

Town Council Regular Meeting



July 6, 2026

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.

AGENDA

A. CALL TO ORDER

B. INVOCATION

C. PLEDGES

D. PRESENTATION(S)

1. Proclamation- Hometown Hero - Frankie Vaca

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, fill out a comment form (PDF). Note:

- Limited to three (3) minutes, a tone will sound at 30 seconds left and when time has expired, and times may be adjusted by the Mayor
- Direct comments to the Town Council
- State your name and the municipality where you reside

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. July 20 - Regular Meeting
2. July 30 and August 1 - Strategic Plan Retreat
3. August 3 - Regular Meeting

J. CONSENT ITEM(S)

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

1. Minutes 6/11 - Consider approval of the minutes from a work session held on June 11, 2026.
2. Minutes 6/15 - Consider approval of the minutes from a regular meeting held on June 15, 2026.
3. DOJ Bureau of Justice Assistance - Bulletproof Vest Partnership - Consider approval of a resolution accepting grant funds from the Department of Justice's Bureau of Justice Assistance for the purchase of bulletproof vests for the Police Department as part of the FY 2025 Bulletproof Vest Partnership.
4. CDBG PY2026 Action Plan - Consider approval of a resolution authorizing the adoption of the Program Year 2026 Action Plan for the Community Development Block Grant Program and authorizing the Mayor to execute same on behalf of the Town and submit to the U.S. Department of Housing and Urban Development.
5. Testing PSA - Timber Valley Dr and Fairfield Ln Reconstruction - Consider approval of a Materials Testing PSA with Alliance Geotechnical Group, for the materials engineering and testing services associated with the Timber Valley Dr and Fairfield Ln Reconstruction project, in the amount of \$86,640.00; and authorization for the Mayor to execute same on behalf of the Town.
6. Harvard Drive Reconstruction - Consider approval of the purchase of concrete removal and replacement services from Apex Concrete Construction, Inc., for work associated with the Harvard Drive reconstruction project, through the Town of Flower Mound contract No. 2023-56-A, Concrete and Drainage Improvement Services, in the amount of \$863,534.20.

7. Interlocal Agreement with the City of Grapevine - Consider approval of the Interlocal Agreement with the City of Grapevine to provide utility services to the property located at 4300 Lakeside Parkway and 4400 Lakeside Parkway.
8. VERF Vehicle Purchase - Public Works - Consider approval of the purchase of a 2026 Bobcat E88 R2 Excavator from Bobcat Equipment Company through Sourcewell Cooperative Contract # 020223-CEC for the Streets Division in the total amount of \$127,505.81; and authorization for the Mayor to execute same on behalf of the Town.
9. Security Cameras for Utility Sites - Consider approval of an agreement with GTS Technology Solutions, to provide surveillance equipment and installation at the Wastewater Treatment Plant and other utility sites, as part of the Water and Wastewater System Security Implementation Phase II project, through DIR contract CPO-4754, in the amount of \$156,904.15; and authorization for the Mayor to execute same on behalf of the Town.
10. Zoom Phones - Consider approval of the one-time purchase of employee phones and headsets from Presidio Networked Solutions Group, LLC, in the total amount of \$69,368.55; and authorization for the Mayor to execute same on behalf of the Town.

K. REGULAR ITEM(S)

1. Flower Mound Chamber of Commerce Annual Funding and Program Review - Presentation and discussion regarding the Town's Memorandum of Understanding (MOU) with the Flower Mound Chamber of Commerce and request for Council feedback and direction for the FY 2026-2027 budget.
2. LDR26-0001 - Time-Based Shared Parking - Public Hearing to consider an ordinance amending the Land Development Regulations (LDR26-0001 – Time-Based Shared Parking) by amending Chapter 82, "Development Standards," related to off-street parking. (PZ recommended approval by a vote of 5 to 0 at its June 22, 2026, meeting.)

L. WORK SESSION ITEM

1. Flower Mound Arts Center - Review and discuss the Flower Mound Arts Center proposed facility program and business plan covering governance, programming, operations, and a pro-forma operating budget.

M. 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.

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.

1. **Section 551.071: Consultation with Town Attorney**
Consultation with Town Attorney.
 - a. Reginald Rembert & Rembert Enterprises, Inc. v. Town of Flower Mound, Texas
 - b. Potential boundary adjustment matter
 - c. Local Government Code Chapter 552, Municipal Utilities
 - d. Texas Attorney General Op. No. KP-047
2. **Section 551.072: Deliberation Regarding Real Property**
Discuss and consider purchase, exchange, lease or value of real property for parks, trails, 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. **Section 551.074: Personnel Matters**
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.
 - a. Discuss the duties of the Municipal Court Judge.
4. **Section 551.087: Deliberation Regarding Economic Development Negotiations**
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.

O. RECONVENE

P. ADJOURN

I do hereby certify that the notice of above meeting for the Town of Flower Mound was posted at Town Hall, Town of Flower Mound, Texas, and on the Town's website in compliance with Chapter 551, Texas Government Code on June 29, 2026, by 5:00 p.m.

Traci Henderson, 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.

In accordance with section 551.043 of the Texas Government Code, the Taxpayer Impact Statement can be viewed by clicking [HERE](#).

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

Town Council Work Session

June 11, 2026



Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

7:00 p.m.

(Note later start time due to Grand Opening and Ribbon Cutting at
Peters Colony Memorial Park)

DRAFT MINUTES

A. CALL TO ORDER

Mayor Moore called the meeting to order at 7:00 p.m. with the following members present:

Cheryl Moore, Mayor
Adam Schiestel, Mayor Pro Tem
Brian Taylor, Deputy Mayor Pro Tem
Chris Drew, Councilmember Place 2
Janvier Werner, Councilmember Place 4
Clare Harris, Councilmember Place 5

Town Council member(s) absent:

Town Staff present:

James W. Childers, Town Manager
Traci Henderson, Town Secretary
Tommy Dalton, Assistant Town Manager
Lexin Murphy, Director of Development Services
Meg Jakubik, Strategic Services Director
JP Walton, Chief Strategic Officer

B. PUBLIC COMMENT

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- Direct comments to the Town Council
- State your name and the municipality where you reside

Names listed below do not necessarily reflect the order in which each person spoke, and all municipalities are located in Flower Mound unless otherwise indicated.

	Speaker name and municipality	Subject (as written on the form)
1.	Lori Walker	
2.	Clayton Flurry	Code Enforcement
3.	Aaron Mattlage	Code Enforcement Signage

C. WORK SESSION ITEM

1. Town Council Budget Work Session #2

Mayor Moore moved to hear agenda item 2 before agenda item 1.

Agenda Item 1:

Town Manager, James W. Childers introduced the item.

Meg Jakubik, Strategic Services Director, gave a presentation identifying or noting:

Budget process; FY 25-26 general fund budget; strategic focus areas and associated costs of departmental requests; staff forecasting; and forecasting caveats.

Town Council and staff discussed creative resource opportunities; long-range personnel forecasting and funding sources/options; program options to delay; general fund vs. special fund source options; healthcare; benchmark cities; Tax Increment Reinvestment Zone (TIRZ) funding; and Voter Approved Tax Rate Election (VATRE).

2. Presentation and discussion regarding the Town's permitting and enforcement process.

Agenda Item 2:

Town Manager, James W. Childers introduced the item.

Lexin Murphy, Director of Development Services, gave a presentation identifying or noting:

Walkthrough of the Development Process Overview step by step on the Town's website.

Town Council and staff discussed eTRAKiT software system training and navigation; helpful staff; signage; temporary signage; benchmark cities comparison; business needs; small business hub staff initiative; chamber and community partners;

Christa Crowe, Property Standards Manager, gave a presentation identifying or noting:

Approach to Code Enforcement; code map; enforcement process; and violation notice information.

Town Council and staff discussed sign violation numbers and top violations.

Mayor Moore returned to agenda item 1.

D. ADJOURN

Mayor Moore adjourned the meeting at 9:01 p.m.

TOWN OF FLOWER MOUND, TEXAS

CHERYL MOORE, MAYOR

ATTEST:

TRACI HENDERSON, TOWN SECRETARY

Town Council Regular Meeting



June 15, 2026

Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

6:00 p.m.

DRAFT MINUTES

A. CALL TO ORDER

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

Cheryl Moore, Mayor
Brian Taylor, Deputy Mayor Pro Tem
Chris Drew, Councilmember Place 2
Janvier Werner, Councilmember Place 4
Clare Harris, Councilmember Place 5

Town Council member(s) absent:
Adam Schiestel, Mayor Pro Tem

Town Staff present:
James W. Childers, Town Manager
Bryn Meredith, Town Attorney
Traci Henderson, Town Secretary
Tommy Dalton, Assistant Town Manager
Tiffany Bruce, Assistant Town Manager/Town Engineer
Lexin Murphy, Director of Development Services
John Zagurski, Chief Financial Officer
JP Walton, Chief Strategic Officer

B. INVOCATION

Chaplain Plunk gave the invocation.

C. PLEDGES

Mayor Moore led the Pledge of Allegiance to the United States and Texas flags.

D. PRESENTATION(S)

1. Proclamation- Hometown Hero - Adam Palacios

Mayor Moore recited the proclamation and presented it to Rose Palacios, mother of Adam Palacios, along with other members of his family.

2. Proclamation - Daughters of the American Revolution (American Revolution Experience)

Mayor Moore recited the proclamation and presented it to Judy Buckingham, Chapter Regent, Samantha Burnes, Chapter Honorary Regent & America 250! Committee Chair. Others in attendance: Judy Buckingham, Donna Spears, Andrea Tart, Pamela Dunham, and Angelina Brown.

Samantha Burnes, Chapter Honorary Regent & America 250! Committee Chair, provided remarks.

Jacque Narrell, Flower Mound Historical Commission Chair/Denton County Historical Commission, provided remarks.

3. Proclamation of July as Park and Recreation Month

Mayor Moore recited the proclamation and presented it to Chuck Jennings, Director of Parks and Recreation, Travis Cuniff, Assistant Director of Parks and Recreation, Jill Deramus, Special Events Manager, and many parks staff.

Mayor Moore moved to agenda item G. Town Manager's Report.

E. PUBLIC COMMENT

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

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Names listed below do not necessarily reflect the order in which each person spoke, and all municipalities are located in Flower Mound unless otherwise indicated.

	Speaker name and municipality	Subject (as written on the form)
1.	Missy Grau	Ethics & Taxes
2.	Si Simonson	Veterans Plaza Ceremony

3.	Sara Harper	
4.	Sam Pan* (Donated time to Sara Harper)	

** Indicates person did not wish to speak*

F. ANNOUNCEMENTS

1. Announcements from the mayor and council members

There were no announcements from the Mayor or Council members.

G. TOWN MANAGER'S REPORT

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

- a. Employee Service Recognition

Town Manager, James W. Childers, recognized the following employees:

Twenty (20) years of service

Justin Buck, Police Officer

Twenty Five (25) years of service

Michael Anderson, Police Officer

Matthew Brenner, Fire Captain

Jody Bruce, Fire Captain

Jason Hawley, Assistant Chief of Police

Those not present but acknowledged:

Steven Beagle, Fire Captain

William Chance Nelms, Fire Captain.

4. ECC Tree Initiative: Acorns to Post Oaks

Mr. Childers provided a brief update on ear-marking funds for a pilot program through the budget process.

Mayor Moore returned to agenda item E. Public Comments.

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).

Clare Harris:

A way to memorialize past board and commission service. Staff to bring back information during a future Town Manager's Report.

I. COORDINATION OF CALENDARS

Mayor Moore confirmed everyone will be at the July 6, 2026 Town Council meeting.

J. CONSENT ITEM(S)

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

ACTION: Chris Drew moved to approve consent items as presented.
Janvier Werner seconded the motion.
AYES: Janvier Werner, Chris Drew, Brian Taylor, Clare Harris
NAYS: None
ABSTAIN: None
RESULT: 4 : 0

1. Minutes 6/1 - Consider approval of the minutes from a regular meeting held on June 1, 2026.
2. Lakeside East Partial Release of Chapter 380 Agreement - Consider approval of (1) a Residential Site Restriction Agreement and (2) a Partial Release of Chapter 380 Agreement between the Town of Flower Mound and FM 2499 Retail Venture, LP, for approximately 11 acres in the Town of Flower Mound.
3. Post Oak Park Improvements Construction Agreement - Consider approval of a Construction Agreement with 2L Construction, LLC for the Post Oak Park Improvements Project, in the amount of \$956,788.20; and authorization for the Mayor to execute same on behalf of the Town.
4. NCTCOG Voting Representative - Consider a Resolution affirming the designation of a voting representative for the North Central Texas Council of Governments.

RESOLUTION NO. 12-26

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, DESIGNATING A VOTING REPRESENTATIVE FOR THE

2026 NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS (NCTCOG)
GENERAL ASSEMBLY; AND PROVIDING FOR AN EFFECTIVE DATE.

K. REGULAR ITEM(S)

1. Chinn Chapel Field Conversion Construction Agreement - Consider approval of a Construction Agreement with Paragon Sports Constructors, inc. for the Chinn Chapel Soccer Complex Multipurpose Field Turf Conversion project, in the amount of \$1,521,207.43; and authorization for the Mayor to execute same on behalf of the Town.

John Habern, Park Development Manager, gave a presentation identifying or noting:

The project overview; aerial view; current photos; verified bid results; and project schedule.

Town Council and staff discussed verified contractor reference checks.

ACTION:	Brian Taylor moved to approve K.1 as presented. Janvier Werner seconded the motion.
AYES:	Janvier Werner, Chris Drew, Brian Taylor, Clare Harris
NAYS:	None
ABSTAIN:	None
RESULT:	4 : 0

2. ZPD26-0002 - Lowe's Outdoor Storage - Public Hearing to consider a request for rezoning (ZPD26-0002 - Lowe's Outdoor Storage) to amend Planned Development District-27 (PD-27) with Retail District-2 (R-2) uses and Commercial District-2 (C-2) uses that is subject to Specific Use Permit 281 (SUP-281) for a Home Improvement Center to amend Specific Use Permit 281 (SUP-281) to allow for outdoor sales, display and storage; both temporary and permanent. The property is generally located east of Long Prairie Road and south of Justin Road. (PZ recommended approval by a vote of 4 to 2 at its June 8, 2026, meeting.)

Lexin Murphy, Director of Development Services, gave a presentation identifying or noting:

General and detailed location photos; land use and zoning; PD Amendment Plan photos; Town Code excerpt to include a list of uses; site photos; and summary request.

Applicant KK Yeow, Construction Manager for Lowe's Home Centers, LLC and Calvin Stallworth, Store Manager, Lowes Flower Mound 2516 gave a presentation identifying or noting:

Clear defined outdoor sales; maintain compliance; establish clear standards; exhibit review; current sales display areas; stacking options; and requested additional display areas.

Town Council and staff discussed fencing materials; additional height requested; loading zone in parking lot; business expansion; relocation of mulch pick-up; safety; appearance; and traffic.

Mayor Moore opened the public hearing. There being no one wishing to speak, Mayor Moore closed the public hearing.

ACTION:	Brian Taylor moved to approve K.2 subject to the notes provided in the meeting. Notes being: expand the lumber storage area to the south-west corner of the building; expand storage around the rear of the building; eliminate blue temporary mulch area in parking lot; allow seasonal sales of pumpkins and Christmas trees within identified areas; update maximum storage height to 9'; and submit updated plans for review and approval by staff. Janvier Werner seconded the motion.
AYES:	Janvier Werner, Chris Drew, Brian Taylor, Clare Harris
NAYS:	None
ABSTAIN:	None
RESULT:	4 : 0

L. WORK SESSION ITEM

1. Town Council Budget Work Session #3

Town Manager, James W. Childers introduced the item.

John Zagurski, Chief Financial Officer, gave a presentation identifying or noting: Six (6) year Property Tax Rate and exemption history; property tax preliminary values; property tax bill impact; overall impact of next year's budget; sales tax update; and appraisal notice examples/explained.

Town Council and staff discussed current steps staff is taking to reduce costs; funding options; legislative priorities; efforts by staff; and challenges.

M. BOARDS/COMMISSIONS

Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: Animal Services Board, Capital

Improvements Advisory Committee, Community Development Corporation, Cultural Arts Commission, Denton County Transportation Authority, Environmental Conservation Commission, Historical Commission, Parks Board, School Liaison Committee, SMARTGrowth Commission, Tax Increment Reinvestment Zone Number (TIRZ #1), Tax Increment Reinvestment Zone Number (TIRZ #2), Transportation Commission, and Veterans Liaison Board.

1. Denco 9-1-1 Board of Managers - Consider approval of a resolution casting the vote of the Town of Flower Mound, Texas, for the election of the Denco Area 9-1-1 District Board of Managers.

Town Secretary, Traci Henderson, presented the item.

RESOLUTION NO. 11-26

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, CASTING THE TOWN OF FLOWER MOUND'S VOTE FOR THE ELECTION OF THE DENCO AREA 9-1-1 DISTRICT BOARD OF MANAGERS; AND PROVIDING FOR AN EFFECTIVE DATE.

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 8:50 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. **Section 551.071: Consultation with Town Attorney**
Consultation with Town Attorney.

- a. Reginald Rembert & Rembert Enterprises, Inc. v. Town of Flower Mound, Texas
- b. Town Sign Regulations
- c. Texas Local Government Code, Chapter 229
- d. Potential boundary adjustment matter

2. **Section 551.072: Deliberation Regarding Real Property**
Discuss and consider purchase, exchange, lease or value of real property for parks, trails, 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. **Section 551.074: Personnel Matters**
Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: Board of Adjustment/Oil & Gas Board of Appeals, Planning and Zoning Commission, and Fire and Emergency Medical Services.
4. **Section 551.087: Deliberation Regarding Economic Development Negotiations**
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.

O. RECONVENE

The Town Council reconvened into the open meeting at 9:21 p.m.; There was no action taken as a result of the closed meeting.

P. ADJOURN

Mayor Moore adjourned the meeting at 9:21 p.m.

TOWN OF FLOWER MOUND, TEXAS

CHERYL MOORE, MAYOR

ATTEST:

TRACI HENDERSON, TOWN SECRETARY



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

DATE: July 6, 2026
FROM: Tanya Ferencak, Grants Coordinator - Financial Services
ITEM: **Consider approval of a resolution accepting grant funds from the Department of Justice's Bureau of Justice Assistance for the purchase of bulletproof vests for the Police Department as part of the FY 2025 Bulletproof Vest Partnership.**

BACKGROUND: The Town applied for and was awarded a grant in the amount of \$17,995.42 from the Department of Justice Bureau of Justice Assistance for the Fiscal Year 2025 Bulletproof Vest Partnership Program. The Bulletproof Vest Partnership Program reimburses municipalities up to 50% of the cost of body armor vests purchased for law enforcement officers, and the remaining 50% will come out of the General Fund Police Services budget.

If approved, this grant, along with the Town's match, will allow the Town to purchase at least 25 bulletproof vests for the Police Department.

This grant does not have a formal agreement the Mayor must sign. The Town received an email notification that we were awarded a grant under the FY 2025 Bulletproof Vest Partnership solicitation. The funds are already posted to the Town's Bulletproof Vest Partnership System and are ready to spend after Council's approval.

BOARD REVIEW/CITIZEN FEEDBACK: NA

ALTERNATIVES: NA

FISCAL IMPACT: NA

Proposed Expenditure/(Revenue)
\$17,995.42

Account Number(s):
370-725-97064-2300

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

ATTACHMENTS:

1. Bulletproof Vest Partnership (BVP) Program Application Period Open
2. Attachment 1- Resolution

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

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U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS

Bulletproof Vest Partnership (BVP) Program Application Period Open

OJP Communications sent this bulletin at 10/20/2025 05:07 PM EDT

[View as a webpage / Share](#)



NEWS from BJA

BUREAU OF JUSTICE ASSISTANCE • OFFICE OF JUSTICE PROGRAMS

Dear BVP Participant:

The Office of Justice Programs' [Bureau of Justice Assistance](#) is opening the Fiscal Year (FY) 2025 [Bulletproof Vest Partnership \(BVP\) Program](#) application period today, Monday, October 20, 2025. All applications must be submitted online at [Bulletproof Vest Partnership: Login \(usdoj.gov\)](#) by **6:00 pm Eastern Time on Friday, December 19, 2025.**

The purpose of the BVP Program is to reimburse states, units of local government, and federally recognized Indian tribes, *i.e.*, jurisdictions, for up to 50 percent of the cost of body armor vests purchased for law enforcement officers. Please see the [BVP Fact Sheet](#) for detailed information on the BVP Program. In addition, detailed guides and training

materials for the BVP application process and the payment request process can be found at [BVP Program Resources](#). For other questions about the BVP program please see the updated [BVP Frequently Asked Questions \(FAQs\)](#).

