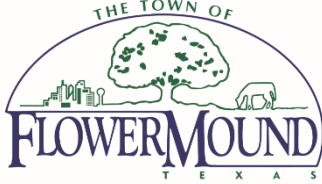


Town Council Regular Meeting



May 5, 2025
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. PRESENTATION(S)

1. Hometown Hero Presentation - Ross Alan Bone
2. Apraxia Awareness Proclamation
3. Proclamation for Economic Development Week
4. Garden Ridge Elementary students to present project ideas for their school

E. PUBLIC COMMENT

The purpose of this item is to allow the public an opportunity to address the Town Council regarding any item on this agenda that is not a "Public Hearing." Issues regarding daily operational or administrative matters should first be dealt with by calling Town Hall at 972.874.6000 during business hours.

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

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

- Speakers are limited to 3 minutes, a tone will sound at 30 seconds left and when time has expired, and times may be adjusted by the mayor
- Speakers must address their comments to the Town Council
- Please state your name and address when speaking

F. ANNOUNCEMENTS

1. Announcements from the mayor and council members

G. TOWN MANAGER'S REPORT

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

H. FUTURE AGENDA ITEM(S)

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

I. COORDINATION OF CALENDARS

1. May 14 (Wednesday) - Special Meeting and Election Canvass
2. May 15 - Work Session

J. CONSENT ITEM(S)

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

1. Minutes - 4/21 - Consider approval of the minutes from a regular meeting held on April 21, 2025.
2. Red Oak Lane Water & Sanitary Sewer Line Replacement - Consider approval of Sanitary Sewer CCTV and Cleaning Services related to the Red Oak Lane Sewer Line Replacement project, to Insituform Technologies, LLC., utilizing The Local Government Purchasing Cooperative Contract #730-24, administered through BuyBoard, in the amount of \$161,980.60.
3. Northshore Park Playground Replacement - Consider approval of the purchase and installation of the 2024-2025 Playground Replacements project, for Northshore Park Playground, from We Build Fun, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of \$276,619.00.
4. SRO Agreement - Consider approval of an interlocal agreement between the Town of Flower Mound and Lewisville Independent School District (LISD) for School Resource Officers (SRO) for the 2025/2026 school year.

K. REGULAR ITEM(S)

1. Micromobility Devices and Bicycles Ordinance - Consider approval of the Micromobility Devices and Bicycles Ordinance, amending Chapter 58 by adding Article IV Micromobility Devices and Bicycles, and authorization for the Mayor to execute on behalf of the Town.
2. MISC25-0001 - Grocery Store at Furst Ranch NE Corner - Consider a concept plan (MISC25-0001 – Grocery Store at Furst Ranch NE Corner) with a request for a deviation to computing parking and loading requirements pursuant to Section 82-73 of the Code of Ordinances. The property is generally located north of Cross Timbers Road and east of U.S. Highway 377. (PZ recommended approval by a vote of 5 to 0 at its April 28, 2025, meeting.)
3. MPA25-0002 - Monarch & Dixon Thoroughfare Amendment - Public Hearing to consider an ordinance amending the Master Plan (MPA25-0002 - Monarch &

Dixon Thoroughfare Amendment) to amend Section 7.0 - Thoroughfare Plan, of the Master Plan. Locations are generally located within the Monarch Development area and between Dixon Lane and Justin Road (FM 407). (Planning and Zoning recommended approval by a vote of 5 to 0 at the April, 28, 2025, meeting) (Transportation Commission recommended approval by a vote of 6 to 0 at the April 8, 2025, meeting)

L. BOARDS/COMMISSIONS

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

M. CLOSED MEETING

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

1. Consultation with Town Attorney.
 - a. Update regarding proposed Texas legislation
2. Discuss and consider purchase, exchange, lease or value of real property for parks, cultural arts, public safety, public rights-of-way, and/or other municipal purposes, including real property located north of FM 1171 and west of US 377, and all matters incident and related thereto.
3. Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: Board of Adjustment/Oil & Gas Board of Appeals, and Planning and Zoning Commission.
4. Discuss and consider economic development incentives, including retail centers, grocers, corporate relocation/expansion/retention, hospitality projects, health care facilities, construction of public improvements, requests for incentive-related proposals to develop real property, and Tax Increment Reinvestment Zone (TIRZ) #1, TIRZ #2, River Walk PID No. 1, Proposed PID, MMDs, and MUDs.
5. Update on the application process for the Town Secretary position.

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

N. RECONVENE

O. ADJOURN

I do hereby certify that the Notice of Meeting was posted on the bulletin board at the Town Hall for the Town of Flower Mound, Texas, in a place convenient and readily accessible to the general public at all times and said Notice was also posted on the Town's website in accordance with GC Section 551.056 on the following date and time: May 2, 2025, at 2:50 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](#).

Town Council Regular Meeting and Work Session



April 21, 2025
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 and work session to order at 6:00 p.m. with the following members present:

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

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

Theresa Scott, Town Secretary
James W. Childers, Town Manager
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
David Coulon, Chief of Police
JP Walton, Chief Strategic Officer
Jake Spekhals, Environmental Review Analyst

B. INVOCATION

Mayor Moore called for a moment of silence for Denton County Commissioner Bobbie Mitchell, who is recovering from a recent injury, and for the loss of her spouse at this same time, and then 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. Hometown Hero Presentation - Brett Morris
Mayor Pro Tem Martin recited the proclamation, and she and Mayor Moore presented it to Brett's parents, Laurie and Eric Morris
2. Proclamation for Motorcycle Safety Awareness Month
Mayor Pro Tem Martin recited the proclamation, and she and Mayor Moore presented it to Elmer McKeegan.
3. 2025 Watermark Award - Upper Trinity Regional Water District
Blake Alldredge, Upper Trinity Regional Water District, gave a presentation identifying or noting:
 - UTRWD service area
 - operations update
 - water usage (conservation is important)
 - 2025 water conservation campaign
 - water my yard stations
 - irrigation system knowledge change
 - cycle and soak video award

E. PUBLIC COMMENT

The purpose of this item is to allow the public an opportunity to address the Town Council regarding any item on this agenda that is not a "Public Hearing." Issues regarding daily operational or administrative matters should first be dealt with by calling Town Hall at 972.874.6000 during business hours.

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

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

- Speakers are limited to 3 minutes, a tone will sound at 30 seconds left and when time has expired, and times may be adjusted by the mayor
- Speakers must address their comments to the Town Council
- Please state your name and address when speaking

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.	Kishor Gummaraju, 1612 Yeager Ln	Lakeside Development
2.	Steven Wood, 3032 Monet Ct	Knight's Landing drainage impact
3.	Kevin Darbelnet, 1409 Hilliard Dr	Lakeside East development (support)
4.	Alex Stein, 7509 Inwood Rd, Dallas	Flower Mound
5.	Craig Goodhart, 2200 Malick Dr	Lakeside East

** Indicates person did not wish to speak*

F. ANNOUNCEMENTS

1. Announcements from the mayor and council members

There were announcements from Mayor Moore or Councilmembers regarding:

- Town's Art Festival
- Friends of the Flower Mound Library book sale
- Belated Happy Easter, and thanks to Parks for their work in the Easter egg hunt

G. TOWN MANAGER'S REPORT

1. Capital Improvement Projects

2. Economic Development Projects

3. Organizational Updates

Mr. Childers provided information about the two bond propositions on the ballot for the May 3 election.

- a. Employee Service Recognition

Mr. Childers and Mayor Moore recognized Town employee James Wickham for his 20 years of service to the Town.

H. FUTURE AGENDA ITEM(S)

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

There were no future agenda item request.

I. COORDINATION OF CALENDARS

Mayor Moore confirmed that all members of Council plan to attend the following meetings.

1. May 5 - Regular Meeting
2. May 14 (Wednesday) - Special Meeting and Election Canvass
3. May 15 - Work Session (Boards, Commissions, & Committees Reporting)

J. CONSENT ITEM(S)

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

ACTION: Adam Schiestel moved to approve consent items 1 - 8 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 - Consider approval of the minutes from a regular meeting held on April 7, 2025.
2. UTRWD Rep Appointment - Consider approval of a resolution appointing Bob Pegg as the Town's representative on the Upper Trinity Regional Water District (UTRWD) Board of Directors for a term beginning May 1, 2025 and ending May 1, 2029; and authorization for the Mayor to sign on behalf of the Town.

RESOLUTION 09_25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, REAPPOINTING ROBERT PEGG AS THE TOWN REPRESENTATIVE ON THE UPPER TRINITY REGIONAL WATER DISTRICT (UTRWD) BOARD OF DIRECTORS FOR A FOUR-YEAR TERM ENDING MAY 1, 2029; AND PROVIDING AN EFFECTIVE DATE.

3. Passenger Bus- Senior Center - Consider approval of the purchase of a New England Wheels Frontrunner 14 Passenger Bus as per Town specifications and options in the amount of \$193,344.00 utilizing the State of Oklahoma Contract SW0797C.
4. Historical Item Loan - Pre-Approved List - Consider approval of several historical items for the town's historical items pre-approval list for loans; authorizing the Town of Flower Mound to enter into a loan agreement.
5. Historical Items Donation - Consider approval of the donation of several historical items; authorizing the Town of Flower Mound to accept items into their collection.
6. TIRZ #1 Administration - Consider approval of the TIRZ #1 Administration agreement with P3 Works, LLC for the administration of Tax Increment Reinvestment Zone #1; and authorization for the Mayor to execute on behalf of the Town.

7. Water System Leak Detection/Condition Assessment - Consider approval of Water System Leak Detection and Condition Assessment services from Pure Technologies US, Inc., through the City of Denton contract (#8181) for an estimated annual amount of \$212,000.
8. Salt Brine Winter Weather Pretreatment System - Consider approval of the purchase of a Salt Brine mixer, storage containers, and sprayers from C&H Outdoor, LLC., in the amount of \$171,268.00, utilizing the Sourcewell Cooperative Contract # 031423-EDP.

K. REGULAR ITEM(S)

1. Micromobility Ordinance - Consider approval of the Micromobility Ordinance, amending Chapter 58 by adding Article IV Micromobility Devices, and authorization for the Mayor to execute on behalf of the Town.

Mr. Walton gave a presentation identifying or noting:

- background information
- Micromobility Ordinance definitions
- what the ordinance does
- bicycle operations
- pedestrian safety measures
- required equipment
- penalties
- summary

and he, Chief Coulon, or Mr. Meredith responded to questions from council regarding:

- handheld device restrictions
- clarification regarding what is considered nighttime
- transportation code
- concerns regarding regulations applicable to adults as well as children (original intent)
- resource for content presented
- what type of interaction would the police have with violators
- interested in having language in the ordinance for a behavior that can be easily observed, such as not wearing a helmet
- possibility of removing some ambiguity, such as setting speed limits on devices that don't have that feature
- educational courses (frequency)
- possibility of warnings instead of penalties

There was Council discussion regarding what language to keep or discard from

the proposed ordinance.

ACTION: Ann Martin moved to postpone item K.1. to the next meeting. Chris Drew seconded the motion.
AYES: Ann Martin, Adam Schiestel, Chris Drew, Brian Taylor, Janvier Werner
NAYS: None
ABSTAIN: None
RESULT: 5 : 0

2. SUP25-0002 – Alloy Personal Training - Public Hearing to consider an ordinance granting a Specific Use Permit No. 497 (SUP25-0002 – Alloy Personal Training) for a health club or athletic club use. The property is generally located south of Cross Timbers Road and west of Churchill Drive. (PZ recommended approval at its April 14, 2025, meeting by a vote of 6 to 0.)

Ms. Murphy gave a presentation identifying or noting:

- general and detailed location
- land use and zoning
- site plan
- site photos
- landscape plan
- elevations
- proposed SUP condition

and she responded to questions or comments from Mayor/Council regarding:

- why a fitness center would require a SUP
- if the neighboring business has concerns

Applicant presentation

Joel Collinsworth, Alloy Personal Training

- hours of operation
- who we are, what we do, what we don't do

and he responded to questions from Council regarding:

- hours (flexibility)

Mayor Moore opened the public hearing at 7:31 p.m. No one spoke. Mayor Moore closed the public hearing at 7:31 p.m.

ORDINANCE NO. 14_25

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, "LAND DEVELOPMENT REGULATIONS," OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS, BY APPROVING SPECIFIC USE PERMIT NO. 497 (SUP-497) FOR A HEALTH CLUB OR ATHLETIC CLUB USE ON CERTAIN PROPERTY DESCRIBED AS APPROXIMATELY 4.19 ACRES OF LAND AND BEING A PORTION OF LOT 2R1, BLOCK A OF THE TOWN CENTER WEST ADDITION AND ZONED O OFFICE DISTRICT; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

3. TRP25-0002 - Trinity Park - Public Hearing to consider an application for a tree removal permit (TRP25-0002) for three (3) specimen trees on the property known as Trinity Park for the proposed development. The property is generally located south of Lakeside Parkway, east of Gerault Road, and north of Enterprise Road. (The Environmental Conservation Commission recommended approval of the three (3) trees by a vote of 4 to 1 at its March 4, 2025, meeting.) Mr. Speckhals gave a presentation identifying or noting:

- project information
- general and detailed location
- tree survey
- specimen trees requested for removal

and he, Mr. Dalton, or Mr. Meredith responded to questions or comments from Council regarding:

- total number of trees slated for removal

Applicant Presentation
Cameron Ehn, Clay Moore Engineering, Bedford, TX
Dan Anderson, Owners representative

Mr. Ehn provided background information regarding the request, including the landscape plan, and he, or Mr. Anderson, responded to questions or comments from Council regarding:

- the sediment pond
- water flow management (drainage) given the number of trees anticipated for removal
- subdistrict zone intent
- required entrances
- original site plan
- preservation standards/environmental protections
- possibility of removing the driveway connection

Mayor Moore opened the public hearing at 7:56 p.m. No one spoke. Mayor Moore closed the public hearing at 7:56 p.m.

