 - three additional members - for a total of nine
 - a secretary, with defined duties and responsibilities

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: Make no changes.

FISCAL IMPACT: \$N/A

Proposed Expenditure/(Revenue)
\$

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

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. VLB Previous Resolution
2. VLB Draft Resolution

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

TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO. 12-21

A RESOLUTION TO MODIFY THE VETERANS LIAISON BOARD FOR THE TOWN OF FLOWER MOUND, AND TO REDEFINE THE MEMBER QUALIFICATIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Flower Mound expanded the Veterans Liaison position to a Veterans Liaison Board on February 1, 2021, to enhance the Town's current programs and services that honor our community's men and women who served, or are currently serving in the U.S. Armed Forces; and

WHEREAS, the purpose of the Board is to have representatives primarily from the Veteran community, serve in an advisory and participative role on matters pertaining to Veterans' affairs.

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

SECTION 1

The Veterans Liaison Board shall be Flower Mound residents and qualified voters of the Town at the time of his/her appointment, with five (5) of the six (6) members required to be currently serving in the military or holding a Veteran status. The sixth member is not required to be currently serving in the military or hold a Veteran status but shall be subject to all other qualification requirements set forth herein. A member who ceases to reside in the Town during his/her term of office shall immediately forfeit his/her office.

- Other qualifications for membership shall be a genuine interest in Veterans' affairs, the ability to work with the public, Town staff, Town boards, and have the time to devote to this service.
- The Veterans Liaison Board shall consist of six (6) members appointed by a majority vote of the Town Council in accordance with established procedures.
- Members shall be designated as place numbers one through six.
- The terms of office for members shall be for two years. Places one, three, and five shall be appointed to two-year terms ending on September 30 in odd numbered years. Places two, four, and six shall be appointed to two-year terms ending on September 30 in even numbered years.
- Members of the Board serve at the pleasure of the Town Council and may be removed before their terms of office expire.
- The Veterans Liaison Board shall serve without compensation.

Officers and Procedures

- At the first scheduled Board meeting in October of each year, or as soon thereafter as practicable, the first item of business shall be the selection of the Board's chairperson and vice-chairperson from among the membership of the Board.

- The chair shall preside over the meetings and serve as the liaison to Council in reporting or announcing information regarding Veterans activities. In the absence of the chair, the vice-chair shall assume the duties of the chair. Chair and vice chair members shall have the right to vote.
- In the absence of both the chair and vice chair, any member of the Board may be selected as acting chairperson for a particular meeting by majority vote of the members present.
- The Board shall meet once per quarter or other times as needed in coordination with Veteran related events.

Veterans Liaison Board Responsibilities

- Serve as an information resource on the Town's Veterans portal website.
- Work with various boards/commissions, Town staff, the public and other organizations, to serve in both an advisory and participative role in coordinating Veterans events, activities, and announcements.
- Help to maintain a positive relationship between the Town and Denton County Veterans and other area Veteran support organizations.
- The Veterans Liaison Board may have other responsibilities as authorized or assigned by the Town Council.

The following individuals are appointed to serve as the Town's Veterans Liaison Board:

1. Doug Brown, Place 1
2. Si Simonson, Place 2
3. Linda Wright, Place 3
4. Derek France, Place 4
5. Ben Norris, Place 5
6. Paul Perez, Place 6

with a term expiration date of 9/30/21 for Places 1, 3, and 5; and a term expiration date of 9/30/22 for Places 2, 4, and 6.

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 19TH DAY OF APRIL, 2021

APPROVED:

Steve Dixon

Steve Dixon, MAYOR

ATTEST:

Theresa Scott

Theresa Scott, TOWN SECRETARY

TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO. ____-24

A RESOLUTION TO MODIFY THE VETERANS LIAISON BOARD FOR THE TOWN OF FLOWER MOUND, AND TO REDEFINE THE NUMBER OF MEMBERS; CREATE THE TITLE OF SECRETARY, INCLUDING ROLES AND RESPONSIBILITIES; AND PROVIDING FOR THE APPOINTMENT OF MEMBERS TO THE BOARD; ESTABLISHING THE TERM OF OFFICE FOR EACH BOARD MEMBER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Flower Mound established the Veterans Liaison Board (Board) to enhance the Town's current programs and services that honor our community's men and women who served, or are currently serving in the U.S. Armed Forces; and

WHEREAS, the purpose of the Board is to have representatives primarily from the Veteran community, serve in an advisory and participative role on matters pertaining to Veterans' affairs.

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

SECTION 1

The Board shall be Flower Mound residents and qualified voters of the Town at the time of his/her appointment, with eight (8) of the nine (9) members required to be currently serving in the military or holding a Veteran status. One member is not required to be currently serving in the military or hold a Veteran status but shall be subject to all other qualification requirements set forth herein. A member who ceases to reside in the Town during his/her term of office shall immediately forfeit his/her office.

- Other qualifications for membership shall be a genuine interest in Veterans' affairs, the ability to work with the public, Town staff, Town boards, and have the time to devote to this service.
- The Board shall consist of nine (9) members appointed by a majority vote of the Town Council in accordance with established procedures.
- Members shall be designated as place numbers one through nine.
- The terms of office for members shall be for two years. Places one, three, five, seven, and nine shall be appointed to two-year terms ending on September 30 in odd-numbered years. Places two, four, six, and eight shall be appointed to two-year terms ending on September 30 in even-numbered years.
- Members of the Board serve at the pleasure of the Town Council and may be removed before their terms of office expire.
- The Board shall serve without compensation.

Officers and Procedures

- At the first scheduled Board meeting in October of each year, or as soon thereafter as practicable, the first item of business shall be the selection of the Board's chairperson, vice-chairperson, and secretary from among the membership of the Board.

- The chair shall preside over the meetings and serve as the liaison to Council in reporting or announcing information regarding Veterans activities. In the absence of the chair, the vice-chair shall assume the duties of the chair. Chair and vice chair members shall have the right to vote.
- In the absence of both the chair and vice chair, any member of the Board may be selected as acting chairperson for a particular meeting by majority vote of the members present.
- The secretary shall take minutes and deliver them to the Board liaison within ten (10) days of the meeting date for documentation and archival purposes.
- The Board shall meet once per quarter or other times as needed in coordination with Veteran related events.

Veterans Liaison Board Responsibilities

- Serve as an information resource on the Town's Veterans portal website.
- Work with various boards/commissions, Town staff, the public and other organizations, to serve in both an advisory and participative role in coordinating Veterans events, activities, and announcements.
- Help to maintain a positive relationship between the Town and Denton County Veterans and other area Veteran support organizations.
- The Veterans Liaison Board may have other responsibilities as authorized or assigned by the Town Council.

The following individuals are appointed to serve as the Town's Veterans Liaison Board:

1. Matthew Amidon, Place 1
2. Keith Simonson, Place 2
3. Richard Crossley, Place 3
4. Charlene Matthews, Place 4
5. John Travis, Place 5
6. Paul Perez, Place 6
7. Andrew Glass, Place 7
8. Stephen Davies, Place 8
9. James Muench, Place 9

with a term expiration date of 9/30/25 for Places 1, 3, 5, 7, and 9; and a term expiration date of 9/30/26 for Places 2, 4, 6, and 8.

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 7TH DAY OF OCTOBER, 2024.

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

DRAFT



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

DATE: October 7, 2024
FROM: Manuel Palacios, Assistant Director of Public Works
ITEM: **Consider approval of the purchase of repair services with Huber Technology for the repair of the Wastewater Preliminary Treatment Area Screen equipment, in the amount of \$66,535.96; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: The Wastewater Preliminary Treatment Area (PTA) consists of two influent screens that remove large materials and solids flowing into the wastewater treatment plant (WWTP) along with other treatment elements such as grit removal and filtration. One of the screens broke in May of this year. The second screen was in operation, however, it failed in early August. The PTA facility, including the screen replacement, is part of the WWTP Master Plan. This project was scheduled for design and construction in FY 2025. Due to the second screen failing and no longer functioning, an emergency purchase order to fast-track the repairs of the existing screens was initiated with Huber Technology. Since the second screen has failed, staff has been manually removing wastewater solids flowing into the PTA. This consists of having staff monitor and remove wastewater solids at the PTA on a 24-hour schedule. The screens must be repaired due to the risk of high wastewater flows during peak times and heavy rain events. This could cause a sanitary sewer overflow and have several negative impacts on the environment, public health, and violations of TCEQ permit regulations. The repair of both screens including parts and labor is estimated at \$66,535.96. Staff had to request an emergency purchase order to fast-track the repair schedule. Town staff followed the Town's Emergency Purchase Order Policy that mirrors the State's criteria for an Emergency Purchase.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$66,535.96

Proposed Expenditure/(Revenue)
\$66,535.96

Account Number(s):
630-970-99250-6180

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Flower Mound, TX 1
2. Flower Mound, TX 2
3. Flower Mound, TX 3
4. Form 1295 (Internal Use)

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

Billing Address

Flower Mound
2121 Cross Timbers
Flower Mound, TX 75028
UNITED STATES

Delivery Address

Town Of Flower Mound WWTP
1105 Duncan LN
Flower Mound, TX 75028
UNITED STATES

ORDER CONFIRMATION

Order No.: 73012481
Project: Flower Mound, TX (281833)
Your Reference: PO 24802
Customer No.: 113965

Date printed: 9/23/24
Our Reference: Cedric Anthony
Phone: +1-704-990-2408
Email: Cedric.Anthony@hhusa.net

Pos	Quantity	Unit	Item Description	Price USD	Total USD Tax (%)
10/1	1.00	pcs	SSF #2 w/ Old Style Pull Rods & Frame 10139563 pull rod upper part L495 **lead time 5-6 weeks** Dispatch / ex works readiness expected: 11/1/24	2,223.93	2,223.93 0%
20/1	1.00	pcs	10144419 pull rod upper part L495 **lead time 5-6 weeks** Dispatch / ex works readiness expected: 11/1/24	2,223.93	2,223.93 0%
30/1	12.00	pcs	702840 hexagon nut DIN 934 M16 Dispatch / ex works readiness expected: 11/1/24	2.58	30.96 0%
40/1	4.00	pcs	702696 hexagon bolt DIN 933 M16x 80 Dispatch / ex works readiness expected: 11/1/24	10.83	43.32 0%
50/1	8.00	pcs	302867 elbow lever with bush 300x 88x10 H15 bo40 Dispatch / ex works readiness expected: 11/1/24	798.40	6,387.20 0%
60/1	12.00	pcs	505300 sleeve 12,2/ 30,0x 31 Dispatch / ex works readiness expected: 11/1/24	20.58	246.96 0%
70/1	16.00	pcs	505460 shaft D 40f9/25h9 L40,8 DE28LC Dispatch / ex works readiness expected: 11/1/24	174.86	2,797.76 0%
80/1	1.00	pcs	10499933	7,807.00	7,807.00

Order No.: 73012481
Date printed: 9/23/24
Page: 2 (2)

Pos	Quantity	Unit	Item Description	Price USD	Total USD Tax (%)
			Huber Service Visit (24/14)		0%
			Dispatch / ex works readiness expected: 11/1/24		
90/1	1.00	pcs	410300	300.00	300.00
			Freight		0%
			Dispatch / ex works readiness expected: 11/1/24		
Total net				USD	22,061.06

Mode of dispatch: US Ground
Delivery (Incoterms@2020): DAP
Delivery terms location:
Terms of payment: 30 days net

Billing Address

Flower Mound
2121 Cross Timbers
Flower Mound, TX 75028
UNITED STATES

Delivery Address

Town Of Flower Mound WWTP
1105 Duncan LN
Flower Mound, TX 75028
UNITED STATES

ORDER CONFIRMATION

Order No.: 73012478
Project: Flower Mound, TX (281833)
Your Reference: PO 24802
Customer No.: 113965

Date printed: 9/23/24
Our Reference: Cedric Anthony
Phone: +1-704-990-2408
Email: Cedric.Anthony@hhusa.net

Pos	Quantity	Unit	Item Description	Price USD	Total USD Tax (%)
10/1	1.00	pcs	SSF #1 w/ New Style Pull Rods 10261093 movable frame SSF 4000 r. **lead time 5-6 weeks** Dispatch / ex works readiness expected: 11/1/24	7,189.10	7,189.10 0%
20/1	1.00	pcs	10261094 movable frame SSF 4000 l. **lead time 5-6 weeks** Dispatch / ex works readiness expected: 11/1/24	7,189.10	7,189.10 0%
30/1	16.00	pcs	505814 sleeve d 40 D 50,0/ 56,0 L 15 Dispatch / ex works readiness expected: 11/1/24	119.58	1,913.28 0%
32/1	12.00	pcs	505300 sleeve 12,2/ 30,0x 31 Dispatch / ex works readiness expected: 11/1/24	20.58	246.96 0%
33/1	100.00	pair	505224 spacer SS#6 t2 T5,8-5,9 Dispatch / ex works readiness expected: 11/1/24	2.58	258.00 0%
40/1	16.00	pcs	505460 shaft D 40f9/25h9 L40,8 DE28LC Dispatch / ex works readiness expected: 11/1/24	174.86	2,797.76 0%
50/1	1.00	pcs	10499819 Huber Service (24/14) Dispatch / ex works readiness expected: 11/1/24	7,807.00	7,807.00 0%
50/2	1.00	pcs	10499820	1,200.00	1,200.00

Order No.: 73012478
Date printed: 9/23/24
Page: 2 (2)

Pos	Quantity	Unit	Item Description	Price USD	Total USD Tax (%)
			Freight & Intl. Transit		0%
			Dispatch / ex works readiness expected: 11/1/24		
			Total net	USD	28,601.20

Mode of dispatch: US Ground
Delivery (Incoterms@2020): DAP
Delivery terms location:
Terms of payment: 30 days net

Billing Address

Flower Mound
2121 Cross Timbers
Flower Mound, TX 75028
UNITED STATES

Delivery Address

Town Of Flower Mound WWTP
1105 Duncan LN
Flower Mound, TX 75028
UNITED STATES

ORDER CONFIRMATION

Order No.: 73012477
Project: Flower Mound, TX (281833)
Your Reference: PO 24802
Customer No.: 113965

Date printed: 9/23/24
Our Reference: Cedric Anthony
Phone: +1-704-990-2408
Email: Cedric.Anthony@hhusa.net

Pos	Quantity	Unit	Item Description	Price USD	Total USD Tax (%)
10/1	25.00	pcs	505519 lamella movable bottom 4000 BS t2 **lead time 4-5 weeks** Dispatch / ex works readiness expected: 10/25/24	330.00	8,250.00 0%
20/1	20.00	pcs	281833-294101 lamella fixed down 4000 t2 e=6 **lead time 4-5 weeks** Dispatch / ex works readiness expected: 10/25/24	318.00	6,360.00 0%
30/1	10.00	pcs	505307 lamella doubling SSF/6 t2 L252 W122 H6 Dispatch / ex works readiness expected: 10/25/24	36.37	363.70 0%
40/1	1.00	pcs	10499818 Freight & Intl. Transit Dispatch / ex works readiness expected: 10/25/24	900.00	900.00 0%
Total net				USD	15,873.70

Mode of dispatch: US Ground
Delivery (Incoterms®2020): DAP
Delivery terms location:
Terms of payment: 30 days net



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

DATE: October 7, 2024

FROM: Paul Henley, Fire Chief

ITEM: **Consider approval of the purchase of six (6) Zoll X series Cardiac Monitors/Defibrillators for Fire and Emergency Services frontline apparatus in the amount of \$321,298.52 under NPP Contract # PS20200; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: In 2017, Fifteen (15) Zoll Cardiac Monitors/Defibrillators were put in service in Flower Mound. The life cycle for these units is approximately eight (8) years. After eight years, the warranty begins to wane on critical items. Currently, all front-line equipment have a Zoll monitor, including five (5) ambulances, eight (8) apparatus, the ambulance bus (AMBUS), plus a backup unit for emergency replacement. Since the monitors' purchase in 2017, technology has improved to include: ventilation feedback, tidal volume monitor, dashboards, and case review modules for effective after-action review. The Fire Department's Emergency Medical Services Division will replace the monitors on all the front-line ambulances in FY24-25 with an approved non-discretionary package for a total of six (6). The remaining 9 monitors (utilized on the front-line fire equipment) will be put on schedule for replacement in future fiscal years.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$321,298.52

Proposed Expenditure/(Revenue)
\$321,298.52

Account Number(s):
319-560-63000-6190

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Zoll Cardiac Monitor Quote #Q-88710

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

**ZOLL Medical Corporation**

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011

Fax: (978) 421-0015

Email: esales@zoll.com

Quote No: Q-88710 Version: 2

Flower Mound Fire Department
3911 South Broadway Avenue
Flower Mound, TX 75028

ZOLL Customer No: 6067

Robert Adcock
(972) 874-6270

Quote No: Q-88710
Version: 2

Issued Date: September 11, 2024
Expiration Date: November 30, 2024

Terms: NET 30 DAYS

FOB: Destination
Freight: Free Freight

Prepared by: Mark Lewis
EMS Territory Manager
mark.lewis@zoll.com

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1		601-2231111-01	X Series Advanced Monitor/Defibrillator - 12-Lead ECG, Pacing, SpO2, SpCO, EtCO2, BVM, NIBP, CPR Expansion Pack Includes: TBI Dashboard, 4 trace tri-mode display monitor/ defibrillator/ printer, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5in (16.5cm) diagonal screen. Accessories Included: MFC cable and CPR connector, A/C power cord, One (1) roll printer paper, 6.6 Ah Li-ion battery, Operators Manual, Quick Reference Guide, and One (1)-year EMS warranty. Parameter Details: Real CPR Help - Dashboard display of CPR Depth and Rate for Adult and Pediatric patients, Visual and audio prompts to coach CPR depth (Adult patient only), Release bar to ensure adequate release off the chest, Metronome to coach rate for Adult and Pediatric patients. See-Thru ® CPR artifact filtering • Interpretative 12-Lead ECG (Full 12 ECG lead view with both dynamic and static 12-lead mode display. 12-Lead OneStep ECG cable - includes 4-Lead limb lead cable and removable precordial 6-Lead set) • ZOLL Noninvasive Pacing Technology • Real BVM Help: Dashboard provides real-time ventilation feedback on both volume and rate for intubated and non-intubated patients. AccuVent Cable included. (Accuvent disposable sensors sold separately) • Welch Allyn NIBP with Smartcuff. 10 foot Dual Lumen hose and SureBP Reusable Adult Medium Cuff • Masimo SpO2 & SpCO with Signal Extraction Technology (SET), Rainbow SET® • EtCO2 Oridion Microstream Technology. Microstream tubing set sold separately •	6	\$55,013.00	\$45,110.66	\$270,663.96
2	1347920	8300-000676	OneStep Cable, X Series	6	\$569.00	\$415.37	\$2,492.22

**ZOLL Medical Corporation**

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011

Fax: (978) 421-0015

Email: esales@zoll.com

Flower Mound Fire Department
Quote No: Q-88710 Version: 2

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
3	1501418	8009-0020	CPR-D-padz and CPR Stat Padz Connector	6	\$493.00	\$404.26	\$2,425.56
4	1501418	8900-000220-01	OneStep Pediatric CPR Electrode (8 per case)	2	\$869.00	\$712.58	\$1,425.16
5	1347920	8000-001128	Accuvent Flow Tube (Box of 10)	6	\$797.00	\$581.81	\$3,490.86
6	1347920	8000-0580-01	Six Hour Rechargeable, SurePower II Smart Battery	12	\$1,001.00	\$730.73	\$8,768.76
7		8000-000393-01	X Series Carry Case, Premium	6	\$443.00	\$443.00	\$2,658.00
8		8778-89004-WF	Professional Defibrillators/Monitors - Worry-Free Service Plan - 4 Years At Time of Sale Includes: Annual preventive maintenance, 27% discount on new cables, 27% discount on additional SurePower II Batteries, discount on parameter upgrades, SurePower II Battery replacement upon failure, and accidental damage coverage (see below). Shipping and use of a Service Loaner during repairs, no charge shipping. Extended warranty is a continuation of the One Year Product Limited Warranty. Battery replacement and accidental damage guidelines can be found in the ExpertCare Service Plan Terms and Conditions on the ZOLL website.	6	\$7,710.00	\$6,939.00	\$41,634.00
9		8400-110045	CaseReview Premium Subscription, X Series, 5 Year- Hosted Provides detailed post-case information, including CPR quality on compression depth, rate, pause time and release velocity, as well as ECG, shocks, EtCO2 and SpO2 vital signs.	6	\$2,540.00	\$2,540.00	\$15,240.00
10		6008-9901-61	ZOLL X Series Trade In Allowance (EMS Group) See Trade Unit Considerations.	5		(\$5,500.00)	(\$27,500.00)

Subtotal: \$321,298.52

Total: \$321,298.52

Contract Reference	Description
1347920	Reflects Service Contract Worry Free X Series Modifier 2023 contract pricing. Notwithstanding anything to the contrary herein, the terms and conditions set forth in Service Contract Worry Free X Series Modifier 2023 shall apply to the customer's purchase of the products set forth on this quote.
1501418	Reflects CHM GPO NPP 2020 - Contract No. PS20200 (EXT2) contract Pricing. Notwithstanding anything to the contrary herein, the terms and conditions set forth in NPP Contract No. PS20200 shall apply to the customer's purchase of the products set forth on this quote.

Trade Unit Considerations

Trade-In values valid through November 30, 2024 if all equipment purchased is in good operational and cosmetic condition and includes all standard

**ZOLL Medical Corporation**

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Flower Mound Fire Department
Quote No: Q-88710 Version: 2

Phone: (800) 348-9011
Fax: (978) 421-0015
Email: esales@zoll.com

accessories. Trade-In values are dependent on the quantity and configuration of the ZOLL devices listed on this quotation. Customer assumes responsibility for shipping trade-in equipment at the quantities listed on the trade line items in this quotation to ZOLL's Chelmsford Headquarters within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <https://www.zoll.com/about-zoll/invoice-terms-and-conditions>, for software products can be found at <https://www.zoll.com/en/about-zoll/legal>, and for ExpertCare Service Plans can be found at <https://www.zoll.com/en/about-zoll/compliance>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

1. Delivery will be made upon availability.
2. This Quote expires on November 30, 2024. Pricing is subject to change after this date.
3. Applicable tax, shipping & handling will be added at the time of invoicing.
4. All purchase orders are subject to credit approval before being accepted by ZOLL.
5. To place an order, please forward the purchase order with a copy of this quotation to esales@zoll.com or via fax to 978-421-0015.
6. All discounts from list price are contingent upon payment within the agreed upon terms.
7. Place your future accessory orders online by visiting the ZOLL web store.

Order Information (to be completed by the customer)

- ☒ Tax Exempt Entity (Tax Exempt Certificate must be provided to ZOLL)
- ☐ Taxable Entity (Applicable tax will be applied at time of invoice)

BILL TO ADDRESS	SHIP TO ADDRESS
Name/Department: <u>Town of Flower Mound</u>	Name/Department: <u>Flower Mound Fire Dept</u>
Address: <u>2121 Cross Timbers Rd</u>	Address: <u>3911 S Broadway Ave</u>
City / State / Zip Code: <u>Flower Mound, TX 75028</u>	City / State / Zip Code: <u>Flower Mound, TX 75028</u>

Is a Purchase Order (PO) required for the purchase and/or payment of the products listed on this quotation?