FY 2025 BVP Program and Application Requirement Highlights

- **Eligibility:** States, units of local government, and federally recognized Indian tribes, i.e., jurisdictions that employ eligible law enforcement officers are eligible to apply for BVP funds. Multiple law enforcement agencies (LEAs) within the same jurisdiction must submit their own application information and vest needs to the jurisdiction. The jurisdiction will then submit the LEA applications in one submission to BJA. This includes colleges and universities. All public colleges and universities are considered LEAs under their respective jurisdiction.
- **System for Award Management (SAM) Registration Requirement:** An active registration in SAM is required to receive funds. Jurisdictions not registered with SAM are strongly encouraged to access the SAM website at [SAM.gov](#) as soon as possible in order to obtain information on and complete the online SAM registration process. Applicants should ensure that current bank routing and bank account information is included in the SAM.gov profile, as the banking information in the SAM at the time of application will be used to transfer reimbursement funds to your jurisdiction. For more information about renewing and updating your existing SAM registration, or registering in SAM as a new entity, please access the SAM support materials here [SAM Help](#). The SAM Helpdesk can be reached at (866) 606-8220.
- **DIAMD Registration Requirement:** The first step to obtain access to the BVP system is onboarding to OJP's Digital Identity and Access Management Directory (DIAMD). DIAMD is a single-sign-on gateway service with multi-factor authentication. If you are an OJP grant program applicant or recipient, you may already have an account registration with DIAMD, and your BVP user account will be added to the OJP systems you access through DIAMD. Please see the BVP login page for details: <https://vests.bja.ojp.gov/bvp/login/externalAccess.jsp>. Detailed instructions can be found in the [User Account Activation Guide](#).
- **Body Armor Vest Requirements:** Body armor vests purchased with BVP funds must have been tested through the National Institute of Justice (NIJ) [Compliance Testing Program \(CTP\)](#) and found to comply with the most current NIJ body armor standards, appear on the [NIJ Compliant Products List](#) as of the date the body armor was ordered, be uniquely fitted, and be made in the United States. NIJ has started adding vests to the compliant products list for the new [0101.07 Standard](#). FY 2025 BVP funds may be used for the purchase of eligible vests listed on the 101.06 Standard and the 0101.07 Standard. In addition, applicants must have a written mandatory wear policy for uniformed patrol officers in place at the time of application. Detailed information on the mandatory wear requirement can be found in the [Mandatory Wear FAQs](#).
- **Items to Review:** To ensure that program participants are submitting applications that accurately reflect their vest needs for the next two years, please review the program guidance below. Prior to submitting an application for FY 2025 BVP funds:
 - Verify that the number of vests indicated on the application does not exceed actual agency needs. Review all currently deployed vests for those that will need to be replaced during the next two years, according to the replacement cycle indicated on your BVP system profile. Applications for funds should reflect the number of vests your agency needs to replace within the next two years, and vests for officers your agency anticipates hiring in the next two

years. (New hires can be anticipated based on the average number of officers hired over the most recent three years.)

- Ensure that the application accurately reflects the current market cost for the vests identified on the application.
- Review previous year(s) BVP funding to identify any unspent funds that might currently be available for BVP needs.

Your careful attention to actual vest needs will help ensure that all eligible jurisdictions submitting requests will receive the maximum award allowable based on available funding and distribution guidelines.

For questions regarding this email or for assistance with the online application process, please contact the BVP Help Desk at 1-877-758-3787, or email vests@usdoj.gov.

In addition, please visit BJA’s Officer Robert Wilson III Preventing Violence Against Law Enforcement Officers and Ensuring Officer Resilience and Survivability (VALOR) Initiative website to obtain other information regarding officer safety: [VALOR Officer Safety and Wellness Initiative](#).

The VALOR Initiative is a comprehensive set of programs that deliver no-cost officer safety, wellness, resilience training, resources, and technical assistance to law enforcement throughout the country. VALOR brings together the latest research and practices to address current and emerging officer safety and wellness issues/threats. Please see the [BJA VALOR Initiative](#) booklet for a detailed synopsis of this important initiative.

Sincerely,

BVP Program Team
Bureau of Justice Assistance
Office of Justice Programs
U.S. Department of Justice



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS



BJA
Bureau of Justice Assistance
U.S. Department of Justice

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

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FROM THE DEPARTMENT OF JUSTICE'S BUREAU OF JUSTICE ASSISTANCE FOR THE FISCAL YEAR 2025 BULLETPROOF VEST PARTNERSHIP PROGRAM; APPROVING THE PURCHASE OF BULLETPROOF VESTS FOR THE TOWN'S POLICE DEPARTMENT USING AWARDED GRANT FUNDS; PLEDGING THAT THE TOWN OF FLOWER MOUND WILL COMPLY WITH ALL PROGRAM REQUIREMENTS OF THE BULLETPROOF VEST PARTNERSHIP PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound (the "Town") applied for and has been awarded a grant in the amount of \$17,995.42 from the Fiscal Year 2025 Department of Justice's Bureau of Justice Assistance for the Bulletproof Vest Partnership Program to provide funding for the purchase of bulletproof vests for the Town of Flower Mound Police Department (the "Department"); and,

WHEREAS, the Town Council of the Town finds that it is in the best interest of the health, safety, and general welfare of the citizens of the Town to accept the awarded grant funds and authorize the purchase of bulletproof vests for the Department with said funds;

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

SECTION 1

All of the above recitations are true and correct and adopted as if fully set out herein.

SECTION 2

The Town approves and accepts the awarded grant amount of \$17,995.42 from the Fiscal Year 2025 Department of Justice's Bureau of Justice Assistance for the Bulletproof Vest Partnership Program.

SECTION 3

The grant funds are hereby authorized to be used to fund equipment in accordance with the grant award and will be used only for the purposes for which they are intended under the program as outlined in the award announcement attached hereto as Exhibit A.

SECTION 4

This Resolution shall be effective upon its adoption.

RESOLUTION NO. _____

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER
MOUND, TEXAS, BY A VOTE OF _____ TO _____ ON THIS THE 6TH DAY OF JULY, 2026.**

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Traci Henderson, TOWN SECRETARY



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

DATE: July 6, 2026
FROM: Tanya Ferencak, Grants Coordinator - Financial Services
ITEM: **Consider approval of a resolution authorizing the adoption of the Program Year 2026 Action Plan for the Community Development Block Grant Program and authorizing the Mayor to execute same on behalf of the Town and submit to the U.S. Department of Housing and Urban Development.**

BACKGROUND: This item is to consider approval of Flower Mound's Program Year 2026 Annual Action Plan, which specifies that Community Development Block Grant (CDBG) funds will continue to be used for planning and administration, to subsidize Town-wide transit service for the Town's elderly and adults with severe disabilities, and to continue funding the Residential Rehabilitation Program. In 2002, the U.S. Department of Housing and Urban Development recognized Flower Mound as an Entitlement Community having a population exceeding 50,000 and awarded the Town yearly CDBG funds.

The Town's 2026 allocation is \$273,152. To receive funding, the law requires the Town to prepare and maintain a five-year Consolidated Plan and a yearly Action Plan declaring how CDBG funds will be used. Each year, the Town sets out in detail which annual activities it will carry out and how much money will be spent on them. The Town's CDBG Executive Advisory Committee evaluates available information and considers citizen input prior to making a recommendation to the Town Council as to how CDBG funds can be used most effectively. Flower Mound's Program Year 2025-2029 Strategic Plan for Housing and Community Development was approved by the Town Council on August 4, 2025.

BOARD REVIEW/CITIZEN FEEDBACK: Grant staff held a public hearing on June 25, 2026 to discuss the Action Plan. The Action Plan was also available for public comment for 30 business days on the Town website, at the Library, and at Town Hall.

ALTERNATIVES: N/A

FISCAL IMPACT: \$277,989

Proposed Expenditure/(Revenue)
\$277,989.00

Account Number(s):
361-4605

LEGAL REVIEW: The Town's standard CDBG form, prepared by Taylor, Olson, Adkins, Sralla, & Elam L.L.P., was used to draft this agreement. No alteration to the legal content of this form document was made.

ATTACHMENTS:

1. Attachment 1- Resolution

2. PY 2026 Action Plan Town Council - Attachment 2
3. Non-State-Certifications
4. SF424

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

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

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, PROVIDING FOR THE ADOPTION OF FLOWER MOUND'S PROGRAM YEAR 2026 ACTION PLAN UNDER THE TOWN'S COMMUNITY DEVELOPMENT BLOCK GRANT; AUTHORIZING THE MAYOR TO EXECUTE AND SUBMIT THE PLAN ON BEHALF OF THE TOWN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Program Year 2026 Action Plan (the "Plan") must be adopted by the Town of Flower Mound, Texas (the "Town") in order to fulfill the requirements of the Housing and Community Development Act of 1974, as amended, the National Affordable Housing Act of 1990, as amended, the Stewart B. McKinney Act of 1987, as amended, and Title 24, Part 91.520 of the Code of Federal Regulations; and,

WHEREAS, the Plan has been made available for public review and comment for a period of thirty (30) business days; and,

WHEREAS, the Town's Community Development Block Grant Advisory Committee (the "Committee") held a public hearing to allow for public comments regarding the Plan; and,

WHEREAS, the Committee received no public comments during either of the aforementioned opportunities for feedback; and,

WHEREAS, the Town Council has determined that it is in the best interest of the residents of the Town to adopt the Plan and to authorize the Mayor to execute and submit the Plan on behalf of the Town to the U.S. Department of Housing and Urban Development;

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

SECTION 1

All of the above recitations are true and correct and adopted as if fully set out herein.

SECTION 2

The Town's Program Year 2026 Action Plan for Housing and Community Development, attached hereto as "Attachment 2," is hereby adopted.

SECTION 3

The Mayor is authorized to execute the Plan for Housing and Community Development on behalf of the Town and submit it to the U.S. Department of Housing and Urban Development.

SECTION 4

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____, ON THIS THE 5th DAY OF AUGUST, 2024.

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Tracey Henderson, TOWN SECRETARY

ATTACHMENT 2



TOWN OF FLOWER MOUND

PROGRAM YEAR 2026

ANNUAL ACTION PLAN

Prepared for the U. S. Dept. of Housing and Urban Development

Annual Action Plan
2026

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Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

In 1994, the U.S. Department of Housing and Urban Development (HUD) issued new rules that consolidated the planning, application, reporting and citizen participation processes for four of its formula grant programs, including the Community Development Block Grant (CDBG) program. The new single-planning process was intended to more comprehensively fulfill three basic objectives: to provide decent housing, to provide a suitable living environment and to expand economic opportunities, especially for those of low-and moderate-income. It was termed the *Consolidated Plan for Housing and Community Development*.

According to HUD, the Consolidated Plan (Con Plan) is designed to be a collaborative process whereby a community establishes a unified vision for housing and community development actions. It offers communities the opportunity to shape these community development programs into effective and coordinated community development strategies. It also allows for strategic planning and citizen participation to occur in a comprehensive context.

As an entitlement community, the Town of Flower Mound (Town) receives an annual share of federal CDBG funds. The Town has prepared its PY 2026 Action Plan to meet the guidelines set forth by HUD and outline how the CDBG funds will be utilized to meet federal and local goals.

The Town of Flower Mound has continually demonstrated a commitment to serving its residents with the greatest needs. In addition to carrying out its CDBG-funded projects, the Town reaffirms this commitment by executing numerous other activities that benefit the entire community, including Flower Mound's low-and moderate-income residents. These activities include improving and maintaining public facilities, parks, recreational facilities, streets and sidewalks; planting trees; funding residential rehabilitation; maintaining the standard residential homestead exemption, as well as the homestead exemption for those with disabilities and individuals sixty-five years and older; and fostering a balanced tax base and increased local employment by working to increase the number of businesses located in Flower Mound.

This PY 2026 Action Plan serves as a baseline for measuring program effectiveness and ensuring the Town meets its housing and community development goals. The information in this plan is gathered through consultation with local organizations, businesses, public officials and Town staff; public outreach and community meetings; and a review of demographic and economic data.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The PY 2026 Action Plan requires that the Town assess its needs related to housing, homelessness and community services. Based on the level of CDBG funding expected to be received each year, priorities established by the Community Development Advisory Committee, feedback from public comments and surveys, and relevant local/state/national needs information, the Town has determined objectives for the next five years, including its two primary goals:

- 1) Preserve and rehabilitate the Town's aging housing stock.
- 2) Address the Town's lack of public transportation and its effects on seniors and residents with disabilities.

To address these needs, the Town proposes a strategy that focuses on residential infrastructure and services for those of low- to moderate-income, especially seniors and adults with disabilities.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The Town of Flower Mound's CDBG investments have been used to make long-lasting impacts on the Town's residents.

It is important to note that the Town expended all of its CDBG funds for activities that principally benefitted low-and moderate-income residents, with the exception of funds allocated toward Planning and Administration. Past performance of these activities helped lead Flower Mound to choose its goals and projects for this 2025-2029 Con Plan.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The Citizen Participation Process includes the integral participation of a 12-member Community Development Advisory Committee. The Committee is comprised of Town employees from various departments, as well as the Town Manager and CFO. In addition to oversight and input from the Committee, the Town also hosts one public hearing, as well as public comment period that last 30

business days. The Town promotes the public meetings through local print media, as well as postings at Town Hall, the Library and information on social media and the Town's website.

During years in which the Town develops a Con Plan, the Town includes an additional public hearing and a more expansive public comment period. Additionally, while drafting Con Plans, the Town utilizes a public survey to solicit detailed concerns and comments from residents. The survey is available electronically on the Town's website and is promoted on the Town's social media site.

Throughout the development of the PY 2026 Action Plan, the Town consults with a number of individuals, agencies, and service providers to help establish funding priorities and plan objectives for the course of the next year.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

All comments were taken into consideration and incorporated into one of the adopted strategies as applicable.

6. Summary of comments or views not accepted and the reasons for not accepting them

N/A

7. Summary

The PY 2026 Action Plan sets forth objectives, strategies and goals for improving the quality of life for Town residents, especially those of low-to moderate-income. It assesses the needs and provides an analysis of housing, homelessness, and other community development issues. The Town will undertake these efforts in accordance with HUD guidance and requirements.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	FLOWER MOUND	Financial Services

Table 1 – Responsible Agencies

Narrative (optional)

Leadership responsibility for the success of this program ultimately rests with the Town of Flower Mound and, more specifically, with the Financial Services Department. Financial Services staff assist in coordinating the efforts of the entities involved, making periodic progress reports to federal, state and local governmental bodies and encouraging involvement from the business community.

Consolidated Plan Public Contact Information

Town of Flower Mound

c/o Tanya Ferencak Grants Coordinator

2121 Cross Timbers Road Flower Mound,

TX 75028

972-874-6040

tanya.ferencak@flowermound.gov

Annual Action Plan
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AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The Town of Flower Mound's Budget and Strategy Division is responsible for coordinating the consultation process for the PY 2026 Action Plan. The Citizen Participation Plan outlines the Town's policies and procedures for citizen input and participation in the grant process. The PY 2026 Action Plan is published on the Town's website and made available for review at Town Hall and the Flower Mound Library. The Citizen Participation Plan lays out the process for citizens and groups to provide the Town with information on housing and community development needs as part of the preparation of the PY 2026 Action Plan. Additionally, the Town conducts at least one public hearing during the development process before the PY 2026 Action Plan are published for comment and at least one public hearing during the 30-day comment period to obtain citizens' views and to respond to all comments and questions. Public hearings are held at Town Hall, which is easily accessed by all citizens. The Town also provides updates and information about the process at agency meetings such as the Agency Roundtable and the Denton County Homeless Coalition meetings.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

As needed, the Budget and Strategy Division provides technical assistance and information to private and public organizations that seek to provide affordable housing and support services to residents of Flower Mound. The Town will continue to promote and emphasize the need for greater coordination between all agencies active in Flower Mound so as to minimize the duplication of efforts. Efforts to enhance coordination between the public and private sector will ensure that needs are being properly addressed and that resources are being maximized.

In preparing the PY 2026 Action Plan, the Town consulted with and collected information from other Town departments and outside agencies that have responsibility for administering programs covered by or affected by the Action Plan. Some of the key providers and agencies include:

- Denton Housing Authority
- Denton County Homeless Coalition

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The Town of Flower Mound is an active member of the Denton County Homeless Coalition. According to the most recent PIT count data, there are zero known homeless persons in Flower Mound and staff participates in the meetings to ensure that services are available should the need arise.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

Although the Town does not receive an allocation of Emergency Solutions Grant funding, the Town coordinates with the local Continuum of Care (COC) through regular attendance, membership, and participation in the Denton County Homeless Coalition. The Town also has historically assisted the Coalition with the annual Point In Time Count and coordination with the COC and the Coalition in finalizing results and utilizing data for planning of homeless services.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	SPAN
	Agency/Group/Organization Type	Services-Elderly Persons Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	SPAN Transit is the primary provider for the Town-wide transportation service program.
2	Agency/Group/Organization	CHRISTIAN COMMUNITY ACTION (CCA)
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Christian Community Action is the primary service provider in Flower Mound. CCA provides various services to our area including a food pantry, rental assistance, utility assistance and a health clinic.

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3	Agency/Group/Organization	Journey to Dream
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Homelessness Needs - Unaccompanied youth
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Journey to Dream provides services for at-risk youth, including a Transitional Living Program for homeless youth working toward independence.
4	Agency/Group/Organization	CASA of Denton County
	Agency/Group/Organization Type	Services-Children Services-Victims of Domestic Violence Child Welfare Agency
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CASA of Denton County will recruit, train and support volunteers to advocate for children affected by abuse and neglect. We utilize trained and supported volunteers in order to ensure our work stays connected to the community to which the children belong. In this way, the community serves itself to create a better place for us all.
5	Agency/Group/Organization	DENTON CO. FRIENDS OF THE FAMILY
	Agency/Group/Organization Type	Services-Victims of Domestic Violence Services-homeless Services-Education Services - Victims
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Denton County Friends of the Family assists survivors of domestic violence with emergency shelter, basic service needs, legal assistance, etc.
6	Agency/Group/Organization	PediPlace
	Agency/Group/Organization Type	Services-Children Services-Health
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	PediPlace's mission is making healthcare a reality for every kid. Our vision is that all North Texas children have access to quality, safe, equitable, compassionate, family-centered healthcare. PediPlace is a non-profit pediatric healthcare provider for children, birth through eighteen years of age.
7	Agency/Group/Organization	CHILDREN'S ADVOCACY CENTER FOR DENTON COUNTY
	Agency/Group/Organization Type	Services-Children Services-Victims of Domestic Violence
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Children's Advocacy Center for North Texas and our partners are the front-line responders to reports of child abuse in Denton County, Wise County, and Jack County. We are the only non-profit organization allowed by state law to coordinate a multi-disciplinary approach to child abuse cases, providing education, healing, and justice to children, families, and our community. Mandated by Texas Family Code, we provide evidence-based, trauma-informed counseling and specialized victim services to children and their nonoffending family members who have been traumatized by physical abuse, neglectful supervision, or sexual assault.

8	Agency/Group/Organization	Town of Flower Mound
	Agency/Group/Organization Type	Housing Other government - Local Planning organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Various Town departments were consulted to complete the Py 2026 Plan.
9	Agency/Group/Organization	City of Lewisville - Code Enforcement Dept.
	Agency/Group/Organization Type	Other government - Local Planning organization

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Town utilized information from the City of Lewisville's Neighborhood Services Department to complete the PY 2026 Plan.
10	Agency/Group/Organization	Special Abilities of North Texas
	Agency/Group/Organization Type	Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Special Abilities of North Texas (SANT) is the longest-operating licensed Individualized Skills and Socialization (ISS) provider in Denton County, serving the community since 1993. Our mission is to provide the highest quality care, training, and support to adults with developmental disabilities, giving them opportunities to succeed in life, family, and the community. SANT operates a daily program in Lewisville serving Adults

Identify any Agency Types not consulted and provide rationale for not consulting

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Denton County Homeless Coalition	The Strategic Plan incorporates strategies and efforts implemented by the CoC

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

To ensure coordination, notices were published in the local newspaper regarding public hearings and periodic updates were given at various meetings to social service agencies with an interest in Flower Mound, Denton County, and the region. The Town of Flower Mound consistently works closely with the City of Lewisville, the City of Denton and Denton County on joint efforts related to homelessness. As many services are provided to Flower Mound residents at the County level or by neighboring jurisdictions, the Town works with these efforts in mind in developing its PY2026 Action Plan

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The Citizen Participation Process includes the integral participation of a 12-member Community Development Advisory Committee. The Committee is comprised of Town employees from various departments, as well as the Town Manager and Deputy Town Manager and Chief Financial Officer. In addition to oversight and input from the Committee, the Town also hosts two public hearings and provides a public comment period for 30 business days for the PY 2026 Action Plan. The Town promotes the public meetings through local print media as well as postings at Town Hall and the Library. Information is also published on the Town’s social media accounts and the Town website.