ACTION: Adam Schiestel moved to postpone item K.3. to a date uncertain. Janvier Werner seconded the motion.
AYES: Ann Martin, Adam Schiestel, Chris Drew, Brian Taylor, Janvier Werner
NAYS: None
ABSTAIN: None
RESULT: 5 : 0

4. TRP25-0003 - 5000 Lighthouse Drive - Public Hearing to consider an application for a tree removal permit (TRP25-0003) for two (2) specimen trees on the property known as 5000 Lighthouse Drive for the proposed single-family residential development. The property is generally located east of Lighthouse Drive, and north of Cross Timbers Road. (The Environmental Conservation Commission recommended approval of tree #8975 and denial of tree #8982 by a vote of 6 to 0 at its April 1, 2025, meeting.)

Mr. Speckhals gave a presentation identifying or noting:

- project information
- general and detailed location
- specimen trees requested for removal
- tree survey

Applicant Presentation

Brian Earley, builder

Mr. Earley provided background information on the project, and he responded to questions from Council regarding:

- 39 parking spots prevent the ability to save trees

Mayor Moore opened the public hearing at 8:23 p.m. No one spoke. Mayor Moore closed the public hearing at 8:23 p.m.

ACTION: Adam Schiestel moved to deny item K.4 for the removal of both trees. Chris Drew seconded the motion.

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

NAYS: Brian Taylor

ABSTAIN: None

RESULT: 4 : 1

L. BOARDS/COMMISSIONS

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

No action taken.

M. WORK SESSION ITEM(S)

1. Water and Wastewater Rate Analysis - Discussion and presentation of a Water and Wastewater Rate Analysis.

Mr. Zagurski provided background information, and Chris Ekrut, NewGen Strategies & Solutions, gave a presentation identifying or noting:

- background
- historical bills
- CPI comparison
- historical rate impact
- monthly bill compared to expenses - historical
- components as percent of all expenses
- wholesale - water, wastewater
- financial metrics - debt service coverage, fund balance reserve, affordability
- frequency distribution - summer
- water and wastewater residential bill impact (various users)
- stormwater study update/schedule

and he, or Mr. Childers responded to questions or comments from council regarding:

- performance based on median household income
- lot size data for other cities (that keeps their rates low)
- situation where wastewater is higher than water
- promoting best practices
- interest in exploring the use of smart meters

- would like suggestions on how the town can be more efficient

2. FY 25-26 Budget Priorities - Discuss the budget priorities for FY 25-26.

Mr. Zagurski provided background information regarding FY 25-26 budget priorities and pointed out the impact of tariffs. He also outlined the process staff are using in preparing the budget. He responded to questions from Council regarding:

- sales tax as it relates to online shopping
- taxable value

and Mr. Childers outlined the work of the staff to achieve the Council's objectives.

N. CLOSED MEETING

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

Mayor Moore announced that the Town Council is convening into a closed meeting at 9:22 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.
 - a. Development Agreement for RMI River Walk Investors, L.P.
2. Discuss and consider purchase, exchange, lease or value of real property for parks, cultural arts, public safety, public rights-of-way, and/or other municipal purposes, including real property located north of FM 1171 and west of US 377, and all matters incident and related thereto.
3. Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: Board of Adjustment/Oil & Gas Board of Appeals, and Planning and Zoning Commission.
4. Discuss and consider economic development incentives, including retail centers, grocers, corporate relocation/expansion/retention, hospitality projects, health care facilities, construction of public improvements, requests for incentive-related proposals to develop real property, and Tax Increment Reinvestment Zone (TIRZ) #1, TIRZ #2, River Walk PID No. 1, Proposed PID, MMDs, and MUDs.
5. Update on the application process for the Town Secretary position.

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.

O. RECONVENE

The Town Council reconvened into an open meeting at 10:39 p.m., and no action was taken on the above items.

P. ADJOURN

Mayor Moore adjourned the meeting at 10:39 p.m. and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

CHERYL MOORE, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY



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

DATE: May 5, 2025
FROM: Blake Hummel, Senior Project Engineer
ITEM: **Consider approval of Sanitary Sewer CCTV and Cleaning Services related to the Red Oak Lane Sewer Line Replacement project, to Insituform Technologies, LLC., utilizing The Local Government Purchasing Cooperative Contract #730-24, administered through BuyBoard, in the amount of \$161,980.60.**

BACKGROUND: This first phase of the Red Oak Lane Sewer Line Replacement project consists of CCTV and Cleaning Services of approximately 2,613 linear feet of 6-inch, 6,688 linear feet of 8-inch and 823 linear feet of 15-inch sanitary sewer main, that extends through the Flower Mound Farms subdivision along Red Oak Lane south of FM3040. The project second phase, to be brought forward for approval after the CCTV and Cleaning Services, is planned to include the upsize of 6-inch sanitary sewer lines, rehabilitation of 8-inch and 15-inch sized sanitary sewer mains via pipe bursting and CIPP construction methods and rehabilitation of existing manholes via interior spray lining and replacing the manhole frames/covers along the sanitary sewer main alignment. By-pass pumping operations will be required during the rehabilitation in order to maintain service through the existing sanitary sewer main.

If approved, Insituform Technologies, LLC will provide for the CCTV and Cleaning Services of the deteriorated sanitary sewer infrastructure and will help provide current condition assessments for future phase improvements of this neighborhoods critical sanitary sewer.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: A decision not to approve the BuyBoard Proposal for the sanitary sewer CCTV and Cleaning Services would delay upgrades necessary to prolong the service life of this critical infrastructure.

FISCAL IMPACT: \$161,980.60

Proposed Expenditure/(Revenue)
\$161,980.60

Account Number(s):
610-970-98283-6180

LEGAL REVIEW: Cara Leahy White, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has previously reviewed the identical language used for the BuyBoard Proposal as to form and legality with the Timber Creek Trunk Line (Morris Road to Rawlings Street) project approved by Town Council on May 12, 2021.

ATTACHMENTS:

1. Insituform - BuyBoard Proposal
2. Form 1295 (Internal Use)

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

April 24, 2025

SF#: SO-00205192

Mr. Blake Hummel, PE
Town of Flower Mound
2121 Cross Timbers Rd
Flower Mound, TX 75028-1820

Buyboard Proposal

**Project Name: Town of Flower Mound, TX – Red Oak Lane Sanitary Sewer Assessment
6"-15" Clean & CCTV Sanitary Sewer**

INSITUFORM TECHNOLOGIES, LLC herein proposes to furnish all labor, materials, equipment, and services necessary to complete the referenced project (as detailed by the Town of Flower Mound) utilizing The Local Government Purchasing Cooperative Contract #730-24 administered through the BuyBoard.

ASSUMPTIONS AND QUALIFICATIONS

This pricing is based on the best available information at the time of this proposal. It is understood that the work to be completed in this proposal will include cleaning the lines by removing all loose debris, completing TV assessments, and providing video where TV is completed to assist with sewer condition assessment.

Water shall be provided at no cost to Insituform Technologies, LLC for all construction phases of this project. Insituform Technologies, LLC will follow all required deposit, backflow prevention, and metering procedures.

Cleaning crews will be NASSCO PACP compliant (Pipeline Assessment and Certification Program) version 6.0 or greater.

The Town of Flower Mound will provide coordination with property owners for access to all manholes, permits, tax-exempt certificate, and disposal site for debris. Should any point repairs, partial collapses, or new manhole installations be identified, then those services will be provided by alternate price as agreed upon prior to completing the work or will be included in the future rehabilitation phase.

The pricing in this proposal assumes that all Technical Specifications set forth by the BuyBoard will be strictly adhered to. Any changes to these specifications must be noted and agreed upon by both parties prior to finalizing the proposal pricing.

Special:

- 1. No bonding is included in the pricing. Allow an additional 1.5% if necessary.**
- 2. Quantities below are estimated only. Only actual quantities will be billed.**

PROPOSAL TERMS AND CONDITIONS

Terms and Conditions from the Texas Statewide Cooperative Purchasing Contract are available upon request from the BuyBoard. Any changes to these conditions must be noted and agreed upon by both parties.

PROPOSAL PRICING

PAY ITEM NO.	DESCRIPTION	APPROX. QUANTITY	U/M	UNIT PRICE	ESTIMATED AMOUNT
1	Mobilization	1	EA	\$5,750.00	\$5,750.00
2	6" Clean and TV Sanitary Sewer	2,613	LF	\$7.00	\$18,291.00
3	8" Clean and TV Sanitary Sewer	6,688	LF	\$7.00	\$46,816.00
4	15" Clean and TV Sanitary Sewer	823	LF	\$12.00	\$9,876.00
5	Backyard Easement Line Add-on	6,109	LF	\$2.40	\$14,661.60
6	Root/Grease Removal 6"-8" (MH to MH LF)	7,513	LF	\$4.00	\$30,052.00
7	Root/Grease Removal 15" (MH to MH LF)	823	LF	\$8.00	\$6,584.00
8	Other Obstruction Removal (Qty TBD)	1	EA	\$850.00	\$850.00
9	Traffic Control - Residential	11	DAY	\$300.00	\$3,300.00
10	Traffic Control – Lane Closure	2	DAY	\$2,500.00	\$5,000.00
11	Lighted Arrow Board (Per Arrow Board)	4	DAY	\$200.00	\$800.00
12	Restoration Allowance – Cost +15% (fence,sod, etc.)	1	AL	\$5,000.00	\$5,000.00
13	Owner Contingency Allowance	1	AL	\$15,000.00	\$15,000.00
TOTAL					\$161,980.60

PROPOSAL INCLUSIONS

The prices stated in this proposal include:

1. Mobilizations and demobilization.
2. Residential street traffic control as needed with cones.
3. Removal of normal loose debris and deposits. Obstructions that can be removed internally via other means will be billed separately at the price listed above.
4. Residential traffic control with cones and single lane closure with arrow boards if necessary.
5. Confined space safe entry practices.
6. Certificate of insurance with standard coverage.

PROPOSAL EXCLUSIONS

Not included in the prices stated in this estimate are costs associated with the items listed below. These items, if needed or found to be applicable, would be provided by **INSITUFORM TECHNOLOGIES, LLC** at your additional cost; or would be furnished by others, at your direction, at no cost to **INSITUFORM TECHNOLOGIES, LLC**:

- a) Project permits and/or local licenses.
- b) TXDOT traffic control plan.
- c) State and local sales and/or use taxes on the value of the project. If you are exempt, please submit the appropriate documentation.
- d) Additional premiums for special insurance coverage(s) demanded by you or other parties particular to this project.
- e) Performance and Payment Bond not included. This is available upon request, but if required please add 1.5% to the total project cost.
- f) If any hazardous or toxic materials are encountered during the project, the Owner will be responsible for the removal and disposal of the materials.

PROPOSAL TERMS AND CONDITIONS

- a) LIMITED WARRANTY. IN LIEU OF ALL OTHER EXPRESSED, IMPLIED AND/OR STATUTORY WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, CONTRACTOR AGREES TO CORRECT ANY DEFECTS IN THE MATERIALS OR SERVICES PROVIDED BY CONTRACTOR WHICH ARE BROUGHT TO THE ATTENTION OF CONTRACTOR WITHIN ONE YEAR FOLLOWING COMPLETION OF CONTRACTOR'S WORK, PROVIDED OWNER AFFORDS CONTRACTOR SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.
- b) CONSEQUENTIAL DAMAGES arising out of this contract shall be limited to 1.5 times the contract value or \$243,000.
- c) PROPOSAL SUBJECT TO NEGOTIATION OF OTHER STANDARD TERMS OF AGREEMENT. This proposal is subject to the agreement of the parties on other terms and conditions as are customary in contracts of this nature.
- d) Quantities are estimated. Unit prices apply for actual invoices and payment.
- e) Payments are due at net within thirty days of invoice. Final payment is due within thirty days of completion of the project.
- f) Monthly progress partial payments may be requested for the value of work in progress or completed, including materials secured and on site.
- g) Prices stated are in effect for sixty days from the date of this proposal. The acceptance period may be extended at the sole option of **INSITUFORM TECHNOLOGIES, LLC**.

OFFERED BY:

INSITUFORM TECHNOLOGIES, LLC

Timothy R. Peterie

TIMOTHY R. PETERIE
COMMERCIAL MANAGER – SW REGION

REVIEWED BY:
ANDY OZMENT
AREA VICE PRESIDENT

cc: Ben Hawkins (PM)

ACCEPTED BY:

SIGNATURE

DATE

NAME

TITLE

ORGANIZATION

If you initiate a purchase order or other document, it will not be acknowledged without this proposal being referenced or as an attachment.



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

DATE: May 5, 2025

FROM: Chuck Jennings, Director of Parks and Recreation

ITEM: **Consider approval of the purchase and installation of the 2024-2025 Playground Replacements project, for Northshore Park Playground, from We Build Fun, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of \$276,619.00.**

BACKGROUND: The Community Development Corporation and Town Council approved various playground upgrades in the Fiscal Year 2024-2025 after a recommendation from the Parks Board for Park and Recreation needs for the Capital Improvement Program projects. Northshore Park playground is one of the playgrounds funded for replacement. This purchase will only cover the purchase of the new playground equipment, the artificial turf surfacing will be purchased at a later date.