- ☒ Yes PO Number: _____ PO Amount: \$340,000.00
(A copy of the Purchase Order must be included with this Quote when returned to ZOLL)
- ☐ No (Please complete the below section when submitting this order)

For organizations that do not require a PO, ZOLL requires written execution of this order. The person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms and prices in this quotation.

Flower Mound Fire Department

Authorized Signature:

N/A
Name: _____
Title: _____
Date: _____



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

DATE: October 7, 2024
FROM: Theresa Scott, Town Secretary
ITEM: **School Liaison Committee quarterly report and discuss and consider adopting a resolution to modify the duties and add members to the School Liaison Committee.**

BACKGROUND: The School Liaison Committee (Committee) was created on January 4, 2021. This item amends the Committee's member structure and duties as discussed during the 2024 Board/Commission interview process. The amended resolution:

- Adds:
 - two additional members - total of five
 - a chair, vice-chair, and secretary, with defined duties and responsibilities
- Modifies:
 - report to Council as necessary instead of quarterly
- Removes:
 - the representative assignment structure for the various school categories (e.g., ISD's, private and charter schools, and higher education)
 - the requirement to meet prior to a Council meeting

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: Make no changes.

FISCAL IMPACT: \$N/A

Proposed Expenditure/(Revenue)
\$

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

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. SLC Resolution 03-21
2. SLC Draft Resolution

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

TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO. 03-21

A RESOLUTION ESTABLISHING THE SCHOOL LIAISON COMMITTEE OF THE TOWN OF FLOWER MOUND; DEFINING THE DUTIES OF THE COMMITTEE; PROVIDING FOR THE APPOINTMENT OF MEMBERS TO THE COMMITTEE; ESTABLISHING THE TERM OF OFFICE FOR EACH COMMITTEE MEMBER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Flower Mound wishes to create a School Liaison Committee to enhance the Town's current relationships with local educational institutions that serve the students and residents of Flower Mound; and

WHEREAS, the purpose of this committee is to have representatives serve in an advisory and participative role on matters involving education that impact the citizens of Flower Mound; and

WHEREAS, each School Liaison Committee member will be appointed by the majority vote of the Town Council.

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

SECTION 1

Each School Liaison Committee member must be a Flower Mound resident and qualified voter of the Town at the time of their appointment. Members who cease to reside in the Town during their terms of office shall immediately forfeit their office.

- Other qualifications for membership shall include a sincere interest in Education, the ability to work with the public, Town Staff, Town Boards, and having the time to devote to this service.
- The School Liaison Committee will consist of three (3) members: one representative of a local public school district (Lewisville ISD, Denton ISD, Argyle ISD, Northwest ISD, and Grapevine-Colleyville ISD), one representative of a local private and charter K-12 institutions, and one representative of an institution of higher education, as that term is defined in Section 61.003 of the Texas Education Code, as it may be amended.
- The term of office for each School Liaison Committee member shall be two years and members shall be designated as places one through three. Places one and three shall be appointed to two-year terms ending on September 30 in odd numbered years. Place two shall be appointed to a two-year term ending on September 30 in even numbered years.

- The School Liaison Committee shall meet quarterly prior to the Town Council meeting to discuss upcoming activities associated with the local educational organizations identified above.
- The School Liaison Committee will report to the Town Council on educational activities of interest to the community on a quarterly basis, and as necessary.
- The School Liaison Committee serves at the will and pleasure of the Town Council and members may be removed at any time prior to the end their term.
- The School Liaison Committee members shall serve without compensation.

SECTION 2

School Liaison Committee Responsibilities

- Create and maintain an education information resource on the Town's website.
- Work with various boards/commissions, Town Staff, the public and other organizations, to serve in both advisory and participative roles as it relates to coordinating activities and announcements.
- Help to foster a working relationship between the Town and schools.
- The School Liaison Committee may have other responsibilities as authorized or assigned by the Town Council.

SECTION 3

The following individuals are appointed to serve on the Town's School Liaison Committee:

Ashley Adebogun, Place 1
 Ryan Collinworth, Place 2
 Mukkala Manjushree, Place 3

with Place 1 and 3 having a term expiration date of 9/30/21 and Place 2 a term expiration date of 9/30/22.

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 4TH DAY OF JANUARY, 2021.

APPROVED:

Steve Dixon, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO. ____24

A RESOLUTION TO MODIFY THE SCHOOL LIAISON COMMITTEE OF THE TOWN OF FLOWER MOUND; AND TO REDEFINE THE NUMBER OF MEMBERS; CREATE THE TITLE OF CHAIR, VICE-CHAIR, AND SECRETARY, INCLUDING ROLES AND RESPONSIBILITIES; AND PROVIDING FOR THE APPOINTMENT OF MEMBERS TO THE COMMITTEE; ESTABLISHING THE TERM OF OFFICE FOR EACH COMMITTEE MEMBER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Flower Mound established the School Liaison Committee (Committee) to enhance the Town's current relationships with local educational institutions that serve the students and residents of Flower Mound; and

WHEREAS, the purpose of this committee is to have representatives serve in an advisory and participative role on matters involving education that impact the citizens of Flower Mound; and

WHEREAS, each Committee member will be appointed by the majority vote of the Town Council.

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

SECTION 1

Each Committee member must be a Flower Mound resident and qualified voter of the Town at the time of their appointment. Members who cease to reside in the Town during their terms of office shall immediately forfeit their office.

- Other qualifications for membership shall include a sincere interest in education, the ability to work with the public, Town staff, Town boards, and having the time to devote to this service.
- The Committee will consist of five (5) members.
- At the first scheduled committee meeting in October of each year, or as soon thereafter practicable, the first item of business shall be the selection of the committee's chairperson, vice-chairperson, and secretary from among the membership of the committee.
- The chairperson shall coordinate when and where the committee meets and preside over the meetings.
- The vice-chairperson shall assist the chairperson in directing the affairs of the Committee. In the absence of the chairperson, the vice-chairperson shall assume the duties of the chairperson.

- The secretary shall take minutes and deliver them to the Town Secretary within ten (10) days of the meeting date for documentation and archival purposes.
- The term of office for each Committee member shall be two years, and members shall be designated as places one through five. Places one, three, and five shall be appointed to two-year terms ending on September 30 in odd-numbered years. Places two and four shall be appointed to a two-year term ending on September 30 in even-numbered years.
- The Committee serves at the will and pleasure of the Town Council, and members may be removed at any time before the end of their term.
- The Committee shall meet quarterly or as needed.
- The Committee will report to the Town Council on educational activities of interest to the community as necessary.
- The Committee members shall serve without compensation.

SECTION 2

School Liaison Committee Responsibilities

- Create and maintain an educational information resource on the Town's website.
- Work with various boards/commissions, Town Staff, the public, and other organizations to serve in advisory and participative roles in coordinating activities and announcements related to school resources and education.
- Help foster a working relationship between the town and schools.
- The Committee may have other responsibilities as authorized or assigned by the Town Council.
- The Committee shall establish rules and procedures that govern its operation.

SECTION 3

The following individuals are appointed to serve on the Town's School Liaison Committee:

Caroline Bumgarner, Place 1

Karen Wright, Place 2

_____ Place 3

Kenneth Walsh, Place 4

Carey Turner, Place 5

Places 1, 3, and 5 have terms expiring on 9/30/25, and Places 2 and 4 have terms expiring on 9/30/26.

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 7TH DAY OF OCTOBER, 2024.

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



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

DATE: October 7, 2024
FROM: JP Walton, Chief Strategic Officer
ITEM: **Consider approval of the Town of Flower Mound 2025 Legislative Priorities for the upcoming 89th Texas State Legislature.**

BACKGROUND: This item is to approve the legislative priorities for the Town of Flower Mound for the 89th Texas State Legislature. These priorities will help to guide the Town consultant, staff, and elected officials in communicating the Town's priorities with our State representatives. The intent of this item is to formalize and approve the Town's priorities in preparation for meetings with State representatives and the opening of the 89th Texas Legislature on January 14, 2025. These priorities originated through discussion with Town Council during the May 20, 2024 Town Council meeting as well as at the 2024 Strategic Planning Retreat held on July 18, 2024. The Town's legislative consultant, Brandi Bird with Bird Advocacy & Consulting, will present the legislative priorities and be available for discussion.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. 2025 Legislative Priorities

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

TOWN OF FLOWER MOUND

2025 LEGISLATIVE PRIORITIES

The following represents the legislative priorities for the Town of Flower Mound during the 89th Texas Legislature, and have been carefully vetted and approved by the Flower Mound Town Council.

PROTECTING COMMUNITY CHARACTER

Oppose legislation that would prohibit cities from requiring a minimum lot size

The Town of Flower Mound opposes legislation that would restrict cities from requiring a minimum lot size because unrestricted development violates the character of suburban communities and would be heavily opposed by neighboring properties. Residents have the ability to provide input through the municipal zoning process on adjacent properties if the use would have a negative impact on their own. Prohibiting local governments from setting lot size requirements undermines a critical function of zoning and eliminates the public's ability to provide input on zoning decisions, especially for properties adjacent to their own.

Oppose right to build Accessory Dwelling Units without restrictions

The Town of Flower Mound opposes legislation requiring municipalities to allow Accessory Dwelling Units (ADUs) in all residential zoning districts without following rezoning procedures or allowing public input. This would undermine the Town's ability to mitigate negative impacts to neighboring properties, such as the inability to regulate parking, number of units, size, and adjacency issues. By limiting the Town's ability to regulate ADUs and their impact on current infrastructure, this legislation places an unfunded burden on existing residents to absorb the costs associated with increased residential units.

PRESERVING INDIVIDUAL PROPERTY RIGHTS AND PRIVACY

Support property owner notification before utilities cut trees adjacent to their property

Support the position that utility companies must exercise transparency with Texas property owners by providing adequate advance notice of vegetation management practices that require tree trimming or removal on or adjacent to private or public property. This would ensure transparency and allow property owners to prepare for or respond to utility actions that may affect their land.

Monitor legislation related to data privacy

The Town of Flower Mound is concerned about the privacy of our resident's data and will monitor all legislation pertaining to data privacy. More specifically, the Town will monitor legislation as it pertains to the collection of data and information through video surveillance. The Town of Flower Mound will support legislation that ensures the privacy of our resident's data whether it is collected by public, private, or non-profit entities and would oppose legislation that would hinder our ability to do so.

TOWN OF FLOWER MOUND

2025 LEGISLATIVE PRIORITIES

ENHANCING FINANCIAL STEWARDSHIP AND FLEXIBILITY

Support property tax relief by allowing cities to raise the Homestead Exemption above 20%

The Town of Flower Mound supports additional property tax relief for property owners by raising the homestead exemption. Commercial property taxpayers have more tools to fight appraisal increases which has caused the appraised value of commercial properties to increase at a slower rate than residential properties. Over time this has placed a much larger burden on residential property taxpayers than commercial.

Support exemption in M&O rate calculation for capital purchases, in order to fund capital purchases with cash, rather than issue debt

The Town of Flower Mound supports an exemption in the Maintenance & Operation (M&O) rate calculation for capital purchases made with cash, as the current cap at 3.5% forces municipalities to move capital items to the Interest & Sinking (I&S) side, resulting in higher costs to residents due to interest payments. Adjusting this calculation would allow municipalities to make capital purchases more efficiently and avoid unnecessary debt.



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

DATE: October 7, 2024
FROM: Melody Eby, Economic Development Manager
ITEM: **Presentation of the Economic Development Strategic Plan created by TIP Strategies, Inc.**

BACKGROUND: The purpose of this item is to receive a presentation from TIP Strategies regarding the economic development strategic plan created for Flower Mound.

At the October 16, 2023 meeting, Town Council approved a professional services agreement with TIP Strategies, Inc. for the creation of an economic development strategic plan for the Town of Flower Mound. The purpose of the plan is to examine the policies, relationships, and organizational priorities that influence the planning process and leverage the factors that define the area's overall competitiveness. The plan is tailored to meet project objectives, including tax base enhancement, compatible development opportunities, and quality of place preservation. This strategic plan identifies both strengths and weaknesses that affect the Town's ability to attract the type of projects necessary for a successful future. As a result, the plan framework has been divided into four main goals: 1) Business Development, 2) Community Engagement, 3) Purposeful Development and Redevelopment, and 4) Quality Placemaking.

Over the course of the study, TIP obtained input from a broad cross-section of stakeholders, including public officials, key employers, the real estate development community, young professionals, higher education representatives, and the public. The economic development strategic plan identifies new opportunities and how the Town is suited to leverage its resources to get the best return on investment.

The Town's Economic Development Department will use the strategic plan as a framework to implement the strategies and actions identified in the plan. As part of the next steps, TIP Strategies will be holding an implementation workshop at the end of the month to assist Town staff in planning out the framework, and prioritizing recommendations. As the recommendations are developed, they will be brought forward to the Town Council for direction or action as necessary.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: N/A
N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. FINAL ED Strategic Plan

DRAFT MOTION: No action is required by the Town Council on this item.

TOWN OF FLOWER MOUND, TEXAS

2024 Economic Development Strategic Plan



ACKNOWLEDGMENTS

TIP Strategies would like to thank the following participants who contributed to the planning process.

TOWN OF FLOWER MOUND STAFF

City Management

- James Childers, Town Manager
- Tommy Dalton, Assistant Town Manager

Economic Development Department

- Ray Watson, Director of Economic Development
- Melody Eby, Economic Development Manager

ELECTED OFFICIALS

- Cheryl Moore, Mayor
- Derek France, Mayor (former)
- Adam Schiestel, Town Council
- Chris Drew, Town Council
- Brian Taylor, Town Council
- Janvier Werner, Town Council
- Ann Martin, Town Council
- Jim Engel, Town Council (former)

STEERING COMMITTEE MEMBERS

- Jimmy Archie, Realty Capital
- Lindsay Ayers, Lewisville Independent School District
- Doug Carignan, CBRE
- Ben Crawford, CoServ
- Chris Haverstick, Bank of the West
- John Klitsch, Texas Health Presbyterian Hospital
- Gary Lewis, Bank of the West
- Rina Maloney, Denton County
- Ryan Schroer, American National Bank & Trust
- Eric Shanks, Workforce Solutions for North Central Texas
- Mike Sheehan, IntelliCentrics
- Lori Walker, Flower Mound Chamber of Commerce

CONSULTING TEAM



TIP Strategies, Inc., is a privately held Austin-based firm providing consulting and advisory services to public and private sector clients. Established in 1995, the firm's core competencies are strategic planning for economic development, talent strategies, organizational development, resiliency planning, and equity initiatives.

Contact

TIP Strategies
13492 N Hwy 183, Suite 120-254, Austin, TX 78750
PH: +1 512 3439113
www.tipstrategies.com

Project Contributors

Jon Roberts, Managing Partner
Alex Cooke, SVP, Consulting
Victoria Wilson, Consultant

CONTENTS

- Overview.....1
 - Background2
 - Approach2
 - Plan Framework3
- Action Plan.....5
 - Introduction6
 - Goal 1. Business Development7
 - Goal 2. Community Engagement 10
 - Goal 3. Purposeful Development and Redevelopment..... 11
 - Goal 4. Quality Placemaking 13
 - Relevant Case Studies 15
- Planning Context 16
 - About the Planning Process..... 17
 - Economic Analysis 17
 - Community Vision Survey 22
 - SWOT Analysis..... 26

Images throughout this document were provided by the Town of Flower Mound or purchased from stock resources by TIP Strategies, Inc.

1

OVERVIEW



Background

The Town of Flower Mound (the Town) occupies a unique position in the Dallas-Fort Worth Metroplex. More than a suburb, it has established itself as a distinctive community known for its family-friendly quality of life, excellent schools, abundance of greenspace, and vibrant neighborhoods. Its strategic location near major highways and Dallas Fort Worth International Airport (DFW) makes it attractive for residents and businesses, while its commitment to safety and community connection continues to draw families and professionals alike. As the Town's population grows and the surrounding areas develop, Flower Mound's future rests on an approach to growth that aligns with the community's values and aspirations.

Currently, the Town's tax burden falls disproportionately on residential properties. Without strategic intervention, this imbalance will place increasing pressure on residents. It will also compromise Flower Mound's long-term competitiveness. To address this imbalance, the Town must take a diversified approach to development, aiming to support a residential-commercial property mix that can alleviate the tax burden while fostering economic resilience.

Thoughtful and strategic development and redevelopment of key areas within the Town can help preserve its character while capitalizing on economic opportunities. With significant residential and commercial developments occurring along the I-35 corridor, including the Alliance Logistics Hub expansion and enhanced access to I-35, Flower Mound has a unique opportunity to attract high-quality projects that resonate with the Town's values. Successfully leveraging these opportunities requires a clear vision supported by strategic investment. Collaboration between the Town and local stakeholders, as well as infrastructure improvements to support sustainable growth patterns, will be essential.

High-quality, mixed-use developments that focus on Class A office space and retail are a focus of this plan. Those developments should be supported by residential components and community amenities. The success of Lakeside's mixed-use development in south Flower Mound serves as a model for future projects. By focusing on specific areas such as Furst Ranch and the River Walk, vibrant hubs can be created without disrupting the integrity of neighborhoods.

Mixed-use developments are also needed to support the Town's target industries—professional services, education, and healthcare—which offer high-paying jobs to residents and present an opportunity to reduce commutes. By leveraging these sectors to attract commercial Class A office space, new developments can be aligned with the Town's character and the educational and income levels of its residents. Further, given the Town's strategic location and existing healthcare and education assets, it is well-positioned to establish a medical district that leverages its strengths and promotes sustainable economic growth.

Approach

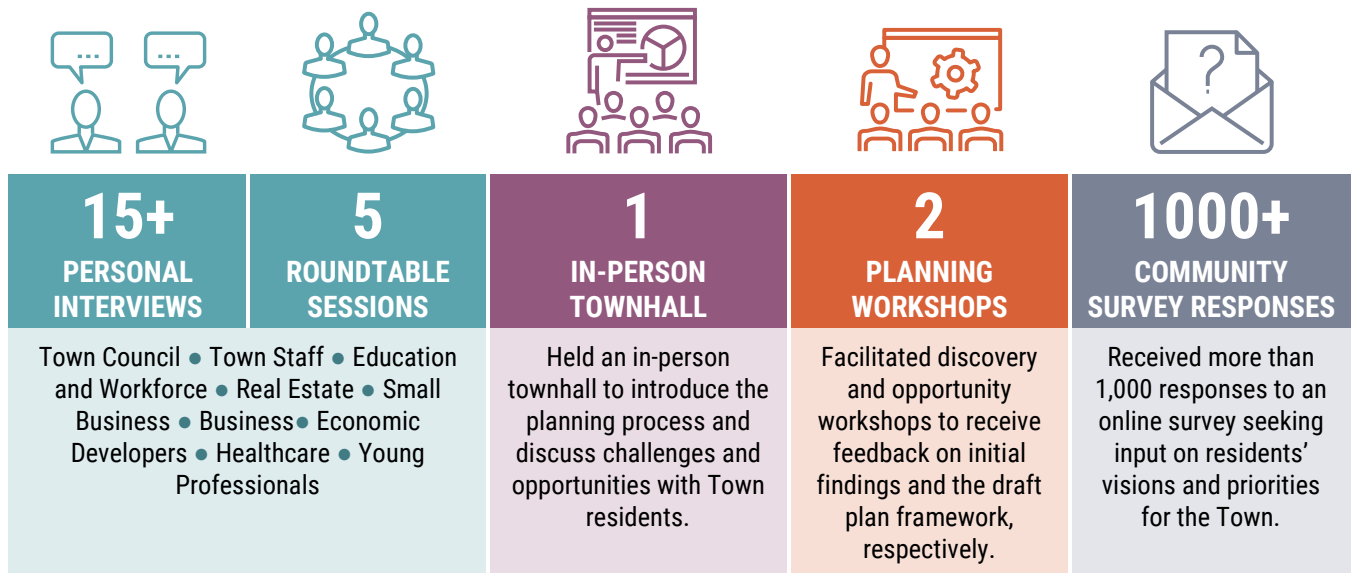
In 2023, the Town of Flower Mound engaged Austin-based TIP Strategies, Inc. (TIP), to develop an *Economic Development Strategic Plan*. The planning process followed a three-phase theory into practice model: discovery, opportunity, and implementation.

The **discovery phase** began with an in-depth review of existing planning documents, as well as comprehensive quantitative analysis of the local and regional economy. The economic analysis was supplemented by a robust stakeholder engagement process that included interviews with community leaders, sector roundtables, a townhall, and a survey that resulted in over 1,000 responses (Figure 1, page 3). At the end of this phase, TIP facilitated a discovery workshop, during which the team presented its findings and received additional feedback and direction from the steering committee.

During the **opportunity phase**, TIP conducted additional data analyses focused on the regional talent pipeline and commercial property trends and conducted a review of national best practices. This phase culminated with an opportunity workshop that included Town partners and community leaders. During the workshop, TIP presented the initial plan framework and received feedback on the preliminary goals and strategies.

The **implementation phase** consisted of prioritizing strategies and actions. The draft plan went through several internal and external reviews before being finalized. The final plan is accompanied by a detailed implementation matrix to guide the Town of Flower Mound's efforts, determine primary and secondary responsible partners, and track progress toward the plan's goals. The final draft was presented to the council October 7, 2024.

Figure 1. Stakeholder Engagement Overview



Plan Framework

As a result of the planning process, TIP created a framework for Flower Mound to achieve its economic development objectives in four primary goals: business development, community engagement, purposeful development and redevelopment, and quality placemaking (Figure 2, page 4).

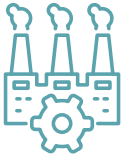
The findings from the quantitative analysis and the input from local stakeholders and community leaders were distilled in a strengths, weaknesses, opportunities, and threats (SWOT) analysis, which informed the strategies and actions in the plan's framework.

Findings from these tasks and the Town's vision shaped the plan framework. The business development goal focuses on leveraging Flower Mound's strengths to grow its target sectors and diversify its tax base. The community engagement goal is centered on the opportunity to better inform and involve residents in economic development and build momentum on key initiatives. The purposeful development and redevelopment goal addresses the need for additional office and retail space to support target sector growth and entertainment options. The quality placemaking goal includes strategies to invest in amenities and infrastructure that preserve the Town's distinctive character.

Figure 2. Plan Framework

TOWN VISION

To preserve our unique country atmosphere, heritage, and quality of life while cultivating a dynamic economic environment.

GOAL AREAS

BUSINESS DEVELOPMENT	COMMUNITY ENGAGEMENT	PURPOSEFUL DEVELOPMENT AND REDEVELOPMENT	QUALITY PLACEMAKING
1.1 Establish a medical district. 1.2 Align target sector attraction efforts. 1.3 Bolster business retention and expansion. 1.4 Engage workforce and education partners.	2.1 Establish a futures committee. 2.2 Engage residents on economic development. 2.3 Utilize data to communicate financial impacts. 2.4 Update comprehensive plan.	3.1 Progress the River Walk development. 3.2 Support the vision for Furst Ranch. 3.3 Support planned mixed-use and commercial developments. 3.4 Pursue redevelopment opportunities. 3.5 Consider a wider array of housing options.	4.1 Establish an entertainment district. 4.2 Pursue high-end retail. 4.3 Continue implementation of the Town's Capital Improvement Plan. 4.4 Preserve the Town's natural resources and amenities.