The culmination of these efforts is included throughout this plan and is integrated in establishing the Town’s priority needs and subsequent goals.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Non-targeted/broad community	0	No comments received		

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Hearing	Town Council Mgt	0	No comments		
3	Newspaper Ad	Non-targeted/broad community	0	No comments		
4	Internet Outreach	Non-targeted/broad community	0	No comments		https://flowermound.gov/789/Community-Development-Block-Grant

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

This section discusses the estimated resources that will be used to meet the goals of the PY 2026 Action Plan.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	277,989.00	0.00	521,005.36	798,994.36	814,609.00	Funds will be put to transportation program and Residential Rehab expected amount remainder of the Year 2 Annual Action Plan.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The Town's Budget and Strategy Division is the lead agency for the implementation of the Town's Community Development Plan. Internally, the Budget and Strategy Division works in collaboration with all Town departments to deliver projects, services and other benefits to eligible clients. Externally, the Department works with clients and sub-recipients of the program.

The Budget and Strategy Division is the lead agency for the administration of CDBG funding. To effectively implement the Community Development Plan, funding for the Department comes from CDGB funds as well as the Town Council. The Town Council makes available an estimated \$300,000 a year in General Fund dollars to fund agencies that are actively engaged in the provision of social services and cultural arts in Flower Mound.

In exchange for the funding, the agencies and organizations work toward the provision of social services to residents in need. The Town, along with the City of Lewisville, hosts a quarterly roundtable for those who provide services to Town residents as an outlet for collaboration and networking.

There are no matching requirements for CDBG funds.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The Town does not intend to use publicly owned land or property to fulfill the goals of the PY2026 Action Plan.

Discussion

The Town will utilize its CDBG funding over the course of the PY 2026 Action Plan period to fund the goals and objectives as outlined by this Plan.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Preserve Existing Housing Stock	2025	2029	Affordable Housing	Town of Flower Mound	Housing Rehabilitation	CDBG: \$196,291.00	Homeowner Housing Rehabilitated: 3 Household Housing Unit
2	Transportation Services	2025	2029	Non-Homeless Special Needs	Town of Flower Mound		CDBG: \$41,689.00	Public service activities for Low/Moderate Income Housing Benefit: 25 Households Assisted
3	Planning and Administration	2025	2029	Planning and Administration			CDBG: \$40,000.00	Other: 1 Other

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Preserve Existing Housing Stock
	Goal Description	

2	Goal Name	Transportation Services
	Goal Description	Continue to fund the Town's Town-wide transit service for the Town's elderly who are 65 years or older and adults with severe disabilities who are 18 years or older. This is a Town-wide project to be carried out within the boundaries of the Town of Flower Mound, Denton County, Texas.
3	Goal Name	Planning and Administration
	Goal Description	Up to 20 percent of total CDBG grant expenditures will be used for planning and administration activities to ensure that its Programs are carried out effectively.

Projects

AP-35 Projects – 91.220(d)

Introduction

This document serves as the Town of Flower Mound's PY 2026 Action Plan for the Community Development Block Grant (CDBG) Program. In accordance with 24 CFR Part 91.220, which accompanies Title I of the Housing and Community Development Act of 1974, as amended, the Town of Flower Mound is required to submit a One-Year Action Plan to the U.S. Department of Housing and Urban Development. The plan outlines the specific projects and services that will be funded during the 2025 program year to address Flower Mound's strategies stated in the PY 2026 Action Plan for Housing and Community Development. The following five-year goals were identified in the PY 2026 Action Plan.

- Preserve the Town's existing housing stock through the Residential Rehabilitation Program. Planning and Administration. Transportation services through a Town-wide program for age 65 or older and adults with disabilities.

This section details the projects proposed for the PY 2026 program year.

Projects

#	Project Name
1	Residential Rehabilitation Program
2	Planning and Administration
3	Town-wide Transit

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The Town, under advisement from the Community Development Advisory Committee, has allocated funds to its various projects based on past performance and anticipated need. The largest obstacle the Town faces in addressing the underserved needs is a lack of sufficient resources.

AP-38 Project Summary
Project Summary Information

1	Project Name	Residential Rehabilitation Program
	Target Area	
	Goals Supported	Preserve Existing Housing Stock
	Needs Addressed	Housing Rehabilitation
	Funding	CDBG: \$423,131.00
	Description	The goals of this Program are to expand the supply of decent, safe, sanitary, and affordable housing; to correct health and safety hazards in deteriorated housing; and to extend the useful life of existing housing units.
	Target Date	8/31/2027
	Estimate the number and type of families that will benefit from the proposed activities	3 low to moderate income households.
	Location Description	Town of Flower Mound.
	Planned Activities	Housing rehabilitation and repair for up to \$60,000 a household.
2	Project Name	Planning and Administration
	Target Area	
	Goals Supported	Planning and Administration
	Needs Addressed	
	Funding	CDBG: \$47,500.00
	Description	This Project covers the administration costs of the CDBG Program, including 1/2 the salary of the Grants Coordinator, contract administration, publication of public notices, office equipment and supplies, monitoring, and all other related expenses.
	Target Date	8/31/2027
	Estimate the number and type of families that will benefit from the proposed activities	0
	Location Description	Town of Flower Mound.

	Planned Activities	Utilize funding to pay for half the salary of the Grants Coordinator position, which will only be applied to time spent on CDBG activities or activities geared toward low to moderate income residents. Also to be applied to contract administration, publication of public notices, office equipment and supplies, monitoring, and all other related expenses.
3	Project Name	Town-wide Transit
	Target Area	
	Goals Supported	Transportation Services
	Needs Addressed	Public Service- Transportation
	Funding	CDBG: \$41,698.00
	Description	Subsidize the cost in providing a Town-wide transit service for the Town's elderly who are 65 years or older and adults with severe disabilities that are 18 years or older. The Town will contract with Special Programs for Aging Needs to provide the service. Flower Mound General Funds will also be used as needed.
	Target Date	8/31/2026
	Estimate the number and type of families that will benefit from the proposed activities	Low to moderate income senior and disabled residents.
	Location Description	Town of Flower Mound
	Planned Activities	Subsidize the cost in providing a Town-wide transit service for the Town's elderly who are 65 years or older and adults with severe disabilities that are 18 years or older. The Town will contract with Special Programs for Aging Needs to provide the service. Flower Mound General Funds will also be used as needed.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Because of the size of the Town's allocation, the Advisory Committee decided not to target a certain area of the Town. All of the activities are intended to have a Town-wide benefit.

Geographic Distribution

Target Area	Percentage of Funds
Town of Flower Mound	100

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

During the course of the plan year, the Town of Flower Mound does not intend to target a specific area of interest. Instead, funds will be utilized to provide programs that serve low-to moderate-income residents throughout the Town.

Discussion

Please see above

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

This section summarizes the affordable housing goals for the PY 2026 Action Plan. Regardless of the final CDBG allocation amount, the Town of Flower Mound will allocate 70.5 percent of its total PY 2026 CDBG allocation to fund the rehabilitation of homes owned and occupied by low-to moderate-income households through the Residential Rehabilitation Program. A large portion of the households applying for funds have members who are elderly and/or have a disability.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	5
Special-Needs	0
Total	5

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	3
Acquisition of Existing Units	0
Total	3

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

The Town of Flower Mound will allocate 70.5 percent of its total PY 2026 CDBG allocation to fund the rehabilitation of low-to moderate-income owner-occupied houses. It is anticipated that three households will be served through the Residential Rehabilitation Program.

AP-60 Public Housing – 91.220(h)

Introduction

N/A

Actions planned during the next year to address the needs to public housing

N/A

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

N/A

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

N/A

Discussion

N/A

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

This section describes the activities planned during the 2026 – 2027 program year to address the needs of people who are homeless and other non-homeless special needs.

The Town will not allocate funds this plan year to directly address the needs of the homeless. Instead, the Town's strategy to address the needs of the homeless and the needs of persons who are not homeless but require supportive help is to identify and partner with community agencies that have the resources to provide necessary services, to maintain an awareness of the level of need and to address specific needs as they are identified. Flower Mound has made efforts to identify and locate the chronically homeless. In the most recent Point in Time count, the Denton County Homeless Coalition conducted a count of homeless persons throughout Denton County. Zero homeless individuals were identified in Flower Mound during the count.

Potential obstacles to completing these action steps include limited funding available to the Denton County Homeless Coalition, Christian Community Action, and similar organizations, each of which play a major role in advocating for and addressing the needs of the most vulnerable members of our community.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

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

Outreach to persons experiencing homelessness is carried out through the Town's partners, such as Christian Community Action and Journey to Dream. Flower Mound allocates a portion of general funds each year to support Journey to Dream and its efforts to provide support to a growing population of homeless teens, including life skills training and access to community resources. Additionally, the organization runs Kyle's Place, which is a transitional living program for homeless and foster youth.

Aside from giving teens a safe place to sleep and basic necessities, Kyle's Place offers programs and the support homeless youth need to get back on their feet and succeed. A portion of the Town's General Fund dollars also supports Christian Community Action and its efforts to prevent homelessness, including rental assistance, a food pantry and comprehensive case management. The Town also collaborates with the Denton County Homeless Coalition (DCHC). DCHC conducts monthly meetings and is attended by representatives from area cities, service providers and faith-based groups. The meetings provide a forum for problem solving, information sharing and referral services. Agencies that serve a

wide variety of special needs in locations throughout the cities of Flower Mound, Lewisville and Denton regularly attend and participate.

Addressing the emergency shelter and transitional housing needs of homeless persons

Flower Mound Staff will continue to participate in the Denton County Homeless Coalition over the next year. This network of providers serves as a catalyst for developing and providing needed services to those individuals and families who are homeless or at risk of becoming homeless in the Denton County. Barriers to achieving this would include a lack of funding sources available to the Coalition.

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

Flower Mound Staff will continue to participate in the Denton County Homeless Coalition over the next year. This network of providers serves as a catalyst for developing and providing needed services to those individuals and families who are homeless or at risk of homelessness in Denton County.

Through the use of coordinated entry, the DCHC uses locations within the County to assess the needs of homeless persons and families. This service will assess the current housing situations of the household and connect them with any available housing resources. These efforts help reduce the time the households experience homelessness, as well as prevent homelessness by linking households with services in an efficient manner for all service providers within the County. Barriers to achieving this would include a lack of funding sources available to the Coalition.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The Town will serve as a referral source for individuals and families with children at imminent risk of becoming homeless. Town staff will identify and contact providers who offer the services needed by individuals and families. Additionally, the Denton County Homeless Coalition, of which the Town is a part, follows discharge plans through partnerships with local hospitals and other systems of care to help ensure that persons are not being discharged into homelessness. These efforts utilize existing resources

within the County to help connect those in need with available service providers.

Discussion

Please see above.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The Fair Housing Committee discussed a few items that the Town should continue to address in order to ensure that unanticipated barriers to affordable housing do not develop. To address the identified issues and ensure that unanticipated barriers do not develop in the future, the Town will benefit from:

- The SMART Growth Commission continuing its periodic review of development criteria to help mitigate the ill effects of overcrowding and congestion, including overburdened infrastructure, facilities, and services. The Fair Housing Committee continuing its routine review of the Town's zoning and subdivision ordinances, building codes and impact fees; and when necessary, bringing any potential impediments to the attention of management and the Town Council. The Economic Development Division working closely with the Chamber of Commerce to provide business and retention development programs with incentives for economic development. The Budget and Strategy Division continuing to foster partnerships with community agencies established to provide the necessary resources for affordable housing and identifying populations such as the elderly, youth, and female head-of-households living below the poverty level and ensuring services are targeted to those areas where larger percentages of low- and moderate-income families reside. The Library Services Department ensuring that residents are made aware of job training and job search workshop opportunities available at the Town of Flower Mound Library.

Discussion:

Please see above.

AP-85 Other Actions – 91.220(k)

Introduction:

This section reports additional efforts the Town will undertake during the PY 2026 program year to address residents' housing and community development needs.

Actions planned to address obstacles to meeting underserved needs

Limited funding and resources to address the most complicated situations are the primary obstacles to meeting underserved needs in Flower Mound. The Town will allocate an estimated \$200,000 in General Fund dollars to its social service partners to help meet the basic unmet needs of residents, including food, medical care, clothing and emergency housing assistance.

Actions planned to foster and maintain affordable housing

Housing priorities and objectives Flower Mound hopes to achieve during the next year include continuing the Residential Rehabilitation Program, facilitating the availability of affordable housing for disabled and senior citizens, and fostering a balanced tax base:

- Residential Rehabilitation Program - Based on citizen input and direction from Town Council, Flower Mound started a Residential Rehabilitation Program in 2013. The Program is designed to assist low- and moderate- income homeowners in Flower Mound with the rehabilitation of their single-family, owner-occupied houses. The Program will pay for the rehabilitation up to \$60,000.
- Affordable housing for the disabled and senior citizens- the Town has a \$150,000 exemption of the appraised value of residence homesteads owned by those with disabilities and/or individuals 65 years or older. For the most recent year, this increase has affected about 4,500 property accounts. The Town also recently approved a 12.5% homestead exemption for all Flower Mound homeowners, which went into effect in 2024, on 6/16/25 Flower Mound Town Council raised the exemption from 12.5% to 20% with ordinance 21.25.
- Fostering a balanced tax base - The current ratio of assessed residential taxable values compared with assessed commercial taxable values is 72% residential to 28% commercial with the remaining land being undeveloped. The Town's Land Use Plan projects a build out percentage of assessed residential taxable value to assessed commercial taxable value that is

64% residential to 36% commercial.

During the next year, Town staff will continue working closely with the Chamber of Commerce to provide business and retention development programs with incentives for economic development. This will help ensure an increase in the number of businesses locating to Flower Mound resulting in a more balanced tax base and increased local employment opportunities.

Actions planned to reduce lead-based paint hazards

The Town of Flower Mound's housing activity, the Residential Rehabilitation Program, is carried out through the Community Development Block Grant. The Town of Flower Mound has no housing activities that are carried out through programs such as HOME, the Emergency Shelter Grant or Housing Opportunities for Persons with AIDS.

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

Based on Task Force recommendations, the Town's Environmental Services Department was identified as Flower Mound's point of contact for lead-based paint issues. This Department will continue to maintain and update the supply of educational materials available at Town Hall, as well as information on the Town website. For the Residential Rehabilitation Program, occupants of units constructed prior to 1978 will receive proper notification of Lead-Based Paint (LBP) hazards and all projects will be subject to implementation of the Federal Lead-Based Paint Regulations in accordance with the most recently published CDBG grant management manual chapter on Lead-Based Paint.

Actions planned to reduce the number of poverty-level families

Flower Mound's actions to reduce the number of poverty-level families during the next year include economic development, tax exemptions for senior citizens and those with disabilities, leveraging

resources, and serving as a referral source:

- Economic development – Data from the 2023 American Community Survey 5-year Estimates show that, at 4.0%, Flower Mound's poverty level is well below the 7.0% throughout Denton County and the 13.8% throughout the State of Texas
- Additionally, according to 2023 ACS 5-Year Estimates, the Town's unemployment rate of 2.3% is lower than Denton County's rate of 2.8%, the State's 3.3% rate, and the Nation's rate of 3.3%. Flower Mound's lower rates can be attributed to the Town's proximity to numerous major employers and educational institutions throughout the Dallas-Fort Worth area. Despite this, Flower Mound is committed to goals, programs, and policies that further reduce the Town's poverty level, including leveraging resources and serving as a referral source. Additionally, it should be noted that within Town limits, only 28% of the tax base is commercial. While Flower

Mound's property, county and school taxes are among the lowest in the surrounding area, 72% of the Town's tax base is comprised of residential development, placing a disproportionate tax burden on homeowners. Community efforts during the past few years have resulted in an increase in commercial properties in Flower Mound. During the next year, Town staff will continue to work closely with the Chamber of Commerce to provide business and retention development programs with incentives for economic development.

- Tax Exemptions for the disabled and senior citizens- the Town has a \$150,000 exemption of the appraised value of residence homesteads owned by those with disabilities and/or individuals 65 years or older. For the most recent year, this increase has affected about 4,500 property accounts. The Town also recently approved a 12.5% homestead exemption for all Flower Mound homeowners, which went into effect in 2024. Then, on 6/16/25, Council raised the exemption from 12.5% to 20% with ordinance 21.25.
- Leveraging resources - Town staff will continue to liaison with community agencies established to provide the necessary resources for affordable housing and other needed services. These include the Denton Housing Authority, which offers rental assistance and self-sufficiency training and the Denton Workforce Center/Texas Workforce Commission, which offers training and supportive services leading to employment. In addition, the Town will continue to participate in the Denton County Homeless Coalition.
- Serving as a referral source - To help ensure residents who need services are aware of available providers, Town staff will maintain established links to service providers on the Town website. In addition, the Town will continue to post information about available job training and job search workshop opportunities on the Town's website, at the library, and on the Town's cable

television station.

These actions will assist in reducing the poverty level of Flower Mound families by increasing local employment opportunities, reducing homeowner costs for senior citizens and those with disabilities.

Actions planned to develop institutional structure

The Town will promote and emphasize the need for greater coordination between all agencies active in Flower Mound so as to minimize the duplication of efforts. Cooperative efforts in applying for available funds will be initiated between public and private housing providers so as to maximize the potential for being awarded funds by the State and Federal Government. Efforts to enhance coordination between the public and private sector will ensure that needs are properly addressed and that resources are maximized. Additionally, the Town's continued involvement with the Denton County Homeless Coalition will help ensure open communication and networking opportunities between the Town and the various service providers in the area.

Actions planned to enhance coordination between public and private housing and social service agencies

During the next year, Flower Mound will continue to share information and leverage funds with area public and private housing, health, and social service agencies. This will help to ensure that access to needed services is available. Town staff will continue to liaison with the Denton County Housing Authority. Town staff will serve as a referral source to families with low- and moderate- incomes to assist them considering their needs. Additionally, the Town will continue to maintain the links to housing rights, access groups, and other service providers on the Flower Mound website. Town staff will continue to participate in the Denton County Homeless Coalition. This organization includes a network of public and private housing, health, and social service representatives throughout Denton

County. Agencies within the Coalition also apply for and receive grants to serve Denton County's homeless and near-homeless population. In addition, Town staff will continue to attend and participate in HUD-sponsored activities, which are informative and offer a ready network of Community Development Block Grant representatives and advisors.

Discussion:

Please see above

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

The Town expects to receive no program income during PY 2025 and will expend all of its PY 2025 funds directly on low- to moderate-income individuals, with the exception of funds put toward Planning and Administration. The Town will ensure that **100 percent** of the housing rehabilitation and public service allocations will be for low-to-moderate-income individuals.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	0.00%

Attachments

Citizen Participation Comments

TOWN OF FLOWER MOUND COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS CITIZEN PARTICIPATION COMMENTS

Citizens were provided 30 business days to comment on the PY 2026 Annual Action Plan. During the comment period a copy of the plan was posted on the Town web page, at www.flower-mound.com, at the Town Library, 3030 Broadmoor Lane, and at Town Hall, 2121 Cross Timbers Road. A Public Hearing were also held at Town Hall. Public notices announcing the Hearing were issued at least 10 days prior to the Hearing date. Information about the Public Hearing was published in the Denton Record-Chronicle. It was also posted in public buildings throughout the Town and on the Town website.

No citizen comments were received.