The existing equipment will be removed under a separate agreement with a local non-profit, but no equipment will be removed until all new equipment and surfacing is ready for installation.

BOARD REVIEW/CITIZEN FEEDBACK: A community meeting was held on Wednesday, February 12, 2025, at the Community Activity Center. The residents in attendance overwhelmingly supported the playground design and play features.

ALTERNATIVES: N/A

FISCAL IMPACT: \$276,619.00

Proposed Expenditure/(Revenue)
\$276,619.00

Account Number(s):
317-110-90825-6210

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Buyboard Proposal
2. Equipment Renderings
3. Form 1295 (Internal Use Only)

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

CUSTOMER INFORMATION

Customer: Town of Flower Mound
Contact: Brennon Peltier Chuck Jennings
Contact Info: Brennon.Peltier@FlowerMound.gov and Chuck.Jennings@FlowerMound.gov
Project Name: Northshore Park Playground
Site Address: 3100 Woodpark Dr., Flower Mound, TX 75022
End User: Town of Flower Mound
Ship To: webuildfun

QUOTE	
25-25051	
Quote Date	Valid Until
4/15/2025	5/15/2025
Est. Delivery:	Est. Install
Custom	TBD
Buyboard Contract # 679-22	

ITEM	DESCRIPTION	QTY	EACH	TOTAL
JUNGLE THEME				
EXCAVATION	Excavate and dispose of existing EWF <i>*Removal of existing playground equipment to be performed by "Others" and not included in this scope.</i>	1	\$21,450.00	\$21,450.00
PLAYGROUND EQUIPMENT	Custom Jungle Theme Playground	1	\$214,742.00	\$214,742.00
DISCOUNT	Discount	1	-\$25,769.00	-\$25,769.00
FREIGHT	Freight	1	\$1,773.00	\$1,773.00
INSTALL	Installation of equipment listed above	1	\$64,423.00	\$64,423.00
SURFACING	Safety surfacing is not included in this scope	0		



Final Prices Subject to State and Local Sales Tax and Use Tax Rate

TOTAL \$276,619.00

ITEM	DESCRIPTION	QTY	EACH	TOTAL
Make Payable to:	webuildfun, Inc PO Box 29, Allen, TX 75013			
Payment Terms	<u>Net 30</u> To be invoiced in full upon completion of project.			

Prices reflected on quote assumes all site work to be done by others unless noted above.

* All drainage within the playground border and away from the play area to be done by "other" unless noted above. * Price assumes border by "other" unless noted above.
* No site restoration is included unless noted above. * Additionally, no bond or special insurance coverages are included unless noted above.

Send completed quote and purchase order to: tracy@webuildfun.com

PLEASE RETURN ALL PAGES OF THIS QUOTE UPON ORDERING

Price assumes all site work, drainage away from play area & border to be provided by "other" at no cost to webuildfun unless specified otherwise in the quote above. This includes site prep, grade work, drainage, construction fencing, concrete borders and site restoration. All additional services can be quoted upon request. webuildfun, inc. warrants the labor for replacement parts for 1 year, if webuildfun, inc provided the original installation. In the event rock is encountered, additional charges may be assessed. It is the responsibility of the owner to obtain permit(s) unless specified above. It is the responsibility of the owner to locate all underground utility lines. webuildfun, Inc will assist with this by requesting a line locate from Dig Toss, at the owner's request. webuildfun, Inc will make every reasonable effort to respect all marked utility lines, and will repair damage(s) caused by webuildfun, Inc to marked utilities. webuildfun, Inc will not be responsible for damage to unmarked utilities. Prices are guaranteed for 30 days from the date listed on quote.



Actual colors may vary. We work hard to ensure our renderings are as life like as possible.

Northshore Park
Flower Mound, TX

HAGS®
Inspiring all generations

weBUILDFUN



webuildfun, inc.
Miracle
of Michigan



Actual colors may vary. We work hard to ensure that our renderings are as life-like as possible.

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Flower Mound, TX

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

DATE: May 5, 2025

FROM: Henry Lucio, Deputy Chief

ITEM: **Consider approval of an interlocal agreement between the Town of Flower Mound and Lewisville Independent School District (LISD) for School Resource Officers (SRO) for the 2025/2026 school year.**

BACKGROUND: The current agreement was adopted in 2018 and has an "evergreen clause" that allows it to carry over indefinitely. It was amended in 2022 to include additional school resource officers (SRO) and supervision. Lewisville I.S.D. would like to continue with the agreement with the Flower Mound Police Department. This agreement is for the Flower Mound Police Department to provide eleven police officers, two sergeants to L.I.S.D. campuses (within Flower Mound), and one Lieutenant to oversee the program. These officers and sergeants are assigned to elementary, middle, 9th-grade, and high school campuses.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: L.I.S.D. would have to contract with other law enforcement agencies to provide mandated school resource officers or armed guardians for safety and security duties.

FISCAL IMPACT:

Proposed Expenditure/(Revenue)

The salaries and benefits for the positions will be reimbursed by L.I.S.D. at 50% for nine school resource officers and a Lieutenant, 75% for two sergeants and two elementary school roving officers. The amount varies from year to year depending on the personnel assigned to the schools.

Account Number(s):

100-4605 Intergovernmental Revenue

LEGAL REVIEW: Bradley Anderle, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the contract as to form and legality.

ATTACHMENTS:

1. Flower Mound - LISD SRO Contract
2. 2.1-LISD-Flower Mound SRO Interlocal Agreement revised.003 (3)

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

From: [Bradley Anderle](#)
To: [Tony Oliver](#)
Cc: [Bryn Meredith](#); [Henry Lucio](#); [John Domenech](#); [Janie Molina](#)
Subject: RE: Flower Mound - LISD SRO
Date: Tuesday, April 22, 2025 4:23:11 PM
Attachments: [image015.png](#)
[image016.png](#)
[image018.png](#)
[image019.png](#)
[image020.png](#)
[image021.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)
[image010.png](#)
[2.1-LISD-Flower Mound SRO Interlocal Agreement revised.003.docx](#)

Lieutenant Oliver,

That provision is acceptable. I have taken the liberty of revising the agreement to include that language. It is redlined in the attached document.

Let us know if you need anything further from us.

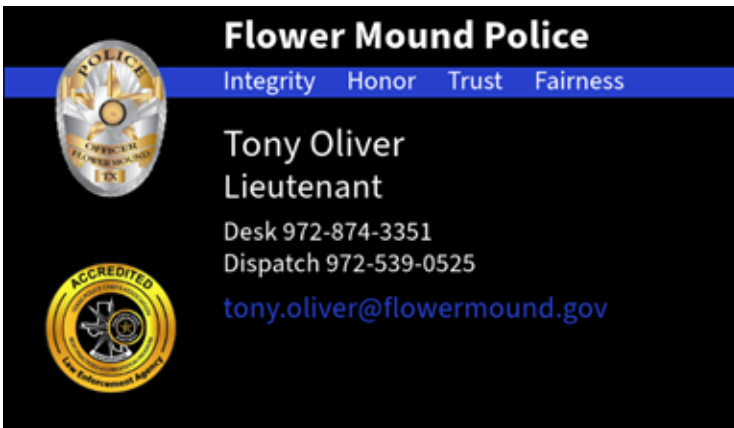
Sincerely,

Bradley A. Anderle
Taylor, Olson, Adkins, Sralla & Elam, LLP
6000 Western Place, Suite 200
Fort Worth, Texas 76107
Phone: (817) 332-2580
Fax: (817) 332-4740



From: Tony Oliver <Tony.Oliver@flowermound.gov>
Sent: Tuesday, April 22, 2025 4:04 PM
To: Bradley Anderle <banderle@toase.com>
Cc: Bryn Meredith <bmeredith@toase.com>; Henry Lucio <Henry.Lucio@flowermound.gov>; John Domenech <jdomenech@toase.com>
Subject: FW: Flower Mound - LISD SRO

See below e-mail and let us know if these changes would be acceptable.



I am now sending emails from flowermound.gov, as the Town has transitioned its website domain. You can learn more at flowermound.gov/official.

From: Garrett, Matthew <garrettms@lisd.net>
Sent: Tuesday, April 22, 2025 3:00 PM
To: Tony Oliver <Tony.Oliver@flowermound.gov>
Cc: Henry Lucio <Henry.Lucio@flowermound.gov>; Justin LoBello <Justin.LoBello@flowermound.gov>; Darren Simmons <Darren.Simmons@flowermound.gov>
Subject: [EXTERNAL] Re: Flower Mound - LISD SRO

Would the Town agree to replacing Article VI with this one? Of course we would tweak it to say Town.

ARTICLE VI

MUTUAL HOLD HARMLESS

- A. To the extent allowed by law, the District does hereby agree to waive all claims against, release, and hold harmless the City and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.
- B. To the extent allowed by law, the City does hereby agree to waive all claims against, release, and hold harmless the District and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.
- C. It is the intention of both Parties that this mutual hold harmless clause shall be interpreted to mean each Party shall be responsible for the actions of each Party's own employees, officials, officers, and agents. The Parties hereby agree that they have not waived their sovereign immunity by entering into and performing its obligations under this Agreement.
- D. Nothing in this Agreement shall be construed as conferring any rights or benefits to any third party who is not a party to this Agreement.

Matthew Garrett, CEM
Executive Director of Safety & Security
Lewisville Independent School District
(Office): 972-350-4728
garrettms@lisd.net

From: Tony Oliver <Tony.Oliver@flowermound.gov>

Date: Monday, April 21, 2025 at 07:03

To: Garrett, Matthew <garrettms@lisd.net>

Cc: Henry Lucio <Henry.Lucio@flowermound.gov>, Justin LoBello

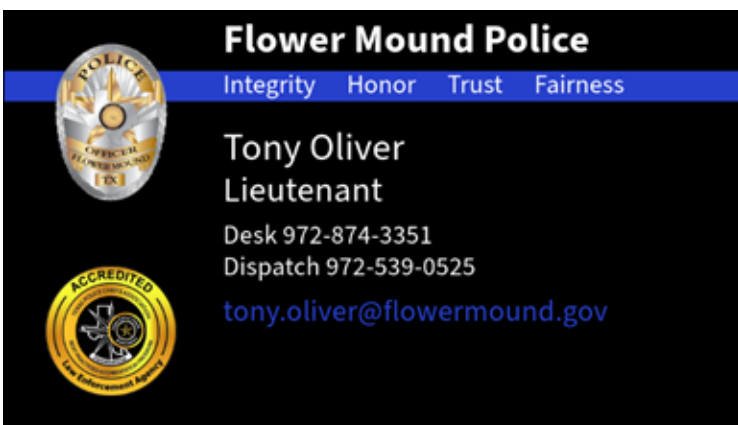
<Justin.LoBello@flowermound.gov>, Darren Simmons

<Darren.Simmons@flowermound.gov>

Subject: FW: Flower Mound - LISD SRO

EXTERNAL EMAIL: Do not click any links or open any attachments unless you trust the sender and know the content is safe.
--

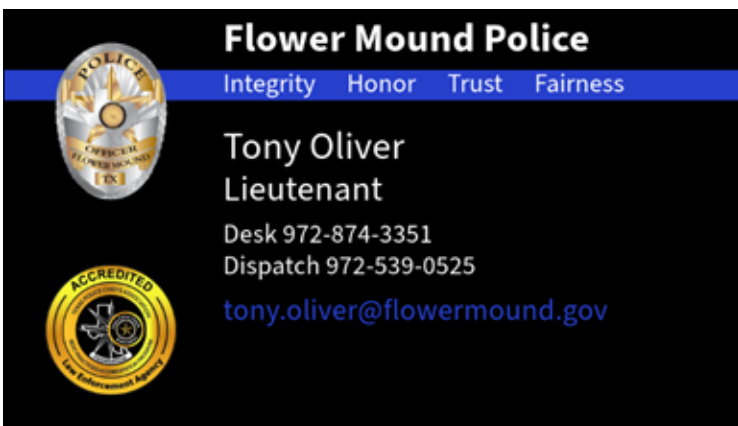
Matt, Just following up on the below and attached.



I am now sending emails from [flowermound.gov](mailto:tony.oliver@flowermound.gov), as the Town has transitioned its website domain. You can learn more at flowermound.gov/official.

From: Tony Oliver <Tony.Oliver@flowermound.gov>
Sent: Monday, April 7, 2025 8:26 AM
To: Garrett, Matthew <garretmts@lisd.net>
Cc: Henry Lucio <Henry.Lucio@flowermound.gov>; Justin LoBello <Justin.LoBello@flowermound.gov>; Darren Simmons <Darren.Simmons@flowermound.gov>
Subject: FW: Flower Mound - LISD SRO

Sorry it took so long. The attorney's added an indemnification clause similar to LISD's portion. I believe that is the only addition. Let me know if your legal approves and we will send to council for approval.



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From: Bradley Anderle <banderle@toase.com>
Sent: Friday, April 4, 2025 3:33 PM
To: Tony Oliver <Tony.Oliver@flowermound.gov>; Bryn Meredith <bmeredith@toase.com>; John Domenech <jdomenech@toase.com>
Cc: Henry Lucio <Henry.Lucio@flowermound.gov>; Janie Molina <jmolina@toase.com>; Joshua Williams

<jwilliams@toase.com>

Subject: RE: Flower Mound - LISD SRO

Lieutenant Oliver,

Attached is the redlined SRO agreement based upon our conversation.

As we discussed, I have removed all of the recommended revisions at your direction, as they are not legally necessary, but I included proposed indemnification language at your request. I tracked the language of the School District's indemnification as close as possible, so it should not be too objectionable to them.

Please let me know if you have any further questions about this agreement.