2 ACTION PLAN



Introduction

The following action plan is organized under four goals—business development, community engagement, purposeful development and redevelopment, and quality placemaking—each of which is supported by strategies and actions. The plan was developed through a three-phase process in collaboration with Town staff and key stakeholders. The outcome is a set of strategies and actions that guide the Town toward realizing its vision of a dynamic economy and a high quality of life. The plan’s implementation will be guided by a matrix (delivered separately), which outlines primary and secondary roles and responsibilities, as well as suggested timelines for each strategy.

Successful implementation of these strategies and actions will require a collaborative approach and additional resources. These resources include new or updated tools, like customer relationship management (CRM) software and marketing materials geared toward the Town’s target sectors, and additional capacity to fulfill essential economic development responsibilities central to the plan. Additional staffing will be required to strengthen Flower Mound’s business retention and expansion efforts. This will allow current staff to focus on ongoing development projects and target sector attraction. Additional efforts will also be needed to strengthen partnerships and community engagement practices.

Case Study Indicator

Brief examples of relevant case studies have been provided at the end of this section. A numbered symbol (①) is shown next to the most closely associated strategy or action.



Goal 1. Business Development

Attract and retain employers to diversify the tax base and provide opportunities for Town residents.

The Town of Flower Mound is characterized by an abundance of owner-occupied, single-family housing, and a high ratio of residential to commercial properties, placing a significant tax burden on residential property owners. To ease this burden and ensure continued economic strength, Flower Mound should enhance its business development and attraction efforts. With an increased focus on business retention and expansion, including more frequent communication with businesses about their needs and enhanced collaboration with workforce partners, the Town will be poised to better support existing companies. Flower Mound is also positioned to attract new businesses in target sectors such as professional services, healthcare, and education. These sectors are not only the Town's top employers (with significant employment growth over the past decade) but are also aligned with Flower Mound's well-educated and high-earning population.

Flower Mound's existing strength in the healthcare sector, highlighted by Texas Health Presbyterian Hospital, Midwestern State University (MSU), and North Central Texas College (NCTWC), presents a special opportunity. The Town can use these assets to recruit additional medical facilities and educational institutions ahead of other communities in the region. Additionally, the success of the Lakeside development in leasing Class A office space indicates a strong demand for commercial real estate. By expanding commercial real estate product, Flower Mound can attract businesses seeking to grow within the Town. To support these initiatives, additional resources such as staff dedicated to business retention and expansion efforts and marketing resources will be crucial. Broadening the economic base beyond residential taxes and focusing on strategic business development will help Flower Mound secure a more resilient and balanced economic future.

Strategies and Actions

1.1. Establish a medical district in west Flower Mound to support a new hospital and medical education campus. 1

- 1.1.1.** Establish a task force to oversee the district's development and ensure coordination among key stakeholders in the healthcare sector to promote the industry's growth.
- Determine the elements of the district, which could include education and research facilities, public and event spaces, and student housing.
 - Coordinate future investments associated with prospective medical facilities to support the district's potential as a hub for medical services and education.
 - Facilitate the co-location of educational institutions, medical providers, and other public or private entities within the medical district.
 - Develop programming that caters to the mutual interests of medical organizations, higher education institutions, and other invested partners.

WHY DO MEDICAL DISTRICTS MATTER?

- Can be leveraged to attract healthcare providers and businesses to accelerate the cluster development.
- Foster research and education by facilitating partnerships among medical providers, educational institutions, and life science companies.
- Lead to economic growth and job creation.
- Improve access to medical services for residents, fostering a health-focused environment.

Source(s): TIP Strategies, Inc.

- Engage potential healthcare and university partners to evaluate the feasibility of establishing an entrepreneurship hub.
- 1.1.2.** Pursue a new hospital and medical education institution to anchor the district.
 - Incorporate the recommendations from the Tripp Umbach study.
- 1.1.3.** Engage MSU and North Central Texas College to support workforce development needs associated with a new hospital.
- 1.1.4.** Use the medical district designation to market the district's business development opportunities in healthcare and life sciences.
- 1.2.** Align business attraction efforts of the healthcare, education, and personal services sectors with the goal of creating high-paying jobs.
 - 1.2.1.** Create target sector briefs that outline Flower Mound's competitive advantages and plans for the future.
 - 1.2.2.** Continue to support the availability of Class A office space and shovel-ready sites for target industry opportunities.
 - 1.2.3.** Maintain relationships with national and regional site selectors to keep them apprised of the assets and development opportunities in Flower Mound.
 - 1.2.4.** Attend select trade shows and conferences to stay apprised of target industry trends, such as the Texas Life Sciences Summit, iC³ Life Science and Healthcare Innovation Summit, TECHSPO Dallas, and the Texas Technology Summit.
 - 1.2.5.** Review and renew tax abatements for expanding and relocating businesses, ensuring involvement of workforce and higher education partners.
 - 1.2.6.** Update Flower Mound Economic Development's landing page to clearly communicate the Town's economic development value proposition.
 - Feature the Town's competitive advantages, key data points (such as site selection and population data), as well as major initiatives.
 - Ensure landing pages dedicated to relevant programs, including small business support and target industry attraction, are regularly updated.
 - Update the economic profile PDF available on the site.
- 1.3.** Bolster business retention and expansion (BRE) efforts.
 - 1.3.1.** Continue to monitor local business needs by engaging employers through site visits, surveys, and workshops.
 - Evaluate the feasibility of procuring a CRM software program to manage the department's database of existing business engagements. The evaluation should address the cost and complexity of buying and maintaining the program.
 - Record information gathered during BRE visits and surveys in the CRM software and use this data to inform economic development activities.
 - Identify and track businesses at risk of closing or relocating out of Flower Mound.
 - Target businesses interested in expansion and work with them to identify sites and workforce needs.
 - 1.3.2.** Partner with local organizations to create and deliver high-quality training and support to local businesses.

- Continue providing small business programming and support in partnership with the chamber of commerce.
 - Leverage existing Workforce Solutions North Central Texas (WSNCT) programming to support employers.
 - Add information on all relevant programming and resources to Flower Mound Economic Development's website.
- 1.3.3.** Pursue partnerships with coworking spaces, educational institutions, or nonprofit business entities to broaden resources, events, and offerings within the Town.
- 1.3.4.** Create a new economic development position to support business retention and expansion activities in Flower Mound, as part of a larger organizational strategy to enhance the Town's competitiveness.
- 1.4.** Engage with workforce and education partners to align their programs with business needs.
- 1.4.1.** Meet regularly with workforce partners, including WSNCT and Lewisville ISD, to coordinate economic development and workforce development efforts.
- 1.4.2.** Facilitate stronger ties between Flower Mound's business community and Lewisville ISD.
- 1.4.3.** Develop a catalog of program offerings and associated workforce development resources offered by local training providers, categorized by high-demand occupations across industries, to provide to businesses looking to expand or locate in Flower Mound.
- 1.4.4.** Promote existing work-based, earn-and-learn apprenticeship and internship opportunities at high school and college levels.
- 1.4.5.** Collaborate with workforce partners to support college access efforts, including financial aid programs, wraparound services, or specific career awareness campaigns for in-demand occupations in target sectors.
- 1.4.6.** Engage with regional young professional networks to better understand their skills and training needs, as well as the job opportunities they seek.



Goal 2. Community Engagement

Build on the momentum of the planning effort by keeping stakeholders and residents engaged.

Flower Mound's residents are highly engaged with their community: they love where they live, are passionate about green space and quality development, and are deeply invested in the Town's future. Recognizing this, it is important to establish ongoing avenues for community engagement on economic development issues. This will help foster a shared vision for the future.

This strategy proposes forming an independent futures committee that will advise the Town on key economic competitiveness issues. The business and community leaders engaged in the committee will be responsible for identifying long-term challenges and proposing approaches to address them. Equally important is engaging Flower Mound residents in meaningful conversations about economic development and the Town's future. By developing clear messaging on the impact of economic development, promoting achievements through various communication channels, and using data to understand the financial implications of different development types, the Town can better inform and engage its residents.

Strategies and Actions

- 2.1. Establish a futures committee to identify and engage with community issues that will shape the Town's future. The committee should be housed within the chamber of commerce and be comprised of business and community leaders. **2**
 - 2.1.1. Leverage the committee to support the *Economic Development Strategic Plan's* implementation of strategies that address long-term needs, such as enhancing the community's quality of life and the sustainability of the tax base.
 - 2.1.2. Formalize engagement with the Town through regular meetings.
 - Report on strategic plan progress and discuss roadblocks.
 - Use these meetings to continue to identify the Town's path to future success, integrating community desires and stakeholder input.
- 2.2. Engage Flower Mound residents in conversations on economic development and the future of the Town. **3**
 - 2.2.1. Develop clear messaging on the significance of economic development and its impact on taxation, commuting patterns, and quality-of-life factors.
 - 2.2.2. Promote the Town's economic development achievements, along with ongoing efforts, projects, and events through a quarterly newsletter and regular social media posts.
 - 2.2.3. Establish in-person and virtual communication channels to engage the community on specific projects.
 - Engage residents on planned projects at well-attended local events and through online surveys.
 - Follow up on the input received to ensure residents are heard.
- 2.3. Utilize data to communicate the impact of different types of development on Town finances.
 - 2.3.1. Conduct a cost-of-service analysis to better understand tax base needs.
 - Evaluate the cost of servicing residential property and the projected impact on Town finances.
 - 2.3.2. Link development tax revenue to the cost of developing and maintaining the type of amenities residents want.
- 2.4. Update the economic development section of the Town's comprehensive plan to reflect the Town's current approach.

Goal 3. Purposeful Development and Redevelopment

Enhance the Town's economic vitality by concentrating development in approved areas.

The I-35W corridor near Flower Mound is experiencing rapid development. Increased housing developments in surrounding communities, planned commercial projects, and the ongoing expansion of Alliance all impact Flower Mound. This growth will continue unabated. Planned transportation improvements enhance access and mobility in the area and will further change the competitive landscape. These developments underscore the importance of a forward-thinking approach. The Town is not isolated from regional growth and must engage in the broader discussions taking place. Delaying participation will limit the Town's options, increase development costs, and potentially impact everyone's quality of life.

Flower Mound can leverage the development occurring along I-35W to explore various development types to the west. With the surrounding population growth, mixed-use development centered on retail and commercial properties can provide residents with increased access to amenities and retail outlets. Balancing the need for additional housing and commercial space with the preservation of the Town's character requires intentional development within approved areas, including Furst Ranch, Lakeside, and the River Walk. These sites present opportunities to enhance Flower Mound's tax base with additions such as Class A office space, a new medical district (see strategy 1.1), and retail options. By providing an active role, Flower Mound can secure a prosperous and balanced future.

Strategies and Actions

- 3.1. Progress the River Walk development to support a vibrant and dynamic community.
 - 3.1.1. Improve the visibility of the development to drive-through traffic.
 - 3.1.2. Use vacant land to develop amenities and entertainment options. See strategy 4.1
 - 3.1.3. Work with Texas Health Presbyterian Hospital to attract additional healthcare businesses.
- 3.2. Support the regional-destination vision for the planned mixed-use development in Furst Ranch.
 - 3.2.1. Market Furst Ranch to employers in the professional service sector interested in occupying office space within a mixed-use community.
 - 3.2.2. Work with the master developer to explore the feasibility of developing an amenity-rich, shared office and coworking space.
 - Meet periodically to advise on development-related matters, including land use.
 - 3.2.3. Attract major retailers in-line with Furst Ranch's concept.

THE DOMAIN, UPTOWN ATX, Q2 STADIUM

Austin, Texas

- The Domain: 310-acre former IBM manufacturing campus with 1.8M square feet (SF) of retail, 3.5M SF of office, 5,000+ residential units, 775 hotel rooms, with more office and residential towers underway.
- Uptown ATX: \$3B redevelopment of 66-acre former IBM office campus with plans for 3.2M SF of office, 2.9M SF of housing, 600K SF of retail and hospitality, and 11 acres of green space.
- Austin's "Second Downtown" centered on the Domain, Uptown ATX, and Q2 Stadium (for the Austin FC soccer team) now rivals the Austin central business district in jobs and economic impact.
- City incentives were an integral part of initial phases, and a recent zoning change now allows 12:1 floor area ratios and building heights of nearly 500 feet in the area.

Source(s): TIP Strategies, Inc.

- 3.2.4. Evaluate the potential for hotel and conference space in the development.
- 3.2.5. Establish a financing structure that supports the various stages of development.
- 3.3. Support planned mixed-use and commercial developments in Flower Mound.
 - 3.3.1. Support the completion of the Lakeside development.
 - Provide ongoing verbal commitment to advance the remaining stages of the development, including additional office and hotel development.
 - 3.3.2. Leverage land along I-35W for commercial development.
- 3.4. Pursue redevelopment opportunities in the Town, especially in east Flower Mound.
 - 3.4.1. Establish a façade improvement program to update and modernize aging commercial properties in the Town.
 - 3.4.2. Evaluate using a revolving loan fund for redevelopment of aging commercial properties, including retail and Class B office space.
- 3.5. Consider allowing a wider variety of owner-occupied housing options to enable aging in place and support for essential workers, like teachers and nurses.
 - 3.5.1. Support a range of housing types and sizes in areas within new developments.
 - 3.5.2. Continue to encourage mixed-use developments in specific parts of Town that already allow for this type of development, which support the location and expansion of professional service sector businesses as well as retail options.



Goal 4. Quality Placemaking

Preserve Flower Mound's distinctive character by investing in amenities and entertainment options and the infrastructure needed to support them.

Flower Mound's commitment to preserving its natural resources and enhancing its community amenities is essential to the Town's identity. By preserving the open space that characterizes the Cross Timbers Conservation Development District, the Town is able to distinguish itself within the region. Further investment in outdoor recreation (parks, trails, and lake access) are instrumental in attracting residents and businesses. In addition, outdoor events help introduce the community to a broader public while meeting the needs of residents.

Additional amenities and entertainment options are a high priority for the Town's residents. An entertainment district that functions as a Town center can serve that purpose better than makeshift growth. The River Walk development offers significant potential for such a district, given its central location and current success with community programming.

Flower Mound can also capitalize on development along I-35W. New retail options will emerge as entitled housing develops. Cultivating relationships with the retail development community and marketing sites in and adjacent to Furst Ranch and La Estancia are clear priorities. Aligning incentive policies with the Town's de facto expansion will bolster efforts in quality placemaking.

Investing in roads, utilities, and broadband—to support new developments—is essential. Doing so not only manages long-term costs but also improves mobility within Flower Mound, mitigating potential impacts of future growth. This approach ensures that Flower Mound evolves sustainably, meeting resident needs while maintaining its distinctive suburban character and natural environment.

Strategies and Actions

- 4.1. Activate the concept land use plan for the River Walk to establish an entertainment district in Flower Mound.
 - 4.1.1. Evaluate opportunities for the vacant land in the development to expand the cultural and entertainment options available to residents.
 - 4.1.2. Leverage the district's structure to attract amenities aligned with the Town's values. ④
 - 4.1.3. Continue to work with the developer to bring programming that attracts people from around Flower Mound to the development, including arts shows and farmers' markets.
- 4.2. Continue pursuing high-end retail opportunities in Flower Mound, particularly in mixed-use areas like Lakeside, Furst Ranch, and the River Walk.
 - 4.2.1. Cultivate relationships with the retail development community to communicate the Town's preferences.
 - Attend retail, entertainment, and mixed-use specific events, such as Retail Live! conferences and International Council of Shopping Centers events.
 - Leverage events in Flower Mound, such as Duck Derby, to engage commercial developers.
 - 4.2.2. Market sites to retail brokers, developers, and decision-makers with experience designing town centers.
 - Assemble and maintain current demographic and retail trade area data to share with retail and commercial development decision-makers.
 - Identify those sites with the fewest development restrictions and the greatest potential to support taxable business and recreational opportunities.

- Include information on future developments in west Flower Mound, along I-35, and surrounding areas.
 - Develop marketing materials tailored to retail and entertainment to support the case for locating projects in Flower Mound.
- 4.2.3.** Align the current incentive policy of the Town with its vision and promote quality placemaking initiatives to ensure competitiveness.
- 4.3.** Continue implementation of the Town's Capital Improvement Plan (roads, water and sewer, drainage) to manage long-term costs and guide future development.
- 4.3.1.** Coordinate utility services to areas where residential and commercial development is occurring or planned.
- Continue to meet with regional utilities quarterly to inform them of the requirements for economic development projects in Flower Mound.
 - Create a dig-once policy to promote an efficient use of resources when laying fiber.
- 4.3.2.** Continue coordinating Town transportation planning with the Texas Department of Transportation and county road projects to enhance connectivity and support high-quality development.
- Evaluate road improvements to ease traffic flow.
- 4.3.3.** Implement the TIRZ 2 project and financing plan to fund planned infrastructure development.
- 4.3.4.** Evaluate options for private or public investment to expediate expansion of fiber/broadband in underserved areas.
- 4.4.** Preserve the natural resources and amenities essential to Flower Mound's identity and quality of life.
- 4.4.1.** Continue to support development within the Cross Timbers Conservation Development District that aligns with the *Master Plan*.
- 4.4.2.** Support maintenance and development of outdoor resources and amenities, such as parks and trails.
- Continue to support access to Twin Coves.
 - Evaluate the use of Oncor's right of way for trails or bike paths.
- 4.4.3.** Explore opportunities to provide access to Murrell Park.



Relevant Case Studies

1 Boone, North Carolina

Boone, North Carolina, has experienced notable economic growth, with a 19 percent increase in its job base since 2000, contrasting with a 4 percent job loss in comparable southeastern cities. This success is largely due to the presence of Appalachian State University (ASU) and the Appalachian Regional Healthcare (ARH) system, the region's largest employers. ARH expanded from a single hospital to four regional facilities, improving healthcare access for rural residents.

In 2015, Boone initiated the *Wellness District Small Area Plan* to address the needs of its growing and aging population. The plan promotes economic development through a mixed-use urban neighborhood, designated as a regional activity center in the *Boone 2030 Land Use Plan*. ASU's Beaver College of Health Sciences relocated near ARH's Watauga Medical Center, spurring further development. In 2019, ARH announced a \$90 million project to upgrade and expand facilities, aligning with the *Wellness District Small Area Plan*. The close proximity of ASU and ARH has fostered partnerships, providing valuable internships and residency opportunities for students, enhancing Boone's economic and healthcare landscape.

2 Envision Greater Green Bay (Wisconsin)

Envision Greater Green Bay was first established in 1990 as the Bay Area Community Council (BACC) and was tasked with formally coordinating and aligning various special interest groups within the community to shape the region's future. This included identification and analysis of critical community issues that impacted the growth and trajectory of the Green Bay region. The organization committed to being a thought leader that engaged the community and monitored and reported progress. In 2020, the BACC rebranded to Envision Greater Green Bay to reflect its new focus on bringing strategic foresight to the community.

<https://envisionggb.org/history/>

3 Engage Lancaster

The city of Lancaster, Pennsylvania, has 60,000 residents, with a greater metro area of over 500,000. To increase engagement during the COVID-19 pandemic, the city began implementing a blend of online and offline community engagement. The city uses an online platform, Engage Lancaster, to gather input on specific projects and areas of interest, as well as promote opportunities for in-person engagement. By engaging its partners in promoting the platform, the city increased participation 13 times.

<https://engage.cityoflancasterpa.gov/en/>

4 Alpharetta, Georgia

In 2011, the city of Alpharetta proposed a plan to redevelop its property holdings with the goal of creating a city center that would serve as a gathering place for citizens and an attractive setting for businesses. This project involved a public-private partnership where the city collaborated with private developers. The development includes a new city hall, a Fulton County library, a five-acre park, a town green, and commercial spaces. The city provided infrastructure improvements and created development guidelines to attract private investment, resulting in a pedestrian-friendly district with residential, retail, and dining options. This project won multiple awards for its context-sensitive development and excellence in town center development.

<https://www.citycentralalpharetta.com/about-new>

3

PLANNING CONTEXT



About the Planning Process

Insights gained from the stakeholder engagement outreach described in Figure 1 (page 3) were supplemented by an extensive quantitative analysis. A survey of Town residents shed light on their perceptions of the community and their vision for the future. These qualitative and quantitative tasks informed the preparation of a SWOT analysis, which is summarized at the end of this section.

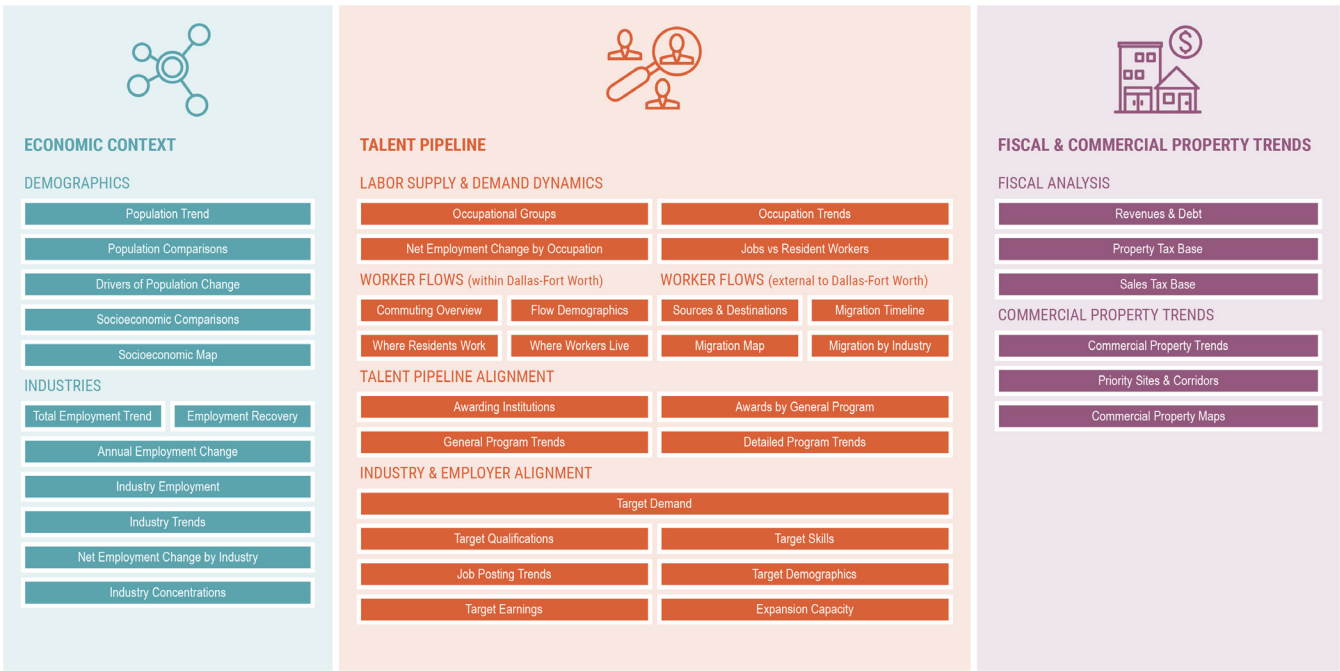
Economic Analysis

TIP conducted a quantitative analysis of the Town’s competitive position with comparisons to the Dallas-Fort Worth Metroplex, the state, and the US, as well as a selection of peer communities. Initial data collection began in October 2023 during TIP’s discovery phase and the analytical work continued into the final phase of the engagement. An in-depth analysis was delivered to the Town in April 2024 in an interactive data visualization, the menu of which is shown in Figure 3. The quantitative analysis provided a baseline framework of local growth and development dynamics. The key findings outlined in this section demonstrate how the quantitative work helped underpin and shape the strategies in the plan.