Grantee Unique Appendices

ATTACHMENTS

1. Resolution
2. Map showing the Town of Flower Mound's geographic location within the Dallas-Fort Worth metroplex
3. Map showing the boundaries of the Town of Flower Mound
4. Map showing the Census Tracts within the Town of Flower Mound

ATTACHMENT 1

RESOLUTION

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

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, PROVIDING FOR THE ADOPTION OF FLOWER MOUND'S PROGRAM YEAR 2026 ACTION PLAN UNDER THE TOWN'S COMMUNITY DEVELOPMENT BLOCK GRANT; AUTHORIZING THE MAYOR TO EXECUTE AND SUBMIT THE PLAN ON BEHALF OF THE TOWN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Program Year 2026 Action Plan (the "Plan") must be adopted by the Town of Flower Mound, Texas (the "Town") in order to fulfill the requirements of the Housing and Community Development Act of 1974, as amended, the National Affordable Housing Act of 1990, as amended, the Stewart B. McKinney Act of 1987, as amended, and Title 24, Part 91.520 of the Code of Federal Regulations; and,

WHEREAS, the Plan has been made available for public review and comment for a period of thirty (30) business days; and,

WHEREAS, the Town's Community Development Block Grant Advisory Committee (the "Committee") held a public hearing to allow for public comments regarding the Plan; and,

WHEREAS, the Committee received no public comments during either of the aforementioned opportunities for feedback; and,

WHEREAS, the Town Council has determined that it is in the best interest of the residents of the Town to adopt the Plan and to authorize the Mayor to execute and submit the Plan on behalf of the Town to the U.S. Department of Housing and Urban Development;

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

SECTION 1

All of the above recitations are true and correct and adopted as if fully set out herein.

SECTION 2

The Town's Program Year 2026 Action Plan for Housing and Community Development, attached hereto as "Attachment 2," is hereby adopted.

RESOLUTION NO. _____

PAGE 2

SECTION 3

The Mayor is authorized to execute the Plan for Housing and Community Development on behalf of the Town and submit it to the U.S. Department of Housing and Urban Development.

SECTION 4

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____, ON THIS THE 5th DAY OF AUGUST, 2024.

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Traci Henderson, TOWN SECRETARY

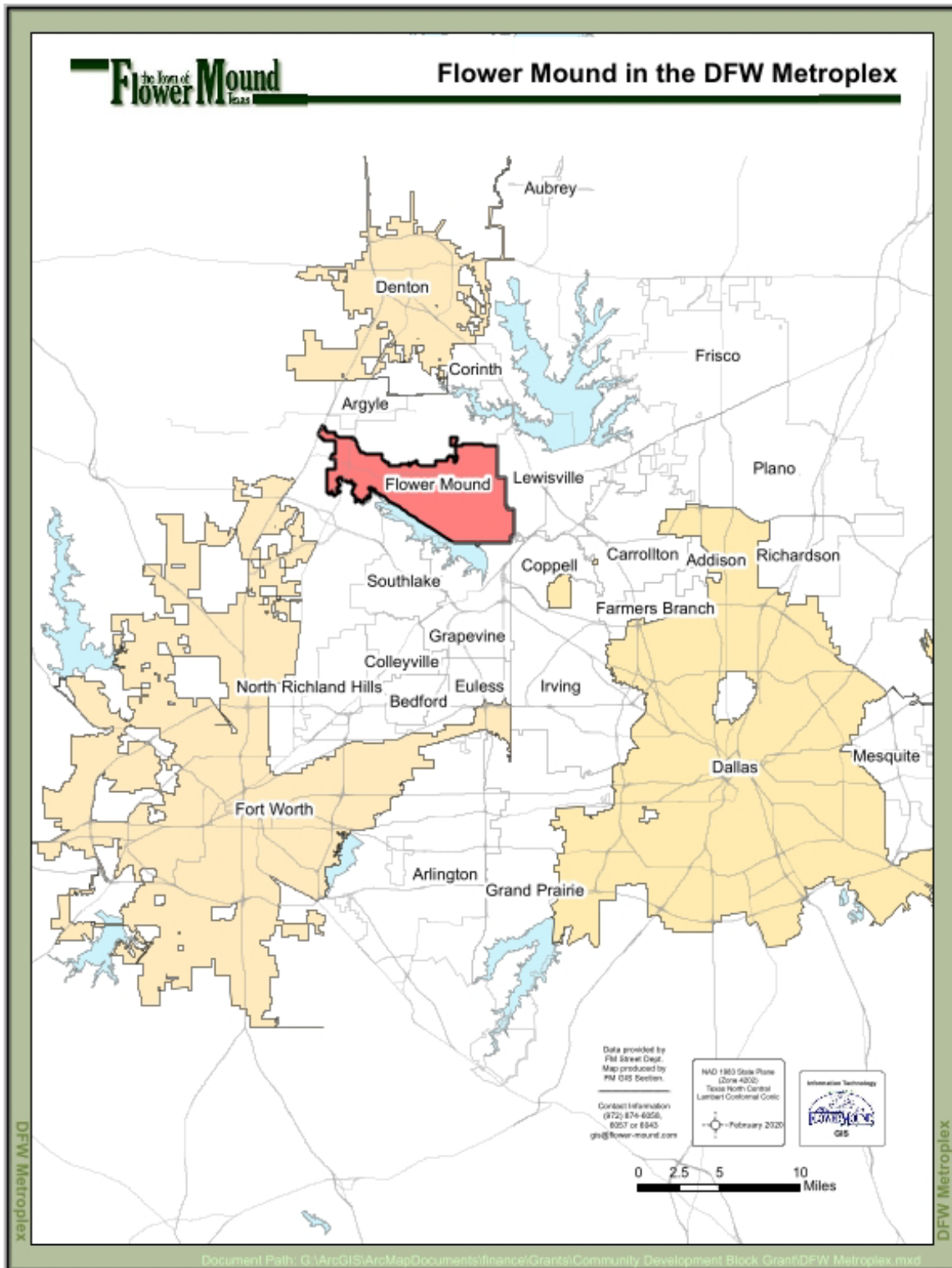
RESOLUTION NO. _____

PAGE 3

ATTACHMENT 2

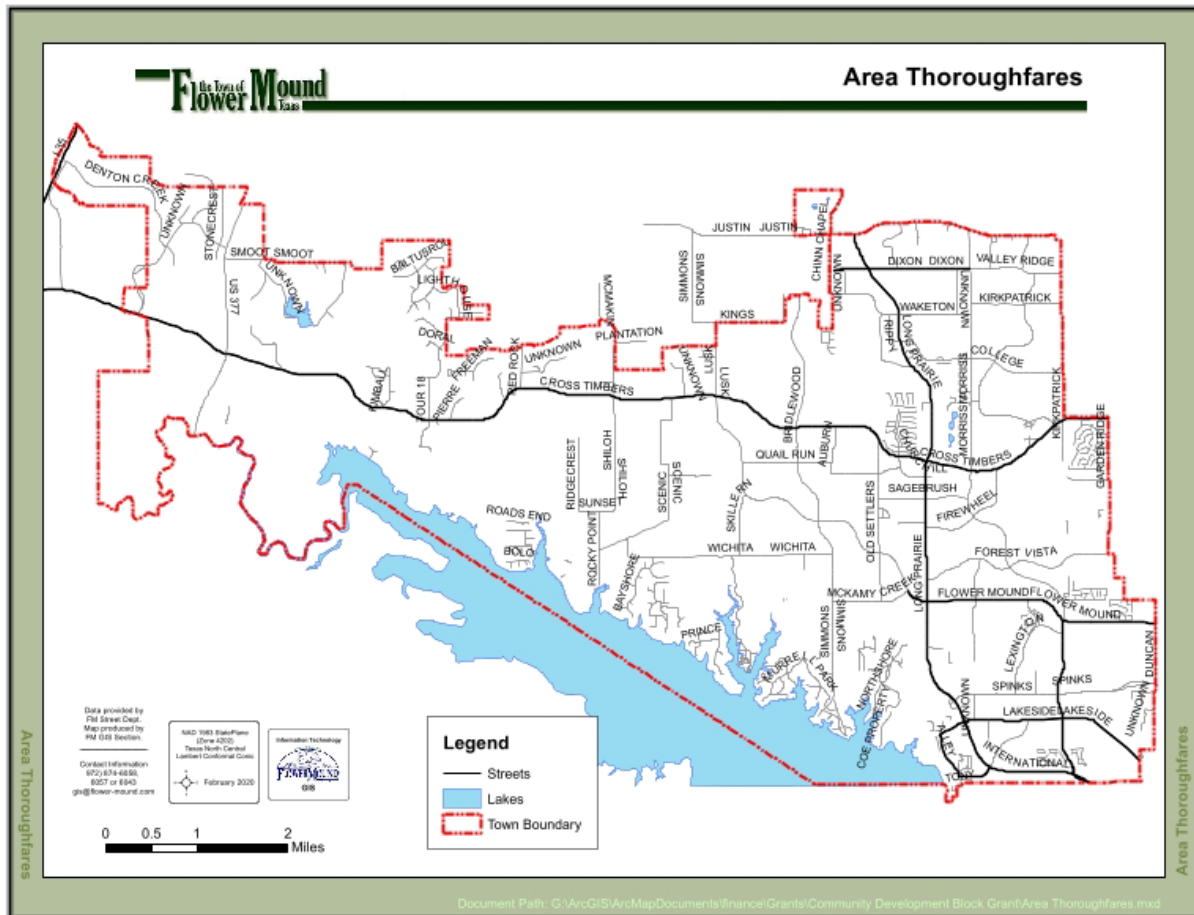
ATTACHMENT 2

MAP SHOWING THE TOWN OF FLOWER MOUND'S GEOGRAPHIC LOCATIONS WITHIN THE
DALLAS-FORT WORTH METROPLEX



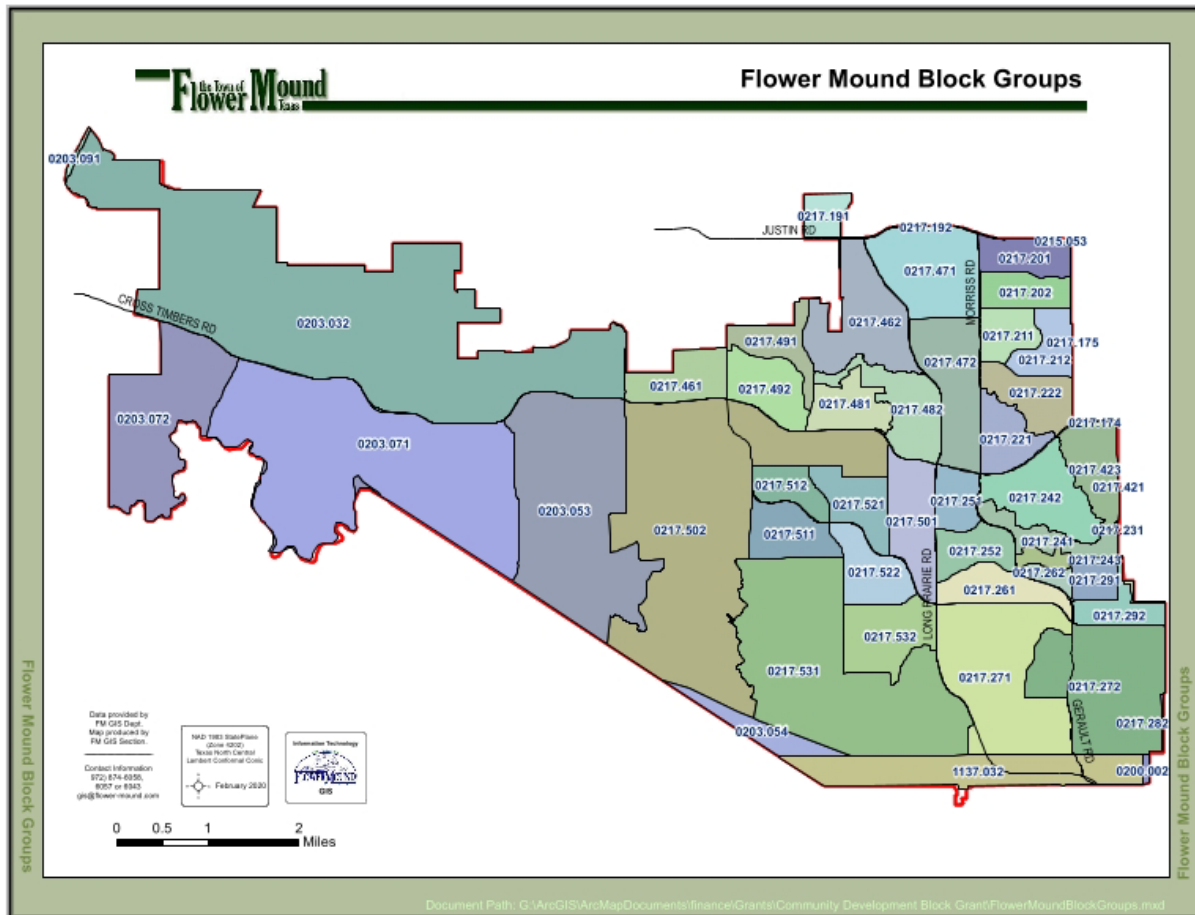
ATTACHMENT 3

MAP SHOWING THE BOUNDARIES OF THE TOWN OF FLOWER MOUND



ATTACHMENT 4

MAP SHOWING THE TOWN OF FLOWER MOUND'S CENSUS TRACTS



CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

Signature of Authorized Official

Date

Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) _____ [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

Signature of Authorized Official

Date

Title

OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

Signature of Authorized Official

Date

Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

Eligible Activities and Costs -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

Subsidy layering -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

Signature of Authorized Official

Date

Title

Emergency Solutions Grants Certifications

The Emergency Solutions Grants Program recipient certifies that:

Major rehabilitation/conversion/renovation – If an emergency shelter’s rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation.

If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion.

In all other cases where ESG funds are used for renovation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

Essential Services and Operating Costs – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the recipient will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the recipient serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – The recipient will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal, State, local, and private assistance available for these individuals.

Matching Funds – The recipient will obtain matching amounts required under 24 CFR 576.201.

Confidentiality – The recipient has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, the recipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan – All activities the recipient undertakes with assistance under ESG are consistent with its consolidated plan.

Discharge Policy – The recipient will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

Signature of Authorized Official

Date

Title

Housing Opportunities for Persons With AIDS Certifications

The HOPWA grantee certifies that:

Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building -- Any building or structure assisted under that program shall be operated for the purpose specified in the consolidated plan:

1. For a period of not less than 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,
2. For a period of not less than 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

Signature of Authorized Official

Date

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify):**

*** 3. Date Received:**

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:**

Town of Flower Mound

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

75-1366210

*** c. UEI:**

d. Address:

*** Street1:**

2121 Cross Timbers Rd.

Street2:

*** City:**

Flower Mound

County/Parish:

Denton

*** State:**

TX: Texas

Province:

*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:**

75028-2699

e. Organizational Unit:

Department Name:

Financial Services

Division Name:

Budget and Strategy

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mrs.

*** First Name:**

Meg

Middle Name:

*** Last Name:**

Jakubic

Suffix:

Title:

Director of Budget and Strategy

Organizational Affiliation:

*** Telephone Number:**

972-874-6082

Fax Number:

*** Email:**

meg.jakubic@flowermound.gov

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

HUD/CDBG

11. Assistance Listing Number:

Assistance Listing Title:

* 12. Funding Opportunity Number:

B-24-MC-28-0042

* Title:

Community Development Block Grant (CDBG) Entitlement Program

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

2026 Annual Action Plan: Residential Rehabilitation Program and Town-wide Transportation Program

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

* a. Applicant TX-026

* b. Program/Project TX-026

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date: 10/01/2026

* b. End Date: 09/30/2027

18. Estimated Funding (\$):

* a. Federal	277,989.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	277,989.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**☐ a. This application was made available to the State under the Executive Order 12372 Process for review on ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.☒ c. Program is not covered by E.O. 12372.*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Ms.

* First Name: Cheryl

Middle Name:

* Last Name: Moore

Suffix:

* Title: Mayor

* Telephone Number: 972-874-6000

Fax Number:

* Email: mayor@flower-mound.com

* Signature of Authorized Representative:

* Date Signed:



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

DATE: July 6, 2026

FROM: David Brockway, Senior Project Engineer

ITEM: **Consider approval of a Materials Testing PSA with Alliance Geotechnical Group, for the materials engineering and testing services associated with the Timber Valley Dr and Fairfield Ln Reconstruction project, in the amount of \$86,640.00; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: The construction agreement for the Timber Valley Dr and Fairfield Ln Reconstruction project was approved June 1, 2026, in the amount of \$4,041,249.0. The project reconstructs streets, sidewalks, water mains, and sanitary sewer mains, This Professional Services Agreement is for construction materials testing during this project.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES: N/A

FISCAL IMPACT: \$86,640.00

Proposed Expenditure/(Revenue)
\$86,640.00

Account Number(s):

316-560-78046-6160 - \$51,950.00
630-960-96025-6170 - \$16,148.00
630-970-98295-6180 - \$18,542.00
Total - \$86,640.00

LEGAL REVIEW: The Town's standard professional service agreement form documents, prepared by Taylor, Olson, Adkins, Sralla, & Elam L.L.P., was used to draft this agreement. No alteration to the legal content of this form document was made.

ATTACHMENTS:

1. Form 1295 Certificate 101544288
2. Timber Valley Dr, Fairfield Ln, Materials Testing PSA+Scope

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
ALLIANCE GEOTECHNICAL GROUP**

This contract is entered into on this _____ day of _____, 20____, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas, (hereinafter referred to as “TOWN”), acting by and through its Mayor, and **Alliance Geotechnical Group**, (“hereinafter referred to as “CONSULTANT”) whose address is 122 Rose Lane Building L, Frisco, TX 75033.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to construction materials engineering and testing and other services for the Timber Valley Dr and Fairfield Ln Reconstruction; and

WHEREAS, CONSULTANT is a construction materials engineering and testing firm qualified to provide such services and is willing to undertake the performance of such services for TOWN in exchange for fees hereinafter specified;

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto do mutually agree as follows:

I.

Employment of Consultant

CONSULTANT will perform as an independent contractor all services under this Contract to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of the architectural, engineering and planning professions, both public and private, currently practicing in the same locality under similar conditions including but not limited to the exercise of reasonable, informed judgments and prompt, timely action. If CONSULTANT is representing that it has special expertise in one or more areas to be utilized in this Contract, then CONSULTANT agrees to perform those special expertise services to the appropriate local, regional and national professional standards.

II.

Scope of Services

CONSULTANT shall perform such services as are necessary to provide the Timber Valley Dr and Fairfield Ln Reconstruction Construction Materials Engineering and Testing specifically including, but not necessarily limited to, the tasks enumerated more

fully in Attachment "A" hereto entitled "Scope of Work" (hereafter referred to as the "Project"). Attachment "A" is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment "A" and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

III. Payment for Services

Total payment for services described herein shall be a sum not to exceed Eighty Six Thousand Six Hundred Forty and No/100 Dollars (\$86,640.00). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT.

CONSULTANT will bill TOWN on an hourly basis for certain services provided combined with a flat fee for specific tests performed in accordance with Attachment "B"; provided however that this Contract shall control in the event of any conflict between the language in Attachment "B" and the language in this Contract. If additional services, trips or expenses are requested, CONSULTANT will not provide such additional services until authorized by TOWN in writing to proceed. The scope of services shall be strictly limited. TOWN shall not be required to pay any amount in excess of the amount identified in the preceding paragraph unless TOWN shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

Each month CONSULTANT will submit to TOWN an invoice for actual services performed and reimbursable expenses incurred by CONSULTANT during the previous month for which payment is sought. Each invoice shall be itemized to show the amount of work performed that month broken down by the identity of the person(s) performing such work, the amount of time expended by such person(s) in performing that work, the billing rate for each such person, and a brief summary of the work or testing performed by each such person. Each invoice shall also state the percentage of work completed on the Project, the total of the current invoice amount and a running total balance for the Project to date.

Assuming that TOWN agrees with the invoice, that TOWN has not determined any of the work to be unsatisfactory, or that TOWN otherwise does not dispute any of the amounts billed, within thirty (30) days of receipt of each such monthly invoice TOWN shall make monthly payments in the amount shown by CONSULTANT's approved monthly statements and other documentation submitted.

Nothing contained in this Contract shall require TOWN to pay for any work that TOWN has determined has not been successfully completed or is unsatisfactory as determined by TOWN, or which is not otherwise submitted in compliance with the terms of this Contract, nor shall failure to withhold payment pursuant to the provisions of this section constitute a waiver of any right, at law or in equity, which TOWN may have if CONSULTANT is in default, including the right to bring legal action for damages or for specific performance of this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default.

IV.

Revisions of the Scope of Services

TOWN reserves the right to revise or expand the scope of services after due approval by TOWN as TOWN may deem necessary, but in such event TOWN shall pay CONSULTANT equitable compensation for such services. In any event, when CONSULTANT is directed to revise or expand the scope of services under this Section of the Contract, CONSULTANT shall provide TOWN a written proposal for the entire costs involved in performing such additional services. Prior to CONSULTANT undertaking any revised or expanded services as directed by TOWN under this Contract, TOWN must authorize in writing the nature and scope of the services and accept the method and amount of compensation and the time involved in all phases of the Project.