Sincerely,

Bradley A. Anderle
Taylor, Olson, Adkins, Sralla & Elam, LLP
6000 Western Place, Suite 200
Fort Worth, Texas 76107
Phone: (817) 332-2580
Fax: (817) 332-4740



From: Tony Oliver <Tony.Oliver@flowermound.gov>

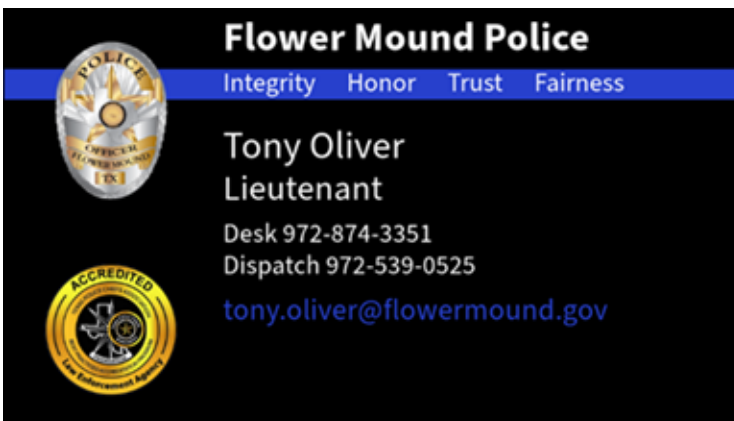
Sent: Tuesday, April 1, 2025 12:55 PM

To: Bryn Meredith <bmeredith@toase.com>; John Domenech <jdomenech@toase.com>

Cc: Henry Lucio <Henry.Lucio@flowermound.gov>; Bradley Anderle <banderle@toase.com>; Janie Molina <jmolina@toase.com>; Joshua Williams <jwilliams@toase.com>

Subject: RE: Flower Mound - LISD SRO

Yes, thank you sir.



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From: Bryn Meredith <bmeredith@toase.com>
Sent: Tuesday, April 1, 2025 12:45 PM
To: Tony Oliver <Tony.Oliver@flowermound.gov>; John Domenech <jdomenech@toase.com>
Cc: Henry Lucio <Henry.Lucio@flowermound.gov>; Bradley Anderle <banderle@toase.com>; Janie Molina <jmolina@toase.com>; Joshua Williams <jwilliams@toase.com>
Subject: RE: Flower Mound - LISD SRO

Lieutenant Oliver,

I will review John's edits and remove anything that we do not see as mandatory under Texas law. We have a number of attorneys at the office and due to regular changes in state law, we always review an agreement from scratch when it is resubmitted for our review. I apologize for the inconvenience. I will get you a revised agreement by the end of the week if that would be acceptable.

Thanks,
Bryn

Bryn D. Meredith

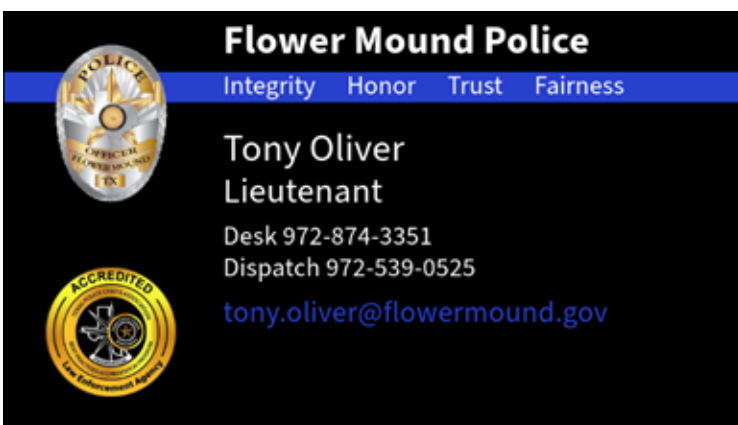
Attorney at Law
Taylor, Olson, Adkins, Sralla & Elam, L.L.P.
6000 Western Place, Suite 200
Fort Worth, Texas 76107
Telephone: 817.332.2580
Facsimile: 817.332.4740
Email: bmeredith@toase.com
www.toase.com

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From: Tony Oliver <Tony.Oliver@flowermound.gov>
Sent: Tuesday, April 1, 2025 9:04 AM
To: John Domenech <jdomenech@toase.com>
Cc: Henry Lucio <Henry.Lucio@flowermound.gov>; Bryn Meredith <bmeredith@toase.com>; Bradley Anderle <banderle@toase.com>; Janie Molina <jmolina@toase.com>; Joshua Williams <jwilliams@toase.com>
Subject: RE: Flower Mound - LISD SRO

The changes proposed were not in the prior MOU with LISD for SRO's ya'll looked at so it is unclear why they were added in this new version when the changes made by LISD were dates and number of personnel. In any case, we had a few concerns:

1. Are these changes recommendations or are they mandatory?
2. The initial term beginning on the effective date was the same in the prior agreement and was the date the document had been signed by both parties.
3. Under D.15 and D. 16 – "Participate in mandated training under Texas Education Code, such as emergency response and de-escalation techniques." And "Adhere to state-mandated safety protocols and guidelines from the Texas School Safety Center." If this is in reference to active shooter and de-escalation training, that is already required by TCOLE to maintain our peace officer licenses.
4. Under E. – we have 5 different jurisdictions (municipalities) within LISD so mandating this would cause issues.
5. I doubt LISD would be willing to delete the indemnification. Should we include an indemnification for the town as well and if so how should that be worded and where would it go?



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From: John Domenech <jdomenech@toase.com>

Sent: Thursday, March 27, 2025 3:27 PM

To: Tony Oliver <Tony.Oliver@flowermound.gov>

Cc: Henry Lucio <Henry.Lucio@flowermound.gov>; Bryn Meredith <bmeredith@toase.com>; Bradley Anderle <banderle@toase.com>; Janie Molina <jmolina@toase.com>; Joshua Williams <jwilliams@toase.com>

Subject: RE: Flower Mound - LISD SRO

Good afternoon, Lt. Oliver,

We have reviewed the agreement and provided a few redlines and comment. Please review the attached. The redlines maybe sent to the LISD but the comment is for the Town's eyes only.

Please reach out to us if you have any questions.

Thank you.

John Domenech
Associate Attorney
Taylor, Olson, Adkins, Sralla & Elam, L.L.P.
6000 Western Place, Suite 200
Fort Worth, Texas 76107
Phone: 817.332.2580
Fax: 817.332.4740
www.toase.com

From: Tony Oliver <Tony.Oliver@flowermound.gov>
Sent: Wednesday, March 19, 2025 10:54 AM
To: Janie Molina <jmolina@toase.com>
Cc: Henry Lucio <Henry.Lucio@flowermound.gov>; Bryn Meredith <bmeredith@toase.com>
Subject: RE: [EXTERNAL]

Yes that will work. Thank you. Should be an easy one as the changes are mainly dates and numbers of SRO's / SRO Sergeants and it is one ya'll have looked at before.



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From: Janie Molina <jmolina@toase.com>
Sent: Wednesday, March 19, 2025 10:53 AM
To: Tony Oliver <Tony.Oliver@flowermound.gov>
Cc: Henry Lucio <Henry.Lucio@flowermound.gov>; Bryn Meredith <bmeredith@toase.com>
Subject: RE: [EXTERNAL]

Good morning Tony,

We can have this back to you in a week. Does that work for you?

Sincerely,
Janie Molina
Legal Assistant to Bryn Meredith & PIA Support
6000 Western Place, Suite 200
Fort Worth, Texas 76107
817-332-2580
817-332-4740 Fax
jmolina@toase.com



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From: Tony Oliver <Tony.Oliver@flowermound.gov>
Sent: Wednesday, March 19, 2025 10:48 AM
To: Janie Molina <jmolina@toase.com>
Cc: Henry Lucio <Henry.Lucio@flowermound.gov>
Subject: FW: [EXTERNAL]

Please find attached the new MOU with LISD for our SRO positions (this includes supervisory). There are only minor changes / updates (see below email thread). Under Article V (as also in the current MOU) it references the school can request and will pay for the cost of additional SRO. So, I feel the first bullet point below referencing page 2 and backdating, is addressed because of this section and the current MOU.

Could you please review it and get back with us as your earliest convenience.

Thanks.



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From: Garrett, Matthew <garrettms@lisd.net>

Sent: Monday, March 17, 2025 11:33 AM

To: Tony Oliver <Tony.Oliver@flowermound.gov>

Cc: Justin LoBello <Justin.LoBello@flowermound.gov>; Darren Simmons <Darren.Simmons@flowermound.gov>; Henry Lucio <Henry.Lucio@flowermound.gov>

Subject: Re: [EXTERNAL]

- On page 2 Article I: it references dates in September and October 2025. Should these be backdated to reflect the second Sergeant and Second Elementary SRO's on boarding dates on January 6, 2025 (for payment purposes). (Payment will be done by PO, which is approved)
- On page 2 Article I: the effective dates are different in the first and last sentences. Should these be the same? (I deleted the first one since the signed date will be the official date)
- On page 3 number 6: According to statute (both reference parts) it says we have **180** days in order to complete the required education and training however the contract says **120** days. Can this be update to align with current statute? Corrected to 180
- On pages 7 and 8 part A: it mentions the interlocal agreement dated 12-18-18 being terminated as of the effective date of this agreement. Should the date be for the current active interlocal agreement instead of 2018 since that date is also mentioned in the current agreement? Corrected to the 2024 agreement

Just trying to catch stuff before we send it to legal and then council.

Matthew Garrett, CEM
Executive Director of Safety & Security
Lewisville Independent School District
(Office): 972-350-4728
garrettms@lisd.net

From: Tony Oliver <Tony.Oliver@flowermound.gov>

Date: Monday, March 17, 2025 at 10:32

To: Garrett, Matthew <garrettms@lisd.net>

Cc: Justin LoBello <Justin.LoBello@flowermound.gov>, Darren Simmons
<Darren.Simmons@flowermound.gov>, Henry Lucio <Henry.Lucio@flowermound.gov>

Subject: RE: [EXTERNAL]

EXTERNAL EMAIL: Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Matt,

Just following up with the below. Would like to get this finalized and on the agenda for our council to sign asap.



I am now sending emails from flowermound.gov, as the Town has transitioned its website domain. You can learn more at flowermound.gov/official.

From: Tony Oliver <Tony.Oliver@flowermound.gov>

Sent: Wednesday, March 5, 2025 8:48 AM

To: Garrett, Matthew <garrettms@lisd.net>

Cc: Justin LoBello <Justin.LoBello@flowermound.gov>; Darren Simmons
<Darren.Simmons@flowermound.gov>; Henry Lucio <Henry.Lucio@flowermound.gov>

Subject: RE: [EXTERNAL]

Importance: High

Matt,

I only noticed a few changes:

- The number of SRO's and Sgt.'s was increased by 1 each
- The dates
- On Page 2 under number 1 this was removed: "The ages, socioeconomic, cultural and racial composition of the students of the particular school should be considered in making this

evaluation.” I assume this was removed due to the current presidential administrations view on DEI policies.

Am I missing anything?

Also, I think we could change the following:

- On page 2 Article I: it references dates in September and October 2025. Should these be backdated to reflect the second Sergeant and Second Elementary SRO’s on boarding dates on January 6, 2025 (for payment purposes).
- On page 2 Article I: the effective dates are different in the first and last sentences. Should these be the same?
- On page 3 number 6: According to statute (both reference parts) it says we have **180** days in order to complete the required education and training however the contract says **120** days. Can this be update to align with current statute?
- On pages 7 and 8 part A: it mentions the interlocal agreement dated 12-18-18 being terminated as of the effective date of this agreement. Should the date be for the current active interlocal agreement instead of 2018 since that date is also mentioned in the current agreement?

Just trying to catch stuff before we send it to legal and then council.



I am now sending emails from flowermound.gov, as the Town has transitioned its website domain. You can learn more at flowermound.gov/official.

From: Justin LoBello <Justin.LoBello@flowermound.gov>
Sent: Thursday, February 27, 2025 12:54 PM
To: Tony Oliver <Tony.Oliver@flowermound.gov>; Darren Simmons <Darren.Simmons@flowermound.gov>
Subject: Fw: [EXTERNAL]

Attached is a draft of the completed SRO Contract from Matt Garrett in Word format.



From: Garrett, Matthew <garrettms@lisd.net>
Sent: Thursday, February 27, 2025 12:47 PM
To: Justin LoBello <Justin.LoBello@flowermound.gov>
Subject: [EXTERNAL]

Matthew Garrett, CEM
Executive Director of Safety & Security
Lewisville Independent School District
(Office): 972-350-4728
garrettms@lisd.net



STATE OF TEXAS

§
§
§

COUNTY OF DENTON

SCHOOL RESOURCE OFFICER INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT, made and entered into on the Effective Date, by and between the **LEWISVILLE INDEPENDENT SCHOOL DISTRICT** in Denton County, Texas (referred herein to as “District” or “School District”), acting by and through its Board of Trustees, and the Town of Flower Mound, Texas (referred herein to as “Town”), acting by and through its Town Council, is for the purpose of establishing a School Resource Officer (referred herein as to SRO) Program in the School District, in the Town of Flower Mound, Texas.