Figure 3. Menu of the Interactive Deliverable

TOWN OF FLOWER MOUND

TALENT & DEVELOPMENT TRENDS | MENU



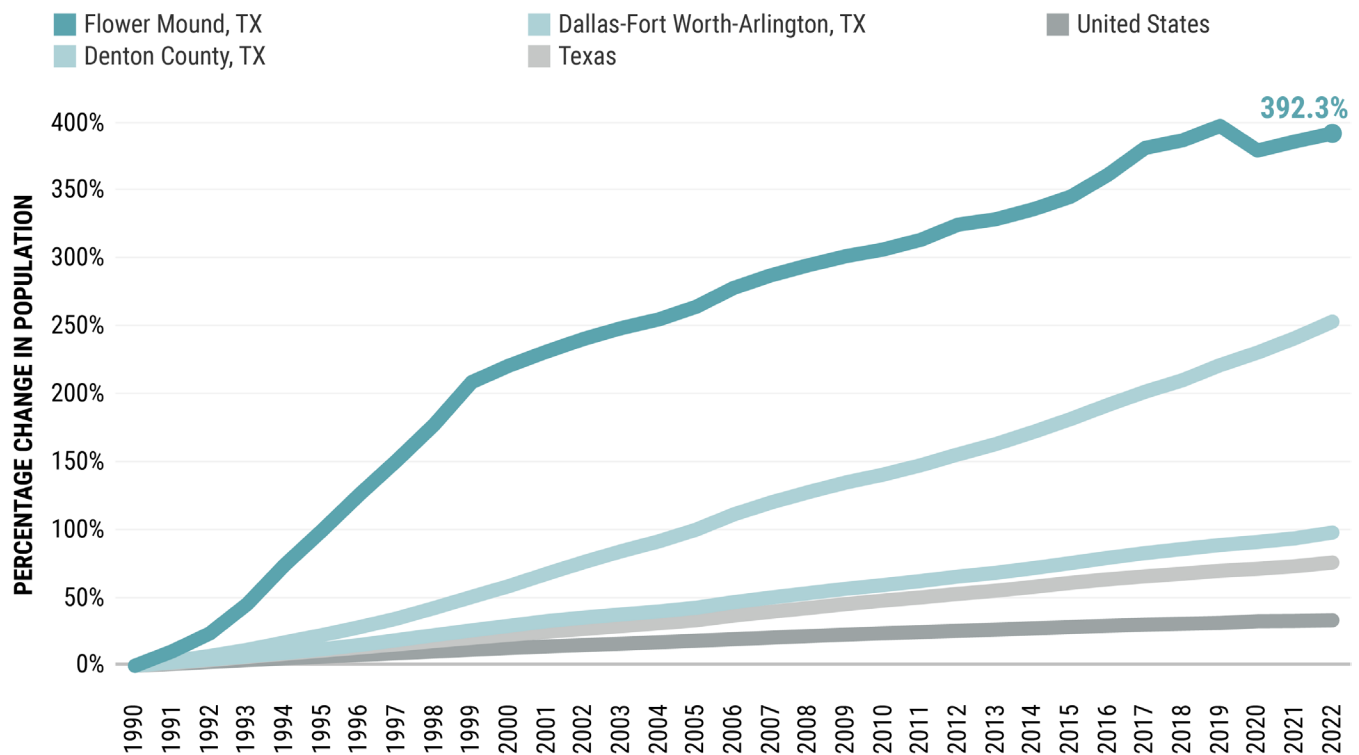
Source(s): TIP Strategies, Inc.

Flower Mound residents are drawn to the Town's high quality of life and community feel.

Residents of Flower Mound love their community. More than 1,030 survey respondents lauded the Town's high quality of life, sense of identity, and economic strength. Words like quality, community, growth, and prosperity were among those most frequently associated with the Town. Respondents also highlighted Flower Mound's school quality, healthcare ecosystem, and outdoor recreation opportunities as regional strengths. While residents wished for Flower Mound to develop enhanced shopping, dining, and entertainment destinations, their top priority is for the Town to maintain the existing feeling of a safe, family-oriented community. Responses throughout the survey emphasized the importance of preserving Flower Mound's natural amenities and low-density profile. Respondents noted a desire for increased community events, small businesses, and outdoor recreation opportunities that capitalize on the Town's culture and protect its distinct identity amid a continuously growing Denton County and broader Dallas-Fort Worth area.

In comparison with many of its peer communities in the Dallas-Fort Worth area, Flower Mound has higher household income and housing affordability. This has resulted in phenomenal growth. The Town's 2022 population (78,486) is nearly five times that of its 1990 population (15,943; Figure 4).

Figure 4. Population Trend Comparisons
Flower Mound and benchmarks.



Source(s): US Census Bureau, Population Estimates Program; Moody's Analytics; TIP Strategies, Inc.

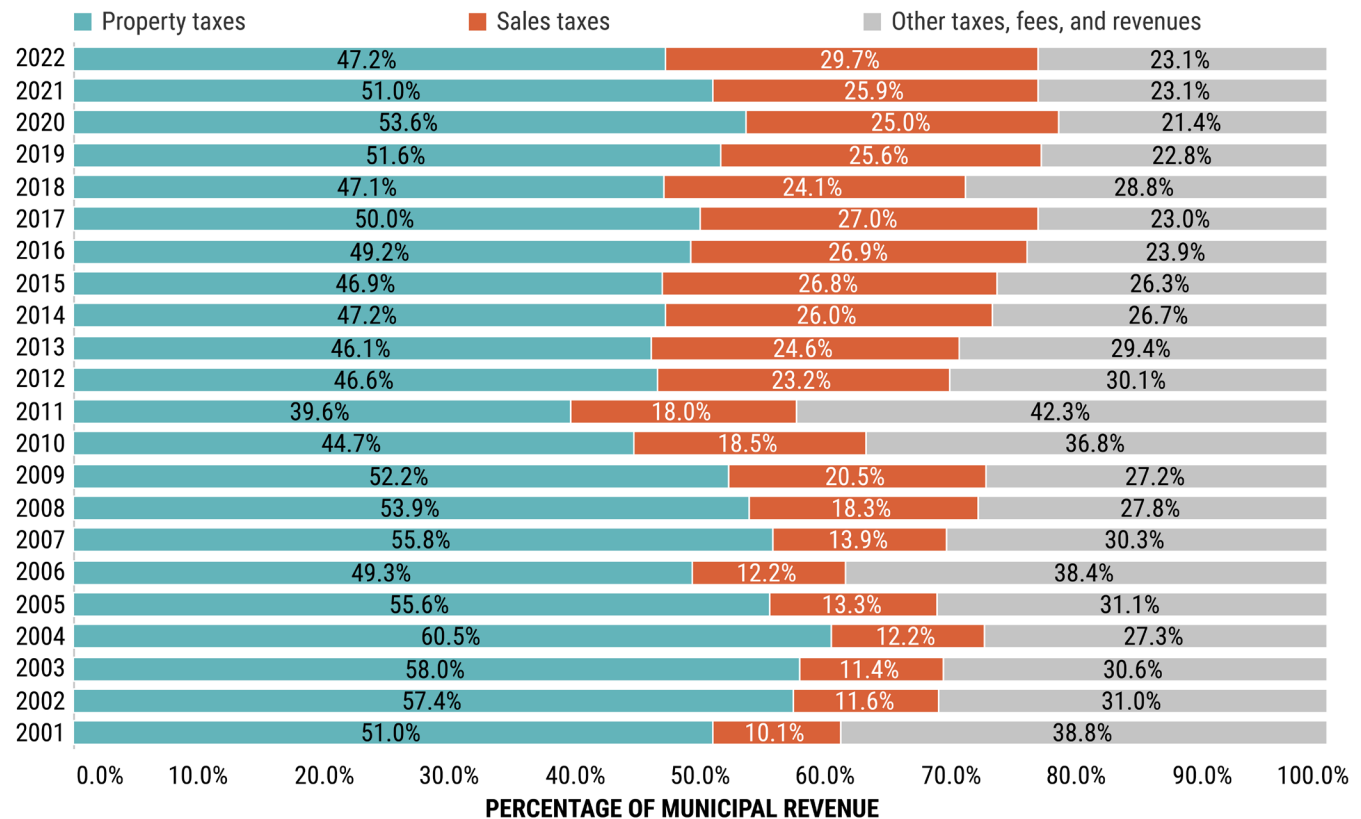
Note(s): Population estimates prior to 2010 are sourced from Moody's Analytics. Estimates from 2010 to 2022 are sourced from the US Census Bureau's Population Estimates Program, vintages 2020 and 2022.

Limited commercial real estate places the tax burden on residential property owners.

Flower Mound has a largely suburban character, with single-family homes making up nearly 9 out of every 10 housing units. Additionally, owned housing units make up over 80 percent of the Town's housing stock. Given this low-density profile and abundance of owner-occupied, single-family housing, Flower Mound has a high ratio of residential to commercial properties. From 2001 to 2022, property taxes made up, on average, one-half of Flower Mound's municipal revenue (Figure 5), with the Town's residential/commercial mix meaning that the tax burden is largely placed on residential property owners. A growing Town population that continues to drive residential development means that this burden will expand if not approached strategically. In the long term, this also becomes a competitiveness issue. High property taxes making homeownership less affordable can decrease demand for homes in Flower Mound, with potential homebuyers attracted to relatively cheaper options in neighboring communities or other Dallas-Fort Worth area peers. Additionally, restrictive property taxes that exacerbate housing affordability issues can price out potential workers, especially young families and recent graduates, hindering the growth of target sectors and jeopardizing the Town's distinct sense of community. Through increased business development and attraction efforts, Flower Mound has an opportunity to ease the tax burden placed on its residential property owners. As the Town pursues future development opportunities near its western boundary, seeking to both improve amenities offered to Town residents and develop commercial real estate to support its target sectors, it can capitalize on demand for commercial property presented by tenants looking to expand into Flower Mound.

Figure 5. Municipal Revenue, Sources of Funds

Annual distribution of Town of Flower Mound revenues as a share of total, 2001–2022.



Source(s): Town of Flower Mound, *Comprehensive Annual Financial Report* (various years); TIP Strategies, Inc.

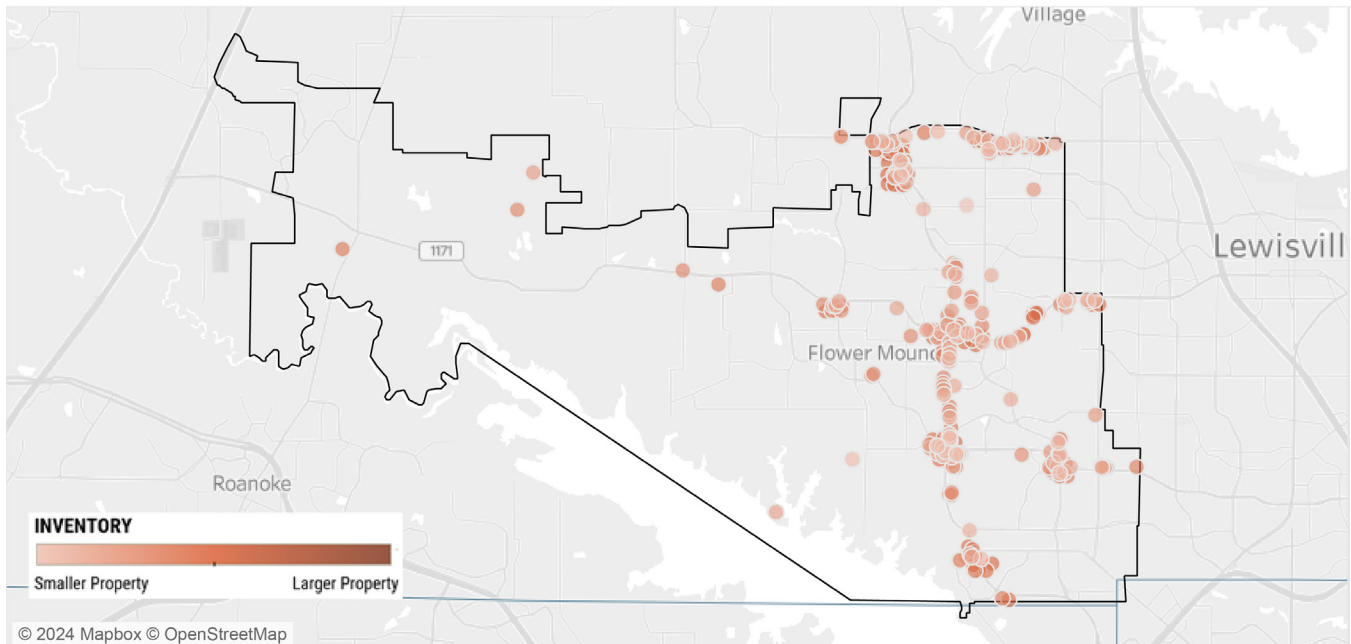
Note(s): Revenue shares are based on the annual net change in government fund balances.

A fresh approach to development offers the benefit of options that align with Town values.

The area around Flower Mound is growing quickly, with an abundance of residential and commercial developments along the I-35W corridor. Hillwood and other developers have brought increased housing to nearby Argyle, Northlake, and Justin, while Alliance continues to expand. As the area evolves, a new approach to development and redevelopment within Flower Mound's borders offers the benefit of ensuring the Town's growth pattern aligns with the values of its residents. While Flower Mound residents wish to attract destination retail and improved entertainment opportunities—looking to peer communities like Southlake and Frisco for inspiration—they are conscious of retaining the Town's character and strong sense of community. With limited population density, retail attraction will remain a challenge for Flower Mound, but nearby growth along I-35W can help with this effort, presenting the opportunity for various development types in the largely undeveloped western portion of the Town. Before this area is saturated, Flower Mound can recruit a hospital or medical education facility or develop a community-centric, mixed-use office district.

A focus on mixed-use development can support Flower Mound residents through improved access to amenities and retail opportunities while still contributing to the sense of community and Town identity that residents value. Additionally, increased office space allowed by mixed-use development provides an opportunity to reduce commutes and increase local job opportunities for residents with target industry jobs. In south Flower Mound, the Lakeside development has already been a success, utilizing mixed-use zoning to increase pedestrian connectivity and create an attractive community destination while avoiding becoming a high-density residential community that is not aligned with the broader community feel. In specific development opportunities, like Furst Ranch and the River Walk, the Town can further utilize mixed-use zoning to both improve Flower Mound's vibrant sense of place and give it a competitive advantage among its growing peers.

Figure 6. Flower Mound Retail Inventory



Source(s): CoStar Group; TIP Strategies, Inc.

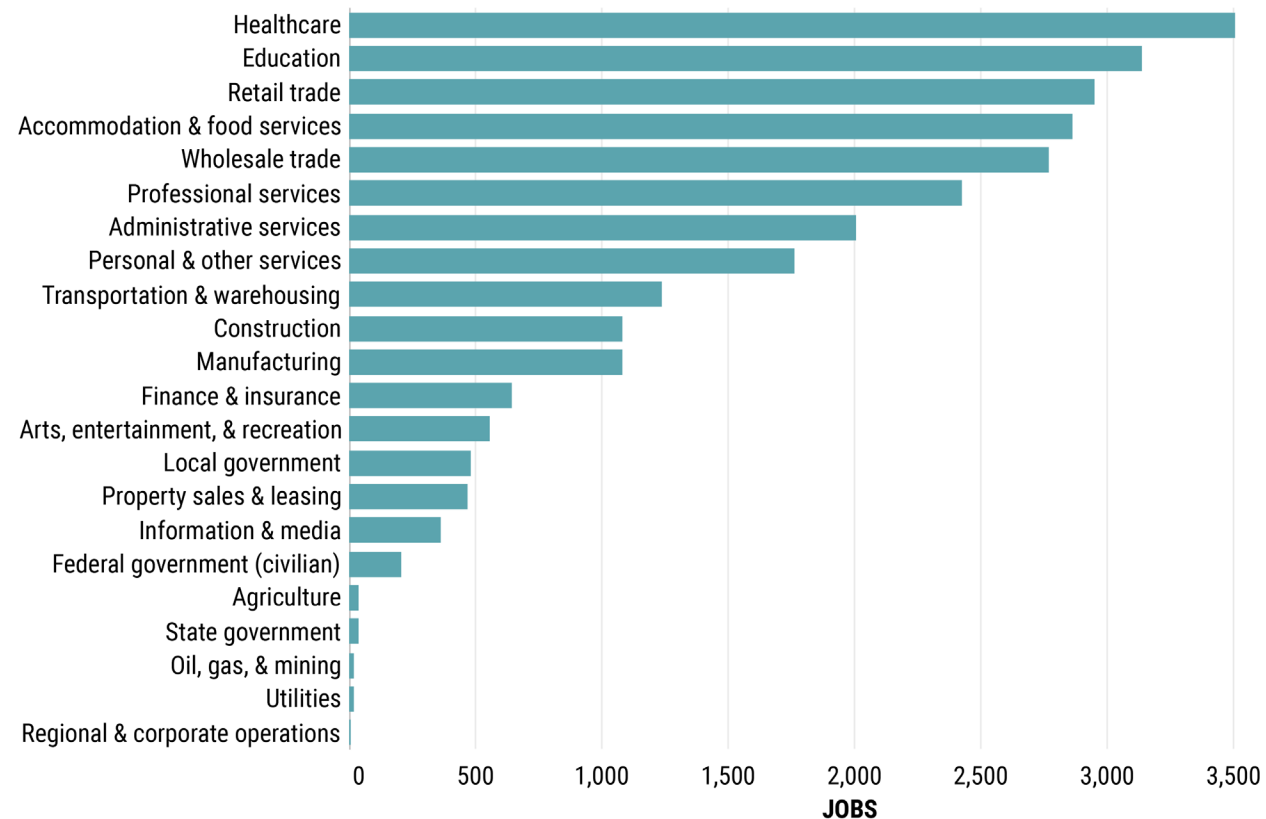
Note(s): Darker reds indicate larger properties. Inventories are measured in square feet for retail. All data are estimated by CoStar as of late-November 2023 and represent a snapshot in time.

Target industry sectors can be supported through commercial real estate development.

The healthcare, professional services, and education sectors represent relative industrial strengths for Flower Mound, with each of these exhibiting a sharp upward trend in employment from 2001 to 2022 while exceeding their rate of growth in the broader Dallas-Fort Worth Metroplex. As of the latest available data, healthcare and education make up Flower Mound's top two industries by employment, while professional services ranks sixth (Figure 7). While the population of Flower Mound continues to grow and the Town looks to approach future development opportunities strategically, working with developers to provide infrastructure for these sectors will represent a way to support both new and existing residents while promoting real estate development that aligns with the Town's future vision for its built environment. With the addition of several million square feet of industrial real estate in the 2010s, leveraging the Town's proximity to DFW International Airport and the State Highway 121 corridor, Flower Mound has seen a precipitous climb in its wholesale trade and transportation and warehousing industries. By similarly pursuing further construction of Class A office real estate—in the form of both standalone office space and mixed-use developments—the Town can continue to support its growing target industries. Additionally, these sectors represent a way for the Town to support its existing workforce and expand its live-work population, with relatively high-wage, high-education jobs in the professional services, education, and healthcare sectors aligning with Flower Mound's highly educated and high-earning population.

Figure 7. Industry Sectors, Job Count

Flower Mound, Texas, employment by industry sector, 2022.



Source(s): US Bureau of Labor Statistics (BLS); Lightcast 2023.4—Quarterly Census of Employment and Wages (QCEW) Employees, Non-QCEW Employees, and Self-Employed; TIP Strategies, Inc.

Note(s): Flower Mound, Texas, is approximated by ZIP Codes 75022, 75027, and 75028.

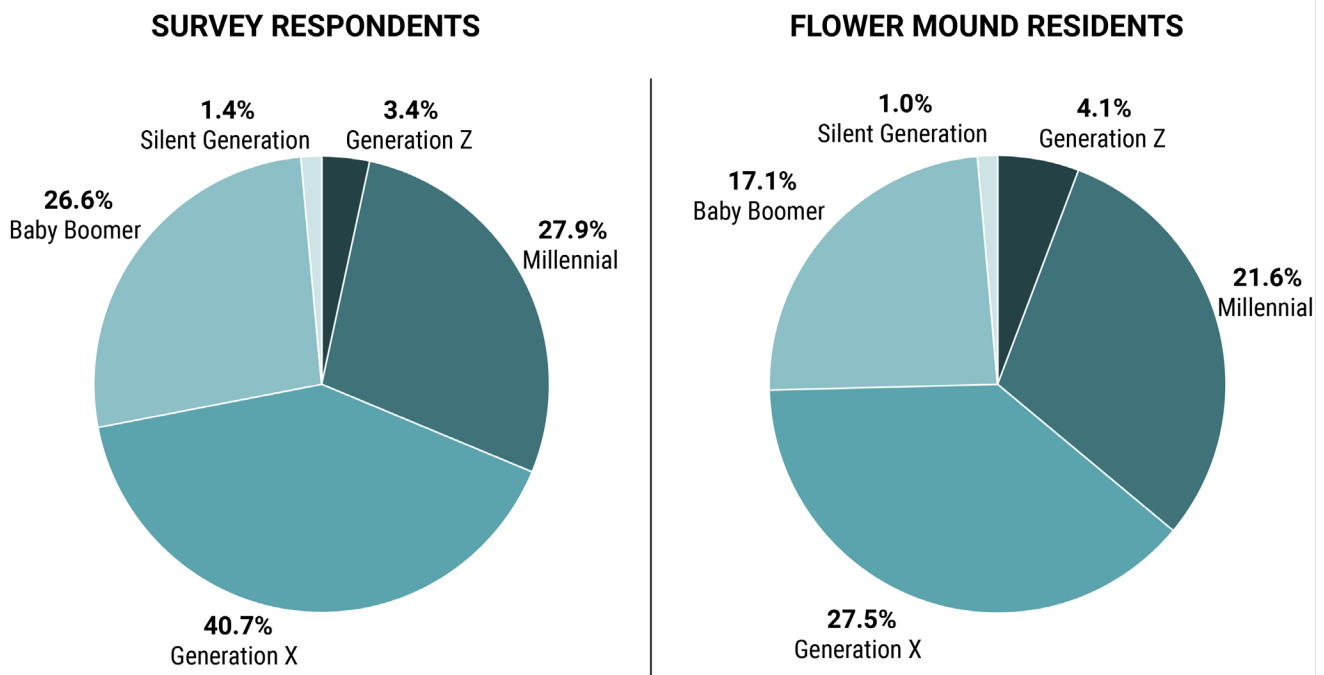
Community Vision Survey

As part of the strategic planning process, TIP conducted an online survey of residents' vision for the Town of Flower Mound. The survey was open for a five-week period between February 14, 2024, and March 25, 2024, and drew 1,039 respondents. The survey instrument opened with basic questions about respondent location and demographics. The remainder of the survey included six questions directed at respondent perceptions of and vision for the Town of Flower Mound. All responses were confidential. Question-by-question survey results were provided in an interactive data visualization. Key findings were used to guide the direction of the strategic plan.