It is expressly understood and agreed by CONSULTANT that any compensation not specified in Paragraph III herein above may require Flower Mound Town Council approval and is subject to the current budget year limitations.

V.

Term

This Contract shall begin on the date first written above, and shall terminate when TOWN has approved the Project as being final or otherwise terminates this Contract as provided herein.

VI.

Contract Termination Provision

Notwithstanding any other provision of this Contract, this Contract may be terminated at any time by TOWN for any reason, with or without cause, by providing CONSULTANT thirty (30) days written notice of such termination. Upon receipt of such notice, CONSULTANT shall immediately terminate working on, placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this Contract and shall proceed to promptly cancel all existing contracts insofar as they are related to this Contract.

VII.

Ownership of Documents

All materials and documents prepared or assembled by CONSULTANT under this Contract shall become the sole property of TOWN and shall be delivered to TOWN without restriction on future use. CONSULTANT may retain in its files copies of all drawings, specifications and all other pertinent information for the work. CONSULTANT shall have no liability for changes made to any materials or other documents by others subsequent to the completion of the Contract.

Vendor agrees they will not use the Town's data for AI purposes and will disclose if they submit documents to the Town that include AI generated statements. This includes proposals/bid submittals.

VIII.

Insurance

A. CONSULTANT shall, at its own expense, purchase, maintain and keep in force during the term of this Contract such insurance as set forth below. CONSULTANT shall not commence work under this Contract until CONSULTANT has obtained all the insurance required under this Contract and such insurance has been approved by TOWN, nor shall CONSULTANT allow any subcontractor to commence work on its own subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this Contract shall be written on an "occurrence" basis save and except the Professional Liability Insurance which may be written on a "claims-made" basis, provided that "tail coverage" or continuation coverage is provided. The insurance requirements shall remain in effect throughout the term of this Contract.

The CONSULTANT shall furnish to TOWN certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the Project and be addressed as follows:

Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028
Email: purchasing@flowermound.gov

The following policies and coverage shall be required:

1. Worker's Compensation Insurance (as required by law) with the policy endorsed to provide a waiver of subrogation as to TOWN; such policy to provide for Employers' Liability Insurance of not less than \$100,000.00 for each accident, \$100,000.00 disease-each employee, \$500,000.00 disease-policy limit;

2. Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractor's and Contractual Liability, including but not limited to coverage for all of the indemnification obligations of CONSULTANT under this Contract, and fully insuring CONSULTANT's liability for injury to or death of employees of TOWN and of third parties, extended to include personal injury liability coverage and for damage to property of third parties, with minimum combined single limits of \$1,000,000 per occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate per occurrence. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis;
3. Business Automobile Liability Insurance, covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000.00 per occurrence; and
4. Professional Liability Insurance: CONSULTANT shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance, which may be written on a claims made form provided that "tail coverage" or continuation coverage is provided. Limits of liability shall be \$1,000,000.00 per claim, \$1,000,000.00 annual aggregate. The coverage under this policy shall include a contractual liability endorsement.

If any of the foregoing insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than thirty-six (36) months following completion of the Contract and acceptance by the TOWN. All such insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by A.M. Best Company or equivalent.

B. Each insurance policy to be furnished by CONSULTANT shall include the following conditions by endorsement to the policy:

1. The TOWN shall be named as an additional insured on the Commercial General Liability policy, by using endorsement CG2026 or broader;
2. The TOWN shall also be named as an additional insured as to all other applicable coverage save and except the Worker's Compensation Insurance and Professional Liability Insurance;
3. Each policy will require that thirty (30) days prior to the expiration, cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to TOWN by certified mail to:

David Brockway, PE
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6308
David.Brockway@flowermound.gov

However, if the policy is canceled for nonpayment of premium, only ten (10) days advance written notice to TOWN is required. CONSULTANT shall also notify TOWN within twenty-four (24) hours after receipt of any notices of expiration, cancellation, nonrenewal or any material change in coverage it receives from its insurer(s);

4. The term "Owner" or "TOWN" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of TOWN and the individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of TOWN;
5. The policy phrase "Other Insurance" shall not apply to TOWN where TOWN is an additional insured on the policy; and
6. All provisions of the Contract concerning liability, duty and standards of care together with the indemnification provision shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

C. Concerning insurance to be furnished by CONSULTANT, it is a condition precedent to acceptability thereof that:

1. Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by CONSULTANT. The TOWN's decision(s) thereon shall be final;
2. All policies are to be written through companies duly approved to transact that class of insurance in the State of Texas; and
3. All liability policies required herein, save and except Professional Liability Insurance, shall be written with an "occurrence" basis coverage trigger.

D. CONSULTANT agrees to the following:

1. CONSULTANT hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against TOWN, it being the intention that the insurance policies shall protect all parties to this Contract and be primary coverage for all losses covered by the policies;

2. Companies issuing the insurance policies and CONSULTANT shall have no recourse against TOWN for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of CONSULTANT;
3. Approval, disapproval or failure to act by TOWN regarding any insurance supplied by CONSULTANT (or any subcontractors) shall not relieve CONSULTANT of full responsibility or liability for damages and accidents as set forth in the Contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate CONSULTANT from liability; and
4. No special payments shall be made for any insurance that the CONSULTANT and subcontractors are required to carry; all are included in the contract price and the contract unit prices.

Any of the insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

IX. **Right to Inspect Records**

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

CONSULTANT further agrees to include in subcontract(s), if any, a provision that any subcontractor or engineer agrees that TOWN shall have access to and the right to examine any directly pertinent books, documents, papers and records of such engineer or sub-contractor involving transactions to the subcontract, and further, that TOWN shall have access during normal working hours to all such engineer or sub-contractor facilities and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of the paragraph. TOWN shall give any such engineer or sub-contractor reasonable advance notice of intended audits.

X. **Successors and Assigns**

TOWN and CONSULTANT each bind themselves and their successors, executors, administrators and assigns to the other party to this Contract and to the successors,

executors, administrators and assigns of such other party in respect to all covenants of this Contract. Neither TOWN nor CONSULTANT shall assign or transfer its interest herein without the prior written consent of the other.

XI.

CONSULTANT's Liability

Acceptance of the final plans by the TOWN shall not constitute nor be deemed a release of the responsibility and liability of CONSULTANT, its employees, associates, agents or consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by TOWN for any defect in the designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by TOWN for any defect in the designs, working drawings, specifications or other documents and work prepared by said CONSULTANT, its employees, associates, agents or sub-consultants. In this regard, CONSULTANT acknowledges that TOWN is retaining CONSULTANT to provide the services described herein, in reliance upon CONSULTANT's specialized expertise and experience, and in reliance thereon.

XII.

Indemnification

THE PROVISIONS OF THIS SECTION ARE SUBJECT TO THE LIMITATIONS OF TEXAS LOCAL GOVERNMENT CODE SECTION 271.904 AND SHALL BE CONSTRUED TO THAT EFFECT. THE CONSULTANT AS ALLOWED BY TEXAS LOCAL GOVERNMENT CODE SECTION 271.904 WILL STILL NAME TOWN AS ADDITIONAL INSURED IN ITS GENERAL LIABILITY POLICY AND PROVIDE ANY DEFENSE AS ALLOWED BY THE POLICY. CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, THAT MAY ARISE BY REASON OF DEATH OR INJURY TO PERSONS OR DAMAGE TO OR LOSS OF USE OF PROPERTY OCCASIONED BY ANY WRONGFUL INTENTIONAL ACT OR OMISSION OF CONSULTANT AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS CONTRACT, REGARDLESS OF WHETHER SUCH LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION IS THE RESULT IN PART OF TOWN'S NEGLIGENCE OR FAULT, AND CONSULTANT WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT TOWN AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS.

XIII.
Independent Contractor

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

XIV.
Default

If at any time during the term of this Contract, CONSULTANT shall fail to commence the work in accordance with the provisions of this Contract, or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Contract, or fail to use an adequate number or quality of personnel to complete the work or fail to perform any of its obligations under this Contract, then TOWN shall have the right, if CONSULTANT shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract for cause. Any such act by TOWN shall not be deemed a waiver of any other right or remedy of TOWN. If after exercising any such remedy due to CONSULTANT's nonperformance under this Contract, the cost to TOWN to complete the work to be performed under this Contract is in excess of that part of the Contract sum which has not theretofore been paid to CONSULTANT hereunder, CONSULTANT shall be liable for and shall reimburse TOWN for such excess. CONSULTANT'S liability under this provision shall be limited to the total dollar amount of this Contract, except to the extent that such liability is covered by CONSULTANT's insurance, whether maintained as a requirement of this Contract or otherwise.

TOWN's remedies for CONSULTANT's default or breach under this Contract shall be limited to one or more of the following remedies which may be exercised separately or in combination at TOWN's sole exclusive choice:

- (a) Specific performance of the Contract;
- (b) Re-performance of this Contract at no extra charge to TOWN; or
- (c) Monetary damages in an amount not to exceed:

- (1) The amount of any applicable insurance coverage CONSULTANT is required to purchase and maintain under this Contract plus any deductible amount to be paid by CONSULTANT in conjunction with said coverage regardless of whether CONSULTANT has actually purchased and maintained said coverage, plus any additional insurance maintained by CONSULTANT in excess or in addition to the coverage required under this Contract; plus
- (2) The total dollar amount of this Contract.

XV.
Provisions Surviving Termination

The terms of Sections XII entitled Indemnification, and XVIII entitled Confidential Information shall survive termination of this Contract.

XVI.
Changes

TOWN may, from time to time, require changes in the scope of services to be performed under this Contract. Such changes as are mutually agreed upon by and between TOWN and CONSULTANT shall be incorporated by written modification to this Contract.

XVII.
Conflicts of Interest

CONSULTANT covenants and agrees that CONSULTANT and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by CONSULTANT pursuant to this Contract will be conducted by employees, associates or subcontractors of CONSULTANT.

No officer or employee of TOWN shall have any personal, financial interest, direct or indirect, in this Contract nor have any direct financial interest in the sale to TOWN of any land, materials, supplies, or services under this Contract, except on behalf of TOWN as a TOWN officer or employee. Any violation of this prohibition with knowledge, expressed or implied, of the person or corporation contracting with TOWN shall render the Contract voidable by the Director or the Town Council.

XVIII.
Confidential Information

CONSULTANT hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Contract, which is of a confidential, non-public or proprietary nature. CONSULTANT shall treat any such information received in full confidence and will not disclose or appropriate such Confidential Information for its own use or the use of any third party at any time during or subsequent to this Contract. As used herein, "Confidential Information" means all oral and written information concerning TOWN, its affiliates and subsidiaries, and all oral and written information concerning TOWN or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilation, studies or other documents, whether prepared by CONSULTANT or others, which contain or otherwise reflect such information. The term "Confidential Information" shall not include such materials that are or become generally available to the public other than as a result of disclosure of CONSULTANT, or are required to be disclosed by a governmental authority or by law, as determined by TOWN's attorney.

XIX.
Notice Information

All notices and communications under this CONTRACT to be mailed to TOWN shall be sent to the address of TOWN's agent as follows, unless and until CONSULTANT is otherwise notified:

David Brockway, PE
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874- 6308 Telephone

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

Douglas Land, PE.
Alliance Geotechnical Group
122 Rose Lane, Building L
Frisco, TX 75036
214-618-4100 Telephone
DLand@aggengr.com

Any notices and communications required to be given in writing by one party to the other shall be considered as having been given to the addressee on the date the notice or communication is posted, faxed or personally delivered by the sending party.

XX.
Applicable Law

The Contract is entered into subject to the Flower Mound Town Charter and ordinances of TOWN, as same may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and federal laws. CONSULTANT will make any and all reports required per federal, state or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with CONSULTANT's income. Situs of this Contract is agreed to be Denton County, Texas, for all purposes, including performance and execution.

XXI.
Non-Discrimination

CONSULTANT shall not discriminate against any employee, applicant for employment, contractor, or sub-contractor because of the race, age, color, religion, sex, or national origin of such person. Engineer shall take affirmative action to insure that all such persons are treated equally during their employment without regard to their race, age, color, religion, sex, or national origin. If CONSULTANT fails to comply with the federal or state laws relating to Equal Employment Opportunity, it is agreed that TOWN, at its option, may do either or both of the following:

- (a) Cancel, terminate, or suspend the Contract in whole or in part; or
- (b) Declare CONSULTANT ineligible for future TOWN contracts until it is determined to be in compliance.

XXII.
Arbitration

CONSULTANT agrees not to enter into any agreement to arbitrate arising out of, or relating to, this Contract which would subject TOWN to being a party to any arbitration without TOWN's prior written consent.

XXIII.
No Waiver of Governmental Immunity

Nothing in this Contract shall be construed as a waiver of TOWN'S governmental immunity, or of any applicable limitation on damages, or any other legal protection or defense or privilege of TOWN, except to the extent expressly provided otherwise herein.

XXIV.
Severability

If any of the terms, provisions, covenants, conditions or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XXV.
Remedies

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

XXVI.
Entire Agreement

This Contract embodies the entire agreement of the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.

XXVII.
Non-Waiver

It is further agreed that one (1) or more instances of forbearance by TOWN in the exercise of its rights herein shall in no way constitute a waiver thereof.

XXVIII.
Headings

The headings of this Contract are for the convenience of reference only and shall not affect any of the terms and conditions hereof in any manner.

XXIX.
Venue

This Contract is fully performable in Denton County, Texas, and the parties to this Contract agree and covenant that this Contract will be enforceable in Flower Mound, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Denton County, Texas.

XXX.
No Third Party Beneficiary

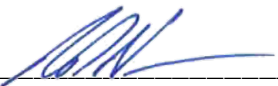
For purposes of this Contract, including its intended operation and effect, the parties (TOWN and CONSULTANT) specifically agree and contract that: (1) the Contract only affects matters/disputes between the parties to this Contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with TOWN or CONSULTANT or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either TOWN or CONSULTANT.

[Signature Page to Follow]

AGREED AND SIGNED by the authorized representatives of the Parties hereto on the dates indicated below.

CONSULTANT:
Alliance Geotechnical Group

THE TOWN OF FLOWER MOUND, TEXAS

By: _____

Name: Robert P. Nance

Title: President

Dated: May 26, 2026

By: _____

Name:

Title:

Dated:



CONSTRUCTION MATERIALS ENGINEERING & TESTING
GEOTECHNICAL ENGINEERING
CONSTRUCTION INSPECTION SERVICES
FORENSIC STUDIES

May 15, 2026

Proposal No.: P26-0339C

Mr. David Brockway P.E.
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Tx. 75028
Email: david.brockway@FlowerMound.gov

Subject: Construction Materials Testing Services
Timber Valley Drive and Fairfield Lane Reconstruction
Flower Mound, Texas

Dear Mr. Brockway,

Alliance Geotechnical Group (Alliance) is pleased to submit this proposal for construction materials testing for the above referenced project. We understand we have been selected based on the Professional Services Procurement Act.

PROJECT INFORMATION

Based on project documents provided by the Town of Flower Mound, we understand that the project will consist of the following:

Timber Valley Drive and Fairfield Lane Reconstruction:

- ◆ Construction of approximately 3,487 linear feet of sanitary sewer line.
- ◆ Construction of approximately 23 sanitary sewer manholes.
- ◆ Construction of approximately 4,669 linear feet of water line.
- ◆ Construction of approximately 13,928 square yards of flexible base material.
- ◆ Construction of approximately 12,841 square yards of concrete pavement and curbs.
- ◆ Construction of various sidewalks, driveways and ramps

SCOPE OF SERVICES

The following scope of services is based on project plans provided by the Town of Flower Mound, dated January 2026, and is limited to providing testing and/or observations for the previously mentioned construction. ***We do request that your construction representative provide us with a 24-hour notice for scheduling purposes.*** As such, we agree to provide the appropriate personnel to perform the below construction materials services.



Inspections and Testing for Earthwork

- Obtain and perform laboratory moisture/density relations (ASTM D698/D1557/D558, TEX-113-E, TEX-114-E) and soil classification tests (liquid limit, plastic limit and percent finer than no. 200 sieve analysis) for each soil type
- Perform in-place moisture/density tests at the rate of 1 every 300 linear feet per lift for utility backfill areas

Inspections and Testing for Concrete Construction

- Perform reinforcing steel inspection prior to concrete placement (if requested; generally the same day unless scope of pour deemed too large by AGG) for conformance with project plans and reviewed shop drawings
- During concrete pours, for each intended use, AGG shall sample concrete at least once on each day of concrete pouring and a minimum of one truck every 100 cubic yards thereafter (if applicable), with a minimum of one sample for each day's placement.
- Perform testing and inspections during concrete placements, which will include:
 - Collect a copy of the batch ticket and verify mix design matches reviewed submittal (provided that approved mix designs are provided to AGG)
 - collect a sample in accordance with ASTM C172
 - perform slump test in accordance with ASTM C143
 - perform air content test in accordance with ASTM C231 or ASTM C173
 - perform unit weight test in accordance with ASTM C138
 - record concrete temperature in accordance with ASTM C1064
 - fabricate cylinders molded and standard-cured in accordance with ASTM C31; either four 6" x 12" or five 4" x 8"
 - perform compression testing in accordance with ASTM C39

COMPENSATION

While testing is dependent on the construction sequence, contractor performance and efficiency, weather conditions, and the actual testing performed, we suggest an **estimated budget of \$86,640.00**. The invoicing for this project will use the attached Fee Schedule **and the actual quantity of work performed**. The estimated budget will not be exceeded without prior approval. The Town of Flower Mound and Alliance Geotechnical Group may subsequently agree in writing to provide for additional services to be rendered under this agreement for additional, negotiated compensation. Services provided by Alliance will be consistent with the engineering standards prevailing at the time and in the area that the work is performed; no other warranty, express or implied, is intended.

Please indicate your approval of the proposal and the Alliance Geotechnical Group's General Conditions by issuing a Town of Flower Mound contract and/or Purchase Order as our notice to proceed.

We appreciate the opportunity to provide you with our services. If you have any questions or wish to discuss any aspect of our proposal, please call us. Following your authorization, we are ready to begin work and look forward to a successful project.



Sincerely,
Alliance Geotechnical Group

A handwritten signature in blue ink, appearing to read 'JK Marthers'.

JK Marthers C.E.T., R.S.O.
QA/QC Manager/Project Manager

A handwritten signature in blue ink, appearing to read 'Douglas S. Land'.

Douglas S. Land P.E.
Branch Manager

Attachments: Project Data Sheet – Estimated Budget
Remarks



Cost Estimate
Construction Materials Engineering & Testing Services for
Timber Valley Drive and Fairfield Lane Reconstruction

Description	Procedure / Bill Code	Units	Quantity	Unit Price	Total
Earthwork					
Earthwork Inspection and Testing	1400	hour	200	\$ 80.00	\$ 16,000.00
Laboratory Compaction Characteristics of Soil Using Modified Effort	ASTM D1557	each	6	\$ 235.00	\$ 1,410.00
Laboratory Compaction Characteristics of Soil Using Standard Effort	ASTM D698	each	2	\$ 205.00	\$ 410.00
Liquid Limit, Plastic Limit, and Plasticity Index of Soils	ASTM D4318	each	8	\$ 75.00	\$ 600.00
Material in Soils Finer than No. 200 Sieve	ASTM D1140	each	8	\$ 75.00	\$ 600.00
Particle Size Analysis of Soils	Tex-110-E	each	2	\$ 225.00	\$ 450.00
In Place Density and Water Content of Soils and Soil-Aggregate by Nuclear Methods	ASTM D6938	each	300	\$ 40.00	\$ 12,000.00
Concrete					
Concrete Technician	1000	hour	228	\$ 70.00	\$ 15,960.00
Concrete Cylinder Pick Up	1008	lump sum	28	\$ 295.00	\$ 8,260.00
Compressive Strength of Concrete Cylinder Specimens	ASTM C39	each	320	\$ 35.00	\$ 11,200.00
Personnel and Vehicle Services					
Project Manager	1307	hour	80	\$ 130.00	\$ 10,400.00
Vehicle Trip Charge	1322	trip	110	\$ 85.00	\$ 9,350.00
TOTAL					\$ 86,640.00



REMARKS

Services and fees not listed above will be quoted on request.

Invoices will be submitted monthly for services performed. Payment will be due in Dallas within thirty (30) days of receipt of invoice. Interest will be added to delinquent accounts at a rate of 1.5 percent for each month of delinquency.