WITNESSETH:

WHEREAS, the Texas State Legislature has authorized the use of Interlocal cooperation agreements between and among governmental entities; and

WHEREAS, this Interlocal Cooperation Agreement (“Agreement”) is made under the authority granted by and pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended and as otherwise provided herein, relative to the joint authorization by the School District and the Town to provide a governmental service or function for which each party is authorized to perform individually; and

WHEREAS, the governing bodies find that the performance of this Agreement is in the common public interest of both parties, and the School District and the Town will mutually benefit from the SRO Program to combat juvenile delinquency, to personally assist students with various problems involving potential involvement with law enforcement, to develop and maintain positive relations between students and Town police officers and to assist the School District in maintaining a safe, orderly, and secure environment to learning; and

WHEREAS, the parties, in paying for the performance of governmental functions or in performing such governmental functions, shall make payments therefor only from current revenues legally available to each party; and

WHEREAS, the School District and the Town intend to provide law enforcement education and related services to the public schools of the School District in the Town as hereafter described; and

NOW, THEREFORE, for and in consideration of the mutual agreements contained herein, the parties do hereby agree as follows:

ARTICLE I

TERM OF AGREEMENT

The initial term of this Agreement shall begin on the Effective Date, and shall continue through September 30, 2025. This Agreement shall automatically renew for one (1) year terms, beginning on October 1, 2025, unless terminated by either party in accordance with the terms contained herein.

ARTICLE II

OBLIGATIONS OF THE TOWN

The obligations of the Town shall be fulfilled by the Flower Mound Police Department under the direction of the Chief of Police (“Chief”) or his designee.

The obligations of the Chief and the School Resource Officers (SROs) are as follows:

A. Provision of School Resource Officers.

Unless otherwise indicated below, the Chief shall assign eleven (11) regularly employed police officer(s) as SROs, two (2) Sergeants and one (1) Lieutenant (50% of time) assigned as the SRO supervisors.

Officers will be assigned to the elementary, middle, 9th grade, and high school campuses. Although the SROs will be assigned to the campuses listed above, the SROs can serve as a resource to all campuses within Flower Mound in cooperation with LISD.

B. Selection of School Resource Officers.

The Chief or his designee shall select the SROs considering the following evaluation criteria and may change or replace an SRO with another officer who also meets the criteria below:

1. The SROs must have the ability to deal effectively with students.
2. The SROs must present a positive image and be an appropriate symbol of the entire police department. A goal of the SRO program is to foster a positive image of police officers among young people. Therefore, the personality, grooming, and communication skills of the SROs should be of such a nature that a positive image of the police department is reflected.
3. The SROs must have the ability to provide good quality information and educational services in the area of law enforcement.

4. The SROs must have the desire and ability to work cooperatively with the School District staff, Principals, the administrative staff and school officials.
5. The SROs must be State Certified Law Enforcement Officers.
6. The SROs must complete an education and training program as required by Texas Occupations Code § 1701.263 and 37 Texas Administrative Code § 221.43 within 180 days of placement in the District or a campus of the District.
7. The Chief or his designee may change or replace an SRO with another officer who also meets the criteria. Campus Principals will be allowed to meet the candidates for any new SRO assignments and provide their feedback.
8. The SROs must meet any other criteria the Chief deems appropriate.

C. Normal duty hours of School Resource Officers.

The SROs shall perform his or her duties during regular school days and regular school hours, not including official school holidays or summer school or required training. When not performing such duties, the Chief may assign the officers to other duties.

SROs will notify the Campus Principal or his designee via email in advance of a planned leave if such leave or time off would conflict with school duties. The Town will provide a substitute SRO, at no additional charge, in the event a SRO cannot perform his or her duties for School District for more than five (5) or more consecutive days. The Town will make all reasonable efforts to minimize discretionary leave by SROs during school days.

D. Duties of School Resource Officers.

While on duty, SROs shall perform the following duties:

1. Speak to classes on the law, including search and seizure, criminal law, motor vehicle laws, and other topics.
2. Act as a resource person in the area of law enforcement education.
3. Conduct or assist in criminal investigations of violations of law on school property.
4. Provide a law enforcement resource when necessary to maintain the peace on School District property.
5. Make arrests and referrals of criminal law violators using his/her discretion.
6. Provide information or assistance to students at the request of the school staff, at the request of a student or parent or when the SRO feels it is in the best interest of the student. In the event the request relates to such things as depression, addiction,

family counseling matters or other non-police related matters, the student should be referred to the School Counselor.

7. Make appropriate referrals to social services agencies.
8. Wear an official police uniform which shall be provided at Flower Mound Police Department's expense; however, civilian attire may be worn on some occasions with prior approval by the Chief.
9. Perform other duties mutually agreed upon by the Superintendent and the Chief, provided the performance of such duties is legitimately and reasonably related to the SRO Program as described in this Agreement, and such duties are consistent with state and federal law and the policies and procedures of the School District and the Town.
10. Any off-campus activity requiring the services of the SROs shall be contingent on the approval of the Chief or his designee.
11. Follow and conform to all School District policies and procedures that do not conflict with the policies or procedures of the Town. The parties to this Agreement shall abide by all rules, regulations and procedures as authorized by state or federal laws.
12. Coordinate with school administrators, staff, other law enforcement agencies and courts to promote order on school campuses.
13. Make presentations to civic groups.
14. Participate, upon request and with approval of the Chief or his designee, with school/student committees.
15. Serve on campus threat assessment teams.
16. Any other duties as directed by the Chief or designee.

E. Support Services to be provided by the Town.

The Town, acting through its Police Department, shall continue to provide police services to the School District with the positions of the SROs as an enhancement.

ARTICLE III

OBLIGATIONS OF THE DISTRICT

The School District shall provide the SROs, in each school to which an SRO is assigned, the following materials and facilities:

1. Access to a private office to be used for general business purposes which is air conditioned and properly lighted.
2. A locking file cabinet and location for files and records which can be properly locked and secured.
3. A desk with drawers, a chair, worktable, and office supplies (*i.e.*, paper, pencil, pens, etc.).
4. A computer connection that allows for network access to police records management and report writing portals.
5. A telephone.
6. Secure a safe, provided by the police department, to the floor of the assigned office for the storage of a rifle, and other essential equipment.

ARTICLE IV

EMPLOYEE STATUS OF SRO

The SROs shall be employees of the Town and not employees of the School District. The Town shall be solely responsible for the hiring, training, discipline, and dismissal of Town personnel. The Town and its SROs shall be deemed independent contractors with the School District, and not an agent or representative of the School District. However, when an assigned SRO or substitute is serving in the capacity of SRO, he or she is considered a “school official” pursuant to the Family Educational Rights and Privacy Act and its implementing regulations (34 Code of Federal Regulations Part 99). The SRO supervision will meet with the leadership of the assigned campuses to review the performance of each SRO by the end of each school year. The results will be communicated to the Chief or his designee. The Director of Safety and Security will meet with the Divisional Commander over the SRO program and review the performance of the SRO supervision.

The supervisory personnel of the SRO who are responsible for his or her direct supervision shall be available at all reasonable times to report to and confer with designated officials of the School District.

ARTICLE V

PAYMENT

In consideration of the services provided herein, the Town shall invoice the School District, and the School District shall pay the Town fifty percent (50%) of the costs of salary and benefits for the nine (9) middle and high school SROs and Lieutenant. Seventy five percent (75%) for the two (2) elementary school SROs and two (2) SRO Sergeants. The School District shall bear no other expenditures. Payment shall be in three (3) equal payments as compensation for the

contracted services of the eleven (11) SROs, two (2) SRO Sergeants and one (1) Lieutenant made on December 1, March 1, and June 1 of each Fiscal Year. In the event the School District and the Town determine there is a need for an additional assignment, the Town shall provide an additional SRO, as staffing allows, under the same terms and conditions as described herein. The cost to the School District for any additional SRO shall be pro-rated on a per month, per officer basis for the remainder of the Town's Fiscal Year. The pro-rated amount shall apply to any partial budget year upon enactment of this Agreement as well.

ARTICLE VI

MUTUAL HOLD HARMLESS

To the extent allowed by law, the District does hereby agree to waive all claims against, release, and hold harmless the Town and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.

To the extent allowed by law, the Town does hereby agree to waive all claims against, release, and hold harmless the District and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.

It is the intention of both parties that this mutual hold harmless clause shall be interpreted to mean each party shall be responsible for the actions of each party's own employees, officials, officers, and agents. The parties hereby agree that they have not waived their sovereign immunity by entering into and performing its obligations under this Agreement.

Nothing in this Agreement shall be construed as conferring any rights or benefits to any third party who is not a party to this Agreement.

ARTICLE VII

CHANGES TO AGREEMENT

Changes in the terms of this Agreement may be accomplished only by formal amendment in writing approved by both the Town and the School District.

ARTICLE VIII

PROBLEM RESOLUTION

Unforeseen difficulties or questions shall be resolved by negotiation between the Superintendent of the School District and the Chief of Police of the Town, or their designees.

ARTICLE IX

TERMINATION OF AGREEMENT

This Agreement shall thereafter automatically extend and renew for additional one-year periods, as discussed in Article I above, unless written notice of intent to terminate the Agreement is given by either party at least one hundred eighty (180) days in advance of termination, except that both entities may mutually agree to terminate this Interlocal Agreement without one hundred eighty (180) days advance notice if approved by Flower Mound Town Council and the Lewisville Independent School District Board of Trustees. Notice shall be given to the Parties at the following addresses:

If to Town:

Chief of Police
Town of Flower Mound
4150 Kirkpatrick Lane
Flower Mound, Texas 75028

If to School District:

Superintendent of Schools
Lewisville Independent School District
1565 W. Main Street,
Lewisville, Texas 75067

Termination of this Agreement may only be accomplished as provided herein.

In the event this Agreement is terminated, compensation shall be made to the Town for all services performed to the date of termination.

ARTICLE X

GENERAL PROVISIONS

- A. This Agreement contains the entire agreement of the parties and supersedes any prior agreements and negotiations. As of the Effective Date, this Agreement will replace the SRO Interlocal Agreement between the School District and the Town with dated February

1, 2024 , and said 2024 Interlocal Agreement is terminated, as of the Effective Date, and shall be of no further force or effect. No verbal or other written promises or representations not specifically reduced to writing and contained herein shall be effective or binding. No modification, amendment, waiver or change of any provision herein shall be effective unless reduced to writing and approved by the governing body of both parties hereto.

- B. This Agreement is performable in Denton County, Texas, and exclusive venue for any dispute between the parties shall be a court of competent jurisdiction in Denton County. This Agreement is governed by and construed according to the laws of the State of Texas.
- C. This Agreement is not assignable by either party, and shall be binding on the parties, their officers and employees, and any successors in interest.
- D. This Agreement is effective only when signed and approved by both parties.

AGREED TO:

TOWN OF FLOWER MOUND, TEXAS

**LEWISVILLE INDEPENDENT
SCHOOL DISTRICT**

By: _____
MAYOR, Town of Flower Mound

By: _____
SUPERINTENDENT, LISD

ATTEST:

TOWN SECRETARY

Date Signed

Date Signed



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

DATE: May 5, 2025
FROM: JP Walton, Chief Strategic Officer
ITEM: **Consider approval of the Micromobility Devices and Bicycles Ordinance, amending Chapter 58 by adding Article IV Micromobility Devices and Bicycles, and authorization for the Mayor to execute on behalf of the Town.**

BACKGROUND: This item is to approve amending the Town's code of ordinances by adding an article that establishes regulations that promote the safe use and operation of micromobility devices and bicycles in the Town of Flower Mound. This item was tabled at the April 21st Town Council meeting in order for staff to incorporate direction received from Town Council during that meeting.

The micromobility devices and bicycles ordinance provides regulations for the safe operation of these devices in the Town of Flower Mound. These regulations include safety requirements for nighttime operation and prohibits the use of a hand-held device, or a device that would inhibit hearing like headphones or earphones while operating. Additionally, a child, defined in this ordinance as ages 14 and under, may not operate a micromobility device or bicycle without a properly fitted and fastened helmet. This ordinance also makes it unlawful for a parent to allow their child, ages 14 and under, to operate a micromobility device or bicycle in violation of this ordinance.

This ordinance and the regulations it includes have gone through an extensive public engagement process to ensure community alignment. Town Council originally requested a discussion regarding safety while operating a scooter and to discuss potential scooter regulations during Future Agenda Items at the August 19th Town Council meeting. Town Council discussed potential micromobility regulations at the October 17th, 2024 Town Council Work Session. At that work session, Council directed staff to create a survey to engage the community regarding specific regulations that the Town could consider enacting. Town Staff released the Micromobility survey from December 1st through January 3rd and received 832 responses. The results of the survey were presented at the February 20th TC Work Session and can be found at the following link: [Town of Flower Mound Micromobility Survey Report](#).

BOARD REVIEW/CITIZEN FEEDBACK: The Town of Flower Mound released the Micromobility survey from December 1st through January 3rd and received 832 responses. The results of the survey were presented at the February 20th TC Work Session and can be found at the following link: [Town of Flower Mound Micromobility Survey Report](#).

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Micromobility Devices and Bicycles Ordinance

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

**TOWN OF FLOWER MOUND, TEXAS
ORDINANCE NO. ____25**

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 58 “STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES,” OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS BY ADDING ARTICLE IV, “MICROMOBILITY DEVICES AND BICYCLES,” PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY CLAUSE FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council desires to update the Town’s Code of Ordinances to provide and maintain the safety of citizens who access streets, sidewalks, and other public places of the Town; and,

WHEREAS, the Town Council finds it necessary for the protection of public safety to define what constitutes a “micromobility device” and “bicycles” and to establish regulations that promote the safe use and operation of such devices; and,

WHEREAS, the Town Council finds and determines that the regulations proposed are in the best interest of and are necessary to protect the health, safety, and general welfare of the citizens of the Town and the general public;

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

SECTION 1

Article IV, “Micromobility Devices and Bicycles,” is hereby added to Chapter 58, “Streets, Sidewalks, and Other Public Places,” of the Code of Ordinances, Town of Flower Mound, Texas, to read as follows:

“ARTICLE IV. – MICROMOBILITY DEVICES AND BICYCLES

Sec. 58-73. - Definitions.