Nearly all respondents (98.8 percent) were located in a Denton County ZIP Code. Members of Generation X were the dominant age group in the survey (representing 423 of 1,039 respondents), followed by Millennials (290 respondents), Baby Boomers (276 respondents), Generation Z (35 respondents), and the Silent Generation (15 respondents). The survey was not designed to be a scientific sample, though the pool of respondents was large enough and stratified enough to provide convincing strategic feedback. As a result, the survey yielded valuable and relevant input from residents in the Town of Flower Mound.

Figure 8. Demographics Comparison: Age

Comparisons of the survey respondent demographics to the Town of Flower Mound.



Source(s): American Community Survey, 2022 5-Year Sample; Survey results compiled by TIP Strategies, Inc.

Note(s): Population demographics by generation approximate the groups used in the survey instrument. Each generation is approximated by the following years: Silent Generation (born 1928–1945), Baby Boomers (born 1946–1964), Generation X (born 1965–1980), Millennial (born 1981–1996), and Generation Z (born 1997–2010). Generation Z only includes adults (age 20–24 in 2022) to better compare with survey respondents.

Residents hold conflicting ideals about how to make the Town even better.

A desire to attract shopping and dining amenities was a central theme throughout the survey, with respondents contrasting Flower Mound's relatively small number of retail opportunities with more robust options in Southlake and Frisco. When asked how the Town can better support its residents, business attraction was the most common response (identified by 422 respondents), while business retention and development of entertainment amenities ranked first and third, respectively, as economic development priorities. Despite this desire for destination retailers, respondents also felt strongly about protecting Flower Mound's low-density profile and about not sacrificing the Town's green space for development. A vision for an attractive, nature-oriented community carried throughout the survey, with respondents wishing to see undeveloped areas preserved.

Figure 9. Making a Great Place Even Better

How do you envision the Town of Flower Mound's economy providing better support for the people who live here?



Source(s): Results from the 2024 Community Visioning Survey compiled by TIP Strategies, Inc.

Note(s): Of the 1,039 respondents, 788 answered this question. Responses shown were selected from a predefined list of options. Larger fonts indicate higher frequency of responses. Respondents were allowed to select more than one option and to write in a response. The following is a summary of open-ended responses with the number of responses shown in parentheses: expands SPAN transportation (1), leverages Parker Square (1), lowers taxes (2), improves permitting process (3), provides for outdoor recreation (4), promotes safety (4), limits multifamily development (5), preserves nature (8), limits growth (9), increases green space (12).

Flower Mound's quality of life received high marks from residents.

Outside of its geographic location, Flower Mound's quality of life was identified by respondents as the Town's greatest strength, with an average score of 4.2 out of 5.0. The word quality was closely associated with Flower Mound by 503 respondents, with prosperity, thriving, and wealth also among those frequently selected. Enhancements to lifestyle amenities like retail offerings, community events, and outdoor recreation were identified as ways for the Town to support its residents. Additionally, nearly 500 respondents selected safety as a Town priority going forward. The construction of non-retail real estate was given low priority; industrial attraction (2.4 out of 5.0), office development (2.7), employment centers (2.7), mixed-use development (2.9), and residential development (2.9) represent the five lowest economic development priorities across all responses.

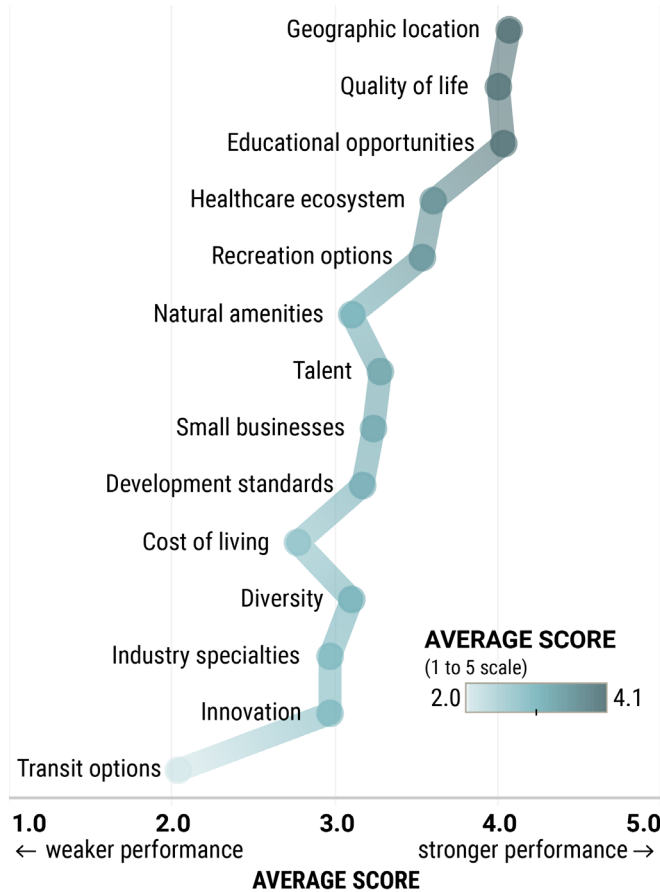
The survey suggests some generational differences in perceptions of the Town's strengths.

Although respondents firmly identified Flower Mound as having a high quality of life, perceptions of some aspects of the Town were split by age cohorts. When asked about relative regional strengths, the youngest respondent generation (Generation Z) ranked Flower Mound's economy lower in every single area than the two oldest respondent generations (Baby Boomers and the Silent Generation), with the largest differences in perceptions appearing in the Town's healthcare ecosystem, natural amenities, and recreation options. Survey respondents identified Flower Mound's cost of living as a relative weakness, representing a barrier to entry for young professionals and families. In general, younger generations were more likely to envision a future characterized by enhanced community amenities and sustainability efforts, while older generations were more likely to envision a safe and healthy community.

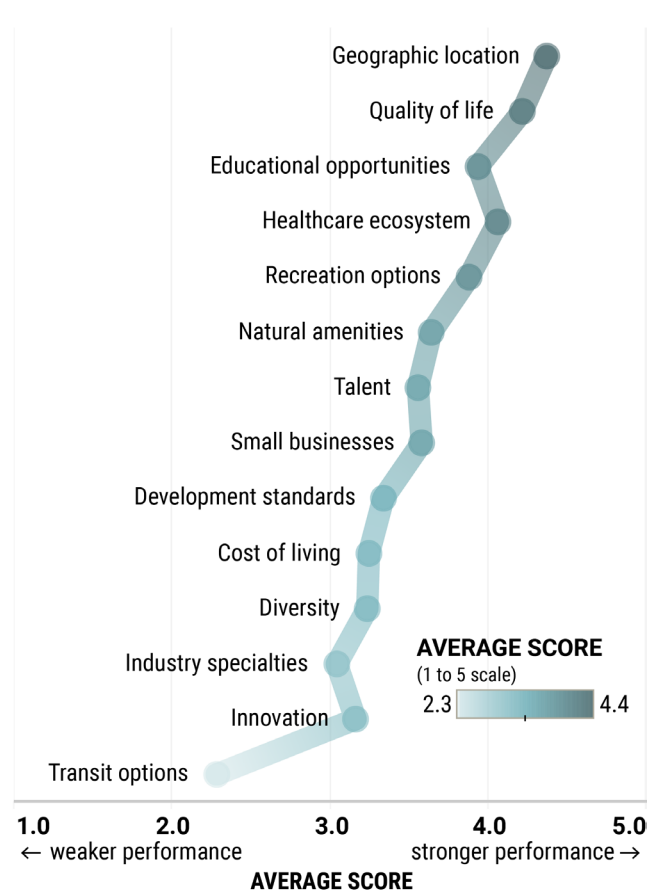
Figure 10. Relative Regional Strengths

On a scale of 1 to 5, how is the Town of Flower Mound's economy performing in each of these areas?

GENERATION Z



BABY BOOMERS



Source(s): Results from the 2024 Community Visioning Survey compiled by TIP Strategies, Inc.

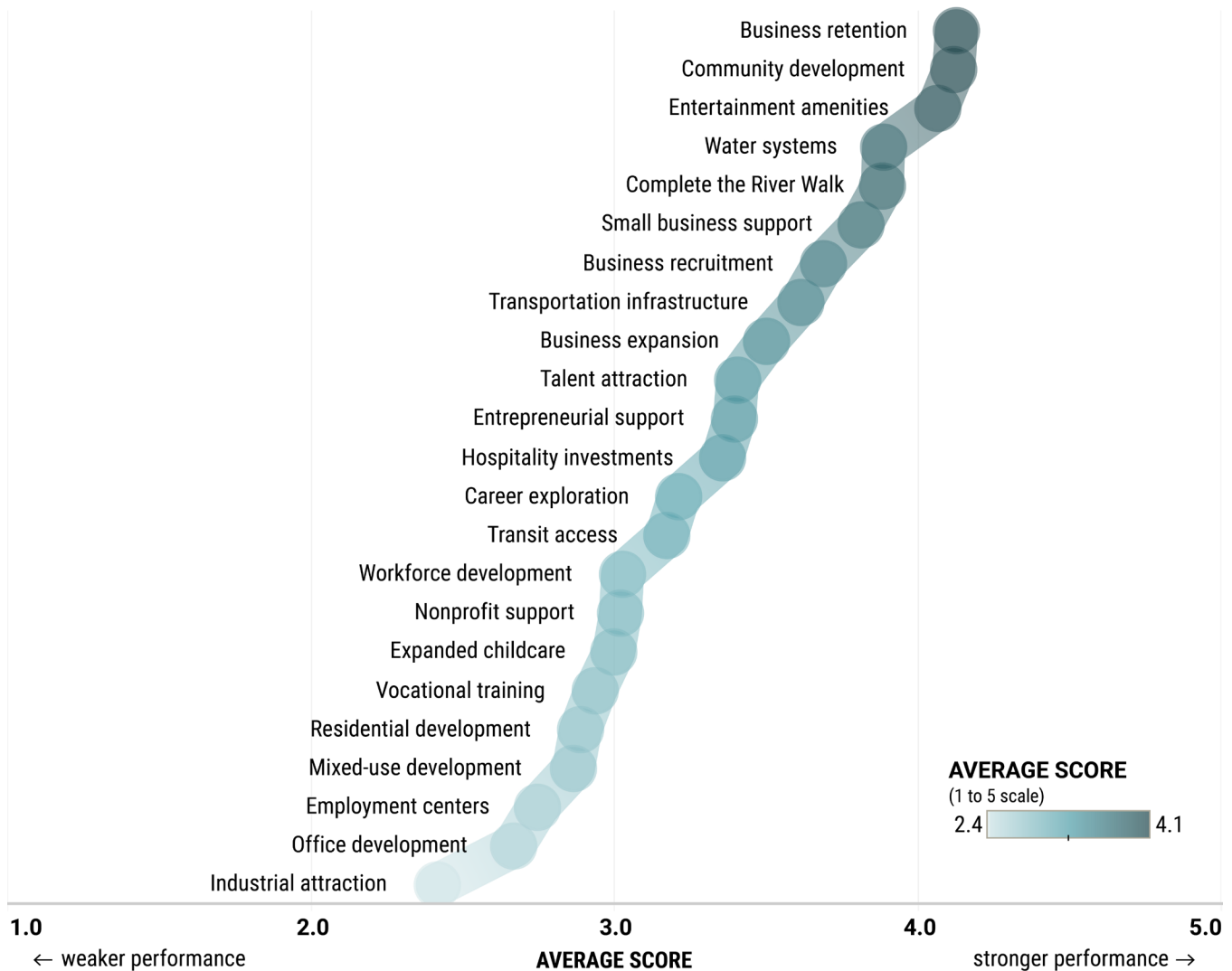
Note(s): Of the 1,039 respondents, 914 answered this question. The scale indicates the average score, with 5 being the highest possible and 1 being the lowest possible.

There is a strong desire to preserve the Town's identity.

Respondents wished to see a community that enjoys not only the amenities offered by name-brand retailers, but also a culture of small businesses and community events supporting a Town identity. From all responses, community development was identified as the Town's second highest priority (4.1 out of 5.0), with residents wanting public arts events and improved opportunities for outdoor recreation in the community. There is a strong desire to see quality development that balances an increase in lifestyle amenities with preserving Flower Mound's rural character. Although the responses largely agreed that the River Walk could become an asset for the community if fully realized, they were varied in terms of enthusiasm and optimism for continued investment in its development.

Figure 11. Setting Priorities

On a scale of 1 to 5, how should these economic development planning efforts be prioritized to create the most dynamic economic environment for Flower Mound?



Source(s): Results from the 2024 Community Visioning Survey compiled by TIP Strategies, Inc.

Note(s): Of the 1,039 respondents, 767 answered this question. The scale indicates the average score, with 5 being the highest possible and 1 being the lowest possible.

SWOT Analysis

During the initial phase of the project, the consulting team gathered qualitative input from local stakeholders in Flower Mound concerning local economic development issues. In addition, TIP conducted quantitative data analyses to understand the Town's competitive position in the region. The results of these efforts informed the following strengths, weaknesses, opportunities, and threats (SWOT) analysis. The four components of a SWOT analysis can be defined as follows.

- **Strengths.** Assets and resources that can be built on to grow, strengthen, and diversify the local/regional economy.
- **Weaknesses.** Liabilities and barriers to economic development that could limit economic growth potential.
- **Opportunities.** Competitive advantages and positive trends that hold significant potential for the attraction of new businesses, investments, and skilled workers.
- **Threats.** Unfavorable factors and trends (often external) that could negatively affect the local/regional economy.

Figure 12. SWOT Summary

 Strengths	 Weaknesses
• Desirable place to live; uniqueness within the Metroplex • High-quality, K-12 education offerings • Extensive trail system and outdoor space • High education/income population • Central location within the Dallas-Fort Worth Metroplex • Proximity to DFW International Airport • Proven mixed-use development success • Town is well-resourced in the near term	• Lack of affordable workforce housing • Under-leveraged developments have led to lack of trust • Development process is cumbersome • Lack of understanding of the benefits of economic development • Retail leakage and lack of entertainment options • Polarized views on growth and development within the community • Lack of worker mobility options for employers
 Opportunities	 Threats
• Opportunities for new development on the west side of Town, including mixed-use and commercial • River Walk and Lakeside completion • Leverage incentives to attract the types of development the Town wants • Investment in employment centers focused on high-income workers • Redevelopment of east Flower Mound properties • Leverage workforce and higher education for BRE • Potential to grow healthcare, higher education, and professional services sectors • Education on economic development and diversified tax base • Potential for additional outdoor recreation offerings (Murrell Park)	• Perceived residential growth overwhelming community infrastructure • Unsustainable property tax base



www.tipstrategies.com
512-343-9113
contact@tipstrategies.com



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

DATE: October 7, 2024
FROM: Julie Taylor, Director of Treasury Operations
ITEM: **Consider approval of a resolution declaring expectation to reimburse expenditures with proceeds of future debt and authorizing the preparation of the documents associated with the issuance, sale, and delivery of the debt obligations; and providing an effective date.**

BACKGROUND: The procurement process requires that 100% of funding be available before funds can be encumbered for the award of contracts. This reimbursement resolution will allow staff to satisfy the funding requirements prior to the issuance of debt under federal tax law.

The Town plans to issue debt during fiscal year 2024-25 to fund improvements to facilities, the water and sewer system within the Town and fund the costs of issuance of the debt.

In order to begin the projects prior to the issuance of debt, it is necessary to pass this resolution declaring intent to reimburse expenditures. The proposed reimbursement resolution provides the funding source to satisfy the procurement requirements for the projects as included on the fiscal year 2024-25 Five-Year Capital Improvement Program ("CIP").

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$43,855,000

Proposed Expenditure/(Revenue)
\$43,855,000

Account Number(s):

To satisfy the funding requirements and begin the capital projects prior to the issuance of debt under federal tax law.

LEGAL REVIEW: The Town's Bond Counsel, Norton Rose Fulbright US LLP, prepared the proposed resolution. This standard reimbursement resolution was approved in the past by Taylor, Olson, Adkins, Sralla, & Elam L.L.P. No alteration to the legal content of this form document was made in preparation of this document.

ATTACHMENTS:

1. Proposed Reimbursement Resolution

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

TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO. ____-24

A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, DECLARING EXPECTATION TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT, AND AUTHORIZING THE PREPARATION OF THE DOCUMENTS ASSOCIATED WITH THE ISSUANCE, SALE AND DELIVERY OF THE DEBT OBLIGATIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound, Texas, (the "Town") intends to issue debt for the construction and improvement of the projects listed on **Exhibit A** (collectively, the "Projects"); and further intends to make certain capital expenditures with respect to the Projects and currently desires and expects to reimburse the capital expenditures with proceeds of such debt; and

WHEREAS, under Treas. Reg. § 1.150-2 (the "Regulation"), to fund such reimbursement with proceeds of tax-exempt obligations, the Town must declare its expectation to make such reimbursement; and

WHEREAS, the Town desires to preserve its ability to reimburse the capital expenditures with proceeds of tax-exempt obligations.

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 reasonably expects to reimburse capital expenditures with respect to the Projects with proceeds of debt hereafter to be incurred by the Town, and that this Resolution shall constitute a declaration of official intent under the Regulation. The maximum principal amount of obligations expected to be issued for the Project is \$43,855,000.

SECTION 3

Hilltop Securities Inc. is hereby authorized and directed to prepare, or cause to be prepared, any and all documents including, but not limited to, an Official Statement associated with the issuance, sale and delivery of the obligations, the proceeds of which will provide financing of the Projects.

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, TEXAS, ON THIS 07th DAY OF OCTOBER, 2024.

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

EXHIBIT A

General Capital Projects**Facility Project:**

Fire Station No. 6

Total General\$ 20,000,000**Utility Capital Projects****Water Projects:**

Lakeside Water Reuse - Pump Station and Ground Storage Tanks

Lakeside Water Reuse - Reuse Waterlines

Stonecrest Pump Station Phase II

Stonehill Pump Station Motor Replacement

Timber Valley and Fairfield Lane Water Line Replacement

Witchita Trail Line Water Line Replacement

\$ 15,807,000**Wastewater Projects:**

Inflow-Infiltration/Evaluation and Repair

Timber Valley and Fairfield Lane Sewer Line Replacement

Utility Asset Management & Utility Replacement

Wastewater System Security Implementation

Wastewater Treatment Plant Effluent Filter Rehabilitation

Wastewater Treatment Plant Primary Treatment Area Improvement

\$ 7,830,000**Total Utility**\$ 23,637,000\$ 43,637,000**Estimated Financing Costs**\$ 218,000**Grand Total of Debt Issuance**\$ 43,855,000



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

DATE: October 7, 2024

FROM: Claire Barnes, Planner

ITEM: **Consider a request for a Record Plat (RC23-0002 – Dakota) to develop a residential subdivision with certain exceptions, modifications, and waivers to the Code of Ordinances. The property is generally located south of Meadow Lark and east of Deer Path. (PZ recommended approval by a vote of 6 to 0 at its September 23, 2024, meeting)**

BACKGROUND:

- Size – Approximately 39.537 acres
- Zoning – Single Family-Estate District (SF-E)
- Number of Residential Lots - 26
- SMARTGrowth – Passed, with approval of slope exception
- Traffic Analysis – Passed
- Exceptions
 1. Lot-to-lot drainage - instead of having lots drain to the right-of-way or an x-lot, the exception would allow drainage easements to be located on buildable lots, as depicted on the proposed plat.
 2. Delay benching pads - to delay lot grading and benching of pads for lots 14, 15, 16, 17, 18, and 19, to allow individual lots to be graded at the time of building permit application for each lot.
 3. Topographic slope - to permit an exception for the 7.46 acres of impacted topographic slopes between 5% and 12% and the 0.93 acres of impacted topographic slopes greater than 12%. (Slopes are considered impacted when they are located on buildable lots.)
 4. Lot depth-to-width - to allow the depth to exceed two and one-half times (2.5) the lot width for lots 14, 15, 18, and 26.
- Incentives - N/A
- Planning and Zoning Commission [Staff Report Link](#)

BOARD REVIEW/CITIZEN FEEDBACK:

The Planning & Zoning Commission recommended approval as presented, with the condition that the slope exception be granted, allowing slope impacts on residential lots to be limited to between 5 and 8 percent, while all other residential lot slopes must adhere to the Town's regulation by a vote of 6 to 0 at its September 23, 2024, meeting. The applicant is reviewing this recommendation against the current layout to determine the design impacts, if any, of this recommendation.