Payment of the invoices is not contingent on Client's agreement or acceptance of Alliance Geotechnical Group's test result or findings. If CLIENT objects to any portion of an invoice or report, it shall notify Alliance Geotechnical Group in writing within ten (10) days from the date of actual receipt of the invoice of the amount and nature of the dispute, and shall timely pay undisputed portions of the invoice.

The above unit prices are applicable for one year from the date of this letter and are subject to change without notice thereafter.

The prices above include electronic copies of the report distributed in accordance with client's instructions. Additional copies to individuals not listed on acceptance form whether physically or electronically, will be billed at administrative rate. Additional physical copies will be billed at a rate of \$.25 per sheet.

All field services are charged portal-to-portal, minimum charge of 4 hours per trip (rounded to the nearest whole hour) applies to all field work, U.N.O. Field density testing, lime field gradations, and lime depth checks will be charged at a minimum of 3 tests per trip.

Dispatch schedule hours are Monday-Friday from 7:00 am to 5:00 pm. Schedule call made after these hours will be returned in the order received. Please make sure to schedule work in a timely manner (a minimum of 24 hours in advance) if you want Alliance to guarantee a technician on site at the desired time. Dispatch phone number is 214-618-4100. Note: You must reference Alliance's job project number to schedule services. If project number is unknown please reference cost estimate number shown on the CMT acceptance form.

Cancellations will be invoiced for portal to portal times as well as time spent on site awaiting determination of cancellation. This proposal does not include any technician stand-by, non-readiness charges, and/or trips or re-tests of the previous failing tests.

Overtime rates of 1.5 times the regular hourly rate will be charged for hours worked over eight (8) hours per day Monday through Friday or any time before 7:00 a.m. or after 5:00 p.m. Service performed on Saturdays and Sundays will be billed at 1.5 times the regular hourly rate. Services performed on recognized holidays will be billed at 2.0 times the regular hourly rate.

Waiver of Subrogation – If a Waiver of Subrogation is required by your company, there will be a fee applied to your first invoice. The fee will be a minimum of \$300.00 charge or 1% of contract price plus \$50.00, whichever is greater.

Alliance Geotechnical Group provides no warranty, either expressed or implied, that the testing provided under this contract satisfies all requirements of the plans and specifications for the project, applicable City specifications or other governing bodies that may have jurisdiction over the project.

No reports will be issued until we have a signed contract, purchase order or Letter of Authorization to proceed in our office. Signed contract, purchase order or Letter of Authorization to proceed must be received within 3 days of commencement of services or work stoppage will commence on the 4th day and continue until signed authorization is received in our office.

For projects with new clients under \$1000.00 written authorization must be received prior to the start of work and payments must be received before any reports are issued. Service for welding certifications and ferroskan work must be paid prior to work or upon arrival to site to perform the work.

PLEASE NOTE: In keeping OSHA Safety regulation, Alliance Geotechnical Group employees will not enter a trench to test that is not in compliance with current OSHA regulations. Delays or cancellations caused by waiting for trench(s) to be brought into compliance will be invoiced on an hourly basis.



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

DATE: July 6, 2026

FROM: Manuel Palacios, Assistant Director of Public Works

ITEM: **Consider approval of the purchase of concrete removal and replacement services from Apex Concrete Construction, Inc., for work associated with the Harvard Drive reconstruction project, through the Town of Flower Mound contract No. 2023-56-A, Concrete and Drainage Improvement Services, in the amount of \$863,534.20.**

BACKGROUND: On August 21, 2023, the Town Council approved the annual unit bid contract No. 2023-56-A for Concrete and Drainage Improvement Services to Apex Concrete Construction, F&F Concrete, and Quick Set Concrete. This contract allows for various construction activities related to pavement and drainage improvements and sets unit bid prices for these services.

Staff will utilize this contract for the Harvard Street reconstruction Project as identified on the capital improvement plan. The project includes reconstructing approximately 3,900 square yards of concrete pavement on Harvard Street. Apex Concrete Construction, Inc. has an excellent history with the Town for concrete road construction and is available for this project. Town staff have verified Apex's project cost estimate based on contract 2023-56-A Concrete and Drainage Improvement Service.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES: A decision not to approve would lead to continued deterioration of the roadway.

FISCAL IMPACT: \$863,534.20

Proposed Expenditure/(Revenue)
\$863,534.20

Account Number(s):
536-220-70637-6160

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Apex Const Estimate - Harvard St.

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

1080 Katy Road
Fort Worth, TX 76244
817-454-1995

Date	Estimate #
5/12/2026	1244

Name / Address
Town of Flower Mound Public Works Attn: Keith Gabbard

Ship To
Harvard Drive

				Project
Qty	Item	Description	Rate	Total
3,910	demo	Item # 31 Cut and Remove 6" Concrete Pavement	49.50	193,545.00
2,300	demo	Item # 46 Cut and Remove 24" Integral Curb and Gutter	8.50	19,550.00
3,910	excavation	Item # 2 Excavate 6" Dirt	27.00	105,570.00
925	road base	Item # 84 Install and Compact Type I Flex Base 6"	65.00	60,125.00
2,712	misc	Item # 75 Install Geofabric Tensar NX 750	10.25	27,798.00
3,910	concrete	Item # 36 Place 6" Reinforced Concrete Pavement 4000 PSI	97.00	379,270.00
50	demo	Item # 23 Cut and Remove 6" Concrete Drive Approach	49.50	2,475.00
50	drive approach	Item # 24 Place 6" Reinforced Concrete Drive Approach	90.00	4,500.00
4	demo	Item # 19 Cut and Remove TXDOT Type 1-7 Pedestrian Curb Ramps	850.00	3,400.00
4	handicap ramp	Item # 20 Construct TXDOT Type 1-7 Pedestrian Curb Ramps	1,350.30	5,401.20
4	misc	Item # 51 Adjust Manholes to Finish Grade	550.00	2,200.00
4	misc	Item # 52 Adjust Valves to Finish Grade	550.00	2,200.00
2	Junction Box	Item # 124 5' Junction Box	3,200.00	6,400.00
2	misc	Item # 51 Adjust Manholes to finish grade	550.00	1,100.00
200	top soil	Item # 137 Install Topsoil (4" to 6")	85.00	17,000.00
1,500	sod	Item # 133 Bermuda Sod	22.00	33,000.00
Pricing per contract 2023-56-A				
Total				\$863,534.20



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

DATE: July 6, 2026

FROM: Robert Pegg, Town Engineer

ITEM: **Consider approval of the Interlocal Agreement with the City of Grapevine to provide utility services to the property located at 4300 Lakeside Parkway and 4400 Lakeside Parkway.**

BACKGROUND: The property located at 4300 Lakeside Parkway and 4400 Lakeside Parkway is outside the Town of Flower Mound limits and located in the City of Grapevine. The City of Grapevine has identified that utility infrastructure connections are unavailable and cannot be provided to the property. Due to the proximity to the Town of Flower Mound water utilities and wastewater utilities, the City of Grapevine desires to enter into an interlocal agreement with the Town of Flower Mound.

The property is seeking connection to Town of Flower Mound infrastructure for water services and wastewater services to the property. Utility service connections are subject to the standard Town permitting process when connecting to the Town of Flower Mound utility infrastructure.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES:

FISCAL IMPACT: N/A

N/A

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

ATTACHMENTS:

1. INTERLOCAL AGREEMENT
2. EXHIBIT A
3. EXHIBIT B
4. EXHIBIT C

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

INTERLOCAL AGREEMENT
between the Town of Flower Mound and the City of Grapevine

This Interlocal Agreement (the "Agreement") is entered into by and between the Town of Flower Mound (the "Town") and the City of Grapevine (the "City"), which are both home rule municipal corporations and political subdivisions of the State of Texas. Each may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Parties each own, operate, and maintain a public water supply system within their respective jurisdictional areas for the benefit of their citizens and customers; and

WHEREAS, the City has been approached by the owner of an approximate 5.413 acre property located at 4300 and 4400 Lakeside Parkway (the "Property"), as further described in Exhibit A, attached hereto and incorporated herein, which is located within the City's jurisdiction for utility service, for the provision of water and wastewater service; and

WHEREAS, as indicated in the City's letter to the Town attached hereto as Exhibit B, the City has no infrastructure to provide water or wastewater service to the Property, and the costs of extending such infrastructure would be overly burdensome for the City; and

WHEREAS, the Parties mutually desire for the Town to provide water and wastewater service to the Property, due to the proximity to the Property of the Town's existing public facilities; and

WHEREAS, the Parties acknowledge and agree that the Town will adopt and collect a water rate from the ratepayer(s) located at the Property that is sufficient to pay for its water-related costs and expenses; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended, authorizes governmental entities to enter into interlocal cooperation agreements for administrative and governmental functions and services; and

WHEREAS, it is mutually advantageous to the Parties to enter into this Agreement; and

WHEREAS, the Parties agree that they shall make any payments for the performance of governmental functions or services under this Agreement from current revenues then available to the paying Party.

NOW, THEREFORE, for and in consideration of the performance of the mutual covenants, obligations, and undertakings of and by each of the Parties to this Agreement,

the Parties agree as follows:

**I.
ADOPTION OF RECITALS**

All of the recitals stated in the preamble of this Agreement are true and correct and are hereby incorporated into the body of the Agreement as if fully set forth in their entirety.

**II.
OBLIGATIONS OF THE PARTIES; COST APPORTIONMENT**

2.1 Pursuant to Texas Government Code § 791.011, the Parties hereby enter into this Agreement in order to perform certain governmental functions and services in the area of water and wastewater service. The purpose of this Agreement is to provide a governmental function or service that each Party is authorized to perform individually. The purpose of this Agreement is to memorialize the Parties' mutual agreement for the Town to provide water service to the Property. Through this Agreement, the Parties intend to promote the efficient provision of water and wastewater services.

2.2 The Town agrees to provide water and wastewater service to the Property, which is located outside its jurisdiction. The Town will not be required to extend public infrastructure into the City's jurisdiction in order to serve the Property.

2.3 The City agrees to permit the Town to provide water and wastewater service to the Property, which is located within its jurisdiction, and to adopt and collect applicable water and wastewater rates from the ratepayer(s) located at the Property, in addition to the collection of applicable impact fees as designated on Exhibit C, attached hereto and incorporated herein. The Town shall not have a continuing obligation to provide water service and may terminate the Agreement in accordance with Section IV herein.

2.4 The Parties do not anticipate that either Party will incur costs in the course of this Agreement, except that the Town will incur the costs of providing water and wastewater service to the Property, for which it will be compensated in the collection of applicable water and wastewater rates from the ratepayer(s) located at the property.

**III.
DISPUTE RESOLUTION; MEDIATION; NO WAIVER OF IMMUNITY**

The Parties will attempt to resolve disputes relating to this Agreement in the following manner: (i) first the Parties will meet to attempt resolution; (ii) if no resolution is achieved, the dispute will be heard at a meeting of each Parties' City Manager or designee; (iii) if no resolution is achieved after the dispute is heard by the designated Parties designees, then the dispute will be heard by an independent mediator; and (iv) if no resolution is achieved after mediation, then either Party may file a lawsuit in an appropriate court in Denton County. It is expressly understood and agreed that, in the execution of this Agreement, the Parties do not waive, nor shall be deemed to waive, any

immunity or defense that would otherwise be available to or against claims arising in the exercise of governmental functions relating hereto or otherwise.

IV. TERM & TERMINATION

4.1 Term: This Agreement shall be effective when signed by the last representative of either Party whose signing makes the Agreement fully executed and shall remain in effect until terminated as provided below.

4.2 Termination: This Agreement may be terminated upon any one or more of the following events:

- (a) at any time by written mutual agreement of both Parties; or
- (b) by either Party, upon sixty (60) days written notice to the other Party.

V. NOTICES

Any notices or other communication required or allowed to be given by one Party to the other pursuant to this Agreement shall be sent either by personal delivery or by United States Postal Service, proper postage affixed, addressed as shown below:

Town Manager
Town of Flower Mound
James Childers

City Manager
City of Grapevine
Bruno Rumbelow

A change of address or designation of party for notice may be made by either Party upon the giving of ten (10) days prior written notice.

VI. MISCELLANEOUS

6.1 Governing Law and Venue: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas. This Agreement is entered into and is to be performed, wholly or in part, in the State of Texas. In any action brought under the Agreement, venue shall be in Denton County, Texas.

6.2 Severability: If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

6.3 Parties; Hold Harmless: The Parties each agree to accept full responsibility for the actions of their own officers, agents, and employees in the performance of services under this Agreement, and each Party agrees to release and hold harmless the other

Party, their officers, agents, and employees, in both their public and private capacities, against all liability claims, suits, demands, losses, damages, attorney fees, including all expense of litigation or settlement, or causes of action of any kind which may arise by reason of injury to any person or for a loss of, damage to, or loss of the use of any property arising out of or in any way connected to the intentional or negligent acts or omissions of that party, its officers, agents, or employees, in the performance of services under this Agreement. The Parties agree and understand that each Party and its employees, servants, agents, independent contractors, or representatives are not and shall at no time represent themselves to be employees, servants, agents, independent contractors, or representatives of the other Party.

6.4 Amendments: No alteration, change, modification, or amendment of the terms of this Agreement shall be valid or effective unless made in writing, signed by both Parties, and approved by the governing body of each Party.

6.5 Entire Agreement: This Agreement embodies the entire agreement and understanding between the Parties. There are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

6.6 Execution: This Agreement may be executed concurrently in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6.7 Authority: Each Party hereto warrants that the undersigned officers and agents are the properly authorized officials who have received the necessary authority from their governing bodies to enter into this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

TOWN OF FLOWER MOUND

By: Cheryl Moore, Mayor

Date

CITY OF GRAPEVINE



By:

May 21, 2026

Date

Approved by the Grapevine City Council
on the 19th day of May, 2026

ATTEST:

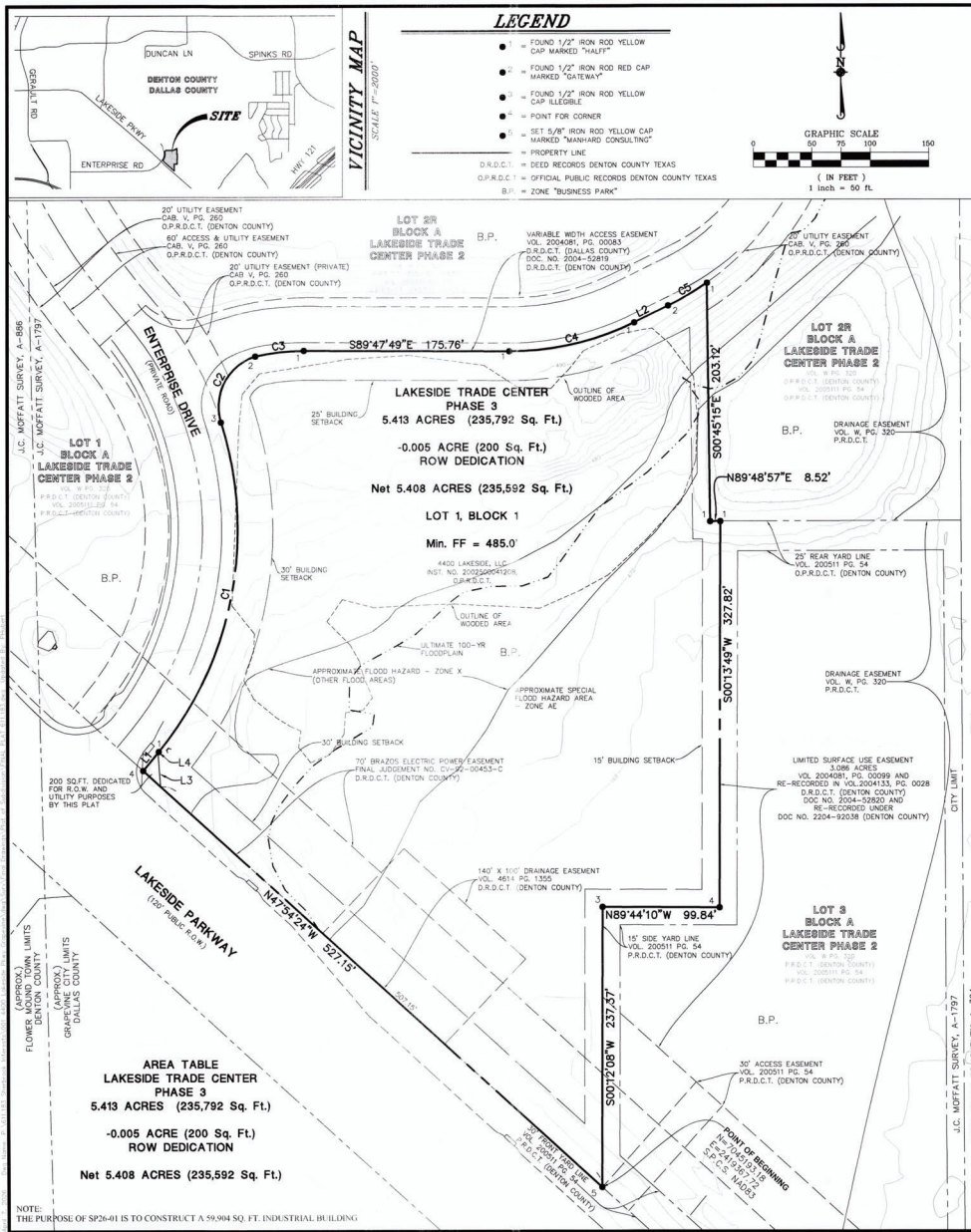
Tara Brooks
Tara Brooks
City Secretary
City of Grapevine, Texas



APPROVED AS TO FORM:

MA G. R

Matthew C.G. Boyle
City Attorney
City of Grapevine, Texas



KNOW ALL MEN BY THESE PRESENTS:
That I, Paul Hubert, a Registered Professional Land Surveyor in the State of Texas, do hereby declare that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as set were properly placed under my personal supervision in accordance with the Platting Rules and Regulations of the State of Texas and the City of Grapevine.

**NOT TO BE RECORDED
FOR ANY PURPOSES**

Paul Hubert 4/16/26
Texas Registered Professional Land Surveyor No. 1942

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS, THAT 4400 Lakeside, L.P. does hereby adopt this plat of LAKESIDE TRADE CENTER, PHASE 3, an Addition to the City of Grapevine, Dallas County, Texas, and does hereby dedicate to the public use forever the right-of-way and easements shown hereon. The easements shown hereon are hereby reserved for the purposes as indicated. The utility easements shall be open for all City or franchised public utilities for each particular use. The maintenance of paving on the easements is the responsibility of the property owner. No buildings or auxiliary structures shall be constructed, reconstructed, or placed upon, over, or across the easements as shown. Said easements being hereby reserved for the mutual use and accommodation of all public utilities using, or desiring to use same. Any City or franchised utility shall have the full right to remove and keep removed all or parts of any fences, trees, shrubs, or other improvements or growths, which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective system on the easements and all City or franchised utilities shall at all times have the full right of ingress and egress to and from and upon said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, and adding to or removing all or parts of its respective system without the necessity at any time of procuring the permission of anyone.

"I have reviewed the City's findings concerning dedications and I do agree that the statements are true and correct."

This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Grapevine, Texas.

Witness my hand this _____ day of _____, 20____.

(Signature of Owner)

(Title)

The State of _____
County of _____

Before me _____ known to me on this day personally appeared _____ (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, A.D. 20____.

SEAL

Notary Signature

PLANNING & ZONING COMMISSION:

Date Approved: _____

Chairman: _____

Secretary: _____

GRAPEVINE CITY COUNCIL:

Date Approved: _____

Mayor: _____

City Secretary: _____

FINAL PLAT
**LAKESIDE TRADE CENTER
PHASE 3**
LOT 1 BLOCK 1
5.413 ACRES
J. C. MOFFATT SURVEY, ABSTRACT NO. 1797,
CITY OF GRAPEVINE, DALLAS COUNTY, TEXAS
ZONING: BP "BUSINESS PARK"
APRIL, 2026
SP26-01

Owner:
4400 Lakeside, LLC
10255 Sherbrook Ln.,
Dallas, Texas 75229
214-588-6317
William Druehl
will@sherbrookllc.com

Surveyor:
Anwell, LLC
8144 Walnut Hill Lane
Suite 750
Dallas, TX 75231
469-972-7815
Paul Hubert, RPLS
phubert@anwell.com

Engineer:
Anwell, LLC
8144 Walnut Hill Lane
Suite 750
Dallas, TX 75231
(972) 972-4275
Lance Spence, P.E.
lspence@anwell.com

Manhard CONSULTING
8144 Walnut Hill Lane, Suite 750, Dallas, TX 75231 ph: 972.972.4250 manhard.com
Civil Engineers | Surveyors | Water Resource Engineers | Water & Waste Water Engineers
Construction Managers | Environmental Scientists | Landscape Architects | Planners
Texas Board of Professional Engineers & Land Surveyors Reg. No. F-10194754 (Surv.), F-22053 (Eng.)