The following definitions shall be used for the purpose of this section:

Bicycle means a human-powered vehicle with two wheels in tandem designed to transport by a pedaling action a person seated on a seat.

Child means any person less than 14 years of age.

Helmet means protective headgear that is not structurally damaged and that conforms to the standards of the American National Standards Institute, the American Society for Testing and Materials, the Snell Memorial Foundation, or any governmental agency having regulatory jurisdiction over bicycle helmets at the time of the manufacture of the helmet.

Micromobility devices refer to the range of small, lightweight vehicles or devices incapable of operating at a top-assisted speed faster than 28 mph and driven by one person. These devices may include, but are not limited to, electric motor-assisted scooters, electric skateboards, Segways, hoverboards, skateboards with one or more wheels, or similar devices. Gas-powered devices are not included in this definition.

Micromobility Safety Course means the safety course taught by the Flower Mound Police Department. Its curriculum is designed to educate attendees regarding the contents and requirements of this article, other provisions of this code, state law relating to the operation of bicycles and micromobility devices on public streets and roadways, and recommended safety practices.

Nighttime means the period beginning one-half hour after sunset and ending one-half hour before sunrise, as established by the National Weather Service office located at Dallas-Fort Worth International Airport.

Public way or public property refers to any interest in real property owned or as an easement-or right-of-way, leased, or controlled by a governmental entity, including, but not limited to; a path, trail, sidewalk, alley, street or highway, or a public park.

Sec. 58-74. - General prohibitions.

- (a) It is unlawful for a child to operate a micromobility device or bicycle on a public way or on public property within the town unless the child is wearing a properly fitted helmet fastened securely.
- (b) It is unlawful for a parent to allow a child to operate a bicycle or micromobility device on a public way or on public property within the town in violation of this article.

Sec. 58-75. - Operation rules for micromobility devices.

It is unlawful to:

- (a) Operate a bicycle on a public way or property at nighttime in violation of Texas Transportation Code 551.104 Safety Equipment.
- (b) Operate a micromobility device on a public way or property at nighttime without a:
 - (1) lamp on the front of the device that emits a white light visible from a distance of at least 500 feet in front of the device, and
 - (2) a red reflector on the back of the device that is visible when directly in front of lawful upper beams of motor vehicle headlamps from all distances from 50 to 300 feet to the rear of the device, or a lamp that emits a red light visible from a distance of 500 feet to the rear of the device.

- (c) Use a handheld electronic device, including, but not limited to, a mobile phone or tablet, while operating a micromobility device or bicycle on a public roadway or public property.
- (d) Use any device, including, but not limited to, headphones or earphones, that inhibit or prevent the operator from hearing approaching vehicles from any direction while operating a micromobility device or bicycle on a public roadway or public property.

Sec. 58-76. - Pedestrians.

- (a) An operator of a micromobility device or bicycle shall yield the right-of-way to pedestrians.
- (b) The operator of a micromobility device or bicycle shall slow and provide an audible warning to pedestrians before passing them.

Sec. 58-77. - Penalties.

Any person found guilty of violating any of the terms of this article shall be fined an amount not to exceed \$50. For a first offense, proof of the completion of a Micromobility Safety Course may be presented to the court within 90 days of the entry of a plea of guilty or no contest to this matter in exchange for a refund of the fine. Subsequent offenses shall be fined an amount not to exceed \$100.”

SECTION 2

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

SECTION 3

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

SECTION 4

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be guilty of a misdemeanor and upon conviction shall be punished by a fine in accordance with Section 1-13 of the Code of Ordinances, Town of Flower Mound, Texas. Any person

found guilty of violating any of the terms of this article shall be fined an amount not to exceed \$50. Subsequent convictions shall be fined an amount not to exceed \$100.

SECTION 5

All rights and remedies of the Town are expressly saved as to any and all violations of the provisions of the Code of Ordinances, Town of Flower Mound, Texas, as amended or revised herein, or any other ordinances affecting the matters regulated herein that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance, but may be prosecuted until final disposition by the courts.

SECTION 6

The Town Secretary is hereby directed to publish in the official newspaper of the Town, the caption and penalty clause of this Ordinance as provided by the Town's Charter.

SECTION 7

This Ordinance shall be in full force and effect 30 days after the date of its passage and publication, and it is so ordained.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE ____ DAY OF _____, 2025.

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



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

DATE: May 5, 2025
FROM: Poornima Kashyap, Planning Manager
ITEM: **Consider a concept plan (MISC25-0001 – Grocery Store at Furst Ranch NE Corner) with a request for a deviation to computing parking and loading requirements pursuant to Section 82-73 of the Code of Ordinances. The property is generally located north of Cross Timbers Road and east of U.S. Highway 377. (PZ recommended approval by a vote of 5 to 0 at its April 28, 2025, meeting.)**

BACKGROUND:

- Property Size – Approximately 22.86 acres
- Zoning – MU-TMR (Transition to Major Roadway) subzone within Area A of the Mixed-Use District-2 (MU-2) for the Furst Ranch development
- Proposed use – Grocery store
- Building size – Approximately 110,000 square feet
- Deviation request – To allow a parking ratio of 1 parking space per 150 square feet for retail uses in place of the Town's required parking ratio of 1 parking space per 250 square feet.
- SMARTGrowth – Passed with previous MU application for Furst Ranch.
- Traffic Analysis – Passed with previous MU application for Furst Ranch. Updated Traffic Impact Analysis (TIA) is necessary with the Site Plan application to determine the location of turn lanes and the proportionate cost of traffic signal at Cross Timbers Road and U.S. Hwy 377.
- Incentives – This project is located within Tax Increment Reinvestment Zone #2.
- [Planning and Zoning Commission Staff Report Link](#)

BOARD REVIEW/CITIZEN FEEDBACK:

The Planning & Zoning Commission recommended approval by a vote of 5 to 0 at its April 28, 2025, meeting.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

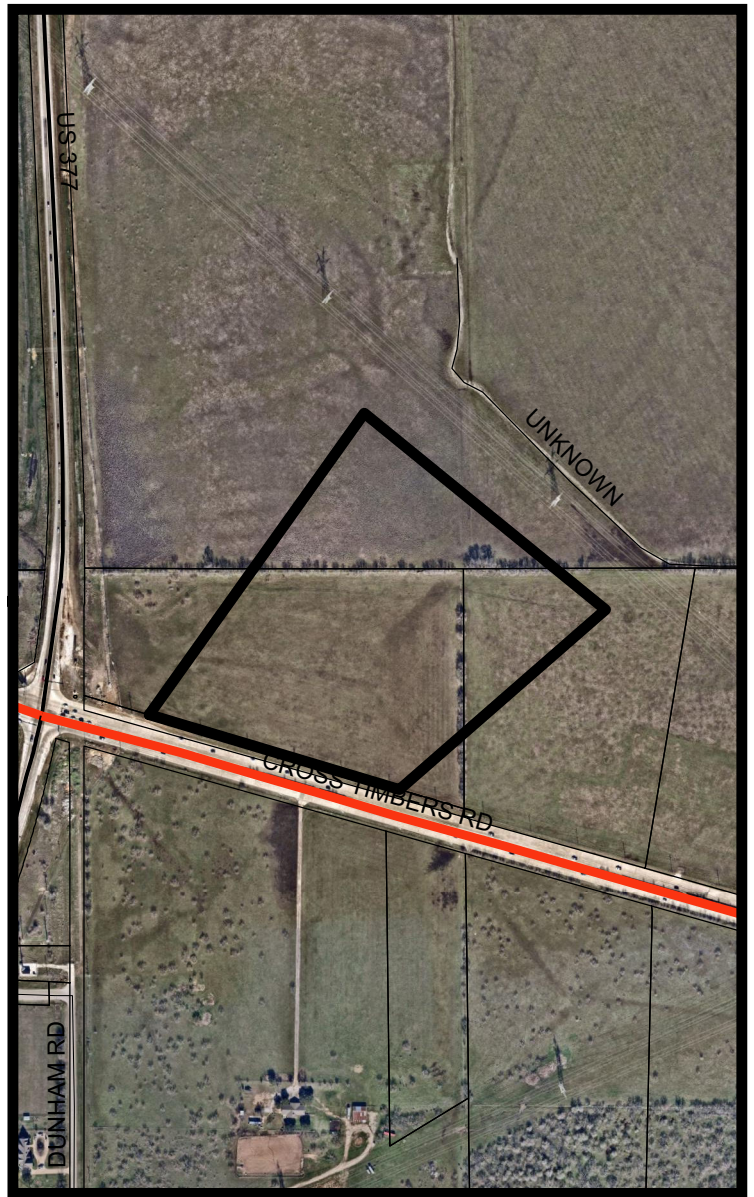
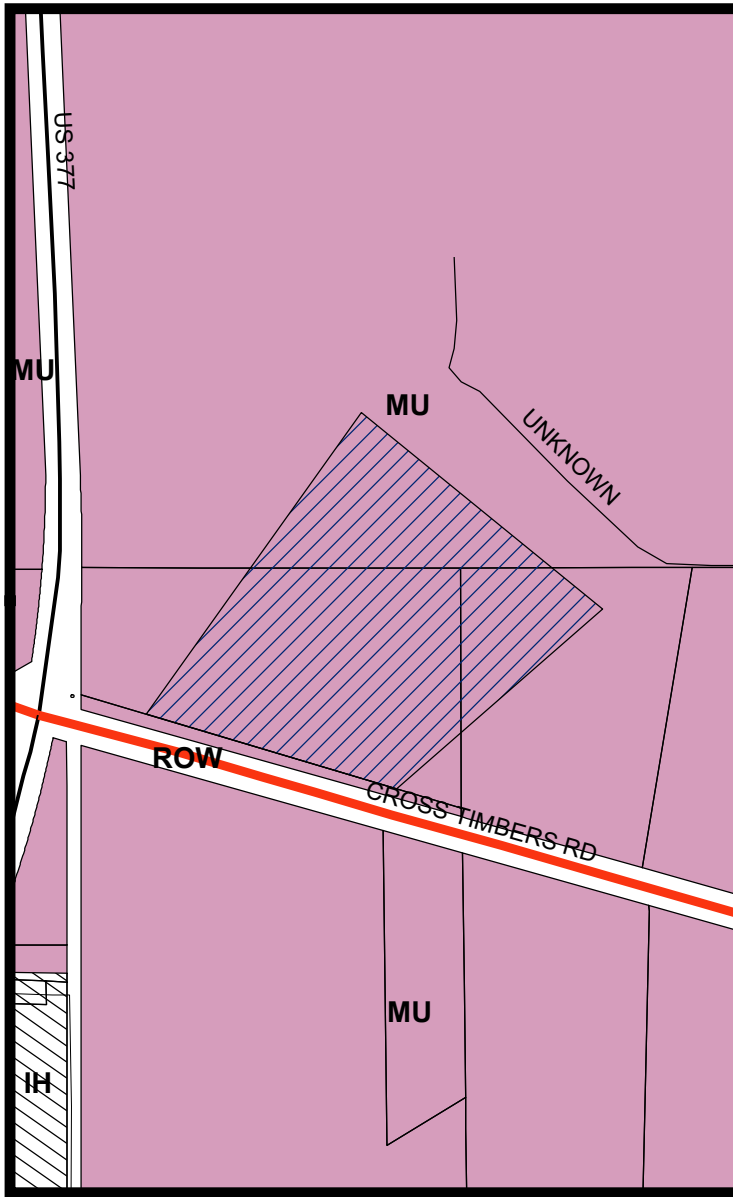
ATTACHMENTS:

1. Zoning & Aerial Map

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

Vicinity Map

MISC25-0001: Grocery Store at Furst Ranch NE Corner



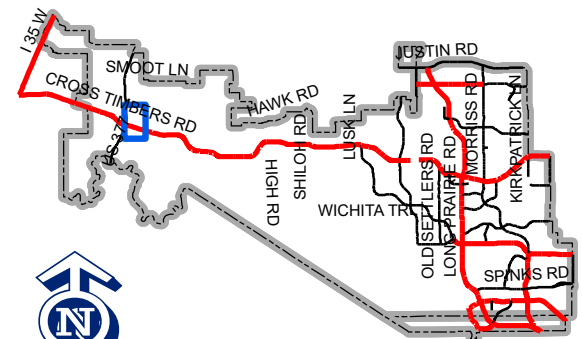
LEGEND

 Interim Holding  Mixed Use

 — Subject Property

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

0 500 1,000 2,000 Feet



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

DATE: May 5, 2025
FROM: Matthew Hotelling, Assistant Director of Public Works/Transportation
ITEM: **Public Hearing to consider an ordinance amending the Master Plan (MPA25-0002 - Monarch & Dixon Thoroughfare Amendment) to amend Section 7.0 - Thoroughfare Plan, of the Master Plan. Locations are generally located within the Monarch Development area and between Dixon Lane and Justin Road (FM 407). (Planning and Zoning recommended approval by a vote of 5 to 0 at the April, 28, 2025, meeting) (Transportation Commission recommended approval by a vote of 6 to 0 at the April 8, 2025, meeting)**

BACKGROUND: In January 2025, Town Council unanimously approved the Master Plan Amendment and the Zoning Planned Development project for the Monarch Development. The Monarch Development is generally located east of Interstate Highway (IH) 35W and northwest of the Canyon Falls Development. The overall Monarch development is approximately 200 acres in size and is a mix of Commercial and Residential uses. There are two different classifications of streets being proposed within the Monarch development area. The two classifications are Urban Collector and an Urban Minor Arterial. The layout of these two new classifications are shown in the attached vicinity map for this area. The alignment of these proposed thoroughfare streets matches the layout of the approved Monarch development. Based on the Traffic Impact Analysis (TIA), the majority of the trips generated by this development will ultimately come from the IH 35W. It is anticipated that at the beginning of Phase 2, there will be freeway access for this development. Based on the TIA, with the proposed changes, all streets are anticipated to operate at a Level of Service (LOS) C or better.