The obligation set forth in the topographical slope exception would expire on a lot-by-lot basis at the time any constructed single family residence is occupied and used as a residence.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

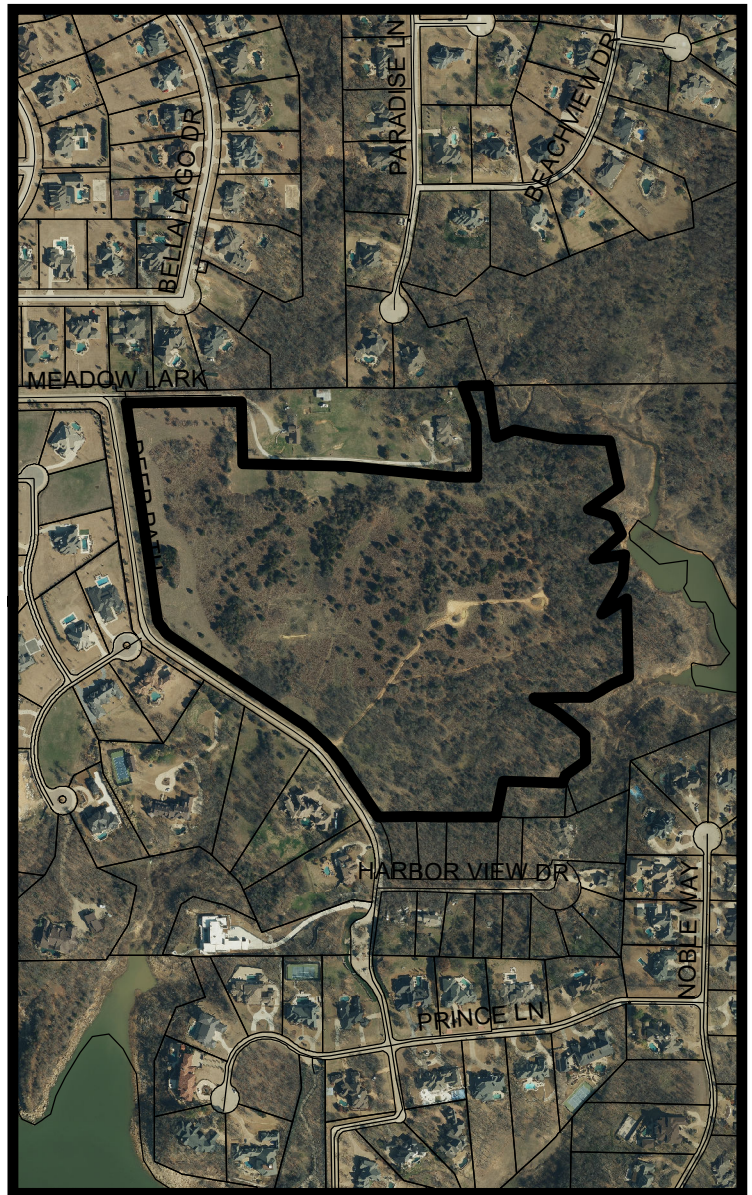
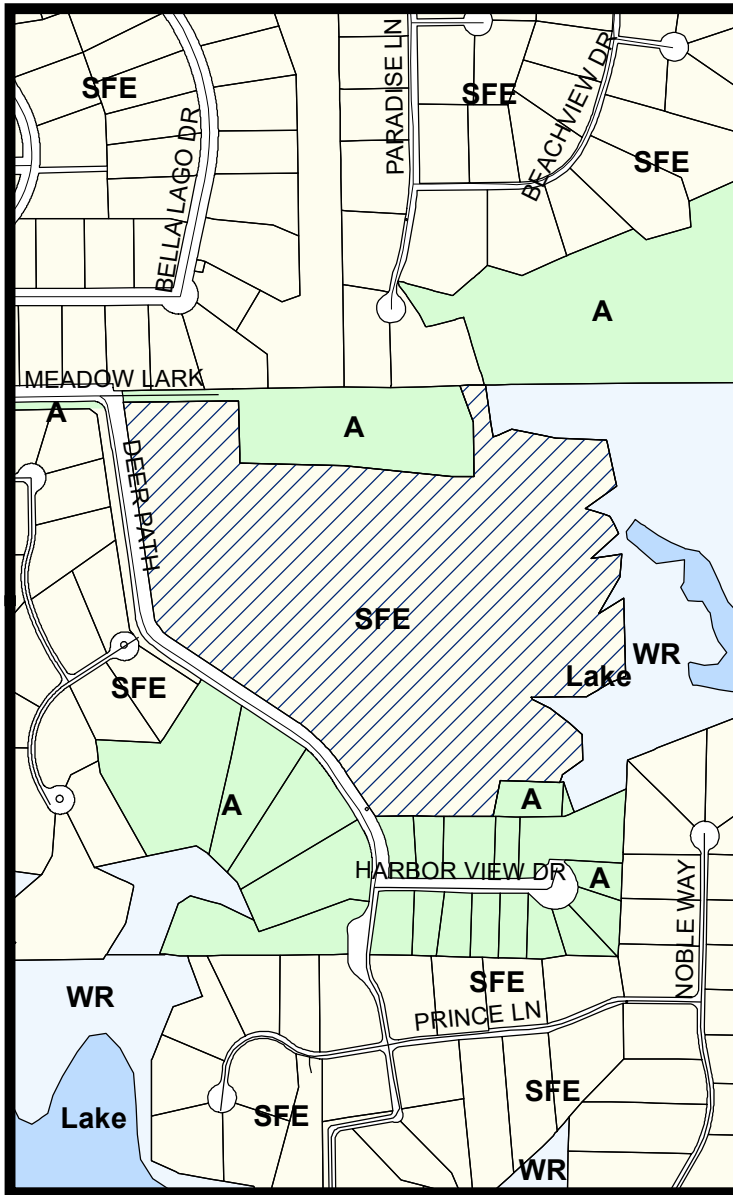
ATTACHMENTS:

1. Zoning & Aerial Map

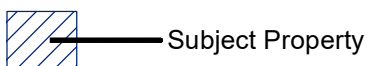
DRAFT MOTION: Move to approve as presented in the agenda caption.

Vicinity Map

RC23-0002 - Dakota

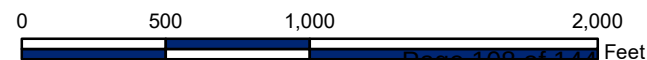
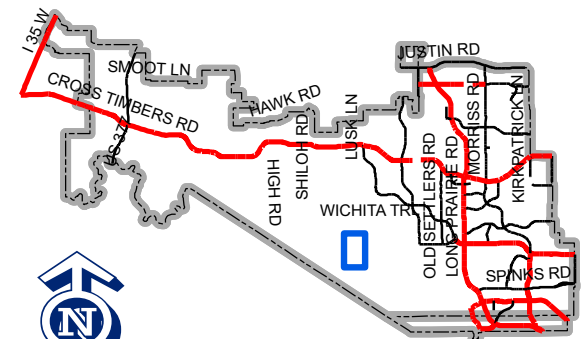


LEGEND



Visit www.fmdevmap.com to learn more about this project.

Visit <https://www.flowermound.gov/notifyme> to sign up for text message and/or email alerts for future projects.



Map Location



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

DATE: October 7, 2024
FROM: Tommy Dalton, Assistant Town Manager
ITEM: **Presentation and discussion regarding Tax Increment Reinvestment Zone No. 1, including current status, expiration date and potential extension.**

BACKGROUND: The purpose of this item is to discuss the current status and potential extension of [Tax Increment Reinvestment Zone No. 1 \(The Zone\)](#). The Zone took effect on January 1, 2005, and is set to terminate on December 31, 2024. The Zone encompasses approximately 1,465 acres predominately along the Long Prairie Road (FM 2499) corridor between Justin Road (FM 407) and Chaparral Lane.

The Town has been working with P3 Works LLC. (P3) to reconcile and update the project and finance plan for The Zone. An amended and restated project and finance plan (A&R Plan) was presented to the TIRZ #1 Board on [April 3, 2024](#) that ratifies the previous TIRZ # 1 Board actions relative to projects authorized, and adds additional projects already approved by the TIRZ #1 Board. The A&R Plan formally updates the project and finance plan to include those projects.

Since April, the Town acquired approximately 3.67 acres, commonly referred to as the amphitheater site, within the River Walk at Central Park development. The purpose of the land acquisition is to construct a cultural and performing arts center to further the Town's commitment of establishing a central hub for arts, cultural and creative programming within the Town.

Exploring the development of an arts center is a recommendation of the [2018 Cultural Arts Master Plan](#). In October of 2019, Town Council hired Webb Management Services to conduct a Feasibility Study and Business Plan for a potential Cultural Arts Center. The [Cultural Arts Center Feasibility Plan](#) was presented to Town Council at the 2020 Strategic Planning Session. The [Cultural Arts Center Business Plan](#) was presented to Town Council at the August 2, 2021 TC meeting ([Plan/Presentation](#)). In 2022, The Town explored the feasibility of constructing the arts center at 1800 Timber Creek Road after the Town acquired the LISD natatorium property. The feasibility study was presented to the Town Council at their [June 16, 2022, Strategic Planning Session](#). The Town Council directed staff to evaluate other properties due to the site constraints of 1800 Timber Creek Road with a preference to find land in more of a "mixed-use" setting.

The amphitheater site at the River Walk is an ideal location in that it's centrally located and the original vision for the amphitheater site was to be used for public purposes. The site presents an opportunity to spur additional development within the River Walk and for the Town to create synergy with restaurant row and the adjacent hotels.

To leverage the success of The Zone to fund the construction of the arts center, the Town is proposing to extend The Zone for an additional five years to cover the remaining obligations of The Zone, and to fund the construction of the arts center.

In March of 2024, the Town of Flower Mound contracted OWT Architects to study the feasibility of an

arts center at 4620 River Walk Dr. The Town's consultants, in coordination with Town staff, studied the feasibility of an arts center at this site, based on the recommendations from the Cultural Arts Center Feasibility & Business Plan. Based on the findings of this study, Town staff is recommending to budget \$50M for the arts center, subject to change depending on modifications made in design, based on community feedback.

Denton County has indicated their interest in extending their participation in the zone for the purpose of constructing the arts center. The partnership with the County is critical in funding a right-sized arts center with the shortest possible extension.

If the extension is approved, the Town would immediately initiate full design. It is estimated it will take at least 12 months to complete design of the center, which will utilize the Town's existing feasibility studies to inform the design along with input from Town's Cultural Arts Commission, and through public engagement.

Upon completion of design, the Town will have reliable construction estimates, and will update The Zone's project and financing plan budgeted estimate to reflect construction costs. The Town could feasibly bid the project early 2026, with construction beginning summer 2026 and ending summer 2027.

The next steps in considering an extension of The Zone include consideration by the TIRZ #1 Board on October 21, 2024, followed by Town Council consideration the same night. Denton County will then consider an amendment to their participation agreement during an upcoming Commissioners Court meeting.

BOARD REVIEW/CITIZEN FEEDBACK: The TIRZ #1 Board approved an Amended and Restated Plan on April 3, 2024. If Council directs staff to move forward with an extension, that item will be brought forward to the TIRZ #1 Board on October 21, 2024.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. TIRZ #1 Amended and Restated Plan

DRAFT MOTION: Discuss and provide staff with direction.



TAX INCREMENT FINANCING
REINVESTMENT ZONE NUMBER ONE,
TOWN OF FLOWER MOUND, TEXAS
AMENDED AND RESTATED
PROJECT AND FINANCE PLAN
OCTOBER 7, 2024

TABLE OF CONTENTS

Table of Contents	1
Section 1: Definitions.....	1
Section 2: Introduction	4
Section 3: Description and Maps	6
Section 4: Proposed Changes to Ordinances, Plans, Codes, Rules, and Regulations.....	6
Section 5: Relocation of Displaced Persons.....	7
Section 6: Estimated Non-Project Costs	7
Section 7: Proposed Public Improvements.....	7
Section 8: Estimated Project Costs	7
Section 9: Feasibility Study	8
Section 10: Estimated Bonded Indebtedness.....	8
Section 11: Appraised Value	9
Section 12: Method of Financing.....	9
Section 13: Duration of the Zone, Termination.....	10
List of Exhibits.....	11
Exhibit A – Map of the Zone	12
Exhibit B – Non-Project Costs	13
Exhibit C – Project Costs	14
Exhibit D – Estimated Timeline of Incurred Costs.....	15
Exhibit E – Feasibility Study	16
Exhibit F – Proposed Uses of the Zone	17
Exhibit G – Map of the Public Improvements.....	18
Exhibit H – Parcel Identification.....	19

SECTION 1: DEFINITIONS

Capitalized terms used in this Amended Plan shall have the meanings given to them in **Section I** below unless otherwise defined in this Amended Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a “Section,” or an “Exhibit,” shall be a reference to a Section of this Amended Plan or an Exhibit attached to and made a part of this Amended Plan for all purposes.

“**Act**” means Chapter 311, Texas Tax Code, Tax Increment Financing Act, as amended.

“**Additional Projects**” means those projects incorporated in this Amended Plan and to be funded in part or in whole from the Town TIRZ Increment only, as described in **Exhibit C**.

“**Administrative Costs**” means the actual, direct costs paid or incurred by or on behalf of the Town to administer the Zone, including planning, engineering, legal services, organizational costs, publicizing costs, or implementations costs paid by or on behalf of the Town that are directly related to the administration of the Zone. Administrative Costs shall include costs incurred prior to the adoption of this Amended Plan.

“**Amended Plan**” means this *Amended and Restated Tax Increment Financing Reinvestment Zone Number One, Town of Flower Mound, Texas, Final Project and Finance Plan*.

“**Amending Ordinance**” means Ordinance No. [REDACTED] considered by the Town Council on October 7, 2024.

“**Appraisal District**” means the Denton Central Appraisal District.

“**Board**” means the Board of Directors for the Zone.

“**Captured Appraised Value**” means the taxable value of the Zone, on a parcel-by-parcel basis for each year during the term of the Zone, as calculated and confirmed annually by the Appraisal District, less the Tax Increment Base.

“**Creation Ordinance**” means Ordinance No. 78-05 adopted by the Town Council on September 19, 2005, designating the creation of the Zone and the Board.

“**County**” means Denton County, Texas.

“**County TIRZ Increment**” means the portion of the County’s ad valorem tax increment collected and received by the County on the Captured Appraised Value in the Zone and to be deposited

into the TIRZ No. 1 Fund. Pursuant to the County Participation Agreement, the County TIRZ Increment will be equal to one hundred percent (100%) of the ad valorem real property taxes in years 1-5, ninety percent (90%) in years 6-10, eighty-five percent (85%) in years 11-15, eighty percent (80%) in years 16-21, and decreasing five percent (5%) every year thereafter for the extension term.

“County Participation Agreement” means that certain Interlocal Agreement entered into by the Town and the County on August 7, 2006, detailing the Town and County’s participation in the Zone, and any future amendments.

“Feasibility Study” means the economic feasibility study as prepared at the creation of the Final Plan as updated and amended by this Amended Plan, and focuses only on direct financial benefits, as further described in **Section 9** and shown on **Exhibit E**.

“Final Plan” means the *Tax Increment Financing Reinvestment Zone Number One, Town of Flower Mound, Texas, Project Plan* and the *Tax Increment Financing Reinvestment Zone Number One, Town of Flower Mound, Texas, Finance Plan*, approved by the Town Council on September 19, 2005.

“Non-Project Costs” means those certain costs that will be spent to develop in the Zone, but will not be financed by the Zone, and will be financed by private funds, as described in **Section 6** and shown on **Exhibit B**.

“Original Projects” means those projects included in the Final Plan and to be funded in part or in whole from the Town TIRZ Increment and County TIRZ Increment, as described in **Exhibit C**.

“Project Costs” means the total actual costs for projects in the Zone, including the cost of Original Projects, the cost of Additional Projects, and the Administrative Costs.

“Property” means approximately 1,465 acres of land as depicted on **Exhibit A** and described in **Exhibit H**.

“Public Improvements” means the public improvements including streets, signals, water, facilities, Riverwalk/Forum improvements, parks, other projects, and related infrastructure that serves the Property, including Original Projects and Additional Projects.

“Tax Increment Base” means total appraised value of taxable real property in the Zone at the time of creation of the Zone.

“TIRZ No. 1 Fund” means the tax increment fund created by the Town and segregated from all other funds of the Town.

“Town” means the Town of Flower Mound, Texas.

“Town Council” means the governing body of the Town.

“Town TIRZ Increment” means the portion of the Town’s ad valorem tax increment collected and received by the Town on the Captured Appraised Value in the Zone, as further described in **Section 13.1**. The Town TIRZ Increment will equal one hundred percent (100%) of the ad valorem real property taxes in years 1-20, eighty percent (80%) in year 21, and decreasing five percent (5%) every year thereafter for the extension term.

“Zone” means Tax Increment Financing Reinvestment Zone Number One, Town of Flower Mound, Texas, as depicted on **Exhibit A** and identified on **Exhibit H**.

SECTION 2: INTRODUCTION

2.1 Authority and Purpose

The Town has the authority under the Act to designate a contiguous or noncontiguous geographic area within the corporate limits or extraterritorial jurisdiction of the Town as a tax increment reinvestment zone to promote development or redevelopment of the area because the Town Council has determined that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future, that the Zone is feasible, and that creation of the Zone is in the best interest of the Town and the property in the Zone. The purpose of the Zone is to facilitate such development or redevelopment by financing the costs of public works, public improvements, programs, and other projects benefiting the Zone, plus other costs incidental to those expenditures, all of which costs are authorized by the Act.

2.2 Eligibility Requirements

An area is eligible under the Act to be designated as a tax increment reinvestment zone if the area:

- 1) substantially arrests or impairs the sound growth of the municipality designating the Zone, retard the provision of housing accommodations, or constitutes an economic or social liability and is a menace to the public health, safety, morals, or welfare in its present condition; or
- 2) is predominantly open or undeveloped and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs or arrests the sound growth of the Town; or
- 3) is in a federally assisted new community located in the Town or in an area immediately adjacent to a federally assisted new community; or
- 4) is in an area described in a petition requesting that the area be designated as a reinvestment zone, if the petition is submitted to the governing body of the Town by the owners of property constituting at least fifty percent (50%) of the appraised value of the property in the area according to the most recent certified appraisal roll for the county in which the area is located.

The Town cannot, however, designate a zone if more than thirty percent (30%) of the property in the proposed zone, excluding property that is publicly owned, is used for residential purposes, or if the total appraised value of taxable real property in the proposed zone and in existing reinvestment zones exceeds fifty percent (50%) of the total appraised value of taxable real property in the Town and in industrial districts created by the Town.

2.3 The Zone

The Town Council created the Zone which includes the Property. The Property is currently zoned single family, agriculture, retail, commercial, industrial, office, and central business district. The Property was primarily open, undeveloped, or underdeveloped, and due to its size, location, and physical characteristics, development would not have occurred solely through private investment in the foreseeable future. The Property substantially impaired and arrested the sound growth of the Town because it was predominately open and undeveloped due to factors such as the lack of public infrastructure and the need for economic incentive to attract development to the Zone for the purpose of providing long-term economic benefits including, but not limited to, increased real property tax base for all taxing units in the Zone. If the Public Improvements are financed as contemplated by this Amended Plan, the Town envisions that the Property will be further developed to take full advantage of the opportunity to bring to the Town and County, a quality development.

2.4 Final Plan and Hearing

The Town Council prepared a Final Plan for the Zone in accordance with the Act and held a public hearing on the creation of the Zone and its benefits to the Town and to the Property, at which public hearing interested persons were given the opportunity to speak for and against the creation of the Zone, the boundaries of the Zone and the concept of tax increment financing, and at which hearing the owners of the Property were given a reasonable opportunity to protest the inclusion of their Property in the Zone. The requirement of the Act for a reinvestment zone financing plan was satisfied by the Final Plan, the purpose of which was to describe, in general terms, the Public Improvements that will be undertaken and financed by the Zone. A description of how such public improvements and projects will be undertaken and financed is provided within this Amended Plan, which requires approval by the Board and by the Town Council.

2.5 Creation of the Zone

Upon the closing of the above referenced public hearing, the Town Council adopted the Creation Ordinance in accordance with the Act creating the Zone finding that (1) development or redevelopment of the Property would not occur solely through private investment in the reasonably foreseeable future, (2) the Zone was feasible, (3) improvements in the Zone would significantly enhance the value of all the taxable real property in the Zone and be of general benefit to the Town, and (4) that the Zone met the eligibility requirements of the Act. Among other provisions required by the Act, the Creation Ordinance appointed the Board,

2.6 Board Recommendations

On September 18, 2005, the Board reviewed the Final Plan and recommended its approval to the Town Council. On March 26, 2024, the Board reviewed this Amended Plan and recommended its

approval to the Town Council, pursuant to which the Town will contribute the Town TIRZ Increment into the TIRZ No. 1 Fund to fund the costs of the Public Improvements benefiting the Zone.

2.7 Council Action

The Town Council will take into consideration the recommendations of the Board and consider the Amending Ordinance, which serves to implement this Amended Plan, extend the duration of the TIRZ, amend the City TIRZ Increment and Town Council will consider the Amended County Participation Agreement, which will amend the County's TIRZ Increment to eight percent (80%) in year 21, and decreasing five percent (5%) every year thereafter for the extension term.

SECTION 3: DESCRIPTION AND MAPS

3.1 Existing Uses and Conditions

The Property is currently located within the corporate limits of the Town and is zoned single family, agriculture, retail, commercial, industrial, office, and central business district, in accordance with the Town's zoning ordinance. The Property was undeveloped and underdeveloped at the time of creation, and there was limited public infrastructure to support development. Development required extensive public infrastructure that: (1) the Town could not provide, and (2) would not be provided solely through private investment in the foreseeable future. A map of the Property and the Zone is shown on **Exhibit A**.

3.2 Land Uses

The land uses of the Property are expected to be single-family residential, commercial, retail, industrial, institutional, office, and mixed use.

3.3 Parcel Identification

The parcels identified on **Exhibit H** provide sufficient detail to identify with ordinary and reasonable certainty the territory included in the Zone.

SECTION 4: PROPOSED CHANGES TO ORDINANCES, PLANS, CODES, RULES, AND REGULATIONS

The Property is wholly located within the corporate limits of the Town and is subject to the Town's zoning regulation. The Town has exclusive jurisdiction over the subdivision and platting of the property within the Property and the design, construction, installation, and inspection of water, sewer, drainage, roadway, and other public infrastructure. No proposed changes to zoning

ordinances, comprehensive plan, building codes, subdivision rules, or other municipal ordinances are planned.

SECTION 5: RELOCATION OF DISPLACED PERSONS

No persons were displaced and in need of relocation due to the creation of the Zone or will be due to the implementation of this Amended Plan.

SECTION 6: ESTIMATED NON-PROJECT COSTS

Non-Project Costs are private funds that will be spent to develop the Zone but will not be financed by the Zone and will be financed by other funds. The list of Non-Project Costs is shown on **Exhibit B** and are estimated to be approximately \$1,467,112,000.

SECTION 7: PROPOSED PUBLIC IMPROVEMENTS

7.1 Categories of Public Improvements

The Public Improvements financed or to be financed by the Zone are shown on **Exhibit C**. All Public Improvements were or shall be designed and constructed in accordance with all applicable Town standards and were or shall otherwise be inspected, approved, and accepted by the Town. At the Town's option, the Public Improvements may be expanded to include any other category of improvements authorized by the Act.

7.2 Locations of Public Improvements

The estimated locations of the Public Improvements are depicted on **Exhibit G**. These locations may be revised, with the approval of the Town, from time to time without amending this Amended Plan.

SECTION 8: ESTIMATED PROJECT COSTS

8.1 Project Costs

The total Project Costs were originally estimated to be \$34,540,000 and have been amended to \$115,007,408, as shown on **Exhibit C**. The Public Improvements are split between two categories, the Original Projects, now estimated at \$38,695,825, and the Additional Projects, estimated at \$76,248,502. Payments have been made from the TIRZ No. 1 Fund equaling \$42,667,175, and therefore, the remaining cost of Public Improvements are estimated to be \$72,340,233.

8.2 Estimated Administrative Costs

The Administrative Costs are estimated to be \$10,000 in 2024 and escalate at two percent (2%) annually thereafter. The Administrative Costs shall be paid each year from the TIRZ No. 1 Fund before any other Project Costs are paid.

8.3 Estimated Timeline of Incurred Costs

It is estimated the remaining costs of Public Improvements will be incurred between calendar years 2025-2028, as shown on **Exhibit D**.

SECTION 9: FEASIBILITY STUDY

For purposes of this Amended Plan, the economic feasibility of the Zone has been demonstrated, as shown on **Exhibit E**. This evaluation focuses on only direct financial benefits (i.e. ad valorem tax revenues from the development of Public Improvements in the Zone). During the term of the Zone, new development (which would not have occurred but for the Zone) will generate approximately \$123,812,131 in total new real property tax revenue, and the contributing taxing entities will retain \$18,993,059. The remaining additional revenue will be deposited in the TIRZ No. 1 Fund to pay Project Costs.

The Feasibility Study shows the cumulative Town TIRZ Increment is estimated to be \$70,441,649, which will be available to pay a portion of the Project Costs, until the term expires or is otherwise terminated. The remainder of the new Town real property tax revenue generated within the Zone and retained by the Town is estimated to be \$10,213,666 over the remaining term.

The Feasibility Study shows the cumulative County TIRZ Increment is estimated to be \$34,377,424, which will be available to pay a portion of the Project Costs, until the term expires or is otherwise terminated. The remainder of the new County real property tax revenue generated within the Zone and retained by the County is estimated to be \$8,779,392 over the remaining term.

The remainder of the new real property tax revenue generated within the Zone will be available to pay Project Costs, until the term expires or is otherwise terminated. Upon expiration or termination of the Zone, one hundred percent (100%) of all tax revenue generated within the Zone will be retained by the respective taxing entities. Based on the foregoing, the feasibility of the Zone has been demonstrated.

SECTION 10: ESTIMATED BONDED INDEBTEDNESS

No tax increment reinvestment zone bonds, issued by the Town pursuant to the Act, are contemplated at this time.

SECTION 11: APPRAISED VALUE

11.1 Tax Increment Base

The Tax Increment Base of the Zone is \$228,290,889, as provided by the Appraisal District, in accordance with the Act.