PROJ. MOR: PH ISSUE DATE: 3/11/26 CODE: SHEET
DRAWN BY: OP SCALE: 1" = 50' 611.183001 1 of 1

THIS PLAT FILED ON:

INSTRUMENT NO.

EXHIBIT B



June 16, 2025

Robert Pegg, P.E.
Town Engineer
Town of Flower Mound
2121 Cross Timbers Rd.
Flower Mound, TX 75028
Robert.Pegg@flowermound.gov

Dear Mr. Pegg,

The City of Grapevine has been approached by a developer wishing to develop 4400 Lakeside Pkwy. The city does not have Sanitary Sewer or Water available on the north side of Lakeside Pkwy. The cost of extending water and sanitary sewer to this site may be unproportionable to the development area. The City of Grapevine does not object to the Town of Flower Mound providing water and wastewater service to 4300 & 4400 Lakeside Pkwy.

Please do not hesitate to contact me if you have any questions or concerns.

Sincerely,

Paul M. Lee, P.E.
Sr. Civil Engineer

Cc
Anastasia Hodge <Anastasia.Hodge@FlowerMound.gov>
Jersain Castanon <jersain.castanon@FlowerMound.gov>
Evan J. Felts <efelts@manhard.com>



EXHIBIT C

Exhibit E

WATER IMPACT FEES PLATS FILED ON OR AFTER MARCH 1, 2021

Meter Size (in inches)	Town Wide Service Area
5/8"x 3/4" PD	\$3,741
3/4" PD	\$5,612
1" PD	\$9,353
1 1/2" PD	\$18,705
2" PD	\$29,928
2" Compound	\$29,928
2" Turbine	\$59,856
3" Compound	\$65,468
3" Turbine	\$130,935
4" Compound	\$112,230
4" Turbine	\$243,165
6" Compound	\$252,518
6" Turbine	\$523,740
8" Compound	\$336,690
8" Turbine	\$897,840
10" Turbine	\$1,309,350

WASTEWATER IMPACT FEES PLATS FILED ON OR AFTER MARCH 1, 2021

Meter Size (Inches)	Service Area				
	Cross Timbers Conservation District	Long Prairie District	Lakeside District	Denton Creek District	Prairie Vista District
5/8"x 3/4" PD	\$0	\$2,290	\$1,942	\$467	\$365
3/4" PD	\$0	\$3,435	\$2,913	\$701	\$548
1" PD	\$0	\$5,725	\$4,855	\$1,168	\$913
1 1/2" PD	\$0	\$11,450	\$9,710	\$2,335	\$1,825
2" PD	\$0	\$18,320	\$15,536	\$3,736	\$2,920
2" Compound	\$0	\$18,320	\$15,536	\$3,736	\$2,920
2" Turbine	\$0	\$36,640	\$31,072	\$7,472	\$5,840
3" Compound	\$0	\$40,075	\$33,985	\$8,173	\$6,388
3" Turbine	\$0	\$80,150	\$67,970	\$16,345	\$12,775
4" Compound	\$0	\$68,700	\$58,260	\$14,010	\$10,950
4" Turbine	\$0	\$148,850	\$126,230	\$30,355	\$23,725
6" Compound	\$0	\$154,575	\$131,085	\$31,523	\$24,638
6" Turbine	\$0	\$320,600	\$271,880	\$65,380	\$51,100
8" Compound	\$0	\$206,100	\$174,780	\$42,030	\$32,850
8" Turbine	\$0	\$549,600	\$466,080	\$112,080	\$87,600
10" Turbine	\$0	\$801,500	\$679,700	\$163,450	\$127,750



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

DATE: July 6, 2026
FROM: Manuel Palacios, Assistant Director of Public Works
ITEM: **Consider approval of the purchase of a 2026 Bobcat E88 R2 Excavator from Bobcat Equipment Company through Sourcewell Cooperative Contract # 020223-CEC for the Streets Division in the total amount of \$127,505.81; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: The Public Works Department Street Division is requesting the purchase of one 2026 Bobcat E 88 R2 Excavator in the amount of \$127,505.81. This unit will be purchased through Sourcewell Cooperative Contract # 020223-CEC. This equipment purchase replaces Unit 92240-01, a 2014 Cat 416F Backhoe assigned to Street Services, and is part of the approved Fiscal Year 2025–26 Vehicle and Equipment Replacement Fund (VERF). This request is in accordance with the Fleet Department’s recommendations.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES: N/A

FISCAL IMPACT: \$127,505.81

Proposed Expenditure/(Revenue)
\$127,505.81

Account Number(s):
565-450-84500-6110

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Fleet Req
2. Bid Award Recommendation
3. doc10908520260625141842

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

VEHICLE-EQUIPMENT PURCHASE REQUISITION

(For Purchase Process)

Date: 3/12/2026
 Suggested Vendor: North Texas Bobcat
 Contact (if known): Todd Lewis
 Address (if available): Lewisville
 Phone/Fax: 214-869-6161



Ship/Bill To: Town of Flower Mound
 ATTN: FLEET SERVICES
 Address: 1101 Duncan Lane
Flower Mound, TX 75028
 PO #:
 Department Name: Streets

G/L Account # (if Decision Package)	\$ Amount Estimated	Qty.	Unit Description (Specifications)	Quoted Unit Price	Amount
	\$ 131,394	1	Bobcat E 88 R2 Excavator.	\$127,505.81	\$127,505.81
			See attached spec's		-
					-
					-
					-
All Pickups come equipped w/ Spray-In Liner, Headache Rack, Across-the-bed Locking Toolbox, and Lights				TOTAL:	\$127,505.81

Name/Phone Ext.: Keith Gabbard 6412
 Approved By: _____
 Unit #(s) to be replaced
 or specify NEW Unit: 92240-01
 Spec Name: E88 Excavator

APPROVALS:
 Fleet Manager: Billy Sterner

 Bid/Solicitation #: _____
 Co-Op/Contract #: Sourcwell 020223-CEC

Note: Requisition 'Unit Description' **must** match unit approved through the budget process. Any exceptions **must** accompany a detailed justification and ATM/CFO signature approval.



Bid Award Recommendation

Date: 6/24/2026 – VERF – FY25 - 26

Description: Bobcat E88 Excavator

Qty.: One

Replaces: 92240-01, a 2014 Cat 416F Backhoe – Street/Pavement Svc.

Bidder: Bobcat Equipment Company, Todd Lewis, 817-654-2202
tlewis@bobcatofdallas.com via Bobcat Quote TL1213584 utilizing Sourcewell Cooperative Contract 020223-CEC.

Item: One – E88 R2 Bobcat Excavator with equipment and options as identified on quote TL1887319

Total Cost of Vehicles, Equipment & Installation:

\$127,505.81

It is Fleet Services recommendation to award the bid to **Bobcat Equipment Company** in the amount of **\$127,505.81** utilizing the **Sourcewell Cooperative Contract # 020223-CEC.**

Fleet Services Manager

6/24/2026

Date



Quotation Number: **TL1887319**
 Quote Sent Date: **Jun 24, 2026**
 Expiration Date: **Aug 7, 2026**
 Prepared By: **Todd Lewis**
 Phone: 214-869-6161
 Email: tlewis@bobcatofdallas.com
 Dealer
Bobcat of North Texas - Lewisville, TX
1302 SOUTH STEMMONS FREEWAY
LEWISVILLE, TX, 75067

Customer
TOWN OF FLOWER MOUND
 1101 DUNCAN LN
 FLOWER MOUND, TX, 75028-3488
 BILLY STERNER

Contact

Item Name	Item Number	Quantity	Price Each	Total
*E88 R2-Series Bobcat Compact Excavator	M3327	1		112,615.61
Standard Equipment:				
65.9 HP			Horn	
Turbocharged, Bobcat 2.4L, Tier 4 Diesel Engine, Non-DPF			Hydraulic Joystick Controls	
Auto-Idle			Integrated Bucket Link Lift Point	
Auto-Shift, Two-Speed Travel			Keyless Start	
Auxiliary Hydraulics with Selectable Flow			LED Work Lights - 2 front facing cab mounted, 1 under boom	
w/ Arm Mounted Flush Face Quick Couplers			Lift Eye	
Cab, Enclosed with HVAC - ROPS/TOPS & Level 1 FOPS:			Long Arm	
Includes: Cup Holder, Retractable Seat Belt, Cloth Suspension Seat			Mirrors - Left and Right Side	
Control Console Locks			Pin - On Attachment Mounting System	
Control Pattern Selector Valve (ISO/STD)			Rubber Tracks	
Conventional Tail Swing			Deluxe Instrument Panel	
Dozer Blade w/ Float			Telematics with 2-year Machine IQ Basics Subscription	
Engine/Hydraulic Monitor with Engine Idle			+90-Day Machine IQ Health & Security Trial	
Fingertip Auxiliary Hydraulics			**WARRANTY: 2 years, or 2000 hours whichever occurs first	
Fingertip Boom Swing Control				
*Cab Deluxe Package	M3327-P11-C12	1		
<i>Included: Cab Deluxe Package: *MUST SELECT HYDRAULIC PIN-GRABBER READY OR HYDRAULIC PIN-GRABBER*, Enclosed Cab with Auto HVAC, Telematics with 3-year Machine IQ Health & Security Subscription, Keyless Start, Bobcat 7" Touch Display with Radio and Bluetooth, Heated High Back Cloth Suspension Seat, Travel Motion Alarm,</i>				
*Hydraulic Activated Pin-Grabber Quick Coupler	M3327-R06-C17	1		
*Long Arm + Additional Bolt-on Counterweight	M3327-R03-C09	1		
*Hydraulic Angle Blade	M3327-R12-C02	1		
*Hydraulic Clamp - Long Arm - Class VI w/ Diverter Valve	M3327-R08-C15	1		
	7457616	1		2057.32
*36" Class 6 SD MX Bucket.	7457619	1		2536.88
55mm pins not included.				
*4 (55mm) Pins-hardware \$632.00				

Total for E88 R2-Series Bobcat Compact Excavator

Quote Subtotal	117,841.81
Dealer PDI	300.00
Freight Charges	3,400.00
Destination Charges	312.00
Tariff...5652.00	
Quote Total - USD	**\$127,505.81**

Notes: SOURCEWELL 020223-CEC



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

DATE: July 6, 2026
FROM: Manuel Palacios, Assistant Director of Public Works
ITEM: **Consider approval of an agreement with GTS Technology Solutions, to provide surveillance equipment and installation at the Wastewater Treatment Plant and other utility sites, as part of the Water and Wastewater System Security Implementation Phase II project, through DIR contract CPO-4754, in the amount of \$156,904.15; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: The surveillance equipment and installation is part of the capital improvement project, Water and Wastewater System Security Implementation, to provide access security enhancements to the Town's water and wastewater facilities. The Town's water and wastewater facilities do not have standardized access security. Although all sites are visited daily, the sites are not manned by dedicated staff. This proposal is to install security cameras that can be managed by Town staff remotely. These security improvements are needed to properly secure the Town's water and wastewater facilities and meet the guidelines of the Department of Homeland Security National Water Sector Infrastructure Protection Plan. These security enhancements are also the top recommendations from the EPA required Water System Risk & Resiliency Assessment conducted in 2020 for compliance with the America's Water Infrastructure Act. The Town has 24 remote sites. This item is for Phase II of the project and includes the wastewater treatment plant, sanitary sewer lift stations and pump stations.

GTS Technology Solutions has been selected as the vendor for this project due to being a current vendor for the Town's surveillance cameras and is also under the State of Texas Department of Information Resources (DIR) contract.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES: Not having security cameras as recommended per the Water System Risk & Resiliency Assessment could jeopardize our Federal and State compliance and site security.

FISCAL IMPACT: \$156,904.15

Proposed Expenditure/(Revenue)

\$156,904.15

Account Number(s):

610-960-98940-6170 - \$78,452.15

610-970-98940-6170 - \$78,452.00

Total - \$156,904.15

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Statement of Work
2. Quote
3. Form 1295

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



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

DATE: July 6, 2026
FROM: JP Walton, Chief Strategic Officer
ITEM: **Consider approval of the one-time purchase of employee phones and headsets from Presidio Networked Solutions Group, LLC, in the total amount of \$69,368.55; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: The Town is upgrading its legacy Mitel phone system to Zoom Phones to improve reliability, modernize communications, and better support staff across departments. This cloud-based system offers improved call quality, simplified management, and better integration with the Town's existing technology environment.

As part of this transition, Town Council approved three agreements at the May 4, 2026, meeting: the Zoom Phone Installation Scope of Work, the AudioCodes gateway equipment, and Zoom licensing. Together, these components support the full migration to the new phone platform and prepare the infrastructure needed before deploying physical devices.

This item specifically covers the purchase of the physical equipment staff will use day-to-day. The quote from Presidio Networked Solutions Group, LLC includes Poly Edge E400 IP phones and Poly Voyager 4310 USB-C headsets, totaling \$69,368.55, which will complete the hardware portion of the Town's Zoom Phone implementation.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$69,368.55

Proposed Expenditure/(Revenue)
\$69,368.55

Account Number(s):
100-655-59100-2180

LEGAL REVIEW: Brennan Lafferty, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the quote as to form and legality.

ATTACHMENTS:

1. Poly Phone_Headset Order

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

TO: The Town of Flower Mound
Chris Boss
2121 Cross Timbers Road
Flower Mound, TX 75028

chris.boss@flowermound.gov
(p) 972.874.6054
(f) (972) 874-6466

FROM: Presidio Networked Solutions Group, LLC
Rick Howard
5800 Meadows Road
Suite 150
Lake Oswego, OR 97035

rhoward@presidio.com
(p) +1.503.594.0364

BILL TO: The Town of Flower Mound

2121 Cross Timbers Road
Flowers Mound, TX 75028

SHIP TO: The Town of Flower Mound
Chris Boss
2121 Cross Timbers Road
Flowers Mound, TX 75028

chris.boss@flowermound.gov
(p) 972-874-6466

Customer#: TOWNF007
Account Manager: Rick Howard
Inside Sales Rep: Rick Howard
Title: Poly phones for Zoom phone project

Contract Vehicle: *Open Market

#	Part #	Description	Unit Price	Qty	Ext Price
1	77Y96AA	Poly Voyager 4310 USB-C Headset +BT700 dongle +Charging Stand	\$143.07	5	\$715.35
2	82M93AA	Poly Edge E400 IP Phone and PoE-enabled	\$156.03	440	\$68,653.20

Sub Total:	\$69,368.55
Grand Total:	\$69,368.55

Presidio Terms of Sale

Subject to the Vendor Availability and Pricing Notice contained herein, this quote is valid for acceptance for the earlier of (i) a period of fourteen (14) days from the quote date, or (ii) such shorter period as established by any applicable third-party vendor for items included in this quote.

Payment is due within 30 days from date of invoice unless otherwise agreed by the parties. Late payments are subject to interest charges of the lesser of 1½% per month or the maximum amount allowed by law. Supply is subject to availability.

Acceptance of Third-Party Terms

Third-party cloud services, software, support and maintenance provided or resold by Presidio may be subject to additional third-party license and use terms. These terms may be included in a direct end user license agreement between you and the applicable OEM/developer/provider (each, a "Supplier") or they may be located at <https://www.presidio.com/supplier-terms> and incorporated herein by reference. By virtue of executing a purchase based on this quotation Client agrees to comply with and be bound by any such Supplier terms, except as prohibited by applicable law.

Master Agreements

If Presidio and Client have entered into a "Master" agreement ("Master") or similar contract covering the purchase(s) of goods and/or 3rd-party or Presidio-provided services, it is the agreement of the parties that the Master shall govern in the event of a conflict between the Master and the terms contained herein unless specifically modified by the parties for a specific quote.

Pricing

- Quoted prices exclude applicable taxes. Invoicing will include applicable taxes unless a valid tax-exempt certificate is provided.
- The price quoted reflects a 3% discount for payment by cash, check or wire transfer. This discount will not apply in the event that CLIENT pays using a credit card or debit card.
- Prices exclude freight, handling or insurance (unless itemized in the quote).
- Presidio reserves the right to update any existing customer quote to reflect updated pricing in the event any Presidio vendors change the price that Presidio must pay for any software, goods or services resold, whether due to new taxes, tariffs or for any other governmentally imposed reason.

Invoicing

- CLIENT is invoiced for hardware ("Goods") upon shipment from the manufacturer ("OEM") and shall accept and pay for partial shipments. Software is invoiced the earlier of shipment of media or when download capability is provided. OEM subscription services are invoiced per the Service Provider terms. OEM – provided services are billed per the OEM SOW. Presidio services are billed per the Presidio SOW.
- Usage-Based Services Terms and Conditions. Presidio shall invoice CLIENT monthly for Usage-Based Services purchased by CLIENT. Notwithstanding the amounts included on the applicable purchase order, invoicing for Usage-Based Services will vary from month to month based upon CLIENT's usage and CLIENT shall be obligated to pay all charges for the Usage-Based Services used by CLIENT in the preceding month. If CLIENT is delinquent in its payment obligations for the Usage-Based Services, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the Usage-Based Services due to CLIENT's delinquent or non-payment.

- Enterprise Software, Licensing and Subscription Services ("Enterprise Agreement"). Presidio shall invoice CLIENT according to the terms of the Enterprise Agreement between CLIENT and the Third Party. If CLIENT is delinquent in its payment obligations hereunder, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the services due to CLIENT's late or non-payment.

Freight, Handling, Shipping

- CLIENT will be invoiced for Presidio's and/or the OEM's freight charges for shipment of goods.
- Title/Risk of loss passes to CLIENT Freight on Board (FOB) - Origin unless otherwise agreed to in writing by Presidio. Orders shipped from OEM to Presidio or a third-party site at CLIENT request for warehousing, configuration, storage or otherwise, shall be deemed to have been shipped to CLIENT.
- Presidio accepts no responsibility / liability in connection with the shipment.
- Goods held in a Presidio warehouse either a) at the CLIENT's request or b) in the event CLIENT refuses to accept delivery, may be subject to warehousing fees. Client may be

asked to execute a Presidio "Warehousing Agreement". CLIENT must provide primary insurance coverage for CLIENT equipment held in a Presidio warehouse.

Warranty and Limitation of Liability

• PRODUCT IS WARRANTED BY THE MANUFACTURER, NOT BY PRESIDIO. PLEASE CONSULT MANUFACTURER FOR WARRANTY TERMS. IN NO EVENT SHALL PRESIDIO BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRESIDIO'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT FOR PRODUCTS HEREUNDER.

Return Policy

• CLIENTS return rights are subject to the return policies of the applicable OEM which may include the imposition of fees.

Cancellation Policy

• CLIENT's cancellation of purchase orders is subject to the cancellation policies of the applicable OEM which may include the imposition of fees.

Leases

• In the event Presidio does not receive payment for leased goods purchased on the CLIENT's behalf from the applicable third-party financing entity, CLIENT is obligated to pay Presidio for all such goods as indicated in the applicable Presidio invoice.

Software terms

• Unless Presidio is the owner or licensor, Presidio makes no representations and/or warranties relating to its operation, ownership or use of Software..

• Delivery of software licenses may be accomplished electronically from the software developer.

• Delivery of software maintenance, including upgrades and updates are agreed to be accepted electronically.

Term and Termination of Orders: Subscription and/or Usage-Based Services, Enterprise Agreements and Multi-Year Orders

• The "Initial Term" of an order for Usage-Based Services and/or and Enterprise Agreement ("Order") starts on the date the Usage-Based Services and/or Enterprise Agreement are available for use by CLIENT and continues for the time period stated in the Order. After the Initial Term, unless prohibited by applicable law, there will be an automatic "Renewal Term" of the same length of time unless CLIENT notifies Presidio in writing that CLIENT does not want to renew at least sixty (60) days before the end of the then current Initial Term or Renewal Term. If the fees will change for the Renewal Term, Presidio will notify CLIENT reasonably in advance of the Renewal and in time for CLIENT to accept or reject renewing the Usage-Based Services and/or Enterprise Agreement. If CLIENT agrees with the fee changes, CLIENT may do nothing and the new fees will apply for the Renewal Term.