The second area for a proposed Thoroughfare Plan change is located generally north of Dixon Lane, south of Justin Road (FM 407), east of Long Prairie Road (FM 2499) and west of Windridge Lane. During the January 2009, Thoroughfare Plan Amendment, the Town proposed another north/south Urban Collector between Dixon Lane and Justin Road (FM 407) to accommodate future traffic generated in this area. At that point in time, there were no plans in mind for this large area of land north of Dixon. It was verbally agreed upon that in the future there would likely be a need for this roadway connection. Originally, it was conceived that the urban collector would tie into Justin Road (FM 407) at Marketplace. Since that time, there have been talks with the property owner in question and some concepts of varying uses for this property have been presented. It has been determined that this north/south urban collector is beneficial to the various land uses of this area. The general path of the urban collector from north to south would start at the intersection of Tartan Trail/Justin Road (FM 407) and meander through the property southward and connect to Dixon Lane at the Whyburn Drive intersection. The addition of this urban collector has been discussed with both the property owner and the engineering representatives for this property. The property owner has given a letter of support for this new urban collector crossing this property. This letter of support is attached to this agenda item. As new development site plans are submitted in this area, the Town will run a SMARTGrowth analysis to determine that the new urban collector operates at an acceptable LOS.

BOARD REVIEW/CITIZEN FEEDBACK: On April 8, 2025, the [Transportation Commission](#) (TRC) voted to recommend approval of the proposed Thoroughfare Plan amendment by a vote of 6 to 0.

The TRC wanted to know if these properties would have to be purchased by the Town or not. Each of these properties would have to dedicate the right of way as the properties are developed. Discussion was also held regarding Barnett Boulevard and Justin Road (FM 407) and the rezoning of the school boundaries for Lewisville Independent School District. For this thoroughfare plan amendment, it is better for the roadway to be aligned with Tartan Trail instead of Barnett Boulevard. Traffic operations will work better having direct access to Justin Road (FM 407) instead of having to cross through private property to get to Barnett Boulevard.

On April 28, 2025, the [Planning and Zoning](#) had minimal discussion. Planning and Zoning wanted to make sure that the support letter for the Dixon area owned all of the parcels from Dixon to Justin Rd (FM 407). The answer is yes.

ALTERNATIVES: Leave Thoroughfare Plan as is.

FISCAL IMPACT: N/A

N/A

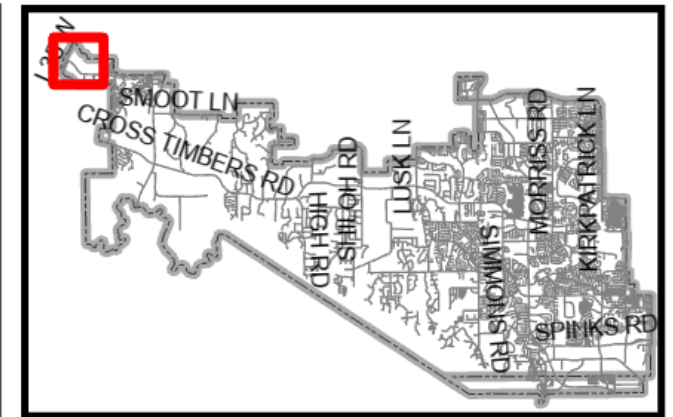
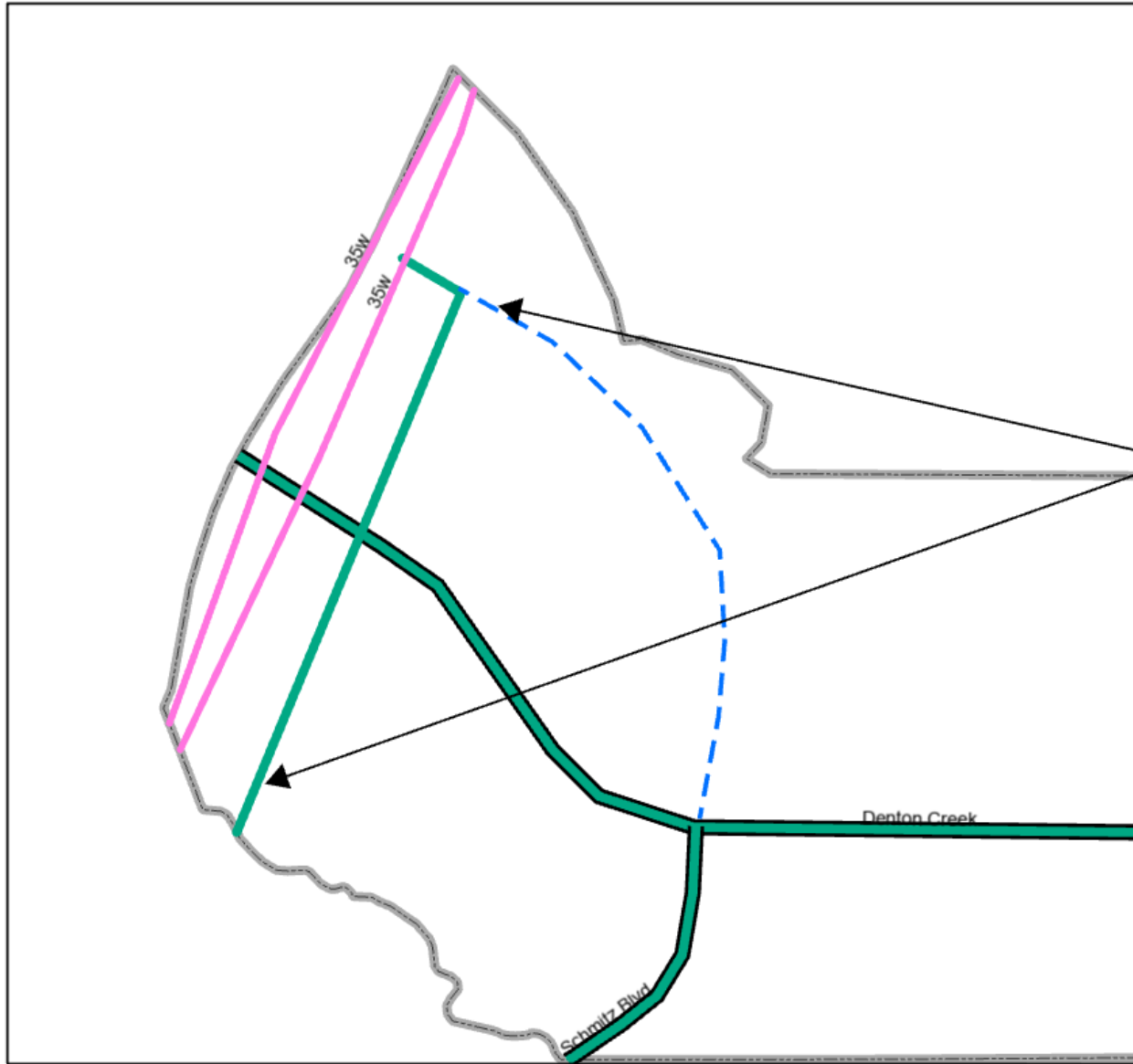
LEGAL REVIEW: Annabelle Ankling of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the ordinance as to form and legality.

ATTACHMENTS:

1. Vicinity Map Monarch
2. Vicinity Map Dixon
3. Draft Ordinance
4. Cottonwood - Letter of Support

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

Vicinity Map - Location of Monarch Thoroughfare Streets



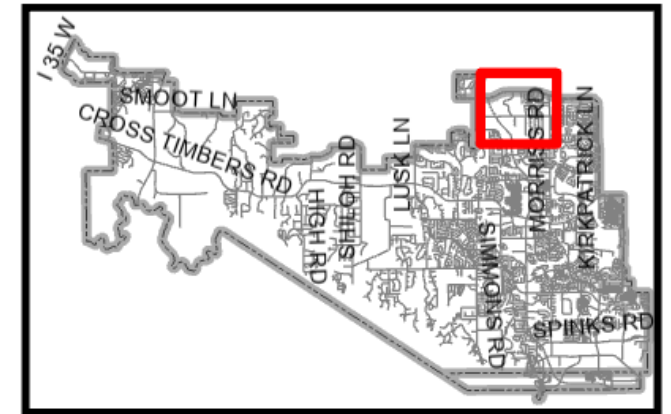
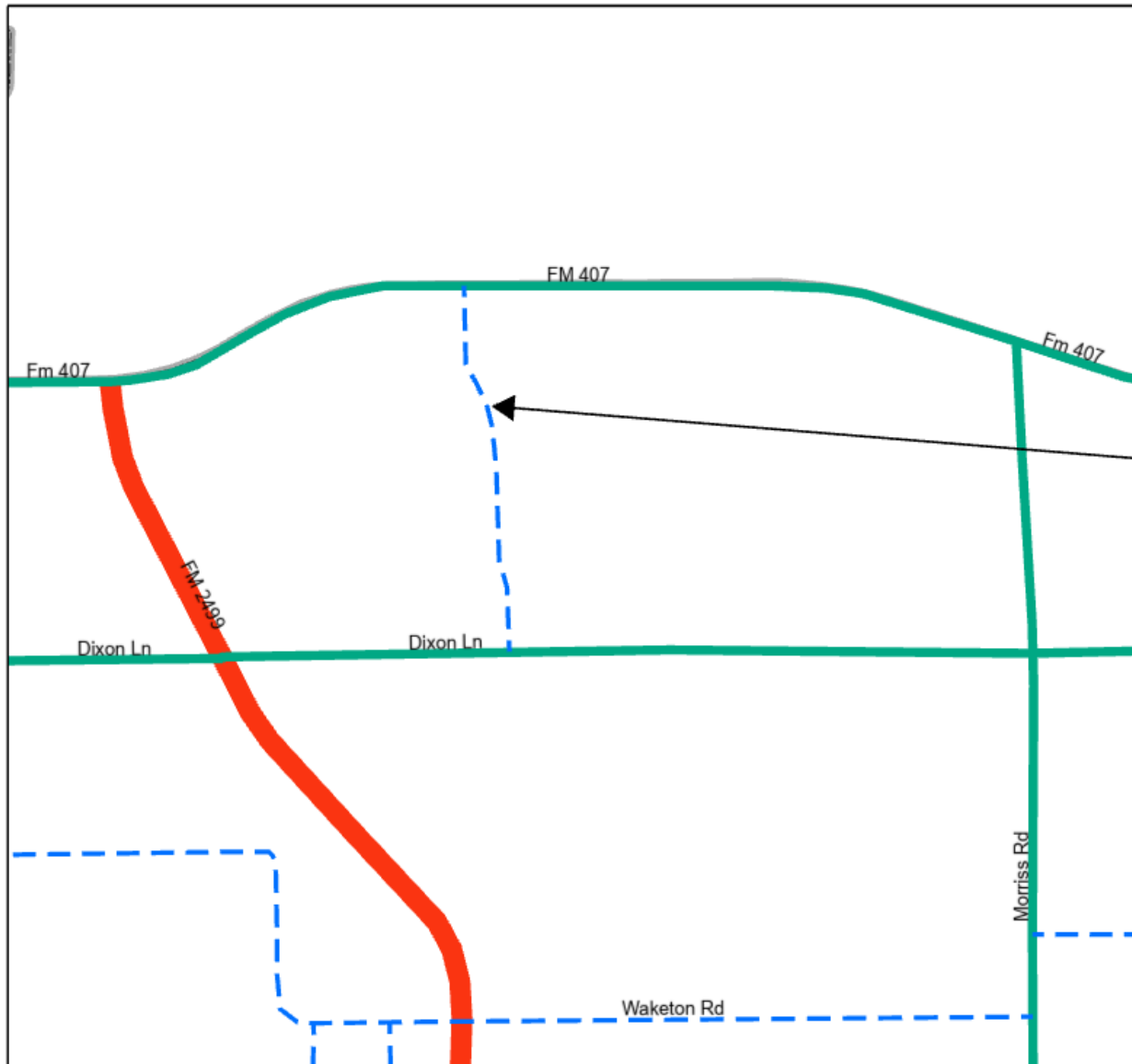
Project Locations

Legend

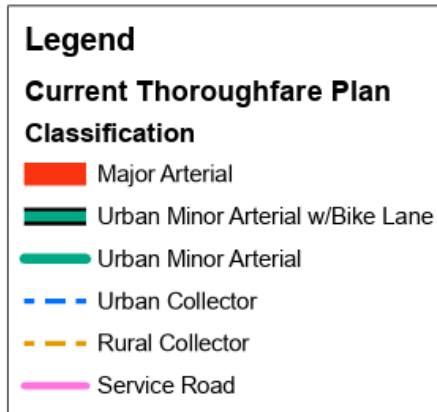
Current Thoroughfare Plan Classification

- Major Arterial
- Urban Minor Arterial w/Bike Lane
- Urban Minor Arterial
- Urban Collector
- Rural Collector
- Service Road

Vicinity Map - New Urban Collector between Dixon and Justin Rd (FM 407)