11.2 Estimated Captured Appraised Value

At the time of this Amended Plan, the total taxable value of the Zone is \$1,934,347,026. It is estimated that upon expiration of the term of the Zone, the total Captured Appraised Value of taxable real property in the Zone will be approximately \$1,948,833,730, as shown on **Exhibit E**. The actual Captured Appraised Value, as certified by the Appraisal District, for each year, will be used to calculate the Town TIRZ Increment and the County TIRZ Increment to be deposited into the TIRZ No. 1 Fund pursuant to this Amended Plan.

SECTION 12: METHOD OF FINANCING

At the time of this Amended Plan, the TIRZ No. 1 Fund balance was \$20,636,815, as provided by the Town, which includes unencumbered funds and funds for the project to be undertaken by the extension.

This Amended Plan shall obligate the Town to deposit the Town TIRZ Increment into the TIRZ No. 1 Fund each year for the duration of the Zone. For example, in FY 2024, the Town's ad valorem tax rate was \$0.38730 per \$100 of taxable value, therefore the Town would contribute \$0.38730 per \$100 of the Captured Appraised Value in the Zone levied and collected, to the TIRZ No. 1 Fund.

The County Participation Agreement obligates the County to deposit the County TIRZ Increment into the TIRZ No. 1 Fund each year for the duration of the Zone. For example, in FY 2024, the County's ad valorem tax rate was \$0.18949 per \$100 of taxable value, therefore the County would contribute \$0.1515880 per \$100 of the Captured Appraised Value in the Zone levied and collected, to the TIRZ No. 1 Fund.

Funds deposited into the TIRZ No. 1 Fund shall always first be applied to pay the Administrative Costs. After the Administrative Costs have been paid, funds in the TIRZ No. 1 Fund shall next be used to fund the Public Improvements. All payments of Project Costs shall be made solely from the TIRZ No. 1 Fund and from no other funds of the Town unless otherwise approved by the governing body, and the TIRZ No. 1 Fund shall only be used to pay the Project Costs in accordance with this Amended Plan. The Town may amend this Amended Plan including but not limited to what is considered a Project Cost.

SECTION 13: DURATION OF THE ZONE, TERMINATION

13.1 Duration

The original term of the Zone commenced at the creation of the Zone and was to continue until December 31, 2024, unless otherwise terminated in accordance with the Creation Ordinance. The Amending Ordinance serves to extend the duration of the Zone until December 31, 2029, with the last payment due by January 31, 2030, unless otherwise terminated in accordance with the Amending Ordinance.

13.2 Termination

The Zone will terminate prior to the expiration of its stated term if the Project Costs have been fully funded. If upon the expiration of the stated term of the Zone, the Project Costs have not been fully funded, the Town and County shall have no obligation to pay the shortfall, and the term of the Zone shall not be extended. The provisions of this section shall be included in the County Participation Agreement. Nothing in this section is intended to prevent the Town from extending the term of the Zone in accordance with the Act.

LIST OF EXHIBITS

Unless otherwise stated, all references to "Exhibits" contained in this Amended Plan shall mean and refer to the following exhibits, all of which are attached to and made a part of this Amended Plan for all purposes.

Exhibit A	Map of the Zone
Exhibit B	Non-Project Costs
Exhibit C	Project Costs
Exhibit D	Estimated Timeline of Incurred Costs
Exhibit E	Feasibility Study
Exhibit F	Proposed Uses of the Zone
Exhibit G	Map of the Public Improvements
Exhibit H	Parcel Identification

EXHIBIT A – MAP OF THE ZONE

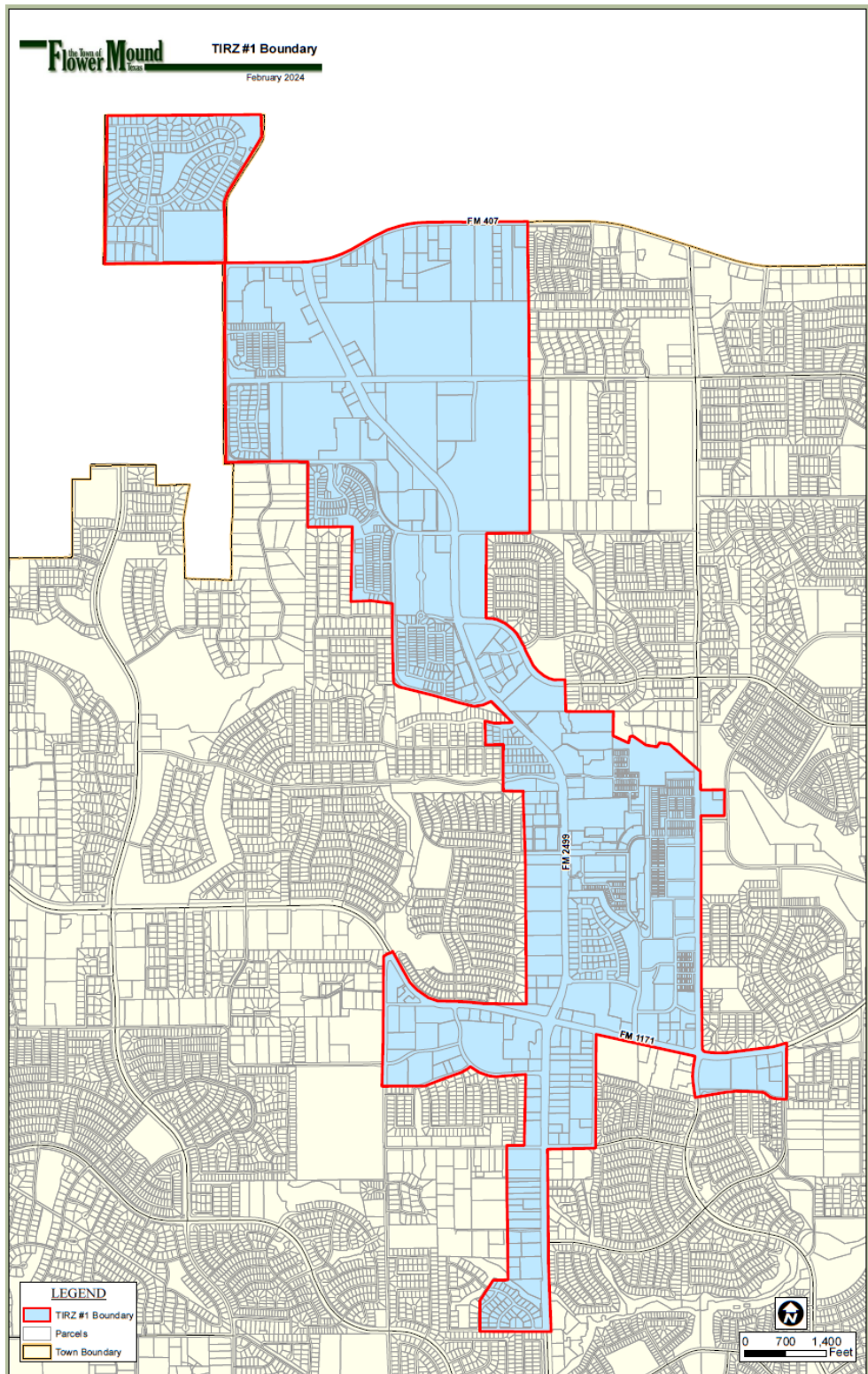


EXHIBIT B – NON-PROJECT COSTS

Non-Project Costs ^{[a],[b]}		
Captured Appraised Value	\$	1,948,833,730
Public Improvement Costs	\$	114,944,327
Estimated Non-Project Costs	\$	1,467,112,000

Footnotes	
[a] Non-Project Costs are estimated to be approximately 80% of the Captured Appraised Value less the Public Improvement Costs.	
[b] Provided for illustrative purposes only, and subject to change.	

EXHIBIT C – PROJECT COSTS

Project Costs					
Project Number	Project Name	2005 Budget	2024 Budget	Expended Costs	Remaining Balance
Original Projects^[a]					
Streets					
1	Dixon Lane (Chinn Chapel to Crestside)	\$ 3,500,000	\$ 2,685,267	\$ 2,685,267	\$ -
2	Chinn Chapel (FM 407 to Dixon)	\$ 425,000	\$ 1,387,500	\$ 1,387,500	\$ -
3	Chinn Chapel (Dixon to Waketon)	\$ 750,000	\$ 941,305	\$ 941,305	\$ -
4	Waketon Road (Rippy to Chinn Chapel)	\$ 400,000	\$ 5,439,161	\$ 4,993,608	\$ 445,553
5	Rippy Road (FM 2499 to Waketon)	\$ 2,115,000	\$ 8,500,000	\$ 2,788,913	\$ 5,711,087
6	Churchill Drive (East End to Yucca)	\$ 560,000	\$ 400,000	\$ 400,000	\$ -
Signals					
13	College Parkway at FM 2499	\$ 150,000	\$ 115,000	\$ 115,000	\$ -
Water					
14	FM 2499 West Side Waterline (FM 1171 to Dixon)	\$ 1,175,000	\$ 906,605	\$ 906,605	\$ -
16	FM 407 from FM 2499 to Country Meadows Addition	\$ 465,000	\$ 438,039	\$ 438,039	\$ -
Facilities					
18	Town Hall	\$ 12,000,000	\$ 11,266,856	\$ 7,550,068	\$ 3,716,788
19	Senior Citizen Activity Center	\$ 8,000,000	\$ 4,886,092	\$ 4,886,092	\$ -
Riverwalk Improvements					
24	Improvements in Riverwalk Area	\$ 5,000,000	\$ 730,000	\$ -	\$ 730,000
25	Riverwalk Parking Structure	\$ -	\$ 1,000,000	\$ 1,000,000	\$ -
Original Projects Subtotal		\$ 34,540,000	\$ 38,695,825	\$ 28,092,397	\$ 10,603,428
Additional Projects^[b]					
Streets					
7	FM 1171 at FM 2499 Westbound Right Turn Lane	\$ -	\$ 1,048,000	\$ 254,231	\$ 793,769
8	FM 1171 at FM 2499 Eastbound Right Turn Lane	\$ -	\$ 432,752	\$ 432,752	\$ -
9	FM 2499 at Waketon Intersection	\$ -	\$ 1,900,000	\$ 1,461,176	\$ 438,824
10	Karnes Road	\$ -	\$ 830,000	\$ 84,882	\$ 745,118
11	East Waketon Road Drainage Improvements	\$ -	\$ 1,900,000	\$ 287,497	\$ 1,612,503
Signals					
12	Morris Road Adaptive Traffic Signal Upgrade	\$ -	\$ 178,000	\$ 122,222	\$ 55,778
Water					
15	Rippy Road Water Line Improvements	\$ -	\$ 400,000	\$ -	\$ 400,000
17	Morris Waterline Project Phase 2	\$ -	\$ 2,317,153	\$ 2,317,153	\$ -
Facilities					
20	Library Renovation and Expansion	\$ -	\$ 12,027,346	\$ 7,825,459	\$ 4,201,887
Parks					
21	Peter's Colony Memorial Park	\$ -	\$ 2,955,000	\$ 346,309	\$ 2,608,691
22	Chinn Chapel Park	\$ -	\$ 650,000	\$ 613,950	\$ 36,050
23	Pink Evening Primrose Trail Connection (Bridge & Trail)	\$ -	\$ 915,000	\$ 598,462	\$ 316,538
Other Projects					
27	Town Center Master Plan	\$ -	\$ 50,685	\$ 50,685	\$ -
28	FM 407 Shared Retail Development	\$ -	\$ 180,000	\$ 180,000	\$ -
26	Other Projects	\$ -	\$ 464,566	\$ -	\$ 464,566
29	Community Arts Center	\$ -	\$ 50,000,000	\$ -	\$ 50,000,000
Additional Projects Subtotal		\$ -	\$ 76,248,502	\$ 14,574,778	\$ 61,673,724
Administrative Costs		\$ -	\$ 63,081	\$ -	\$ 63,081
Total Project Costs		\$ 34,540,000	\$ 115,007,408	\$ 42,667,175	\$ 72,340,233

Footnotes

[a] Original Projects are funded by Town TIRZ Increment and County TIRZ Increment.

[b] Additional Projects are funded by Town TIRZ Increment only.

EXHIBIT D – ESTIMATED TIMELINE OF INCURRED COSTS

Zone Year	Calendar Year	Total Project Costs ^[a]	
		Annual	Cumulative
20	2024	\$ -	\$ 42,667,175
21	2025	\$ 18,085,058	\$ 60,752,233
22	2026	\$ 23,510,576	\$ 84,262,809
23	2027	\$ 23,510,576	\$ 107,773,385
24	2028	\$ 7,234,023	\$ 115,007,408
25	2029	\$ -	\$ 115,007,408
Total		\$ 72,340,233	\$ 115,007,408

Footnotes

[a] Estimate provided for illustrative purposes only.

EXHIBIT E – FEASIBILITY STUDY

Reinvestment Zone Number One, Town of Flower Mound, Texas Feasibility Study - 5 Year Extension																		
Zone	Calendar Year	Growth/ Year ^[a]	Added Development Value ^[b]	Town ^[c]		County ^[c]		Town				County				Current Total Obligations ^[e]	Total Cash Available	
				New Taxable Value	Incremental Value	New Taxable Value	Incremental Value	TIRZ Increment		Fund Balance ^[d]		TIRZ Increment		Fund Balance ^[d]				
								%	Annual	Annual	Cumulative	%	Annual	Annual	Cumulative	Annual		
1	2005			\$ 228,290,889		\$ 229,382,705												
2	2006	3%	\$ 59,757,614	\$ 294,897,230	\$ 66,606,341	\$ 295,969,292	\$ 66,586,587	100%	\$ -	\$ -	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	
3	2007	3%	\$ 51,984,316	\$ 355,728,463	\$ 127,437,574	\$ 356,587,442	\$ 127,204,737	100%	\$ 299,529	\$ -	\$ -	100%	\$ 154,428	\$ -	\$ -	\$ -	\$ -	
4	2008	3%	\$ 67,392,076	\$ 433,792,393	\$ 205,501,504	\$ 432,633,064	\$ 203,250,359	100%	\$ 573,087	\$ -	\$ -	100%	\$ 300,063	\$ -	\$ -	\$ -	\$ -	
5	2009	0.0%	\$ 8,430,372	\$ 442,222,765	\$ 213,931,876	\$ 443,177,566	\$ 213,794,861	100%	\$ 924,140	\$ -	\$ -	100%	\$ 479,203	\$ -	\$ -	\$ -	\$ -	
6	2010	0.0%	\$ 16,774,166	\$ 458,996,931	\$ 230,706,042	\$ 459,984,122	\$ 230,601,417	100%	\$ 962,052	\$ -	\$ -	100%	\$ 534,060	\$ -	\$ -	\$ -	\$ -	
7	2011	3%	\$ -	\$ 455,928,159	\$ 227,637,270	\$ 496,122,405	\$ 266,739,700	100%	\$ 1,037,485	\$ -	\$ -	90%	\$ 631,617	\$ -	\$ -	\$ -	\$ -	
8	2012	3%	\$ 4,794,758	\$ 474,400,762	\$ 246,109,873	\$ 509,896,485	\$ 280,513,780	100%	\$ 1,023,685	\$ -	\$ -	90%	\$ 665,839	\$ -	\$ -	\$ -	\$ -	
9	2013	3%	\$ 46,228,979	\$ 534,861,764	\$ 306,570,875	\$ 569,561,761	\$ 340,179,056	100%	\$ 1,106,756	\$ -	\$ -	90%	\$ 714,133	\$ -	\$ -	\$ -	\$ -	
10	2014	3%	\$ 94,021,222	\$ 644,928,839	\$ 416,637,950	\$ 684,016,199	\$ 454,633,494	100%	\$ 1,378,649	\$ -	\$ -	90%	\$ 872,296	\$ -	\$ -	\$ -	\$ -	
11	2015	3%	\$ 51,858,555	\$ 716,135,259	\$ 487,844,370	\$ 755,052,950	\$ 525,670,245	100%	\$ 1,829,041	\$ -	\$ -	90%	\$ 1,113,761	\$ -	\$ -	\$ -	\$ -	
12	2016	3%	\$ 97,660,910	\$ 835,280,227	\$ 606,989,338	\$ 874,647,918	\$ 645,265,213	100%	\$ 2,141,637	\$ -	\$ -	85%	\$ 1,239,530	\$ -	\$ -	\$ -	\$ -	
13	2017	3%	\$ 102,477,486	\$ 962,816,120	\$ 734,525,231	\$ 1,004,278,811	\$ 774,896,106	100%	\$ 2,664,683	\$ -	\$ -	85%	\$ 1,362,462	\$ -	\$ -	\$ -	\$ -	
14	2018	3%	\$ 105,870,572	\$ 1,097,571,176	\$ 869,280,287	\$ 1,140,498,867	\$ 911,116,162	100%	\$ 3,224,566	\$ -	\$ -	85%	\$ 1,566,377	\$ -	\$ -	\$ -	\$ -	
15	2019	0.0%	\$ 167,829,902	\$ 1,265,401,078	\$ 1,037,110,189	\$ 1,315,269,604	\$ 1,085,886,899	100%	\$ 3,816,140	\$ -	\$ -	85%	\$ 1,746,955	\$ -	\$ -	\$ -	\$ -	
16	2020	0.0%	\$ 79,519,655	\$ 1,344,920,733	\$ 1,116,629,844	\$ 1,351,015,424	\$ 1,121,632,719	100%	\$ 4,526,986	\$ -	\$ -	85%	\$ 2,079,325	\$ -	\$ -	\$ -	\$ -	
17	2021	3%	\$ 42,289,426	\$ 1,427,557,781	\$ 1,199,266,892	\$ 1,391,223,757	\$ 1,161,841,052	100%	\$ 4,874,089	\$ -	\$ -	80%	\$ 2,144,980	\$ -	\$ -	\$ -	\$ -	
18	2022	3%	\$ 190,985,714	\$ 1,661,370,228	\$ 1,433,079,339	\$ 1,759,640,527	\$ 1,530,257,822	100%	\$ 4,857,031	\$ -	\$ -	80%	\$ 2,166,471	\$ -	\$ -	\$ -	\$ -	
19	2023	3%	\$ 156,454,447	\$ 1,867,665,782	\$ 1,639,374,893	\$ 1,830,026,148	\$ 1,600,643,443	100%	\$ 5,803,971	\$ -	\$ -	80%	\$ 2,663,175	\$ -	\$ -	\$ -	\$ -	
20	2024	3%	\$ 10,651,271	\$ 1,934,347,026	\$ 1,706,056,137	\$ 1,895,578,203	\$ 1,666,195,498	100%	\$ 5,710,664	\$ 16,347,479	\$ 16,347,479	80%	\$ 2,785,670	\$ 12,785,670	\$ 12,785,670	\$ 9,155,443	\$ 19,977,706	
21	2025	3%	\$ -	\$ 1,992,377,437	\$ 1,764,086,548	\$ 1,952,445,549	\$ 1,723,062,844	80%	\$ 5,285,744	\$ 5,285,744	\$ 21,633,223	80%	\$ 2,525,752	\$ 2,525,752	\$ 15,311,423	\$ 2,639,350	\$ 25,149,853	
22	2026	3%	\$ -	\$ 2,052,148,760	\$ 1,823,857,871	\$ 2,011,018,916	\$ 1,781,636,211	75%	\$ 5,020,077	\$ 5,020,077	\$ 26,653,300	75%	\$ 2,380,465	\$ 2,380,465	\$ 17,691,887	\$ 2,639,400	\$ 29,910,994	
23	2027	3%	\$ -	\$ 2,113,713,223	\$ 1,885,422,334	\$ 2,071,349,483	\$ 1,841,966,778	70%	\$ 4,745,966	\$ 4,745,966	\$ 31,399,266	70%	\$ 2,233,269	\$ 2,233,269	\$ 19,925,156	\$ -	\$ 36,890,229	
24	2028	3%	\$ -	\$ 2,177,124,619	\$ 1,948,833,730	\$ 2,133,489,967	\$ 1,904,107,262	65%	\$ 4,463,381	\$ 4,463,381	\$ 35,862,648	65%	\$ 2,084,220	\$ 2,084,220	\$ 22,009,376	\$ -	\$ 43,437,831	
25	2029	0%	\$ -	\$ 2,177,124,619	\$ 1,948,833,730	\$ 2,197,494,667	\$ 1,968,111,962	60%	\$ 4,172,289	\$ 4,172,289	\$ 40,034,937	60%	\$ 1,933,373	\$ 1,933,373	\$ 23,942,749	\$ -	\$ 49,543,493	
Total			\$ 1,354,981,442						\$ 70,441,649	\$ 40,034,937			\$ 34,377,424	\$ 23,942,749		\$ 14,434,193		

Assumptions	
Base Taxable Value	\$ 228,290,889
2024 Town AV Rate ^[f]	0.387278
2023 County AV Rate ^[g]	0.189485

Footnotes
[a] Assumes 3% growth annually with two years of no growth each decade to simulate an economic downturn.
[b] Added Development Value based on Town's actual growth.
[c] Per information provided by the Town.
[d] Includes \$20,636,815 fund balance as of 2024, per information provided by the Town, allocated between the Town and the County.
[e] Does not include Community Arts Center.
[f] Assumes the Town tax rate will decrease by 2.03% every year from 2025-2029.
[g] Assumes the County tax rate will decrease by 2.79% every year from 2025-2029.