• Either party may terminate an Order by providing the other party written notice of termination at least sixty (60) days before the end of such Initial or Renewal Term. The termination will be effective on the last day of the Initial or Renewal Term and CLIENT will pay for the Usage-Based Services and/or Enterprise Agreement until the end of the current Initial or Renewal Term regardless of when CLIENT provided notice. Notwithstanding the foregoing, Usage-Based Services and Enterprise Agreements ordered are strictly non-cancelable during the Initial Term or Renewal Term except as otherwise provided in the applicable Service Terms and/or otherwise agreed upon in writing by Presidio. CLIENT will not be entitled to any refund for terminated Usage-Based Services or Enterprise Agreements during the Initial Term or Renewal Term except as agreed upon in writing by Provider and/or Presidio

Multi-Year Agreements

• For multi-year agreements, CLIENT expressly agrees to enter into a binding, non-cancelable agreement per the billing schedule set forth in the quote. THE CLIENT ACKNOWLEDGES AND AGREES THAT THE CLIENT'S AGREEMENT AND PAYMENTS FOR A MULTI-YEAR TRANSACTION ARE ESSENTIAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES FOR MULTI-YEAR AGREEMENTS, SUCH THAT PRESIDIO WOULD NOT HAVE ENTERED INTO A MULTI-YEAR TRANSACTION WITHOUT SUCH AGREEMENT.

Confidential Information

• CLIENT agrees that any quote provided by Presidio is Presidio Confidential Information. CLIENT shall not disclose this quote to any third party for any purpose.

Export Law Compliance

• CLIENT has been advised that any hardware or software provided to CLIENT via a Presidio quote and/or subsequent purchase order may be subject to the U.S. Export Administration Regulations. CLIENT agrees to comply with all applicable United States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.

Miscellaneous Terms

• Preprinted terms appearing on CLIENT Purchase Orders must be accepted in writing by Presidio to be applicable. Presidio's performance of such purchase order shall not constitute Presidio's acceptance of new or different terms, including pre-printed terms on such order. In absence of a purchase order, CLIENT agrees that its signature below grants Presidio the right to invoice CLIENT and authorizes payment to Presidio for the amounts owed.

No signed quote. PO required.



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

DATE: July 6, 2026
FROM: Maxine Musuqua, Economic Development Specialist
ITEM: **Presentation and discussion regarding the Town’s Memorandum of Understanding (MOU) with the Flower Mound Chamber of Commerce and request for Council feedback and direction for the FY 2026-2027 budget.**

BACKGROUND: The purpose of this item is to provide the Town Council with an overview of the Town’s existing partnership with the Flower Mound Chamber of Commerce, including the services and financial commitments outlined in the current Memorandum of Understanding (MOU), and to seek Council feedback and direction as staff prepares the FY 2026-2027 proposed budget. This item is being presented for transparency and discussion only; no formal action is requested or required.

The Town has maintained a longstanding partnership with the Flower Mound Chamber of Commerce since 2005. Over time, the scope and nature of this partnership have evolved to meet the needs of the local business community and support the Town’s broader economic development goals.

In 2016, the Town and Chamber formalized the partnership through an MOU establishing an annual funding amount of \$15,000 to support specific business-focused programs and initiatives. That funding amount has remained unchanged.

The Town has also maintained representation on the Chamber’s Board of Directors through an Ex-Officio seat since 2005. Economic Development staff regularly collaborate with Chamber leadership on Business Retention and Expansion (BRE) efforts and other programs supporting the local business community. The Chamber additionally helps amplify the Town’s communication efforts, advance legislative priorities, and serve as a unified voice for business needs in the community.

Under the existing agreement, the Chamber provides the following services on behalf of the Town:

- Maintain and update the Shop Local website (www.shoplocalfm.com), including business directory updates and promotion of special deals during Shop Local Week.
- Host seven Mayor/Council “12 @ 12” luncheons at no cost to attendees.
- Assist with planning and executing four quarterly business workshops, with mutually agreed-upon topics.
- Organize and promote an annual Shop Local Week, including marketing, outreach, and social media engagement.

The MOU provides for a total payment of \$15,000 to the Chamber, disbursed in three installments tied to program milestones.

In addition to the MOU, the Town provides other annual support to the Chamber, including:

- \$10,000 Chamber membership
- \$5,000 Fiesta Sponsorship
- \$5,000 Chamber Annual Awards Luncheon sponsorship
- \$3,500 Chamber Golf Classic sponsorship

When combined with the \$15,000 MOU, total FY 2026-2027 financial support to the Chamber is \$38,500.

Although the MOU amount does not require formal Council approval based on its dollar value, the Town's revenues remain constrained, and staff is reviewing all recurring discretionary expenditures as part of development of the FY 2026-2027 proposed budget.

In the interest of transparency, and consistent with the budget preparation process underway, staff is presenting this item to Council to ensure alignment with Council priorities regarding continued partnership funding. This funding partnership supports the Council's Strategic Goal 7: Economic Development, as well as the Town's Economic Development Strategic Plan.

Staff is requesting Council feedback and direction on whether to continue the \$15,000 MOU funding and associated Chamber programs as part of the proposed FY 2026-2027 budget. Council feedback will help staff determine whether to include the MOU and related support in the recommended budget.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: The total amount currently proposed for the FY 2026-2027 budget is \$38,500, which covers the MOU \$15,000, annual membership \$10,000, and event sponsorships \$13,500.
N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Chamber MOU FY 2025-2026 - EXECUTED

DRAFT MOTION: Discuss and provide staff with direction.

MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF FLOWER MOUND, TEXAS AND THE FLOWER MOUND CHAMBER OF COMMERCE

This Memorandum of Understanding ("MOU") is entered into this the 30th day of January 2026 by and between the Town of Flower Mound, Texas (the "Town"), and the Flower Mound Chamber of Commerce (the "Chamber"). The term of this MOU shall be from the date of its execution until September 30, 2026 (the "Term"). The Town and the Chamber may be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, the Chamber is a 501(c)(6) tax-exempt entity organized in compliance with state and federal regulations; and

WHEREAS, the Town is a Home Rule municipal corporation possessing the full power of local self-government pursuant to Article 11, Section 5 of the Texas Constitution, Section 51.072 of Texas Local Government Code, and its Home Rule Charter; and

WHEREAS, both the Town and the Chamber desire to promote a positive business and economic climate in the community; and

WHEREAS, the Town and the Chamber have agreed to partner together to develop and conduct programs for the benefit of the Flower Mound business community; and

WHEREAS, the Chamber has agreed to conduct and assist the Town in implementing programs and activities on behalf of the Town, all of which are in the public interest and serve a public purpose.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein made and the benefits to each Party resulting here from, the Town and the Chamber do hereby contract, covenant, and agree with each other as follows:

1. The Chamber, to promote the public purpose of economic development, agrees to provide the following services on behalf of the Town (the "Services") including, but not limited to:
 - a. Update and maintain the Shop Local website (www.shoplocalfm.com). The directory shall include businesses that fall within one (1) of five (5) categories: Shop, Dine, Play, Home Services, and Health. The website will be kept current and will be updated to reflect special deals during the "Shop Local" week; and
 - b. Hold seven (7) monthly Mayor/Council "12 @ 12" luncheons during the Term at no charge to participants; and
 - c. Assist with the planning and execution of four (4) business workshops. Business workshops shall be held one (1) per quarter, with topics mutually agreed upon by the Chamber and the Town; and
 - d. Organize, support, and conduct an annual "Shop Local" week in the Town during the Term. The annual Shop Local week shall be held on a week agreed upon by the Chamber and the Town. The Chamber shall promote this Shop Local week through methods agreed upon by the Chamber and the Town, to all local businesses no later than four (4) weeks prior to the start of Shop Local week.

Giveaways or prizes for participants shall be promoted on social media throughout the Shop Local week to encourage participation.

2. In consideration of the Chamber providing the Services, the Town will pay the Chamber a total amount of fifteen thousand dollars (\$15,000) (the "Funds") according to the following schedule: On or before the 28th day of February 2025, the Town will pay the Chamber five thousand dollars (\$5,000). Upon completion of building out the Shop Local website, the Town will pay the Chamber five thousand dollars (\$5,000). Upon completion of the Shop Local week, the Town will pay the Chamber five thousand dollars (\$5,000).
3. The Chamber will provide an annual 10-to-15-minute update to the Town Council at the end of the Term to summarize the Services outlined in this MOU. The update should include, but is not limited to, providing a list of attendees for all 12 @ 12 luncheons (sent to the Town electronically), summarizing the quarterly business workshops, and detailing the marketing methods utilized leading up to and during Shop Local week to advertise and encourage community engagement.
4. The Chamber assumes all liability and responsibility for its negligent acts and agrees to fully indemnify, hold harmless, and defend the Town, and its officers, agents, servants, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, for injury to or death of a person or damage to property, arising out of or in connection with, directly or indirectly, the performance, attempted performance, or nonperformance of the Services or in any way resulting from or arising out of the negligence of the Chamber or its staff in regard to the management, supervision, and operation of the program and activities of the Chamber. In the event of joint and concurring responsibility of the Chamber and the Town, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with Texas law, without waiving any defense of the Parties under Texas law. The provisions of this paragraph are solely for the benefit of the Parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
5. The persons signing this MOU on behalf of each Party hereto have been duly authorized and empowered to do so.
6. This MOU may not be assigned. It embodies the entire MOU between the Parties and may not be amended except in writing by the Parties hereto.
7. In the event that one or more of the provisions contained in this MOU for any reason shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability of this MOU shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, but shall not affect the remaining provisions of this MOU, which shall remain in full force and effect.

8. In the event of any dispute regarding this MOU or the terms contained herein, the Parties hereto agree that they shall first submit such dispute to non-binding mediation before availing themselves of any legal or equitable remedies.
9. The Term is subject to the annual appropriation of the Town Council, unless terminated prior to the end of the Term, as hereinbefore provided. Either Party may modify this MOU by submitting, in writing, the proposed amendment to be considered and executed by both Parties. This MOU may be terminated with or without cause by either Party by giving thirty (30) days written notice to the other Party. No later than thirty (30) days after termination, the Chamber will return to the Town all Funds not spent by the Chamber in performing the Services.
10. The Chamber is not and shall not be considered an agent or employee of the Town and shall in no way have authority to bind the Town. The relationship of the Chamber to the Town shall be that of an independent contractor. Relative thereto, the Town shall not be liable for any claims or demands for damages, monetary or otherwise, including any claim for attorneys' fees, that in any way may grow out of, or arise from, the Chamber's actions in carrying out its duties and obligations under the terms of this MOU. The Chamber shall provide proof of insurance naming the Town as an additional insured party, and does hereby agree and shall hold the Town harmless from and indemnify it against all such claims and demands.
11. This MOU shall be governed in all respects by the laws of the State of Texas. Venue for any action shall lie in Denton County, Texas, exclusively.
12. This MOU shall become a binding obligation on the signatories upon execution by all signatories hereto. The Town warrants and represents that the individual executing this MOU on behalf of the Town has full authority to execute this MOU and bind the Town to the same. The Chamber warrants and represents that the individual executing this MOU on its behalf has full authority to execute this MOU and bind the Chamber to same.
13. Chamber shall maintain complete and accurate financial records of each expenditure of the Funds, and, on request of the Town, shall promptly make the records available to the Town for inspection.

IN WITNESS WHEREOF, Town and Chamber have signed this MOU in the year and day first above written.

FLOWER MOUND
CHAMBER OF COMMERCE

Lori Walker

Lori Walker, President

TOWN OF FLOWER MOUND, TEXAS



James W. Childers, Town Manager

²⁰²⁵ MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF FLOWER MOUND, TEXAS AND FLOWER MOUND CHAMBER OF COMMERCE



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

DATE: July 6, 2026
FROM: Nick Ford, Senior Planner
ITEM: **Public Hearing to consider an ordinance amending the Land Development Regulations (LDR26-0001 – Time-Based Shared Parking) by amending Chapter 82, "Development Standards," related to off-street parking. (PZ recommended approval by a vote of 5 to 0 at its June 22, 2026, meeting.)**

BACKGROUND:

This Town-initiated item proposes to amend the Town's Land Development Regulations by updating language related to off-street parking and more specifically adding regulations regarding time-based shared parking. The proposed amendments implement Objective 2.3 of the FY24-25 Strategic Plan as adopted by Town Council, which identifies commercial parking code revisions as an initiative to incentivize reduced parking demand and increase opportunities for open space preservation.

The focus of this update includes the following:

- Adding time-based shared parking as a valid way to calculate parking requirements.
- Adding requirements for time-based shared parking
- Adding a time-based shared parking table based on an observed parking count study conducted by the town.

[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 June 22, 2026, meeting. However, they asked staff to look into finding approaches which would reduce the distance between parking areas and parking spaces to building's entrances or their respective uses, in order to reduce pedestrian walking distance and time.

Based on the Commissioner's feedback, staff has modified the draft ordinance to include the following:

- Amending Sec. 82-78 "Parking area design" by adding the following:

(13) All parking areas shall be arranged to minimize pedestrian travel distances and shall provide safe and convenient pedestrian access between parking spaces and buildings, uses, or facility entrances in which they serve. Parking areas shall be connected to principal building through sidewalks, walkways, crosswalks, or other pedestrian facilities, as applicable.

- Amending Sec. 82-84 “Shared parking” by adding the following:

(1) Shared parking facilities shall comply with all applicable off-street parking regulations of this article unless specified herein;

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. DRAFT Ordinance

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

**TOWN OF FLOWER MOUND,
TEXAS ORDINANCE NO. [REDACTED]**

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ARTICLE III, "OFF-STREET PARKING AND LOADING," OF CHAPTER 82, "DEVELOPMENT STANDARDS," OF SUBPART B, "LAND DEVELOPMENT REGULATIONS," OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS, BY AMENDING SECTION 82-73, "COMPUTING PARKING AND LOADING REQUIREMENTS," AND SECTION 82-78, "PARKING AREA DESIGN," AND CREATING NEW SECTION 82-84, "TIME-BASED SHARED PARKING;" PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY FOR VIOLATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council previously adopted regulations regarding parking standards within the Town; and,

WHEREAS, the Town Council now finds and determines that it is necessary to amend various provisions relating to off-street parking standards to provide a mechanism for shared parking between property owners; and,

WHEREAS, the Planning and Zoning Commission of the Town held a public hearing on June 22, 2026, and the Town Council held a public hearing on July 6, 2026, with respect to the amendments described herein; and,

WHEREAS, the Town has complied with all requirements of Chapter 211 of the Texas 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 an amendment to the Land Development Regulations; and,

WHEREAS, the Town Council finds that the amendments to Chapter 82 as outlined herein are in the best interest of the Town and will promote 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

Section 82-73, "Computing parking and loading requirements," of Article III, "Off-street parking and loading," of Chapter 82, "Development Standards," of Subpart B, "Land Development Regulations," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended by adding new subsection 12 to read as follows:

"Sec. 82-73. - Computing parking and loading requirements.

(12) *Time-Based Shared Parking.* In efforts to reduce parking requirements, reduce stormwater runoff, and to reduce the heat island effect of large impervious areas, off-street parking may be shared between different uses and properties based on the provisions of section 82-84."

SECTION 2

Section 82-78, "Parking area design," of Article III, "Off-street parking and loading," of Chapter 82, "Development Standards," of Subpart B, "Land Development Regulations," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended by adding new subsection 13 to read as follows:

"Sec. 82-78. - Parking area design.

(13) All parking areas shall be arranged to minimize pedestrian travel distances and shall provide safe and convenient pedestrian access between parking spaces and buildings, uses, or facility entrances in which they serve. Parking areas shall be connected to principal building through sidewalks, walkways, crosswalks, or other pedestrian facilities, as applicable."

SECTION 3

Article III, "Off-street parking and loading," of Chapter 82, "Development standards," of Subpart B, "Land Development Regulations," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended to add Section 82-84, "Time-Based shared parking," to be read as follows:

"Sec. 82-84. – Time-based shared parking.

Time-based shared parking may be used for applicants desiring to reduce off-street parking through shared-use parking by the day and time of day on a site. Time-based shared parking shall be established in accordance with the following:

(1) Shared parking facilities shall comply with all applicable off-street parking regulations of this article unless specified herein;

- (2) Shared parking must use two or more of the land uses listed in “Schedule of Time-Based Shared Parking Requirements” table below;
- (3) Unless otherwise required by a Planned Development or other town approved document, shared parking spaces must be located within the same development or subdivision;
- (4) Where multiple owners or lots exist in the same development or subdivision, a signed copy of a written agreement, executed by the owners involved, must be furnished to the town manager, and recorded in the local county deed records by the applicant, assuring the retention and enforcement of shared parking. The town shall be made a party to any shared parking agreement necessary for meeting shared parking requirements and such agreement shall include a provision stating the parties will hold the town harmless;
- (5) Should any change in uses occur from the originally approved shared parking request, a reassessment of the shared parking areas shall be reviewed and approved by the town manager; and
- (6) Shared parking adjustments shall be made according to the percentages set forth in the “Schedule of Time-Based Shared Parking Requirements” table below. The number of parking spaces required is determined by multiplying the percentage in each column by the number of spaces required for the use pursuant to section 82-74 and then totaling the resulting numbers for each column. The column total that generates the highest number of parking spaces is the shared parking requirement. It is possible that by using this “Schedule of Time-Based Shared Parking Requirements,” the amount of required parking for a particular use may be reduced by more than the 20% that would otherwise be allowed in accordance with section 82-73(1).

SCHEDULE OF TIME-BASED SHARED PARKING REQUIREMENTS

Land Uses	Weekday			Weekend			Nighttime (12am- 6am)
	<u>Morning</u> (6am - 12pm)	<u>Afternoon</u> (12pm - 6pm)	<u>Evening</u> (6pm - 12am)	<u>Morning</u> (6am - 12pm)	<u>Afternoon</u> (12pm - 6pm)	<u>Evening</u> (6pm - 12am)	
Hotels	75%	55%	70%	70%	45%	70%	100%
Offices	95%	95%	10%	15%	10%	5%	5%
Restaurants	50%	65%	80%	50%	70%	100%	10%
Retail & Personal Services	55%	70%	50%	75%	65%	55%	5%
Recreational & Entertainment	25%	35%	45%	25%	70%	80%	10%
Health or Athletic Clubs	75%	55%	80%	75%	60%	50%	5%

* For projects that contain land uses not listed above, shared parking may be considered if the applicant furnishes a shared parking study. The analysis should confirm the appropriateness of shared parking in similar situations and be based upon the most current edition of the Urban Land Institute's (ULI) "Shared Parking" or other accepted methodology as found in section 82-73(4) and determined by the town manager.

Secs. 82-85—82-110. - Reserved."

SECTION 4

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 5

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 6

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 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, the same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 7

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 deemed guilty of a misdemeanor and upon conviction thereof, shall be punished by a fine as provided in Section 1-13 of the Code of Ordinances, Town of Flower Mound, Texas. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 8

This Ordinance shall be in full force and effect 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 [REDACTED] TO [REDACTED], ON THIS THE 6TH DAY OF JULY, 2026.

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Traci Henderson, TOWN SECRETARY



TOWN COUNCIL AGENDA L.1. WORK SESSION ITEM

DATE: July 6, 2026
FROM: Brian Waltenburg, Director of Public Works
ITEM: **Review and discuss the Flower Mound Arts Center proposed facility program and business plan covering governance, programming, operations, and a pro-forma operating budget.**

BACKGROUND: The Town of Flower Mound has been actively planning for an Arts Center since 2018, when the Cultural Arts Master Plan first recommended exploring a central hub for arts and cultural programming. Since that time, the Town has completed demand and feasibility studies, evaluated multiple sites, purchased 3.67 acres at the River Walk, extended TIRZ #1 in partnership with Denton County, and completed a preliminary design phase culminating in tonight's work session.

The proposed Arts Center is envisioned as a multi-use facility supporting a wide range of performances, educational programs, and community events, including a main stage theater, flexible performance spaces, arts education, gallery space, and an outdoor plaza integrated with the River Walk trail system and surrounding retail and restaurant destinations. The proposed site is approximately 3.76 acres located at 4200 River Walk Drive.

Town Council will receive a presentation from Hoefer Welker + BORA Architects on the proposed facility program developed through stakeholder, steering committee, Cultural Arts Commission, and Town Council input, and will then review the business plan prepared by Webb Management Services covering governance, programming, operations, and a pro-forma operating budget. Finally, Town Staff will wrap up this phase of the project by presenting potential next steps and taking any feedback and/or direction from the Town Council.

BOARD REVIEW/CITIZEN FEEDBACK: Input from the Cultural Arts Commission was utilized in the proposed facility program.

ALTERNATIVES:

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

None

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

Discuss and provide staff with direction.