Project Location



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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE FLOWER MOUND 2001 MASTER PLAN BY AMENDING ORDINANCE NO. 24-01, WHICH ADOPTED THE MASTER PLAN, BY AMENDING APPENDIX, "THOROUGHFARE PLAN MAP," OF SECTION 7.0, "THOROUGHFARE PLAN," BY ADDING TWO SECTIONS OF URBAN MINOR ARTERIAL AND ONE SECTION OF URBAN COLLECTOR, GENERALLY LOCATED WITHIN THE MONARCH DEVELOPMENT, LOCATED EAST OF INTERSTATE 35W; BY ADDING ONE SECTION OF URBAN COLLECTOR BETWEEN WHYBURN DRIVE AND TARTAN TRAIL, LOCATED NORTH OF DIXON LANE AND SOUTH OF THE JUSTIN ROAD (FM 407), SAID LOCATIONS BEING MORE FULLY DESCRIBED IN EXHIBITS "A" AND "B" ATTACHED HERETO; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, on March 19, 2001, the Town Council of the Town (the "Town Council") adopted Ordinance No. 24-01, the Flower Mound 2001 Master Plan (the "Master Plan"), which consists of nineteen component plans, including Section 7.0, the Thoroughfare Plan, together with all amendments thereto; and,

WHEREAS, the Master Plan establishes and articulates a community-based vision to preserve the country atmosphere and natural environment that makes the Town a unique and desirable community, mitigates the ill effects of rapid and intense urbanization, creates a balanced tax base to ensure the Town's long-term economic health and prosperity; and ensures all development is of enduring and exemplary quality; and,

WHEREAS, the Planning and Zoning Commission of the Town held a public hearing on April 28, 2025, and the Town Council held a public hearing on May 5, 2025, with respect to the proposed Master Plan Amendment described herein; and,

WHEREAS, the Town has complied with all requirements of Chapter 213 of the Local Government Code; Chapter 78 of the Town's Land Development Regulations; and all other laws dealing with notice, publication, and procedural requirements for the approval of the Master Plan Amendment described herein; and,

WHEREAS, after public notice and public hearing as required by law, and upon due deliberation and consideration of the recommendation of the Planning and Zoning Commission and of all testimony and information submitted during the public hearings, the Town Council has determined that it is in the public's best interest and in support of

the health, safety, morals, and general welfare of the citizens of the Town that Section 7.0, "Thoroughfare Plan," of the Master Plan be amended as described herein;

NOW, THEREFORE, BE IT ORDAINED 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 Ordinance as if copied in their entirety.

SECTION 2

Appendix, "Thoroughfare Plan Map," of Section 7.0, "Thoroughfare Plan," of the Master Plan, as amended, is hereby amended as described below:

- Adding Urban Minor Arterial from the southern border of the Town to the northern Urban Collector within the Monarch Development turning west to the Interstate 35W intersection, said location being more fully described in Exhibit "A" attached hereto and incorporated herein.
- Adding Urban Collector from Denton Creek Boulevard northwesterly to Urban Minor Arterial, said location being more fully described in Exhibit "B" attached hereto and incorporated herein.
- Adding Urban Collector between the Dixon Lane/Whyburn Drive intersection northwesterly to the Justin Road (FM 407)/Tartan Trail intersection, said location being more fully described in Exhibit "B" attached hereto and incorporated herein.

The remainder of the Master Thoroughfare Plan Map component of the Master Plan is not amended hereby, and remains in full force and effect.

SECTION 3

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

SECTION 4

It is hereby declared to be the intention of the Town Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any

phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance, since the same would have been enacted by the Town Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 5

This Ordinance shall take effect and be in full force from and after the date of its passage, and it is so ordained.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 5TH DAY OF MAY, 2025.

APPROVED:

Cheryl Moore, **MAYOR**

ATTEST:

Theresa Scott, **TOWN SECRETARY**

Exhibit "A"

Vicinity Map - Location of Monarch Thoroughfare Streets

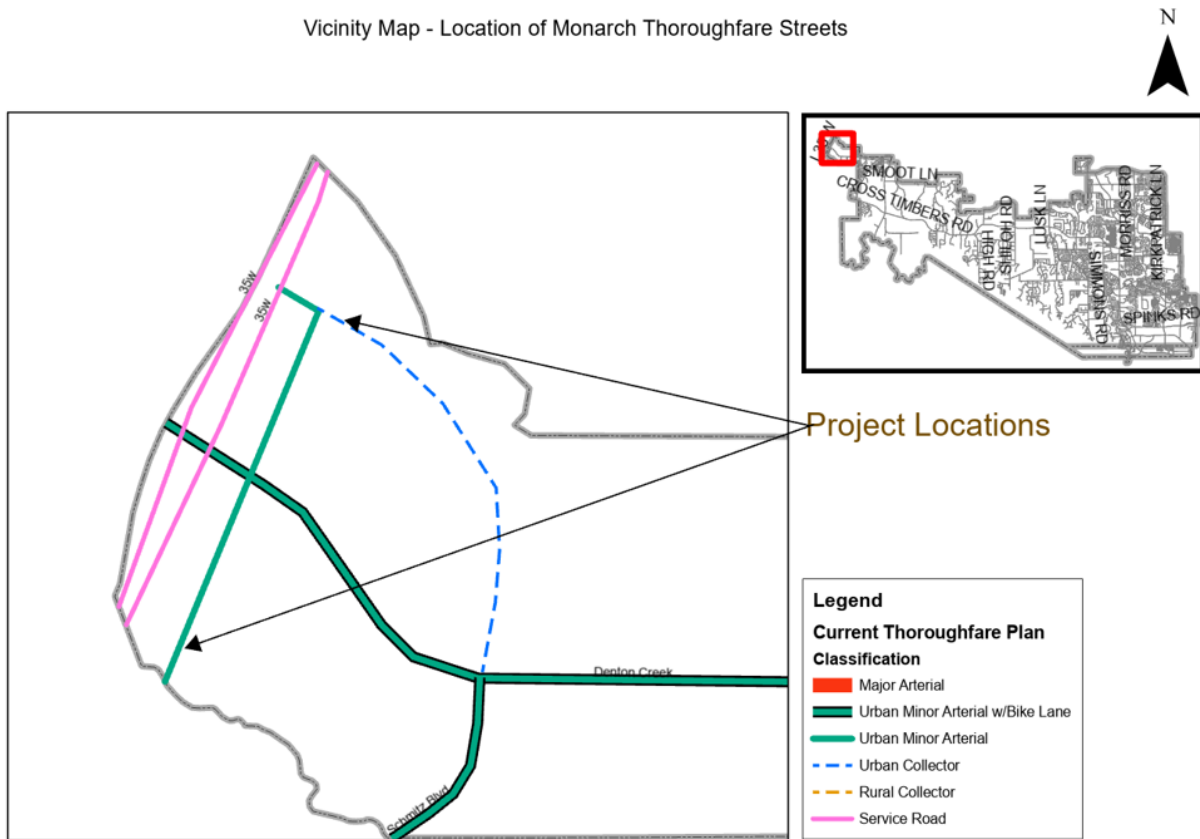
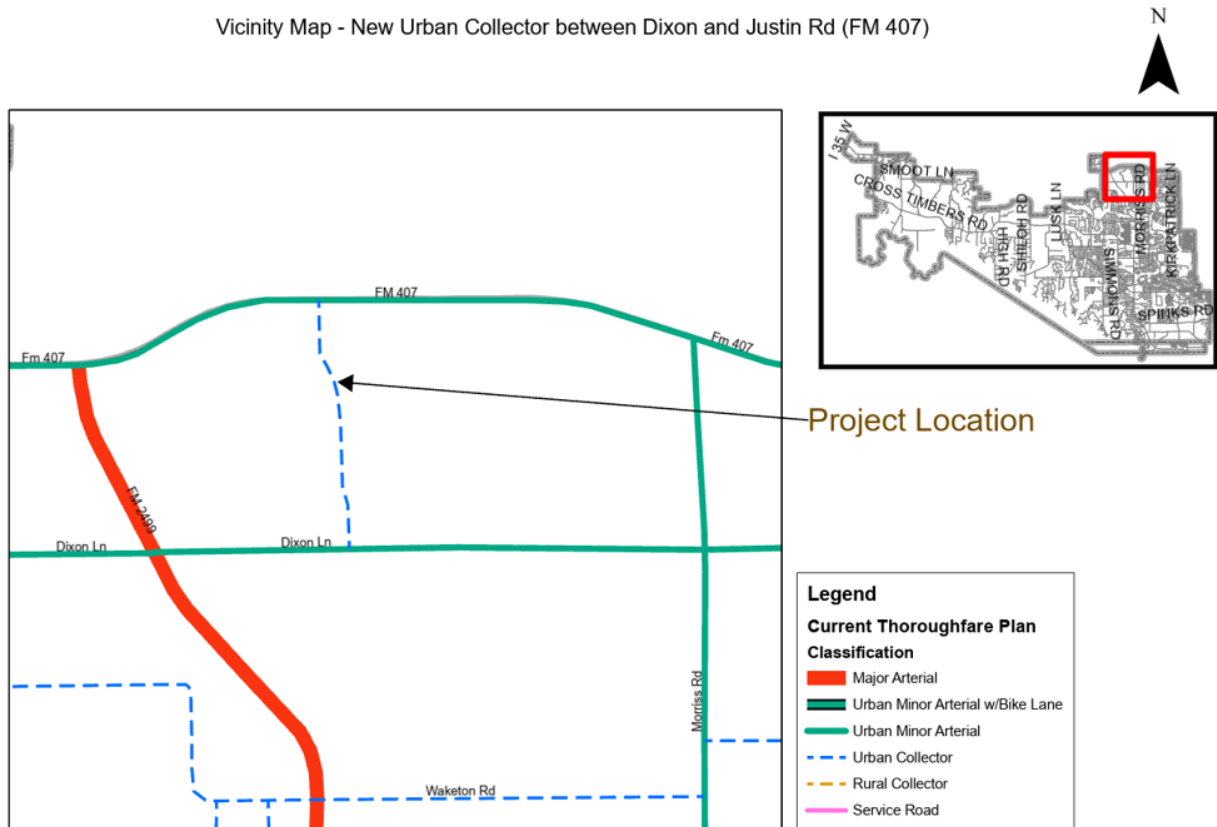


Exhibit "B"

Vicinity Map - New Urban Collector between Dixon and Justin Rd (FM 407)



March 28, 2025

Town of Flower Mound

Attn: Planning Department

2121 Cross Timbers Road

Flower Mound, TX 75028

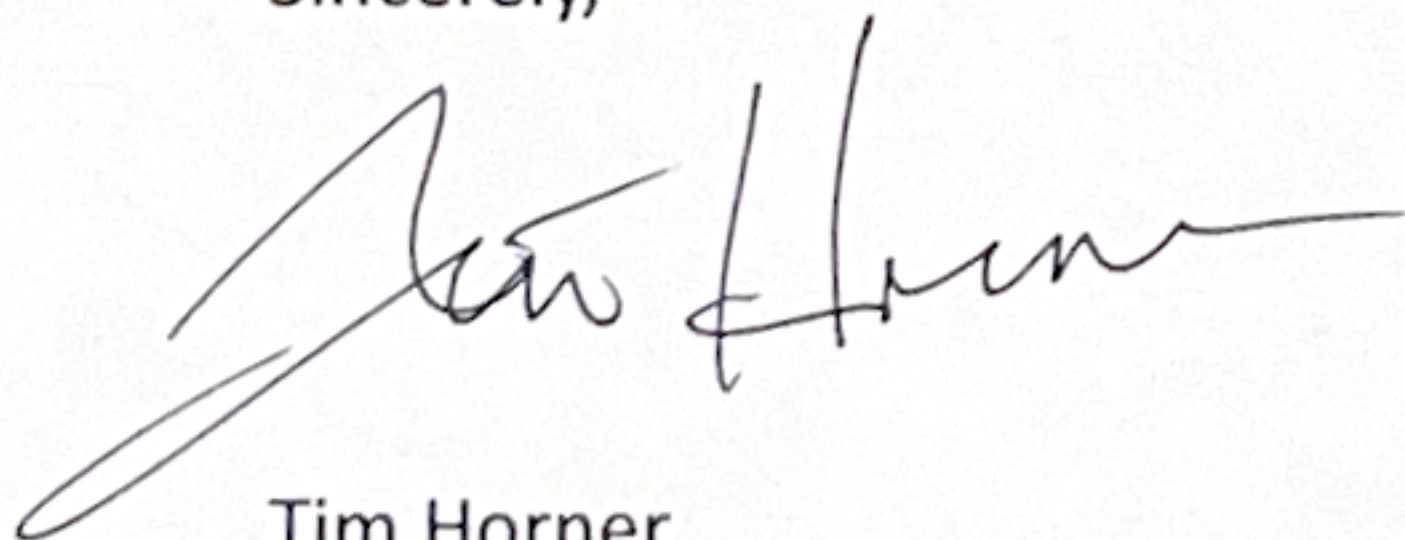
Dear Town of Flower Mound,

I am writing to express my support as the property owner for the inclusion of Whyburn Drive, between Dixon Lane and Justin Road, in the Town of Flower Mound's Thoroughfare Plan. I believe this addition will help support future development of my property and enhance connectivity to the surrounding area. Improved road access would not only benefit my property but also contribute to the overall growth and accessibility of the community.

I appreciate the Town's efforts to engage with stakeholders and plan for the future of Flower Mound. Please feel free to contact me if you need any additional information regarding my support for this proposal.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Tim Horner", with a stylized, flowing script.

Tim Horner

Property Owner

Justin/Dixon Properties, Ltd.