EXHIBIT F – PROPOSED USES OF THE ZONE

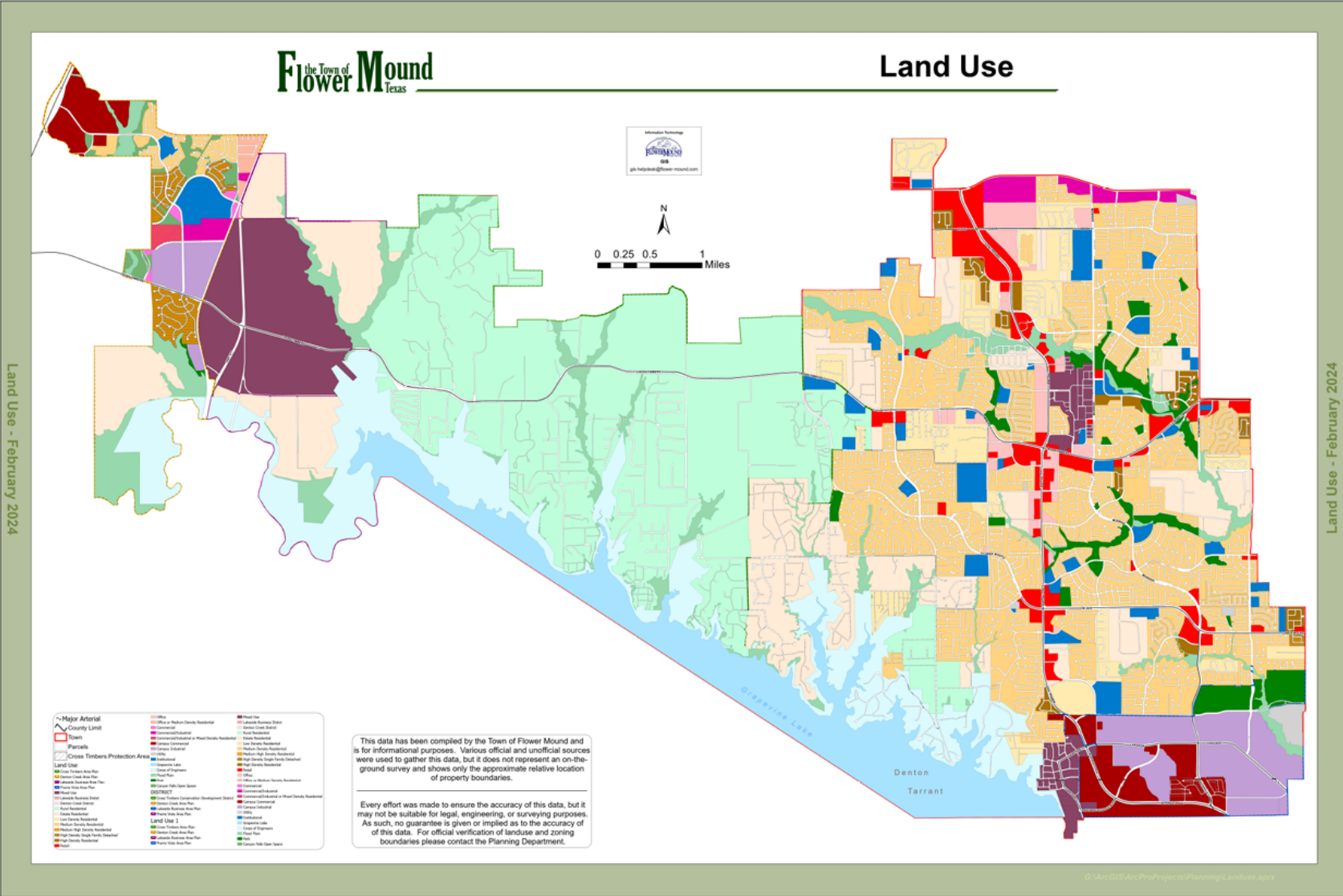


EXHIBIT G – MAP OF THE PUBLIC IMPROVEMENTS

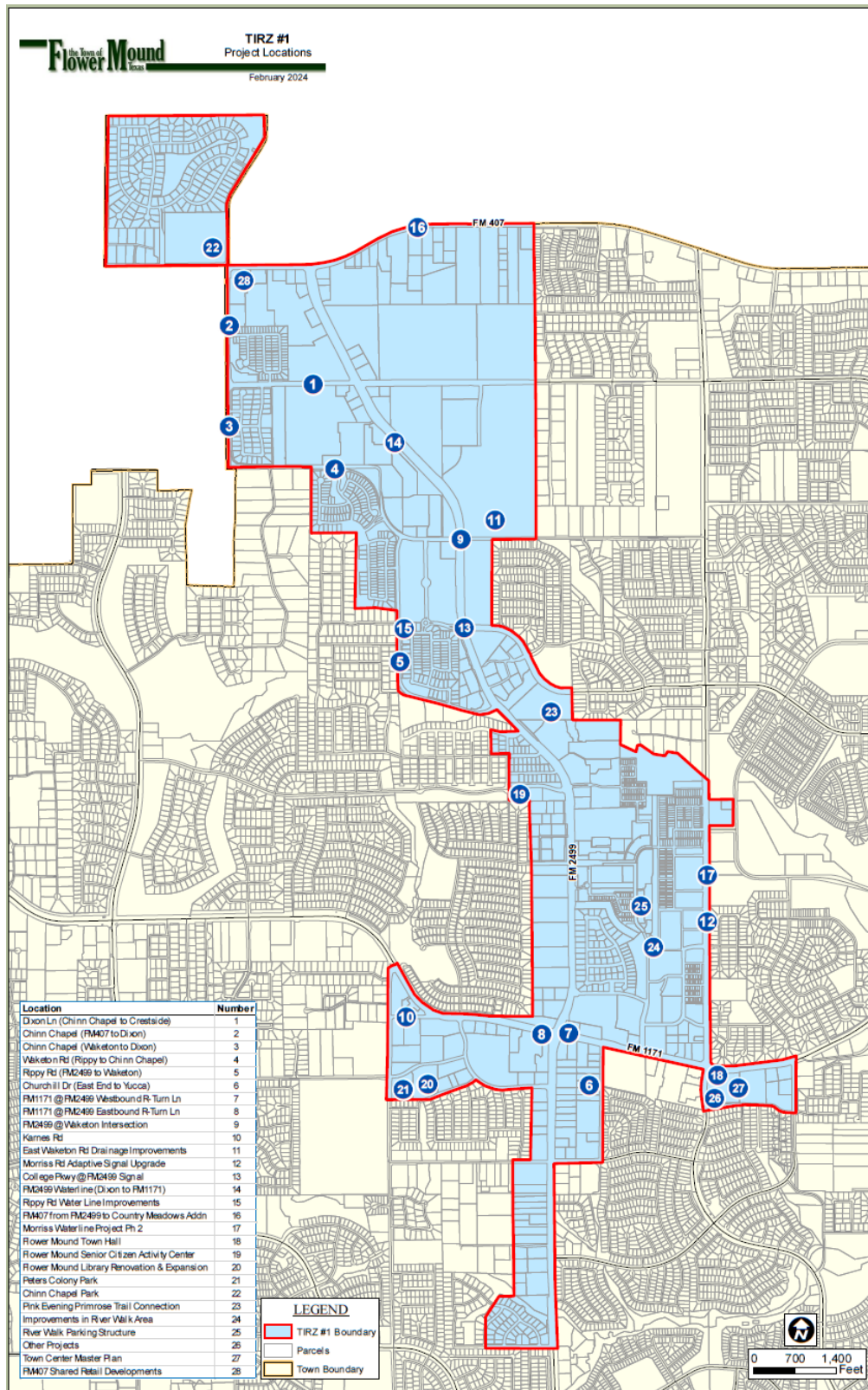


EXHIBIT H – PARCEL IDENTIFICATION

Property ID	Property ID	Property ID	Property ID	Property ID
18953	248866	05373	560711	130907
18957	248868	05369	130688	130912
210772	164978	05396	660513	130916
18978	248867	05399	130640	130932
18992	248869	05403	130694	130939
612925	248871	05407	130834	130588
18982	243061	05429	130698	130759
757325	248870	05423	187777	130980
19005	248874	05409	130639	130975
978908	248872	05412	130707	130969
18990	189137	05416	130828	130941
561915	243055	05420	130842	130963
73953	748957	130720	130634	1008217
18974	17375	130880	130817	130752
18985	182469	130750	130806	130593
200727	05547	130598	130810	130895
99047	06103	130986	130795	966338
200727	05485	676472	130632	130781
18971	05439	288382	130710	130550
561336	05436	05366	130714	130765
18964	05489	05357	498016	130558
244815	770998	05354	130630	130573
244816	06101	05349	130885	130562
244812	713650	05347	205965	130565
244817	05490	05344	130877	130771
244814	05393	05337	130873	130768
269686	05391	05339	130871	288379
18967	06098	05333	130734	288380
621841	05499	748961	130613	288381
244813	05492	117208	130846	966339
754891	05502	117209	130741	180599
241382	05495	05342	130855	130684
269691	05505	07254	130857	130642
966111	770999	496334	130869	187776
556877	05559	130680	130865	130763
700004	05387	130676	130604	130584
189486	05383	130673	130746	185168
199388	05380	130653	675223	747107
248864	05376	130648	130754	273096

Property ID	Property ID	Property ID	Property ID	Property ID
273097	04726	310057	303236	534962
273095	04722	310055	303211	534963
130835	99043	310054	585223	526684
156105	271992	701931	136333	613379
698539	271991	677506	563268	ROW
273094	17809	310058	208066	619922
201522	17805	310056	112327	619924
180345	231221	310059	308273	619921
180346	04717	136308	17693	619923
657697	04702	19419	661719	330530
273092	658813	301603	716919	330535
273091	17841	301602	308405	698397
196229	17792	301609	18980	698544
178351	291025	305981	21839	730057
187872	291023	202316	698525	330532
149103	269687	305999	648075	330534
657698	273892	305998	248873	338780
04740	301605	661718	523665	338780
04778	301606	310059	523343	559735
184824	301604	18357	611125	624078
04742	301607	647857	611126	496677
765498	301608	136317	523342	496680
185169	301610	17720	523482	496681
173490	733699	315313	523481	496679
184825	769914	18359	523480	667412
19637	19017	18361	523483	715613
193012	561917	18362	525339	496684
201524	279855	18364	523652	471420
765499	279853	18366	523656	471421
261754	279854	305982	523657	471418
04780	234830	269690	523658	471419
184826	234828	301933	523659	716910
179529	163555	557415	523655	471389
179530	234829	557416	523654	471388
261752	153570	262309	523653	471390
04735	284001	661714	523660	471394
149099	698398	303221	523661	471392
698750	303218	303237	523651	471391
171666	303219	303220	04765	471417
04731	303216	303235	04786	471416
17814	303212	303214	18376	471415

Property ID	Property ID	Property ID	Property ID	Property ID
471414	495664	211192	556878	566803
471413	495638	211192	556883	566802
471412	495671	211192	556882	566801
471395	495672	211192	556881	566800
471393	495647	211192	556880	566799
471387	495646	568222	556879	566798
471382	495651	211192	537589	566797
471372	495650	556841	556839	566796
471373	495645	556894	556836	566795
471374	495644	556887	556837	566794
471375	495643	556891	556838	566793
471376	495642	556890	556854	566792
471377	495641	556892	556846	566791
471378	495640	556889	556847	566790
471379	495639	556893	556845	566789
471380	495652	556888	556848	566788
471381	495654	556895	556844	566787
471384	495656	556886	556849	566786
471383	495655	556884	556843	566785
471385	495657	500868	556850	566784
471386	495658	556865	556842	566783
471370	495659	556856	556851	566806
471369	495660	556857	556840	566782
471371	495661	556858	556853	566781
471396	495662	556859	ROW	566780
471398	495663	556860	667413	566779
471403	495679	556861	310059	566778
471402	495667	556862	298749	566777
471401	211192	556863	561337	566776
471400	495649	556864	648032	566833
471399	495665	556866	566832	566834
471397	495668	556867	566867	566835
681982	495653	556868	728529	566836
471405	495648	556869	566845	566837
471406	498971	556870	566847	566848
471407	633845	556871	566805	566838
471408	301932	556872	566810	566839
471409	498969	556873	566809	566840
471410	498970	556874	566808	566841
471411	498972	556875	566807	566842
471422	211192	556876	566804	566844

Property ID	Property ID	Property ID	Property ID	Property ID
566830	566831	633801	652990	652954
566829	566872	633800	652989	652959
566828	566843	633799	652987	652958
566827	566811	633798	652984	652957
566826	568221	633796	653037	652956
566825	624079	633806	653036	652955
566824	563269	633807	653027	652986
566823	633797	633808	653035	652953
566822	633822	633809	653034	652952
566821	633839	633810	653033	652998
566820	633789	633837	653032	652999
566861	633811	633841	653031	653000
566853	633842	633838	653030	653001
566871	633836	633840	653029	653002
566849	633829	633824	653028	653003
566870	633835	633819	653015	653004
566850	633834	633820	653016	653005
566869	633833	633821	653021	653006
566851	633832	633823	653026	652985
566868	633831	633825	653020	744724
566852	633830	633827	653019	652970
566866	633828	633816	653018	652972
566854	633847	633814	653017	652971
566860	633848	633812	653025	652969
566865	633849	633813	653024	652968
566864	633850	633815	653023	652967
566863	633844	471322	653022	652966
566862	633846	633851	653011	652965
566855	633843	652946	653012	652964
566856	633795	653009	653013	652963
566857	633794	653010	653014	744725
566859	633793	649981	652982	744723
566858	633792	653007	652973	652951
566812	633791	652988	652974	652947
566813	633790	652997	652975	652948
566819	633818	652996	652976	652949
566818	633817	652995	652977	652950
566817	633805	652994	652978	652983
566816	633804	652993	652979	652930
566815	633803	652992	652980	652931
566814	633802	652991	652981	652932

Property ID	Property ID	Property ID	Property ID	Property ID
652933	675276	675236	677481	677487
652934	675277	675224	677435	677489
652935	675278	675227	677440	677490
652936	675270	675228	677439	677491
652937	675264	675229	677438	677485
652938	675274	675230	677437	677497
652939	675271	675231	677436	677494
652940	675269	675235	677441	677496
652941	675268	675232	677442	677499
652942	675267	675233	677419	677500
652943	675273	675225	677417	677498
652944	675266	675215	677418	677495
652945	675265	675216	677501	677493
268202	675256	675217	677508	677473
268200	675257	675218	677431	677471
648033	675258	675226	677422	677468
693500	675259	675219	677429	677469
667656	675272	675220	677424	677472
667598	675260	675221	677426	677470
648074	675261	675222	677423	677474
648076	675262	677511	677425	677467
675263	675237	677513	677427	677466
715621	675252	677510	677428	677477
657699	675255	677512	677421	677465
658812	675253	677509	677420	677464
667618	675245	677403	677430	677463
667619	675246	677448	677404	677462
667415	675247	677434	677409	677461
667417	675248	677433	677414	677460
613379	675254	677505	677411	677476
667416	675249	677432	677413	677475
667421	675250	677450	677407	677452
496678	675251	677449	677405	677454
675285	675243	677504	677408	677451
675275	675242	677502	677406	677453
675279	675241	677482	677410	677456
675284	675240	677484	677412	677446
675282	675244	677483	677416	677507
675283	675239	677478	677492	677444
675280	675238	677479	677488	677445
675281	675234	677480	677486	677447

Property ID	Property ID	Property ID	Property ID	Property ID
677455	693496	667622	667642	716947
677503	693491	667611	667667	716938
677458	693490	667623	667643	716935
677457	693489	667610	667666	716936
677459	693488	667624	667644	716926
677514	693487	667609	667665	716928
679991	693486	667625	667645	716929
748963	693485	667608	667674	716927
693511	693510	667626	667655	716957
693502	693503	667607	667664	716955
693477	693504	667636	667646	716956
693470	693507	667616	667663	716954
693474	693508	667627	667647	716952
693476	693506	667606	667662	716943
693468	693505	667628	667648	716942
693475	693509	667605	667661	716941
693473	693478	667629	667649	716940
693467	693479	667604	667660	716939
693469	693482	667630	667650	716937
693472	693483	667603	667659	716931
693471	693484	667631	667651	716920
693466	693481	667602	667658	716934
693524	693480	667632	667652	716933
693523	693499	667601	667657	716932
693513	523658	667633	667653	716921
693516	744740	667600	705222	716922
693512	705225	667634	757922	716930
693515	655447	667599	667423	716925
693514	655450	667654	744741	716915
693517	711952	667675	744742	716914
693519	649996	667673	748964	716916
693521	653038	667637	748966	716918
693520	744738	667672	701932	716917
693522	667635	667638	716945	716912
693518	667617	667671	716953	716911
693501	667615	667639	716897	716913
693498	667614	667670	716951	716923
693495	667620	667640	716949	716924
693492	667613	667669	716950	716909
693493	667621	667641	716946	716908
693494	667612	667668	716948	716907

Property ID	Property ID	Property ID	Property ID	Property ID
716906	715583	715557	733743	733693
716905	715589	715582	733744	733689
716904	715585	715549	733745	1007483
716903	715584	715550	733746	733678
716902	715591	715553	733719	733674
716901	715586	715574	733720	733679
716900	715590	715571	733721	733676
716899	715592	715563	733722	733683
716898	715587	715561	733723	733682
715622	715542	715568	733724	733680
715616	715545	715567	733700	733681
715620	715535	715566	733710	733675
715570	715540	715569	733702	733659
715558	715541	715562	733703	733672
715618	715533	715560	733704	733671
715619	715544	715565	733705	733663
715614	715536	715564	733706	733662
715615	715543	733748	733707	733661
715617	715534	733751	733708	733669
715531	715532	733709	733701	733670
715599	715539	733698	733717	733668
715600	715538	733749	733711	733660
715593	715537	733727	733712	733667
715594	715546	733728	733714	733666
715595	715547	733729	733713	733664
715596	715554	733732	733716	733665
715597	715581	733731	733715	733658
715598	715556	733730	733718	705218
715612	715580	733734	733673	705216
715604	715573	733733	733694	705220
715609	715579	733725	733696	705219
715611	715575	733750	733695	705217
715608	715578	733726	733697	705223
715601	715577	733735	733688	769890
715603	715548	733736	733684	769918
715610	715559	733737	733685	769903
715606	715572	733738	733686	769904
715602	715576	733739	733687	769905
715607	715551	733740	733692	769889
715605	715552	733741	733691	769906
715588	715555	733742	733690	769916

Property ID	Property ID	Property ID	Property ID	Property ID
769895	769868	769912	769885	757920
769896	769863	769911	769886	757923
769897	769866	769910	769887	750727
769894	769865	769875	769882	750725
769892	769864	769879	769881	750726
769891	769862	769877	769856	748959
769893	769861	769878	769860	748958
769907	769867	769876	769859	966109
769909	769851	769874	769855	966108
769908	769849	769871	769854	966110
769900	769850	769873	769857	19637
769902	769848	769872	769858	994884
769901	769847	769870	769853	
769899	769846	769880	748965	
769898	769852	769884	748967	
769913	769915	769888	748962	
769845	769869	769883	757921	



TOWN COUNCIL AGENDA K.1. BOARDS/COMMISSIONS

DATE: October 7, 2024
FROM: Theresa Scott, Town Secretary
ITEM: **Town Council to consider approval of a resolution to nominate individuals to be voted on by taxing jurisdictions for the Board of Directors for the Denton Central (DCAD) Appraisal District.**

BACKGROUND: The [Denton Central Appraisal District Board](#) (Board) has nine members, three of whom are publicly elected and five appointed by the taxing jurisdictions.

The process for electing the Board starts with the taxing jurisdictions nominating individuals, as defined in Section 6.03 of the Property Tax Code. Each jurisdiction may nominate up to five people to be considered for the Board by October 14, 2024. The nominee must have resided in Denton County for at least two years before January 1, 2025.

The board's role is to hire the chief appraiser and set the budget. It has no authority to set values or appraisal methods. The Board generally meets quarterly at 3:00 p.m. on Thursdays. All meetings are held at the district office at 3901 or 3911 Morse St, Denton.

In mid-December 2024, taxing jurisdictions will vote on the nominees from the candidates put forward by the contributing jurisdictions. The number of votes the taxing jurisdictions can cast is based on the 2023 tax levy, which equates to 104 for Flower Mound (see attached).

DCAD current board members are:

- Roy Atwood, Chair, Place 7 (Carrollton) *
- Charles Stafford, Place 8, Vice Chair (Denton)
- Ann Pomykal, Place 4, Secretary (Corinth)
- Angie Cox, Place 1, Flower Mound **
- Lisa McEntire, Place 2, (Krum) **
- Rick Guzman, Place 3, (Frisco) **
- David Terre, Place 5 (The Colony) *
- Alex Buck, Place 6 (Highland Village)
- Michelle French, Place 9 (ex-officio)

**does not intend to run this year*

*** not included in the re-election - they were elected by the citizens of Denton County and will continue on the board for 2 years*

This same process exists for Tarrant County. However, given the small tax levy the Town has in Tarrant County, the allocation of votes would be minimal.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: Take no action. Vote on the slate of candidates presented by other county jurisdictions in December.

FISCAL IMPACT: N/A

LEGAL REVIEW: No changes to the legal content of the Resolution as previously prepared by Taylor, Olson, Adkins, Sralla, & Elam.

ATTACHMENTS:

1. 2024 Distribution of Votes Notification
2. Draft Resolution_DCAD

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

October 1, 2024

TO: Taxing Entities of Denton County

FROM: Don Spencer - Chief Appraiser

Subject: Allocation of Votes for Appointment of Board of Directors and Nomination Reminder

Good afternoon ladies and gentlemen:

As a friendly reminder, nominations for the five appointed board positions for the Denton CAD board of directors is to be done before October 15th according to the tax code. **This must be done by submitting a nominating resolution to us no later than the end of the business day on the 14th.** Each entity that is entitled to vote may nominate up to one candidate for each position to be filled on the Board of Directors. All five of the board positions are included in this appointment, therefore each taxing entity can nominate a maximum of five candidates. Ref. Tax Code 6.03 (g) The Resolution must include the name and address of each candidate nominated. To be eligible to serve on the board, an individual must be a resident of the district (Denton County) and must have resided in the district for at least two years immediately preceding the date they take office. **Remember that this is the nominations part of the process and the written resolution associated with this phase of the appointment should only include nominations of candidates.** I can provide a sample resolution if you need one.

I have included the allocation of votes accordingly for the upcoming election to begin after nominations are received and the ballot is prepared. The allocations were calculated in accordance with the tax code. Ref. Tax Code 6.03 (d&e)

If you have any questions at all about this process or anything else please let me know. Thank you all again so much for your attention to this matter and for your support.

Best regards,

A handwritten signature in cursive script, appearing to read 'Don Spencer'.

Don Spencer
Chief Appraiser

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

TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO. ____24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, PROVIDING THE TOWN OF FLOWER MOUND'S NOMINATION(S) FOR THE ELECTION OF THE BOARD OF DIRECTORS FOR THE DENTON CENTRAL APPRAISAL DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 6.03 of the Tax Code provides for the selection of members for the Denton Central Appraisal District's (DCAD) Board of Directors based on the standard process of nominations and selection by the voting units in a taxing jurisdiction;

WHEREAS, each taxing jurisdiction is allotted five nominations and the taxing jurisdictions will vote on the slate of candidates in December of 2024.

WHEREAS, it is the desire of the Town Council of the Town of Flower Mound, Texas, to nominate the following individuals as a candidate to be considered by the taxing jurisdictions for the Board of Directors of the Denton Central Appraisal District (DCAD):

	Name	Address
1	Sandeep Sharma	2504 Stillwater, Flower Mound, TX 75022

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 of Flower Mound and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

SECTION 2

This Resolution shall take effect immediately from and after its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS BY A VOTE OF 5 TO 0 ON THE 7TH DAY OF OCTOBER, 2024.

APPROVED:

ATTEST:

Cheryl Moore, MAYOR

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA K.2. BOARDS/COMMISSIONS

DATE: October 7, 2024
FROM: Theresa Scott, Town Secretary
ITEM: Discuss and consider the Outstanding Citizen Award selection process.

BACKGROUND: The [Outstanding Citizen Award](#) was created in 2014. Currently, there are seven(7) nominations for committee consideration. As applicable, recipients will be recognized at the December 16 Council meeting.

The purpose of this item is to confirm that Council is acceptable to the current selection committee structure, which includes nine Flower Mound residents, six individuals selected by the Town Council, with the Mayor's selection serving as Chair, and three leaders from Flower Mound non-profit organizations (Chamber, KFMB, Lions Club, Rotary - Noon & Cross Timbers, Summit Club, and Women of FM) serving on a rotational basis. The committee will review all applications and make the final selection in November/December.

If this approach is acceptable, the Town Secretary will ask each council member to provide a committee member's name during the October 21 Council meeting. The Town Secretary will contact representatives from the three non-profit organizations.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: Choose a different method.

FISCAL IMPACT: \$N/A

Proposed Expenditure/(Revenue)
\$

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

LEGAL REVIEW: N/A

ATTACHMENTS:

None

DRAFT MOTION: Discuss and provide staff with direction.